

**SCHEDULE 2**

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**CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS**

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**DOC PROTOCOL**

**(Clause 9.1.2)**

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**A PROTOCOL issued by the CROWN through the MINISTER OF CONSERVATION regarding  
DEPARTMENT OF CONSERVATION /  
TE PAPA ATAWHAI INTERACTION with NGAATI RUANUI  
on SPECIFIED ISSUES**

**1. INTRODUCTION**

- 1.1 Under the deed of settlement dated [ ] between Ngaati Ruanui and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Conservation (the "Minister") would issue a protocol (the "DOC Protocol") setting out how the Department of Conservation (the "Department") will interact with the Ngaati Ruanui Governance Entity (the "Governance Entity") on matters specified in the DOC Protocol. These matters are:
- 1.1.1 input into business planning at the area office level;
  - 1.1.2 historic resources/waahi tapu;
  - 1.1.3 cultural materials;
  - 1.1.4 species management;
  - 1.1.5 freshwater fisheries;
  - 1.1.6 marine mammals;
  - 1.1.7 pest control;
  - 1.1.8 the Resource Management Act 1991 (the "Resource Management Act");
  - 1.1.9 visitor and public information; and
  - 1.1.10 provision of technical assistance for the Governance Entity as an administering body.
- 1.2 The Governance Entity is the body representative of the whanau, hapu and iwi of Ngaati Ruanui who have an interest in conservation management in the DOC Protocol Area.
- 1.3 Both the Department and the Governance Entity are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this DOC Protocol that achieves over time the conservation policies, actions and outcomes sought by both the Governance Entity and the Department, as set out in this DOC Protocol.
- 1.4 Ngaati Ruanui has a responsibility in relation to the preservation, protection, and management of natural and historic resources in the DOC Protocol Area through its tino rangatiratanga and kaitiakitanga. This responsibility derives from Ngaati Ruanui's status as tangata whenua and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

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1.5 The purpose of the Conservation Act 1987 (the “Act”) is to manage natural and historic resources under the Act and the Acts in the First Schedule of the Act. The Minister and Director-General of Conservation are required to exercise particular functions, powers and duties under that legislation.

#### 2. PURPOSE OF THE PROTOCOL

2.1 The purpose of this protocol is to assist the Department and the Governance Entity to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.

2.2 This protocol sets out a framework that enables the Department and the Governance Entity to establish a healthy and constructive working relationship that is consistent with section 4 of the Act. It provides for Ngaati Ruanui to have meaningful input into the policy, planning and decision-making processes and management of conservation lands and fulfilment of statutory responsibilities within the DOC Protocol Area.

#### 3. PROTOCOL AREA

3.1 This DOC Protocol applies across the DOC Protocol Area which means the area identified in the map included in **Attachment A** of this protocol.

#### 4. TERMS OF ISSUE

4.1 This protocol is issued pursuant to section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the “Settlement Legislation”) and **clause 9.1.2** of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

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

#### 5. IMPLEMENTATION AND COMMUNICATION

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

5.1.1 providing reasonable opportunities for Ngaati Ruanui to meet with Department managers and staff;

5.1.2 the Department and the Ngaati Ruanui Environmental Officer (the “EO”) meeting every six months at the area office to review implementation of the DOC Protocol and an annual hui being held between the Governance Entity and senior DOC staff including the Conservator and the Area Manager;

5.1.3 training relevant staff on the content of the DOC Protocol; and

5.1.4 briefing conservation board members on the content of the DOC Protocol.

5.2 The key contact people for the Governance Entity in relation to the DOC Protocol are the EO (on behalf of the Governance Entity) and the Stratford Area Manager or equivalent (on

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behalf of the Department). The Stratford Area Manager will act as the primary contact person for the Governance Entity and he or she will act as a liaison person with other Departmental staff.

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

- 6.1 The DOC Protocol provides for ongoing implementation of a range of matters as well as special projects identified by the Governance Entity, and implementation will be over time. Some of the projects identified will need specific resourcing set aside through the Department's business planning process.
- 6.2 The process for the involvement of the Governance Entity in the Department's business planning process will be as follows:
- 6.2.1 the Department and the Governance Entity will on an annual basis identify priorities for undertaking projects that require specific resourcing;
  - 6.2.2 the identified priorities are taken into the Department's business planning process at the conservancy and regional levels and considered along with other priorities;
  - 6.2.3 the decision on whether any of these projects will be funded in any business year will be made by the Conservator and the Regional General Manager; and
  - 6.2.4 if the Department decides to proceed with the specific project requested by the Governance Entity, the EO and the Department will meet again, if required, to finalise a work plan and timetable for implementation of the specific projects in that business year, in accordance with the resources which have been allocated in the business plan.

#### 7. HISTORIC RESOURCES - WAAHI TAPU AND WAAHI TAONGA

- 7.1 The terms "waahi tapu" and "waahi taonga" refer to places that are sacred or significant to Ngaati Ruanui. Such places may include:
- 7.1.1 a burial place of Ngaati Ruanui ancestors e.g. Puke Atua (Pariroa Pa);
  - 7.1.2 a place where the whenua or placenta has been buried (usually of a person of rank);
  - 7.1.3 a place where an ancestor engaged in an activity of historical significance for example:
    - (a) erecting an altar where "offerings" were made to "nga atua" as thanksgiving or appreciation for provisions such as a healthy harvest of crops, fish, flax etc;
    - (b) engaging in war or pakanga where Ngaati Ruanui fought and many lives were lost; and
    - (c) Tupuna ariki lived or engaged in activity recorded in korero, paki waitara, legend or proverb e.g. Ramanui (Hawera hospital site);
  - 7.1.4 a significant fishing, harvesting or food gathering place (for example paua reefs, kina beds, snapper fishing grounds, lakes);



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- 7.1.5 a significant place as identified in legend e.g. Tahekeroa;
- 7.1.6 significant geographical locations e.g. Patea, Whenuakura, Waingongoro and Tangahoe rivers, cliffs (e.g. Pari-roa), waterfalls (e.g. Te Rerenga o Kapuni);
- 7.1.7 a place where a tragic event happened (e.g. a death);
- 7.1.8 a designated place of dwelling of taniwha or "Kaitiaki" (i.e. guardian) of Ngaati Ruanui rivers, lakes or sea shores e.g. rua taniwha (Patea River); and
- 7.1.9 old kainga or pa sites e.g. Hukatere (on the bank of the Patea River opposite Pariroa Pa).

Waahi tapu and waahi taonga are very significant to Ngaati Ruanui. These refer to places designated as sacred and to be respected with great reverence.

- 7.2 The Department has a statutory role to conserve historic resources in protected areas and will endeavour to do this for sites of significance to Ngaati Ruanui in association with the Governance Entity and according to Ngaati Ruanui tikanga.
- 7.3 The Department accepts that non-disclosure of locations of places known to Ngaati Ruanui is a practice used by Ngaati Ruanui to preserve the sanctity of a place. In other cases Ngaati Ruanui may ask the Department to treat information it provides on waahi tapu sites in a confidential way. The Department and the Governance Entity will work together to establish processes for dealing with information on waahi tapu sites in a way that both recognises the management challenges that confidentiality can present, and respects the views of Ngaati Ruanui.
- 7.4 The responsibility for identifying and assessing Ngaati Ruanui heritage values largely rests with Ngaati Ruanui. To assist in this process, Ngaati Ruanui will notify the Stratford Area Manager of any concerns and the Department will take reasonable steps to address the situation.
- 7.5 The Department will work with Ngaati Ruanui at the area office level to:
  - 7.5.1 undertake protection and conservation of waahi tapu and other sites of Ngaati Ruanui significance in co-operation with the Governance Entity;
  - 7.5.2 as far as reasonably practicable, respect the Ngaati Ruanui values attached to identified waahi tapu, waahi taonga and places of historic significance which are managed by the Department (e.g. by the Department giving consideration to impacts from visitor numbers, facilities and services);
  - 7.5.3 manage sites of historic significance to Ngaati Ruanui according to the standards of conservation practice outlined in the ICOMOS (International Convention on Monuments and Sites) New Zealand Charter 1993;
  - 7.5.4 ensure as far as possible, when issuing concessions that give authority for other parties to manage land administered by the Department, that those parties manage the land according to the standards of conservation practice outlined in the ICOMOS New Zealand Charter 1993;

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- 7.5.5 when issuing concessions to carry out activities on the land administered by the Department, request that the concessionaire consult with the Governance Entity before using cultural information of Ngaati Ruanui;
- 7.5.6 if koiwi are found in the DOC Protocol Area, inform the Governance Entity; and
- 7.5.7 when requested by the Governance Entity, seek to assist in recording and protecting waahi tapu and other places of cultural significance where appropriate, to ensure that they are not desecrated or damaged.

#### 8. CULTURAL MATERIALS

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

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

that the Department is responsible for which are important to Ngaati Ruanui in maintaining and expressing their cultural practices.

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

8.3 In relation to cultural materials, the Department will:

- 8.3.1 provide the Governance Entity with access to and use of cultural materials within the DOC Protocol Area when required for cultural purposes, in accordance with the relevant legislation;
- 8.3.2 agree, where reasonably practicable, for the Governance Entity to have access to all cultural materials which become available as a result of departmental operations such as track maintenance or clearance or culling of species;
- 8.3.3 consult with the Governance Entity in circumstances where there are competing requests from non-Ngaati Ruanui persons or entities for the use of cultural materials, for example for scientific research purposes, to see if the cultural and scientific or other needs can be reconciled before the Department makes a decision in respect of those requests;
- 8.3.4 assist the Governance Entity with obtaining plant stock for propagation, to reduce the need for plants to be gathered from land administered by the Department, and to encourage Ngaati Ruanui in the establishment of their own cultivation areas;
- 8.3.5 provide ongoing advice for the management and propagation of the plant stock; and
- 8.3.6 work with the Governance Entity to develop procedures for monitoring sustainable levels and methods of use.

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#### 9. SPECIES MANAGEMENT

- 9.1 The Department's primary objective is to enhance population numbers and distributional ranges of threatened species and sub-species where recovery action will be effective. An important part of this work is to prioritise threatened species according to their degree of threat and/or significance. The Department has a ranking system that sets out the national priorities for the conservation of New Zealand's threatened plants and animals.
- 9.2 Under the Deed of Settlement and Settlement Legislation the Crown acknowledges the cultural, spiritual, historic and/or traditional association of Ngaati Ruanui with the indigenous fish, flora and fauna species found within the DOC Protocol Area for which the Department has statutory responsibility (the "Indigenous Species").
- 9.3 In recognition of the Crown's acknowledgement referred to in **clause 9.2**, the Department, in carrying out its management of the Indigenous Species, will:
- 9.3.1 where a national recovery programme is being implemented within the DOC Protocol Area, consult with and provide opportunities for the Governance Entity to be involved in both the decision-making processes and ongoing work that is carried out;
  - 9.3.2 advise the Governance Entity in advance of any Conservation Management Strategy reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of the Indigenous Species within the DOC Protocol Area;
  - 9.3.3 where research and monitoring projects are carried out, and where it is reasonably practicable, provide the Governance Entity with opportunities to participate and be involved in decision-making processes; and
  - 9.3.4 encourage and provide advice to the Governance Entity in the management or protection of the Indigenous Species on land owned by Ngaati Ruanui.

#### 10. FRESHWATER FISHERIES

- 10.1 Freshwater fisheries are managed under two pieces of legislation; the Fisheries Act 1983 (administered by the Ministry of Fisheries) and the Act. The Act deals specifically with the conservation of non-commercial freshwater fisheries.
- 10.2 The Department will consult with the Governance Entity and where reasonably practicable provide for its participation in the conservation and management (including research) of customary non-commercial freshwater fisheries and freshwater fish habitats.
- 10.3 Under **clause 9.1.19** of the Deed of Settlement, the Governance Entity is appointed as an advisory committee to the Minister on all matters concerning the management and conservation within the DOC Protocol Area by the Department of the indigenous fish and other aquatic life managed by the Department. The Department will, in relation to the indigenous fish and other aquatic life, and as far as reasonably practicable, provide that advisory committee with all relevant information to enable it to give informed advice, and will meet with that advisory committee at the area office level as necessary to give effect to the Deed of Settlement and Settlement Legislation.

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- 10.4 The Department will work with the Governance Entity at the area office level to provide for the active participation by the Governance Entity in the conservation, management and research of customary non-commercial freshwater fisheries and freshwater fish habitats by:
- 10.4.1 seeking to identify areas for co-operation in advocacy, consistent with **clause 13**, focusing on fish passage, minimum flows, protection of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary non-commercial freshwater fisheries and their freshwater habitats;
  - 10.4.2 consulting with the Governance Entity in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary non-commercial freshwater fisheries and their environmental and habitat requirements;
  - 10.4.3 considering the Governance Entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and
  - 10.4.4 considering applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Act.
11. **MARINE MAMMALS**
- 11.1 The Department administers the **Marine Mammals Protection Act 1978** and the **Marine Mammals Regulations 1992**. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the **Marine Mammals Protection Act 1978**. Under the Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal (including any part of a marine mammal) and the health and safety of its staff and any volunteers under its control, and the public.
  - 11.2 The Department believes that there are opportunities to meet the cultural requirements of Ngaati Ruanui and to facilitate the gathering of scientific information. This protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Ngaati Ruanui of bone for cultural purposes from dead marine mammals.
  - 11.3 In achieving these objectives, the DOC Protocol also aims to enable the Department to give effect to the principles of the Treaty of Waitangi as expressed in section 4 of the Act, as well as assisting with the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.
  - 11.4 Both the Department and Ngaati Ruanui acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to Ngaati Ruanui, will depend on the species.
  - 11.5 The following species ("**category 1 species**") are known to strand most frequently on New Zealand shores. In principle these species should be available to the Governance Entity for

PART 1: PROTOCOLS: DOC PROTOCOL

the recovery of bone once scientific data and samples have been collected. If under certain circumstances there are reasons why this principle should not be followed, they must be discussed between the parties to this protocol:

- Common dolphins (*Delphinus delphis*);
- Long-finned pilot whales (*Globicephala melas*); and
- Sperm Whales (*Physeter macrocephalus*).

11.6 The following species (“**category 2 species**”) are either not commonly encountered in New Zealand waters, or are those which may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the Governance Entity after autopsy if requested:

- All baleen whales;
- Short-finned pilot whale (*Globicephala macrorhynchus*);
- Beaked whales (all species, family Ziphiidae);
- Pygmy sperm whale (*Kogia breviceps*);
- Dwarf sperm whale (*Kogia simus*);
- Bottlenose dolphin (*Tursiops truncatus*);
- Hector’s dolphin (*Cephalorhynchus hectori*);
- Dusky dolphin (*Lagenorhynchus obscurus*);
- Risso’s dolphin (*Grampus griseus*);
- Spotted dolphin (*Stenella attenuata*);
- Striped dolphin (*Stenella coeruleoalba*);
- Rough-toothed dolphin (*Steno bredanensis*);
- Southern right whale dolphin (*Lissodelphis peronii*);
- Spectacled porpoise (*Australophocoena dioptrica*);
- Melon-headed whale (*Peponocephala electra*);
- Pygmy killer whale (*Feresa attenuata*);
- False killer whale (*Pseudorca crassidens*);
- Killer whale (*Orcinus orca*); and
- Any other species of cetacean previously unknown in New Zealand waters.

