TRUSTEES OF TE TĀWHARAU O NGĀTI PŪKENGA TRUST

and

THE CROWN

DEED TO AMEND THE DEED OF SETTLEMENT OF HISTORICAL CLAIMS

DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on

BETWEEN

TRUSTEES OF TE TĀWHARAU O NGĀTI PŪKENGA TRUST

AND

THE CROWN in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations

DEED TO AMEND THE DEED OF SETTLEMENT

BACKGROUND

A. The trustees of Te Tāwharau o Ngāti Pūkenga Trust and the Crown are parties to a deed of settlement dated 7 April 2013 (the "**deed of settlement**").

B. The trustees and the Crown wish to enter into this deed to record formally, in accordance with paragraph 5.1 of the general matters schedule of the deed of settlement, certain amendments to the deed of settlement.

IT IS AGREED as follows:

1. EFFECTIVE DATE OF THIS DEED

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

2. ON-ACCOUNT PAYMENT

2.1 Within 10 business days after the date of this deed to amend, the Crown must pay $240,000 to the governance entity on account of the financial and commercial redress amount in clause 7.1.1 of the deed of settlement.

2.2 For the avoidance of doubt, paragraph 2.2 of the general matters schedule is to be read so that the amount on which interest is payable under that paragraph is reduced on the date of payment under clause 2.1 by the amount of the payment.

3. AMENDMENTS TO THE DEED OF SETTLEMENT

3.1 The deed of settlement –

3.1.1 is further amended by making the changes set out in schedule 1 to this deed; and

3.1.2 remains unchanged except to the extent provided by this deed.

4. DEFINITIONS AND INTERPRETATION

4.1 Unless the context otherwise requires:

"**deed of settlement**" and "**deed**" have the meaning given to "deed of settlement" by paragraph A of the background; and

"**parties**" means the trustees and the Crown.

4.2 Unless the context requires otherwise:

4.2.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and

4.2.2 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

SIGNED as a deed on

16/10/2013

SIGNED by the trustees of **TE TĀWHARAU O NGĀTI PŪKENGA** as trustees of that trust in the presence of:

Rahera Aroha Ohia

WITNESS

M. E. Gordon

Name: Mariana Edith Gordon

Occupation: Retired

Address: 848 Manaia Rd,
R.D.1.
Coromandel 3581

Harry Haerengarangi Mikaere

WITNESS

M. E. Gordon

Name: Mariana Edith Gordon

Occupation: Retired

Address: 848 Manaia Rd
R.D.1.
Coromandel 3581

Rehua Tom Smallman

WITNESS

Name: Rebecca Boyce

Occupation: Administrator

Address: Tauranga.

Regina Rehina Berghan

WITNESS

Name: Rebecca Bayce

Occupation: Administrator

Address: Tauranga

Hori Mōanaroa Parata

WITNESS

Name: LEO HAYES WATSON

Occupation: SOLICITOR

Address: NAPIER

SIGNED for and on behalf of **THE CROWN** in right of New Zealand by the Minister for Treaty of Waitangi Negotiations in the presence of:

Hon Christopher Finlayson

WITNESS

Name: Leah Johnston

Occupation: Private Secretary

Address: Parliament Buildings

SCHEDULE 1

AMENDMENTS TO DEED OF SETTLEMENT

Clause or Schedule or attachments of the deed of settlement	Amendment to the deed of settlement
Clause 7.1.2(a)	The words "and any subsequent on-account payment made by the Crown" are inserted immediately after "and 7.3" in this clause.
Clause 7.1.2(b)	The words "if the governance entity has not given written notice in accordance with clause 7.5.1" are deleted from this clause.
Clauses 7.5 and 7.6	These clauses are deleted.
New clauses 7.5, 7.6, 7.6A, 7.6B, and 7.6C	New clauses 7.5, 7.6, 7.6A, 7.6B, and 7.6C are inserted immediately after clause 7.4 as follows: "7.5 The governance entity may, by giving written notice to the Crown, at any time before 31 March 2014, elect that one or more commercial redress properties specified in the notice, are no longer commercial redress properties and instead are early release commercial properties. 7.6 The governance entity may not give a notice under clause 7.5 in respect of the commercial redress property described as 447-449 Welcome Bay Road, Tauranga in part 3 of the property redress schedule. 7.6A Each early release commercial property is no longer a commercial redress property for the purposes of this deed and the settlement legislation. 7.6B Within ten working days after receipt of a notice under clause 7.5, or such other time as agreed between the parties, the Crown and the governance entity must use all reasonable endeavours to enter into one or more agreements for sale and purchase of any one or more of the early release commercial properties – 7.6B.1 at a purchase price, in respect of each property, equal to the transfer value for the property which will be satisfied by an on-account deduction from the financial and commercial redress amount; and 7.6B.2 otherwise on terms to be agreed. 7.6C Each early release commercial property that does not become the

	subject of an agreement for the sale and purchase by the date that is 4 months after receipt of a notice under clause 7.5 in respect of the property reverts to being a commercial redress property for the purposes of this deed and the settlement legislation.
General matters schedule, paragraph 6.1	The following new definition **early release commercial property** is inserted immediately after the definition **documents schedule**: "**early release commercial property** means each commercial redress property specified in a notice given under clause 7.5.

Ngāti Pūkenga

and

The Trustees of Te Tāwharau o Ngāti Pūkenga Trust

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

DATE 7 April 2013

PURPOSE OF THIS DEED

This deed -

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Pūkenga and breached the Treaty of Waitangi and its principles; and
- provides an acknowledgment by the Crown of the Treaty breaches and an apology; and
- settles the historical claims of Ngāti Pūkenga; and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Ngāti Pūkenga to receive the redress; and
- includes definitions of -
  - the historical claims; and
  - Ngāti Pūkenga; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

Ngāti Pūkenga

and

The Trustees of Te Tāwharau o Ngāti Pūkenga Trust

and

THE CROWN

1 BACKGROUND

CLAIMS BEFORE THE WAITANGI TRIBUNAL

1.1 Treaty of Waitangi claims brought by Ngāti Pūkenga were heard by the Waitangi Tribunal in the following inquiries:

1.1.1 The Tauranga Moana Inquiry, Stage One, which was reported in Te Raupatu o Tauranga Moana: Report on the Tauranga Confiscation Claims (2004)

1.1.2 The Tauranga Moana Inquiry, Stage Two, which was reported in *Tauranga Moana 1886-2006: Report on the Post-Raupatu Claims* (2010)

1.1.3 He Maunga Rongo: The Report on Central North Island Claims, Stage 1 (2008)

1.1.4 Report on Proposed Discharge of Sewage Welcome Bay (1990)

1.1.5 The Hauraki Report (2006)

1.1.6 The Hauraki Gulf Marine Park Act Report (2001).

1.2 Treaty of Waitangi claims brought by Ngāti Pūkenga are being heard by the Waitangi Tribunal in the Te Paparahi o Te Raki Inquiry.

NEGOTIATIONS

1.3 Ngāti Pūkenga gave the mandated body, being Te Au Māro o Ngāti Pūkenga Charitable Trust, a mandate to negotiate a deed of settlement with the Crown.

1.4 The Crown recognised the mandate on 25 January 2010.

1.5 The mandated body and the Crown -

1.5.1 by terms of negotiation dated 25 January 2010, agreed the scope, objectives, and general procedures for the negotiations; and

1.5.2 by way of statement of position and intent dated 27 July 2012, agreed, in principle, that Ngāti Pūkenga and the Crown were willing to enter into a deed of settlement on the basis set out in the statement of position and intent; and

1.5.3 since the statement of position and intent, have -

(a) had negotiations conducted in good faith; and

(b) negotiated and initialled a deed of settlement.

1.6 Ngāti Pūkenga, Ngā Hapū o Ngāti Ranginui and Ngāi Te Rangi entered into a collective negotiations arrangement with one another in 2010 in order to negotiate collective redress and became known as the Tauranga Moana Iwi Collective (**TMIC**).

1.7 On 15 December 2010 TMIC were advised of the Crown's negotiation parameters in relation to TMIC.

1.8 The redress in respect of each individual iwi comprising TMIC is to be set out in their respective individual deeds of settlement and insofar as their collective interests are concerned, in the Collective Deed.

1.9 The Crown is currently negotiating collective redress in the Hauraki region with Ngāti Pūkenga and other relevant iwi consistent with the Agreement in Principle Equivalent between Ngāti Pūkenga and the Crown dated 22 July 2011.

1.10 The Crown acknowledges that Ngāti Pūkenga wish to engage with the Crown in respect of potential collective redress with other relevant iwi in the Maketū and Pakikaikutu kāinga.

1.11 The Crown acknowledges that Ngāti Pūkenga has non-exclusive cultural, spiritual, historical and traditional associations with the areas described by and in the Ngāti Pūkenga statements of association contained in part 1 and Te Takapau Hora Nui o Pūkenga contained in part 2 of the documents schedule.

RATIFICATION AND APPROVALS

1.12 Ngāti Pūkenga have, since the initialling of the deed of settlement, by a majority of -

1.12.1 97.69%, ratified this deed and approved its signing on their behalf by the governance entity; and

1.12.2 95.94%, approved the governance entity receiving the redress.

1.13 The majority referred to in clause 1.12 is of valid votes cast in a ballot by eligible members of Ngāti Pūkenga.

1.14 The governance entity approved entering into, and complying with, this deed by resolution on 27 March 2013.

1.15 The Crown is satisfied –

1.15.1 with the ratification and approvals of Ngāti Pūkenga referred to in clause 1.12; and

1.15.2 with the governance entity's approval referred to in clause 1.14; and

1.15.3 the governance entity is appropriate to receive the redress.

AGREEMENT

1.16 Therefore, the parties -

1.16.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims; and

1.16.2 agree and acknowledge as provided in this deed.

2 NGĀTI PŪKENGA TRADITIONAL HISTORY

'He aha kia kīa Ngāti Pūkenga patu kai tangāta, he paruparu te kai,

he taniwha ngā tangata'

'What can be said of Ngāti Pūkenga - destroyers and devourers of men, they that eat of the very mud upon the estuary; and whose people are demi-gods.'

2.1 The following is an account and history of Ngāti Pūkenga drawn from the traditions of Ngāti Pūkenga.

2.2 Ngāti Pūkenga today is an iwi comprising the descendants of Te Tāwera, Ngāti Ha and Ngāti Pūkenga.

NGĀTI PŪKENGA

2.3 Pūkenga was born and grew up in the eastern Bay of Plenty at Rūātoki. He was a fifth generation descendant from Toroa, captain of the Mataatua waka. His mother, Tānehiwarau of Te Whānau a Tairongo from Rūātoki married Tānemoeahi a senior leader of the Mataatua people. Pūkenga lived at his father's pā, Ōhae, located near Whaitiripapā and Pūtiki on the northern side of the Ohinemataroa River where the Owhakatoro stream flows through the Rūātoki valley.

2.4 As he grew older, Pūkenga began to look beyond the valley at Rūātoki and eventually travelled to the west by the coast with his younger brother. On arriving at Tauranga Moana, they were struck by the rich food resources of the harbour and adjacent lands. To gain a better perspective over the wider region, the two men climbed the highest peak arriving at the summit towards the evening. As the sun set, they prepared their camp and their evening meal. Pūkenga, wanting to make the most of this opportunity, said to his brother Āhuru 'Kia kai mai tāua i konei' ('Let us partake of our meal here'). This statement was the basis of the name of the range of mountains, 'Kaimai', and symbolises the connection of Pūkenga and his descendants with the region. That connection was cemented further when Pūkenga laid claim to Tauranga Moana as follows: *"Ko koe ki te tuawhenua. Ko ahau ki te takutai moana" (You go inland and I will go to the coast)*

2.5 Pūkenga returned to Rūātoki to tell his parents that he and his brother planned to leave their home and settle on the new lands to which they had travelled. However, war had come to the Rūātoki valley and he was obliged to fight for his whānau. He was killed during later battles and buried in a sacred cave called Ōkawekawe that is associated with his mother's people. He did not realise his dream of returning to Tauranga Moana but his descendants did.

NGĀTI HA

2.6 Rongowhakaata, was the father of Rongopopoia who was raised in the house of Pūkenga's father, Tānemoeahi. Rongopopoia is the eponymous ancestor of Ngāti Ha, who take their name from his son Hakopūrākau. Over many generations, Ngāti Ha

merged with the descendants of Pūkenga. Hakopūrākau's grand-daughter married Pūkenga's grandson Tūhokia (Te Whetūoterangi's son). The merging of these two great tribes saw both tribal names Ngāti Ha and Ngāti Pūkenga in common usage, though Ngāti Ha was the predominant name for many generations. The iwi established their presence in Maketū, marrying into the original inhabitants. Ngāti Ha built settlements and remain at Maketū today under the tribal name Ngāti Pūkenga.

2.7 Further fighting took place in Tauranga Moana through which Ngāti Ha strengthened their foothold there. Later migrations of Ngāti Ha saw Te Ikaiti and his people also make their way to Tauranga Moana. By this time they had married into the descendants of Kūmaramaoa. Ngāti Ha's main settlements at Tauranga Moana were at Te Whaaro and the Rangataua area in general, from Matapihi (Ohuki) back to Maketū. These lands were shared with the descendants of Tamapahore who had married the descendants of Kūmaramaoa. Land at Uretureture on Matakana island was also given to Ngāti Ha by another iwi. Ngāti Ha, led by Kamaukiterangi, had assisted them in avenging the deaths of a number of their chiefs.

TE TĀWERA

2.8 The third of the tribe's names, Te Tāwera, had arisen by the nineteenth century. The name Te Tāwera emerged during the time of Taitaui, the father of Te Kou o Rehua. He and his people were descendants of the tupuna Kūmaramaoa (a descendant of Waitaha) and Pūkenga. Te Tāwera was not an alternative name for Ngāti Pūkenga but described a particular group within the iwi who were descendants of earlier marriages between Ngāti Pūkenga ancestors and ancestors of another iwi. Prior to the incident, Taitaui and his people were known as Ngāti Pūkenga.

2.9 The origin of the name 'Te Tāwera' comes from a korero concerning a woman called Ngahokainga of Ngāti Pūkenga, who lived with her people at their kāinga at Maketū. Ngahokainga and another woman were out early one morning fishing for taunahanaha. As she caught each fish, she cleaned it and placed it in her kete hidden among the beach reeds. Another woman waiting on the shore decided that it was easier to simply steal the fish rather than catch her own. When Ngahokainga discovered that her hard earned fish had been stolen, she began to wail at her misfortune. Gazing upon the early morning star which was then shining high in the sky she cried 'Aue te Tāwera, te whetu marama i te ata' ('Alas oh Venus, the bright star in the morning sky'). From this point on, those who descended from the intermarriages between the descendants of Kūmaramaoa and Pūkenga were known as Te Tāwera and those without descent from Kūmaramaoa retained the name Ngāti Pūkenga.

2.10 Te Kou o Rehua was the paramount leader of Te Tāwera and Ngāti Pūkenga. During the 1850s and 1860s, he conducted negotiations with the Crown. Te Tāwera had significant land interests in Te Puna, Katikati and the confiscated lands at Tauranga Moana. They were harshly punished by the raupatu even though they did not participate in the conflict. They were unable to return to Tauranga Moana and instead remained at the kāinga at Manaia and Pakikaikutu. Te Tāwera were not awarded interests in Ngāpeke or in land at Maketū, and they are particularly associated with Manaia and Pakikaikutu in consequence. Nowadays and for the purposes of the Historical Account, all of Te Tāwera are Ngāti Pūkenga and all of Ngāti Pūkenga are Te Tāwera.

NGĀTI PŪKENGA BEYOND TAURANGA MOANA AND MAKETŪ

2.11 During the period of intense intertribal warfare which followed the introduction of muskets in the early nineteenth century, Ngāti Pūkenga acquired landholdings through tuku at Manaia in the Coromandel and at Pakikaikutu, near present day Whangarei.

2.12 The tuku of Manaia to Ngāti Pūkenga took place at Haowhenua pa (near present day Cambridge) in 1830. It was many more years before Ngāti Pūkenga took up the offer. During this time, they continued to reside on their own ancestral lands which extended from Tauranga Moana to Maketū, traversing the Kaimai ranges and travelling by waka to Hauraki and beyond to assist and support their allies.

2.13 Ngāti Pūkenga were involved in intertribal conflicts at Hauraki, the Waikato and the Bay of Plenty which required the iwi to have ready supplies of firearms and ammunition. A section of Ngāti Pūkenga went north to the Bay of Islands to acquire both from the European and American arms traders based there. On the trip one of the men in the taua was killed near Parua Bay and land at Pakikaikutu was offered by the local people as compensation for his death.

2.14 All four Ngāti Pūkenga kāinga are located alongside coastal and harbour areas which form a significant part of the way in which the tribe and its members identify themselves. As well, these areas were critical sources of kai and underline the significance of water based modes of transport by which tupuna moved between the kāinga. Indeed, the iwi figure prominently in nineteenth century shipping records which shows them operating a coastal fleet of several vessels transporting goods and produce from Maori communities north and south of Tamaki to the fledgling capital of Auckland.

3 NGĀTI PŪKENGA HISTORICAL ACCOUNT

INTRODUCTION

3.1 Ngāti Pūkenga descend from the original inhabitants of Tauranga Moana and the pre-waka people who traversed and occupied Te Moana ā Toi te Huatahi (the entire Bay of Plenty). The iwi comprises the descendants of Te Tāwera, Ngāti Ha and Ngāti Pūkenga. The Ngāti Pūkenga customary lands are located at four dispersed kāinga. Ngāti Pūkenga describe their ancestral lands and area of interest as extending from Amaru Te Waihi at Tauranga Moana inland to Te Aroha, and south to Ngatamahinerua, Waianuanu, Te Weraiti, Pūwhenua and Otānewainuku. From Otānewainuku, the area continues east to the coast at Waihi Estuary in Maketū (including the maunga Kopukairoa, Otara and Otawa) and from there to Amaru Te Waihi. Other iwi have interests in this area.

3.2 Ngāti Pūkenga also obtained lands through tuku whenua in the nineteenth century at Manaia in the Coromandel, and at Pakikaikutu, near Whāngārei.

NGĀTI PŪKENGA AND TAURANGA MOANA

3.3 Ngāti Pūkenga are tangata whenua of Tauranga Moana and in 1840 their ahi kāroa had been sustained in accordance with their tikanga in Tauranga Moana over many generations. Ngāti Pūkenga were a prominent iwi with strength and mana in the region.

3.4 Tauranga Moana was a rich source of food which sustained a substantial population. The region was closely settled and tribes were spread across the harbour. Relationships evolved through conflict, peacemaking and intermarriage. Ngāti Pūkenga were renowned as warriors and priests. Though they were a mobile people, called upon often to assist other tribal groups with their disputes, Tauranga Moana was their kāinga matua. Ngāti Pūkenga had various pā and kāinga as well as mahinga kai and other significant sites throughout their rohe.

TE TIRITI O WAITANGI AND THE EARLY COLONIAL PERIOD

3.5 Prior to 1840 the British Crown was faced with impending uncontrolled Pakeha settlement in New Zealand. It decided to seek agreement from Māori to the establishment of British authority in New Zealand. Through a Treaty signed in 1840 the Crown sought to regulate its subjects and provide protection to Māori. Some leading rangatira signed te Tiriti o Waitangi, while others chose not to do so.

3.6 Te Kou o Rehua, the Ngāti Pūkenga leader who represented Ngāti Pūkenga in most negotiations with the Crown during his lifetime, signed Te Tiriti o Waitangi at Maungatapu at some point on or after 10 April 1840 as 'Te Kou'. Te Kou o Rehua expected that the Crown would protect his people's rights, property, and privileges. Te Kou o Rehua later observed:

> *We have heard from former Governors and from yourself that the law would protect the lands, persons and property of those who lived in peace. This was a sacred word of the Queen and also of you the Governor.*

3.7 During the 1840s there was fighting in Tauranga Moana as iwi from outside the region attacked Ngāti Pūkenga and other Tauranga Moana iwi. Ngāti Pūkenga took an active role in these conflicts which had their origins in earlier battles.

3.8 In the late 1850s, Ngāti Pūkenga allied with hapū of other Tauranga Moana iwi in renewed conflict. During this time the Ngāti Pūkenga leaders Takaroki and Raparoa were murdered on their lands at Ōhuki. Other Ngāti Pūkenga leaders chose not to seek utu for these deaths. Instead, Ngāti Pūkenga put their confidence in the Queen's law. Of this episode Te Kou o Rehua stated:

> *Now, when these men died I wondered in my heart, should I fight or what? And I reached a decision, which was this: I do not want to fight. Rather I shall apply to the Governor, because he has been placed as a head for the peoples of New Zealand; it is he who will settle this fight, and it is he and I who will secure the land...*

Te Kou spoke of the partnership which he believed flowed from Te Tiriti.

3.9 In 1863 Ngāti Pūkenga reached a peace agreement with the iwi they had been in conflict with. Ngāti Pūkenga rangatira Wiremu Te Mangemange, also known as Wiremu Te Whareiro, stated, 'He uri ahau no Rongopopoia-tangata-kotahi, e kore e whati i a koe' (I am a descendant of Rongopopoia united as one man, and will never be broken by you). Balance between the two iwi was restored. Neither had been able to subdue the other and as a result their mana remained intact.

THE QUEEN'S LAW

The Kawau Incident

3.10 Te Kou o Rehua and others were willing to put their faith in the Queen's law. However, by the mid-1850s, Ngāti Pūkenga were concerned that the laws of the colonial government discriminated against Māori. In protest, on 31 March 1856, Ngāti Pūkenga residing at Manaia seized 107 barrels of gun powder from a mining store at Kawau Island. Wiremu Te Mangemange explained that those who had taken the gun powder feared Maori would 'soon be destroyed, as were the black people of some places far off, who have disappeared from off the face of their land, from the wars raised against them, with guns and canon'. The powder was held until 18 November 1856 when, after extensive negotiations, it was returned to the Crown. The Crown also confiscated two vessels. Ngāti Pūkenga oral traditions state that Te Kou o Rehua gave the Crown an undertaking that he would not take up arms against the Crown.

Kohimarama Conference

3.11 Ngāti Pūkenga fears regarding the application of the Queen's law intensified when, in March 1860, war broke out between the Crown and some Taranaki Iwi over a disputed land purchase. In July, the Crown invited Māori leaders to attend a conference at Kohimarama to secure their support for Crown actions in Taranaki as well as discuss issues relating to the Treaty of Waitangi, land sales and law and order. Those Ngāti Pūkenga rangatira who attended the conference were Tamati Hapimana, Maketū Petera, Te Rongotoa and Whakaheke Pauro. Tamati Hapimana expressed concern

about the discriminatory nature and inconsistent application of the law by the government. He stated:

Na, e te Makarini, te ma o oku ringa, kahore ano kia poka noa i te toto Pakeha.

Na, aku Pakeha te noho nei—na, aku minita te noho nei. Na te Wiremu au i ako ki te whakapono. Kotahi ano taku ture, ko te ture o te Atua. Na te mihinare ahau i matau ai ki te tika. E rite ana hoki ki te kupu a te Atua ki a Hoani—Haere whakatikaia te ara. Inahoki na te minita nga kupu I kawe mai. Nana i para te ara, ka tae mai teAriki. Ko te taha pouri o to koutou ture i a matou. E whakakahoretia mai ana e koutou te tikanga ki a matou. .

McLean my hands are clean, I am yet to spill Pakeha blood without cause.

See, my Pakeha dwell with me, and my minister too. Williams taught me about the faith. I have one law, the law of God. It was because of the missionaries that I came to know what is right. It is like the word of God to John - Go and prepare the path, Inasmuch it was the minister who brought the word. It was he who cleared the pathway and then the Lord arrived. The dark side of your law though is applied to us. You are denying us justice (You make the law void where it concerns us.).

3.12 While those leaders who attended did not give their active support to the Crown over the events in Taranaki, many restated their commitment to the Crown under Te Tiriti o Waitangi.

THE WAR IN TAURANGA MOANA

3.13 In the early 1860s tensions between the Crown and iwi supporting the Maori King continued to grow. In July 1863 war broke out after Crown troops invaded the King's territory in the Waikato. Tauranga Moana was on the route taken by some of the King's supporters to reach the Waikato. Some Tauranga Moana hapū sent men and provisions to the King's forces in this conflict but Ngāti Pūkenga did not participate.

3.14 Crown troops arrived in Tauranga on board the HMS Miranda on 21 January 1864 and occupied the mission station at Te Papa. Their presence was intended to prevent the flow of men and supplies to Waikato and to draw Māori away from the fighting in Waikato. Over the next few months tension between Māori and Crown troops increased.

3.15 In early April 1864, the Crown redirected troops originally intended for Taranaki, following the defeat of Waikato forces, increasing the garrison at Te Papa to 1,700 troops. In mid-April 1864, Māori at Tauranga Moana fortified Pukehinahina, also known as Gate Pa, close to Te Papa. On 29 April 1864 Crown forces attacked Pukehinahina. A sustained artillery bombardment did not destroy the pa's defences and a Crown assault force was overwhelmed with heavy casualties. The Māori defenders withdrew during the night and Crown forces entered the pa unopposed the next morning.

3.16 Ngāti Pūkenga as an iwi was not involved in the conflict, although some individuals participated in the fighting. At this time Ngāti Pūkenga were continuing to strengthen their relationships with other Tauranga Moana iwi after concluding the 1863 peacemaking. As a result of these relationships, Wiremu Te Whareiro and a small

group of warriors joined the forces who occupied Pukehinahina. However, one source suggests he may have fought instead at Te Ranga. Other Ngāti Pūkenga were located at various places including Waikato, Manaia, Maketū, Pakikaikutu. According to Ngāti Pūkenga iwi tradition, after the battle at Pukehinahina Te Kou o Rehua directed Te Whareiro and those with him to withdraw to Manaia to avoid conflict with the Crown. Ngāti Pūkenga took no part in any of the later conflicts.

THE CONFISCATION OF THE TAURANGA DISTRICT

3.17 The New Zealand Settlements Act 1863 provided the legal framework for the Crown's confiscation of Māori land. The Act was designed to punish any Māori who had taken up arms or supported those involved in armed resistance against the Crown. The Crown's confiscation policy implemented in Tauranga Moana was also driven by a determination to open up large areas of land for settlers, to have a land bank to pay for the war, and its commitment to place military settlers on the land.

3.18 The Act empowered the Governor in Council to proclaim confiscation districts and take specific sites within a confiscation district for military settlements. The Order in Council relating to Tauranga Moana confiscated the entire district rather than particular areas within it.

3.19 The confiscation at Tauranga Moana was originally part of a greater plan devised by the Crown. This confiscation would have included the large natural harbour at Tauranga Moana and the fertile flat country of the Waikato while avoiding the densely forested hill country of the Kaimai ranges. Governor Grey subsequently planned a more limited confiscation. On 5 and 6 August 1864 Governor Grey held discussions with Māori at Tauranga to arrange a confiscation. There is no record of Ngāti Pūkenga having attended this meeting which took place after they had withdrawn to Manaia. Addressing those who had been in military action against the Crown the Governor stated that the Crown would retain a quarter of any land confiscated and return the rest to Māori. To those who, like Ngāti Pūkenga, had not been involved in the fighting he said,

> *I now speak to you, the friendly Natives. I thank you warmly for your good conduct under circumstances of great difficulty. I will consider in what manner you shall be rewarded for your fidelity. In the meantime, in any arrangement which may be made about the lands of your tribe, your rights will be scrupulously respected.*

3.20 In May 1865, the Crown issued an Order in Council confiscating approximately 214,000 acres of land at Tauranga Moana under the New Zealand Settlements Act 1863. The Order in Council described the land of Tauranga Moana as 'all the lands of the tribe Ngaiterangi'. At that time this term was used by Crown officials to describe all Mäori of Tauranga Moana. The chief judge of the Native Land Court warned the Crown that the confiscation might not include all of the 214,000 acres because there were other iwi with interests in this land not identified in the Order in Council. However, the Order in Council confiscated all the land described in the schedule, regardless of the iwi to whom it belonged or whether they had fought against the Crown. This disregarded Grey's assurances that the rights of 'friendly Natives' would be 'scrupulously respected'.

3.21 The Tauranga District Lands Act 1867 retrospectively validated the Order in Council and agreements entered into by the Crown involving land in the confiscation district.

The Tauranga District Lands Act 1868 corrected errors in the description of the boundaries and increased the area included in the original Order in Council by 76,000 acres. The Crown eventually retained a block of 50,000 acres, between the Wairoa and Waimapu rivers, which became known as the confiscated block.

THE CROWN'S ACQUISITION OF THE KATIKATI AND TE PUNA BLOCKS

3.22 Meanwhile, in mid August 1864, the Crown initiated the acquisition of more than 93,000 acres of land within the confiscation district from leaders of another Tauranga Moana iwi. This was nine months before the Crown implemented the confiscation. Despite Grey's assurances, Ministers of the Crown wanted the land fronting the large natural harbour of Tauranga Moana for settlement. The acquisition covered that land within the confiscation district from the Te Puna Stream to its northern boundary. The Crown did not investigate the ownership of this block before concluding the transaction.

3.23 This transaction allowed the Crown to acquire most of the lands fronting the harbour at Tauranga Moana, as originally proposed by the Crown. It also enabled the Crown to acquire more land in the confiscation district than had been proposed by Governor Grey while not increasing the area of the 50,000 acre confiscated block. In this way the Crown honoured the letter, but not the spirit, of the Governor's promise to return three quarters of the land confiscated at Tauranga Moana. The Crown's purchase of Katikati Te Puna ignored the interests of Ngāti Pūkenga and other groups.

3.24 Ngāti Pūkenga soon protested the Crown's acquisition of the Katikati and Te Puna blocks. Just over a month after the acquisition was agreed, Te Kou o Rehua wrote to the Crown pointing out that Tauranga Moana, from Kaituna to Amaru Te Waihi, belonged to Ngāti Pūkenga:

> *Friend. Salutations to you. Great is the love to you. Friend, release my land at Tauranga because I am a man without offence. I have committed no offence. If I had gone to fight at Tauranga and Waikato it would then have been right to punish me, that is my people. While you were fighting at Waikato and at Tauranga I lived quietly at Hauraki. That is my word to you to fetch me to stand within my storehouse. That is the first. This second is, I am living under the Queen's law.*
>
> *Third. We have heard from former Governors and from yourself that the law would protect the lands, persons and property of those who lived in peace. This was a sacred word of the Queen and also of you the Governor.*
>
> *Fourth. If any person or tribe gave (sold) Tauranga it would not be right because the land did not belong to him (or them). The land belonged to us.*
>
> *Fifth. If (another tribe) have received money for Tauranga, that piece will not be right with us for their offence. Rather let the payment of their offence and for the money be their land at Opotiki and Paparoa, the name of the place of their ancestors.*
>
> *Sixth. Tauranga moana (sea) and Tauranga whenua (land) belong to us going all (the way) to Katikati, this belongs to us and to Taraia and people, the southern boundary is Kaituna.*

Seventh. We are quite aware of the origin (cause) of our land, of our ancestors left to us, on the day of adjudication it will come forth (it will be done).

3.25 Ngāti Pūkenga consider this to be one of the most significant statements of their interests in Tauranga Moana. Their understanding of the protective nature of the law was consistent with the assurances Grey made to those iwi who had not fought against the Crown.

3.26 Te Kou added that he had remained at his kāinga at Hauraki and had not participated in the conflict with the Crown. He also referred to the nature of the negotiations, which he believed were secret, and contrasted them with the governor's involvement in other negotiations:

... We will not talk secretly to you, our talk will always be in daylight. Do you understand this?

He planned to participate in any further discussions at Auckland involving the other iwi.

3.27 Nevertheless, lands in which Ngāti Pūkenga claimed an interest were later confiscated by the Crown and the acquisition of Katikati and Te Puna was arranged without reference to Ngāti Pūkenga or their interests.

3.28 In September and October 1864 Ngāti Pūkenga also sought the intervention of the Aboriginal Protection Society in London. The first letter endorsed two points already made by the society in an address to the Governor on the recent wars: '1st. That the war in the country be at once terminated; and 2ndly. That the land of the Maoris should not be taken from them'. The second letter requested that the Society establish an inquiry into the causes of the war. Ngāti Pūkenga, sometimes with other Tauranga Moana iwi, also sent several petitions to the Crown protesting against the confiscation of their land.

3.29 Another letter repeated these sentiments and restated the earlier commitments given by Te Kou to the Governor from the time of the Kawau incident:

For this was my word to you, before, at the commencing of the fighting at Waikato, that I must be taken from my house and dragged forth.

Te Kou o Rehua stated, in relation to his land at Tauranga Moana, 'this my hand clasps tightly on Tauranga'. The letter concluded 'the land at the present time belongs to me and I am taught by the law to hold on to my place for my posterity after me forever'.

3.30 Te Kou o Rehua took a leading role in December 1864 when several Tauranga Moana iwi wrote to the Crown protesting the Crown's land dealings at Tauranga Moana and asking for an investigation. The letter stated:

Friends. Salutations to you all, in the love of our heavenly father. Salutations. This is our word for you to consider. Show your regard to us by returning to us our land which has been taken... (the) land which has been taken is Tauranga and Katikati.

What we mean by returning to us our land is that you should investigate it.

Te Kou continued to place his faith in the Governor's assurances and the Queen's law. He characterised the Crown's dealings for all of Katikati, Te Puna and Te Papa as 'kua riro' ('taken by the hand of others') and concluded that these areas were the 'land for which I am obstinate'.

3.31 That same month the Crown initiated investigations into the interests of Ngāti Pūkenga and other groups in Te Puna-Katikati. The investigation of Ngāti Pūkenga interests was undertaken by two Crown officials who had been involved in the Te Puna-Katikati transaction. It took them six months to complete their inquiry. In June 1865, they reported that Ngāti Pūkenga had been driven from Tauranga in the late eighteenth century and returned in 1857. The officials concluded that Ngāti Pūkenga had been reinstated on land outside the Te Puna, Katikati and confiscated blocks by a hapū of another iwi after their return. Although the report stated that Ngāti Pūkenga were absent from Tauranga until 1857, it also concluded that Ngāti Pūkenga could fairly claim other lands they retained in Tauranga Moana. They did not specify the extent of any of these interests or where they were located.

3.32 This report was the first expression of what would become a consistently held Crown view of Ngāti Pūkenga interests at Tauranga Moana. This was a view which severely restricted their interests there, yet according to their tikanga, Ngāti Pūkenga had maintained ahi karoa in Tauranga Moana over many generations.

3.33 On 14 August 1866, Te Tawera, Ngāti Pūkenga and the Crown signed a deed dealing with the iwi's interests in the confiscated block and the Te Puna and Katikati blocks. Ngāti Pūkenga received compensation of £500. This comprised £350 for Ngāti Pūkenga interests in the confiscated block and £150 for the iwi's interests in the Te Puna-Katikati blocks.

3.34 The Crown returned 8,700 acres from the 50,000 acre confiscated block to Māori as reserves. Of this, individuals of Ngāti Pūkenga received just 98.5 acres. This was made up of two 49-acre blocks and two quarter acre township allotments. The iwi lost all their ancestral lands at Tauranga Moana through confiscation and the acquisition of Te Puna and Katikati. Under the terms of the deed the 98.5 acres was returned to three senior rangatira in four individualised titles. Ngāti Pūkenga believe that the fears earlier expressed by Ngāti Pūkenga leaders were realised at Tauranga Moana when their lands were confiscated by the Crown.

3.35 Through the deed, the Crown recognised that Te Tāwera and Ngāti Pūkenga retained interests in the confiscated block and in the Katikati and Te Puna blocks. These dealings also show that the Crown viewed Ngāti Pūkenga as a Hauraki iwi, rather than an iwi of Tauranga Moana. It was one of several deeds the Crown concluded in relation to the Tauranga confiscation and Te Puna Katikati purchase with groups that it termed Hauraki iwi.

THE RETURN OF LAND IN TAURANGA MOANA

3.36 The New Zealand Settlements Act 1863 provided for a compensation court to determine compensation due to Māori whom the court deemed not to have been in rebellion. However, no compensation court was established in Tauranga. Rather, part-

time commissioners were appointed to return land to Māori in individualised title. It took more than two decades for all of the returned land to be awarded to Māori.

3.37 By 1874 little progress had been made in the return of lands. The Commissioners appointed to undertake the return of land had yet to consider a number of blocks in which Ngāti Pūkenga claimed interests. Ngāti Pūkenga sought to secure their land interests through the Native Land Court. The Crown's confiscation of land in Tauranga Moana in 1865 and the subsequent Tauranga District Lands Act 1867 extinguished all customary title over this land. This meant that the Native Land Court had no jurisdiction to hear any claims to it. However, Ngāti Pūkenga and other Tauranga Moana iwi and hapū, sought to have the Native Land Court investigate their claims to lands within the Tauranga confiscation district east of the Waimapu River. Ngāti Pūkenga claimed some blocks exclusively and others jointly with other Tauranga Moana groups.

3.38 In August 1874 the Court notified various Crown officials of the claims by Ngāti Pūkenga and others. The native land legislation provided for these officials to examine applications to the Court and identify any Crown land included in them. The Court had no jurisdiction to hear claims over Crown land. In September 1874, before these officials had made this assessment, the Crown issued a proclamation which suspended the operation of the Native Land Court over a wide area of the central North Island. In October 1874, despite Tauranga Moana not being included within this area, the Chief Judge withdrew all the claims for land in Tauranga Moana as a result of the Crown's proclamation.

3.39 It was not until March 1877 that a commissioner investigated the greater Otawa block, which included the Otawa, Ngāpeke, Papamoa and Mangatawa blocks. Ngāti Pūkenga were prevented by the commissioner from presenting their ancestral claim in the open hearing process. The commissioner subsequently said they could only present a claim in private and without other claimants in attendance. The commissioner awarded the Ngapeke block to Ngāti Pūkenga but did not believe that they held any interest in it. He stated that this block would have been awarded to a hapū of another iwi but for that hapū informing him that they had given over their claim to Ngāti Pūkenga. As a result, Ngāti Pūkenga were awarded their only land in Tauranga Moana through a tuku aroha made at the hearing rather than on the basis of their ancestral claim to the land.

3.40 Ngāti Pūkenga sought a rehearing of the Otawa blocks because their claims had not been heard and they were dissatisfied with the award of Ngāpeke alone. Their grievances were described in a letter to the Premier on 27 May 1877, which stated:

> *Friend. Salutations to you. We apply to you for a rehearing of the case of Otawa, land in the Tauranga district, the title to which was gone into before the Native Land Court at Te Papa Tauranga which commenced on the 9th March 1877. Well, our tribe the Ngati Pūkenga were not allowed by the judge to stand up in Court and state our grounds of claim or put questions to members of other Tauranga tribes. We are vainly trying to ascertain why we were not allowed to make our statements in Court.*

Two months later they made a further request for a rehearing in a letter to the Native Minister.

3.41 Later in 1877 Ngāti Pūkenga repeated their grievance in a petition to Parliament. The Native Affairs Committee which considered the petition only heard evidence from the

official who had been civil commissioner at Tauranga during the confiscation and Te Puna-Katikati transaction, and had largely rejected their ancestral claims within the Te Puna-Katikati blocks. This official maintained that Ngāti Pūkenga had stated that they had no interest in land east of the Waimapu River, which included the Otawa block. The committee subsequently dismissed Ngāti Pūkenga claims to Otawa as having 'little or no value'.