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

### 12. PEST CONTROL

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

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#### 13. RESOURCE MANAGEMENT ACT

- 13.1 Ngaati Ruanui and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act. Areas of common interest include wetlands, riparian management, effects on freshwater fish habitat, water quality management, protection of historic resources, and protection of indigenous vegetation and habitats.
- 13.2 From time to time, the Governance Entity and the Department will seek to identify further issues of mutual interest for discussion. It is recognised that their concerns in any particular resource management issue may diverge and that each of the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.
- 13.3 The Department will work with the Governance Entity at the area office level to discuss the general approach that may be taken by each of Ngaati Ruanui and the Department in respect of advocacy under the Resource Management Act and seek to identify their respective priorities and issues of mutual concern.
- 13.4 The Department will:
- 13.4.1 have regard to the priorities and issues of mutual concern identified in making decisions in respect of advocacy under the Resource Management Act; and
  - 13.4.2 make non-confidential resource information available to the Governance Entity to assist in improving their effectiveness in Resource Management Act advocacy work.

#### 14. VISITOR AND PUBLIC INFORMATION

- 14.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
- 14.2 In providing public information and interpretation services and facilities for visitors on the land it manages, the Department acknowledges the need to recognise the importance to Ngaati Ruanui of its tikanga, spiritual and historic values.
- 14.3 The Department will work with the Governance Entity at the area office level to encourage respect for Ngaati Ruanui values by seeking to raise public awareness of positive conservation partnerships developed between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations and seminars
- 14.4 The Department will seek advice from the Governance Entity on Ngaati Ruanui tikanga and values with respect to ancestral land, natural and historic resources and other taonga managed by the Department and will endeavour to ensure that:
- 14.4.1 Ngaati Ruanui tikanga and values are respected in the provision of visitors' facilities, public information and Department publications;
  - 14.4.2 accurate information is provided about Ngaati Ruanui in the Department's public information and the Department's publications;

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- 14.4.3 the Department will so far as possible obtain the consent of Ngaati Ruanui through the Governance Entity prior to the utilisation, publication and/or disclosure of information pertaining to Ngaati Ruanui;
- 14.4.4 Department information on new panels, signs, and visitor publications includes Ngaati Ruanui perspectives and references to the significance of the sites to Ngaati Ruanui where appropriate, including the use of traditional Ngaati Ruanui place names; and
- 14.4.5 the Department will encourage Ngaati Ruanui participation, through the Governance Entity, in the Department's volunteer and conservation events programmes.
15. **PROVISION OF TECHNICAL ASSISTANCE TO THE GOVERNANCE ENTITY AS AN ADMINISTERING BODY**
- 15.1 The Department, on behalf of the Minister, may provide (with or without charge subject to further agreement between the parties) conservation advice, guidance, technical and related assistance to the Governance Entity under section 39 of the Reserves Act 1977.
- 15.2 The scope of technical assistance may include matters connected with the administration, management, or development of the Makino Scenic Reserve that has been provided as cultural redress in **clause 9.2.13** of the Deed of Settlement.
- 15.3 The provision of technical assistance is subject to the exercise and performance of the Department's statutory functions, powers and processes under the Act; and such provisions of the Reserves Act 1977 that may apply.
- 15.4 In particular, it is accepted by the Governance Entity and recorded that the provision of any technical assistance by the Department may require specific funding and/or provision within the relevant conservancy business plan. The process for the Department to provide any technical assistance in relation to reserves in any business year will be as follows:
- 15.4.1 the Governance Entity requests in writing and provides detail of the scope of technical assistance it seeks from the Department;
- 15.4.2 the Department will meet with the Governance Entity at conservancy or area office level as appropriate, as soon as practicable after receipt of the request to discuss and consider the ability to fulfil that request having regard to relevant priorities in the operative conservancy business plan, other national policy documents and any conservation management strategy and/or conservation management plan that may affect the particular reserve concerned; and
- 15.4.3 the decision on whether any specific technical assistance can be provided and on what terms (including charging) will be made by the Conservator and provided in writing to the Governance Entity. If the parties identify that the provision of technical assistance is desirable to achieve net conservation gains, but such provision can not be given in the current financial year, then the Conservator may agree to progress the technical assistance request through the annual business planning process as provided for under **clause 6** of this protocol.



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**PART 1: PROTOCOLS: DOC PROTOCOL**

Date:

**SIGNED** for and on behalf of )  
**HER MAJESTY THE** )  
**QUEEN in right of New Zealand** by )  
[ ] )  
the Minister of Conservation )

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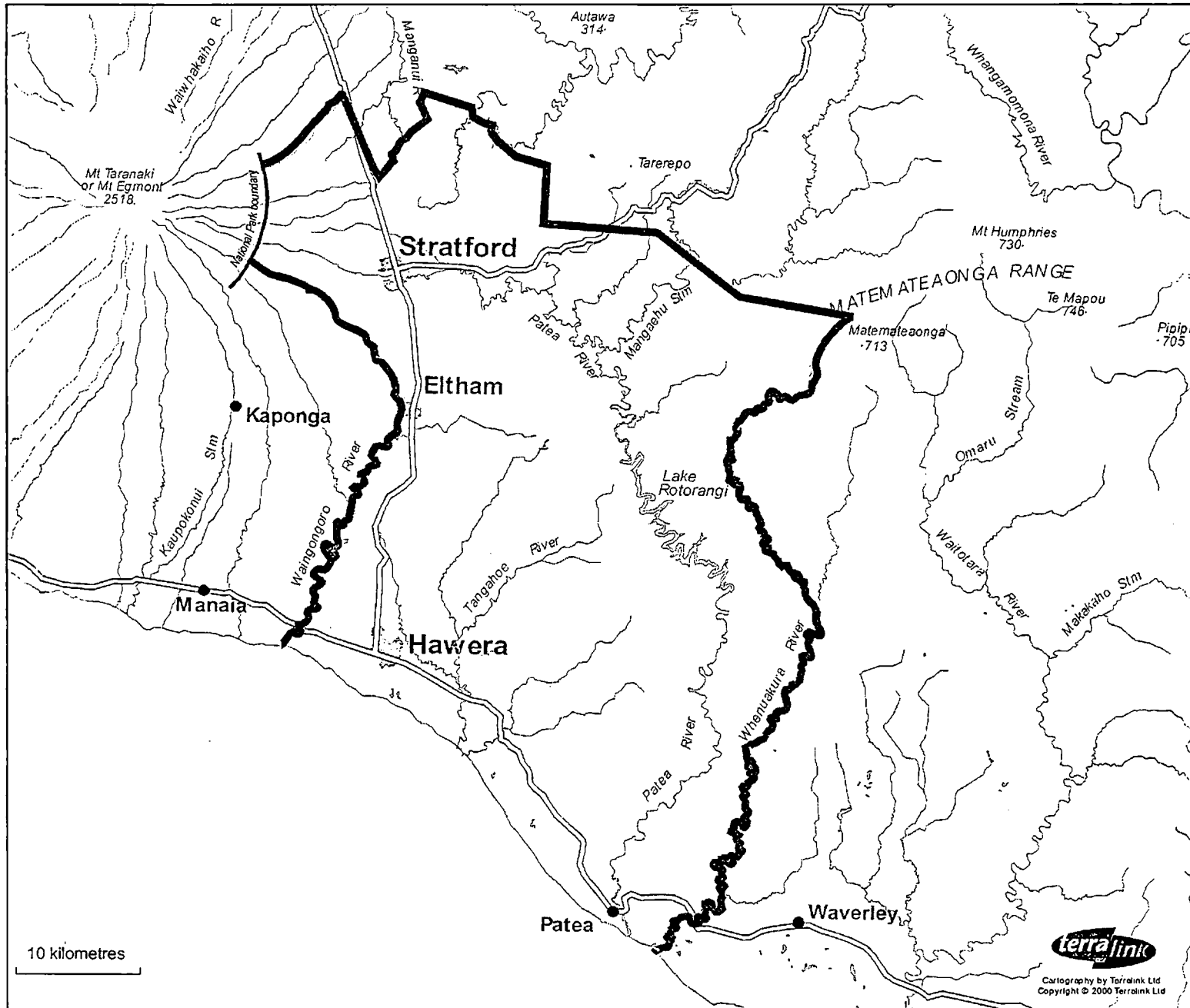
**ATTACHMENT A:**

**DOC PROTOCOL AREA**

The map follows this page.

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DOC PROTOCOL AREA  
FOR NGAATI RUANUI



10 kilometres



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PART 1: PROTOCOLS: DOC PROTOCOL

ATTACHMENT B:

TERMS OF ISSUE

1. DEFINITIONS

In this Attachment terms defined in this DOC Protocol have the same meaning and:

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

**Governance Entity** means *[insert name and description once entity established in accordance with the Deed]*;

**Ngaati Ruanui** has the meaning set out in **clause 1.4** 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 DOC Protocol.

2. AUTHORITY TO ISSUE, AMEND OR CANCEL PROTOCOLS

2.1 Section [ ] of the Settlement Legislation provides that:

2.1.1 subject to **clause 2.1.2(b)**, the Minister may issue a Protocol and may amend or cancel that Protocol; and

2.1.2 a Protocol may be amended or cancelled at the initiative of:

- (a) the Governance Entity; or
- (b) the Minister only after consulting with, and having particular regard to the views of, the Governance Entity.

3. PROTOCOL SUBJECT TO RIGHTS AND OBLIGATIONS

3.1 Section [ ] of the Settlement Legislation provides that the Protocol will not:

3.1.1 restrict the ability of the Crown to:

- (a) perform its functions and duties, and exercise its powers, in accordance with the law and government policy; and
- (b) introduce legislation (including amending legislation) and change government policy; or
- (c) interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whanau or other representatives of tangata whenua;

3.1.2 detract from the responsibilities of the Minister or the Department; or

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## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 1: PROTOCOLS: DOC PROTOCOL

3.1.3 restrict the legal rights of Ngaati Ruanui.

#### 4. NOTING OF PROTOCOLS

4.1 Section [ ] of the Settlement Legislation provides that:

4.1.1 the existence of the DOC Protocol (once issued and as amended from time to time) together with a summary of the terms of issue of the DOC Protocol, must be noted in conservation management strategies, conservation management plans and national park management plans from time to time affecting the DOC Protocol Area; and

4.1.2 the noting of the DOC Protocol under **clause 9.1.3(a)** of the Deed of Settlement:

(a) is for the purpose of public notice only; and

(b) is not an amendment to the relevant strategies or plans for the purposes of section 171 of the Act or section 46 of the National Parks Act 1980.

#### 5. ENFORCEABILITY OF PROTOCOLS

5.1 Section [ ] of the Settlement Legislation provides that:

5.1.1 the Crown must comply with its obligations under a Protocol as long as the Protocol is in force; and

5.1.2 if the Crown fails, without good cause, to comply with its obligations under a Protocol, the Governance Entity may, subject to the Crown Proceedings Act 1950, enforce the Protocol, but may not recover damages, or any form of monetary compensation (other than any costs related to the bringing of proceedings awarded by a Court), from the Crown.

5.2 The provisions included in the Settlement Legislation under **clause 9.1.16** of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

#### 6. BREACH OF PROTOCOLS NOT BREACH OF DEED

6.1 The Deed of Settlement provides that a failure by the Crown to comply with its obligations under a Protocol is not a breach of the Deed.

#### 7. LIMITATION OF RIGHTS

7.1 Section [ ] of the Settlement Legislation provides that the DOC Protocol does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed or administered, or flora and fauna managed or administered, under the Act or the statutes listed in the First Schedule to the Act.

**FISHERIES PROTOCOL**

**(Clause 9.1.5)**

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DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: FISHERIES PROTOCOL

A PROTOCOL Issued by the CROWN through the MINISTER OF FISHERIES and CHIEF EXECUTIVE, MINISTRY OF FISHERIES regarding INTERACTION with NGAATI RUANUI on FISHERIES ISSUES

1. INTRODUCTION

- 1.1 Under the deed of settlement dated [ ] between Ngaati Ruanui and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Fisheries (the "Minister") would issue a protocol (the "Fisheries Protocol") setting out how the Ministry of Fisheries (the "Ministry") will interact with the Ngaati Ruanui Governance Entity (the "Governance Entity") in relation to matters specified in the Fisheries Protocol. These matters are:
- 1.1.1 recognition of the interests of Ngaati Ruanui in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area, including provisions covering:
    - taonga fish species;
    - tuna (eel);
    - paua fishery; and
    - prohibition of commercial harvest;
  - 1.1.2 development of sustainability measures, fisheries regulations and Fisheries Plans (as defined in clause 6.1);
  - 1.1.3 customary non-commercial fisheries management;
  - 1.1.4 research planning;
  - 1.1.5 nature and extent of fisheries services;
  - 1.1.6 contracting for services; and
  - 1.1.7 employment of staff with customary non-commercial fisheries responsibilities.
- 1.2 The Governance Entity is the body representative of the whanau, hapu and iwi of Ngaati Ruanui who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Ngaati Ruanui also has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries through its tino rangatiratanga and kaitiakitanga. This derives from Ngaati Ruanui's status as tangata whenua in the Fisheries Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
- 1.4 The Ministry and the Governance Entity are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this Fisheries Protocol, as set out in this Fisheries Protocol.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

1.5 The Minister and the Chief Executive of the Ministry (the “**Chief Executive**”) have certain functions, powers and duties in terms of the Fisheries Legislation and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngaati Ruanui and the Ministry consistent with the sustainable utilisation of fisheries, this protocol sets out how the Ministry, the Minister and Chief Executive will exercise their functions, powers and duties in relation to matters set out in this protocol. The Governance Entity will have the opportunity for input into the policy, planning and decision-making processes relating to the matters set out in this protocol.

#### 2. PROTOCOL AREA

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

#### 3. TERMS OF ISSUE

3.1 This protocol is issued pursuant to section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the “**Settlement Legislation**”) and **clause 9.1.5** of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

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

#### 4. IMPLEMENTATION AND COMMUNICATION

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

4.1.1 The Ngaati Ruanui Environmental Officer (the “**EO**”) will be the contact person for the Governance Entity in relation to the Fisheries Protocol. Contact details will be provided by the Governance Entity to the Department;

4.1.2 The Senior Fisheries Manager responsible for fisheries management in the Taranaki area (the “**SFM Taranaki**”) will be the primary Ministry contact person for the EO and he or she will act as a liaison person with other Ministry staff;

4.1.3 The SFM Taranaki will meet with the EO every six months at a mutually acceptable venue to review implementation of this protocol. The meetings will be timed to enable the Governance Entity to have input into the Ministry’s annual business planning and policy development, particularly at the time when priorities are being set for the following year. The frequency of these meetings may be varied by mutual agreement; and

4.1.4 The SFM Taranaki and other relevant Ministry staff will attend an annual hui at the invitation of the Governance Entity to review the Ministry’s activities over the previous year, to report on matters of significance to Ngaati Ruanui and to discuss with Ngaati Ruanui its concerns on conservation issues within the Fisheries Protocol Area, and any other issues of mutual concern in fisheries management.