3.42 The committee noted that there would be a rehearing on the application of another iwi. A rehearing was conducted in February and March 1878 by the same Crown official who had repeatedly rejected Ngāti Pūkenga's broad ancestral claims to land at Tauranga Moana from 1864 to this time. There was no modification to the award to Ngāti Pūkenga.

3.43 Ngāti Pūkenga believe they were prejudiced by the Crown relying on the advice of the same official for all decisions affecting their land interests at Tauranga Moana. This Crown official, who had been involved in the Te Puna-Katikati transaction, was consistently called upon to advise on the interests of Ngāti Pūkenga in Tauranga Moana, and then to review or inform inquiries about those decisions. On some occasions only minor Ngāti Pūkenga interests were admitted. At other times the Crown denied Ngāti Pūkenga had any interests in Tauranga Moana. Evidence to the contrary and the significant protest by the iwi against these decisions did not alter the Crown's position.

3.44 After 1865, individuals of Ngāti Pūkenga were left with 98.5 acres of ancestral land to occupy at Tauranga Moana and all but a section of the iwi resided at Manaia in consequence. The Manaia lands were previously utilised primarily as a base for trade into Auckland. This pattern of specific utilisation changed with the Tauranga confiscation. The loss of customary interests at Tauranga Moana left Ngāti Pūkenga unable to occupy traditional kāinga in their rohe and increasingly dependent on their lands at Maketū and tuku lands at Ngapeke, Manaia and Pakikaikutu.

NGĀTI PŪKENGA LAND AT MAKETŪ

3.45 Ngāti Pūkenga have a long history of occupation at Maketū over many generations. During this time, Ngāti Pūkenga became closely aligned with iwi of Te Arawa who also resided at Maketū. The alliance between the iwi was so strong that Ngāti Pūkenga in Maketū fought alongside Te Arawa at one time even though it meant fighting against their Ngāti Pūkenga kin from Tauranga Moana (each took care to spare the lives of their relations on the other side).

3.46 Through the Native Land Court process, individuals of Ngāti Pūkenga were awarded interests in blocks of land in the Maketū region through ancestry, through intermarriage, and te rau o te patu.

The Native Land Court

3.47 Ngāti Pūkenga lands outside of Tauranga Moana were subject to title determination hearings by the Native Land Court. The Court was established by the Native Lands Act 1862. There were many subsequent amendments to this initial statute and several consolidations of native land legislation through the nineteenth century. An important function of the Court was determining the ownership of Māori land and the conversion of customary land titles into titles derived from the Crown.

3.48 The Waewaetutuki block (1,370 acres), which borders the Waihi estuary, was the largest award to individuals of Ngāti Pūkenga. Some individuals were also awarded interests in the Marotoroa and Matawhero blocks on the Maketū peninsula, as well as part of the Ngahikakino block, and in the Pukaingataru, and Paengaroa North blocks located adjacent to or inland from Maketū. These awards were the only ancestral lands awarded to any Ngāti Pūkenga by the Native Land Court in the Bay of Plenty. The Court dismissed the Ngāti Pūkenga claim, along with the claims of a number of other iwi, to the Tumu Kaituna block. In addition, in their applications to the Court in 1874, representatives of the iwi included an area of what would become the Te Puke block acquired by the Crown.

3.49 Ngāti Pūkenga also claimed interests in the Ohineahuru and Okarito blocks but their representatives did not appear at subsequent hearings and the land was awarded to other iwi.

3.50 Ngati Pūkenga traditionally held all their lands in tribal tenure. However, the Native Land Court awarded titles to individuals who were able to deal with the land without regard to the iwi. The Native Land Court awarded land on the Maketū peninsula to individuals who descended from four Ngāti Pūkenga rangatira. When a listed owner died their interests were succeeded by that owner's descendants alone. Today only the descendants of the four rangatira hold interests in the Maketū lands. Before 1894 the native land laws provided no option for Māori to be awarded titles which facilitated tribal control over their land. By this time all but a tiny fragment of Ngāti Pūkenga's remaining land had passed through the Native Land Court.

The Arawa Consolidation Scheme

3.51 The land tenure reform imposed by the Crown meant that the remaining Ngāti Pūkenga landholdings were held in increasingly fragmented titles. Ongoing successions to the interests of deceased owners made the problem worse. During the 1920s, the Crown attempted to resolve the problem of Maori being left with fragmented and often uneconomic land holdings by introducing consolidation schemes. Consolidation was intended to promote the development of land by whānau groups.

3.52 From 1926 to 1928, interests in land awarded to Ngāti Pūkenga owners were subject to the Maketū series of the Arawa Consolidation Scheme. This had the effect of severing Ngāti Pūkenga connections to some of their ancestral lands. Although Ngāti Pūkenga land owners received the same land value as they took into the scheme, they were sometimes located on land to which they had a lesser connection.

3.53 The consolidation scheme was administered by the Crown. The primary focus of the scheme was to consolidate the land interests of individuals of neighbouring iwi and their trust board. Ngāti Pūkenga had less influence on the development and implementation of the scheme by the Crown. Ngāti Pūkenga tribal interests in this region were vulnerable in such a process because they had no comparable organisation of their own. The tribe's kainga at Maketū consolidated into different locations from the original awards and their customary association with Maketū was diminished.

Maketū and Little Waihi Estuaries

3.54 Since the nineteenth century the development of meat processing, agricultural farming and horticulture has caused considerable damage to the waterways which feed into the

Maketū and Little Waihi estuaries. This has badly affected the water quality in the estuaries. Urban development at Little Waihi, including leaching from septic tanks, has also had a detrimental impact on the Little Waihi estuary. There have been significant reductions in the quantity and variety of kaimoana and birdlife in the Maketū and Little Waihi estuaries caused in particular by the diversion of the Kaituna River into the sea at Te Tumu in the 1950s..

3.55 Ngāti Pūkenga consider that the estuaries are no longer a major source of kai because of the way in which they have been managed by the Crown for decades and that their customary associations with the Maketū and Little Waihi estuaries have been diminished by the Crown's management.

PAKIKAIKUTU

3.56 In the 1830s Ngāti Pūkenga received land at Pakikaikutu, on the shores of the Whangarei harbour, as tuku whenua. This land and the adjoining harbour became increasingly important to Ngāti Pūkenga following the confiscation at Tauranga Moana. In 1877 this land was awarded to them after a hearing by the Native Land Court. Following the award of Pakikaikutu by the court Ngāti Pūkenga found it difficult to maintain ownership of the block.

3.57 From the 1860s a strip of Ngāti Pūkenga land along the coast at Pakikaikutu was utilised as a road. The usage of this road became so common that the local council expended public money on its development and upkeep. In 1927 the Crown compulsorily acquired the land under the Native Land Amendment Act 1913, taking a significant area of the block of great cultural importance to Ngāti Pūkenga. The land had been used as a site for the iwi to land their waka while residing at the kāinga. Compensation for the taking of road-lines was payable under the Act. There is nothing to indicate whether the Ngāti Pūkenga landowners claimed or received any compensation for the land they lost.

3.58 In the 1960s, following an application from one owner for a partition of her interests in Pakikaikutu 2C2, the Maori Land Court arranged a subdivision of Ngati Pūkenga land at Pakikaikutu overlooking the Whangarei harbour. After dividing off part of the block for one owner, the Court subsequently partitioned the balance into nineteen residential sections and a hill country block. All the sections and the hill country block were vested in the Maori Trustee under section 438 of the Maori Affairs Act 1953. The sections were to be sold, with the cash realised from sales to fund the development, while the hill country block was to be leased to one of the owners. Some owners did appear before the court to oppose the subdivision application. They explained their aspirations for the land but the court rejected their proposal.

3.59 Preference for sale was given to the owners where they held sufficient shares or had the available finance. However, none of the owners held the required number of shares or were able to obtain the finance needed to purchase. Deceased owners' shares were sold without first seeking succession orders and a consent to sell from the successors. As a result the best pieces of Pakikaikutu land were sold outside of Ngāti Pūkenga ownership leaving them with the steep back parts of the block which are unsuitable for housing, business, or marae development.

MANAIA: HE PATAKA KAI

3.60 Manaia became a much more important pataka kai for Ngāti Pūkenga after the raupatu at Tauranga Moana. The land and resources in the valley were made freely available to Ngāti Pūkenga by another iwi as a place to stand and sustain Ngāti Pūkenga. After Ngāti Pūkenga lost their customary land and food resources at Tauranga Moana, the pataka kai became crucial to the iwi's physical and spiritual survival.

The Native Land Court

3.61 In August 1872 the Native Land Court awarded the Manaia 1 and 2 blocks to eight individuals chosen by Ngāti Pūkenga to each represent a hapū of the iwi. Prolonged litigation over several decades followed as the iwi attempted to have those named in the title recognised as trustees for the hapū. However, in 1888 a successor to the representative of Ngāti Whākina, successfully applied to have her interests in the block partitioned out. Under the native land legislation individual owners were able to deal with tribal lands as their own personal property.

3.62 This was strenuously opposed by Ngāti Pūkenga. In a letter to the Native Land Court, their representatives explained their status in holding the land on behalf of their iwi:

> *It was written down before, and it is correct, that Manaia was given by Ngati Maru for all Ngati Pūkenga. We, the eight in the grants for those two lands, are representatives for all the people of the eight hapu within Ngāti Pūkenga...We are the people chosen by the committee of Ngati Pūkengaas representatives from those eight hapu. (The original named owner) is representative of one of these hapu above, Ngati Whakina...Their share has gone...*

3.63 The partition order issued by the Court had, however, already been cancelled.

3.64 In 1889, the same owner applied for a partition of Manaia 1 and 2 blocks, an action unsuccessfully opposed by the other owners. The applicant was awarded 611 acres. This was Ngāti Whākina land but was dealt with as personal property. This land was acquired by the Crown in 1891.

3.65 Under the Native Land Court Act 1894, the Native Land Court was empowered to determine whether individuals awarded titles to Maori land were intended to be trustees for other owners. In 1907, the court addressed the question of whether the eight original owners were trustees or absolute owners. The land acquired by the Crown was no longer in the court's jurisdiction and was not considered in these proceedings. The Court found that the original owners of the Manaia block were trustees for the wider iwi and issued a revised list of 113 beneficial owners for Manaia 1B and 2B.

3.66 In 1913 the Crown took 320 acres of land in settling survey liens placed on the land when it was subdivided. This included some land taken to pay for surveys necessitated by Crown purchase. One of these Crown-purchase surveys was never undertaken, despite the owners being charged £30 with respect to it.

Crown land purchases

3.67 In April 1914, the Crown decided to open negotiations to purchase the Manaia 1B and 2B Section E2 block after a non resident owner offered to sell his interests. The native land legislation in force at the time provided for district Maori land boards to convene meetings of the assembled owners of Maori land blocks to consider any proposed alienations. In December 1915 the Waikato-Maniapoto District Maori Land Board organised a meeting of the assembled owners of Manaia 1B and 2B Section E2 to consider the sale of this land to the Crown. However the owners refused to elect a chair, and the Crown's proposal was not even considered. Despite this, in January 1916, the Crown authorised the purchase of individual interests without calling for another meeting of the owners. However, no further negotiations were attempted for several years.

3.68 Early in 1921 the Crown acquired its first interests in Manaia which it purchased from three individual owners. Later in 1921 the Crown attempted to purchase further interests from non resident owners by asking the Land Board to organise a meeting of the assembled owners at Te Puke. However the owners again would not even consider the Crown's proposal, and once more refused to elect a chair. They criticised the decision to hold the meetings at Te Puke as they insisted those living on the land should make decisions on such proposals.

3.69 Between 1924 and 1932, the Crown acquired further individual interests in the block. In 1933 and 1934 the Crown took steps to consolidate the individual interests it had acquired into a single block. An arrangement was made for some non sellers living at Maketū to transfer their interests in Manaia 1 and 2B section E2 to the Crown in exchange for land at Maketū. In 1935 the Crown concluded that the land at Manaia was unsuitable for settlement, and ceased purchasing there. In 1935 the Native Land Court awarded the Crown 1976 acres and a further 732 acres 2 roods 24 perches were awarded to those owners who had not sold their interests.

3.70 From an original area of approximately 4912 acres, less than half (2004 acres) remains Maori freehold land today, due to the Crown purchases in the nineteenth and twentieth centuries totalling 2908 acres.

The Manaia 1C School site

3.71 In 1897, though concerned at the loss of their lands, Ngāti Pūkenga gifted a site for a school at Manaia. In 1962 the school was moved off the site. After several years of consultation between Ngāti Pūkenga and Crown officials the school site was vested in the Maori Trustee for sale or lease. Crown officials and the Maori Land Court rejected a proposal by Ngāti Pūkenga leaders, on behalf of the iwi, to retain the land in a tribal title. In 1967, after several years of consultation between the community at Manaia and Crown officials the school was sold by tender to an individual from another iwi. The proceeds from the sale were paid to the Ahimia Marae with the exception of a fee paid to the Maori Trustee to cover its costs in dealing with the land.

Gold, timber, and environmental impacts

3.72 Significant environmental impacts followed gold mining and timber extraction at Manaia. In 1868 the Crown leased land from Ngāti Pūkenga at Manaia for gold mining purposes. In the mid 1880s deposits of gold were discovered, and a road was

constructed from the coast inland through the land of local residents. However, little gold was produced.

3.73 Mining activity had a profound impact on the environment. Land was cleared of vegetation. According to Ngāti Pūkenga oral traditions chemical waste from gold extraction was discharged into waterways. The timber industry expanded through the nineteenth century and extraction became more extensive and comprehensive. Streams and rivers in the Manaia catchment were dammed and released to create floods that moved timber to the coast. Eel weir constructed in the rivers were destroyed by such practices. Ngāti Pūkenga oral traditions record that cultivations on the lowlands adjacent to the river were likewise destroyed.

3.74 The destruction of native vegetation on the Manaia block led to erosion of the land. Land at the bottom of the valley near the harbour has been frequently inundated by floodwaters. The construction of State Highway 25 across the estuary at Manaia has exacerbated flooding as the highway acts as a barrier to water draining from the catchment. Regular flooding has prevented iwi landowners from effectively cultivating and farming low lying land near the coast. Māra kai and traditional sources of kaimoana were adversely affected by sedimentation, flooding and erosion of the Manaia catchment and this severely weakened the Ngāti Pūkenga community at Manaia. In particular, Ngāti Pūkenga have been unable to exercise kaitiakitanga, manakitanga and whanaungatanga consistently.

TAURANGA MOANA KĀINGA

3.75 The 98.5 acres of reserves set aside for three Ngāti Pūkenga individuals in Te Puna and Bethlehem were alienated soon after they were returned. The tuku aroha of Ngāpeke, which had been awarded to Ngāti Pūkenga through the Commissioner's Court process, was all that remained for Ngāti Pūkenga to occupy at Tauranga Moana.

3.76 Ngāti Pūkenga struggled to maintain land holdings in tribal ownership under the native land laws. In 1896 the Native Land Court considered a partition application for the Ngāpeke block. Ngāti Pūkenga chiefs requested that the title for the Ngāpeke block remain undivided and opposed individualisation of the title. Hīrama Mokopapaki stated:

> *The land was given to Ngāti Pūkenga. They have no other land. They want to hold this land in its undivided state – and they entirely disapprove of a partition being made in it. We occupy tribally not individually. As long as we occupy collectively our shares are undispersed and no one claims more than another.*

3.77 However, some owners did wish to define their interests. The block was divided into five parts. Ngāti Pūkenga arranged the ownership lists for two partitions but were unable to agree on the boundaries of the three remaining partitions. After inspecting the block the presiding Judge determined the boundaries of these partitions.The individualisation and partition of the Ngāpeke block facilitated alienations. An area of approximately 176 hectares is no longer Maori freehold land. These alienations saw the loss of the most valuable, best, flat and arable lands along the coastline of the Ngāpeke block. These losses also limited the iwi's access to the Rangataua arm of the harbour and its resources. Among the sales were two Ngāpeke blocks sold to the Crown in 1946. Both blocks contained wāhi tapu that remain important to Ngāti Pūkenga. Ngāti Pūkenga also suffered through the loss of the summits of Kōpūkairoa and Ōtawa maunga, both through twentieth century public works acquisitions.

The Tauranga Development Scheme

3.78 The increasing fractionation of Māori land at Ngāpeke created difficulties for Ngāti Pūkenga in the development of this land. In the 1930s the Crown sought to address these problems through the Tauranga Development Scheme. Thirteen partitions containing 789 acres 1 rood 15 perches were administered as one unit by the Board of Māori Affairs with the aim of clearing and developing the land. The Crown advanced money towards the development of the land. These advances became a charge against the blocks.

3.79 Ngāti Pūkenga was advised that labour costs would be fully subsidised by the government's Unemployment Fund. This was a significant factor in the land owners including their land in the scheme. However, the Crown later decided that part of the labour cost for the scheme should become a charge on the land. In 1946 the Crown purchased two blocks involved in the development scheme. In 1957, after twenty years of Crown administration, the remaining blocks were returned to the owners to manage as two farming units. These units were subject to leases of 42 years duration. The loss of control over their land for more than sixty years was significant for Ngāti Pūkenga. Over this period, only a few people were able to occupy the land as farmers.

Uneconomic interests and status changes

3.80 From 1953 the Crown sought to address the problem of increasingly fractionated Māori land titles through the compulsorily purchasing of uneconomic land interests. The Māori Trustee administered Conversion Fund, established by the Maori Affairs Act 1953, was used to compulsorily acquire any Māori land interests where those interests were defined by the Crown as uneconomic. Many of the Ngāti Pūkenga owners lost their interests at Ngāpeke through this process. The loss of interests, however small, was a cause of great pain for Ngāti Pūkenga, severing their connection to the land.

3.81 The Maori Affairs Amendment Act 1967 extended existing provisions relating to the change of the status of Māori land to European land in cases where there were fewer than four owners. A status change was achieved by declaration by a Māori Land Court official which did not require the consent of the Māori landowners. This affected sixteen partitions of the Ngāpeke block and was a further mechanism which weakened the relationship of many Ngāti Pūkenga with the tuku aroha.

Urban development

3.82 Since the Second World War, the Tauranga district has experienced rapid urbanisation. Ngāti Pūkenga consider that they have benefitted little from this transformation. The resources of Tauranga Moana, particularly in the Waitao awa and Rangataua arm of the harbour, have been affected by population increase and environmental degradation following rapid changes in land use to accommodate intensive pastoral agriculture, forestry, horticulture and quarrying. Siltation of the harbour and over fishing for commercial purposes has seen a decline in the quality and quantity of many fish and shellfish species.

3.83 Ngāti Pūkenga believe that they have been unable to maintain their kaitiaki responsibilities as tangata whenua to manage the lands and waters of Tauranga Moana as a result of the loss customary interests experienced there. Until recently

Ngāti Pūkenga were excluded from any involvement in planning or resource management.

THE NGĀTI PŪKENGA IDENTITY

Te Ōhāki a Te Kouorehua

'Paroto, i muri i a au me hoki te whenua nei ki a Ngati Maru, na ka whakahoki koe i te iwi ki te wa kainga ki Tauranga'.

The Dying Speech of Te Kouorehua

'Paroto, after I am gone this land must return to Ngāti Maru, and then it is your duty to take our tribe back home to Tauranga'

3.84 Custom dictates that Ngāti Pūkenga should return all the tuku lands when they are no longer required. Te Kou o Rehua through his ōhākī, clearly recognised this custom. However Ngāti Pūkenga consider that they have had no option but to occupy their tuku lands following the Crown's confiscation of Tauranga Moana lands. Ngāti Pūkenga lost much of their kainga matua, or unifying hub, through the confiscation and were dispersed between their four small and scattered kainga as a result.

3.85 None of the kāinga, alone, has been sufficient to sustain the iwi as a whole. They are geographically dislocated communities and it became increasingly difficult to maintain relationships and communication across the iwi as a whole. The kāinga of Ngāti Pūkenga have operated as four iwi and have functioned as autonomous entities within their own regions. Particular kāinga hui together but there are few occasions where Ngāti Pūkenga has gathered in hui. Nevertheless, the iwi has continued to foster their relationships and shared whakapapa.

3.86 The iwi consider that the loss of the Ngāti Pūkenga land holdings at Tauranga Moana following the confiscation and the absence of a written record to explain their relationship to Tauranga Moana land, has resulted in the iwi being marginalised in histories which deal with the relationship between Maori and the Crown.

4 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

4.1 The Crown acknowledges that Ngāti Pūkenga rangatira Te Kou o Rehua made a commitment to te Tiriti o Waitangi/the Treaty of Waitangi and the relationship with the Crown that flowed from it. The Crown further acknowledges that Ngāti Pūkenga has always maintained this commitment through to the present day.

4.2 The Crown acknowledges:

4.2.1 that despite the promise of te Tiriti o Waitangi/Treaty of Waitangi, many Crown actions created long-standing grievances for Ngāti Pūkenga; and

4.2.2 the Crown failed to deal in an appropriate way with grievances raised by successive generations of Ngāti Pūkenga; and

4.2.3 recognition of Ngāti Pūkenga grievances is long overdue.

War in Tauranga

4.3 The Crown acknowledges that:

4.3.1 Ngāti Pūkenga, as an iwi, did not take part in the war in Tauranga as they were committed to upholding te Tiriti o Waitangi/the Treaty of Waitangi; and

4.3.2 the Crown was ultimately responsible for the outbreak of war in Tauranga in 1864 and its actions were a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Tauranga confiscation/raupatu

4.4 The Crown acknowledges that, despite it leading Te Tāwera and Ngāti Pūkenga to believe their interests would be scrupulously respected, the confiscation/raupatu at Tauranga Moana and the Tauranga District Lands Acts 1867 and 1868, unjustly extinguished the customary title of Te Tāwera and Ngāti Pūkenga in the land within the confiscation district, and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.5 The Crown acknowledges that its confiscation/raupatu at Tauranga Moana left Ngāti Pūkenga increasingly dependent on tuku whenua lands outside of Tauranga for their support, and that the wish Te Kou o Rehua expressed in his ōhākī for all Ngāti Pūkenga at Manaia to return to Tauranga Moana has not occurred.

4.6 The Crown also acknowledges that:

4.6.1 it returned just 98.5 acres of the Tauranga confiscation block to three Ngāti Pūkenga individuals;

4.6.2 it did not offer the same opportunity to Ngāti Pūkenga to pursue their ancestral claim to the greater Otawa block, which included the Otawa, Ngāpeke, Pāpāmoa and Mangatawa blocks, that it offered others and in so doing failed to acknowledge the ancestral claim of Ngāti Pūkenga at Tauranga Moana; and

4.6.3 it returned land to Ngāti Pūkenga in the form of individualised title rather than Māori customary title.

4.7 The Crown further acknowledges that the confiscation/raupatu and the subsequent Tauranga District Lands Acts 1867 and 1868:

4.7.1 deprived Ngāti Pūkenga of wāhi tapu, access to natural resources and opportunities for development at Tauranga Moana;

4.7.2 prevented Ngāti Pūkenga from exercising mana and rangatiratanga over land and resources within Tauranga Moana; and

4.7.3 severed the ability of Ngāti Pūkenga to nurture the traditions associated with its long connections with its customary lands including wāhi tapu, natural resources and other sites in Tauranga Moana and marginalised Ngāti Pūkenga as an iwi in Tauranga Moana.

Te Puna-Katikati purchase

4.8 The Crown acknowledges that, it failed to actively protect Ngāti Pūkenga interests in lands they wished to retain when it initiated the purchase of Te Puna and Katikati blocks in 1864 without investigating the rights of Ngāti Pūkenga or involving Ngāti Pūkenga in purchase negotiations and completed the purchase despite Ngāti Pūkenga opposition, and this failure was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Native land laws

4.9 The Crown acknowledges that:

4.9.1 the operation and impact of the native land laws at Tauranga Moana, Manaia, Maketū and Pakikaikutu, in particular the awarding of land to individual Ngāti Pūkenga rather than to iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation. This contributed to the further erosion of the traditional tribal structures of Ngāti Pūkenga which were based on collective tribal and hapū custodianship of land. This had a prejudicial effect on Ngāti Pūkenga and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles;

4.9.2 it did not provide any means in the native land law legislation until 1894 for a form of collective title enabling Ngāti Pūkenga to administer and utilise their lands by which time title to much Ngāti Pūkenga land had been awarded to individual Ngāti Pūkenga; and

4.9.3 the failure to provide a legal means for the collective administration of Ngāti Pūkenga land was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.10 The Crown acknowledges that:

4.10.1 Ngāti Pūkenga reasonably believed that the eight individuals to whom the Native Land Court awarded title of Manaia 1 and 2 in 1871 were representatives of the hapū of Ngāti Pūkenga;

4.10.2 the Native Land Court awarded the lands of Ngāti Whakina at Manaia 1 and 2 in 1889 to a successor of one of the individual owners despite the opposition to this award by Ngāti Pūkenga;

4.10.3 the Crown purchased Manaia 1 and 2 in 1891 from the individual owner recognised under the Native land laws leaving Ngāti Whakina landless; and

4.10.4 by, allowing this individual owner to sell hapū lands, the native land legislation did not reflect the Crown's obligation to actively protect the interests of Ngāti Whakina in Manaia 1 and 2, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.11 The Crown acknowledges that between 1921 and 1932 it purchased a large area of land at Manaia from individual owners despite two meetings of the assembled owners of this land refusing to even consider the Crown's offer.

Pakikaikutu Coastal Road

4.12 The Crown acknowledges that its taking of land for the coastal road at Pakikaikutu severed the Ngāti Pūkenga kāinga at Pakikaikutu from the sea, and that this has caused great distress for Ngāti Pūkenga.

Surveys at Manaia

4.13 The Crown acknowledges that Ngāti Pūkenga was deprived of nearly 320 acres of their land at Manaia when the Crown took this land to pay for surveys. The Crown further acknowledges that the 320 acres included approximately 35 acres for surveys which were never carried out, and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Maketū Consolidation Scheme

4.14 The Crown acknowledges that the Maketū consolidation scheme carried out by the Crown resulted in Ngāti Pūkenga losing interests in some of the land to which they had customary connections and acquiring interests in land to which they had lesser connections.

Tauranga Development Scheme

4.15 The Crown acknowledges that its administration of the Tauranga development scheme deprived Ngāti Pūkenga of effective control of a significant part of their land for many years. The Crown also acknowledges that Ngāti Pūkenga did not receive all the benefits they were led to expect from the development scheme and many owners effectively lost the opportunity to live on and use their land under the development scheme.

Uneconomic Interests

4.16 The Crown acknowledges that, between 1953 and 1974, legislation empowered the Māori Trustee to compulsorily acquire Ngāti Pūkenga land interests which the Crown considered uneconomic. The Crown acknowledges this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles and deprived Ngāti Pūkenga of a direct link to their turangawaewae.

Land status changes

4.17 The Crown acknowledges that the compulsory status changes to Māori land titles carried out under the Māori Affairs Amendment Act 1967 weakened the connection of many Ngāti Pūkenga to their turangawaewae.

Insufficiency of land

4.18 The Crown acknowledges that it failed to ensure that Ngāti Pūkenga were left with sufficient land at Tauranga for their present and future need and that this failure was a breach of the Treaty of Waitangi and its principles.

The environment

4.19 The Crown acknowledges:

4.19.1 that Ngāti Pūkenga describe Tauranga Moana and the Maketū and Little Waihi estuaries as significant taonga and sources of spiritual and material wellbeing;

4.19.2 that Ngāti Pūkenga also describe Whangarei Harbour as of great importance to them;

4.19.3 the significance of the land, awa, and harbour at Manaia to Ngāti Pūkenga as a pataka kai; and

4.19.4 that environmental degradation has been a source of distress to Ngāti Pūkenga because of adverse impacts on:

(a) Tauranga Moana, especially the Waitao awa and Rangataua arm of the harbour; the Maketū and Little Waihi estuaries;

(b) the land, awa and harbour at Manaia; and

(c) the quantity and quality of species at these locations which were important to Ngāti Pūkenga.

APOLOGY

4.20 The Crown makes this apology to Ngāti Pūkenga, their ancestors and descendants.

4.21 The Crown unreservedly apologises for bringing war to Tauranga Moana, and unjustly extinguishing all customary title to land within the Tauranga Moana confiscation district. The Crown is sorry that Ngāti Pūkenga did not receive the same opportunity as others to protect and nurture their interests in Tauranga Moana after the raupatu, and that Ngāti Pūkenga were left increasingly dependent on lands outside Tauranga Moana for their support. For the Crown, the marginalisation of Ngāti Pūkenga in Tauranga Moana, and the harm this caused, are sources of profound regret.

4.22 The Crown apologises for exacerbating this harm by consistently failing to respect the rangatiratanga of Ngāti Pūkenga in their remaining lands.

4.23 The Crown acknowledges the suffering it caused Ngāti Pūkenga through its breaches of the Treaty of Waitangi. This settlement will, the Crown sincerely hopes, mark the beginning of a new relationship between the Crown and Ngāti Pūkenga which is founded on respect for the Treaty of Waitangi and its principles.

5 SETTLEMENT

ACKNOWLEDGEMENTS

5.1 Each party acknowledges that -

5.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but

5.1.2 full compensation by the Crown to Ngāti Pūkenga is not possible; and

5.1.3 in agreeing to this settlement, which is intended to enhance the ongoing relationship between Ngāti Pūkenga and the Crown (in terms of the Treaty of Waitangi, its principles and otherwise), Ngāti Pūkenga are foregoing full compensation to contribute to New Zealand's development.

5.2 Ngāti Pūkenga acknowledge that, taking all matters into consideration (some of which are specified in clause 5.1), the settlement is fair in the circumstances.

SETTLEMENT

5.3 Therefore, on and from the settlement date, -

5.3.1 the historical claims are settled; and

5.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

5.3.3 the settlement is final.

5.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

5.5 The redress, to be provided in settlement of the historical claims, -

5.5.1 is intended to benefit Ngāti Pūkenga collectively; but

5.5.2 may benefit particular members, or particular groups of members, of Ngāti Pūkenga if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

5.6 The settlement legislation will, on the terms provided by, -

5.6.1 part 3 of the legislative matters schedule, settle the historical claims; and

5.6.2 part 4 of the legislative matters schedule, exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

5.6.3 part 4 of the legislative matters schedule provide that the legislation referred to in part 4 of the legislative matters schedule does not apply, -

(a) to a redress property; or

(b) for the benefit of Ngāti Pūkenga or a representative entity; and

5.6.4 part 4 of the legislative matters schedule, require any resumptive memorial to be removed from a computer register for, a redress property, if settlement of that property has been effected.

5.7 The settlement legislation will, on the terms provided by part 11 of the legislative matters schedule, -

5.7.1 provide that the rule against perpetuities and the Perpetuities Act 1964 does not -

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which -

(i) the trustees of Te Tāwharau o Ngāti Pūkenga Trust, being the governance entity, may hold or deal with property; and

(ii) the trustees of Te Tāwharau o Ngāti Pūkenga Trust, may exist; and

5.7.2 require the Secretary for Justice to make copies of this deed publicly available.

5.8 Part 1 of the general matters schedule provides for other action in relation to the settlement.

6 CULTURAL REDRESS

STATUTORY ACKNOWLEDGEMENT

6.1 The settlement legislation will, on the terms provided by part 5 of the legislative matters schedule, -

6.1.1 provide the Crown's acknowledgement of the statements by the settling group of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Te Tumu to Waihi Estuary Coastal Statutory Acknowledgement Area (as shown on deed plan OTS-060-007):

(b) Hauturu Block (as shown on deed plan OTS-060-005):

(c) Pakikaikutu Coastal Statutory Acknowledgement Area (as shown on deed plan OTS-060-009):

(d) Manaia Harbour Statutory Acknowledgement Area (as shown on deed plan OTS-060-006):

(e) Manaia River Statutory Acknowledgement Area (as shown on deed plan OTS-060-011); and

6.1.2 require relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement; and

6.1.3 require relevant consent authorities to forward to the governance entity

(a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and

(b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and

6.1.4 enable the governance entity, and any member of the settling group, to cite the statutory acknowledgement as evidence of the settling group's association with an area; and

6.1.5 record that the statutory acknowledgement does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, an area.

6.2 The statements of association recognised by statutory acknowledgements are in part 1 of the documents schedule.

6.3 The provision by the Crown of statutory acknowledgements does not prevent the Crown from -

6.3.1 providing, or agreeing to introduce legislation providing or enabling, the same or similar redress to any other iwi or settling group;

6.3.2 disposing of land; or

6.3.3 doing anything that is consistent with the statutory acknowledgements.

PROTOCOL

6.4 The taonga tūturu protocol must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister.

6.5 The protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

FORM AND EFFECT OF PROTOCOL

6.6 The protocol will be -

6.6.1 in the form in part 3 in the documents schedule; and

6.6.2 issued under, and subject to, the terms provided by part 6 of the legislative matters schedule.

6.7 A failure by the Crown to comply with the protocol is not a breach of this deed.

RELATIONSHIP AGREEMENTS

6.8 The parties agree that the Collective Deed will provide for a relationship agreement between the Tauranga Moana Iwi Collective and the Minister of Conservation. This relationship agreement will set out how Ngāti Pūkenga and the Director-General of Conservation will engage on conservation matters within the area set out in the Collective Deed.

RELATIONSHIP WITH MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

6.9 The Crown acknowledges the interest Ngāti Pūkenga has in creating a tribal culture of innovation and entrepreneurship, especially with respect to opportunities for Ngāti Pūkenga, as a small iwi, to:

6.9.1 create sustainable, economic and business development;

6.9.2 enhance the profile of Ngāti Pūkenga;

6.9.3 strengthen the development of Ngāti Pūkenga whānau; and

6.9.4 cultivate strong and responsive tribal leadership.

6.10 To recognise this, the Ministry of Business, Innovation and Employment and the governance entity agree to develop a relationship agreement that:

6.10.1 creates links between the strategic objectives of the Ministry and the tribal development outcomes of Ngāti Pūkenga;

6.10.2 supports Ngāti Pūkenga's strategic initiatives;

6.10.3 connects Ngāti Pūkenga with relevant sources of support.

PROMOTION OF RELATIONSHIPS INTERNAL TO CROWN

6.11 By the settlement date, the Minister for Treaty of Waitangi Negotiations will, to the extent the Minister has not already done so, write to each of the Ministries of the Crown listed in clause 6.12 to:

6.11.1 advise that the Crown has entered into a deed of settlement with Ngāti Pūkenga and to introduce Ngāti Pūkenga; and

6.11.2 encourage the Ministry to enter into an effective and durable working relationship with Ngāti Pūkenga to the extent this has not already been achieved and/or given effect to by a protocol or a document between the Ministry and the governance entity recording the relationship, by the settlement date.

6.12 The Ministries referred to in clause 6.11 are:

6.12.1 Ministry of Business, Innovation and Employment; and

6.12.2 Ministry of Education; and

6.12.3 Ministry for the Environment; and

6.12.4 Ministry for Primary Industries; and

6.12.5 Ministry of Social Development; and

6.12.6 Ministry for Culture and Heritage.

PROMOTION OF OTHER RELATIONSHIPS

6.13 By the settlement date, the Director of the Office of Treaty Settlements will write to the Chief Executives of the entities listed in clause 6.14 to:

6.13.1 advise that the Crown has entered into a deed of settlement with Ngāti Pūkenga and to introduce Ngāti Pūkenga; and

6.13.2 encourage the entity to enter into an effective and durable working relationship with Ngāti Pūkenga to the extent this has not already been achieved and/or given effect to by a document between the entity and the governance entity recording the relationship by the settlement date.

6.14 The entities referred to in clause 6.13 are:

6.14.1 the Bay of Plenty Tertiary Partnership; and

6.14.2 University of Waikato; and

6.14.3 University of Auckland; and

6.14.4 Massey University; and

6.14.5 NorthTec; and

6.14.6 Te Wananga o Aotearoa; and

6.14.7 Te Wananga o Raukawa; and

6.14.8 Waiariki Institute of Technology; and

6.14.9 Telecom New Zealand Limited; and

6.14.10 the Whangarei District Council; and

6.14.11 the Northland Regional Council; and

6.14.12 the Thames Coromandel District Council; and

6.14.13 the Waikato Regional Council; and

6.14.14 the Bay of Plenty Polytechnic

6.14.15 Te Whare Wananga o Awanuiarangi.

CULTURAL REDRESS PROPERTIES

6.15 The settlement legislation will vest in the governance entity on settlement date:

In fee simple

6.15.1 the fee simple estate in Liens Block;

In fee simple subject to a conservation covenant

6.15.2 the fee simple estate in Pae ki Hauraki (as shown on deed plan OTS-060-003), subject to the governance entity providing a registrable conservation covenant in relation to Pae ki Hauraki in the form set out in part 6 of the documents schedule;

In fee simple and in fee simple subject to recreation reserve

6.15.3 the part of Ōtūkōpiri shown as A on deed plan OTS-060-004 vests in fee simple;

6.15.4 the parts of Ōtūkōpiri shown as B, C and D on deed plan OTS-060-004 to vest as recreation reserve with Ngāti Pūkenga as the governance entity.

Jointly vested subject to a conservation covenant

6.16 The settlement legislation will, on the terms provided by paragraph 7.6 of the legislative matters schedule:

6.16.1 vest the fee simple estate in Te Tihi o Hauturu (being part of the Coromandel Forest Park; as shown on deed plan OTS-060-010) in the following entities as tenants in common on the settlement date:

(a) the governance entity as to an undivided half share; and

(b) the Ngāti Maru governance entity as to an undivided half share;

6.16.2 clause 6.16.1 is subject to the entities referred to in clause 6.16.1 providing the Crown with a registrable conservation covenant in relation to Te Tihi o Hauturu on the terms and conditions in part 7 of the documents schedule;

6.16.3 clauses 6.16.1 and 6.16.2 will not apply if the Ngāti Maru governance entity is not established within 3 months of the date of this deed and, subject to clause 6.18, clause 6.17 will apply;

6.17 The settlement legislation will provide that, on the later of the settlement date and the Ngāti Maru settlement date:

6.17.1 the fee simple estate in Te Tihi o Hauturu vests in the following entities as tenants in common;

(a) the governance entity as to an undivided half share; and

(b) the Ngāti Maru governance entity as to an undivided half share;

6.17.2 clause 6.17.1 is subject to the entities referred to in clause 6.16.1 providing the Crown with a registrable conservation covenant in relation to Te Tihi o Hauturu on the terms and conditions in part 7 of the documents schedule;

6.18 Clauses 6.16 and 6.17 will not apply if the Ngāti Maru settlement legislation is not enacted within 5 years of the settlement date, in which case clause 6.19 will apply:

6.19 The settlement legislation will provide that, on the Te Tihi o Hauturu vesting date:

6.19.1 the fee simple estate in Te Tihi o Hauturu vests in the governance entity;

6.19.2 clause 6.19.1 is subject to the governance entity providing the Crown with a registrable covenant in relation to Te Tihi o Hauturu on the terms and conditions in part 7 of the documents schedule with any necessary modifications;

6.19.3 the Minister of Conservation must, as soon as reasonably practicable after the date referred to in clause 6.18, publish a notice in the gazette specifying the Te Tihi o Hauturu vesting date and stating that Te Tihi o Hauturu ceases to be a conservation area and the fee simple estate in Te Tihi o Hauturu vests in the governance entity on that date.

Jointly vested as a scenic reserve

6.20 The settlement legislation will, on the terms provided by paragraph 7.8 of the legislative matters schedule, jointly vest the fee simple estate in Pūwhenua (recorded name is Puwhenua) (as shown on deed plan OTS-060-013) as a scenic reserve in the following entities as tenants in common:

6.20.1 the trustees of Te Kapu o Waitaha as to an undivided 1/6 share;

6.20.2 the trustees of Tapuika Iwi Authority Trust as to an undivided 1/6 share;

6.20.3 the trustees of Te Tahuhu o Tawakeheimoa Trust as to an undivided 1/6 share;

6.20.4 the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share;

6.20.5 the Ngāi Te Rangi governance entity as to an undivided 1/6 share; and

6.20.6 the trustees of Te Tāwharau o Ngāti Pūkenga Trust as to an undivided 1/6 share.

6.21 The settlement legislation will on the terms provided by paragraph 9.7 of the legislative matters schedule establish a joint management body, which will be the administering body for the reserve.

Jointly vested as a scenic reserve subject to a right of way easement

6.22 The settlement legislation will, on the terms provided by paragraph 7.7 of the legislative matters schedule, vest the fee simple estate in Otānewainuku (recorded name is Otanewainuku) (as shown on deed plan OTS-060-012) as a scenic reserve in the following entities as tenants in common –

6.22.1 the trustees of Te Kapu o Waitaha as to an undivided 1/6 share;

6.22.2 the trustees of Tapuika Iwi Authority Trust as to an undivided 1/6 share;

6.22.3 the trustees of Te Tahuhu o Tawakeheimoa Trust as to an undivided 1/6 share each;

6.22.4 the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share;

6.22.5 the Ngāi Te Rangi governance entity as to an undivided 1/6 share; and

6.22.6 the trustees of Te Tāwharau o Ngāti Pūkenga Trust as to an undivided 1/6 share.

6.23 The settlement legislation will, on the terms provided by paragraph 9.7 of the legislative matters schedule, establish a joint management body, which will be the administering body of the reserve.

Vesting date for Pūwhenua and Otānewainuku

6.24 The settlement legislation will, on the terms provided by parts 7.7 to 7.9 of the legislative matters schedule, provide that the vestings of, and establishment of the joint management bodies for, Pūwhenua and Otānewainuku will occur on a date to be specified by the Governor-General by Order in Council, on recommendation by the Minister of Conservation.

6.25 The settlement legislation will, on the terms provided by parts 7.7 to 7.9 of the legislative matters schedule, provide that the Minister must not make the recommendation referred to in clause 6.24 to the Governor-General until the following Acts of Parliament have come into force:

6.25.1 the settlement legislation; and

6.25.2 the legislation required to be proposed for introduction to the House of Representatives under each of the following deeds:

(a) the Waitaha settlement deed;

(b) the Tapuika settlement deed;

(c) the Ngāti Rangiwewehi settlement deed;

(d) the Ngāti Ranginui settlement deed;

(e) the Ngāi Te Rangi settlement deed.

6.26 The settlement legislation will, on the terms provided by paragraph 8.22.4 of the legislative matters schedule, provide that the Liens Block, Pae ki Hauraki and Te Tihi o

Hauturu will be afforded the same level of protection under the Crown Minerals Act 1991 as if those sites continued to be covered by clause 11 of Schedule 4 to that Act.

6.27 Pursuant to clause 9.4, the Crown and the trustees of the Te Tāwharau o Ngāti Pūkenga Trust will agree in writing to any necessary changes to the draft settlement bill proposed for introduction to the House of Representatives so as to give effect to the vesting of Pūwhenua and Otānewainuku in the manner specified in clauses 6.20 to 6.24.

6.28 Each cultural redress property is to be –

6.28.1 as described in appendix 2 to the legislative matters schedule; and

6.28.2 vested on the terms -

(a) of the settlement legislation provided for by parts 7 to 9 of the legislative matters schedule; and

(b) as set out in part 2 of the property redress schedule; and

6.28.3 subject to any encumbrances, or other documentation, in relation to that property -

(a) to be provided by the governance entity; or

(b) required by the settlement legislation; and

(c) in particular, referred to by part 8 and appendix 2 to the legislative matters schedule

otherwise disclosed under part 1 of the property redress schedule.

6.29 The settlement legislation will provide provisions that allow the lease that affects those areas of Ōtūkōpiri shown as A on deed plan OTS-060-004 as described in appendix 2, to be treated as a private lease.

CULTURAL REDRESS PAYMENTS

6.30 The Crown will pay to the governance entity on the settlement date $500,000 for Ngāti Pūkenga cultural revitalisation.

6.31 The Crown will pay to the governance entity on the settlement date $180,000 for marae revitalisation in Manaia.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

6.32 Subject to the exclusive cultural redress provided in clause 6.15 and the shared redress in clauses 6.16 to 6.22, the Crown may do anything that is consistent with the cultural

redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

7 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

7.1 The Crown will pay the governance entity on the settlement date that amount which is determined according to the following calculation:

7.1.1 the financial and commercial redress amount of $5,000,000; but

7.1.2 less –

(a) the on-account payment, as provided in clauses 7.2 and 7.3; and

(b) $1,880,000 being the total transfer value for the commercial redress properties if the governance entity has not given written notice in accordance with clause 7.5.1.

7.2 Within 10 business days after the date of this deed, the Crown will pay $1,000,000 to the governance entity on account of the financial and commercial redress amount in clause 7.1.1.

7.3 As soon as is reasonably possible after the Crown has proposed the terms of the draft settlement bill for introduction into the House of Representatives, the Crown will pay $2,120,000 to the governance entity on account of the financial and commercial redress amount in clause 7.1.1.

COMMERCIAL REDRESS PROPERTIES

7.4 Subject to clause 7.5.1, the commercial redress properties are to be -

7.4.1 transferred by the Crown to the governance entity on the settlement date -

(a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and

(b) on the terms of transfer in part 4 of the property redress schedule; and

7.4.2 as described, and are to have the transfer values, in part 3 of the property redress schedule.

7.5 The transfer of the commercial redress properties (excluding the commercial redress property described as 447-449 Welcome Bay Road, Tauranga in part 3 of the property redress schedule) are subject to:

7.5.1 the governance entity's right to elect that those commercial redress properties are not to be transferred to it by the Crown on the settlement date, by giving the relevant landholding agency a written notice, specifying that it does not

wish the Crown to transfer those commercial redress properties to it on the settlement date, by giving written notice on the earlier of:

(a) 13 August 2013; or

(b) not less than five business days before the draft settlement bill has been introduced into the House of Representatives.

7.6 If the governance entity has given notice in accordance with clause 7.5.1, the commercial redress properties to which the notice relates shall, from the date of such notice, no longer be commercial redress properties for the purposes of this deed.

7.7 The transfer of each commercial redress property will be -

7.7.1 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.

7.8 The commercial redress property for no consideration -

7.8.1 is to be as described in part 3 of the property redress schedule; and

7.8.2 is to be transferred by the Crown to the governance entity -

(a) as redress, for no consideration; and

(b) subject to paragraph 4.1 of the property redress schedule, on the terms of transfer in part 4 of the property redress schedule.

SETTLEMENT LEGISLATION

7.9 The settlement legislation will, on the terms provided by part 10 of the legislative matters schedule, enable the transfer of the commercial redress properties to the extent required.

RIGHT OF FIRST REFUSAL OVER QUOTA

7.10 The Crown agrees to grant to the governance entity a right of first refusal to purchase certain quota as set out in the RFR deed over quota.

Delivery by the Crown of a RFR deed over quota

7.11 The Crown must, by or on the settlement date, provide the governance entity with two copies of a deed (the "***RFR deed over quota***") on the terms and conditions set out in part 4 of the documents schedule and signed by the Crown.

Signing and return of RFR deed over quota by the governance entity

7.12 The governance entity must sign both copies of the RFR deed over quota and return one signed copy to the Crown by no later than 10 business days after the settlement date.

Terms of RFR deed over quota

7.13 The RFR deed over quota will:

7.13.1 relate to the RFR area;

7.13.2 be in force for a period of 50 years from the settlement date; and

7.13.3 have effect from the settlement date as if it had been validly signed by the Crown and the governance entity on that date.

Crown has no obligation to introduce or sell quota

7.14 The Crown and the governance entity agree and acknowledge that:

7.14.1 nothing in this deed, or the RFR deed over quota, requires the Crown to:

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

(b) introduce any applicable species (being the species referred to in Schedule 1 of the RFR deed over quota) into the quota management system (as defined in the RFR deed over quota); or

(c) offer for sale any applicable quota (as defined in the RFR deed over quota) held by the Crown; and

7.14.2 the inclusion of any applicable species (being the species referred to in Schedule 1 of the RFR deed over quota) in the quota management system may not result in any, or any significant, holdings by the Crown of applicable quota.

8 COLLECTIVE REDRESS

COLLECTIVE DEED

8.1 The Crown and Ngāti Pūkenga acknowledge that:

8.1.1 the Crown and TMIC have initialled the Collective Deed which specifies the collective components of redress that each individual iwi comprising TMIC will receive from the Crown, in addition to their individual redress set out in their respective deeds of settlement;

8.1.2 all redress for Ngāti Pūkenga to settle all historical claims comprises the redress:

(a) set out in this deed; and

(b) set out in the Collective Deed, insofar as Ngāti Pūkenga's interests in TMIC are concerned.

OTHER POTENTIAL COLLECTIVE REDRESS

8.2 The Crown and Ngāti Pūkenga acknowledge that:

8.2.1 the Crown is currently negotiating collective redress, that includes collective cultural, commercial and financial redress, in the Hauraki region with relevant iwi, including Ngāti Pūkenga, consistent with the Agreement in Principle Equivalent between the Crown and Ngāti Pūkenga dated 22 July 2011 and consistent with the Crown's "Revised financial offer to the iwi of the Hauraki Collective" dated 26 October 2012;

8.2.2 Ngāti Pūkenga wish to engage with the Crown in respect of potential collective redress with other relevant iwi in the Maketū and Pakikaikutu kāinga regions.

8.3 Ngāti Pūkenga acknowledge and affirm the effect of clauses 5.3 and 8.1.2 of this deed and in so doing also acknowledge that:

8.3.1 notwithstanding that collective redress has been offered in the negotiations in clause 8.2.1, whether or not that collective redress is in fact finally provided is dependent on a range of factors including agreement of all relevant iwi; and

8.3.2 there is no guarantee that any further collective redress will be offered or provided to Ngāti Pūkenga as a consequence of any collective negotiations in clause 8.2.2.

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

9.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives within 12 months of the signing of the Collective Deed.

9.2 In doing so the Crown may elect the extent to which such draft settlement bill deals with, in addition to this deed, the Collective Deed and any other deed of settlement with the other iwi which comprise TMIC.

9.3 The settlement legislation proposed for introduction must include all matters required by:

9.3.1 this deed; and

9.3.2 in particular, the legislative matters schedule; and

9.3.3 be in a form that is satisfactory to the governance entity and to the Crown.

9.4 However, the settlement legislation proposed for introduction to the House of Representatives, may include changes to the requirements of this deed agreed in writing by the governance entity and the Crown.

9.5 Ngāti Pūkenga and the governance entity must support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

9.6 This deed, and the settlement, are conditional on:

9.6.1 the Collective Deed being signed; and

9.6.2 the settlement legislation coming into force.

9.7 However, the following provisions of this deed are binding on its signing:

9.7.1 clauses 9.1 and 9.5; and

9.7.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

9.8 This deed -

9.8.1 is "without prejudice" until it becomes unconditional; and

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

9.9 Clause 9.8 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

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

9.10.1 the settlement legislation has not come into force within 36 months after the date of this deed or such further date as the parties may agree; and

9.10.2 the terminating party has given the other party at least 60 business days' notice of an intention to terminate.

9.11 If this deed is terminated in accordance with its provisions -

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

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

9.11.3 this deed remains "without prejudice", but

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

10 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

10.1 The general matters schedule includes provisions in relation to -

10.1.1 the implementation of the settlement; and

10.1.2 the Crown's -

(a) payment of interest in relation to the settlement; and

(b) tax indemnities in relation to redress; and

10.1.3 giving notice under this deed or a settlement document; and

10.1.4 amending this deed.

HISTORICAL CLAIMS

10.2 In this deed, historical claims -

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

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

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Ngāti Pūkenga or a representative entity, including the following claims:

(a) Wai 148;

(b) Wai 162;

(c) Wai 210;

(d) Wai 285;

(e) Wai 637;

(f) Wai 751;

(g) Wai 815;

(h) Wai 1441; and

(i) Wai 1703; and

10.2.3 includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Ngāti Pūkenga or a representative entity, including the following claims:

(a) Wai 3;

(b) Wai 47;

(c) Wai 100; and

(d) Wai 728.

10.3 However, **historical claims** does not include the following claims -

10.3.1 a claim that a member of Ngāti Pūkenga, or a whānau, hapū, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 10.5.1;

10.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 10.3.1.

10.4 To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.

NGĀTI PŪKENGA

10.5 In this deed, **Ngāti Pūkenga** or the **settling group** means -

10.5.1 the collective group composed of -

(a) individuals descended from one or more Ngāti Pūkenga tūpuna; and

(b) individuals who are members of the groups referred to in paragraph 10.5.3(a), (b) and (c); and

10.5.2 every individual referred to in paragraph 10.5.1; and

10.5.3 includes the following groups:

(a) Ngāti Pūkenga, Te Tawera, Ngāti Hā; and

(b) Ngāti Kiorekino, Ngāti Hinemotu, Ngāti Pūkenga, Ngāti Rakau, Ngāti Te Matau, Ngai Towhare, and Ngāti Whakina; and

(c) any whānau, hapū, or group of individuals composed of individuals referred to in paragraph 10.5.1.

10.6 In this deed, Ngāti Pūkenga tūpuna or ancestors means an individual who -

10.6.1 exercised customary rights as Ngāti Pūkenga in relation to the kāinga areas of interest by virtue of being descended from -

(a) Pūkenga, Kumaramaoa, and Rongopopoia; or

(b) a recognised ancestor of any of the groups referred to in subsection 10.5.3(a), (b) and (c); and/or

(c) exercised the customary rights as Ngāti Pūkenga predominantly in relation to the kāinga areas of interest at any time after 6 February 1840.

10.7 For the purposes of clause 10.6, **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including -

10.7.1 rights to occupy land; and

10.7.2 rights in relation to the use of land or other natural or physical resources.

10.8 For the avoidance of doubt, for the purposes of the deed, whāngai are considered Ngāti Pūkenga.

10.9 For the purposes of clause 10.5.1 -

10.9.1 a person is **descended** from another person if the first person is descended from the other by -

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with the settling group's tikanga (customary values and practises); and

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

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

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

Hon Christopher Finlayson

WITNESS

Name: Patsy Reddy
Occupation: Director
Address: Wellington

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

Hon Simon William English

WITNESS

Name: Katrina Cireco-Anslie
Occupation: Public Servant
Address: 9/- The Beehive, Wellington

ATTESTING SIGNATORIES

Eru Thompson [signature] Maxine Dunn

MIKE T. KAHOTEA. Violet Smallman

[signature]

TIQUN A Shaw Pehua Charles Smallman

Roger Kaui

Grant Mikaere [signature]

[signature] Joan Douglas.

Irena Smallman

Michael Kevin Algar. Farren Ngatai K. Smallman

Maora Reed.

Meraina C Nelson M. E. Rangdom

Maraea (Dawn R Wihongi) [signature]

[signature]

Ruby Vahui. Mereana Moko

Matilda Van Suffran [signature]

Lillian Merekaekau Kolle. [signature]

Diane Bergham [signature]

Maraea (Dawn R. Wihongi). Puni Watters.

Maia N Wilson Whakarongotai Hohoutetes

Sophie Te Moni. Rewa Barham

Mary Te Mue Tawa

Aleeta Asher - Sampson

Te Toho a Tuj

Robyn Nightingale

ATTESTING SIGNATORIES

T. Blake

Christopher Nepia

Hoti Ngawaewera Blake

Ieysha Kipa

Gail Reihana.

Ngāti Pūkenga

and

The Trustees of Te Tāwharau o Ngāti Pūkenga Trust

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: GENERAL MATTERS

TABLE OF CONTENTS

1 IMPLEMENTATION OF SETTLEMENT

1.1 The governance entity must use best endeavours to ensure that every historical claim proceedings is discontinued –

1.1.1 by the settlement date; or

1.1.2 if not by the settlement date, as soon as practicable afterwards.

1.2 The Crown may, after the settlement date, do all or any of the following:

1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement:

1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement:

1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:

(a) terminating a historical claim proceedings:

(b) giving further effect to this deed, including achieving –

(i) certainty in relation to a party's rights and/or obligations; and/or

(ii) a final and durable settlement.

1.3 The Crown may cease, in relation to Ngāti Pūkenga or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.

1.4 Ngāti Pūkenga and every representative entity must–

1.4.1 support a bill referred to in paragraph 1.2.3; and

1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

2 INTEREST

2.1 The Crown must pay interest on the financial and commercial redress amount to the governance entity on the settlement date.

2.2 The interest is payable –

2.2.1 on $5,000,000, for the period beginning on the date the deed is initialled and ending on the day before the on-account payment in clause 7.2 is made;

2.2.2 on $4,000,000, for the period beginning on the date the on-account payment in clause 7.2 is made and ending on the day before the on-account payment in clause 7.3 is made;

2.2.3 on $1,800,000 for the period beginning on the date the on-account payment in clause 7.3 is made and ending on the day before the settlement date.

2.2.4 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.

2.3 The interest is –

2.3.1 subject to any tax payable in relation to it; and

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

3 TAX

INDEMNITY

3.1 The provision of Crown redress, or an indemnity payment, to the governance entity is not intended to be -

3.1.1 a taxable supply for GST purposes; or

3.1.2 assessable income for income tax purposes.

3.2 The Crown must, therefore, indemnify the governance entity for -

3.2.1 any GST payable by the governance entity in respect of the provision of Crown redress or an indemnity payment; and

3.2.2 any income tax payable by the governance entity as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the governance entity.

any reasonable cost or liability incurred by the governance entity in taking, at the Crown's direction, action -

(a) relating to an indemnity demand; or

(b) under paragraph 3.13 or paragraph 3.14.1(b).

LIMITS

3.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):

3.3.1 interest paid under part 2:

3.3.2 the governance entity's –

(a) use of Crown redress or an indemnity payment; or

(b) payment of costs, or any other amounts, in relation to Crown redress.

ACKNOWLEDGEMENTS

3.4 To avoid doubt, the parties acknowledge -

3.4.1 the Crown redress is provided -

(a) to settle the historical claims; and

(b) with no other consideration being provided; and

3.4.2 in particular, the following are not consideration for the Crown redress:

(a) an agreement under this deed to –

(i) enter into an encumbrance, or other obligation, in relation to Crown redress; or

(ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:

(b) the performance of that agreement; and

3.4.3 nothing in this part is intended to imply that -

(a) the provision of Crown redress, or an indemnity payment, is –

(i) a taxable supply for GST purposes; or

(ii) assessable income for income tax purposes.

if the governance entity is a charitable trust, or other charitable entity, it receives -

(iii) redress, assets, or rights other than for charitable purposes; or

(iv) income other than as exempt income for income tax purposes; and

3.4.4 the governance entity and the TMIC governance entity for the purposes of the Collective Deed are the only entities that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

3.5 None of the governance entity, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 3.

3.6 In particular, the governance entity agrees that –

3.6.1 from the settlement date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and

3.6.2 neither it, nor any person associated with it, will claim with respect to the provision of Crown redress, or an indemnity payment, -

(a) an input credit for GST purposes; or

(b) a deduction for income tax purposes.

INDEMNITY DEMANDS

3.7 The governance entity and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the governance entity may be entitled to an indemnity payment.

3.8 An indemnity demand –

3.8.1 may be made at any time after the settlement date; but

3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is –

(a) specified in an assessment; or

(b) a date for the payment of provisional tax; or

(c) otherwise determined; and

3.8.3 must be accompanied by -

(a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and

(b) if the demand relates to GST and the Crown requires, a GST tax invoice.

INDEMNITY PAYMENTS

3.9 If the governance entity is entitled to an indemnity payment, the Crown may make the payment to -

3.9.1 the governance entity; or

3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the governance entity.

3.10 The governance entity must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –

3.10.1 the due date for payment of the tax; or

3.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the governance entity must promptly repay to the Crown any amount that-

3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or

3.11.2 the governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

3.12 The governance entity has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

RULINGS

3.13 The governance entity must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of Crown redress.

CONTROL OF DISPUTES

3.14 If the governance entity is entitled to an indemnity payment, the Crown may -

3.14.1 by notice to the governance entity, require it to -

(a) exercise a right to defer the payment of tax; and/or

(b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, -

(i) a tax assessment; and/or

(ii) a notice in relation to the tax, including a notice of proposed adjustment; or

3.14.2 nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 3.14.1; and

3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

DEFINITIONS

3.15 In this part, unless the context requires otherwise, -

provision, in relation to redress, includes its payment, credit, transfer, vesting, making available, creation, or grant; and

use, in relation to redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

4 NOTICE

APPLICATION

4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.

4.2 In particular, this part is subject to the provisions of part 5 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property.

REQUIREMENTS

4.3 A notice must be -

4.3.1 in writing; and

4.3.2 signed by the person giving it (but, if the governance entity is giving the notice, it is effective if not less than two trustees sign it); and

4.3.3 addressed to the recipient at its address or facsimile number as provided -

(a) in paragraph 4.6; or

(b) if the recipient has given notice of a new address or facsimile number, in the most recent notice of a change of address or facsimile number; and

4.3.4 given by -

(a) personal delivery (including by courier) to the recipient's street address; or

(b) sending it by pre-paid post addressed to the recipient's postal address; or

(c) by faxing it to the recipient's facsimile number.

TIMING

4.4 A notice is to be treated as having been received:

4.4.1 at the time of delivery, if personally delivered; or

4.4.2 on the second day after posting, if posted; or

4.4.3 on the day of transmission, if faxed.

4.5 However, if a notice is treated under paragraph 4.4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

ADDRESSES

4.6 The address of -

4.6.1 Ngāti Pūkenga and the governance entity is –

Te Tāwharau o Ngāti Pūkenga Trust
81 The Strand
(PO Box 13610)
Tauranga Central
TAURANGA 3141

4.6.2 the Crown is

C/- The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
PO Box 2858
WELLINGTON

Facsimile No. 04 473 3482

5 MISCELLANEOUS

AMENDMENTS

5.1 This deed may be amended only by written agreement signed by the governance entity and the Crown.

ENTIRE AGREEMENT

5.2 This deed, and each of the settlement documents, in relation to the matters in it, –

5.2.1 constitutes the entire agreement; and

5.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.

5.4 Except as provided in this deed or a settlement document, a party –

5.4.1 may not transfer or assign its rights or obligations; and

5.4.2 does not waive a right by–

(a) failing to exercise it; or

(b) delaying in exercising it; and

5.4.3 is not precluded by a single or partial exercise of a right from exercising –

(a) that right again; or

(b) another right.

6 DEFINED TERMS

6.1 In this deed-

administering body has the meaning given to it by section 2(1) of the Reserves Act 1977; and

assessable income has the meaning given to it by section YA 1 of the Income Tax Act 2007; and

attachments means the attachments to this deed; and

business day means a day that is not -

(a) a Saturday or a Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; or

(c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or

(d) a day that is observed as the anniversary of the province of -

(i) Wellington; or

(ii) Auckland; and

Collective Deed means the deed between the Crown and TMIC which sets out the collective components of redress for each of the iwi comprising TMIC; and

commercial redress property means each property described in part 3 of the property redress schedule; and

Commissioner of Inland Revenue includes, where applicable, the Inland Revenue Department; and

consent authority has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

conservation area has the meaning given to it by section 2(1) of the Conservation Act 1987; and

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

Crown redress -

(a) means redress –

(i) provided by the Crown to the governance entity; or

(ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes any part of the Crown redress; and

(c) does not include any on-account payment to entities other than the governance entity; and

cultural redress means the redress provided by or under -

(a) part 6 of the deed of settlement; or

(b) the settlement legislation giving effect to part 6 of the deed of settlement; and

cultural redress property means each property described in appendix 2 of the legislative matters schedule; and

date of this deed means the date this deed is signed by the parties; and

deed of settlement and **deed** means the main body of this deed, the schedules, and the attachments; and

deed plan means a deed plan in the attachments; and

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

documents schedule means the documents schedule to this deed; and

eligible member of Ngāti Pūkenga means a member of Ngāti Pūkenga who on 21 January 2013 was -

(a) aged 18 years or over; and

(b) registered on the register of members of Ngāti Pūkenga managed by Te Au Māro o Ngāti Pūkenga Charitable Trust for the purpose of voting on –

(i) the ratification, and signing, of this deed; and

(ii) the approval of the governance entity to receive the redress; and

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

6: DEFINED TERMS

Environment Court means the court referred to in section 247 of the Resource Management Act 1991; and

financial and commercial redress means the redress provided by or under –

(a) part 7 of the deed of settlement;

(b) the settlement legislation giving effect to part 7 of the deed of settlement; and

financial and commercial redress amount means the amount referred to in clause 7.1 as the financial and commercial redress amount; and

general matters schedule means this schedule; and

governance entity means the trustees for the time being of **Te Tāwharau o Ngāti Pūkenga** Trust, in their capacity as trustees of the trust; and

GST -

(a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and

(b) includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

historical claim proceedings means an historical claim made in any court, tribunal, or other judicial body; and

historical claims has the meaning given to it by clauses 10.2 to 10.4; and

income tax means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax; and

indemnity demand means a demand made by the governance entity to the Crown under part 3 of this schedule for an indemnity payment; and

indemnity payment means a payment made by the Crown under part 3 of this schedule; and

kāinga areas of interest means each of the areas identified as the kāinga areas of interest on the plans in the attachments; and

land holding agency, in relation to, -

(a) a cultural redress property, means the Department of Conservation; and

(b) a commercial redress property means the department specified opposite that property in part 3 of the property redress schedule; and

LINZ means Land Information New Zealand; and

main body of this deed means all of this deed, other than the schedules and attachments; and

Manaia kāinga area of interest means the area identified as the Manaia kāinga area of interest on the plan in the attachments; and

mandated body means Te Au Māro o Ngāti Pūkenga Charitable Trust; and

member of Ngāti Pūkenga means an individual referred to in clause 10.5.1; and

Minister means a Minister of the Crown; and

month means a calendar month; and

New Zealand Conservation Authority means the authority established under section 6A of the Conservation Act 1987; and

New Zealand Historic Places Trust means the trust referred to in section 38 of the Historic Places Act 1993; and

Ngāi Te Rangi governance entity means the post settlement governance entity to be established under the Ngāi Te Rangi settlement deed; and

Ngāi Te Rangi settlement deed means the deed between Ngāi Te Rangi and the Crown settling the historical claims of Ngāi Te Rangi; and

Ngāti Maru governance entity means the post settlement governance entity ratified and established by Ngāti Maru to receive redress from the Crown; and

Ngāti Maru settlement date means the settlement date specified in the Ngāti Maru settlement legislation; and

Ngāti Maru settlement legislation means the legislation that settles the historical claims of Ngāti Maru; and

Ngāti Maru vesting date means the settlement date specified in the Ngāti Maru settlement legislation; and

Ngāti Pūkenga has the meaning given to it by clause 10.5; and

Ngāti Ranginui settlement deed means the deed dated 21 June 2012 between Ngā Hapū o Ngāti Ranginui, the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust, and the Crown that settles the historical claims of Ngāti Ranginui; and

Ngāti Rangiwewehi settlement deed means the deed dated 16 December 2012 between Ngāti Rangiwewehi, the trustees of Te Tahuhu o Tawakeheimoa Trust and the Crown settling the historical claims of Ngāti Rangiwewehi; and

notice means a notice given under part 4 of this schedule, or any other applicable provisions of this deed, and **notify** has a corresponding meaning; and

on-account payments means the amounts paid by the Crown on account of the settlement referred to in clauses 7.2 and 7.3; and

Pakikaikutu kāinga area of interest means the area identified as the Pakikaikutu kāinga area of interest on the plan in the attachments; and

party means each of the following:

(a) Ngāti Pūkenga:

(b) the governance entity:

(c) the Crown; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

property redress schedule means the property redress schedule to this deed; and

protocol means the protocol in the form set out in part 3 of the documents schedule and issued under, and subject to, the terms provided by part 6 of the legislative matters schedule; and

redress means -

(a) the acknowledgement and the apology made by the Crown under clauses 4.1 and 4.2; and

(b) the cultural redress; and

(c) the financial and commercial redress; and

redress property means -

(a) each cultural redress property; and

(a) each commercial redress property; and

relevant consent authority for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area; and

representative entity means -

(a) the governance entity; and

(b) a person (including any trustee or trustees) acting for or on behalf of:

(i) the collective group referred to in clause 10.5.1; or

(ii) any one or more members of Ngāti Pūkenga; or

(iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 10.5.2; and

resource consent has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

responsible Minister means the Minister for Arts, Culture and Heritage; and

resumptive memorial means a memorial entered on a certificate of title or computer register under any of the following sections:

(a) 27A of the State-Owned Enterprises Act 1986:

(b) 211 of the Education Act 1989:

(c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR deed over quota means the form of deed set out in part 4 of the documents schedule; and

schedules means the schedules to this deed, being the general matters schedule, the property redress schedule, and the documents schedule; and

settlement means the settlement of the historical claims under this deed and the settlement legislation; and

settlement date means the date that is 20 business days after the date on which the settlement legislation comes into force; and

settlement document means a document entered into to give effect to this deed; and

settlement documentation means this deed and the settlement legislation; and

settlement legislation means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 9.1 is passed, the resulting Act; and

statement of position and intent means the statement of position and intent referred to in clause 1.5.2; and

statement of association means each statement of association in the documents schedule; and

statutory acknowledgment means the acknowledgement to be made by the Crown in the settlement legislation on the terms provided for in part 5 of the legislative matters schedule; and

taonga tūturu protocol means the taonga tūturu protocol in part 3 of the documents schedule; and

Tapuika settlement deed means the deed dated 16 December 2012 between Tapuika, the trustees of Tapuika Iwi Authority Trust and the Crown settling the historical claims of Tapuika; and

Tauranga and Maketū kāinga area of interest means the area identified as the Tauranga and Maketū kāinga area of interest on the plan in the attachments; and

tax includes income tax and GST; and

taxable activity has the meaning given to it by section 6 of the Goods and Services Tax Act 1985; and

taxable supply has the meaning given to it by section 2 of the Goods and Services Tax Act 1985; and

tax **indemnity** means an indemnity given by the Crown under part 3 of this schedule; and

Te Au Māro o Ngāti Pūkenga Charitable Trust means the trust known by that name and established by a trust deed dated 14 June 2006; and

Te Tāwharau o Ngāti Pūkenga Trust means the trust known by that name and established by a trust deed dated 24 March 2013, signed by Harry Haerengarangi Mikaere, Regina Berghan, Hori Parata, Rehua Smallman and Rahera Ohia; and

Te Tihi o Hauturu vesting date means the date specified in the notice published in the gazette as referred to in clause 6.19.3 of the deed; and

terms of negotiation means the terms of negotiation referred to in clause 1.5.1; and

TMIC or **the Tauranga Moana Iwi Collective** means the Tauranga Moana Iwi who comprise:

(a) Ngā Hapū o Ngāti Ranginui; and

(b) Ngāi Te Rangi; and

(c) Ngāti Pūkenga; and

transfer value, in relation to a commercial redress property, means the transfer value provided in part 3 of the property redress schedule in relation to that property; and

6: DEFINED TERMS

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

trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust are the governance entity under the Ngāti Ranginui settlement deed; and

trustees of Tapuika Iwi Authority Trust are the governance entity under the Tapuika settlement deed; and

trustees of Te Kapu o Waitaha are the governance entity under the Waitaha settlement deed; and

trustees of Te Tahuhu o Tawakeheimoa Trust are the governance entity described in the Ngāti Rangiwewehi settlement deed; and

trustees of Te Tāwharau o Ngāti Pūkenga Trust are the governance entity described in this deed of settlement; and

vesting, in relation to a cultural redress property, means its vesting under the settlement legislation; and

Waitaha settlement deed means the deed dated 20 September 2011 between the Crown, Waitaha and the trustees of Te Kapu o Waitaha settling the historic claims of Waitaha; and

Waitangi Tribunal means the tribunal established by section 4 of the Treaty of Waitangi Act 1975; and

writing means representation in a visible form and on a tangible medium (such as print on paper).

7 INTERPRETATION

7.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.

7.2 Headings do not affect the interpretation.

7.3 A term defined by –

7.3.1 this deed has the meaning given to it by this deed; and

7.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill, where used in this deed.

7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.

7.5 The singular includes the plural and vice versa.

7.6 One gender includes the other genders.

7.7 Any monetary amount is in New Zealand currency.

7.8 Time is New Zealand time.

7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

7.10 A period of time specified as –

7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or

7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or

7.10.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or

7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or

7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.

7.11 A reference to –

7.11.1 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and

7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and

7.11.3 a party includes a permitted successor of that party; and

7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.

7.12 An agreement by two or more persons binds them jointly and severally.

7.13 If the Crown must endeavour to do something or achieve some result, the Crown-

7.13.1 must use reasonable endeavours to do that thing or achieve that result; but

7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.

7.14 Provisions in –

7.14.1 the main body of this deed are referred to as clauses; and

7.14.2 the property redress, and general matters, schedules are referred to as paragraphs; and

7.14.3 the documents in the documents schedule are referred to as clauses; and

7.14.4 the draft settlement bill are referred to as sections.

7.15 If there is a conflict between a provision that is –

7.15.1 in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails; and

7.15.2 in English and a corresponding provision in Māori, the provision in English prevails.

7.16 The deed plans in the attachments that are referred to in the statutory acknowledgement indicate the general locations of the relevant site[s] and areas but not their precise boundaries.

7.17 The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do

not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in appendix 2 of the legislative matters schedule.

Ngāti Pūkenga

and

The Trustees of Te Tāwharau o Ngāti Pūkenga Trust

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: PROPERTY REDRESS

TABLE OF CONTENTS

1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

1.1 The Crown -

1.1.1 has provided information to Ngāti Pūkenga on the dates stated for the redress properties as follows:

(a) the commercial redress properties on 30 October 2012; and

(b) the cultural redress properties on the cultural redress properties disclosure date being that date that the disclosure information is supplied to Ngāti Pūkenga, being a date before the date of this deed.

WARRANTY

1.2 In this deed, unless the context otherwise requires, **disclosure information**, in relation to each redress property, means the information given by the Crown about the property referred to in paragraph 1.1.

1.3 The Crown warrants to the governance entity that the Crown has given to the governance entity in its disclosure information about each redress property all material information that, to the best of the land holding agency's knowledge, is in the agency's records about the property (including its encumbrances), at the date of providing that information, –

1.3.1 having inspected the agency's records; but

1.3.2 not having made enquiries beyond the agency's records; and

1.3.3 in particular, not having undertaken a physical inspection of the property.

WARRANTY LIMITS

1.4 Other than under paragraph 1.3, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –

1.4.1 each redress property, including in relation to –

(a) its state, condition, fitness for use, occupation, or management; or

(b) its compliance with –

(i) legislation, including bylaws; or

(ii) any enforcement or other notice, requisition, or proceedings; or

1.4.2 the disclosure information about each redress property, including in relation to its completeness or accuracy.

1.5 The Crown has no liability in relation to the state or condition of each redress property, except for any liability arising as a result of a breach of paragraph 1.3.

INSPECTION

1.6 In paragraph 1.7, **relevant date** means the date of this deed.

1.7 Although the Crown is not giving any representation or warranty in relation to each redress property, other than under paragraph 1.3, the governance entity acknowledges that it could, before the relevant date, -

1.7.1 inspect the property and determine its state and condition; and

1.7.2 consider the disclosure information in relation to it.

2 VESTING OF CULTURAL REDRESS PROPERTIES

SAME MANAGEMENT REGIME AND CONDITION

2.1 Until the settlement date, the Crown must –

2.1.1 continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and

2.1.2 maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.

2.2 Paragraph 2.1 does not –

2.2.1 apply to a cultural redress property that is not managed and administered by the Crown; or

2.2.2 require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.

ACCESS

2.3 The Crown is not required to enable access to a cultural redress property for the governance entity or members of Ngāti Pūkenga.

COMPLETION OF REQUIRED DOCUMENTATION

2.4 Any documentation, required by the settlement documentation to be signed by the governance entity in relation to the vesting of a cultural redress property, must, on or before the settlement date, be –

2.4.1 provided by the Crown to the governance entity; and

2.4.2 duly signed and returned by the governance entity.

SURVEY AND REGISTRATION

2.5 The Crown must arrange, and pay for, –

2.5.1 the preparation, approval, and where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the settlement legislation, of a computer freehold register for the property; and

2.5.2 the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the governance entity.

OBLIGATIONS AFTER SETTLEMENT DATE

2.6 The Crown must:

2.6.1 immediately after the settlement date, give the relevant territorial authority notice of the vesting of each cultural redress property; and

2.6.2 if it receives after the settlement date a written notice in relation to a cultural redress property from the Crown, a territorial authority, or a tenant:

(a) comply with it; or

(b) provide it to the governance entity or its solicitor; or

2.6.3 pay any penalty incurred by the governance entity as a result of the Crown not complying with paragraph 2.6.2 to the person who has given the written notice.