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## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

#### 4.2 The Ministry will:

4.2.1 train relevant staff on this protocol and provide ongoing training as required, and invite the EO and other Ngaati Ruanui people nominated by the Governance Entity to participate or assist in this training; and

4.2.2 inform relevant fisheries stakeholders about this protocol and the settlement of the historical claims of Ngaati Ruanui, and provide ongoing information as required.

#### 5. SPECIES OF FISH, AQUATIC LIFE AND SEAWEED

##### Taonga Fish Species

5.1 The Crown, through the Minister and Chief Executive, recognises that Ngaati Ruanui have a customary non-commercial interest in, and a special relationship with, all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area and managed by the Ministry under the Fisheries Legislation. The Ministry also recognises the particular customary non-commercial interest of Ngaati Ruanui in the Taonga Fish Species (Ministry of Fisheries) specified in **Attachment C**.

##### Paua

5.2 The Ministry recognises that Ngaati Ruanui have a customary non-commercial interest in the Paua Fishery in the Fisheries Protocol Area and the Deed of Settlement contains undertakings which reflect the particular significance of the Paua Fishery in the Fisheries Protocol Area to Ngaati Ruanui.

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

5.3 Pursuant to **clause 9.6.1** of the Deed of Settlement, the taking of the following species as target species for commercial purposes is, or will be from the Settlement Date, prohibited within the Fisheries Protocol Area:

5.3.1 blue mussel (kuku);

5.3.2 greenlipped mussel (kuku);

5.3.3 lamprey (piharau);

5.3.4 pipi;

5.3.5 mud snail (waikaka);

5.3.6 catseye (pupu);

5.3.7 sea urchin (kina); and

5.3.8 freshwater crayfish (waikoura).

5.4 Pursuant to **clause 9.6.2** of the Deed of Settlement:

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

- 5.4.1 if it is demonstrated to the satisfaction of the Minister that there are sufficient quantities of any of the species referred to in **clause 5.3** to provide for a commercial catch of that species, the Minister will consult with the advisory committee referred to in **clause 9.1.20** of the Deed of Settlement in respect of any proposal to authorise the commercial taking of that species (a "**Commercial Catch Proposal**") in accordance with:
- (a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
  - (b) section 12 of the Fisheries Act 1996;
- 5.4.2 the Minister will consult with the advisory committee referred to in **clause 9.1.20** of the Deed of Settlement in relation to any proposal for the commercial fishing of the Paua Fishery in the Fisheries Protocol Area (a "**Paua Commercial Catch Proposal**"); and
- 5.4.3 the Minister will, in considering a Commercial Catch Proposal or a Paua Commercial Catch Proposal, ensure that the customary non-commercial fishing interests of Ngaati Ruanui in the species concerned are recognised and provided for in accordance with:
- (a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
  - (b) where the Commercial Catch Proposal relates to the setting or varying of the Total Allowable Commercial Catch, section 21 of the Fisheries Act 1996.

#### Tuna/Eels

- 5.5 The Ministry recognises that Ngaati Ruanui have a customary non-commercial interest in the tuna (eel) fishery within the Fisheries Protocol Area and in particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna (eel).
- 5.6 Pursuant to **clause 9.6.8** of the Deed of Settlement in each of the three years after the Settlement Date, upon receipt of written notice that the Governance Entity intends to apply to the Minister for a special permit under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996, Ministry staff shall meet with representatives of the Governance Entity, at a mutually acceptable venue and consult with the Governance Entity on:
- 5.6.1 the maximum quantity of undersize tuna (eel) that is likely to be permitted to be taken under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996 (the "**Permitted Catch**") from each of not more than three sites within the Fisheries Protocol Area specified by the Governance Entity to the Ministry in writing (up to a maximum of nine sites during the three year period after the Settlement Date); and
  - 5.6.2 the likely conditions of any Permitted Catch under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch in:

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

- (a) Waterways in the Fisheries Protocol Area; and
- (b) aquacultural farms.

5.7 In recognition of the particular importance of the tuna (eel) fishery to Ngaati Ruanui, the Chief Executive will consider, in accordance with the relevant legislation and operational processes, any application from the Governance Entity for a special permit to take undersized tuna (elvers or glass eels) from Waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.

5.8 For the purposes of clauses 5.5 to 5.7:

5.8.1 tuna (eel) is defined as:

- (a) *anguilla dieffenbachii* (longfinned eel);
- (b) *anguilla australis* (shortfinned eel); and
- (c) *anguilla rheinhartii*; and

5.8.2 undersized tuna is defined as tuna (eel) with a weight of less than 220 grams.

## 6. DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS

6.1 If any person is exercising powers or functions, under the Fisheries Legislation or the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, relating to the setting of sustainability measures, or the making of fisheries regulations, or the development/implementation of a fisheries plan for the purposes of section 11A of the Fisheries Act 1996 (a "Fisheries Plan"), for any species of fish, aquatic life or seaweed within the Fisheries Protocol Area, that person must:

6.1.1 provide the Governance Entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of Fisheries Plans;

6.1.2 inform the EO within the Governance Entity, in writing, of any proposed changes in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of Fisheries Plans as soon as reasonably practicable to enable Ngaati Ruanui to respond in an informed way;

6.1.3 meet with the Governance Entity to discuss any proposed sustainability measures, fisheries regulations, or Fisheries Plans, if requested by the Governance Entity to do so;

6.1.4 provide opportunities for the Governance Entity to participate and have input into any process to consider sustainability measures, fisheries regulations, or Fisheries Plans, including any proposals put forward by the Governance Entity itself;

6.1.5 incorporate the views of the Governance Entity into any advice given to the Minister or other stakeholders on matters that affect their interests and provide a copy of that advice to the Governance Entity; and

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

6.1.6 report back to the Governance Entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans.

#### 7. MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

7.1 The Ministry undertakes to provide the Governance Entity with information and assistance to assist in the management of customary non-commercial fisheries and the implementation and administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include but is not limited to:

7.1.1 discussions with the Ministry's Fisheries Management and Compliance teams on the implementation of the regulations within the Fisheries Protocol Area; and

7.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area.

#### 8. RESEARCH PLANNING PROCESS

8.1 The Ministry will provide the Governance Entity with all reasonably available background information (including information on processes, timelines and Ministry objectives) so that the Governance Entity may have input into and participate in the research planning process of the Ministry.

8.2 The Ministry will consult with the Governance Entity on all research proposals for fisheries within the Fisheries Protocol Area.

8.3 The Ministry will provide the Governance Entity, within 30 working days of the execution of the Fisheries Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time, the Ministry will inform the Governance Entity about those changes.

#### 9. NATURE AND EXTENT OF FISHERIES SERVICES

9.1 The Ministry will each year consult with the Governance Entity on the nature and extent of services that the Ministry is planning on providing within the Fisheries Protocol Area in the following year, including any recovery of costs for the provision of those services from the commercial fishing industry, where appropriate.

#### 10. CONTRACTING FOR SERVICES

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

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

11.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Ngaati Ruanui.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: FISHERIES PROTOCOL**

11.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Ngaati Ruanui, and may be achieved by one or more of the following:

11.2.1 direct notification of the vacancy;

11.2.2 consultation on the job description and work programme;

11.2.3 consultation on the location of the position; and

11.2.4 input into the selection of the interview panel.

**Date:**

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN in right** )  
**of New Zealand by** )  
[ ] )  
the Minister of Fisheries )

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: FISHERIES PROTOCOL**

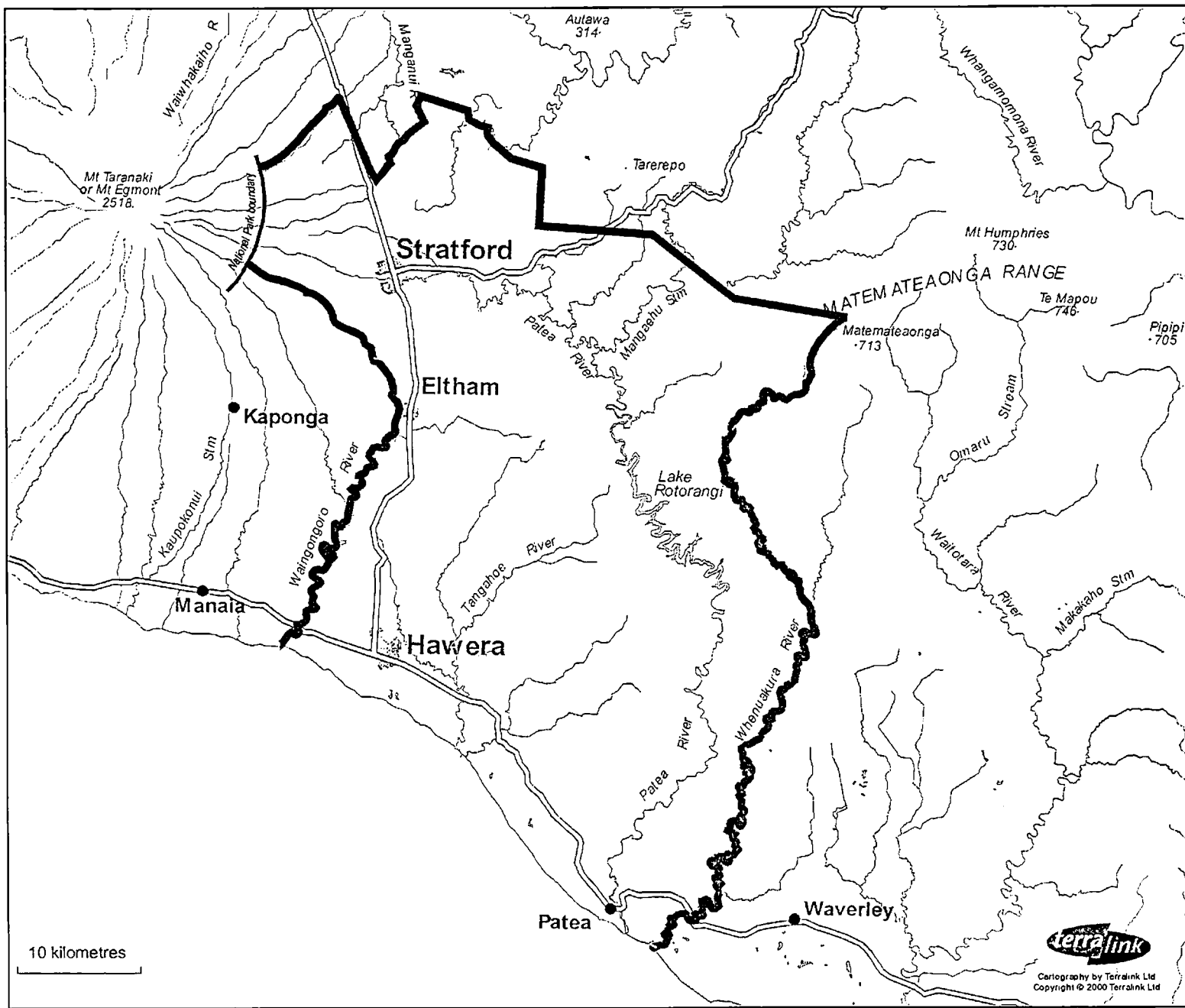
**ATTACHMENT A**

**FISHERIES PROTOCOL AREA**

The map follows this page.

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FISHERIES PROTOCOL AREA  
FOR NGAATI RUANUI



10 kilometres



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## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

#### ATTACHMENT B

#### TERMS OF ISSUE

##### 1. DEFINITIONS

In this Attachment terms defined in this Fisheries Protocol have the same meaning and:

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

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

**Governance Entity** means *[insert name and description once entity established in accordance with the Deed]*;

**Ngaati Ruanui** has the meaning set out in **clause 1.4** 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 Fisheries Protocol.

##### 2. AUTHORITY TO ISSUE, AMEND OR CANCEL PROTOCOLS

2.1 Section [ ] of the Settlement Legislation provides that:

2.1.1 subject to **clause 2.1.2(b)**, the Minister may issue a Protocol and may amend or cancel that Protocol; and

2.1.2 a Protocol may be amended or cancelled at the initiative of:

- (a) the Governance Entity; or
- (b) the Minister only after consulting with, and having particular regard to the views of, the Governance Entity.

##### 3. PROTOCOLS SUBJECT TO RIGHTS AND OBLIGATIONS

3.1 Section [ ] of the Settlement Legislation provides that the Protocol will not:

3.1.1 restrict the ability of the Crown to:

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



## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

- (c) interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whanau or other representatives of tangata whenua;

3.1.2 detract from the responsibilities of the Minister or the Ministry; or

3.1.3 restrict the legal rights of Ngaati Ruanui.

#### 4. NOTING OF PROTOCOLS

4.1 Section [ ] of the Settlement Legislation provides that:

4.1.1 the existence of the Fisheries Protocol, (once issued, and as amended from time to time), together with a summary of the terms of issue of the Fisheries Protocol, must be noted in Fisheries Plans from time to time affecting the Fisheries Protocol Area; and

4.1.2 the noting of the Fisheries Protocol under **clause 9.1.6(a)** of the Deed of Settlement:

(a) is for the purpose of public notice only; and

(b) is not an amendment to the relevant plans for the purposes of section 11A of the Fisheries Act 1996.

#### 5. ENFORCEABILITY OF PROTOCOLS

5.1 Section [ ] of the Settlement Legislation provides that:

5.1.1 the Crown must comply with its obligations under a Protocol as long as the Protocol is in force; and

5.1.2 if the Crown fails, without good cause, to comply with its obligations under a Protocol, the Governance Entity may, subject to the Crown Proceedings Act 1950, enforce the Protocol, but may not recover damages, or any form of monetary compensation (other than any costs related to the bringing of proceedings awarded by a Court), from the Crown.

5.2 The provisions included in the Settlement Legislation under **clause 9.1.16** of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

#### 6. BREACH OF PROTOCOLS NOT BREACH OF DEED

6.1 The Deed of Settlement provides that a failure by the Crown to comply with its obligations under a Protocol is not a breach of the Deed.

#### 7. LIMITATION OF RIGHTS

7.1 Section [ ] of the Settlement Legislation provides that the Fisheries Protocol does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any assets or other property rights held, managed or administered under the Fisheries Legislation (including fish, aquatic life or seaweed).

DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT C

(Fisheries Protocol clause 5.1)

**TAONGA FISH SPECIES (MINISTRY OF FISHERIES)**

Fish Species

Maori Name	Common Name	Formal Name
Hapuka	Groper	<i>Polypion oxygenios</i>
Kaero	Sea tulip	<i>Pyura pachydermatum</i>
Kahawai	Sea trout	<i>Arripus trutta</i>
Kanae	Mullet	<i>Mugil cephalus</i>
Koeke	Common shrimp	<i>Palaemon affinis</i>
Marari	Butterfish	<i>Odax pullus</i>
Moki	Blue moki	<i>Latridopsis ciliaris</i>
Paraki/Ngaiorre	Common smelt	<i>Retropinna retropinna</i>
Para	Frostfish	<i>Lepidopus caudatus</i>
Patiki mohoao	Black flounder	<i>Rhombosolea retiaria</i>
Patiki rore	New Zealand sole	<i>Peltorhamphus novaezeelandiae</i>
Patiki tore	Lemon sole	<i>Pelotretis flavilatus</i>
Patiki totara	Yellowbelly	<i>Rhombosolea leporina</i>
Patiki	Sand flounder	<i>Rhombosolea plebeia</i>
Patukituki	Rock Cod	<i>Parapercis colias</i>
Pioke	School shark/rig	<i>Galeorhinus galeus</i>
Reperepe	Elephant fish	<i>Callorhynchus mllii</i>
Tuna heke	Eel – long finned	<i>Anguilla dieffenbachii</i>
Tuna roa	Eel – short finned	<i>Anguilla australis</i>
Wheke	Octopus	<i>Octopus maorum</i>
Koiro, ngoiro, totoke, hao, ngoio, ngoingoi, putu	Conger eel	<i>Conger verreauxi</i>
Koura	Rock lobster/Crayfish	<i>Jasus edwardsii</i>
Kaunga	Hermit crab	<i>Pagurus novaeseelandiae</i>
Papaka parupatu	Mud crab	<i>Helice sp.</i>
Papaka	Paddlecrab	<i>Ovalipes catharus</i>
Kotore, humenga	Sea anemone	<i>Cnidaria group</i>

DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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PART 1: PROTOCOLS: FISHERIES PROTOCOL

Rore, rori	Sea cucumber	<i>Stichopus mollis</i>
Patangatanga, patangaroa, pekapeka	Starfish	<i>Echinoderms</i>

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: PROTOCOLS: FISHERIES PROTOCOL**

**Shellfish**

<b>Maori Name</b>	<b>Common Name</b>	<b>Formal Name</b>
Kina	Sea urchin/kina	<i>Evechinus chloroticus</i>
Kutae/Kuku	Green lipped mussel	<i>Perna canaliculus/mytilus edulis</i>
Kutae/Kuku	Blue mussel	<i>Perna canaliculus/mytilus edulis</i>
Paua	Paua – black foot (Abalone)	<i>Haliotis iris</i>
Hihiwa	Paua – yellow foot	<i>Haliotis australis</i>
Pipi/kakahi	Pipi	<i>Paphies australe</i>
Pupu	Pupu	<i>Turbo smaragdus/ zediloma spp</i>
Purimu	Surfclam	<i>Dosinia anus, Paphies donacina, Mactra discor, Mactra murchsoni, Spisula aequilateralis, Basina yatei, or Dosinia subrosa</i>
Rori	Seasnail	<i>Scutus breviculus</i>
Tuangi	Cockle	<i>Austrovenus stutchburgi</i>
Tuatua	Tuatua	<i>Paphies subtriangulata, Paphies donacina</i>
Waharoa	Horse mussel	<i>Atrina zelandica</i>
Waikaka	Mudsnail	<i>Amphibola crenata, Turbo smaragdus, Zedilom spp.</i>
Karauria, ngakihi, tio, repe	Rock oyster	<i>Crassostrea glomerata</i>
Kuakua, pure, tipa, tipai, kopa	Scallop	<i>Pecten novaezelandiae</i>

**MED PROTOCOL**

**(Clause 9.1.8)**

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: PROTOCOLS: MED PROTOCOL**

**A PROTOCOL issued by the CROWN through the  
MINISTER OF ENERGY  
regarding CONSULTATION with NGAATI RUANUI by  
the MINISTRY OF ECONOMIC DEVELOPMENT  
on the ADMINISTRATION of CROWN OWNED MINERALS**

**1. INTRODUCTION**

- 1.1 Under the deed of settlement dated [ ] between Ngaati Ruanui and the Crown (the "Deed of Settlement") the Crown agreed that the Minister of Energy (the "Minister") would issue a protocol (the "MED Protocol") setting out how the Ministry of Economic Development (the "Ministry") will interact with the Ngaati Ruanui Governance Entity (the "Governance Entity") on matters specified in the MED Protocol.
- 1.2 Both the Ministry and Ngaati Ruanui are seeking a healthy and constructive relationship based on the principles of the Treaty of Waitangi.
- 1.3 The purpose of the Crown Minerals Act 1991 (the "Act") is to restate and reform the law relating to the management of Crown Owned Minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of the Treaty of Waitangi.
- 1.4 The Minister is responsible under the Act for the preparation of minerals programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 Ngaati Ruanui carries responsibilities arising from kaitiakitanga and rangatiratanga in relation to the MED Protocol Area. These derive from Ngaati Ruanui's status as tangata whenua in the MED Protocol Area and are linked to whakapapa and have important cultural and spiritual dimensions. These matters are relevant to the Crown's exercise of its functions under the Act including the administration of petroleum in the MED Protocol Area.
- 1.6 This MED Protocol will affect the Ministry's administration of petroleum under the Act in the MED Protocol Area.

**2. PURPOSE OF THIS PROTOCOL**

- 2.1 With the intent of creating a constructive relationship between Ngaati Ruanui and the Ministry in relation to petroleum resources administered in accordance with the Act in the MED Protocol Area, this protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this protocol. The Governance Entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this protocol in accordance with the Act and the relevant minerals programme in respect of petroleum pursuant to section 18 of the Act (the "Minerals Programme for Petroleum").

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## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 1: PROTOCOLS: MED PROTOCOL

#### 3. PROTOCOL AREA

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

#### 4. TERMS OF ISSUE

- 4.1 This protocol is issued pursuant to section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the “**Settlement Legislation**”) and **clause 9.1.8** of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This protocol must be read subject to the terms of issue set out in **Attachment B**.

#### 5. CONSULTATION

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

##### **New Minerals Programme for Petroleum**

- 5.1.1 on the preparation of new Minerals Programmes for Petroleum which relate, whether wholly or in part, to the MED Protocol Area;

##### **Petroleum Exploration Permit Block Offers**

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

##### **Other Petroleum Exploration Permit Applications**

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

##### **Amendments To Petroleum Exploration Permits**

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

- 5.2 Each decision on a proposal referred to in **clause 5.1** will be made having regard to any matters raised as a result of consultation with the Governance Entity, and having regard to the principles of the Treaty of Waitangi, particularly as those principles are set out in the Minerals Programmes for Petroleum from time to time, and taking into account the circumstances of each case.

#### 6. IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act (as provided for in the Minerals Programme for Petroleum) to consult with parties whose interests may be affected by petroleum exploration. The Crown agrees that if petroleum exploration in the MED Protocol Area may affect the interests of Ngaati Ruanui the Ministry will consult with the Governance Entity in

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: MED PROTOCOL**

accordance with this protocol and in accordance with the Minerals Programme for Petroleum.

- 6.2 The basic principles that will be followed by the Ministry in each case are:
- 6.2.1 ensuring that there is early consultation with the Governance Entity at the onset of the decision making processes in relation to any matters under **clause 5** of this protocol;
  - 6.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in **clause 5** of this protocol;
  - 6.2.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process, and the consideration of submissions by the Governance Entity in relation to any of the matters described in **clause 5** of this protocol; and
  - 6.2.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in **clause 5** of this protocol.
- 6.3 The Ministry will seek to fulfil its obligations under this protocol by:
- 6.3.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
  - 6.3.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this protocol;
  - 6.3.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this protocol; and
  - 6.3.4 providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this protocol.

**Date:**

**SIGNED** for and on behalf of )  
**HER MAJESTY THE** )  
**QUEEN in right of New Zealand** by )  
[ ] )  
Minister of Energy )

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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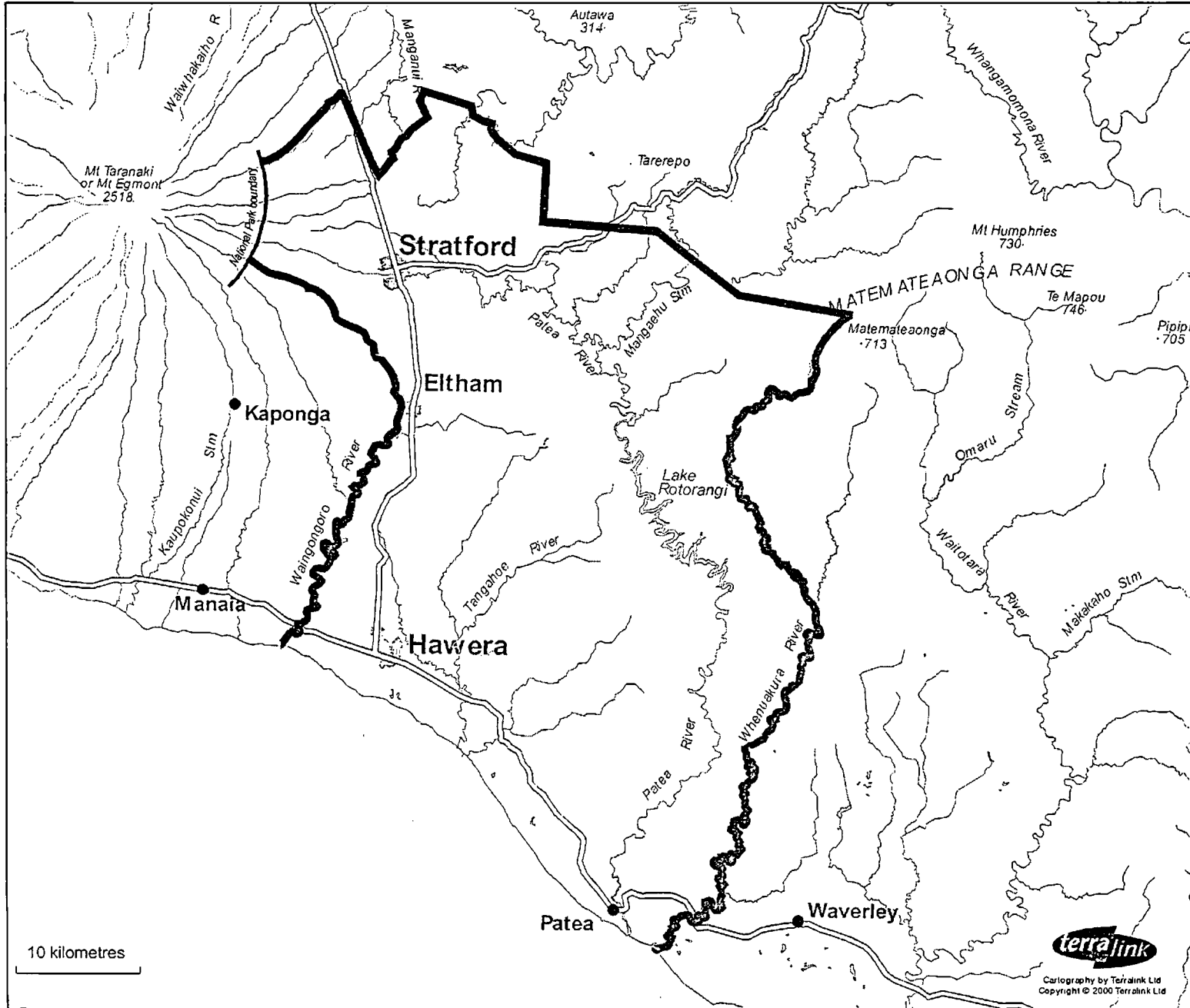
**PART 1: PROTOCOLS: MED PROTOCOL**

**ATTACHMENT A**

**MAP OF MED PROTOCOL AREA**

The map follows this page.

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**MED PROTOCOL AREA  
FOR NGAATI RUANUI**

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Cartography by Terralink Ltd  
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ATTACHMENT B

TERMS OF ISSUE

1. DEFINITIONS

In this Attachment terms defined in this MED Protocol have the same meaning and:

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

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

**Governance Entity** means *[insert name and description once entity established in accordance with the Deed]*;

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

**Ngaati Ruanui** has the meaning set out in clause 1.4 of the Deed of Settlement;

**Petroleum** means:

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

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

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: MED PROTOCOL

#### 2. AUTHORITY TO ISSUE, AMEND OR CANCEL PROTOCOLS

2.1 Section [ ] of the Settlement Legislation provides that:

2.1.1 subject to **clause 2.1.2(b)**, the Minister may issue a Protocol and may amend or cancel that Protocol; and

2.1.2 a Protocol may be amended or cancelled at the initiative of:

(a) the Governance Entity; or

(b) the Minister only after consulting with, and having particular regard to the views of, the Governance Entity.

#### 3. PROTOCOLS SUBJECT TO RIGHTS AND OBLIGATIONS

3.1 Section [ ] of the Settlement Legislation provides that the Protocol will not:

3.1.1 restrict the ability of the Crown to:

(a) perform its functions and duties, and exercise its powers, in accordance with the law and government policy; and

(b) introduce legislation (including amending legislation) and change government policy; or

(c) interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whanau or other representatives of tangata whenua;

3.1.2 detract from the responsibilities of the Minister or the Ministry; or

3.1.3 restrict the legal rights of Ngaati Ruanui.

#### 4. NOTING OF PROTOCOLS

4.1 Section [ ] of the Settlement Legislation provides that:

4.1.1 the existence of the MED Protocol (once issued and as amended from time to time) together with a summary of the terms of issue of the MED Protocol, must be noted in the relevant minerals programmes when amended from time to time; and

4.1.2 the noting of the MED Protocol issued under **clause 9.1.8** of the Deed of Settlement is for the purpose of public notice only.

#### 5. ENFORCEABILITY OF PROTOCOLS

5.1 Section [ ] of the Settlement Legislation provides that:

5.1.1 the Crown must comply with its obligations under a Protocol as long as the Protocol is in force; and

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 1: PROTOCOLS: MED PROTOCOL

- 5.1.2 if the Crown fails, without good cause, to comply with its obligations under a Protocol, the Governance Entity may, subject to the Crown Proceedings Act 1950, enforce the Protocol, but may not recover damages, or any form of monetary compensation (other than any costs related to the bringing of proceedings awarded by a Court), from the Crown.
- 5.2 The provisions included in the Settlement Legislation under **clause 9.1.16** of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.
6. **BREACH OF PROTOCOLS NOT BREACH OF DEED**
- 6.1 The Deed of Settlement provides that a failure by the Crown to comply with its obligations under a Protocol is not a breach of the Deed.
7. **LIMITATION OF RIGHTS**
- 7.1 Section [ ] of the Settlement Legislation provides that the MED Protocol does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any Crown Owned Minerals held, managed or administered under the Act, or any other relevant legislation.

**ANTIQUITIES PROTOCOL**

**(Clause 9.1.11)**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

**A PROTOCOL issued by the CROWN through the  
MINISTER FOR ARTS, CULTURE AND HERITAGE and  
CHIEF EXECUTIVE OF THE MINISTRY FOR CULTURE AND HERITAGE  
regarding INTERACTION with NGAATI RUANUI  
on ANTIQUITIES ISSUES**

#### 1. INTRODUCTION

- 1.1 Under the deed of settlement dated [ ] between Ngaati Ruanui and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “**Minister**”), would issue a protocol (the “**Antiquities Protocol**”) setting out how the Ministry for Culture and Heritage (the “**Ministry**”) will interact with the Ngaati Ruanui Governance Entity (the “**Governance Entity**”) on matters specified in the Antiquities Protocol. These matters are:
- 1.1.1 newly found Artifacts;
  - 1.1.2 the export of Artifacts; and
  - 1.1.3 the Antiquities legislative framework.
- 1.2 The Minister and the Chief Executive of the Ministry (the “**Chief Executive**”) or other such persons acting in those capacities, and Ngaati Ruanui are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this Antiquities Protocol, as set out in this Antiquities Protocol.
- 1.3 Ngaati Ruanui has an interest in relation to the preservation, protection and management of its Artifacts through its tino rangatiratanga and kaitiakitanga. This derives from Ngaati Ruanui’s status as tangata whenua in the Antiquities Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 The Minister and Chief Executive have certain functions, powers and duties in terms of the Antiquities Act 1975 (the “**Act**”). In exercising such functions, powers and duties, the Minister and Chief Executive will provide the Governance Entity with the opportunity for input, in the policy and decision making processes relating to the matters set out in this protocol.
- 1.5 The Prime Minister authorises the Minister to be the Minister of the Crown responsible for the Act. The Minister and Chief Executive will notify the Governance Entity of the office, name and contact details of the person acting in those capacities from time to time.