3 COMMERCIAL REDRESS PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency
447-479 Welcome Bay Road, Tauranga	17.9350 hectares, more or less, being Section 1 SO 59300.All Transfer 5774291.1.		NIL	Ministry of Justice (Office of Treaty Settlements)
15 Saltwood Lane, Bethlehem	0.0604 hectares, more or less, being Lot 6 DPS 72376. All Computer Freehold Register SA63B/228.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	$120,500	Ministry of Justice (Office of Treaty Settlements)
10 Saltwood Lane, Bethlehem	0.0600 hectares, more or less, being Lot 11 DPS 72376. All Computer Freehold Register SA63B/233.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	$120,500	Ministry of Justice (Office of Treaty Settlements)
14 Saltwood Lane, Bethlehem	0.0801 hectares, more or less, being Lot 9 DPS 72376. All Computer Freehold Register SA63B/231.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	$120,500	Ministry of Justice (Office of Treaty Settlements)
19 Allington Place, Bethlehem	0.1331 hectares, more or less, being Lot 22 DPS 72376. All Computer Freehold Register SA63B/239.	Subject to a Fencing Covenant in Transfer B392500. Subject to a Land Covenant in Transfer B392500.	$167,500	Ministry of Justice (Office of Treaty Settlements)
5 Allington Place, Bethlehem	0.1281 hectares, more or less, being Lot 19 DPS 72376. All Computer Freehold Register SA63B/236.	Subject to a Fencing Covenant in Transfer B392500. Subject to a Land Covenant in Transfer B392500.	$178,500	Ministry of Justice (Office of Treaty Settlements)
6 Saltwood Lane, Bethlehem	0.0601 hectares, more or less, being Lot 13 DPS 72376. All Computer Freehold Register SA63B/235.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	$120,500	Ministry of Justice (Office of Treaty Settlements)

3: COMMERCIAL REDRESS PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency
4 Allington Place, Bethlehem	0.0657 hectares, more or less, being Lot 28 DPS 72376. All Computer Freehold Register SA63B/245.	Subject to a Fencing Covenant in Transfer B392500. Subject to a Land Covenant in Transfer B392500.	$120,500	Ministry of Justice (Office of Treaty Settlements)
17 Allington Place, Bethlehem	0.0642 hectares, more or less, being Lot 21 DPS 72376. All Computer Freehold Register SA63B/238.	Subject to a Fencing Covenant in Transfer B392500. Subject to a Land Covenant in Transfer B392500.	$120,500	Ministry of Justice (Office of Treaty Settlements)
8 Saltwood Lane, Bethlehem	0.0601 hectares, more or less, being Lot 12 DPS 72376. All Computer Freehold Register SA63B/234.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	$120,500	Ministry of Justice (Office of Treaty Settlements)
15 Allington Place, Bethlehem	0.0640 hectares, more or less, being Lot 20 DPS 72376. All Computer Freehold Register SA63B/237.	Subject to a Fencing Covenant in Transfer B392500. Subject to a Land Covenant in Transfer B392500.	$120,500	Ministry of Justice (Office of Treaty Settlements)
19 Saltwood Lane, Bethlehem	0.1210 hectares, more or less, being Lot 8 DPS 72376. All Computer Freehold Register SA63B/230.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	$158,500	Ministry of Justice (Office of Treaty Settlements)
17 Saltwood Lane, Bethlehem	0.0607 hectares, more or less, being Lot 7 DPS 72376. All Computer Freehold Register SA63B/229.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	$120,500	Ministry of Justice (Office of Treaty Settlements)
5 Saltwood Lane, Bethlehem	0.1205 hectares, more or less, being Lot 5 DPS 72376. All Computer Freehold Register SA63B/227.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	$178,500	Ministry of Justice (Office of Treaty Settlements)

3: COMMERCIAL REDRESS PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency
12 Saltwood Lane, Bethlehem	0.0569 hectares, more or less, being Lot 10 DPS 72376. All Computer Freehold Register SA63B/232.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	$112,500	Ministry of Justice (Office of Treaty Settlements)
			Total transfer values	
			$1,880,000.00	

4 TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES

APPLICATION OF THIS PART

4.1 This part applies to the transfer by the Crown to the governance entity of each commercial redress property except that paragraphs 4.9, 4.17.5, 4.18.2, 4.18.3, 4.21 to 4.30 do not apply to 447-479 Welcome Bay Road, Tauranga.

TRANSFER

4.2 The Crown must transfer the fee simple estate in a commercial redress property to the governance entity -

4.2.1 subject to, and where applicable with the benefit of, -

(a) the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 4.17.4(a));and

(b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 4.17.4(b); and

(c) any encumbrances in relation to that property that the governance entity is required to provide to the Crown on or by the settlement date.

4.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a commercial redress property to the governance entity.

POSSESSION

4.4 Possession of a commercial redress property must, on the settlement date for the property, –

4.4.1 be given by the Crown; and

4.4.2 taken by the governance entity; and

4.4.3 be vacant possession subject only to any encumbrances referred to in paragraph 4.2.1 that prevent vacant possession being given and taken.

SETTLEMENT

4.5 Subject to paragraphs 4.6 and 4.37, the Crown must provide the governance entity with the following in relation to a commercial redress property on the settlement date for that property:

4.5.1 evidence of –

(a) a registrable transfer instrument; and

(b) any other registrable instrument required by this deed in relation to the property:

4.5.2 all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered proprietor's interest in the property after the settlement date.

4.6 If the fee simple estate in the commercial redress property may be transferred to the governance entity electronically under the relevant legislation, –

4.6.1 Paragraph 4.5 does not apply; and

4.6.2 the Crown must ensure its solicitor, –

(a) a reasonable time before the settlement date for the property, –

(i) creates a Landonline workspace for the transfer to the governance entity of the fee simple estate in the property; and

(ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the transfer instrument, and all other instruments, necessary, to effect the transfer electronically (the **electronic transfer instruments**); and

(b) on the settlement date, releases the electronic transfer instruments so that the governance entity's solicitor may submit them for registration under the relevant legislation; and

4.6.3 the governance entity must ensure its solicitor, a reasonable time before the settlement date, certifies and signs the transfer instrument for the property prepared in the Landonline workspace under paragraph 4.6.2(b); and

4.6.4 paragraphs 4.6.2 and 4.6.3 are subject to paragraph 4.37.2.

4.7 The **relevant legislation** for the purposes of paragraph 4.6 is –

4.7.1 the Land Transfer Act 1952; and

4.7.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 20002.

4.8 The Crown must, on the settlement date for a commercial redress property, provide the governance entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown.

4.9 The transfer value of, or the amount payable by the governance entity for, a commercial redress property is not affected by –

4.9.1 a non-material variation, or a material variation entered into under paragraph 4.17.4(a), of a disclosed encumbrance affecting or benefiting the property; or

4.9.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 4.17.4(b).

APPORTIONMENT OF OUTGOINGS AND INCOMINGS

4.10 If, as at the settlement date for a commercial redress property, -

4.10.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the governance entity must pay the amount of the excess to the Crown; or

4.10.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the governance entity.

4.11 The outgoings for a commercial redress property for the purposes of paragraph 4.10 do not include insurance premiums and the governance entity is not required to take over from the Crown any contract of insurance in relation to the property.

4.12 An amount payable under paragraph 4.10 in relation to a commercial redress property must be paid on the settlement date for the property.

4.13 The Crown must, before the settlement date for a commercial redress property, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 4.10.

FIXTURES, FITTINGS, AND CHATTELS

4.14 The transfer of a commercial redress property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.

4.15 Fixtures and fittings transferred under paragraph 4.14 must not be mortgaged or charged.

4.16 The transfer of a commercial redress property does not include chattels.

OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

4.17 The Crown must, during the transfer period for a commercial redress property, -

4.17.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and

4.17.2 pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and

4.17.3 ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period –

(a) by the Crown; or

(b) with the Crown's written authority; and

4.17.4 obtain the prior written consent of the governance entity before –

(a) materially varying a disclosed encumbrance affecting or benefiting the property; or

(b) entering into an encumbrance affecting or benefiting the property; or

(c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the Resource Management Act 1991 or any other legislation; and

4.17.5 use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 4.18.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 4.2.

4.18 The governance entity, during the transfer period in relation to a commercial redress property, -

4.18.1 must not unreasonably withhold or delay any consent sought under paragraph 4.17.4 in relation to the property; and

4.18.2 may enter and inspect the property on one occasion –

(a) after giving reasonable notice; and

(b) subject to the terms of the encumbrances referred to in paragraph 4.2; and

4.18.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

OBLIGATIONS AFTER SETTLEMENT

4.19 The Crown must –

4.19.1 give the relevant territorial authority notice of the transfer of a commercial redress property immediately after the settlement date for the property; and

4.19.2 if it receives a written notice in relation to a commercial redress property from the Crown, a territorial authority, or a tenant after the settlement date for the property, -

(a) comply with it; or

(b) provide it promptly to the governance entity or its solicitor; or

4.19.3 pay any penalty incurred by the governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 4.19.2.

RISK AND INSURANCE

4.20 A commercial redress property is at the sole risk of -

4.20.1 the Crown, until the settlement date for the property; and

4.20.2 the governance entity, from the settlement date for the property.

DAMAGE AND DESTRUCTION

4.21 Paragraphs 4.22 to 4.30 apply if, before the settlement date for a commercial redress property, -

4.21.1 the property is destroyed or damaged; and

4.21.2 the destruction or damage has not been made good.

4.22 Paragraph 4.23 applies if the commercial redress property is not tenantable as a result of destruction or damage.

4.23 Where this paragraph applies, the governance entity may cancel its transfer by written notice to the Crown.

4.24 Notice under paragraph 4.23 must be given before the settlement date.

4.25 Paragraph 4.23 applies if the property is –

4.25.1 a commercial redress property, that -

(a) despite the destruction or damage, is tenantable; or

(b) as a result of the damage or destruction, is not tenantable, but its transfer is not cancelled under paragraph 4.23 before the settlement date.

4.26 Where this paragraph applies –

4.26.1 the governance entity must complete the transfer of the property in accordance with this deed; and

4.26.2 the Crown must pay the governance entity -

(a) the amount by which the value of the property has diminished, as at the settlement date for the property, as a result of the destruction or damage;

(b) plus GST if any.

4.27 The value of the property for the purposes of paragraph 4.26.2 is to be its transfer value as provided in part 3 of this schedule.

4.28 Any amount paid by the Crown under paragraph 4.26.2 is redress, if it relates to the destruction or damage of a commercial redress property.

4.29 Each party may give the other notice -

4.29.1 requiring a dispute as to the application of paragraphs 4.23 to 4.28 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

4.29.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.

4.30 If a dispute as to the application of paragraphs 4.23 to 4.28 is not determined by the settlement date, that date is to be –

4.30.1 the fifth business day following the determination of the dispute; or

4.30.2 if an arbitrator appointed under paragraph 4.29 so determines, another date including the original settlement date.

BOUNDARIES AND TITLE

4.31 The Crown is not required to point out the boundaries of a commercial redress property.

4.32 If a commercial redress property is subject only to the encumbrances referred to in paragraph 4.2 and the governance entity -

4.32.1 is to be treated as having accepted the Crown's title to the property as at the settlement date; and

4.32.2 may not make any objections to, or requisitions on, it.

4.33 An error or omission in the description of a commercial redress property or its title does not annul its transfer.

FENCING

4.34 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a commercial redress property and any contiguous land of the Crown, unless the Crown requires the fence.

4.35 Paragraph 4.34 does not continue for the benefit of a purchaser from the Crown of land contiguous to a commercial redress property.

4.36 The Crown may require a fencing covenant to the effect of paragraphs 4.34 and 4.35 to be registered against the title to a commercial redress property.

DELAYED TRANSFER OF TITLE

4.37 The Crown covenants for the benefit of the governance entity that it will –

4.37.1 arrange for the creation of one computer freehold register for the land of a commercial redress property for land that -

(a) is not contained in one computer freehold register; or

(b) is contained in one computer freehold register but together with other land; and

4.37.2 transfer (in accordance with paragraph 4.5 or 4.6, whichever is applicable) the fee simple estate in a commercial redress property to which paragraph 4.37.1 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the settlement date.

4.38 If paragraph 4.37.2 applies to a commercial redress property, and paragraph 4.6 is applicable, the governance entity must comply with its obligations under paragraph 4.6.3 by a date specified by written notice to the Crown.

4.39 If paragraph 4.37 applies then, for the period from the settlement date until the date that the Crown transfers the fee simple estate in the commercial redress property to the governance entity -

4.39.1 the governance entity will be the beneficial owner of the property; and

4.39.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the settlement date; and

FURTHER ASSURANCES

4.40 Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things, that the other may reasonably require to give full force and effect to this part.

NON-MERGER

4.41 On transfer of a commercial redress property to the governance entity -

4.41.1 the provisions of this part will not merge; and

4.41.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

5 NOTICE IN RELATION TO REDRESS PROPERTIES

5.1 If this schedule requires the governance entity to give notice to the Crown in relation to or in connection with a redress property the governance entity must give the notice in accordance with part 4 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address or facsimile number provided –

5.1.1 in paragraph 5.2; or

5.1.2 if the land holding agency has given notice to the governance entity of a new address or facsimile number, in the most recent notice of a change of address or facsimile number.

5.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part.

Land holding agency	Address and facsimile number
Department of Conservation	Conservation House - Whare Kaupapa Atawhai 18-32 Manners Street PO Box 10420 Wellington 6140 Fax: +64 4 381 3057
Ministry of Justice (Office of Treaty Settlements)	Level 3 The Vogel Centre 19 Aitken Street SX10111 Wellington 6140 Fax: +64 4 494 9801

6 DEFINITIONS

6.1 In this schedule, unless the context otherwise requires, **party** means each of the governance entity and the Crown.

6.2 In this deed, unless the context otherwise requires, -

disclosed encumbrance, in relation to a commercial redress property, means an encumbrance affecting or benefiting the property that is disclosed in the disclosure information about the property; and

disclosure information has the meaning given to it by paragraph 1.2; and

settlement date means the settlement date (as defined in paragraph 4.1 of the general matters schedule); and

transfer period means the period from the date of this deed to its settlement date.

Ngāti Pūkenga

and

The Trustees of Te Tāwharau o Ngāti Pūkenga Trust

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: LEGISLATIVE MATTERS

TABLE OF CONTENTS

1 INTRODUCTION

1.1 This schedule sets out the matters agreed between the parties for inclusion in the draft settlement bill.

2 TITLE, COMMENCEMENT, AND PURPOSE PROVISIONS

2.1 The settlement legislation is to provide that -

2.1.1 its title is Ngāti Pūkenga Claims Settlement Act [ ]; and

2.1.2 it comes into force on the day after the date on which it receives the Royal assent; and

2.1.3 its purpose is to give effect to certain provisions of this deed; and

2.1.4 it binds the Crown.

3 SETTLEMENT PROVISIONS

3.1 The settlement legislation is to provide that –

3.1.1 the historical claims are settled; and

3.1.2 the settlement is final; and

3.1.3 on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of the historical claims.

3.2 Paragraph 3.1 is not to limit the acknowledgements expressed in, or the provisions of, the deed of settlement.

4 SETTLEMENT IMPLEMENTATION PROVISIONS

Judicial bodies' jurisdiction to be excluded

4.1 The settlement legislation is to provide that, on and from the settlement date, despite any enactment or rule of law, no court, tribunal, or other judicial body, is to have jurisdiction in respect of –

4.1.1 the historical claims; or

4.1.2 this deed; or

4.1.3 the settlement legislation; or

4.1.4 the redress provided under this deed or the settlement legislation.

4.2 The settlement legislation is to provide that the jurisdiction excluded by paragraph 4.1 –

4.2.1 is to include the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation in respect of the matters referred to in that paragraph; and

4.2.2 is not to exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of this deed or the settlement legislation.

Treaty of Waitangi Act 1975 to be amended

4.3 The settlement legislation is to amend schedule 3 of the Treaty of Waitangi Act by including a reference to the title of the settlement legislation.

Certain legislation to cease to apply

4.4 The settlement legislation is to provide that -

4.4.1 nothing in the legislation listed in this paragraph is to apply –

(a) to a redress property but only on and from the date the property vests in accordance with paragraph 7.6 or 7.9; or

(b) for the benefit of Ngāti Pūkenga or a representative entity; and

4.4.2 the legislation is –

(a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975:

(b) sections 27A to 27C of the State-Owned Enterprises Act 1986; and

(c) sections 211 to 213 of the Education Act 1989:

(d) part 3 of the Crown Forest Assets Act 1989:

(e) part 3 of the New Zealand Railways Corporation Restructuring Act 1990.

Redress properties with resumptive memorials to be required to be identified

4.5 The chief executive of LINZ is to be required by the settlement legislation to issue –

4.5.1 to the Registrar-General of Land a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is –

(a) all or part of a redress property; and

(b) contained in a certificate of title or computer register that has a memorial entered under any legislation referred to in paragraph 4.4.2; and

4.5.2 each certificate under this paragraph, as soon as reasonably practicable after the settlement date or, on and from the date the property vests in accordance with paragraph 7.6 or 7.9.

4.6 Each certificate under paragraph 4.5 is to state the section of the settlement legislation it is issued under.

Resumptive memorials to be required to be removed from redress properties

4.7 The Registrar-General of Land is to be required by the settlement legislation, as soon as reasonably practicable after receiving a certificate under paragraph 4.5, to -

4.7.1 register the certificate against each certificate of title or computer register identified in the certificate; and

4.7.2 cancel, in respect of each allotment identified in the certificate, each memorial that is entered (under an enactment referred in paragraph 4.4.2) on a certificate of title or computer register identified in the certificate.

5 PROVISIONS FOR STATUTORY ACKNOWLEDGEMENT

General

5.1 The settlement legislation is to provide for a statutory acknowledgement on the terms provided in this part.

Crown to acknowledge statements of association

5.2 The Crown is to acknowledge the statements of association in the form set out in part 1 of the documents schedule to this deed.

Purposes of statutory acknowledgement to be specified

5.3 The only purposes of the statutory acknowledgment are to –

5.3.1 require relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement, as provided for in paragraphs 5.4 to 5.9; and

5.3.2 require relevant consent authorities to forward summaries of resource consent applications, and copies of notices of resource consent applications, to the governance entity, as provided for in paragraphs 5.14 to 5.18; and

5.3.3 enable the governance entity and any member of Ngāti Pūkenga to cite the statutory acknowledgement as evidence of the association of Ngāti Pūkenga with the relevant statutory areas, as provided for in paragraph 5.21.

Relevant consent authorities to be required to have regard to statutory acknowledgement

5.4 A relevant consent authority is to be required to have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 95E of the Resource Management Act 1991, if the governance entity is a person who may be affected by the granting of a resource consent.

5.5 Paragraph 5.4 is –

5.5.1 to apply to a relevant consent authority that has received an application for a resource consent for an activity within, adjacent to, or directly affecting, a statutory area; and

5.5.2 to apply on and from the effective date; and

5.5.3 not to limit the obligations of a relevant consent authority under the Resource Management Act 1991.

Environment Court to be required to have regard to statutory acknowledgement

5.6 The Environment Court is to be required to have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the governance entity is a person with an interest in proceedings greater than the general public in respect of an application for a resource consent for activities within, adjacent to, or directly affecting the statutory area.

5.7 Paragraph 5.6 is to –

5.7.1 apply on and from the effective date; and

5.7.2 not limit the obligations of the Environment Court under the Resource Management Act 1991.

New Zealand Historic Places Trust and Environment Court to be required to have regard to statutory acknowledgement

5.8 That –

5.8.1 this paragraph applies if an application is made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area; and

5.8.2 the New Zealand Historic Places Trust is to be required to have regard to the statutory acknowledgement relating to a statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application; and

5.8.3 the Environment Court is to be required to have regard to the statutory acknowledgement relating to as statutory area in determining, under section 20 of the Historic Places Act 1993, an appeal from a decision of the Historic Places Trust in relation to the application, including determining whether the governance entity is directly affected by the decision; and

5.8.4 **archaeological site** has the meaning given to it in section 2 of the Historic Places Act 1993.

5.9 Paragraph 5.8 is to apply on and from the effective date.

Statutory acknowledgement to be required to be recorded on statutory plans

5.10 Each relevant consent authority is to be required to attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.

5.11 Paragraph 5.10 is to apply on and from the effective date.

5.12 The information to be required to be attached must include –

5.12.1 the provisions of the settlement legislation giving effect to paragraphs 5.3 to 5.9 in full; and

5.12.2 the descriptions of the statutory areas; and

5.12.3 the statements of association.

Effect of the recording to be provided for

5.13 Unless the information attached to a statutory plan under paragraph 5.10 is adopted by the relevant consent authority as part of the statutory plan, the information is –

5.13.1 to be for the purposes of public information only; and

5.13.2 not to be-

(a) part of the plan; or

(b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.

Consent authorities to be required to forward summaries and notices of resource consent applications

5.14 Each relevant consent authority is to be required to forward to the governance entity –

5.14.1 a summary of resource consent applications received by that authority for activities within, adjacent to, or directly affecting a statutory area; and

5.14.2 if notice of an application for a resource consent is served on the authority under section 145(10) of the Resource Management Act 1991, a copy of that notice.

5.15 Paragraph 5.14 is to apply for a period of 20 years from the effective date.

5.16 The information to be forwarded in a summary is to be –

5.16.1 the same as would be given to an affected person under section 95B of the Resource Management Act 1991; or

5.16.2 as agreed between the governance entity and the relevant consent authority.

5.17 A summary to be forwarded under paragraph 5.14.1 must be forwarded to the governance entity –

5.17.1 as soon as reasonably practicable after an application is received; and

5.17.2 before the consent authority decides under section 95(a) of the Resource Management Act 1991 whether to notify the application.

5.18 A copy of the notice to be forwarded under paragraph 5.14.2 must be forwarded to the governance entity no later than 10 business days after the day on which the consent authority receives the notice.

Governance entity to be given ability to waive rights

5.19 The governance entity is to be given the power, by notice in writing to a relevant consent authority, to -

5.19.1 waive its rights under paragraphs 5.14 to 5.18; and

5.19.2 state the scope of the waiver and the period it applies for.

Forwarding of summaries and notices not to limit other obligations

5.20 Paragraphs 5.14 to 5.18 are not to limit the obligations of a relevant consent authority to –

5.20.1 decide, under section 95 of the Resource Management Act 1991 whether to notify an application; or

5.20.2 decide under section 95E of that Act whether the governance entity is an affected person in relation to an application.

Use of statutory acknowledgement by settling group to be provided for

5.21 The governance entity, and any member of Ngāti Pūkenga, may, as evidence of the association of Ngāti Pūkenga with a statutory area, cite the statutory acknowledgement in submissions to, and in proceedings before, a relevant consent authority, the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991, the Environment Court, or the New Zealand Historic Places Trust concerning activities within, adjacent to, or directly affecting the statutory area.

Limitations in relation to statutory acknowledgement to be provided for

5.22 The content of a statement of association is not to be, by virtue of the statutory acknowledgement, binding as fact on –

5.22.1 relevant consent authorities:

5.22.2 the Environment Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991:

5.22.3 the Environment Court:

5.22.4 the New Zealand Historic Places Trust:

5.22.5 parties to proceedings before those bodies:

5.22.6 any other person who is entitled to participate in those proceedings.

5.23 Despite paragraph 5.22, the bodies and persons specified in that paragraph are to be permitted to take the statutory acknowledgement into account.

5.24 The content of a coastal statement of association is not to be, by virtue of the statutory acknowledgement, binding as fact on –

5.24.1 Te Ohu Kai Moana Trustee Limited for the purposes of determining coastline entitlements under section 11 and Schedule 6 of the Maori Fisheries Act 2004:

5.24.2 the Maori Land Court or any person or body in the determination of a dispute under Part 5 of the Maori Fisheries Act 2004.

5.25 To avoid doubt, the content and existence of the statutory acknowledgement do not -

5.25.1 imply, and should not be treated as implying, that the association Ngāti Pūkenga has with a statutory area is exclusive;

5.25.2 preclude iwi or settling groups other than Ngāti Pūkenga from stating that they have, or from being treated as having, an association with, or an interest in, a statutory area;

5.25.3 preclude either the governance entity, or members of Ngāti Pūkenga, from stating that Ngāti Pūkenga has an association with any area that is not described in the statutory acknowledgement; or

5.25.4 limit any statement made by Ngāti Pūkenga, or other iwi or settling groups, or their members.

Application of statutory acknowledgement to river, stream, or harbour to be provided for

5.26 In relation to a statutory acknowledgement, -

5.26.1 **harbour** includes the bed of the harbour and everything above the bed; and

5.26.2 **river** or **stream** –

(a) means –

(i) a continuously or intermittently flowing body of fresh water, including a modified watercourse; and

(ii) the bed of the river or stream; but

(b) does not include –

(i) a part of the bed of the river or stream that is not owned by the Crown; or

(ii) land that the waters of the river or stream do not cover at its fullest flow without overlapping its banks; or

(iii) an artificial watercourse; or

(iv) a tributary flowing into the river or stream.

Coastal statutory acknowledgement

5.27 The Te Tumu to Waihi Estuary Coastal Statutory Acknowledgement applies, and is limited to, the area between mean high water springs and mean low water springs.

5.28 The Pakikaikutu Coastal Statutory Acknowledgement –

5.28.1 applies, and is limited to, an area 100 metres wide on the seaward side of, and adjoining, the line of mean high water springs:

5.28.2 does not of itself constitute, and may not be relied upon, as evidence that Ngāti Pūkenga is an iwi whose territory abuts Whāngārei Harbour for the purposes of section 143 of the Maori Fisheries Act 2004.

Limitations in relation to statutory acknowledgement to be provided for

5.29 Except as expressly required by the settlement legislation, -

5.29.1 no person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Ngāti Pūkenga with a statutory area (as described in a statement of association) than the person would give if there were no statutory acknowledgement; and

5.29.2 The statutory acknowledgement is not to -

(a) affect, or be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw; or

(b) affect the lawful rights and interests of a person who is not a party to this deed; or

(c) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

Resource Management Act 1991 to be amended

5.30 Amend Schedule 11 of the Resource Management Act by inserting the name of the settlement legislation in alphabetical order.

6 PROVISIONS RELATING TO PROTOCOL

GENERAL

6.1 The settlement legislation is to provide for the protocol on the terms provided by this part.

ISSUE, AMENDMENT, AND CANCELLATION OF THE PROTOCOL TO BE AUTHORISED

6.2 The responsible Minister is to be authorised to -

6.2.1 issue the protocol to the governance entity in the form set out in the documents schedule; and

6.2.2 amend or cancel that protocol.

6.3 The settlement legislation is to provide -

6.3.1 the protocol may be amended or cancelled at the initiative of either -

(a) the governance entity; or

(b) the responsible Minister; and

6.3.2 the responsible Minister may amend or cancel the protocol only after consulting with, and having particular regard to the views of, the governance entity.

PROTOCOL'S EFFECT ON RIGHTS AND OBLIGATIONS TO BE PROVIDED FOR

6.4 The protocol is not to restrict -

6.4.1 the Crown's ability to exercise its powers, and perform its functions and duties, in accordance with the law and government policy; and

6.4.2 in particular, the Crown's ability to -

(a) introduce legislation and change government policy; and

(b) interact or consult with a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or

6.4.3 the responsibilities of a responsible Minister or responsible department; or

6.4.4 the legal rights of Ngāti Pūkenga or a representative entity.

ENFORCEMENT OF PROTOCOL TO BE PROVIDED FOR

6.5 The Crown is to be required to comply with the protocol while it is in force.

6.6 If the Crown fails, without good cause, to comply with the protocol, the governance entity is to be given the power to enforce the protocol.

6.7 The governance entity's right to enforce the protocol is to be subject to the Crown Proceedings Act 1950.

6.8 Damages, or monetary compensation, are not to be available as a remedy for the Crown's failure to comply with the protocol; but

6.9 Paragraph 6.8 is not to affect a court's ability to award the governance entity's costs of enforcing the protocol.

6.10 Paragraphs 6.5 to 6.8 are not to apply to guidelines for implementing the protocol.

LIMITATIONS ON THE PROTOCOL TO BE PROVIDED FOR

6.11 The protocol is not to have the effect of granting, creating, or providing evidence of, an estate or interest in, or rights relating to, taonga tūturu.

7 PROVISIONS VESTING CULTURAL REDRESS PROPERTIES

General

7.1 The settlement legislation is to provide that **cultural redress property** means each of the following sites, and each site means the land described by that name in appendix 2:

Interpretation

7.2 The settlement legislation is to provide that:

7.2.1 **Cultural redress property** means each of the following sites, and each site means the land described by that name in appendix 2:

(a) Liens Block;

(b) Pae ki Hauraki;

(c) Te Tihi o Hauturu;

(d) Ōtūkōpiri;

(e) Pūwhenua (recorded name is Puwhenua); and

(f) Otānewainuku (recorded name is Otanewainuku)

7.2.2 **reserve site** means:

(a) those parts of the land described as Ōtūkōpiri in appendix 2 shown as areas B, C and D on deed plan OTS-060-004;

(b) Pūwhenua; and

(c) Otānewainuku.

Liens Block

7.3 The settlement legislation is to provide that:

7.3.1 Liens Block ceases to be a conservation area under the Conservation Act 1987;

7.3.2 the fee simple estate in Liens Block vests in the trustees of Te Tāwharau o Ngāti Pūkenga Trust.

Pae ki Hauraki

7.4 The settlement legislation is to provide that:

7.4.1 Pae ki Hauraki (being part of Coromandel Forest Park) ceases to be a conservation area under the Conservation Act 1987;

7.4.2 the fee simple estate in Pae ki Hauraki vests in the trustees of Te Tāwharau o Ngāti Pūkenga Trust;

7.4.3 paragraphs 7.4.1 and 7.4.2 are subject to the governance entity providing a registrable covenant in relation to Pae ki Hauraki in the form set out in part 6 of the documents schedule;

7.4.4 the covenant is to be treated as a conservation covenant for the purposes of -

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

Ōtūkōpiri

7.5 The settlement legislation is to provide:

7.5.1 that those parts of Ōtūkōpiri that are conservation areas cease to be conservation areas under the Conservation Act 1987;

7.5.2 that the fee simple estate in Ōtūkōpiri, being the areas shown A, B, C and D on deed plan OTS-060-004 (subject to survey) vests in the trustees of Te Tāwharau o Ngāti Pūkenga Trust;

7.5.3 that the part of Ōtūkōpiri shown A on deed plan OTS-060-004 vested under paragraph 7.5.2 remains subject to the lease held in Computer Interest Register SA23D/203 and to any renewals of it, and the lease is varied so that the demised area is only that part shown A on OTS-060-004, subject to survey;

7.5.4 that the areas shown B, C and D on deed plan OTS-060-004 are declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977;

7.5.5 that the Registrar-General of Land must note on Computer Interest Register SA23D/203 that the land to which the lease now applies is that part shown A on OTS-060-004, subject to survey.

Te Tihi o Hauturu

7.6 The settlement legislation is to provide that:

7.6.1 Te Tihi o Hauturu (being part of the Coromandel Forest Park) ceases to be a conservation area under the Conservation Act 1987;

7.6.2 The fee simple estate in Te Tihi o Hauturu vests as undivided equal shares in the following as tenants in common:

(a) the trustees of Te Tāwharau o Ngāti Pūkenga Trust as to a half share; and

(b) the trustees of the Ngāti Maru governance entity as to a half share;

7.6.3 paragraph 7.6.1 and 7.6.2 are subject to each entity referred to in paragraph 7.6.2 providing the Crown with a registrable covenant in relation to Te Tihi o Hauturu on the terms and conditions in part 7 of the documents schedule; and

7.6.4 the covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987;

7.6.5 paragraphs 7.6.1 to 7.6.4 will apply on the settlement date if clause 6.16 of the deed applies;

7.6.6 paragraphs 7.6.1 to 7.6.4 will apply on the later of the settlement date and the Ngāti Maru settlement date if clause 6.17 of the deed applies;

7.6.7 paragraphs 7.6.1, 7.6.3 with necessary modifications and 7.6.4 will apply on the Te Tihi o Hauturu vesting date if clause 6.19 of the deed applies. If clause 6.19 of the deed applies the settlement legislation will provide for the fee simple estate in Te Tihi o Hauturu to vest in the trustees of Te Tāwharau o Ngāti Pūkenga Trust on the Te Tihi o Hauturu vesting date.

Otānewainuku

7.7 The settlement legislation is to provide that:

7.7.1 Otānewainuku ceases to be a conservation area under the Conservation Act 1987;

7.7.2 an undivided 1/6 share of the fee simple estate in Otānewainuku vests in the following as tenants in common:

(a) the trustees of Te Tāwharau o Ngāti Pūkenga Trust; and

(b) the trustees of Te Kapu o Waitaha; and

(c) the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust; and

(d) the trustees of Te Tahuhu o Tawakeheimoa Trust; and

(e) the trustees of Tapuika iwi Authority Trust; and

(f) the entity to be established to represent the members of Ngāi Te Rangi for the purposes of this vesting;

7.7.3 Otānewainuku is declared a reserve and classified as a scenic reserve for the purposes subject to section 19(1)(a) of the Reserves Act 1977;

7.7.4 the reserve created under paragraph 7.7.3 is named Otānewainuku Scenic Reserve;

7.7.5 the joint management body to be established by paragraph 9.10 is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act;

7.7.6 paragraphs 7.7.1 to 7.7.5 are subject to each entity referred to in paragraph 7.7.2 providing the Crown with a registrable right of way easement in relation to Otānewainuku over the area marked A and B on OTS-060-012 on the terms and conditions set out in part 5 of the documents schedule;

7.7.7 an easement granted in accordance with paragraph 7.7.6:

(a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and

(b) is to be treated as having been granted in accordance with that Act.

Pūwhenua

7.8 The settlement legislation is to provide that:

7.8.1 Pūwhenua ceases to be a conservation area under the Conservation Act 1987;

7.8.2 an undivided 1/6 share of the fee simple estate in Pūwhenua vests in the following as tenants in common:

(a) the trustees of Te Tāwharau o Ngāti Pūkenga Trust; and

(b) the trustees of Te Kapu o Waitaha; and

(c) the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust; and

(d) the trustees of Te Tahuhu o Tawakeheimoa Trust; and

(e) the trustees of Tapuika Iwi Authority Trust; and

(f) the trustees of the entity to be established to represent the members of Ngāi Te Rangi for the purposes of this vesting;

7.8.3 Pūwhenua is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977;

7.8.4 the reserve created under paragraph 7.8.3 is named Pūwhenua Scenic Reserve;

7.8.5 the joint management body to be established by paragraph 9.10 is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act.

Vesting mechanism for Otānewainuku and Pūwhenua

7.9 The settlement legislation is to provide that:

7.9.1 the undivided shares in the fee simple estate in Otānewainuku and Pūwhenua vest on a date specified by Order in Council made by the Governor-General on the recommendation of the Minister of Conservation; and

7.9.2 the Minister must not make a recommendation:

(a) unless and until legislation is enacted to settle the historical claims of all the iwi referred to in paragraph 7.7.2 and 7.8.2; and

(b) that legislation, in each case, provides for the vesting, on a date specified by Order in Council, of the fee simple estate in Otānewainuku and Pūwhenua as undivided equal shares in the entities referred to in paragraph 7.7.2 and 7.8.2 as tenants in common.

8 PROVISIONS SPECIFYING TERMS OF VESTING

General

8.1 The settlement legislation is to provide for the vesting of the cultural redress properties on the terms provided by this part.

8.2 Each cultural redress property is to vest subject to, or together with, any encumbrances for the property listed in appendix 2.

Ownership of governance entity to be registered on computer freehold register

8.3 Paragraphs 8.4 to 8.8 are to apply to the fee simple estate in a cultural redress property vested under the settlement legislation.

8.4 The Registrar-General of Land, on written application by an authorised person, is to be required to comply with paragraphs 8.5 and 8.6.

8.5 To the extent that a cultural redress property (other than Otānewainuku, Pūwhenua and Te Tihi o Hauturu) is all of the land contained in a computer freehold register, the Registrar-General is to –

8.5.1 register the governance entity as the proprietor of the fee simple estate in the land; and

8.5.2 make any entries in the register, and do all other things, that are necessary to give effect to the settlement legislation and this deed.

8.6 To the extent that a cultural redress property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General is to –

8.6.1 create one or more computer freehold registers for the fee simple estate in the property in the name of the governance entity; and

8.6.2 enter on the register any encumbrances that are –

(a) registered, notified, or notifiable; and

(b) described in the application from the authorised person.

8.7 For Otānewainuku, Pūwhenua and Te Tihi o Hauturu, the Registrar-General of Land is to-

8.7.1 create a computer freehold register for an undivided equal share of the fee simple estate in the property in the names of the trustees of the Te Tāwharau o Ngāti Pūkenga Trust and the Ngāti Maru governance entity . If clause's 6.16 and 6.17 of the deed do not apply and 6.19 of the deed applies, the

Registrar-General of Land is to create a computer freehold register for the fee simple estate in Te Tihi o Hauturu in the names of the trustees of the Te Tāwharau o Ngāti Pūkenga Trust ; and

8.7.2 record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.

Timing of creation of computer freehold register to be specified

8.8 The settlement legislation is to provide –

8.8.1 paragraph 8.6 is to apply subject to the completion of any survey necessary to create the computer freehold register; and

8.8.2 the computer freehold register must be created as soon as reasonably practicable after the settlement date or -

(a) in the case of Otānewainuku and Pūwhenua, the date specified in the Order in Council under paragraph 7.9; or

(b) in the case of Te Tihi o Hauturu, the date that Te Tihi o Hauturu vests in accordance with the settlement legislation; and

8.8.3 the computer freehold register referred to in paragraph 8.8.2 must be created no later than:

(a) 24 months after whichever of those dates in paragraph 8.8.2 is relevant; or

(b) any later date that may be agreed in writing by the governance entity and the Crown.

Application of Part 4A of the Conservation Act 1987 (including creation of marginal strips) to be dealt with

8.9 The settlement legislation is to provide that –

8.9.1 the vesting of a cultural redress property in the governance entity is to be a disposition for the purposes of Part 4A of the Conservation Act 1987; but

8.9.2 sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition; and

8.9.3 despite paragraphs 8.9.1 and 8.9.2 the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site under the settlement legislation; and

8.9.4 if the reservation under the settlement legislation of a reserve site is revoked in relation to all or part of the site, then its vesting is to be no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or

part of that site.

Application of Part 4A of Conservation Act and settlement legislation to be notified on computer freehold register

8.10 The Registrar-General of Land is to be required to notify on the computer freehold register for –

8.10.1 a reserve site other than Otānewainuku and Pūwhenua that –

(a) the land is subject to Part 4A of the Conservation Act 1987; but

(b) section 24 of that Act does not apply; and

(c) the land is subject to paragraphs 8.9.4 and 9.4; and

8.10.2 The Registrar-General of Land is to be required to notify on the computer freehold register for Otānewainuku and Pūwhenua that:

(a) the land is subject to Part 4A of the Conservation Act 1987; but

(b) section 24 of that Act does not apply; and

(c) the land is subject to paragraph 8.9.4, 8.16 and 9.4; and

8.10.3 any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987.

8.11 The settlement legislation is to provide that a notification made under paragraph 8.10 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.

Removal of notifications from computer freehold register to be provided for

8.12 The settlement legislation is to provide that –

8.12.1 if the reservation of a reserve site is revoked, in relation to –

(a) all of the site, the Director-General of Conservation is to apply in writing to the Registrar-General of Land to remove from the computer freehold register for the site the notifications that –

(i) section 24 of the Conservation Act 1987 does not apply to the site; and

(ii) the site is subject to paragraphs 8.9.4 and 9.4; or

(b) part of the site, the Registrar-General of Land is to ensure that the notifications referred to in paragraph (a) remain on the computer

freehold register only for the part of the site that remains a reserve; and

8.12.2 the Registrar-General of Land is to comply with an application received in accordance with paragraphs (a).

Interests in land for Otānewainuku and Pūwhenua

8.13 The settlement legislation is to provide that paragraphs 8.14 to 8.18 apply to Otānewainuku and Pūwhenua while either of those sites has an administering body that is treated as if the site were vested in it.

8.14 Paragraphs 8.15 to 8.22 apply to all, or any part of Otānewainuku or Pūwhenua that remains a reserve at any time under the Reserves Act 1977 (**the reserve land**).

8.15 If Otānewainuku or Pūwhenua are affected by an interest listed for the property in appendix 2 of the legislative matters schedule that is an interest in land, the interest applies as if the administering body (established under either paragraph 9.10) were the grantor, or the grantee, of the interest in respect of the reserve land.

8.16 Any interest in land that affects the reserve land must be dealt with for the purposes of registration as if the administering body for Otānewainuku or Pūwhenua were the registered proprietor of the reserve land.

8.17 However, paragraphs 8.15 and 8.16 do not affect the registration of the easement referred to in paragraph 7.7.6 in respect of Otānewainuku only.