#### 2. PROTOCOL AREA

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

#### 3. TERMS OF ISSUE

- 3.1 This protocol is issued pursuant to section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the "Settlement Legislation") and clause 9.1.11 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This protocol must be read subject to the terms of issue set out in **Attachment B**.

#### 4. OTHER TERMS

- 4.1 Other terms are defined in **Attachment C** of this protocol.

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

- 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. The Chief Executive will:

- 5.1.1 provide the Governance Entity on request with access to information held by the Ministry as provided for by the Official Information Act 1982, including information on any Artifact identified as being of Ngaati Ruanui origin, including items found within the Antiquities Protocol Area or found anywhere else in New Zealand;
- 5.1.2 notify the Governance Entity in writing of any registered Artifact found within the Antiquities Protocol Area and of any registered Artifacts identified as being of Ngaati Ruanui origin found anywhere else in New Zealand from the date of signing of this protocol;
- 5.1.3 consult with the Governance Entity when making a decision on who may have custody of an Artifact found within the Antiquities Protocol Area or identified as being of Ngaati Ruanui origin found anywhere else in New Zealand;
- 5.1.4 notify the Governance Entity in writing of the decision made by the Chief Executive on the custody of an Artifact where the Governance Entity has been consulted;
- 5.1.5 consult with the Governance Entity where there are requests from persons or entities for the custody of Artifacts found within the Antiquities Protocol Area or identified as being of Ngaati Ruanui origin found anywhere else in New Zealand;
- 5.1.6 seek from the Governance Entity an expert opinion on any Artifacts of Ngaati Ruanui origin for which a person has applied to the Chief Executive for permission to export from New Zealand; and
- 5.1.7 notify the Governance Entity in writing of the decision made by the Chief Executive on an application to export an Artifact where the expert opinion was sought from the Governance Entity.
- 5.2 The Chief Executive will also:
- 5.2.1 consult with the Governance Entity regarding their concerns and issues, notified by the Governance Entity, about the Antiquities legislative framework;



**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL**

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

5.2.3 train relevant Ministry staff on this protocol, as far as reasonably practicable, and provide ongoing training as required.

**6. THE ROLE OF THE MINISTER UNDER THIS PROTOCOL**

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

6.1.1 refuse permission to remove an Artifact, or Artifacts, from New Zealand; or

6.1.2 impose conditions on an approval to export an Artifact, or Artifacts, from New Zealand;

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

**Date:**

SIGNED for and on behalf of )  
HER MAJESTY THE )  
QUEEN in right of New Zealand by )  
[ ] )  
the Minister for Arts, Culture and Heritage ) \_\_\_\_\_

**and**

by [ ] )  
the Chief Executive of the Ministry for )  
Culture and Heritage ) \_\_\_\_\_

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL**

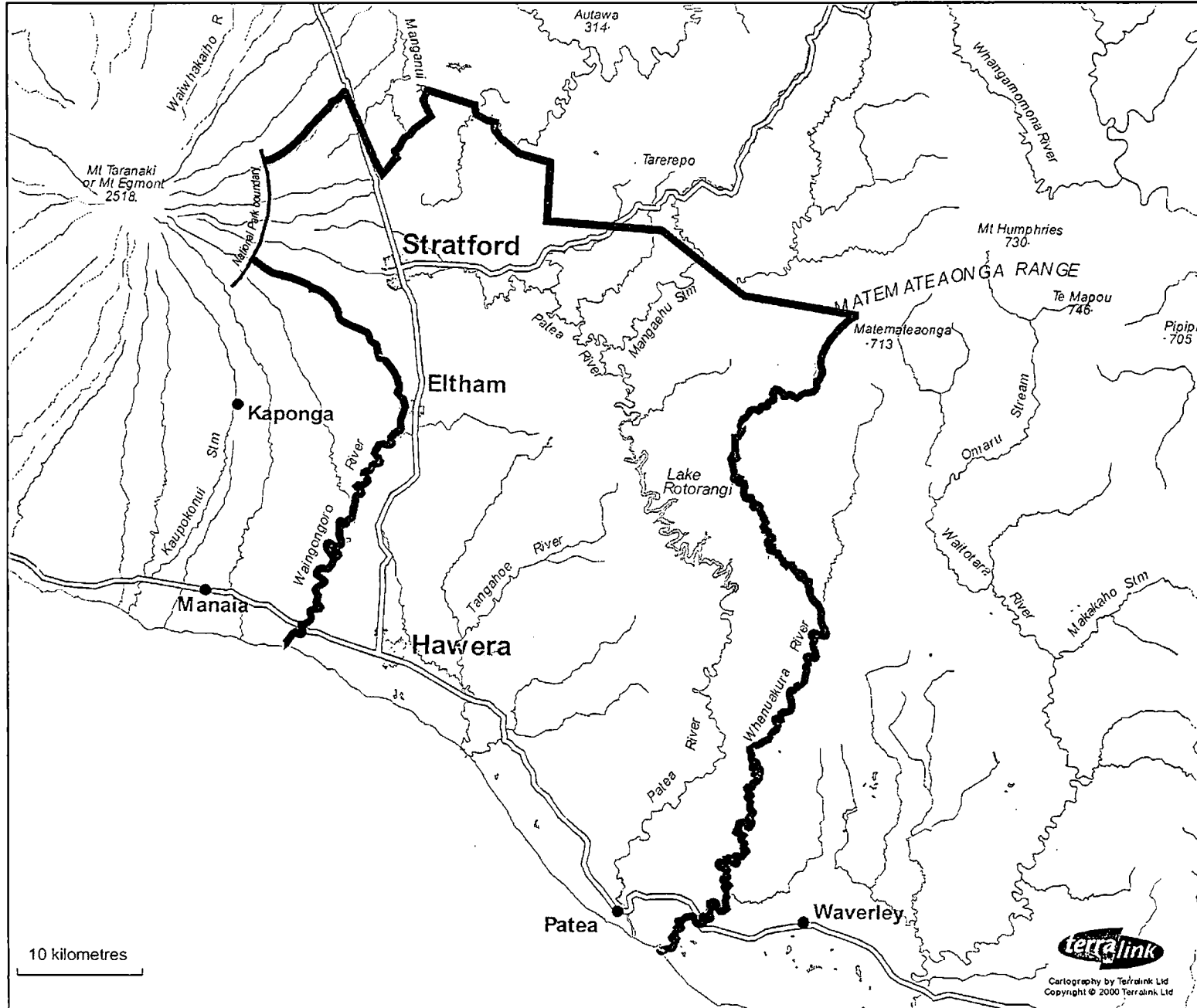
**ATTACHMENT A**

**ANTIQUITIES PROTOCOL AREA**

The map follows this page

*Attachment now*

ANTIQUITIES PROTOCOL AREA  
FOR NGAATI RUANUI



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## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

#### ATTACHMENT B:

#### TERMS OF ISSUE

#### 1. DEFINITIONS

In this Attachment terms defined in this Antiquities Protocol have the same meaning and:

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

**Governance Entity** means *[insert name and description once entity established in accordance with the Deed]*;

**Ngaati Ruanui** has the meaning set out in **clause 1.4** of the Deed of Settlement; and

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

#### 2. AUTHORITY TO ISSUE, AMEND OR CANCEL PROTOCOLS

2.1 Section [ ] of the Settlement Legislation provides that:

2.1.1 subject to **clause 2.1.2(b)**, the Minister may issue a Protocol and may amend or cancel that Protocol; and

2.1.2 a Protocol may be amended or cancelled at the initiative of:

- (a) the Governance Entity; or
- (b) the Minister only after consulting with, and having particular regard to the views of, the Governance Entity.

#### 3. PROTOCOLS SUBJECT TO RIGHTS AND OBLIGATIONS

3.1 Section [ ] of the Settlement Legislation provides that the Protocol will not:

3.1.1 restrict the ability of the Crown to:

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

- (c) interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whanau or other representatives of tangata whenua;

3.1.2 detract from the responsibilities of the Minister or the Ministry; or

3.1.3 restrict the legal rights of Ngaati Ruanui.

#### 4. ENFORCEABILITY OF PROTOCOLS

4.1 Section [ ] of the Settlement Legislation provides that:

4.1.1 the Crown must comply with its obligations under a Protocol as long as the Protocol is in force; and

4.1.2 if the Crown fails, without good cause, to comply with its obligations under a Protocol, the Governance Entity may, subject to the Crown Proceedings Act 1950, enforce the Protocol, but may not recover damages, or any form of monetary compensation (other than any costs related to the bringing of proceedings awarded by a Court), from the Crown.

4.2 The provisions included in the Settlement Legislation under **clause 9.1.16** of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

#### 5. BREACH OF PROTOCOLS NOT BREACH OF DEED

5.1 The Deed of Settlement provides that a failure by the Crown to comply with its obligations under a Protocol is not a breach of the Deed.

#### 6. LIMITATION OF RIGHTS

6.1 Section [ ] of the Settlement Legislation provides that the Antiquities Protocol does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Antiquities or Artifacts, managed or administered under the Act.

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL**

**ATTACHMENT C**

**OTHER TERMS**

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

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL**

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

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

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**PART 2: CULTURAL REDRESS PROPERTIES – SITES**  
**(Clauses 9.2.3, 9.2.6, 9.2.7, 9.2.8, 9.2.10, 9.2.11 and 9.2.13)**

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 2: CULTURAL REDRESS PROPERTIES - SITES**

**SITES TO BE VESTED IN FEE SIMPLE**

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
Turuturu Mokai Site	<p><b>Crown as previous proprietor</b></p> <p>All that land situated in Taranaki Land District, South Taranaki District, comprising 9875 metres square, more or less, being sections 719 and 720, Patea District (SO 9241). Part Gazette Extract 321509.</p> <p>As shown marked A on SO Plan 14728.</p> <p><b>South Taranaki District Council as previous proprietor</b></p> <p>All that land situated in Taranaki Land District, South Taranaki District, comprising:</p> <ul style="list-style-type: none"> <li>- 1.2242 hectares, more or less, being Section 329 Patea District. All Certificate of Title 136/107, South Taranaki District Council;</li> <li>- 5.8098 hectares, more or less, being Lot 1 DP 2257. All Certificate of Title 264/10, South Taranaki District Council; and</li> <li>- 3.7795 hectares, more or less, being Part Section 177 Patea District (SO 9424). All Certificate of Title B1/614, South Taranaki District Council.</li> </ul> <p>As shown marked B on SO Plan 14728.</p>	<p>Subject to an easement over section 329 in relation to access by the South Taranaki District Council and the public to that section, and the protection of a memorial cairn on that section.</p>
Pukemoko Pa Site	<p>All that land situated in Taranaki Land District, South Taranaki District, comprising 2 hectares, more or less, being parts Section 42 Block XII Hawera Survey District (SO 2984), subject to survey. Classified as a Reserve for Scenic Purposes by Gazette Extract 294692.4 (Part).</p> <p>As shown marked A and B on SO Plan 14724.</p>	<p>Nil.</p>

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 2: CULTURAL REDRESS PROPERTIES - SITES**

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
Whakaahurangi Marae Site	<p>All that land situated in Taranaki Land District, Stratford District, comprising:</p> <ul style="list-style-type: none"> <li>- 2795 square metres, more or less, being Section 1 SO 13312. Classified as Local Purpose (Marae) Reserve, Gazette 1992 page 683 (All);</li> <li>- 371 square metres, more or less, being Section 149 Block II Ngaere Survey District (SO 12448). Classified as Local Purpose (Marae) Reserve, Gazette Extract 330841 (All);</li> <li>- 1601 square metres, more or less, being Section 146 Block II Ngaere Survey District (SO 11842). Classified as Local Purpose (Marae) Reserve, Gazette Extract 296154.3 (All); and</li> <li>- 4500 square metres, more or less, being Part Section 147 Block II Ngaere Survey District (SO 11842), subject to survey. Classified as Recreation Reserve, Gazette Extract 296154.2 (Balance).</li> </ul> <p>As shown on SO Plan 14729.</p>	<p>All subject to the rights to construct and maintain a tunnel and use the said tunnel as a water race for the free passage and running of water created by Transfer 9284.</p> <p>Lease to Whakaahurangi Marae (Incorporated) expiring on 31 March 2005 over Sections 146 and 149.</p>
Kaikura Site	<p>All that land situated in Taranaki Land District, South Taranaki District, comprising 2.3269 hectares, more or less, being Section 638 Patea District (SO 779), subject to survey. Part Gazette 1864 page 461.</p> <p>As shown on SO Plan 14727.</p>	Nil.
Maben Site	<p>All that land situated in Taranaki Land District, South Taranaki District, comprising 4.7551 hectares, more or less, being Section 8 Block II Opaku Survey District (SO 1413). Part Gazette 1877 pages 733-735.</p> <p>As shown on SO Plan 14723.</p>	Easement for water storage and release in favour of Taranaki Generation Limited.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 2: CULTURAL REDRESS PROPERTIES - SITES**

Tarere Site	All that land situated in Taranaki Land District, South Taranaki District, comprising 1 hectare, more or less, being part Section 8 Block VI Opaku Survey District (SO 8691), subject to survey. Part Gazette 1956 page 301 set apart for Permanent State Forest.  As shown marked A on SO Plan 14733.	Nil.
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DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES - SITES

SITE TO BE VESTED AS A RESERVE

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
Makino Scenic Reserve	<p>All that land situated in Taranaki Land District, South Taranaki District, comprising:</p> <ul style="list-style-type: none"><li>- 1.9600 hectares, more or less, being Section 10 Block IV Hawera Survey District. Scenic Reserve by Gazette Extract 305526.1 (Balance); and</li><li>- 5.6680 hectares, more or less, being Lot 1 DP 14035. All Certificate of Title G1/499, H.M. the Queen for Scenic Reserve.</li></ul> <p>As shown on SO Plan 14726.</p>	<p>Administered by the Governance Entity as a Scenic Reserve under section 26 of the Reserves Act 1977 and subject to section 19(1)(a) of that Act.</p>

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**PART 3: CULTURAL REDRESS PROPERTIES – RELATED  
INSTRUMENTS**

**(Clauses 9.2.4 and 9.2.10)**

**PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS:  
EASEMENT RELATING TO PART OF THE TURUTURU MOKAI SITE**

**EASEMENT RELATING TO PART OF THE TURUTURU MOKAI  
SITE**

**(Clause 9.2.4)**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS:  
EASEMENT RELATING TO PART OF THE TURUTURU MOKAI SITE**