8.18 Paragraphs 8.15 and 8.16 are to continue to apply notwithstanding any subsequent transfer of the reserve land as provided for under paragraph 9.3.7.

Interests that are not interests in land

8.19 The settlement legislation is to provide that paragraphs 8.21 to 8.22 apply if a cultural redress property is subject to an interest listed for the property in appendix 2 of the legislative matters schedule that is not an interest in land and for which there is a grantor, whether or not the interest also applies to land outside the property.

8.20 The interest in paragraph 8.19 applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property, except to the extent that paragraph 8.21 applies.

8.21 If all or part of the cultural redress property is reserve land to which paragraphs 8.13 to 8.18 apply, the interest applies as if the administering body of the reserve land were the grantor of the interest in respect of the reserve land.

8.22 The interest applies:

8.22.1 until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and

8.22.2 with any other necessary modifications; and

8.22.3 despite any change in status of the land in the property.

8.22.4 the Liens Block, Pae ki Hauraki and Te Tihi o Hauturu will be afforded the same level of protection under the Crown Minerals Act 1991 as if those sites continued to be covered by clause 11 of Schedule 4 to that Act.

8.22.5 the Registrar-General of Land is to be required to notify on the computer freehold registers for the Liens Block, Pae ki Hauraki and Te Tihi o Hauturu that those sites are subject to the protection under the Crown Minerals Act referred to in paragraph 8.22.4.

Application of other legislation to be dealt with

8.23 The settlement legislation is to provide –

8.23.1 sections 24 and 25 of the Reserves Act 1977 are not to apply to the revocation under the settlement legislation of the reserve status of a cultural redress property; and

8.23.2 section 11 and Part 10 of the Resource Management Act 1991 are not to apply to –

(a) the vesting of the fee simple estate in a cultural redress property under the settlement legislation; or

(b) any matter incidental to, or required for the purpose of, the vesting; and

8.23.3 the vesting of the fee simple estate in a cultural redress property under the settlement legislation is not to –

(a) limit section 10 or 11 of the Crown Minerals Act 1991; or

(b) affect other rights to subsurface minerals.

9 PROVISIONS RELATING TO RESERVE SITES

General

9.1 The settlement legislation is to include provisions in relation to the vesting of reserve sites on the terms provided in this part.

Application of Reserves Act 1977 to be dealt with

9.2 The settlement legislation is to provide that:

9.2.1 except with respect to Otānewainuku and Pūwhenua, the trustees are to be the administering body of a reserve site for the purposes of the Reserves Act 1977; and

9.2.2 the joint administering body created under paragraph 9.10 is to be the administering body of Otānewainuku and Pūwhenua for the purposes of the Reserves Act 1977; and

9.2.3 despite sections 48A(6), 114(5), and 115(6) of the Reserves Act 1977, sections 48A, 114, and 115 of that Act apply to a reserve site; and

9.2.4 sections 78(1)(a), 79 to 81 and 88 of the Reserves Act 1977 do not apply to a reserve site; and

9.2.5 if the reservation under the settlement legislation of a reserve site is revoked under section 24 of the Reserves Act 1977, in relation to all or part of the site:

(a) section 25(2) of that Act applies to the revocation; but

(b) the other provisions of section 25 do not apply.

Subsequent transfer of reserve sites to be provided for

9.3 The settlement legislation is to provide that:

9.3.1 this paragraph is to apply to all, or any part, of a reserve site (other than Otānewainuku and Pūwhenua) that remains a reserve at any time after the vesting in the governance entity under the settlement legislation (the **reserve land**); and

9.3.2 the fee simple estate in the reserve land may be transferred to another person only in accordance with this paragraph; and

9.3.3 paragraph 9.3.2 is to apply despite any other enactment or rule of law; and

9.3.4 the Minister of Conservation is to give written consent to the transfer of the

fee simple estate in reserve land to another person (the **new owner**) if, upon written application, the registered proprietor of the reserve land satisfies the Minister that the new owner is able to –

(a) comply with the Reserves Act 1977; and

(b) perform the obligations of an administering body under that Act; and

Registration of transfer to be provided for

9.3.5 the Registrar-General of Land, upon receiving the following documents, is to register the new owner as the proprietor of the estate in fee simple in the reserve land:

(a) the transfer instrument to transfer the fee simple estate in the reserve land to the new owner, including a notification that the new owner is to hold the reserve land for the same reserve purpose as it was held by the administering body immediately before the transfer:

(b) the Minister of Conservation's written consent to the transfer:

(c) any other document required for the registration of the transfer instrument; and

New owners are to be the administering body

9.3.6 the new owner, from the time of its registration under paragraph 9.3.5, -

(a) is to be the administering body of the reserve land for the purposes of the Reserves Act 1977; and

(b) holds the reserve land for the same reserve purpose as it was held by the administering body immediately before the transfer; and

Provisions not to apply if transfer is to new trustees of a trust

9.3.7 paragraphs 9.3.1 to 9.3.6 are not to apply to the transfer of the fee simple estate in reserve land if –

(a) the transferors are or were the trustees of a trust; and

(b) the transferees are the trustees of the same trust after –

(i) a new trustee has been appointed; or

(ii) a transferor has ceased to be a trustee; and

(c) the transfer instrument is accompanied by a certificate given by the transferees, or their solicitor, verifying that paragraphs (a) and (b) apply.

Subsequent transfer of Otānewainuku and Pūwhenua

9.4 Paragraph 9.5 applies to Pūwhenua and Otānewainuku as long as the land, or any part of the land in the site, remains a reserve under the Reserves Act 1977 after vesting in any trustees under part 7.

9.5 The fee simple estate in the reserve land may be transferred only if:

9.5.1 the transferors of the reserve land are or were the trustees of a trust; and

9.5.2 the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and

9.5.3 the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that paragraphs 9.5.1 and 9.5.2 apply.

9.6 Paragraph 9.5 applies despite any other enactment or rule of law.

Reserve site is not to be mortgaged or charged

9.7 The registered proprietors from time to time of a reserve site that is vested under the settlement legislation are not to mortgage, or give a security interest in, all or any part of the site that remains a reserve.

Bylaws etc in relation to reserve sites to be saved

9.8 Any bylaw, prohibition, permit, concession, or restriction on use or access in relation to a reserve site made or granted under the Reserves Act 1977, or the Conservation Act 1987, by an administering body or the Minister of Conservation is to remain in force until it expires or is revoked under the applicable legislation.

Application of legislation to certain names

9.9 The settlement legislation is to provide that—

9.9.1 paragraph 10.5.2 applies to the land, or part of the land, in a cultural redress property that, immediately before the commencement of the settlement legislation, was all or part of a Crown protected area;

9.9.2 the official geographic name of the Crown protected area is discontinued in respect of the land, or part of the land, and the Board must amend the Gazetteer accordingly;

9.9.3 a reserve site is not a Crown protected area, despite anything in the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008;

9.9.4 the Minister of Conservation must not change the name of a reserve site under section 16(10) of the Reserves Act 1977 without the written consent of the administering body of the site, and section 16(10A) of that Act does not apply to the proposed change; and

9.9.5 in this paragraph, the following terms have the meaning given by section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008:

(a) Board;

(b) Crown protected area;

(c) Gazetteer; and

(d) official geographic name.

Joint management body for Otānewainuku and Pūwhenua

9.10 The settlement legislation is to provide that:

9.10.1 a joint management body for Otānewainuku Scenic Reserve and Pūwhenua Scenic Reserve is established;

9.10.2 the following are appointers for the purposes of this section:

(a) the trustees of Te Kapu o Waitaha;

(b) the trustees of Tapuika Iwi Authority Trust;

(c) the trustees of Te Tahuhu o Tawakeheimoa Trust;

(d) the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust;

(e) the trustees of an entity established to represent the members of the Ngāi Te Rangi governance entity for the purposes of the vesting;

(f) the trustees of Te Tāwharau o Ngāti Pūkenga Trust; and

9.10.3 each appointer under paragraph 9.10.2 may appoint 1 member to the joint management body; and

9.10.4 a member is appointed only if the appointer gives written notice with the following details to the other appointers:

(a) the full name, address, and other contact details of the member; and

(b) the date on which the appointment takes effect, which must be no earlier than the date of the notice; and

9.10.5 an appointment ends after 5 years or when the appointer replaces the member by making another appointment; and

9.10.6 a member may be appointed, reappointed, or discharged at the discretion of the appointer; and

9.10.7 sections 32 to 34 of the Reserves Act 1977 apply to the joint administering body as if it were a board;

9.10.8 however, the first meeting of the body must be held no later than 2 months after the date specified in the Order in Council made under paragraph 7.9.

Modifications to the Conservation Act 1987 in respect of Ōtūkōpiri

9.11 The settlement legislation is to provide that:

9.11.1 section 64(2)(b) of the Conservation Act 1987 continues to apply to the part of Ōtūkōpiri shown A on deed plan OTS-060-004 and the lease held in Computer Interest Register SA23D/203 as if:

(a) the reference to the Director General were a reference to the lessor under the lease held in Computer Interest Register SA23D/203, except for in clause 13 of the lease where the reference to the lessor shall be read as a reference to the Crown; and

(b) the provisions of the Land Act 1948 specified in section 64(3) of the Conservation Act 1987 were sections 130 to 151 (except 143(1)) and sections 170 to 170B; and

(c) the reference to 'the Crown' and 'Her Majesty' in sections 136(4), 139(1) and 146(3) of the Land Act 1948 were a reference to the lessor under the lease held in Computer Interest Register SA23D/203; and

(d) the words ', with approval of the Minister' were omitted from section 146(1) of the Land Act 1948.

10 PROVISIONS RELATING TO COMMERCIAL REDRESS PROPERTIES

General

10.1 The settlement legislation is to include provisions in relation to the transfer of the commercial redress properties on the terms provided by this part.

Crown to be authorised to transfer commercial redress properties

10.2 The Crown (acting by and through the chief executive of the landholding agency) is to be authorised to do one or both of the following:

10.2.1 transfer to the governance entity the fee simple estate in a commercial redress property:

10.2.2 sign a transfer instrument or other document, or do anything else to effect the transfer.

10.3 The authority under paragraph 10.2 is to be given to give effect to this deed.

Registrar-General of Land to be required to create a computer freehold register

10.4 Paragraphs 10.4 to 10.8 are to apply to -

10.4.1 a commercial redress property to the extent that –

(a) it is not all of the land contained in a computer freehold register; or

(b) there is no computer freehold register for all or part of the property.

10.5 The Registrar-General of Land is to be required, in accordance with a written application by an authorised person, and after completion of any necessary survey, create a computer freehold register in the name of the Crown –

10.5.1 subject to, and together with, any encumbrances that –

(a) are registered, notified, or notifiable; and

(b) are described in the written application; and

10.5.2 without any statement of purpose.

Covenant for later creation of freehold register to be permitted

10.5.3 An authorised person is to be permitted to grant a covenant to arrange for the later creation of a computer freehold register for a commercial redress

property that is to be transferred to the governance entity under the deed of settlement.

10.6 The settlement legislation is to provide that, despite the Land Transfer Act 1952, -

10.6.1 the authorised person may request the Registrar-General of Land to register a covenant granted in accordance with paragraph 10.5 under the Land Transfer Act 1952 by creating a computer interest register; and

10.6.2 the Registrar-General must register the covenant.

Application of other legislation

10.7 The settlement legislation is to provide –

10.7.1 sections 11 and part 10 of the Resource Management Act 1991 do not apply to –

(a) the transfer to the governance entity of a commercial redress property; or

(b) any matter incidental to, or required for the purpose of, the transfer; and

10.7.2 the transfer of a commercial redress property to the governance entity –

(a) does not –

(i) limit section 10 or 11 of the Crown Minerals Act 1991; or

(ii) affect other rights to subsurface minerals; or

(b) is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition; and

10.7.3 in exercising the powers conferred by paragraphs 10.2 and 10.3, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a commercial redress property; and

10.7.4 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the provisions of this deed in relation to the transfer of a commercial redress property.

10.8 Paragraph 10.7.3 does not limit paragraph 10.7.2.

11 MISCELLANEOUS PROVISIONS

Interpretation

11.1 The settlement legislation is to provide that it is Parliament's intention that it is interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

Guide to the settlement legislation

11.2 The settlement legislation is to -

11.2.1 include a guide to its overall scheme and effect; but

11.2.2 provide the guide does not affect the interpretation or application of -

(a) the other provisions of the settlement legislation; or

(b) this deed.

Application of perpetuities rule removed

11.3 the settlement legislation is to provide that the rule against perpetuities, and the perpetuities Act 1964, –

11.3.1 are not to prescribe or restrict the period during which –

(a) Te Tāwharau o Ngāti Pūkenga Trust may exist in law; and

(b) the trustees of the governance entity, in their capacity as trustees, may hold or deal with property (including income derived from property); or

11.3.2 are not to apply to a settlement document if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective; and

11.3.3 may, however, to be applied in accordance with the general law to Te Tāwharau o Ngāti Pūkenga Trust if it is, or becomes, a charitable trust.

Timing of actions or matters

11.4 Actions or matters occurring under the settlement legislation are to occur and take effect on and from the settlement date, except if the settlement legislation requires an action or matter to take effect on another date.

Access to this deed

11.5 The Chief Executive of the Ministry of Justice is to be required to make copies of this deed available –

11.5.1 for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington during working hours on any business day; and

11.5.2 free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

APPENDIX

1 STATUTORY AREAS

1.1 Te Tumu to Waihi Estuary Coastal Statutory Acknowledgement Area (as shown on deed plan number OTS-060-007).

1.2 Hauturu Block (as shown on deed plan number OTS-060-005).

1.3 Pakikaikutu Coastal Statutory Acknowledgement Area (as shown on deed plan number OTS-060-009).

1.4 Manaia Harbour Statutory Acknowledgement Area (as shown on deed plan number OTS-060-006).

1.5 Manaia River Statutory Acknowledgement Area (as shown on deed plan number OTS-060-011).

2 CULTURAL REDRESS PROPERTIES

Vest fee simple

Site	Description	Encumbrances
Liens Block	106.3564 hectares, more or less, being Manaia (1B & 2B)E1. All Proclamation S582198.	
Te Tihi o Hauturu (Joint vesting)	10.00 hectares, approximately, being Part Section 31 Block II Hastings Survey District. Part Gazette 1971 page 847. Shown on deed plan OTS–060–010. Subject to survey.	Subject to a conservation covenant referred to in paragraph 7.6.3.
Pae ki Hauraki	301.00 hectares, approximately, being Part Section 31 Block II Hastings Survey District. Part Gazette 1971 page 847. Shown B on deed plan OTS–060–003. Subject to survey.	Subject to a conservation covenant referred to in paragraph 7.4.3.
Ōtūkōpiri	5.27 hectares, approximately, being Part Section 26 Block XV Tauranga Survey District. Part Proclamation S363330, as shown A on deed plan OTS – 060 – 004. Subject to survey.	Subject to a Roadway created by Court Order H403957. Subject to a lease to Tauranga District Group Riding for the Disabled Association Incorporated held in Computer Interest Register SA23D/203 and an unregistered renewal of lease dated 23 June 2011 for a further 33 years.
	1.16 hectares, approximately, being Part Section 26 Block XV Tauranga Survey District and Parts Ngapeke 1F2A. Balance Proclamation S363330, as shown B, C and D on deed plan OTS–060–004. Subject to survey.	Recreation Reserve subject to Section 17 of the Reserves Act 1977. Subject to a Roadway created by Court Order H403957.

APPENDIX - 2: CULTURAL REDRESS PROPERTIES

Site	Description	Encumbrances
Otānewainuku	35.5 hectares, approximately, being Part Section 3 Block XVI Otanewainuku Survey District. Part *Gazette* 1947 page 481. Subject to survey. 52.5 hectares, approximately, being Part Section 4 Block XVI Otanewainuku Survey District. Part *Gazette* 1920 page 2119. Subject to survey. 27.0 hectares, approximately, being Part Te Puke Block. Part *Gazette* 1879 page 781. Subject to survey. 5.0 hectares, approximately, being Part Waitaha 1. Part *Gazette* 1947 page 1884 page 238. Subject to survey. As shown on deed plan OTS-060-012.	Scenic Reserve subject to section 19(1)(a) Reserves Act 1977. Subject to an unregistered guiding permit with concession number PAC 04-06-40 to Golden Fern Trust (dated 22/9/10). Subject to an unregistered guiding permit with concession number PAC 10-06-229 to Black Sheep Touring Company Ltd (dated 19/10/07). Subject to an easement in gross in favour of the Minister of Conservation referred to in paragraph 7.7.6. Subject to a Memorandum of Understanding with the Kokako Trust with number DOCDM 382280 (dated 21/5/09).
Pūwhenua	52.0 hectares, approximately, being Part Lot 4 DPS 85782. Part Computer Freehold Register SA68A/371. Subject to survey. 15.5 hectares, approximately, being Part Section 5 Block XIV Otanewainuku Survey District. Part Gazette 1940 page 1059. Subject to survey. As shown on the deed plan OTS-060-013.	Scenic Reserve subject to section 19(1)(a) Reserves Act 1977. Together with a Right of Way easement over Lot 1 DPS 85782 (as shown marked B on DPS 85782) in favour of Lot 4 DPS 85782 to be created.

Ngāti Pūkenga

and

The Trustees of Te Tāwharau o Ngāti Pūkenga Trust

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: DOCUMENTS

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1 STATEMENTS OF ASSOCIATION - STATUTORY ACKNOWLEDGEMENTS

The Ngāti Pūkenga statements of association are set out below. These are statements of Ngāti Pūkenga's particular cultural, spiritual, historical, and traditional association with identified areas.

Te **Tumu to Waihi Estuary Coastal Statutory Acknowledgement Area** (as shown on deed plan OTS 060 007)

Ngāti Pukenga have important associations with the coast from Te Tumu to Maketū to Little Waihi.

The coastal area around Te Tumu once sustained a considerable population including the ancestors of Ngāti Pūkenga. There was no shortage of fishing places. Our ancestors foraged and gathered food from the whole area as the kahitua (tuatua) is migratory and shifts from place to place. This required our tupuna to gather them from different places. Likewise the pārā or frostfish would be gathered at appropriate times, as the name indicates, when there were heavy frosts. The frost stuns the fish and they are gathered early in the morning before the gulls are able to dine on them. Kaikai karoro is a shellfish that inhabits a spiral shaped shell and the flesh, when cooked and retrieved, tastes something akin to crayfish or crab. Pingao, a plant used originally to bind staves together in the same way harakeke was used, and later on to create fine tukutuku panel designs, were harvested from the dunes.

In times of peace, our people spent a considerable amount of time living on this coast, gathering, fishing, preserving and preparing the bounty the coast provided. This area was also significant because a large swamp, 'Te Reporoa', ran along the back of the dunes and was a very important source of water fowl such as duck, pūkeko, matuku etc. Eels abounded and swamp plants such as harakeke, toetoe, various mosses and black mud called 'paru' and suchlike were gathered to build shelters and to produce clothing.

The Maketū estuary has been a traditional food gathering area of Ngāti Pūkenga shared with other iwi for hundreds of years. The types of food taken from this estuary include tuangi, pipi and tio (oysters). Many types of fish are caught there including kahawai, snapper, flounder, mullet, whitebait and eels from the Kaituna river. The Maketū estuary is famed for the abundance of food.

Around the point at Okurei, mussels, kina and paua were once numerous and sustained considerable populations. There are many named fishing spots along the Maketū coast, and on the ocean side of the sand bar kahitua (tuatua) can be obtained.

The Waihi estuary is of particular importance to Ngāti Pūkenga because of the proximity of our land at Waewaetutuki that directly abuts the estuary. According to our pakeke, the Ngāti Pūkenga stronghold at Waewaetutuki was a powerful defensive position. Invaders advancing from the Waihi estuary were hampered from scaling the pa as the pa was built to make climbing incredibly difficult, thus enabling Ngāti Pūkenga to pick them off methodically.

The Waihi estuary provided a safe place for the mooring of waka as well. Ngāti Pūkenga traditions tell of a famous waka called Te Whakatahataha which was moored in the Waihi estuary. It was in this waka that Ngāti Pūkenga used a technique that allowed them to overcome the flotilla of the other iwi who were better armed. Disguising themselves in a particular way by raising their cloaks above their faces and paddling in a contrary way, Ngāti Pūkenga gave the impression that they were trying to flee the other iwi. The Ngāti Pūkenga war party waited until the other iwi were relatively close and had fired their volley. Dropping their cloaks and reversing their direction they

rammed the other iwi, overturning their waka and evening the odds. The other iwi succumbed on that day.

The abundance of seafood and fowl made the estuary a most desirous place to live. Waihi estuary was therefore also Ngāti Pūkenga's maara kai, shared with the many iwi and hapu who also called it home.

Ngāti Pūkenga today continue to carry out our customary practices as our ancestors did along the coast from Te Tumu to Maketū to Little Waihi. We still gather shellfish from those places. We still fish along the coast. We still maintain the narratives handed down by our old people.

Pakikaikutu Coastal Statutory Acknowledgement Area (as shown on deed plan OTS 060 009)

Ngāti Pūkenga, also known as Te Tāwera, settled the Pakikaikutu block near Pārua Bay in 1838. The area is more commonly known as Tamaterau today. The land was 'tuku whenua' due to the killing of a Ngāti Pūkenga chief at that place.

According to our tribal history Te Tāwera were on their way north in canoes to trade for firearms. On the way one of the crew members, Te Kohupō wished to visit with his sister who had married an important chief of the area. Disembarking near Whāngarei Heads he made his way around the coast, passing through Pārua Bay. Unbeknown to him, he was being stalked by a local warrior and when he took a rest near a small stream he was surprised and killed at Pakikaikutu.

News of Te Kohupō's murder soon reached Te Tāwera in the Bay of Islands. Readying and arming themselves with their recently acquired firepower they set forth heading southwards towards Whāngarei Harbour where they entered intent on 'utu'. Arriving at Pārua Bay they spied a large contingent of people on the shore, and emissaries issued forth carrying with them terms for peace.

The canoes were drawn up on the beach and the entire retinue made their way from Pārua Bay over to Pakikaikutu. The Whāngarei chiefs pointed out the place where Te Kohupō had met his end, rituals were enacted and in recognition of the unwarranted taking of his life, the land was given over to Te Tāwera.

The coastal area, particularly from Waikaraka to Parua Bay (where the canoes landed), was incredibly important to Ngāti Pūkenga, more so because of the steep nature of the Pakikaikutu block, and the challenges these presented when food needed to be grown, dwellings built, or game taken. The 'kāpata kai', as expressed by Ngāti Pūkenga elders was the moana itself. There were oyster reefs at Tamaterau and Pārua that were utilised by the locals, spots where kina, scallops and mussels could be harvested. Every type of fish imaginable could be caught according to its own season in the shallows and deeper channels around the coast. When transport by water was the main mode of travel, the beaches and small coves provided safe anchorages, and canoes could ply this area taking aboard large seine nets to encircle the large schools of herrings, kahawai, parore, snapper and myriad other species.

The shallows along this coastal strip abounded in various types of pipi, a staple for the people living there, as these could be taken at almost any time of the year regardless of the weather, dried and stored for leaner times, or gathered in quantities to supply the many gatherings, mourning ceremonies or taken as gifts for other iwi and hapū. Indeed, all of the marine mentioned and more when presented to other tribal groups in the quantities required helped to balance the delicate inter-tribal relationships and ensure the mana of Ngāti Pūkenga was upheld and enhanced.

1: STATEMENTS OF ASSOCIATION - STATUTORY ACKNOWLEDGEMENTS

Manaia Harbour Statutory Acknowledgement Area (as shown on deed plan OTS 060 006)

Nowadays all of Te Tāwera are Ngāti Pūkenga and all of Ngāti Pūkenga are Te Tāwera. Therefore for the purposes of this Statement of Association the term Te Tāwera also means Ngāti Pūkenga and the term Ngāti Pūkenga also means Te Tāwera.

Manaia harbour was and is a central food source for Te Tāwera from times of old to the present. Many species of fish and other kaimoana were caught and collected there including patiki, tamure, parore, mullet, herrings, kingfish and kahawai. Manaia harbour is also known for having the largest pipi bed on the Coromandel peninsula.

As well, the land around the harbour holds many sacred sites such as urupa, waahi tapu and battle grounds. For Te Tāwera it is also the place where our Kaitiaki, Tuhirae (Mango shark) swims looking over the people of Ngāti Pūkenga. Another significant area bordering the harbour is Paiakarahi (beach). This is where the body of Te Kou o Rehua was taken and the Hahunga ceremony carried out. This area and all the harbour areas are of huge cultural and spiritual significance to all Te Tāwera.

Manaia River Statutory Acknowledgement Area (as shown on deed plan OTS 060 011)

Nowadays all of Te Tāwera are Ngāti Pūkenga and all of Ngāti Pūkenga are Te Tāwera. Therefore for the purposes of this Statement of Association the term Te Tāwera also means Ngāti Pūkenga and the term Ngāti Pūkenga also means Te Tāwera.

The Manaia awa is a greatly treasured taonga of Te Tāwera and Ngāti Pūkenga and features in the tribal pepeha. We offer the awa formal greetings in our hui and tangi and consider ourselves as guardians of the awa. We see the awa as an integrated whole of water and land within the Manaia catchment. The awa runs along the Manaia tuku lands and passes right beside Manaia marae.

The awa is a vital part of the Pātaka kai or "food basket" of Manaia. We have caught and preserved large numbers of eels and fish over the centuries. In early times the summer months provided such large numbers of kahawai, herrings, and mullet the awa bed was not visible due to the swarming masses migrating up the awa. We were able to preserve fish for the leaner seasons by drying them using the Pawhara process, smoking, and by storing large quantities in vinegar. However from the later 1900s the fish stocks have reduced as the awa's health has deteriorated. It has been common custom for the fish and tuna collected from Manaia awa to be shared among our whānau.

Manaia awa is an important source of fresh water for the iwi, especially the marae. It plays a significant part in our daily lives by providing water for bathing, washing, travel by waka, boiling and cooking, medicinal purposes, and harakeke.

Hauturu Block (as shown on deed plan OTS 060 005)

Nowadays all of Te Tāwera are Ngāti Pūkenga and all of Ngāti Pūkenga are Te Tāwera. Therefore for the purposes of this Statement of Association the term Te Tāwera also means Ngāti Pūkenga and the term Ngāti Pūkenga also means Te Tāwera.

The Crown acknowledges that Ngāti Pūkenga has cultural, spiritual, historical, and traditional associations with the area set out in this Statement of Association.

The Hauturu Block once formed part of the original tuku lands gifted to Te Tāwera by Ngāti Maru. It was and always will be of huge cultural and spiritual significance to Te Tāwera for it contains our

sacred maunga, Hauturu, as well as waahi tapu, mahinga kai, battle grounds and several urupa where the remains of our tupuna lie.

Hauturu has special significance to both Te Tāwera and Ngāti Maru in the Manaia area. Ngāti Maru traditions say that Hauturu was the elder of two siblings. One day, Hauturu's younger brother, Pukewhakataratara, decided he would stand up and block the view that Hauturu had of his beloved Rangitoto, an island across the other side of Tikapa Moana. When Hauturu asked Puke to sit, so as not to obstruct his view of Rangitoto, Puke vehemently refused and rebuked him saying 'who are you, that I should sit down?' Hauturu seeing no amicable solution to the problem quickly knocked his younger brother flat to the ground reminding him of his status as the tuakana or elder of the two. Pukewhakataratara has not moved from where he fell and remains there to this day.

The peak of Hauturu is also an important ancestral marker, confirmed by Ngāti Maru chiefs at the tangihanga of Te Kou o Rehua in September 1865. When Te Kou's son, Paroto, stood and returned the Manaia lands to Ngāti Maru, saying that he would take all his people back to Tauranga, all the Ngāti Maru chiefs present stood one after another to affirm the original tuku to Te Kou, saying 'Ko hauturu hei kawhena mo Te Kou' ('let Hauturu be the resting place of Te Kou'), further adding that they should stay here on their own land. This whakatauki is widely used to acknowledge and describe this ancestral icon and the Te Tāwera tuku lands.

A pa site stands on the Paekihauraki ridgeline between Hauturu and Pukerangiora within this block. Te Kou ordered the building of the pa in the 1850s for defensive purposes. Though access to the pa site is now overgrown, once you get there the remains can still be clearly seen. For instance, there are heaped hangi stones around the pa area and the old defensive trenches are still easily visible. Even twenty years ago, the remains of the old ramparts were still visible although they crumbled at the touch.

This area was also a bountiful source of kai. Tawawawahi Stream, located in the upper reaches of the Hauturu Block, was a source of freshwater koura and eels. Other tributaries that flowed through the Hauturu Block also contained an abundance of tuna, kokopu and koura. The areas surrounding Hauturu were the homes for wild pigs and other wildlife and kereru that were fat because aruhe (fern root), a staple food for the people was plentiful in the area. The many smaller caves among the rock walls of the maunga were in fact used for keeping and preserving kai when needed.

Te Tāwera whanau continue today to go to this area to gather kai and sometimes to stay overnight or for extended periods to be one with the land. It is a place of beauty and spiritual healing virtually untouched by the ravages of man.

2 TE TAKAPAU HORA NUI O PŪKENGA

Ngāti Pūkenga have important associations with various areas throughout Tauranga Moana and Maketū. Set out below are statements of Ngāti Pūkenga's particular cultural, spiritual, historical, and traditional association with these areas.

Kopukairoa

Kopukairoa is an important maunga and icon for Ngāti Pūkenga. Many Ngāti Pūkenga refer to Kopukairoa in their tribal pepeha or whakatauki. The significance of Kopukairoa was to some extent portrayed in a pātere composed by Wiremu Ohia and Hokorua Himiona about Te Tāhuna o Rangataua. Its words are haunting but they also say everything that needs to be said. The following is an extract of that pātere that relates to Kopukairoa and its immediate environs:

> Tū rangatira a Kopukairoa,
> Titiro iho kia Maungamana,
> E awhi rā ia Tamapahore,
> Ia Tahuwhakatiki
> Me Whetu o te Rangi,
> Ngā marae nohoanga,
> O ngā mano o ngā Pāpaka o Rangataua

Kopukairoa was once an immense whale who travelled from Hawaiki at around the same time as the first Maori ancestors who migrated to Aotearoa from the Pacific. He and his family made their way to Tauranga accompanied by various waka claiming the honour of their sacred company. These three whales entered the Tauranga harbour and found their way to Rangataua. The baby, called Hikurangi, was parched and seeking respite, saw a small stream flowing from the shore and took a drink unaware that it was enchanted. After a short sip he was turned to stone. The mother whale following on his tail in her grief also drank from the stream and she herself became Mangatawa, the great stone effigy embracing her calf. The father, Kopukairoa unable to live without them, stranded himself, and the gods, looking upon him, felt sorry and he too was turned into a towering mountain that our people still revere. We call the three maunga "Ngā Tohora e Toru" or "Te Wehenga Kauika". Our people still report that the stream turns a milky colour on occasions and our people believe that certain whale strandings in the Rangataua harbour were a consequence of the maunga and being drawn to Te U o te Tohora o Maungamana.

Ngāti Pūkenga tribal tradition is that there are caves on Kopukairoa that contain koiwi. The last one that was found was buried so as not to be accessed again.

Ngāti Pūkenga continue to access Kopukairoa today and hold wananga at the tihi. The Matariki celebration was initiated from our maunga during one such wananga.

Otānewainuku and Pūwhenua

Ngāti Pūkenga have strong cultural associations with Hautere and in particular, the maunga there - Otānewainuku and Pūwhenua. Both of these maunga are intrinsic parts of the whole tribal geological genesis as told and retold in the annals of tribal oral accounts. They are maunga kōrero (mountains of oratory), maunga kārangaranga (mountains reverberating with the call of ancient times) and maunga tupua (enchanted mountains) that form the mytho-poetic origins of the Tauranga Moana landscape. The stories about these maunga are recounted with veneration in the tribal recollections of Ngāti Pūkenga.

2: TE TAKAPAU HORA NUI O PŪKENGA

Ngāti Pūkenga elders passed down the story of how Mauao once stood in the Hautere forest, the giant sentinel majesty of Pūwhenua and Otānewainuku dwarfing his humble form. Otānewainuku's name refers to Tāne, the forest deity, inasmuch as he was clothed in the finest of Tāne's flora, like a massive korowai cloak draping his frame he stands erect purveying all within his domain. The beautiful Pūwhenua, radiant in her symmetrical poise, she embraces the forest denizen, the many hapu of Patupaiarehe call her confines home, emerging only in the evenings to make their way to the ocean to reap their harvest and quickly scuttling back to the safety of her embrace before dawn's first shards appear on the horizon.

The traditions of Patupaiarehe are strong at Pūwhenua indeed. There is an old chant still recited today that is attributed to the Patupaiarehe who lived at Pūwhenua that they used when hauling Mauao to where he stands today at the entrance of Tauranga harbour. The Patupaiarehe were often held in dread, in fact one of our grand uncles recalls going with his elders to Pūwhenua to hunt pigs, but they could only go by certain paths lest they come across the night dwellers. The dogs were the first ones to sense them and often would refuse to hunt in certain places out of fear of these fair occupants, for it was believed that the Patupaiarehe were fair skinned. Our grand uncle told us of how they would always try to avoid staying on the mountain at night because of this. There were stories of abductions. One night they got stuck and made sure to keep the fire burning all night, while the dogs snarled at the shadows beyond the reach of the light of the flames.

In times past Otānewainuku and Pūwhenua were utilised by our ancestors as hunting grounds for kiwi, kererū, kākā and many other birds which were stored in their own fat and placed in calabashes for retrieval on special occasions. In fact males were not allowed to eat kererū until their grandmothers, mothers, wives and sisters had had their fill, often, they were lucky to suck on the bones. These types of delicacies were reserved for visitors as well, as it is our tradition that visitors must always have the best. Our elders taught us not to take the feathers of the kererū out of the bush, but to pluck and bury them where they fell and stick the tail feathers into the top of the small mound so that the 'mauri' of the birds would not be lost to its special area. It was well known that the birds, like our people had their own specific rohe that they belonged to.

Many types of berries were foraged including tawa, which tastes a little like diesel to the uninitiated, or the karaka that required proper steaming in the earth oven before consumption as to not do so could prove fatal. Harore (a type of fungus), a favourite of our old people was gathered at its special time. If one missed the signs the harore would be gone quickly. 'Harore rangi tahi' (One day harore) is a saying that reflects this and was applied to people who could not stick at things, much like the pakehā proverb, 'fly by nighters'. With the advent of the 'Captain Cook' variety of pig and latter introductions including deer, the bush larder replenished Ngāti Pūkenga's stocks in times of need. The bush is rich in foodstuffs, mātauranga, traditions, stories and tikanga. Ancient tracks traversed by our ancestors still remain there today, and their words linger in the minds of their descendants.

Otawa

Otawa is the ancestral mountain of Te Tāwera and Ngāti Pūkenga tupuna Takakōpiri and his wife Te Kāhureremoa. Te Kāhureremoa travelled to Otawa after a disagreement with her father (Paaka) over a betrothal and her subsequent actions. Her purpose was to revive a fleeting romance with the handsome chief Takakōpiri whom she had met briefly when he and his people visited her father's settlement. While making her way towards Otawa mountain she and her mokai (servant) were distracted by the rustling of birds high above them. Surveying the tree canopy she saw a man engaged in spearing birds. She enquired of the man perchance would he know in what direction lay Otawa, the home of the great chief she sought. The hunter replied yes, indeed, he knew, and that, should the pair agree, he would take word of their imminent arrival. After briefly describing the most appropriate route to follow, he quickly disappeared into the undergrowth and made his way to Otawa. Te Kāhureremoa and her mokai continued on their way, eventually arriving outside the pā at Otawa. Te Kāhureremoa was welcomed into the pā and the chief of the

pā emerged from the crowd to greet her. Seeing him in his radiance she then knew that the young bird hunter and man she had travelled so far to be reunited with were in fact one and the same. There was much rejoicing in the pā and the two were married.

Takakōpiri held mana over lands from Maketū to the Waimapu River in Tauranga. In a well-known local tradition these lands were divided between his grandsons Te Iwikoroke and Kūmaramāoa, – with Te Iwikoroke gaining mana over the lands on the Maketū/Te Puke side of the Otawa Range, and Kūmaramāoa over those lands on the Tauranga side. Kūmaramāoa is the eponymous ancestor of Te Tāwera, today known as Ngāti Pūkenga.

Ngāti Pūkenga used areas on Otawa as both nohoanga and mahinga kai (particularly birds) and, at times, cultivations were maintained there. Ngāti Pūkenga have continued to hunt and gather kai and rongoa on Otawa, to this day.

The Coast from Mauao to Te Tumu

E noho ana au i te tiwa o Mauao, ko te tara koia i ekeina e taku tupuna e Tūtauaroa. Tēnā te kōrero, 'E noho Manu-a-Taiwhanake, tēnā ngā mano a Tūtauaroa hei hōmai kai māu'. Ko Tarawhata nāna te moana i kau, ka tipia noatia ana kurī e mau nei ki te reke, ka mau ki te urupere i waho o Tūhua, poua atu te tūāhu ki Tairongo e. Kei Panepane te pātakitaki o Te Tōmutu, ngā kōhatu tapu nō runga o Tainui i ū mai ki te wahapū, ka eke ki te Ruahine. E moe Whatarau i tō rua whakauenuku i runga o Mauao, nō te kāwai ariki i a Tūhokia, i a Te Matau hanganui e.

Kauria te tai moana ki ngā rua hūnanga o te ōi, o te kuia ki Motuotau, ki ngā kuku moe toka i runga Marutūāhu, he kohinga kahitua, he niania kei Ōwhare.

Tērā aku tauranga ika kei waho ko Rewa, ko Matangāngara he oka nene tāmure, tarakihi. Kei Paritaniwha, Patukaramea, Puhirere me Tūtakiroto ngā rua hūnanga taniwha hāpuku.

Takahia atu rā te tuaone ki Ōmanu, ki Waitahanui takotoranga o te tini o aku tūpuna, he ara tauā i te wā onamata i ara ai te mata uenga o te Hokotoru o Kiorekino. Mātua rā te haere i Te Ākau roa ki Te Repehunga, pou koti hono nō Te Pukuohakoma tōna awe i ahu tautika mai ki a au. Tamaumuroa ki a Tamapinaki ko ngā mātāmua, me ahu ki tai, te awa ki Wairākei hinganga nui nō ika i te rau o te patu o Tarakawa.

Me hoki taku titiro ki te one roa ki Pāpāmoa māra mātaitai o te tini, o te rau o Ngāti Hā, o te aitanga o Pūkenga e rangona ake nei, hamuti wera, niho tetē e!

I'm sitting here at the peak of Mauao, the pinnacle ascended by my ancestor, Tūtauaroa. There is the saying, ' Manu-a-Taiwhanake, stay here! The myriads of Tūtauaroa will provide food for you'. It was Tarawhata who sailed the ocean, and transformed his pet dogs, whose hair on their heads was held by pins from human bone, beyond Tūhua, where their altar was built at Tairongo. The boundary line of Te Tōmutu is at Panepane where the sacred stones from the Tainui canoe, that arrived in the harbour lay, and it continues on to Ruahine. Sleep, Whatarau, in your sacred burial place on top of Mauao. You descend from the chiefly lineage of Tūhokia, of the great Te Matau.