**EASEMENT FOR PERPETUAL LEGAL ACCESS**

**CAIRN AT TURUTURU MOKAI SITE**

**PARTIES**

[Insert name of Governance Entity] with its successors and assigns (the “**Governance Entity**”);  
and

**SOUTH TARANAKI DISTRICT COUNCIL** with its successors and assigns (the “**Council**”)

**BACKGROUND**

- A. The Crown and Ngaati Ruanui are parties to a Deed of Settlement dated [ 2001] under which the Crown provided certain redress to Ngaati Ruanui in settlement of its historical claims.
- B. Under that Deed of Settlement, the Governance Entity is to become the registered proprietor of an estate in fee simple of all that parcel of land referred to in the schedule to this easement.
- C. The Governance Entity under that Deed of Settlement is required to grant an easement in favour of the Council to provide perpetual legal access for the Council and the public to a cairn (being a stone monument on part of the Easement Area, formerly the Turuturu Mokai Historic Reserve).
- D. The Governance Entity and the Council now enter into this easement in order to provide access by the Council and the public to the cairn, and to provide for protection of the cairn.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Definitions**

- 1.1 In this easement, unless the context otherwise requires:

**Cairn** means the cairn (being a stone monument) situated on the **Easement Area**;

**Easement Area** means the land marked “Sec 329” on **SO Plan 14728** as described in the schedule to this easement; and

**Parties** means the **Governance Entity** and the **Council**.

**2. Standard Easement Terms**

**Access to and Maintenance of the Cairn**

- 2.1 The following may be exercised without fees or monetary consideration:

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS:  
EASEMENT RELATING TO PART OF THE TURUTURU MOKAI SITE**

- (a) the Council (including the Council's employees, tenants, agents, workmen and invitees) may pass and repossess over and along the Easement Area on foot for the purpose of maintaining the Cairn, with or without machinery or implements of any kind; and
  - (b) members of the public may pass and repossess over and along the Easement Area on foot for the purposes of visiting the Cairn, and for reasonable use and enjoyment of the Easement Area.
- 2.2 In consideration of the rights provided under **clause 2.1**, the Council agrees that it will maintain the Cairn.
- 2.3 The Governance Entity must:
- (a) keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the reasonable use and enjoyment of the Easement Area; and
  - (b) not in any way interfere with, move, obstruct, damage or destroy the Cairn.
- 2.4 The Governance Entity and the Council agree that the Cairn may not be modified or moved by the Governance Entity without the written agreement of both Parties.
3. **Exclusion of Schedules**
- 3.1 The rights and powers contained in the Seventh Schedule of the Land Transfer Act 1952 and the Ninth Schedule of the Property Law Act 1952 are expressly excluded.
4. **Registration**
- 4.1 The Governance Entity will execute all documents and will do all things as may be reasonably required by the Council to register this easement against the title to the Easement Area, such documents to be prepared and registered at the cost of the Council.
5. **Term**
- 5.1 This easement is to be appurtenant to the Easement Area in perpetuity.
6. **Disputes**
- 6.1 If a dispute arises between the Governance Entity and the Council concerning the rights created by this easement, the Parties are to enter into negotiations in good faith to resolve it.
- 6.2 If the dispute is not resolved within 14 days of written notice by one Party to the other it is to be referred to mediation.
- 6.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the Parties after the appointment of the mediator, the Parties must submit to the arbitration of an independent arbitrator appointed jointly by the Parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the president for the time being of the District Law Society for the area in which the Easement Area is situated.



**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS:  
EASEMENT RELATING TO PART OF THE TURUTURU MOKAI SITE**

- 6.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.
7. **Amendments**
- 7.1 This easement may be amended only by agreement in writing by both Parties.
8. **Notices**
- 8.1 A notice to be given under this easement by one Party to the other is to be in writing and must:
- 8.1.1 be hand delivered to the receiving Party; or
- 8.1.2 be sent by ordinary post to the receiving Party.
- 8.2 If clause 8.1.2 applies, the notice will be deemed to be received by the receiving Party on the date on which the ordinary post would be delivered.

Signed for and on behalf of the )  
**SOUTH TARANAKI DISTRICT COUNCIL** )  
as Transferee by )  
 )  
in the presence of: )

\_\_\_\_\_  
Witness (Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

*[Insert appropriate attestation for Governance Entity]*

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS:  
EASEMENT RELATING TO PART OF THE TURUTURU MOKAI SITE**

**SCHEDULE**

**The Easement Area**

<b><i>Description</i></b>
All that land situated in Taranaki Land District, South Taranaki District, comprising 1.2242 hectares, more or less, being Section 329 Patea District. All Certificate of Title 136/107, South Taranaki District Council.  As shown on SO Plan 14728.

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 3: CULTURAL REDRESS PROPERTIES – RELATED  
INSTRUMENTS: EASEMENT RELATING TO MABEN SITE**

**EASEMENT RELATING TO MABEN SITE**

**(Clause 9.2.10)**

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DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS: EASEMENT RELATING TO MABEN SITE

TRANSFER Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Taranaki

Certificate of Title No. All or Part? Area and legal description – Insert only when part or Stratum, CT

Table with 4 columns: Certificate of Title No., All or Part?, Area and legal description, and a blank column for Stratum, CT.

Transferor Surnames must be underlined or in CAPITALS

[the Ngaati Ruanui Governance Entity] together with its successors or assigns

Transferee Surnames must be underlined or in CAPITALS

TARANAKI GENERATION LIMITED together with its successors or assigns

Estate or Interest or Easement to be created: Insert eg Fee simple, Leasehold in Lease No..., Right of way etc

Easement granting the right to store and release water from time to time (continued on annexure schedule)

Consideration

\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this day of 2001

Attestation

(See page 8 of the annexure schedule)

Signed in my presence by the Transferor Signature of Witness

Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Witness name

Occupation

Address

Signature or common seal of Transferor

Solicitor for the Transferee

Certified correct for the purposes of the Land Transfer Act 1952

certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971 (DELETE INAPPLICABLE CERTIFICATE)

Handwritten signature: AHA man

DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS: EASEMENT RELATING TO MABEN SITE

Annexure Schedule

TRANSFER Dated  Page  of  Pages

Continuation of “Estate or Interest to be created”

**BACKGROUND**

The Transferee is the Registered Proprietor of all the land in Certificate of Title L1/168 (“Dominant Tenement”).

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

**IT IS AGREED**

The Transferee as owner of the Dominant Tenement shall have the following rights in respect of the land described as “BZA” on survey office plan 12965 (“Easement Land”) being forever appurtenant to the Dominant Land:

- A To store and release water from time to time on or about the Easement Land;
- B To maintain the Easement Land in such a manner fit to store and release water; and
- C When required by the Transferee to release from time to time water on to and from the Easement Land in such quantities as the Transferee shall determine; and
- D To access the Easement Land, with and without vehicles, plant and equipment for the purposes of exercising any of the rights granted by this transfer, on the terms and conditions contained in this easement:

**Water Levels**

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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS: EASEMENT RELATING TO MABEN SITE

Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

TRANSFER Dated  Page  of  Pages

**Discharge of Water**

2. Where the Easement Land or any part of it forms the bed of a natural waterway the Transferee shall have the right to from time to time discharge water into that waterway in accordance with resource consents or other statutory or regulatory consents or approvals held by the Transferee from time to time. If lawfully directed or requested to do so by a civil defence authority or if required in any other case beyond the reasonable control of the Transferee then the discharge of water to that waterway or to the Easement Land may be made beyond the levels authorised by such consents or approvals.

**Access**

3. The Transferee shall have a right of access along such parts of the Easement Land as are allocated for such purpose by the Transferor from time to time for the purpose of allowing the Transferee to exercise any of the rights granted under this easement, at any time, with or without plant and equipment provided that:
- (a) except in the case of emergency no such rights of access will be exercised without the prior written consent of the Transferor; and
  - (b) in exercising such rights of access the Transferee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising the right of access.

**Installation of Equipment**

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

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

5. (a) The Transferee may from time to time undertake works and/or carry out planting of vegetation on or about the Easement Land with a view to limiting or minimising erosion, land subsidence, land slippage, landslides or flooding. The Transferee shall use reasonable endeavours when carrying out such works and plantings to so far as practicable carry out the same in keeping with the character of the Easement Land and the Transferee shall use reasonable endeavours to reduce erosion, land subsidence, land slippage and landslides on the Easement Land by available practical and economic means as determined by the Transferee in its reasonable opinion.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS: EASEMENT RELATING TO MABEN SITE

Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

TRANSFER Dated  Page  of  Pages

(b) The Transferee may from time to time remove from any water on or about the Easement Land or remove from any part of the Easement Land any sediment or other material or any vegetation which in the opinion of the Transferee impedes or is likely to impede the efficient generation of electricity by the Transferee or to cause danger, injury or damage to persons or property on or about the Easement Land and/or redistribute or relocate any such sediment or other material or vegetation on the Easement Land or elsewhere, provided that at all times the Transferee complies with the Resource Management Act or other relevant legislation and any relevant consents held or required to be held by the Transferee.

(c) In all such cases work carried out under this clause 5 shall (except in the case of an emergency) first have the consent of the Transferor. Nothing in this clause 5 shall be taken to restrict or hinder the Transferee from raising or lowering the level of water situated from time to time on or about the Easement Land during the course of carrying on from time to time the Transferee's electricity generation business provided that at all times the Transferee complies with the Resource Management Act or other relevant legislation and any relevant consents held or required to be held by the Transferee.

**Depositing of Sediment**

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

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

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

**Erection of Notices etc.**

8. The Transferee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS: EASEMENT RELATING TO MABEN SITE

Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

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**Transferor's Consent**

9. In all cases where the consent or approval of the Transferor is required under this easement such consent or approval shall be deemed granted for the day to day or other activities of the Transferee properly and reasonably required for the carrying on of its electricity generation business from time to time. In the event that the consent or approval is required, such consent or approval shall not be unreasonably withheld or granted upon unreasonable conditions.

**Application for Resource Consents**

10. (a) The Transferee shall be entitled from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Transferee's rights under this easement in the same manner as if it were a registered proprietor of the Easement Land provided that it shall at the time of making the relevant application forward a copy to the Transferor and the Transferor shall provide, upon written request from the Transferee, at the reasonable cost of the Transferee, a reasonable degree of co-operation.
- (b) Notwithstanding the provisions of clause 10(a) the Transferee will not be entitled to apply for resource consents and any other statutory consents as if it were the registered proprietor of the Easement Land if those resource consents or statutory consents relate to increasing the maximum operating levels for the storage of water on the Easement Land or relate to decreasing the minimum operating levels for storage of water on the Easement Land. In such a situation the Transferee shall apply for the necessary resource consents and other statutory consents in its own right and the Transferor will be entitled to participate in the resource consent or statutory consent process as an independent party, and in particular, may object to the granting of those consents.

**Plant and Equipment Property of Transferee**

11. All structures, plant and equipment constructed or installed by the Transferee on the Easement Land shall remain the property of the Transferee and may at any time be removed by it **PROVIDED THAT** any substantial damage caused by such removal shall immediately be remedied by the Transferee at its cost.

**Minimisation of Disruption**

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

**No Fencing Required**

13. The Transferee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition of the Transferor's consent when granting any consent under this easement where such a condition would be reasonable.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS: EASEMENT RELATING TO MABEN SITE

Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

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**Surrender of Easement**

14. The Transferee shall be entitled at any time to surrender at its own cost all of the easement interest granted to it pursuant to this easement. The Transferor shall execute any memorandum of transfer and surrender in a form acceptable to the Transferor upon request by the Transferee.

**Dispute Resolution**

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

**Notices**

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

**Transferor not to Interfere with Transferee's Rights**

17. The Transferor shall not at any time do permit or suffer to be done any act whereby the rights, powers, licences, and liberties granted to the Transferee under this easement may be interfered with or affected in any way.

**Indemnity**

18. (a) The Transferee shall indemnify the Transferor against all actions, suits, proceedings, claims and demands that may be brought or made against the Transferor as a direct result of the use of the Easement Land by the Transferee (or any person authorised by the Transferee) or the exercise by the Transferee of any of the rights granted by this Easement.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS: EASEMENT RELATING TO MABEN SITE**

Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

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- (b) The Transferor shall indemnify the Transferee against all actions, suits, proceedings, claims, demands that may be brought or made against the Transferee as a direct result of the use of the Easement Land by the Transferor (or any person authorised by the Transferor).

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS: EASEMENT RELATING TO MABEN SITE**

**Annexure Schedule**

Insert below  
"Mortgage", "Transfer", "Lease" etc

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**INTERPRETATION**

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

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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 3: CULTURAL REDRESS PROPERTIES – RELATED INSTRUMENTS: EASEMENT RELATING TO MABEN SITE**

**Annexure Schedule**

Insert below  
"Mortgage", "Transfer", "Lease" etc

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**Continuation of "Attestation"**

**SIGNED** for and on behalf of [the Ngāti Ruanui Governance Entity] by

[  ]

Lands in the presence of:

Signature of [  ]

Signature of witness

Name of witness

Occupation of witness

City/town of residence

**SIGNED** for and on behalf of **TARANAKI GENERATION LIMITED** by:

Signature of director

Name of director

Signature of director

Name of director

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 3: CULTURAL REDRESS PROPERTIES – RELATED  
INSTRUMENTS: EASEMENT RELATING TO MABEN SITE**

Approved by Registrar-General  
of Land under No. 1995/1004EF

**TRANSFER**

**Land Transfer Act 1952**

Law Firm Acting

**RUDD WATTS & STONE**  
PO Box 3798  
Auckland

**Attention: J Wright**

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Auckland District Law Society

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**PART 4: REHU VILLAGE SITE**  
**(Clauses 9.2.27 to 9.2.29)**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 4: REHU VILLAGE SITE**

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
Rehu Village Site.	<p>All that land situated in Taranaki Land District, South Taranaki District, comprising:</p> <ul style="list-style-type: none"> <li>- 7891 square metres, more or less, being Section 3 Rehu Village (SO 7768). Crown Land by Gazette 1935 page 627 (Part);</li> <li>- 7.0948 hectares, more or less, being Sections 4, 5, 6, 8, 9, 10, 11, 12 and 13 Rehu Village (SO 7768). Crown Land by Gazette 1877 pages 733-735 (Part); and</li> <li>- 9105 square metres, more or less, being Section 7 Rehu Village (SO 7768). Part Gazette 1901 page 779.</li> </ul> <p>As shown on SO Plan 14721.</p>	Easement for water storage and release in favour of Taranaki Generation Limited.

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**PART 5: UKAIPO SITES**  
**(Clause 9.2.30)**

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DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: UKAIPO SITES

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
Tarere Ukaipo Sites 1 and 2	All that land situated in Taranaki Land District, South Taranaki District, each comprising 1 hectare, more or less, being parts Section 14 Block IX Opaku Survey District (SO 2199), subject to survey. Crown Land by Gazette 1864 page 461 (Part).  As shown marked 1 and 2 on SO Plan 14732.	Administered by Department of Conservation pursuant to section 62 of the Conservation Act 1987.

**PART 6: UKAIPO ENTITLEMENT FORM**  
**(Clause 9.2.30)**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: UKAIPO ENTITLEMENT FORM

THIS UKAIPO ENTITLEMENT is created and granted on *[insert date]*

#### PARTIES

- (1) *[Name of the Governance Entity]* (the **Governance Entity**).
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the *[Land Holding Agent]* (the **Crown**).