Traverse the coastline to the fish pits of the soft mud, of the ancestress at Motuotau, to the mussels sleeping on the rocks at Marutūāhu. There are kahitua beds and kūmara at Ōwhare.

My fishing grounds beyond are Rewa and Matangāngara where you can spear succulent tāmure, and tarakihi. At Paritaniwha, at Patukaramea, at Puhirere and at Tūtakiroto are the fish holes of the enormous hāpuku.

Follow the beach to Ōmanu, to Waitahanui, sites of my myriad ancestors. This was a pathway for war parties in years gone by, where the sixty-strong party of Kiorekino battled. Continue through

the circuitous route to Te Repehunga, where the 'pou koti hono' of Te Pukuohakoma is. There his power forms the boundary to me. Tamaumuroa and Tamapinaki were the elder siblings. Continue on to the sea, to the river at Wairākei, where the many victims fell to Tarakawa's patu.

I gaze back to the expansive beach at Pāpāmoa, seafood gardens of the multitudes and numerous descendants of Ngāti Hā, of the progeny of the illustrious Pūkenga – the fearless one!

Ngāti Pūkenga have a long and important association along the coast from Mauao to Te Tumu, shared with other iwi. Amongst other things, this long stretch of beach was a main highway in former times. Many war parties including those of Ngāti Pūkenga marched their way to and from battle along the coast. On one such expedition, the enemies of Ngāti Pūkenga could be seen by our ancestors from the pā in Maketū approaching them to fight. So great were the numbers of warriors bolstering the enemy ranks though, that no detail could be made out as all that could be observed was a massive dust cloud created by this procession.

Particular sites important to Ngāti Pūkenga along the coast from Mauao to Te Tumu include:

Mauao
Mauao is a maunga tapu which holds significant cultural, spiritual and ancestral importance for Ngāti Pūkenga and other iwi.

Tūtauaroa and Taiwhanake, tupuna of Ngāti Pūkenga (through our ancestor Kūmaramāoa) and other iwi, were the first to occupy Mauao and this occupation lasted for twelve generations.

Mauao is also known as Mount Maunganui. Even the name Maunganui holds its own significance as the name was brought from Hawaiki. This was the mountain that Tane (the god) climbed upon when he went to get the three baskets of knowledge from the heavens. Maunganui was also where the demi-god Tawhaki first alighted upon his return from the heavens and it is where the Sun and Moon were housed in their respective houses in the ancient traditions.

There are many sacred places about Mauao including the rocks Nga Kuri a Tarawhata, Te Kuia and Tirikawa. Of particular significance to Ngāti Pūkenga is a burial cave on Mauao where, according to our oral tradition, a great Ngāti Pūkenga rangatira, Paurini Te Whatarau, was buried, such was the esteem that he was held in. His burial cave is said to be on the western slopes overlooking the entrance.

As well, Mauao has been used from time immemorial as a food gathering place. Kai moana of all descriptions were gathered here by Ngāti Pūkenga and other iwi. The rocks along from Mauao and just off the beach were utilised too by Ngāti Pūkenga and others for many generations as key sources of kaimoana including the kukumoetoka, paua of varying descriptions, kina, crayfish, crabs and many types of fish depending on the season.

Hopukiore
Hopukiore (also known as Mount Drury) was an old burial site. It was also a sacred site used for tā moko. The bones of the native rat, or 'kiore' were utlised to make the tatooing instruments required, hence the name of the place, Hopu-kiore ('catch rats').

Te Akau
Te Akau comprises all of the sand dune area from Te Tumu to approximately Omanu. One of our kuia, said in reference to the Pāpāmoa dunes 'he urupā katoa a reira' [the whole area down there is a burial ground]. This was in reference to the customary practice of Ngāti Pūkenga tupuna to inter their dead in the sand, alongside the dead of other iwi. A Ngāti Pūkenga practice carried out in Tauranga and in Manaia was to either bury their dead in the sand dunes permanently or

temporarily until all that remained was the bones. Those who were temporarily buried would be reinterred at another sacred place and remain there forever.

After the battle of Te Tumu, some of the retreating Ngāti Pūkenga warriors who had managed to carry away some of the remains of their people quickly buried them in the sand dunes so that they would not be found by their pursuers. Those who were mortally wounded were also treated in this way. Therefore Te Akau was considered highly tapu by the old people and the dune area was treated with some reverence in consequence.

Waitahanui

This site has been used as an urupā since the time of Ngātoroirangi, tohunga of the Arawa canoe, after the battle known as Maikukutea. Ngātoroirangi, our ancestor through our Te Arawa whakapapa, overcame a flotilla of canoes that came all the way from Hawaiki to seek revenge upon him. Through the use of karakia he brought a great storm to punish the offenders, who were anchored off Motiti. The defeat was so complete and consuming that the next morning only the bleached fingernails of his would-be assailants were found on the beach at Pāpāmoa (on the mainland). The battle then became named for this event, 'Maikukutea' ('bleached fingernails'). The sand dunes where the fingernails were interred became an urupā used by our ancestors right down to the 1950s. A chief of Ngāti Pūkenga, Te Atirau, is buried there along with many others.

The bodies of the dead from three of the marae in the Rangataua area, Tamapahore, Tahuwhakatiki and Te Whetu o Te Rangi, were transported by a very specific route to this urupā. This route went across the mudflats at low tide to Karikari peninsula, around Te Ruakirikiri, down towards Timanga near Arataki (Bayfair), past the former site of the Paraire's house on the main state highway, behind the old Baypark stadium where the people would rest near the macrocappā tree (which marked the site of some burials itself as it was the custom not to allow the body to touch the ground and, if it did, the body would be buried there) and continue to Waitahanui where the body was buried.

Te Repehunga to Wairakei

Te Pukuohakoma was the brother of Kūmaramāoa and Te Iwikoroke. Te Iwikoroke gifted a portion of his estate to Te Pukuohakoma, stretching from Te Repehunga to Wairakei and back to Otawa. Ngāti Te Pukuohakoma was the hapū of another iwi but the descendants of Te Pukuokahoma intermarried with descendants of Pūkenga so that the descendants of this hapū today, are known as Ngāti Pūkenga.

Due to these intermarriages, Ngāti Pūkenga came to occupy this area and exercised kai gathering and fishing rights along with other iwi. The varieties of seafood gathered from this area included snapper, tarakihi, para (frost fish), kahitua, kaikaikaroro and mussels (after a large storm). Other resources collected in this area included pingao (used in weaving) and toetoe (for tukutuku). As well, the swamp in this area was abundant in different types of food including tuna, kouka (cabbage tree fruit), teure, paru (black mud used for dye), parera (water fowl), pukeko and hakakao (seasonal bird). The old people lived in this area during the spring and summer in order to collect this food.

Amaru Te Waihi

Amaru Te Waihi is an important place in Ngāti Pūkenga traditions as it is where Ngāti Pūkenga fought with another iwi. Ngāti Pūkenga were returning to their pā in Tauranga when they pulled in at Waihi and commenced to play wrestle with some of the local peoples. This sport ended in tragedy when a local chief was speared in the water and killed. Te Paranga of Ngāti Pūkenga killed him. One of the Waihi people took a weapon and a fight ensued and many were killed by Ngāti Pūkenga and their bodies taken away on their canoes to Tauranga.

Kaikokopu Stream

The Kaikokopu stream flows into the Waihi estuary and runs alongside the Waewaetutuki lands of Ngāti Pūkenga. For Ngāti Pūkenga, the Kaikokopu stream was a prime source of kokowai, a highly desired pigment used to daub the bodies of warriors going to war, and to colour carvings and other ornaments. It was believed to ward off evil spirits and keep patupaiarehe at bay. The Kaikokopu stream was also an abundant source of whitebait, eels and fish. In fact, the name 'kaikokopu' means 'to eat of the fish of the same name (kokopu)'.

Kaituna River

The Kaituna river, besides being a key resource for food such as eels, whitebait and freshwater crayfish, also provided resources for building such as kākāho for thatching, harakeke for a myriad of purposes (binding, tying, the fibre for clothing and so on).

As well, it was a key transport route between the coast and Okere. Amongst the clan of another iwi, a famous waiata is still sung which refers to an ancient battle between their people and Ngāti Pūkenga where Ngāti Pūkenga are referred to as Nga toetoe i Okere. The link between Maketu and Okere was bound by the meeting house named Pūkenga that was built on the small island near the outlet of the Kaituna River at Okere.

As it was a key transport route, there were also a number of seasonal camping grounds used by Ngāti Pūkenga along the length of the Kaituna river.

Motuotau

Motuotau and the surrounding marine environment have been utilised by Ngāti Pūkenga and others for many generations as one of the key sources of kaimoana including the kukumoetoka, paua of varying descriptions, kina, crayfish, crabs and many types of fish depending on the season. In ancient times the blooming of an old pohutakawa tree that once stood atop Te Mangatawa foretold a plentiful harvest of kina in Motuotau ripe for the taking. This tree stood approximately where the blowhole of a whale might be found, the tradition in reference to this hill being that it was at one time a whale that became petrified at this spot. The old people would look to the blooming pohutakawa and would state "kuapuha a te Mangatawa" meaning Te Mangatawa has spouted. This conveyed to the people that the seafood was ready for taking.

Gathering themselves, our people would proceed to the ocean where a ceremony particular to our people would be conducted. This involved the ruahine a senior elderly woman of the tribe) entering the water until totally submerged, whilst the rest of the tribe waited onshore. When she eventually emerged from the ocean with wheke octopuses) clinging to her legs and arms, this was a signal to the able-bodied to begin harvest.

The main types of food taken in the right season at Motuotau ranged from the mussels to crayfish and on the island, the delectable oi (muttonbirds) which required appropriate rituals and practices. These included special methods for taking the fledgling. It was relayed by our forebears that the use of a thin stick was required first of all to encourage the reptile occupants of the burrow to depart, then inserting said stick into the depths of the burrow and slowly rotating the stick until the down of the fledgling oi became fixed to it so that when the stick was withdrawn the bird would come with it. Then the bird would be made to vomit to ensure that the bile that was found within its gizzard would be expelled and the neck summarily snapped. The birds were then packaged in particular ways and preserved. The hunters who undertook this activity would through continued practice and the handing on of the traditions, protected the environment and ensured sustainable harvesting. Due to the fact that there were few sources of the muttonbird, Motuotau was treated with the utmost respect.

Moturiki

Like Motuotau, Moturiki and the surrounding marine environment have been utilised by Ngāti Pūkenga and others for many generations as one of the key sources of kaimoana including the kukumoetoka, paua of varying descriptions, kina, crayfish, crabs and many types of fish depending on the season.

Moturiki was and is the place favoured by divers.

Omatata

Omatata is a river and battle site on Ngāpeke block. Otiepā was the name of the particular battle fought at Omatata. Ngāti Pūkenga enticed another iwi to the site and laid an ambush in this bay. Ngāti Pūkenga turned on their pursuers and great slaughter followed.

Tahawai

Tahawai is both a river and Ngāmārama kāinga and settlement of Ngāti Pūkenga, as the iwi is also of Ngāmārama extraction. Ngamārama was the father of Tūwairua who had Tamapinaki. His daughter Urekino had Wharetutu who was the father of Te Matau. The latter was a hapū of Ngāti Pūkenga.

Takahi Paru

Takahi Paru is a battle site on the Rangataua mudflats where in a running battle with the war party of another iwi, Ngāti Pūkenga elders beseeched the younger tribal members to leave them behind so as not to impede their escape. The elders stoically turned to meet the war party head on and were trampled into the mud, thus both enabling a quick escape for the other tribal members and providing a barrier through which the war party had to breach before continuing their pursuit. The main battle site from which this turn of events derived was known as 'Tutu Kuharu' and 'Whakapae Waka' which is recorded in the waiata 'Muri ahiahi' I runga te Tioroa mo Tutukuharu e'.

Te Rerekawau

Te Rerekawau is named for the great flocks of shags (kawau) that came to roost in this hidden valley, a wondrous spectacle when all in flight (rere). Te Rerekawau has been a favoured leisure spot of locals for many generations. It is often incorrectly referred to as the 'Kaiate' falls. Kaiate is in fact located at the bottom of the falls and is a tributary stream the feeds into the Waitao river. This area is important as areas about it were used for the burial of placenta amongst other things, as the waterfall acts as a spiritual shield against the power of black magic it was believed. The protection was provided by the roar of the cascading waters as they rushed from high above pummelling the rocks and waters below. Tohunga with ill intentions against an individual would often seek out personal items belonging to those whom they took issue with. A person's placenta if discovered was an ultimate item, as the placenta was the source of life prior to birth, so acted as a means of delivering fatal spiritual demise. A tohunga therefore might go to sacred places known to contain placenta and intone wicked spells that if in audible range would indeed spell doom. At Te Rerekawau though this would be problematic as the noise from the falls prevented such a situation.

Te Rerekawau is also an area favoured for the sourcing of rongoa Maori, or natural remedies for at one time it was resplendent in this respect. There were also may bush foods available from the area including the native pigeon (kereru), tui, kiwi and other bush denizen. The stream itself had the prized fresh water used for many different uses including bathing and sacred rituals. The water contained koura (fresh water crayfish) prized as a delicacy by our people. There were eels and other types of fish and at one time even kakahi (fresh water mussels).

Stones from Te Rerekawau were capable of being utilised as hangi stones and other purposes. When Te Whetu o Te Rangi tupuna whare was rebuilt after being lost to fire, stones selected from Te Rerekawau were used as mauri stones, four of which mark the four corners of the house. Another stone from Te Rerekawau was taken in the 1990's and placed on the marae at Ngapeke as a mauri stone for the Ngati Pukenga Ahurei (cultural gathering).

Te Rerekawau formed a natural bush track used by our ancestors to reach important places like Otawa where the famous Takakopiri and his bride Te Kahureremoa lived. Te Whareotarakeho could be accessed from Te Rerekawau and the ancient walking tracks to Manoeka, Te Puke, Otānewainuku, Pūwhenua and Rotorua criss-crossed this area.

Today it is still used for leisure purposes in the main as much to the former glory is non-existent. The water in summer is so polluted that health warnings are a regular feature, being too dangerous to even bathe in. Ecoli counts are high. No one seems to take ownership of this problem. Because Te Rerekawau drains into the Kaiate and then the Waitao river, these waterways are also affected to a point where they too are potentially injurious to the public.

Te Tioroa

Te Tioroa is located on the Rangataua mudflats, on the seaward side of Oruamatua pā (Matapihi), and is where Ngāti Pūkenga women were slain by the war party of another iwi.

It is said that this pā was never taken in battle. Oruamatua became a settlement of Te Ikaiti and Ngāti Kiorekino hapū of Ngāti Ha and Tuarae and son Kamaukiterangi. Kamaukiterangi held this pā against all invaders and launched attacks against other tribal groups in Tauranga, Hauraki and other areas. Ngāti Pūkenga traditions record that he was never beaten in battle and his enemies had to resort to makutu to seal his fate.

A number of generations later, his descendant Taitaui and the Ngāti Pūkenga living in that area were deceived by treacherous means into abandoning their pā and fleeing for the lives. The ruse resorted to by their neighbours was to use a stratagem whereby men dressed as females gathered in the bay immediately below Oruamatua, Te Tioroa, apparently gathering the delicacy known as kuharu (a soft shell pipi). The women of the pā, suspecting no danger, left and descended en masse to Te Tioroa to gather kuharu and gossip with them. On arrival, it was discovered too late for many of them, that this group were not women but warriors of another iwi disguised as such, who had bound patu and other weapons for battle to their legs, and carnage followed.

Te Toto

A site on the Rangataua mudflats of a Ngāti Pūkenga battle with another iwi.

Uretureture (Matakana)

According to Ngāti Pūkenga, Uretureture was tuku land gifted to Ngāti Ha (now known as Ngāti Pūkenga). Kamaukiterangi was an important warrior leader of Ngāti Ha. Ngāti Ha killed the enemies of another iwi who then gave Ngāti Ha Uretureture on Matakana in gratitude for their actions. A famous Ngāti Pūkenga waiata named after Kamaukiterangi recounts the events that led to this tuku whenua and is still sung today on the marae of Ngāti Pūkenga.

Uretureture is also the name of the bay. This bay was rich in many kinds of kaimoana including fish, pipi and tuhana (cockles) and on the ocean side, kahitua Horse mussels and scallops could also be accessed in the inner harbour area of Tauranga, in a deep channel running between Bowentown and the harbour entrance at Mauao. The bay was therefore a traditional food gathering area for Ngāti Ha.

Waimapu Stream

The Waimapu Stream is the pathway by which Mauao came to the coast. There are various stories told to Ngāti Pūkenga by their elders. It is said Mauao lived in the Hautere range but because of his insignificance to those around him he had no name. Pūwhenua, a beautiful female mountain nearby, was in love with the mighty Otānewainuku and, with his love unrequited, the nameless maunga wanted to escape from the torture of love lost. He called upon the forest denizens, the patupaiarehe, to take him to the ocean that he might drown himself. An ancient patupaiarehe chant remains that is still recited on Tauranga Moana marae today. The nameless one continued his descent with the aid of the patupaiarehe, carving a gorge, weeping and sighing as he was being hauled to his fate. This weeping and sighing moved even the patupaiarehe who named the gorge left behind the sighing waters (Waimapu) and gave the nameless one a name of his own Moao (the mist) as it descended upon them all in the late evening. It is a special mist that occurs in this area. Moving closer to the coast, Moao and his patupaiarehe made their way through the inner harbour area. As they continued on the sun was on the horizon and the patupaiarehe knew that they could not be caught or they would surely perish. In vain they tried to fulfill Moao's wish to get him to the ocean but it was not to be and they fled back to their forest sanctuary leaving their charge at the water's edge and giving him yet another name 'Mau-ao' (caught in the light of day) where he stands proudly, and alone, today.

The Waimapu river and estuary was also a prized food gathering area for Ngāti Pūkenga and other iwi and hapu. Tītiko, tuhangi, and many varieties of fish including flounder, snapper, mullet and parore, and birds such as hakakau which migrate from Russia, different varieties of duck, and in the upper regions of the river, large puhi eels and kererū in the wooded regions. Backing on to the Waimapu was a Ngāti Pūkenga settlement Waoku.

Waiomahuru

Waiomahuru is the site where a great battle took place between another iwi and Ngāti Pūkenga after Ngāti Pūkenga managed to entice them from their pā at Maungatapu (Te pā o Te Ariki). The decisive encounters during the battle took place here.

Waipu Bay

At one time Ngāti Pūkenga shared part of Waipū Bay with another iwi. Waipū Bay was a mahinga kai where all types of kaimoana were taken including tītiko, pipi, pātiki, and many species of fish.

Wairere

For Ngāti Pūkenga, Wairere was a boundary marker that our pre-eminent ariki Te Kou o Rehua named at the inquiry in 1864 between another iwi and Ngāti Pūkenga, and was shown on his map. It was also well used as a walking track by Ngāti Pūkenga and others to traverse the Kaimai when travelling between Tauranga and the Waikato.

Waitao

The Waitao is a river of special significance to Ngāti Pūkenga and along its length many sacred sites such as Paepae Kōhatu, Te Whakahoro and Te Toto are located. Whetū marae and Taahuwhakatiki marae are also along the banks of the river. It was also a tauranga waka.

The Waitao has particular importance for those Ngāti Pūkenga living in Tauranga Moana because the river not only has many traditional and ancestral histories associated with it, it also supplied considerable food resources to support a substantial population. Despite being a small river in comparison to other waterways, its bounty was immense. Among the kai collected here by our

people were herrings, eel, mullet, kahawai and whitebait. In the upper reaches of the river and its tributaries were found fresh water mussels and fresh water crayfish.

The waters were used for teaching children to swim and other leisure pursuits and sacred rituals were performed in certain parts of the river - at Te Whakahoro and Te Toto in particular.

The paddocks immediately behind Whetū Marae once made up the riverbed and waka and barges were once able to navigate the river there.

Geothermal

Rūaumoko is the tupuna deity associated with geothermal and volcanic activity, his female counterpart being Mahuika, tupuna deity credited with the mana of fire. Rūaumoko causes the earth to reverberate and from those more violent eruptions, quakes and fissures does the 'ahi kōmau', subterranean fire emit and the fury of Rūaumoko felt.

According to Ngāti Pūkenga tradition, this 'ahi kōmau' is also the allegorical manifestation of mana itself, seldom seen, always felt and definitely respected. Rūaumoko. From Rūaumoko descends Niwareka who is credited with creating the first woven cloak called Te Rangikaupapa who married Mataora, he who is the origin of tā moko. The fissures in the earth caused by quakes are considered Papatuanuku's tā moko, and tā moko of course in the old days was more like carving, the process creating groves in the flesh of the recipient.

Our tupuna respected Rūaumoko in their island homes, and this did not diminish when they crossed the great ocean of Kiwa. Ngātoroirangi, our ancestor through our Te Arawa whakapapa, was famed in Hawaiki as the greatest of tohunga. More than one canoe captain coveted him. Making passage on board the Arawa canoe, though initially intended as Tainui's shaman extraordinaire, so great was his anguish at the Arawa captain Tamatekapua's nocturnal indiscretions with his adored wife, did he call upon the gods of creation and the ocean denizen to quell his pain and vanquish Tamatekapua and all on board that his grief might be assuaged. Hearkening to his incantations, Te Parata who controls the very tides themselves rose up and drawing unto himself the waters of ocean deep, spiraling, cavorting, increasing in pressure, volume and velocity great Parata inhaled the vastness of the ocean a whirlpool forming beneath the Arawa canoe. Descending into the swirling fastness those on board cried out in fear of impending death to the master mariner, shaman without peer for mercy. Such depression, pain and anger is not so easily overcome and Ngātoroirangi was no different in this respect, but on hearing the whimpering cries of his beloved Kearoa, a heart that was of stone now remembered the love that they shared. Relenting, Ngātoroirangi once more beseeched the gods of nature to decease, and decease they did the canoe emerging from the depths to reclaim fair weather and hope of landfall; this came to pass. Ngātoroirangi though was still not enamoured of Tamatekapua and sought to put as much distance between him as possible, journeying to the center of Māui's fish. On arrival there he and his servant climbed upon a mountain only to find the bitter cold too much to bear. He called upon his sister in Hawaiki to send him warmth, and this they did in the form of volcanic fire, 'te ahi kōmau' to warm his weary bones.

The path the subterranean demons followed to make Ngātoro's acquaintance being a fire line. The power of their force spread out from the centre and reached Tauranga Moana, passing beneath the Ngāpeke block, and indeed the whole Rangataua area. Geothermal hotspots included Omatata Valley, in the lands of Ngāti Pūkenga. This hotspot services the Welcome Bay Hotpools today.

A famous waiariki, translated as a geothermal hotpool, where in fact in the Māori language it translates as 'Aristocratic Water', is named 'Te Hū o Te Tuhi'. This waiariki is situated at the bottom of Ranginui hill, in the bay traditionally called Te Tehe. It is there still to this day.

2: TE TAKAPAU HORA NUI O PŪKENGA

In various parts of Rangataua Bay, our old people used to dig in certain places to access the hot water they knew was there.

The power of the demons' force also reached Maketū where these geothermal places were used in the main for bathing, though some were used for other purposes such as the dying of flax as the hot water helped to fix the pigments, just like in Tauranga Moana.

These geothermal fields were known, used, revered and named by our tupuna. The geothermal 'wai-ariki', or 'aristocratic-waters' clearly conveys the esteem in which they were held. An ariki is considered the highest status.

There are some who have hot water bores still today in Tauranga Moana and so the mana of Rūaumoko and legacy of Ngātoroirangi lives on.

3 PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGĀTI PŪKENGA ON SPECIFIED ISSUES

1 INTRODUCTION

1.1 Under the Deed of Settlement dated xx between Ngāti Pūkenga 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 "Protocol") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "Chief Executive") will interact with the governance entity on matters specified in the Protocol. These matters are:

1.1.1 Protocol Area – Part 2;

1.1.2 Terms of issue – Part 3

1.1.3 Implementation and communication – Part 4

1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5

1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6

1.1.6 Effects on Ngāti PūkengaPūkenga interests in the Protocol Area – Part 7

1.1.7 Registration as a collector of Ngā Taonga Tūturu – Part 8

1.1.8 Board Appointments – Part 9

1.1.9 National Monuments, War Graves and Historical Graves – Part 10

1.1.10 History publications relating to Ngāti PūkengaPūkenga – Part 11

1.1.11 Cultural and/or Spiritual Practices and professional services – Part 12

1.1.12 Consultation – Part 13

1.1.13 Changes to legislation affecting this Protocol –Part 14

1.1.14 Definitions – Part 15

1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau, hapū, and iwi of Ngāti Pūkenga who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.3 Manatū Taonga also known as the Ministry (the Ministry) and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.

1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in Clause 1.1, as set out in clauses 5 to 11 of this Protocol.

2 PROTOCOL AREA

2.1 This Protocol applies across the Protocol Area which is identified in the maps included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

3 TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section xx of the Ngāti Pūkenga Claims Settlement Act ("the Settlement Legislation") that implements the Ngāti Pūkenga 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 summary of the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

4.1 The Chief Executive will maintain effective communication with the governance entity by:

4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;

4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;

4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;

4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;

4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;

4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

5.1 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. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand;

5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand;

5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Pūkenga origin found elsewhere in New Zealand

5.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Pūkenga origin found elsewhere in New Zealand

5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:

5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and

5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Pūkenga origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.

5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Pūkenga origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

6 THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:

6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or

6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

6.2 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7 EFFECTS ON NGĀTI PŪKENGA INTERESTS IN THE PROTOCOL AREA

7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Pūkenga interests in the Protocol Area.

7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Pūkenga interests in the Protocol Area.

7.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Pūkenga interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

8 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

8.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

9 BOARD APPOINTMENTS

9.1 The Chief Executive shall:

9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

9.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

9.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

10 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Pūkenga's interests in the Protocol Area.

10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

11 HISTORY PUBLICATIONS RELATING TO NGĀTI PŪKENGA

11.1 The Chief Executive shall:

11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Pūkenga; and

11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Pūkenga:

(a) from an early stage;

(b) throughout the process of undertaking the work; and

(c) before making the final decision on the material of a publication.

11.2 The governance entity accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

12 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

12.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Pūkenga within the Protocol Area, the Chief Executive will invite the governance entity to provide such services. Where the Chief Executive has invited the governance entity to provide such services, the Chief Executive will make a contribution, which the Chief Executive considers is reasonable in the circumstances, the amount of which will be discussed with the governance entity at the time of the invitation.

12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

12.3 The procurement by the Chief Executive of any such services set out in Clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

13 CONSULTATION

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed 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 Chief Executive 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;

13.1.4 ensuring that the Chief Executive 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; and

13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

14.1.3 report back to the governance entity on the outcome of any such consultation.

15 DEFINITIONS

15.1 In this Protocol:

Chief Executive means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

Crown means the Sovereign 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

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

Found has the same meaning as in section 2 of the Act and means:

> in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

governance entity has the meaning given to it by the Deed of Settlement

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

Ngāti Pūkenga has the meaning set out in clause 10.5 of the Deed of Settlement

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 Protocol

Taonga Tūturu has the same meaning as in section 2 of the Act and means:

an object that—

(a) relates to Māori culture, history, or society; and

(b) was, or appears to have been, -

(i) manufactured or modified in New Zealand by Māori; or

(ii) brought into New Zealand by Māori; or

(iii) used by Māori; and

(c) is more than 50 years old.

3: PROTOCOL

ISSUED on

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Arts, Culture and Heritage:

WITNESS

_____

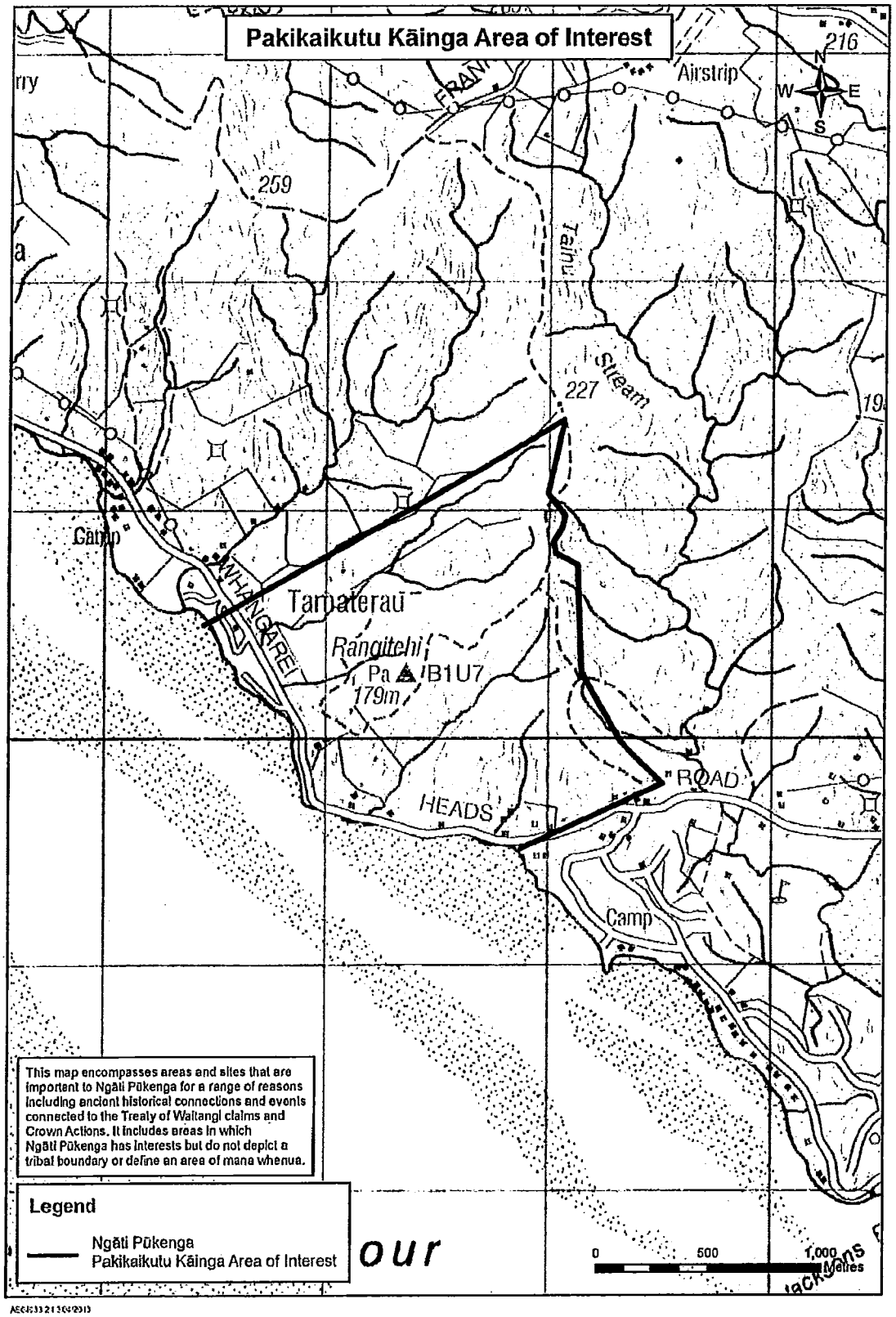
Name:

Occupation:

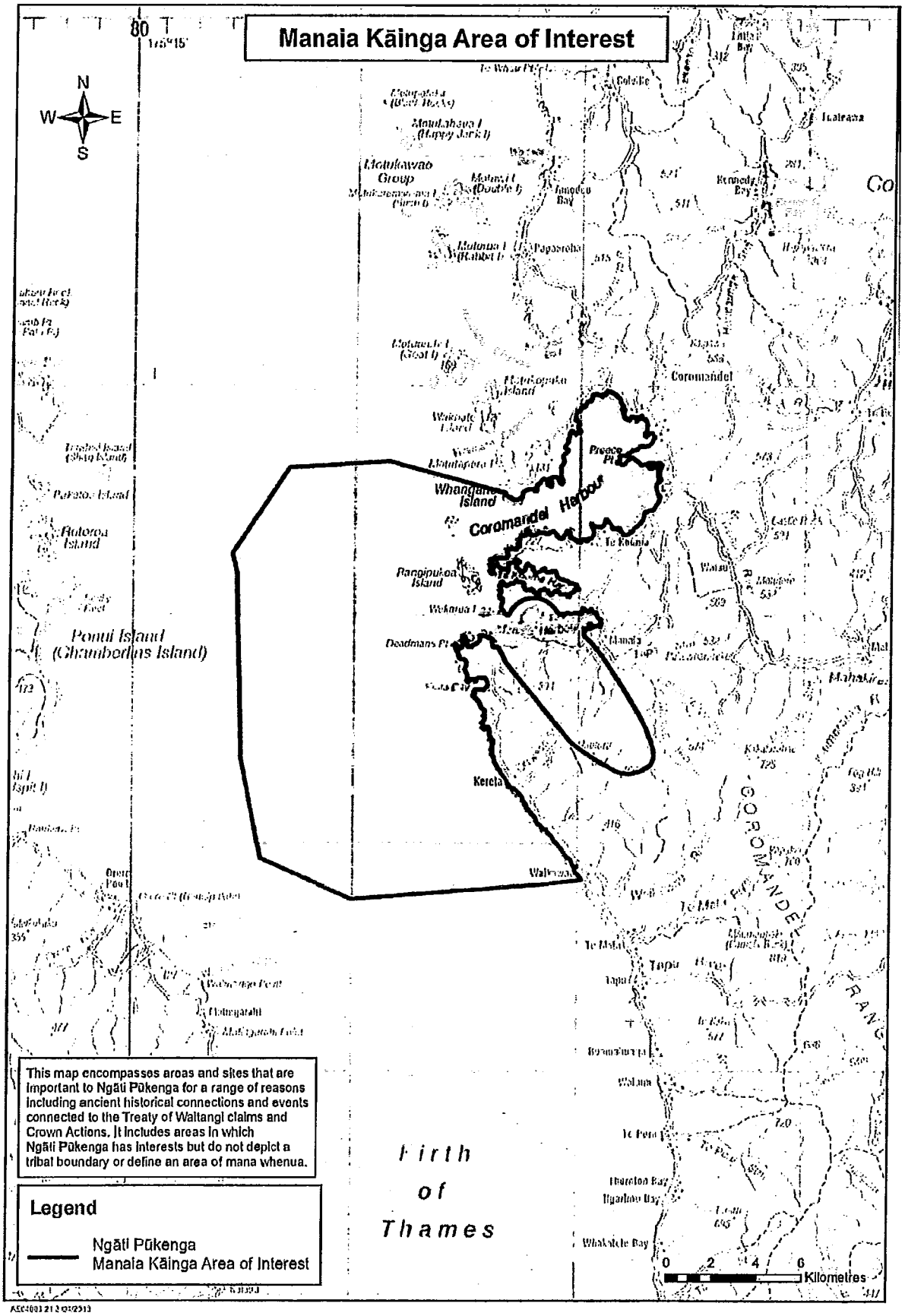
Address:

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA

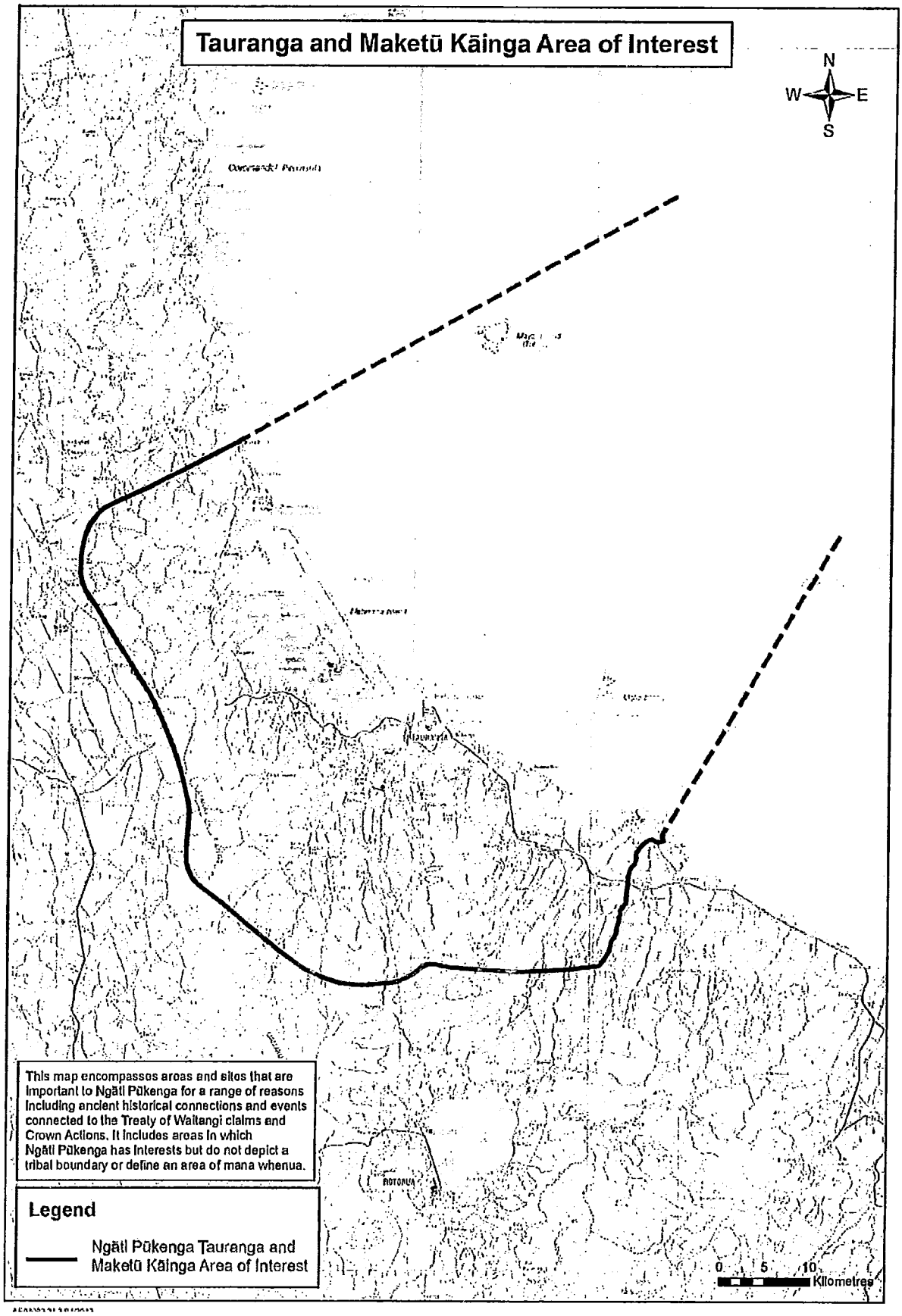
Pakikaikutu Kāinga Area of Interest



Manaia Kāinga Area of Interest



Tauranga and Maketū Kāinga Area of Interest



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section [ ]).

2. Limits

2.1 This Protocol does not -

2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapu, marae, whānau, or representative of tangata whenua (section [ ]); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of [ ] (section [ ]); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu.

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [ ]).

A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ]).

4 RFR DEED OVER QUOTA

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER QUOTA

BETWEEN

Te Tāwharau o Ngāti Pūkenga Trust (the **Governance Entity**)

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister for Primary Industries (the **Crown**).