#### BACKGROUND

- A. On [ ], the Crown and Ngaati Ruanui entered into a deed of settlement (the “**Deed of Settlement**”) recording the matters required to give effect to a settlement of all the **Historical Claims of Ngaati Ruanui**.
- B. Under the provisions of the **Deed of Settlement**, the **Ngaati Ruanui Claims Settlement Act** [ ] (the “**Settlement Act**”) provides for the granting as redress of Ukaipo Entitlements on the terms set out in the **Deed of Settlement**.

THE PARTIES agree as follows:

#### 1. INTERPRETATION

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

- 1.1 Terms defined in the **Deed of Settlement** and the **Settlement Act** will have the same meaning in this Ukaipo Entitlement.

##### Other definitions

- 1.2 *[Insert other definitions as required by specific Ukaipo Entitlements].*

#### 2. UKAIPO SITES

- 2.1 The area which is the subject of this Ukaipo Entitlement is *[insert description of site and/or attach plans/map]* (the “**Ukaipo Sites**”) being adjacent to *[insert name of lake/river]* (the “**Waterway**”).

#### 3. CREATION OF UKAIPO ENTITLEMENT

- 3.1 The Crown hereby creates and grants in favour of the Governance Entity an Ukaipo Entitlement to occupy temporarily and exclusively the Ukaipo Site on a non-commercial basis for the purposes of permitting members of Ngaati Ruanui to have access to the Waterway for lawful fishing and lawful gathering of other natural resources in the vicinity, on the terms and conditions set out in this Ukaipo Entitlement.

#### 4. TERMS OF UKAIPO ENTITLEMENT

##### Length of Ukaipo Entitlement

- 4.1 The initial term of this Ukaipo Entitlement shall be a period of ten years from the **Settlement Date**.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: UKAIPO ENTITLEMENT FORM**

**Ukaipo Entitlement shall be renewed**

- 4.2 Unless terminated under **clause 5**, this Ukaipo Entitlement shall be renewed at the expiry of its term at the option of the Governance Entity for further terms of ten years each.

**Ukaipo Entitlement period**

- 4.3 The Governance Entity may occupy the Ukaipo Site to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute undertaking their normal functions in relation to the Ukaipo Site) for up to 210 days in any calendar year (such days to exclude any day on and from 1 May to 15 August).

**Temporary camping shelters**

- 4.4 The Governance Entity may erect camping shelters or similar temporary dwellings during the period or periods that the right to occupy the Ukaipo Site under **clause 4.3** is being exercised, provided that the Governance Entity must:
- 4.4.1 remove such camping shelters or temporary dwellings when ceasing to exercise the right to occupy the Ukaipo Site under **clause 4.3**; and
  - 4.4.2 leave the Ukaipo Site in substantially the same condition as it was in at the beginning of the period in each year when occupation may commence under **clause 4.3**, except for temporary effects normally associated with this type of occupation.

**Activities on Ukaipo Sites**

- 4.5 Notwithstanding **clause 4.4**, but subject to **clauses 4.5.1 to 4.5.4** and **4.7**, the Governance Entity may, with the consent of the Land Holding Agent, undertake such further activities on the Ukaipo Site as may be reasonably necessary to enable the Ukaipo Site to be used for the purposes set out in **clause 3**, provided that:
- 4.5.1 the giving of consent by the Land Holding Agent under this clause shall be completely at his or her discretion, and subject to such conditions as he or she thinks fit;
  - 4.5.2 where the Ukaipo Site is land held under the Conservation Act 1987 or any Act in the First Schedule to that Act the Land Holding Agent may, in considering whether to give consent under this **clause 4.5**, require an environmental impact report in relation to the proposed activities, and an audit of that report at the expense of the Governance Entity, and impose reasonable conditions to avoid, remedy, or mitigate any adverse effects of the activity on the Ukaipo Site, the surrounding land or any wildlife; and
  - 4.5.3 when applying for any consent under this **clause 4.5** the Governance Entity shall provide to the Land Holding Agent details of the proposed activity, including but not limited to:
    - (a) the effect of the activity on the Ukaipo Site and, where the Ukaipo Site is land held under the Conservation Act 1987 or any Act in the First Schedule to that Act, on the surrounding land and upon any wildlife; and



## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: UKAIPO ENTITLEMENT FORM

- (b) any proposed measures by the Governance Entity to avoid, remedy, or mitigate any adverse effects; and

4.5.4 if the Crown has complied with its obligations under this Ukaipo Entitlement, it shall not be obliged to compensate the Governance Entity for any activities undertaken by the Governance Entity under this **clause 4.5**, whether on termination of this Ukaipo Entitlement or at any other time.

#### **Continuing public access along Waterway**

- 4.6 The creation and granting by the Crown, and exercise by the Governance Entity, of this Ukaipo Entitlement shall not impede public access along the Waterway.

#### **Compliance with laws**

- 4.7 The Governance Entity, and any activity carried on by the Governance Entity on the Ukaipo Site, (including any work undertaken on the Ukaipo Site under **clause 4.5**) is subject to all laws, bylaws, regulations, and land and water management practices relating to the Ukaipo Site including the need, as required, to apply for resource consent under the Resource Management Act 1991.

#### **Notification of activities**

- 4.8 In carrying out land and water management and practices relating to the Ukaipo Site, the Land Holding Agent must have regard to the existence of this Ukaipo Entitlement and will notify the Governance Entity of any activity which may affect the Governance Entity, and will avoid unreasonable disruption to the Governance Entity.

#### **Ukaipo Entitlement non-assignable**

- 4.9 The Governance Entity's rights under this Ukaipo Entitlement are not assignable.

#### **Enforceability**

- 4.10 During the term of this Ukaipo Entitlement and while the Governance Entity is occupying the Ukaipo Site under the terms of this Ukaipo Entitlement, it shall be enforceable by the Governance Entity against persons who are not parties to the Deed of Settlement as if it was the owner of the Ukaipo Site.
- 4.11 The Crown is not obliged to enforce the rights of the Governance Entity under this Ukaipo Entitlement against persons who are not parties to the Deed of Settlement on behalf of the Governance Entity.

#### **Rights to alienate adjacent land**

- 4.12 The existence and exercise of this Ukaipo Entitlement will not restrict the Crown's right to alienate either the Ukaipo Site or land adjacent to the Ukaipo Site or land adjacent to the Waterway next to which the Ukaipo Site is situated.

#### **Access ensured**

- 4.13 If the Crown alienates, or changes the classification or status of land adjacent to the Ukaipo Site, with the result that lawful access to the Ukaipo Site no longer exists, the Crown will,

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: UKAIPO ENTITLEMENT FORM

subject to its obligations to comply with any statutory or regulatory requirements, ensure that the Governance Entity continues to have the same type of access to the Ukaipo Site as existed prior to such alienation or change of classification or status, unless and until this Ukaipo Entitlement is terminated under **clause 5**.

#### **Suspension of Ukaipo Entitlement**

- 4.14 Subject to **clause 4.8**, this Ukaipo Entitlement may be suspended at any time at the discretion of the Land Holding Agent, after consulting with the Governance Entity and having particular regard to its views, if thought necessary for reasons of management in accordance with the purposes for which the Ukaipo Site is held. Notwithstanding **clause 4.3**, if this Ukaipo Entitlement is suspended, the rights under this Ukaipo Entitlement may be exercised by the Governance Entity outside the entitlement period described in **clause 4.3** for a time equal to the period of suspension.

#### **Service charges**

- 4.15 The Governance Entity is liable to pay rates, charges, and fees payable under section 7 of the Rating Powers Act 1988 in respect of the Ukaipo Site, in proportion to the period for which the Governance Entity is entitled to occupy the Ukaipo Site under **clause 4.3**.

### 5. TERMINATION

#### **Breach of terms of Ukaipo Entitlement**

- 5.1 Subject to **clause 5.4**, if the Governance Entity defaults in performing any of its obligations under this Ukaipo Entitlement, and such default is capable of remedy, the Crown may give written notice to the Governance Entity specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances).
- 5.2 Unless within 41 Business Days after the giving of notice under **clause 5.1** the default specified in the notice has been remedied, or appropriate action has been taken to remedy the default as required in the notice given under **clause 5.1**, the Crown may immediately terminate this Ukaipo Entitlement by notice in writing to the Governance Entity.
- 5.3 If the default is not one which is capable of remedy, the Crown may immediately terminate this Ukaipo Entitlement by notice in writing to the Governance Entity.
- 5.4 On termination of this Ukaipo Entitlement under **clauses 5.2** or **5.3**, the Governance Entity shall be entitled to apply to the Minister of Maori Affairs for a replacement Ukaipo Entitlement meeting the criteria set out in **clause 9.2.31** of the Deed of Settlement after the expiry of two years from the date of termination of this Ukaipo Entitlement.
- 5.5 **Clause 5.4** shall survive the termination of this Ukaipo Entitlement.

#### **Termination for other reasons**

- 5.6 The Crown may terminate this Ukaipo Entitlement by giving written notice to the Governance Entity if:
- 5.6.1 the Crown alienates the Ukaipo Site;

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: UKAIPO ENTITLEMENT FORM**

5.6.2 the Ukaipo Site is destroyed or permanently detrimentally affected by any natural cause;

5.6.3 the Ukaipo Site is on reserve land which may be required by the Crown for the specific purpose for which it was originally set apart as a reserve, and it becomes so required, or it is unformed legal road which becomes formed; or

5.6.4 subject to clause 4.13, if lawful access to the Ukaipo Site no longer exists.

5.7 The Governance Entity and the Crown may terminate this Ukaipo Entitlement by agreement in writing.

**6. OTHER MATTERS**

**Rights not affected**

6.1 Under section [ ] of the Settlement Act except as expressly provided in this Ukaipo Entitlement, the existence of this Ukaipo Entitlement will not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.

**Limitation of rights**

6.2 Under section [ ] of the Settlement Act except as expressly provided in this Ukaipo Entitlement, the existence of this Ukaipo Entitlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Ukaipo Site.

*[Insert appropriate attestation clauses]*

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**PART 7: TAKI POIPOIIA O NGAATI RUANUI SITE**

**(Clause 9.3.2)**



DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: TAKI POIPOIIA O NGAATI RUANUI SITE

<b>Name of Site</b>	<b>Location</b>	<b>Encumbrances</b>
Wai-Ariki (part of Waitotara Conservation Area)	All that land situated in Taranaki Land District, Stratford District, comprising 10 hectares, more or less, being part Section 5 Block VIII Omoana Survey District (SO 4567), subject to survey. Crown Land by Gazette 1881 pages 1518-1521 (Part).  As shown marked A on SO Plan 14735.	Administered by Department of Conservation pursuant to section 62 of the Conservation Act 1987.

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**PART 8: TAKI POIPOIIA O NGAATI RUANUI VALUES AND  
PROTECTION PRINCIPLES FOR WAI-ARIKI**

**(Clauses 9.3.3 and 9.3.4)**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 8: TAKI POIPOIIA O NGAATI RUANUI VALUES AND PROTECTION PRINCIPLES FOR WAI-ARIKI

#### 1. DESCRIPTION OF AREA

The area over which the Taki Poipoiia o Ngaati Ruanui is created is the area known as Wai-Ariki, as shown marked A on SO Plan 14735.

#### 2. PREAMBLE

Pursuant to section [ ] of the Settlement Legislation (**clause 9.3.3** of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui's statement of their cultural, spiritual, historic and/or traditional values relating to Wai-Ariki, as set out below.

#### 3. NGAATI RUANUI'S STATEMENT OF NGAATI RUANUI VALUES RELATING TO WAI-ARIKI

Wai-Ariki is the name of the spring, which is the source of the Whenuakura River. It was between the Whenuakura and Patea nui a Turi rivers that Turi Ariki settled with his family and named the two rivers. Turi was the Ariki (Rangatira of highest rank) of the Aotea Waka, which he left at Kawhia before travelling overland to settle between the Patea and Whenuakura rivers.

The spring Wai-Ariki was so named because of the spiritual significance it had in relation to the Whenuakura river and the Ariki status of the people who lived beside and were nurtured by the rich resources it provided.

To the people of Ngaati Hine, the names have the following meanings:

Whenuakura: *the land belonging to those of high rank; and*

Wai-Ariki: *the waters of nga Ariki.*

#### 4. PROTECTION PRINCIPLES RELATING TO WAI-ARIKI

4.1 The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngaati Ruanui Values related to the Taki Poipoiia o Ngaati Ruanui over Wai-Ariki:

4.1.1 encouragement of respect for Ngaati Ruanui's association with Wai-Ariki;

4.1.2 accurate portrayal of Ngaati Ruanui's association with Wai-Ariki; and

4.1.3 recognition of Ngaati Ruanui's relationship with urupa, waahi tapu and waahi taonga, including archaeological sites.

#### 5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to **clause 9.3.9** of the Deed of Settlement, the Director-General of Conservation has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 8: TAKI POIPOIIA O NGAATI RUANUI VALUES AND PROTECTION PRINCIPLES FOR WAI-ARIKI**

**Encouragement of respect for Ngaati Ruanui's association with Wai-Ariki**

- 5.1.1 staff, conservation board members, concessionaires and the public will be provided with information about the Ngaati Ruanui Values and the existence of the Taki Poipoia o Ngaati Ruanui over Wai-Ariki;

**Accurate portrayal of Ngaati Ruanui's association with Wai-Ariki**

- 5.1.2 as far as reasonably practicable, Ngaati Ruanui's association with Wai-Ariki will be accurately portrayed in all of the Department of Conservation's new public information and educational material;
- 5.1.3 the Governance Entity will be consulted in the provision of the Department of Conservation's new public information or educational material and, as far as reasonably practicable, the Department of Conservation will only use Ngaati Ruanui's cultural information with the consent of the Governance Entity;

**Recognition of Ngaati Ruanui's relationship with urupa, waahi tapu and waahi taonga, including archaeological sites**

- 5.1.4 significant earthworks and disturbances of soil and/or vegetation will be avoided; and
- 5.1.5 any koiwi (human remains) or taonga found or uncovered will be left untouched and the Governance Entity informed as soon as practicable.