BACKGROUND

A. Ngāti Pūkenga and the Crown are parties to a deed of settlement to settle the Historical Claims of Ngāti Pūkenga 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 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 7.11 of the Deed of Settlement; and
- by the Governance Entity in satisfaction of its obligations under clause 7.12 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:

1.1.1 the Minister for Primary Industries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and

1.1.2 nominates that species as an 'applicable species', meaning one to which they wish to have a right of first refusal (**RFR**), and

1.1.3 the Minister for Primary Industries 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 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:

(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:

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

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:

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

4.3 For the purposes of this clause:

"A" is the length of coastline of the 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;

"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 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 RFR Area means the distance (being determined by the Crown) between Fisheries Point latitude 37° 25' 8.836" S and longitude 175° 57' 8.528" E to Fisheries Point latitude 37° 42.9' S and longitude 176° 20.2' E (such Fisheries Points being approximately marked on the map of the RFR Area in schedule 1.

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:

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:

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.

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	Te Tāwharau o Ngāti Pūkenga Trust 81 The Strand Tauranga Central (PO Box 13610) TAURANGA 3141

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

(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 which nominates as one to which they wish to have a right of first refusal (RFR), under circumstances set out in clause 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;

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 for Primary Industries is 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;

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

RFR Area means the area identified in the map included in schedule 1; and

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:

16.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

16.3.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

16.3.3 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;

16.3.4 the singular includes the plural and vice versa;

16.3.5 words importing one gender include the other genders;

16.3.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;

16.3.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;

16.3.8 a reference to a schedule is a schedule to this Deed;

16.3.9 a reference to a monetary amount is to New Zealand currency;

16.3.10 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;

16.3.11 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

16.3.12 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;

16.3.13 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

16.3.14 a reference to time is to New Zealand time.

SIGNED as a Deed on [ ]

SIGNED by the trustees of the
Tāwharau o Ngāti Pūkenga Trust
in the presence of:

WITNESS

_____

Name:

Occupation:

Address:

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

WITNESS

_____

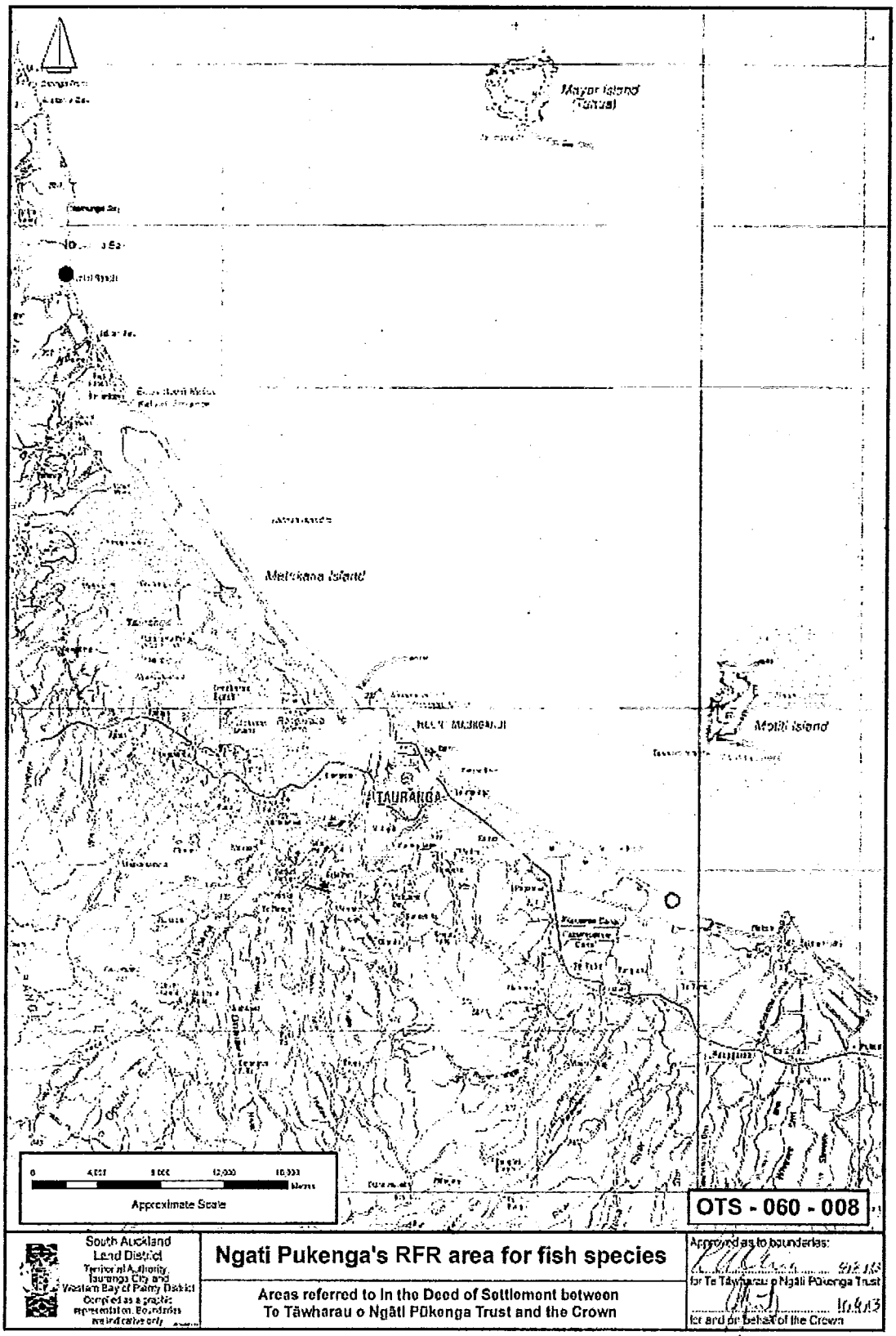
Name:

Occupation:

Address:

SCHEDULE 1

MAP OF RFR AREA



5 OTĀNEWAINUKU RIGHT OF WAY EASEMENT

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor *Surname must be underlined*

Tapuika Iwi Authority Trust, Te Kapu o Waitaha, Te Tahuhu o Tawakeheimoa, Ngā Hapū o Ngāti Ranginui Settlement Trust, [Ngai Te Rangi PSGE] and Te Tāwharau o Ngāti Pūkenga Trust *need to insert correct name of the PSGEs*

Grantee *Surname must be underlined*

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee in perpetuity the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this	day of	20

ATTESTATION:

Note all 6 PSGEs are to sign	Signed in my presence by the Grantor:
	_____
	Signature of Witness
	Witness Name:
	Occupation:

Signature of Grantor	Address:

Signed on behalf of Her Majesty the Queen by Acting under a delegation from the Director General of Conservation dated _____ **Signature of Grantee**	**Signed in my presence by the Grantee** _____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page 1 of 5 pages

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT *or* in gross)
Right of Way	A 10 metre strip marked A and B on OTS-060-012 ***[note for the document to be registered need to insert the legal description after the survey is completed]*** The **Easement Area**	Part Section 3 Block XVI Otanewainuku SD, SO 31832, Part Section 4 Block XVI Otanewainuku SD, SO 14557, Part Te Puke Block ML 3930 and Pt Waitaha No. 1 Block ML 4631/A ***[need to add in CT reference following the survey]*** The **Grantor's Land**	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007do not apply and the easement rights and powers are as set out in **Annexure Schedule** B.

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

RIGHTS AND POWERS

1 Rights of way

1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.

1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, its employees or contractors may proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.

1.3 The right of way includes—

1.3.1 the right to establish a walking track on the Easement Area, to repair and maintain any existing walking track on the Easement Area, to repair, maintain, replace or remove the existing viewing platform on the Easement Area and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and

1.3.2 the right to have the Easement Area kept clear at all times of obstructions (whether caused by deposit of materials, or unreasonable impediment) to the use and enjoyment of the walking track.

1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to or interfering with the Grantor's management of the Grantor's Land.

1.3.4 The right for the Grantee to erect and display notices on the Easement Area or with the Grantor's prior consent on the Grantor's Land.

1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor which must be first obtained.

1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.

1.6 No firearm or other weapon may be discharged on the Easement Area without the consent of the Grantor.

1.7 The public may not use any vehicle, including motorcycles or bicycles or any means of locomotion, mechanical electrical or otherwise on the Easement Area without the consent of the Grantor.

1.8 The public may not light any fires or deposit any rubbish on the Easement Area.

2 General rights

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the walking track and its structures on the Easement Area and for the associated costs, so as to keep the area and structures in good order and to prevent them from becoming a danger or nuisance.

3.2 The Grantee must meet any associated requirements of the relevant local authority.

3.3 The Grantee will repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.4 The Grantor will repair at its cost all damage caused to the walking track or the Grantee's structures located on the Easement Area through its negligence or improper actions.

4 Rights of entry

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

(a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

(b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—

(i) meet the obligation; and

(ii) for that purpose, enter the Grantor's Land:

(c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

(d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

(a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

(b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

(c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—

(i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

6 PAE KI HAURAKI CONSERVATION COVENANT

CONSERVATION COVENANT

**(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)**

THIS DEED of COVENANT is made this day of

BETWEEN (the Owner)

AND **MINISTER OF CONSERVATION** (the Minister)

BACKGROUND

A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values

B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated ..... and implemented by the ..... Act .....

C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.

D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 **INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

"Conservation Purposes" means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational

	enjoyment by the public, and safeguarding the options of future generations.
"**Conservation Values**"	means the conservation values specified in Schedule 1.
"**Covenant**"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"**Director-General**"	means the Director-General of Conservation.
"**Fence**"	includes a gate.
"**Fire Authority**"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"**Land**"	means the land described in Schedule 1.
"**Minerals**"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.

"**Minister**"means the Minister of Conservation.

"**Natural Water**"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"**Owner**"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"**Reserve Values**"	means the reserve values specified in Schedule 1.
"**Working Days**"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 To avoid doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.

1.2.2 references to clauses are references to clauses in this Covenant.

1.2.3 references to parties are references to the Owner and the Minister.

1.2.4 words importing the singular number include the plural and vice versa.

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.

1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.2.7 words importing one gender include the other gender.

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 subject to Schedule 3, the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 subject to Schedule 3, any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water without authorisation;

3.1.9 subject to clause 3.1.8, any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 subject to Schedule 3, any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must undertake fencing works to maintain the condition of any fences as at the date of transfer of the Land when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statues, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 The Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public to enter by foot upon the Land for non-commercial purposes.

4.2 To avoid doubt, public access does not confer any right to hunt or camp upon the Land, which must be authorised by the Owner.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

8 OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

10 MISCELLANEOUS MATTERS

10.1 **Rights**

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

10.2 **Trespass Act**:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 **Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 **Titles**

10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

10.5 **Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 **Fire**

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 **Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 **Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, by facsimile, or by electronic mail addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;

(d) in the case of electronic mail, on the day of successful delivery of the mail.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

14 SPECIAL CONDITIONS

14.1 Special conditions relating to this Covenant are set out in Schedule 3

The standard conditions contained in this Covenant must be read subject to any special condition

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

Description of Land: 301.00 hectares, approximately, being Part Section 31 Block II Hastings Survey District. Part Gazette 1971 page 847.

Conservation Values to be protected:

Current forest is described as a mixture of rewarewa, towai and kanuka, with other species present in gullies where fires did not have such an effect. The dominant tree is kanuka. Dense stands of small kauri are present, generally widely scattered and occurring in small patches on the multitude of small clearings within the forest and on its margins. There are remnants of coastal forest in the northern section.

Fauna values are common forest birds, such as tui, bellbird and kereru, at low abundance. North Island brown kiwi may be present. Archey's and Hochstetter's frogs have been found in forest adjacent to this block and they are likely to be present within the block. The Manaia River contains a diverse range of freshwater fish, including several threatened species.

Reserve Values to be protected:

To ensure, as far as possible, the survival of all indigenous species of flora and fauna, both rare and commonplace, that occurs in their natural communities and habitats on the land;

To protect and enhance the cultural and spiritual values associated with the land and its related water bodies;

To protect the historic, archaeological and educational values associated with the land and its related water bodies.

To protect and maintain the landscape values of the Land, in particular its connectivity with the adjacent Conservation areas.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

SCHEDULE 3

Special Conditions

1) Notwithstanding Clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

2) Notwithstanding Clause 3.1.3, the Owner may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

3) Notwithstanding Clause 3.1.11, the Owner may take rock of any kind from the Land for cultural or spiritual purposes.

4) Notwithstanding Clause 4.1, the Owner may manage public access in order to protect wahi tapu, the Conservation or Reserve Values, or for the purposes of public safety.

5) The Owner may undertake cultural activities on the Land, subject to

(a) consultation with the Department of Conservation; and

(b) any effects on the Conservation and Reserve Values being no more than minor.

6: PAE KI HAURAKI CONSERVATION COVENANT

GRANT of Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Minister of Conservation

CONSERVATION COVENANT

Under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

7 TE TIHI O HAUTURU CONSERVATION COVENANT

CONSERVATION COVENANT

**(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)**

THIS DEED of COVENANT is made this day of

BETWEEN (the Owner)

AND **MINISTER OF CONSERVATION** (the Minister)

BACKGROUND

A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values

B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated ..... and implemented by the ..... Act .....

C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.

D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

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	enjoyment by the public, and safeguarding the options of future generations.
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"**Fence**"	includes a gate.
"**Fire Authority**"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"**Land**"	means the land described in Schedule 1.
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"**Natural Water**"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"**Owner**"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"**Reserve Values**"	means the reserve values specified in Schedule 1.
"**Working Days**"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 To avoid doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.

1.2.2 references to clauses are references to clauses in this Covenant.

1.2.3 references to parties are references to the Owner and the Minister.

1.2.4 words importing the singular number include the plural and vice versa.

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.

1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.2.7 words importing one gender include the other gender.

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 subject to Schedule 3, the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 subject to Schedule 3, any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water without authorisation;

3.1.9 subject to clause 3.1.8, any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 subject to Schedule 3, any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must undertake fencing works to maintain the condition of any fences as at the date of transfer of the Land when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statues, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 The Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public to enter by foot upon the Land for non-commercial purposes.

4.2 To avoid doubt, public access does not confer any right to hunt or camp upon the Land, which must be authorised by the Owner.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

8 OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

10 MISCELLANEOUS MATTERS

10.1 **Rights**

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

10.2 **Trespass Act**:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 **Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 **Titles**

10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

10.5 **Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 **Fire**

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

requested to do so; or

10.6.2.3 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 **Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 **Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, by facsimile, or by electronic mail addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;

(d) in the case of electronic mail, on the day of successful delivery of the mail.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

14 SPECIAL CONDITIONS

14.1 Special conditions relating to this Covenant are set out in Schedule 3

The standard conditions contained in this Covenant must be read subject to any special condition

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

Description of Land: 10.00 hectares, approximately, being Part Section 31 Block II Hastings Survey District. Part Gazette 1971 page 847.

Conservation Values to be protected:

Current forest is described as a mixture of rewarewa, towai and kanuka, with other species present in gullies where fires did not have such an effect. The dominant tree is kanuka. Dense stands of small kauri are present, generally widely scattered and occurring in small patches on the multitude of small clearings within the forest and on its margins. There are remnants of coastal forest in the northern section.

Fauna values are common forest birds, such as tui, bellbird and kereru, at low abundance. North Island brown kiwi may be present. Archey's and Hochstetter's frogs have been found in forest adjacent to this block and they are likely to be present within the block. The Manaia River contains a diverse range of freshwater fish, including several threatened species.

Reserve Values to be protected:

To ensure, as far as possible, the survival of all indigenous species of flora and fauna, both rare and commonplace, that occurs in their natural communities and habitats on the land;

To protect and enhance the cultural and spiritual values associated with the land and its related water bodies;

To protect the historic, archaeological and educational values associated with the land and its related water bodies.

To protect and maintain the landscape values of the Land, in particular its connectivity with the adjacent Conservation areas.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

SCHEDULE 3

Special Conditions

1) Notwithstanding Clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

2) Notwithstanding Clause 3.1.3, the Owner may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

3) Notwithstanding Clause 3.1.11, the Owner may take rock of any kind from the Land for cultural or spiritual purposes.

4) Notwithstanding Clause 4.1, the Owner may manage public access in order to protect wahi tapu, the Conservation or Reserve Values, or for the purposes of public safety.

5) The Owner may undertake cultural activities on the Land, subject to

(a) consultation with the Department of Conservation; and

(b) any effects on the Conservation and Reserve Values being no more than minor.

7: TE TIHI O HAUTURU CONSERVATION COVENANT

GRANT of Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Minister of Conservation

CONSERVATION COVENANT

Under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

Ngāti Pūkenga

and

The Trustees of Te Tāwharau o Ngāti Pūkenga Trust

and

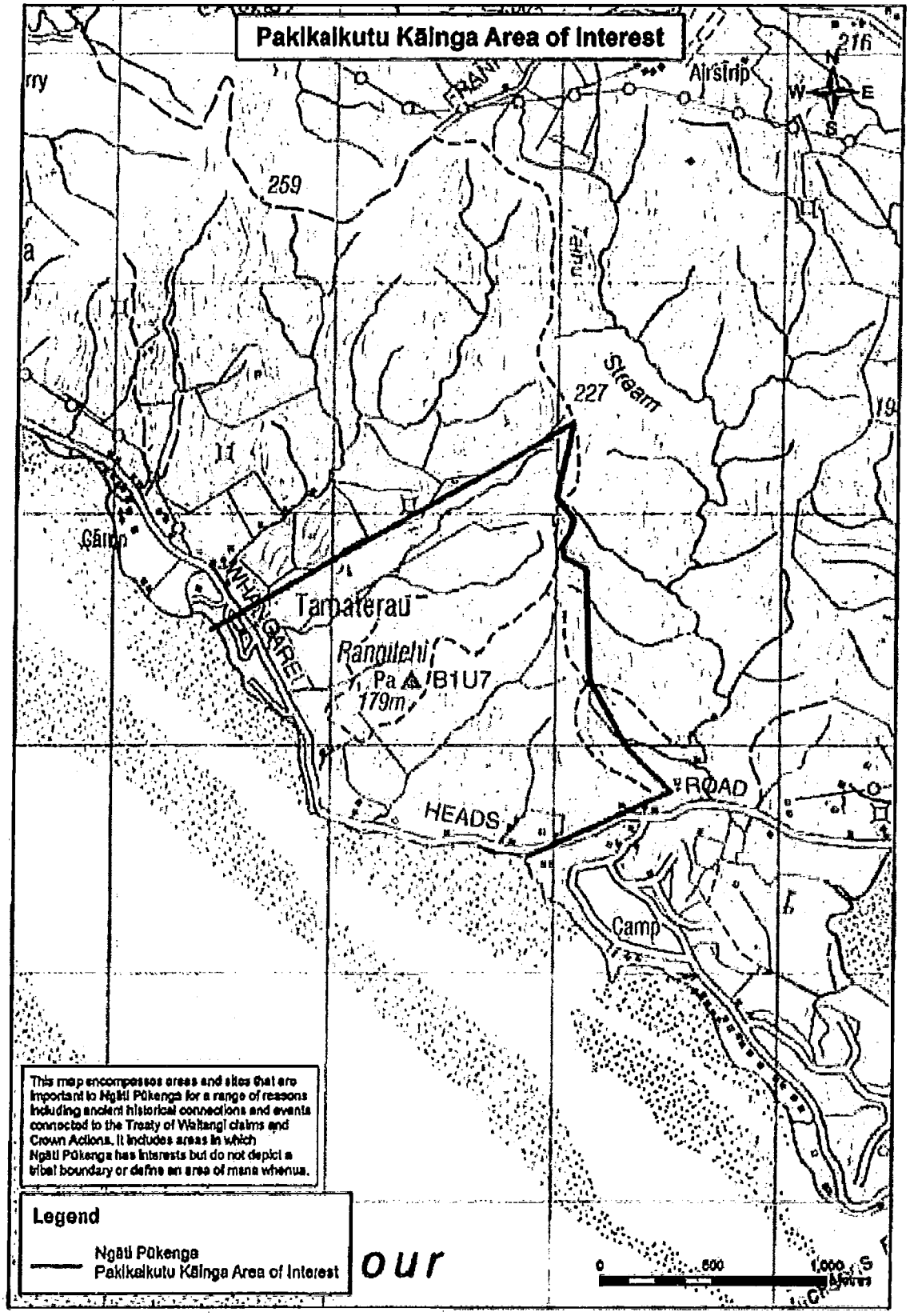
THE CROWN

DEED OF SETTLEMENT: ATTACHMENTS

TABLE OF CONTENTS

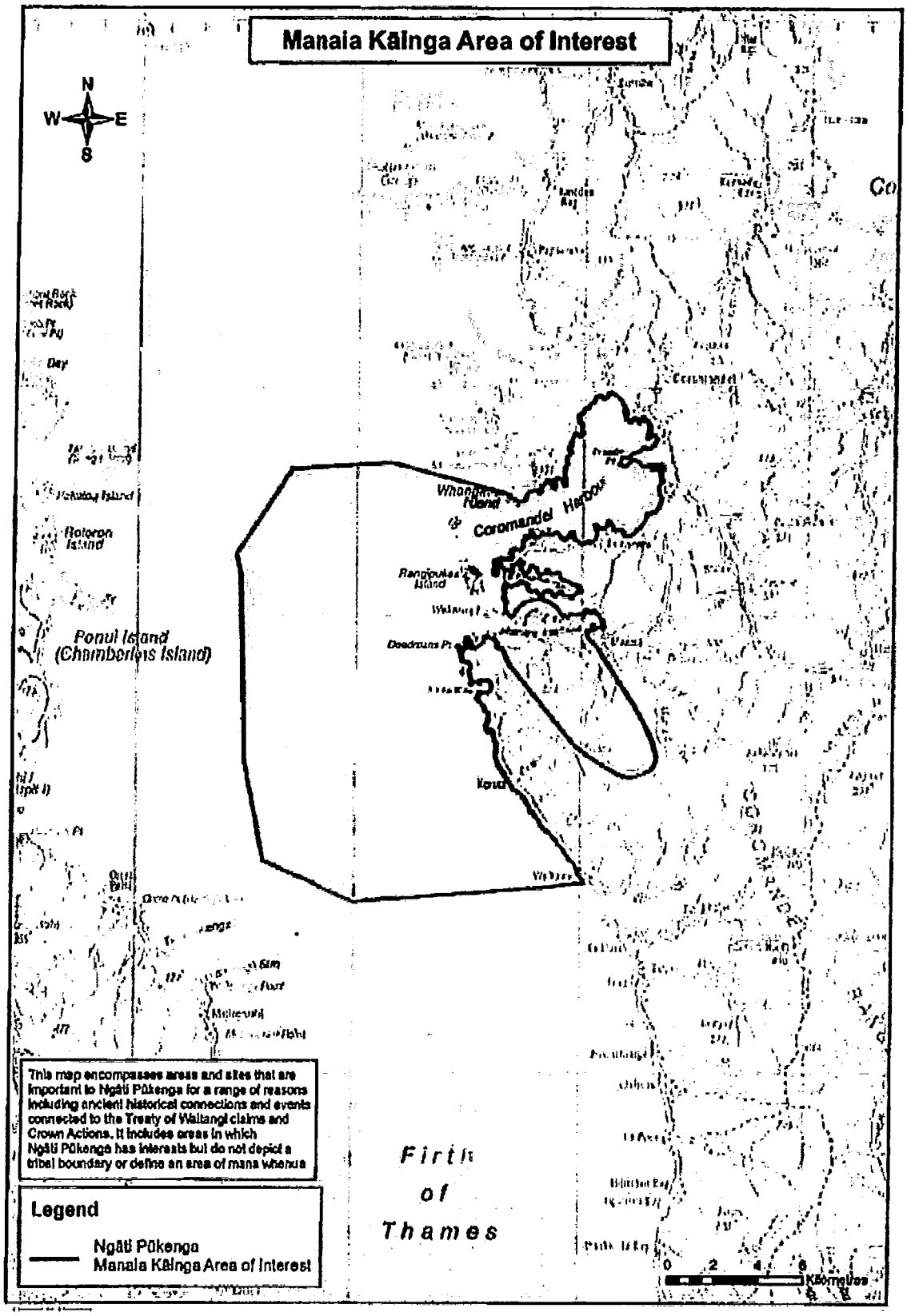
1 KĀINGA AREAS OF INTEREST

Pakikaikutu Kāinga Area of Interest



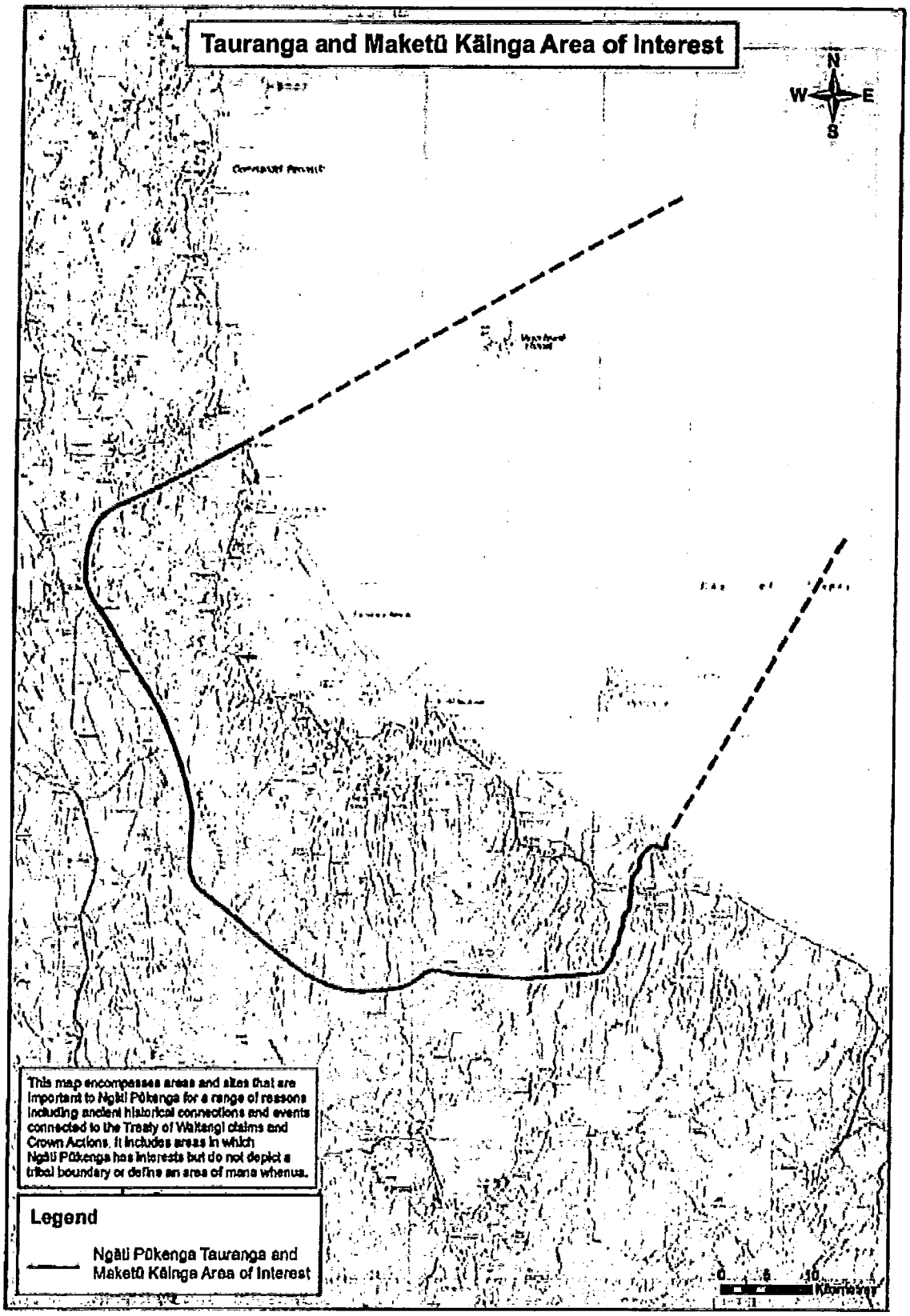
1: KĀINGA AREAS OF INTEREST

Manaia Kāinga Area of Interest

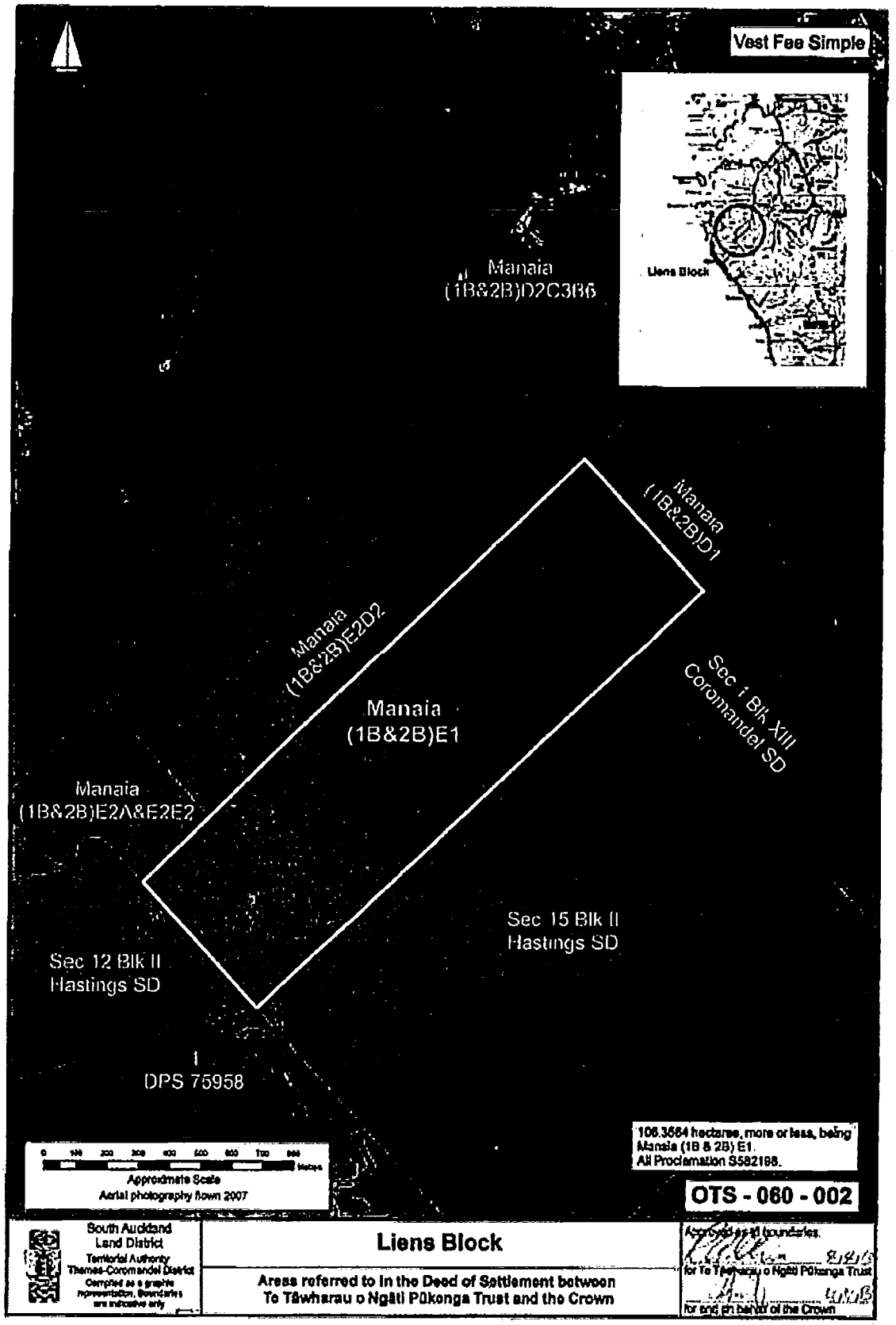


1: KĀINGA AREAS OF INTEREST

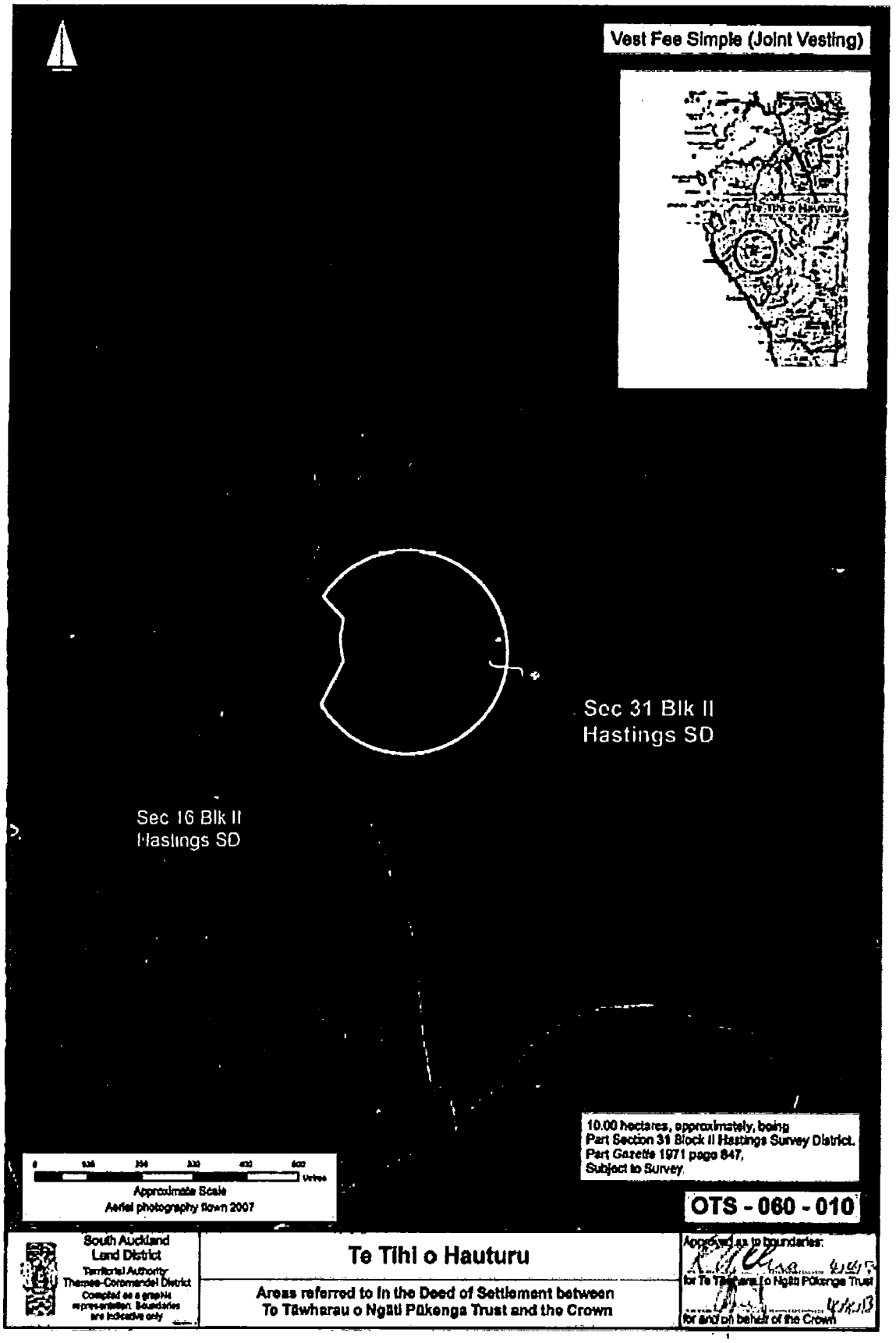
Tauranga and Maketū Kāinga Area of Interest

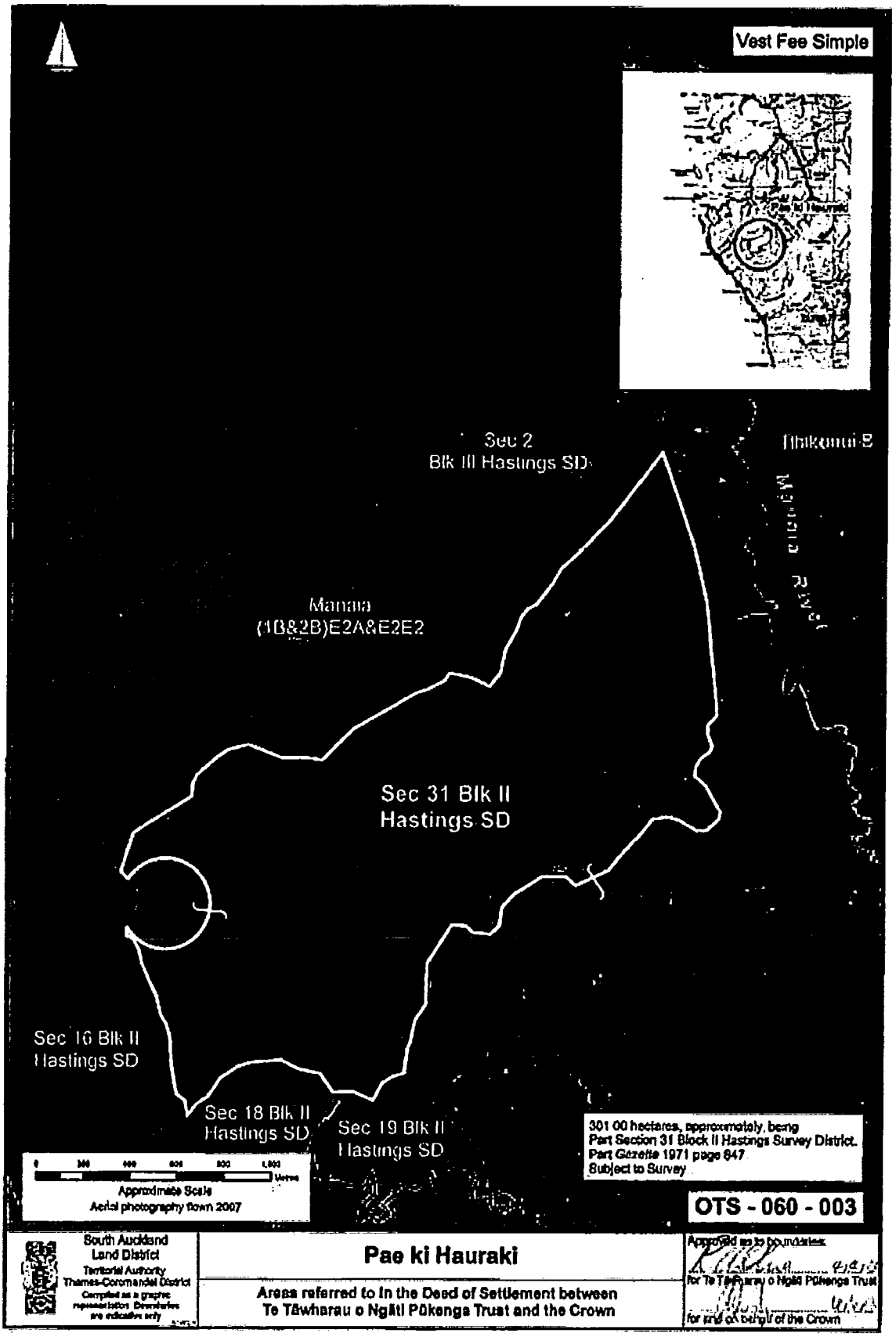


2 DEED PLANS

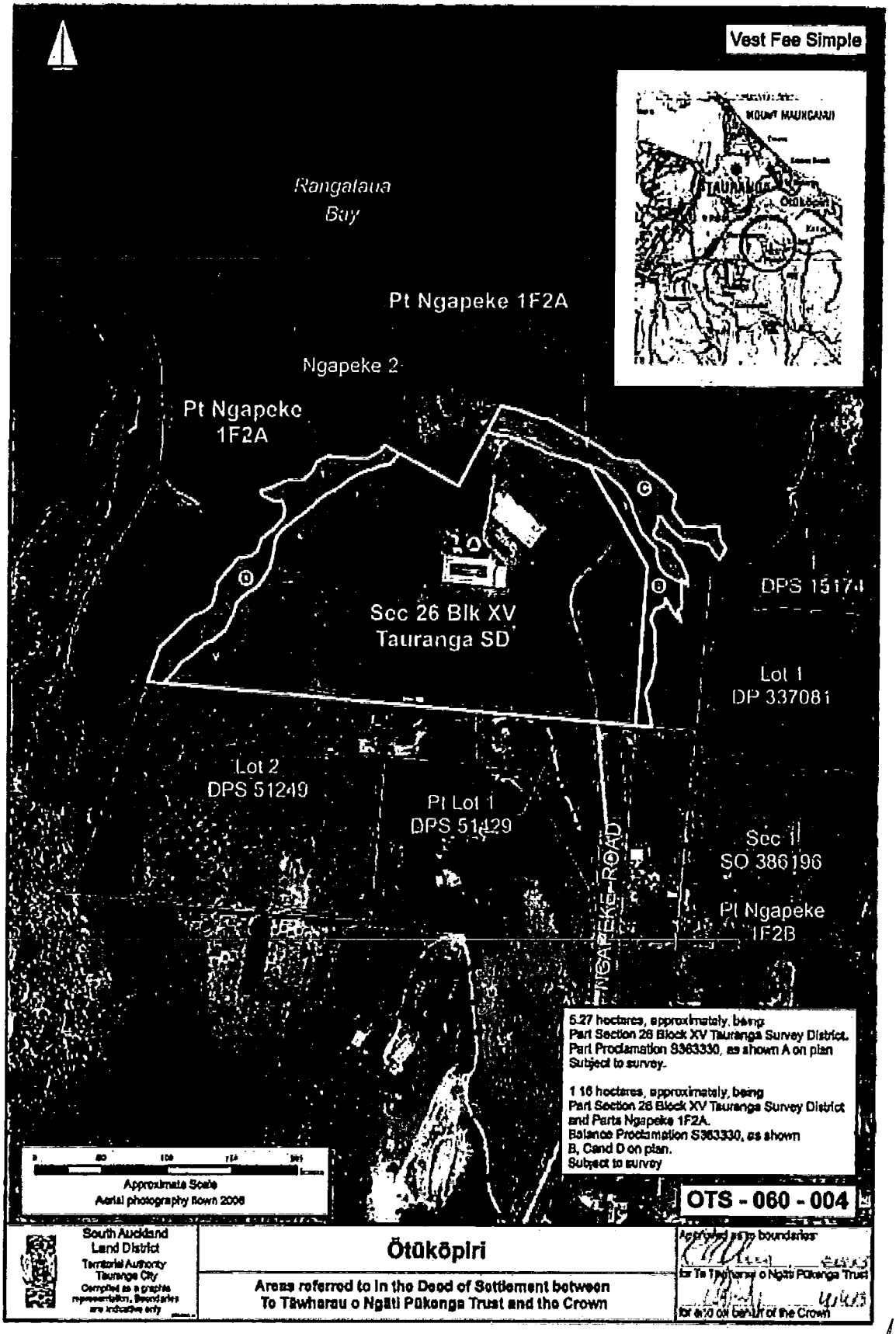

Vest Fee Simple
Liens Block
Manaia
(1B&2B)D2C3B6
Manaia
(1B&2B)D1
Manaia
(1B&2B)E2D2
Manaia
(1B&2B)E1
Sec 1 Blk XIII
Coromandel SD
Manaia
(1B&2B)E2A&E2E2
Sec 15 Blk II
Hastings SD
Sec 12 Blk II
Hastings SD
1
DPS 75958
Approximate Scale
Aerial photography flown 2007
106.3664 hectares, more or less, being
Manaia (1B & 2B) E1.
All Proclamation 3582188.
OTS - 060 - 002
South Auckland
Land District
Territorial Authority
Thames-Coromandel District
Compiled as a graphic
representation, Boundaries
are indicative only
Liens Block
Areas referred to in the Deed of Settlement between
Te Tāwharau o Ngāti Pūkonga Trust and the Crown
Approved as to boundaries.
for Te Tāwharau o Ngāti Pūkonga Trust
for and on behalf of the Crown

2: DEED PLANS

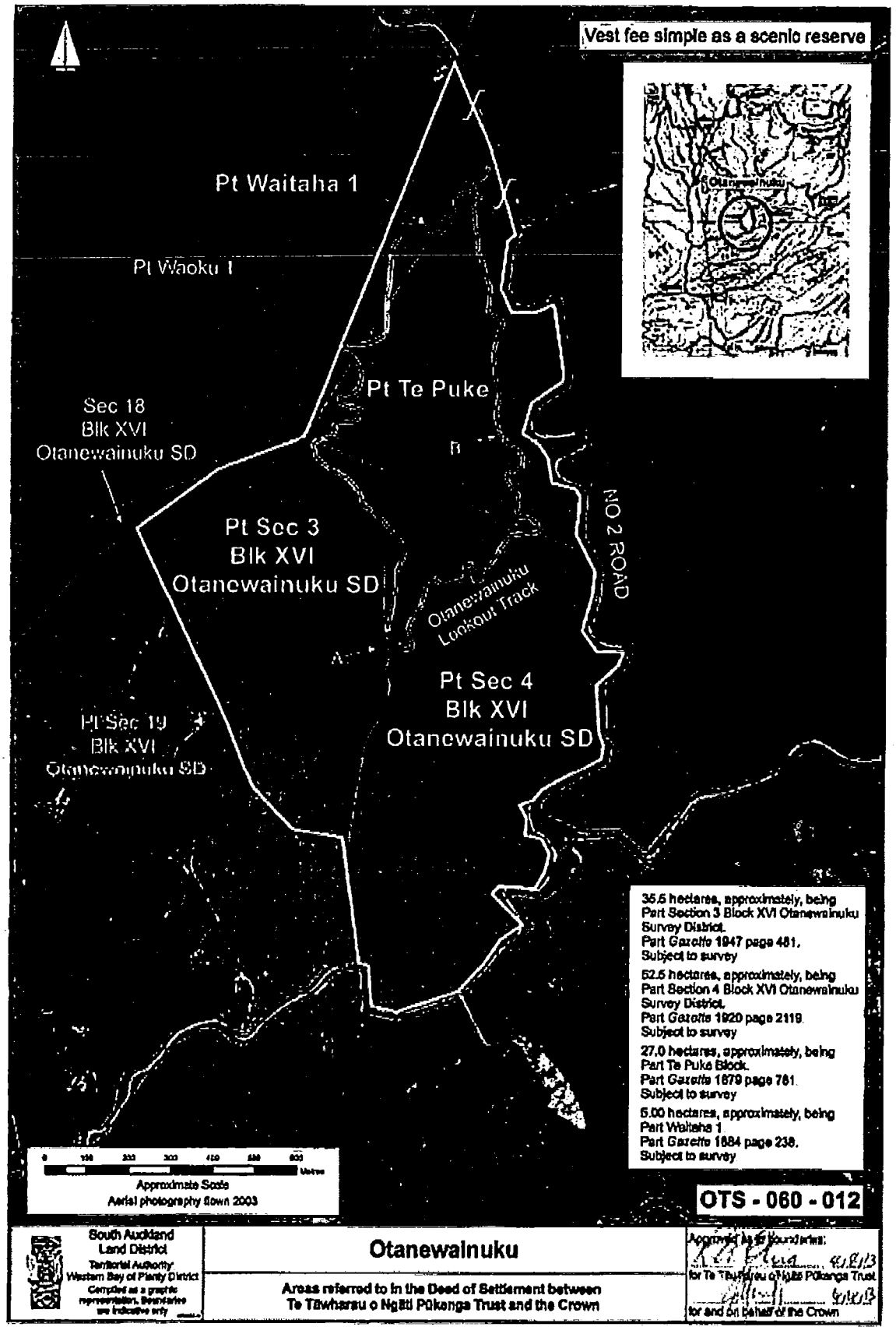

Vest Fee Simple (Joint Vesting)
Sec 31 Blk II
Hastings SD
Sec 16 Blk II
Hastings SD
10.00 hectares, approximately, being
Part Section 31 Block II Hastings Survey District.
Part Gazette 1971 page 847.
Subject to Survey.
Approximate Scale
Aerial photography flown 2007
OTS - 060 - 010
South Auckland
Land District
Territorial Authority
Thames-Coromandel District
Compiled as a graphic representation. Boundaries are indicative only
Te Tihi o Hauturu
Areas referred to in the Deed of Settlement between
Te Tāwharau o Ngāti Pūkenga Trust and the Crown
Approved as to boundaries:
for Te Tāwharau o Ngāti Pūkenga Trust
for and on behalf of the Crown

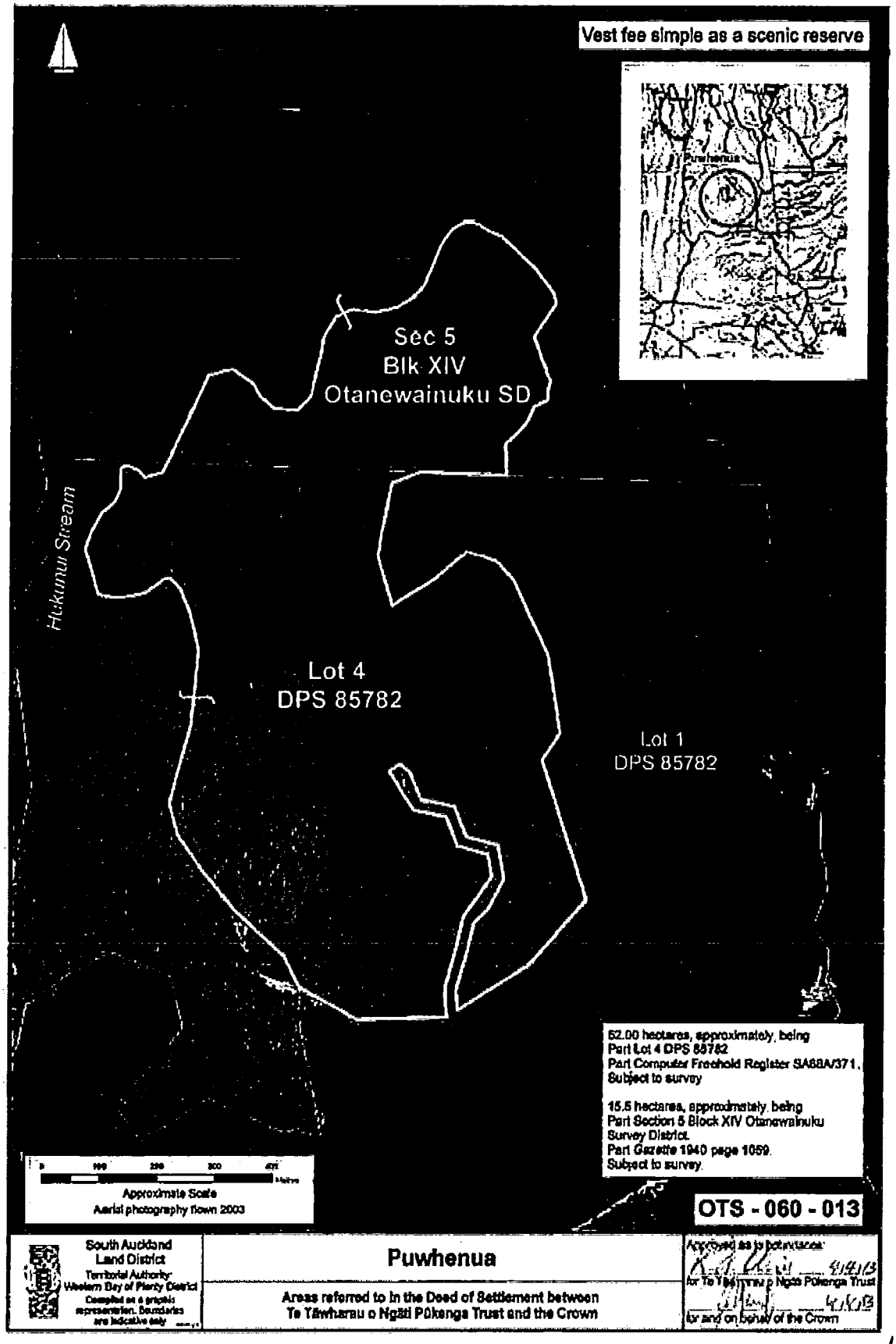

Vest Fee Simple
Sec 2
Blk III Hastings SD
Tihikomui B
Manaia
(1B&2B)E2A&E2E2
Sec 31 Blk II
Hastings SD
Sec 16 Blk II
Hastings SD
Sec 18 Blk II
Hastings SD
Sec 19 Blk II
Hastings SD
301 00 hectares, approximately, being
Part Section 31 Block II Hastings Survey District.
Part Gazette 1971 page 847
Subject to Survey
Approximate Scale
Aerial photography flown 2007
OTS - 060 - 003
South Auckland
Land District
Territorial Authority
Thames-Coromandel District
Pae ki Hauraki
Areas referred to in the Deed of Settlement between
Te Tāwharau o Ngāti Pūkenga Trust and the Crown
Approved as to boundaries
for Te Tāwharau o Ngāti Pūkenga Trust
for and on behalf of the Crown

2: DEED PLANS

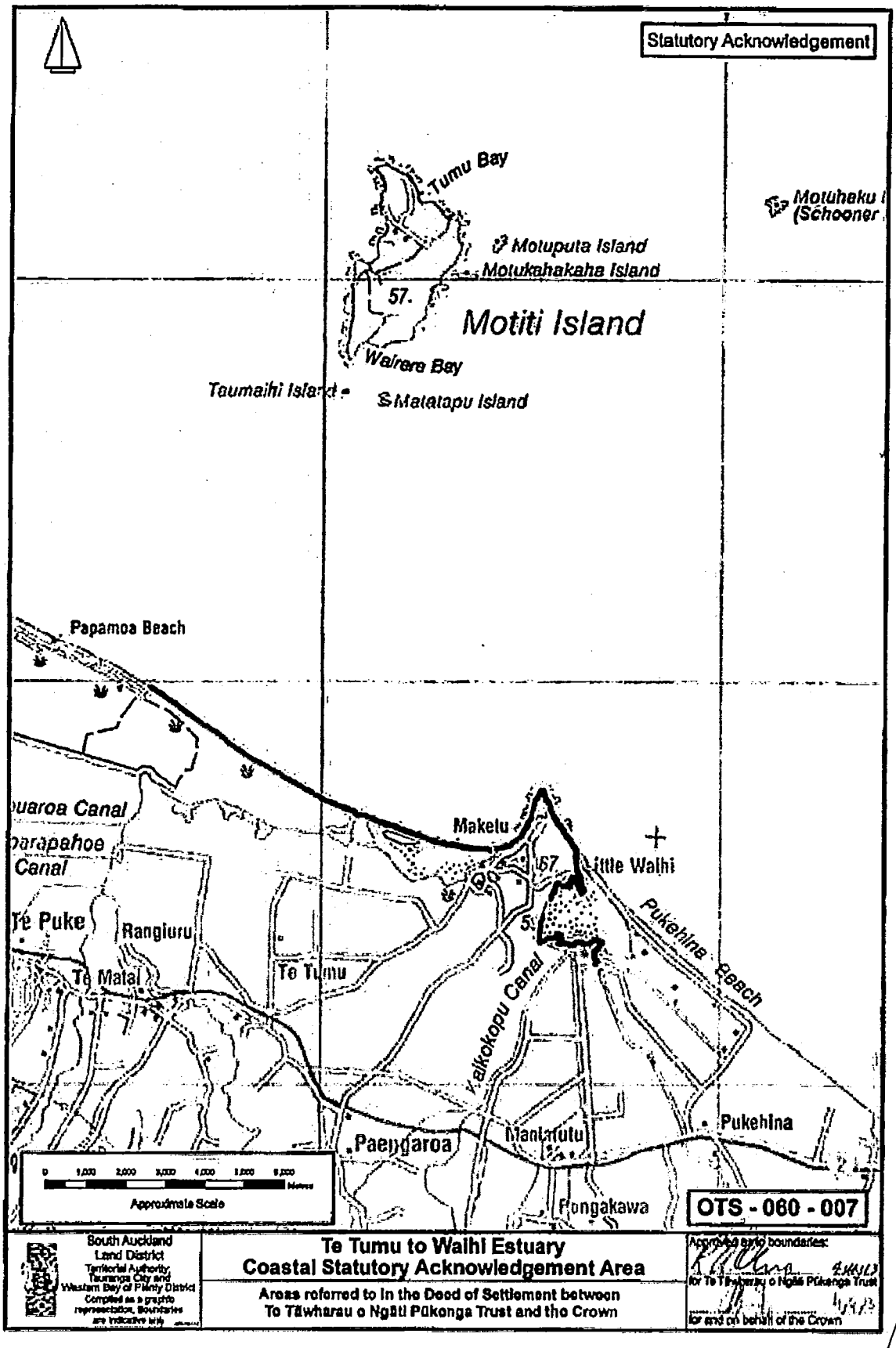

Vest Fee Simple
MOUNT MAUNGANUI
TAURANGA
Rangataua Bay
Pt Ngapeke 1F2A
Ngapeke 2
Pt Ngapeke 1F2A
Scc 26 Blk XV Tauranga SD
DPS 15174
Lot 1 DP 337081
Lot 2 DPS 51249
Pt Lot 1 DPS 51429
NGAPEKE ROAD
Sec 1 SO 386196
Pt Ngapeke 1F2B
5.27 hectares, approximately, being Part Section 26 Block XV Tauranga Survey District. Part Proclamation 9363330, as shown A on plan Subject to survey.
1.16 hectares, approximately, being Part Section 26 Block XV Tauranga Survey District and Parts Ngapeke 1F2A. Balance Proclamation 9363330, as shown B, Cand D on plan. Subject to survey
Approximate Scale
Aerial photography flown 2006
OTS - 060 - 04
South Auckland Land District
Territorial Authority Tauranga City
Compiled as a graphic representation. Boundaries are indicative only
Ōtūkōpiri
Areas referred to in the Deed of Settlement between Te Tāwharau o Ngāti Pūkenga Trust and the Crown
Approved as to boundaries
for Te Tāwharau o Ngāti Pūkenga Trust
for and on behalf of the Crown

2: DEED PLANS

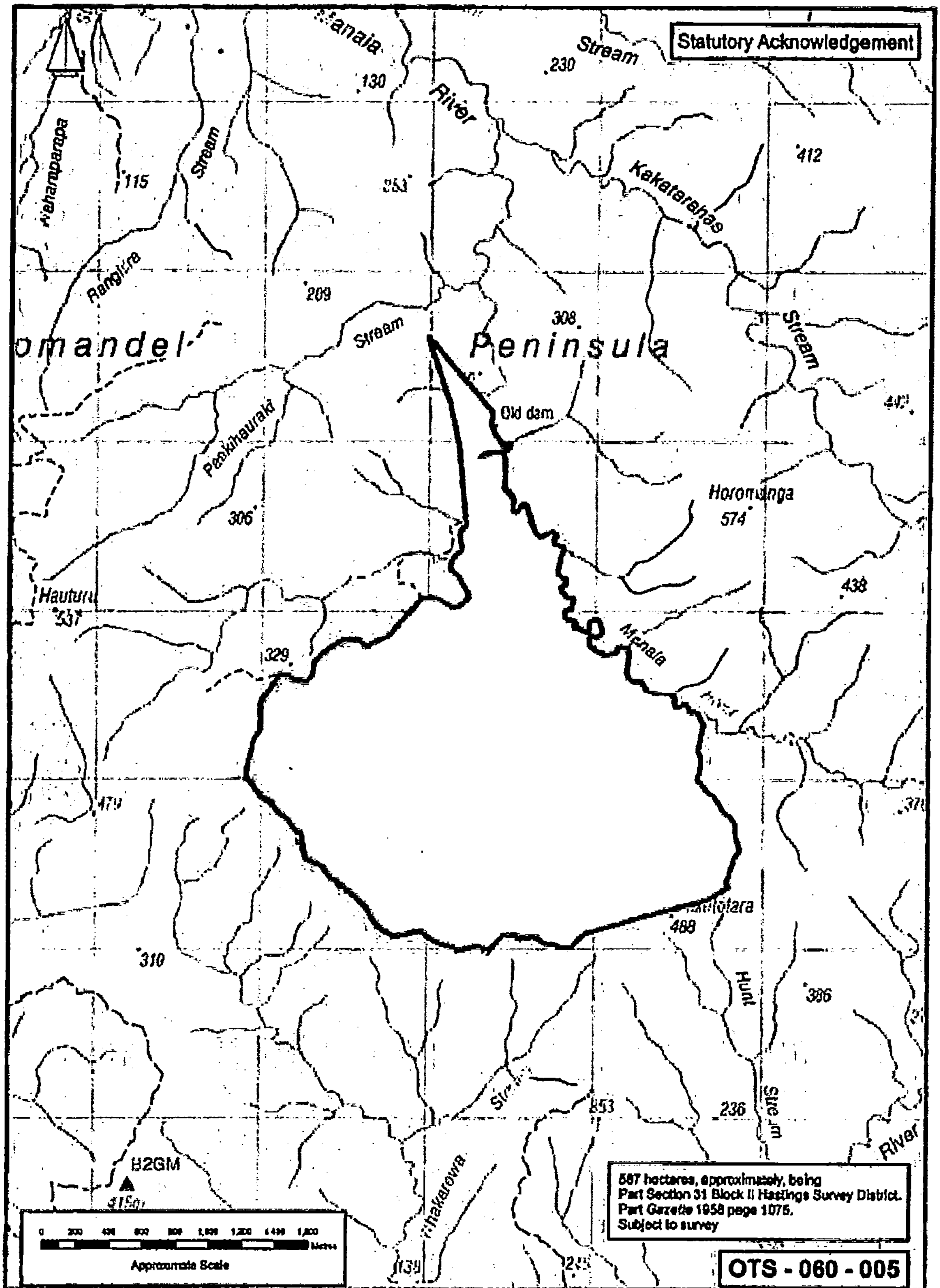

Vest fee simple as a scenic reserve
Pt Waitaha 1
Pt Waoku 1
Pt Te Puke
Sec 18
Blk XVI
Otanewainuku SD
Pt Sec 3
Blk XVI
Otanewainuku SD
Otanewainuku
Lookout Track
NO 2 ROAD
Pt Sec 4
Blk XVI
Otanewainuku SD
Pt Sec 19
Blk XVI
Otanewainuku SD
35.6 hectares, approximately, being
Part Section 3 Block XVI Otanewainuku
Survey District.
Part Gazette 1947 page 481.
Subject to survey
52.5 hectares, approximately, being
Part Section 4 Block XVI Otanewainuku
Survey District.
Part Gazette 1920 page 2119.
Subject to survey
27.0 hectares, approximately, being
Part Te Puke Block.
Part Gazette 1879 page 761.
Subject to survey
5.00 hectares, approximately, being
Part Waitaha 1
Part Gazette 1884 page 238.
Subject to survey
Approximate Scale
Aerial photography flown 2003
OTS - 060 - 012
South Auckland
Land District
Territorial Authority
Western Bay of Plenty District
Compiled as a graphic representation. Boundaries are indicative only
Otanewainuku
Areas referred to in the Deed of Settlement between
Te Tāwharau o Ngāti Pūkenga Trust and the Crown
Approved as to boundaries:
for Te Tāwharau o Ngāti Pūkenga Trust
for and on behalf of the Crown


Vest fee simple as a scenic reserve
Puwhenua
Sec 5
Blk XIV
Otanewainuku SD
Hukinui Stream
Lot 4
DPS 85782
Lot 1
DPS 85782
52.00 hectares, approximately, being
Part Lot 4 DPS 85782
Part Computer Freehold Register SA68A/371.
Subject to survey
15.5 hectares, approximately, being
Part Section 5 Block XIV Otanewainuku
Survey District.
Part Gazette 1940 page 1059.
Subject to survey.
Approximate Scale
Aerial photography flown 2003
OTS - 060 - 013
South Auckland
Land District
Territorial Authority:
Western Bay of Plenty District
Compiled as a graphic representation. Boundaries are indicative only
Puwhenua
Areas referred to in the Deed of Settlement between
Te Tāwharau o Ngāti Pūkenga Trust and the Crown
Approved as to boundaries:
for Te Tāwharau o Ngāti Pūkenga Trust
for and on behalf of the Crown

2: DEED PLANS


Statutory Acknowledgement
Tumu Bay
Motuhaku I
(Schooner
Motuputa Island
Motukahakaha Island
57.
Motiti Island
Wairere Bay
Taumaihi Island
Matatapu Island
Papamoa Beach
uaroa Canal
arapahoe
Canal
Te Puke
Rangiuru
Te Matai
Te Tumu
Makelu
57
Little Waihi
Pukehina Beach
Yalkokopu Canal
Paengaroa
Manawatu
Pukehina
Pongakawa
0 1,000 2,000 3,000 4,000 5,000 6,000
Metres
Approximate Scale
OTS - 060 - 007
South Auckland
Land District
Territorial Authority
Tauranga City and
Western Bay of Plenty District
Compiled as a graphic
representation. Boundaries
are indicative only
Te Tumu to Waihi Estuary
Coastal Statutory Acknowledgement Area
Areas referred to in the Deed of Settlement between
Te Tāwharau o Ngāti Pūkenga Trust and the Crown
Approved as to boundaries:
for Te Tāwharau o Ngāti Pūkenga Trust
for and on behalf of the Crown

2: DEED PLANS



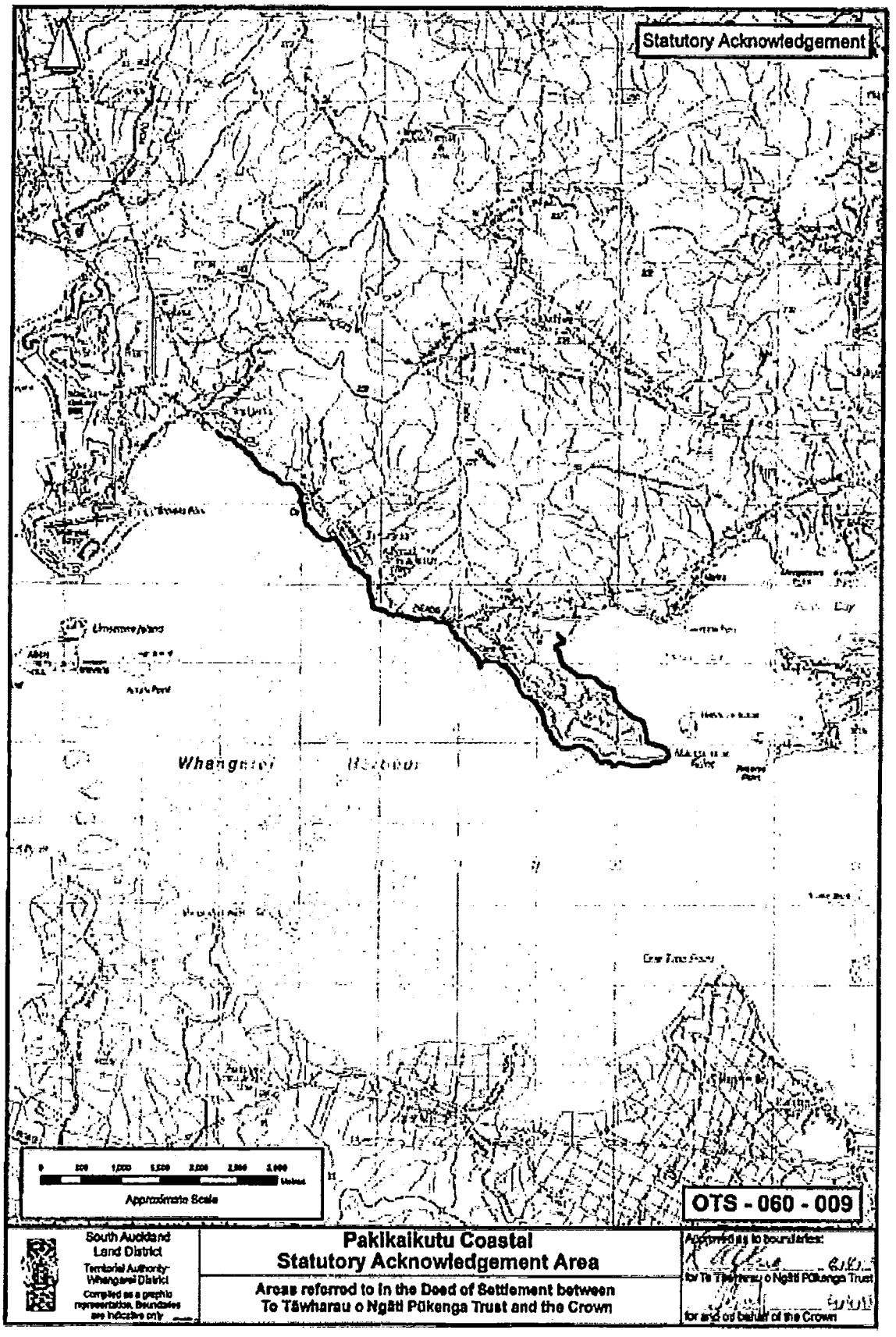
South Auckland Land District
Territorial Authority: Thames-Coromandel District
Compiled as a graphic representation. Boundaries are indicative only

Hauturu Block

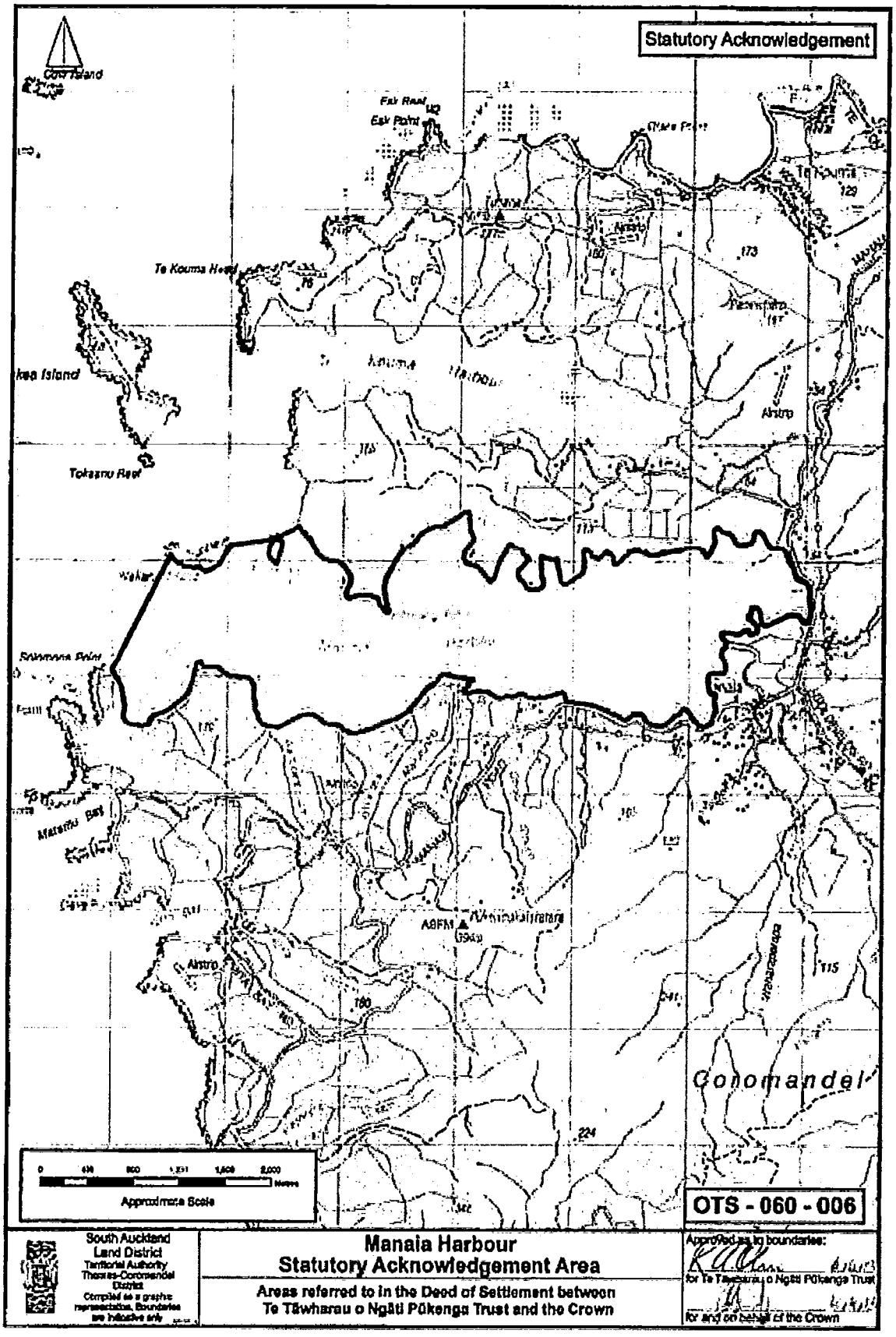
Areas referred to in the Deed of Settlement between Te Tāwharau o Ngāti Pūkenga Trust and the Crown

Approved as to boundaries:
for Te Tāwharau o Ngāti Pūkenga Trust
for and on behalf of the Crown

2: DEED PLANS


Statutory Acknowledgement
Whangaroa Harbour
Approximate Scale
OTS - 060 - 009
South Auckland Land District
Territorial Authority: Whangarei District
Compiled as a graphic representation. Boundaries are indicative only
Pakikaikutu Coastal Statutory Acknowledgement Area
Areas referred to in the Deed of Settlement between Te Tāwharau o Ngāti Pūkenga Trust and the Crown
Approved as to boundaries:
for Te Tāwharau o Ngāti Pūkenga Trust
for and on behalf of the Crown

2: DEED PLANS


Statutory Acknowledgement
Coromandel
OTS - 060 - 06
Approximate Scale
South Auckland
Land District
Territorial Authority
Thames-Coromandel
District
Manaia Harbour
Statutory Acknowledgement Area
Areas referred to in the Deed of Settlement between
Te Tāwharau o Ngāti Pūkenga Trust and the Crown
Approved as to boundaries:
for Te Tāwharau o Ngāti Pūkenga Trust
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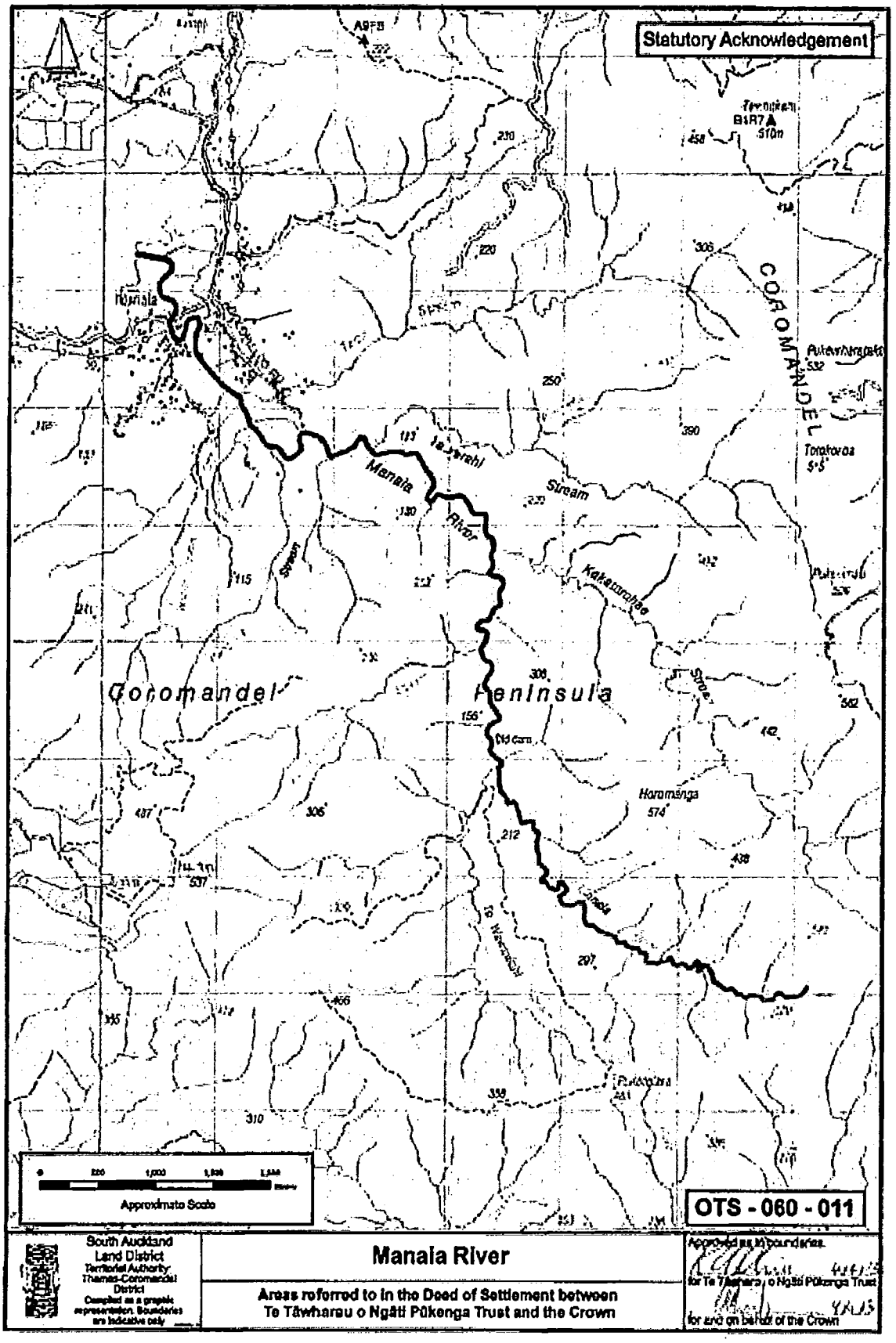
2: DEED PLANS


Statutory Acknowledgement
COROMANDEL
Manaia
Manaia River
Stream
Kakaramea
Coromandel
Peninsula
Haromaunga
574
OTS - 060 - 011
Approximate Scale
South Auckland Land District
Territorial Authority: Thames-Coromandel District
Compiled as a graphic representation. Boundaries are indicative only
Manaia River
Areas referred to in the Deed of Settlement between Te Tāwharau o Ngāti Pūkenga Trust and the Crown
Approved as to boundaries.
for Te Tāwharau o Ngāti Pūkenga Trust
for and on behalf of the Crown