**PART 9: STATUTORY AREAS**  
**(Clauses 9.3.18(a) and 9.3.33)**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 9: STATUTORY AREAS**

**Table 1: Areas in respect of which Statutory Acknowledgements are given**

<b>Area</b>	<b>Description</b>	<b>Encumbrances</b>
Otoki Gorge Scenic Reserve	All that land situated in Taranaki Land District, South Taranaki District, comprising 18.4366 hectares, more or less, being Part Section 42 Block XII Hawera Survey District (SO 2984), subject to survey. Classified as a Reserve for Scenic Purposes by Gazette Extract 294692.4 (Part), and being the balance of the land following transfer of Pukemoko Pa (SO Plan 14724).  As shown on SO Plan 14738.	Administered by Department of Conservation pursuant to the Reserves Act 1977.
Te Moananui A Kupe O Ngaati Ruanui (Coastal Area)	As shown on SO Plan 14739, Taranaki Land District	
Tangahoe River	As shown on SO Plan 14740, Taranaki Land District	
Whenuakura River	As shown on SO Plan 14741, Taranaki Land District	
Patea River	As shown on SO Plan 14742, Taranaki Land District	

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 9: STATUTORY AREAS**

**Table 2: Areas in respect of which Deeds of Recognition are given**

<b>Area</b>	<b>Description</b>	<b>Encumbrances</b>
Otoki Gorge Scenic Reserve	All that land situated in Taranaki Land District, South Taranaki District, comprising 18.4366 hectares, more or less, being Part Section 42 Block XII Hawera Survey District (SO 2984), subject to survey. Classified as a Reserve for Scenic Purposes by Gazette Extract 294692.4 (Part), and being the balance of the land following transfer of Pukemoko Pa (SO Plan 14724).  As shown on SO Plan 14738.	Administered by Department of Conservation pursuant to the Reserves Act 1977.
Tangahoe River	As shown on SO Plan 14740, Taranaki Land District	
Whenuakura River	As shown on SO Plan 14741, Taranaki Land District	
Patea River	As shown on SO Plan 14742, Taranaki Land District	

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**PART 10: STATUTORY ACKNOWLEDGEMENTS**  
**(Clause 9.3.18)**

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**STATUTORY ACKNOWLEDGEMENT FOR THE OTOKI GORGE  
SCENIC RESERVE**

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## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 10: STATUTORY ACKNOWLEDGEMENTS: OTOKI GORGE SCENIC RESERVE

#### 1. STATUTORY AREA

The area to which this Statutory Acknowledgement applies is the area known as the Otoki Gorge Scenic Reserve, as shown on SO Plan 14738.

#### 2. PREAMBLE

Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the "Settlement Act") (clause 9.3.18(c) of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui's statement of Ngaati Ruanui's cultural, spiritual, historic and traditional association with the Otoki Gorge Scenic Reserve as set out in clause 3 below.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGAATI RUANUI WITH THE OTOKI GORGE SCENIC RESERVE

The Pukemoko Pa site is located within the Otoki Gorge Scenic Reserve, which can be found within the area of Whakamara. It was within this Pa that Wharematangi, a Rangatira of Ngaati Hine, (a close fighting ally of Hanataua of Tangaahoe) resided before joining Hanataua in his battles with Waikato and Te Rauparaha of Ngaati Raukawa.

The Pa was a large ridge Pa, which had general usage. Its strategic geographical position made it ideal as a fortified village. During the time of warfare, sharp contoured hills, thick underbrush, hidden man made traps and skilled warriors knowledgeable in the surrounding rugged terrain, made life a misery for those who attempted to conquer the Pa. In modern times, this manner of warfare is commonly recognised as "guerrilla tactics".

Within the surrounding valleys the richness of the soil and waterways, provided an abundance of food (birds, animals, fish), building materials, materials for clothing, gardening and warfare. Otoki was also used as one of the sites for gathering in times of peace.

The Pa remains one of the areas where the footsteps of our Tupuna remain pristine. The area remains uncut, uncultivated and in its unspoiled state. It is a remote place where the people would be able to sit and reflect on the life of their ancestors sensing the Ihi (power), Wehi (fear) and the Mauri (life force) emanating from the land.

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

4.1 Under section [ ] of the Settlement Act (clause 9.3.19 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities forward summaries of Resource Consent applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.3.24 of the Deed of Settlement);

4.1.2 to require that Consent Authorities, the New Zealand Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to the Otoki Gorge Scenic Reserve, as provided in section [ ] of the Settlement Act (clauses 9.3.20 to 9.3.22 of the Deed of Settlement);

4.1.3 to enable the Governance Entity, and any Member of Ngaati Ruanui, to cite this Statutory Acknowledgement as evidence of the association of Ngaati Ruanui with the

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## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 10: STATUTORY ACKNOWLEDGEMENTS: OTOKI GORGE SCENIC RESERVE

Otoki Gorge Scenic Reserve as provided in section [ ] of the Settlement Act (clause 9.3.27 of the Deed of Settlement); and

4.1.4 to enable the Minister of Conservation to enter into a Deed of Recognition as provided in section [ ] of the Settlement Act (clause 9.3.30 of the Deed of Settlement).

#### 5. LIMITATIONS ON EFFECT OF STATUTORY ACKNOWLEDGEMENT

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Act (clauses 9.3.19 to 9.3.22, 9.3.27, 9.3.29 and 9.3.31 of the Deed of Settlement):

5.1.1 this Statutory Acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant statute, regulation, or bylaw, may give any greater or lesser weight to Ngaati Ruanui's association with the Otoki Gorge Scenic Reserve than that person would give under the relevant statute, regulation, or bylaw, if this Statutory Acknowledgement did not exist in respect of the Otoki Gorge Scenic Reserve.

5.2 Except as expressly provided in the Settlement Act, this Statutory Acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.

5.3 Except as expressly provided in the Settlement Act, this Statutory Acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Otoki Gorge Scenic Reserve.

#### 6. NO LIMITATION ON CROWN

6.1 The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Otoki Gorge Scenic Reserve to a party or parties other than Ngaati Ruanui or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR TE MOANANUI  
A KUPE O NGAATI RUANUI (COASTAL AREA)**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 10: STATUTORY ACKNOWLEDGEMENTS: TE MOANANUI A KUPE O NGAATI RUANUI (COASTAL AREA)

#### 1. STATUTORY AREA

- 1.1 The area to which this Statutory Acknowledgement applies is the area known as Te Moananui A Kupe O Ngaati Ruanui (Coastal Area) as shown on SO Plan 14739.

#### 2. PREAMBLE

- 2.1 Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the "Settlement Act") (clause 9.3.18(c) of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui's statement of Ngaati Ruanui's cultural, spiritual, historic and traditional association with Te Moananui A Kupe O Ngaati Ruanui (Coastal Area) as set out in clause 3.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGAATI RUANUI WITH TE MOANANUI A KUPE O NGAATI RUANUI

The resources found within Te Moananui A Kupe have, since time immemorial, provided the people of Ngaati Ruanui with a constant supply of food resources. The hidden reefs provided koura, paua, kina, pupu, papaka, pipi, tuatua and many other species of reef inhabitants. Hapuka, moki, kanae, mako and patiki swim freely between the many reefs that can be found stretching out into the spiritual waters of Te Moananui A Kupe and along the Ngaati Ruanui coastline.

Names such as Rangatapu, Ohawe Tokotoko, Waihi, Waukena, Tangaahoe, Manawapou, Taumaha, Manutahi, Pipiri, Kaikura, Whitikau, Kenepuru, Te Pou a Turi, Rangitawhi, and Whenuakura depict the whereabouts of either a fishing ground or fishing reef.

All along the shoreline from Rangatapu to Whenuakura food can be gathered depending on the tides, weather and time of year.

Tragedies of the sea are also linked to these reefs. Ngaati Ruanui oral history records the sinking off Tangaahoe of a Chinese trade ship that had just been loaded with a cargo of flax. When the bodies were recovered and brought to shore, none of them had any eyes.

The people of Ngaati Hine believe that they did something wrong and in turn were punished by the Ngaati Ruanui taniwha named Toi, kaitiaki (guardian) of the fishing reefs and grounds, who is renown to this day to eat the eyes of his victims.

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

- 4.1 Under section [ ] of the Settlement Act (clause 9.3.19 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities forward summaries of Resource Consent applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.3.24 of the Deed of Settlement);

4.1.2 to require that Consent Authorities, the New Zealand Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Te Moananui A Kupe O Ngaati Ruanui, as provided

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 10: STATUTORY ACKNOWLEDGEMENTS: TE MOANANUI A KUPE O NGAATI RUANUI (COASTAL AREA)

in section [ ] of the Settlement Act (clauses 9.3.20 to 9.3.22 of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngaati Ruanui, to cite this Statutory Acknowledgement as evidence of the association of Ngaati Ruanui with Te Moananui A Kupe O Ngaati Ruanui as provided in section [ ] of the Settlement Act (clause 9.3.27 of the Deed of Settlement).

#### 5. LIMITATIONS ON EFFECT OF STATUTORY ACKNOWLEDGEMENT

5.1 Except as expressly provided in sections [ ] and [ ] of the Settlement Act (clauses 9.3.19 to 9.3.22, 9.3.27, 9.3.29 and 9.3.31 of the Deed of Settlement):

5.1.1 this Statutory Acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant statute, regulation, or bylaw, may give any greater or lesser weight to Ngaati Ruanui's association with Te Moananui A Kupe O Ngaati Ruanui than that person would give under the relevant statute, regulation, or bylaw, if this Statutory Acknowledgement did not exist in respect of Te Moananui A Kupe O Ngaati Ruanui.

5.2 Except as expressly provided in the Settlement Act, this Statutory Acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.

5.3 Except as expressly provided in the Settlement Act, this Statutory Acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Moananui A Kupe O Ngaati Ruanui.

#### 6. NO LIMITATION ON CROWN

6.1 The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of Te Moananui A Kupe O Ngaati Ruanui to a party or parties other than Ngaati Ruanui or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR THE  
TANGAHOE RIVER**

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## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 10: STATUTORY ACKNOWLEDGEMENTS: TANGAHOE RIVER

#### 1. STATUTORY AREA

- 1.1 The area to which this Statutory Acknowledgement applies is the area known as the Tangahoe River, as shown on SO Plan 14740.

#### 2. PREAMBLE

- 2.1 Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the "Settlement Act") (clause 9.3.18(c) of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui's statement of Ngaati Ruanui's cultural, spiritual, historic and traditional association with the Tangahoe River as set out in clause 3.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGAATI RUANUI WITH THE TANGAHOE RIVER

Ngaati Ruanui history informs us that the people of the Kahui Maunga (mountain people of the highest rank) inhabited the South Taranaki area prior to the arrival of the Aotea Waka. They in turn were vanquished and enveloped through warfare and intermarriage into the Aotea, Ruanui-a Pookiwa history. One of the areas in which these people were renowned to have flourished is known as the Tangahoe River and valley.

The late Ueroa (Charlie) Ngarewa, an elder of both Tangaahoe and Ngaati Hine descent gave one version of the origin of the name Tangaahoe. He said the name Tangaahoe was given to the river because of an incident that occurred, whereby the steering oar was lost from a large deep sea fishing Waka as it attempted to return to the Tauranga Waka. The comment was made that, "if there were two steering oars like that of the Waka Tipua of Turi Ariki then the flight to its resting place would remain true." Turi was the Ariki (Rangatira of highest rank) of the Aotea Waka.

Tangaahoe: *the steering oars of Turi Ariki.*

The Tangahoe River has been a major supply of food and water resources to its people both prior to and since the arrival of the Aotea Waka. The valley, like the rest of the southern lands, was a fertile paradise. Because of the mild temperatures it was without extremes, and promoted lush vegetation that was checked only by the occasional equinoctial weather patterns. Birds such as manunui (which made its nests amongst the koromiko bushes), kereru (the food of ngaa Ariki), pukeko (the treasured species brought on the Aotea Waka), tiwaiwaka (the guardian left by Kupe), kahu (the sentinel), kakapo, kiwi, korimako, miromiro (the custodians of the forest), and pipiwharau (the herald of the new year) flourished in the berry filled trees, like the koromiko, kohia, hinau, pipiripi, mamaku and rewarewa at the side of the eel, and koura filled creeks. Fish, such as the piharau, kokopu, tunaheke, patiki and shellfish, were abundant in the waters and on the reefs at the mouth of the river.

During the time of internal warfare, the valley through which the river runs was a trap for the unwary. The many re-entrants and secondary valleys provided natural hiding and attacking areas and, if necessary, places of refuge.

To the people of Ngaati Ruanui, all the rivers and their respective valleys are of the utmost importance because of their physical, spiritual and social significance in the past, present, and future.



## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 10: STATUTORY ACKNOWLEDGEMENTS: TANGAHOE RIVER

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

- 4.1 Under section [ ] of the Settlement Act (clause 9.3.19 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:
- 4.1.1 to require that Consent Authorities forward summaries of Resource Consent applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.3.24 of the Deed of Settlement);
  - 4.1.2 to require that Consent Authorities, the New Zealand Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to the Tangahoe River, as provided in section [ ] of the Settlement Act (clauses 9.3.20 to 9.3.22 of the Deed of Settlement);
  - 4.1.3 to enable the Governance Entity, and any Member of Ngaati Ruanui, to cite this Statutory Acknowledgement as evidence of the association of Ngaati Ruanui with the Tangahoe River as provided in section [ ] of the Settlement Act (clause 9.3.27 of the Deed of Settlement); and
  - 4.1.4 to enable the Minister of Conservation and the Commissioner of Crown Lands to enter into Deeds of Recognition as provided in section [ ] of the Settlement Act (clause 9.3.30 of the Deed of Settlement).

#### 5. LIMITATIONS ON EFFECT OF STATUTORY ACKNOWLEDGEMENT

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Act (clauses 9.3.19 to 9.3.22, 9.3.27, 9.3.29 and 9.3.31 of the Deed of Settlement):
- 5.1.1 this Statutory Acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and
  - 5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant statute, regulation, or bylaw, may give any greater or lesser weight to Ngaati Ruanui's association with the Tangahoe River than that person would give under the relevant statute, regulation, or bylaw, if this Statutory Acknowledgement did not exist in respect of the Tangahoe River.
- 5.2 Except as expressly provided in the Settlement Act, this Statutory Acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.
- 5.3 Except as expressly provided in the Settlement Act, this Statutory Acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Tangahoe River.

#### 6. NO LIMITATION ON CROWN

- 6.1 The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Tangahoe River to a party or parties other than Ngaati Ruanui or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR THE  
WHENUAKURA RIVER**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 10: STATUTORY ACKNOWLEDGEMENTS: WHENUAKURA RIVER

#### 1. STATUTORY AREA

- 1.1 The area to which this Statutory Acknowledgement applies is the area known as the Whenuakura River, as shown on SO Plan 14741.

#### 2. PREAMBLE

- 2.1 Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the "Settlement Act") (clause 9.3.18(c) of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui's statement of Ngaati Ruanui's cultural, spiritual, historic and traditional association with the Whenuakura River as set out in clause 3.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGAATI RUANUI WITH THE WHENUAKURA RIVER

The name of this river originated during the time that Turi Arikinui, Kaihautu of the Waka Tipua Aotea, and his Wife Rongorongo Tapaairu, who lived with their families between the two rivers, Patea nui a Turi and Whenuakura. Turi was the Ariki (Rangatira of highest rank) of the Aotea Waka.

*Whenuakura: the land belonging to the people of high rank*

Like the Tangahoe River, this river provided the people of the Aotea Waka, and later the people of Ngaati Hine and Ngaati Tupito, with all the resources of life they required to survive.

The valley through which the river flowed provided multiple bird life, animals, clothing, building, gardening, and warfare implements, as well as places where social activities, fishing and waka racing could take place. Sporting activities took place within and outside the surrounding forests. There were also places that Tohunga, Rangatira and other whanau/hapuu/iwi representatives used for burial, washing, baptising and special activities. It was a place where people would go to find peace within themselves.

This river, like the others within the rohe, will always be an integral part of the social, spiritual and physical lifestyle of the Ngaati Ruanui people.

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

- 4.1 Under section [ ] of the Settlement Act (clause 9.3.19 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities forward summaries of Resource Consent applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.3.24 of the Deed of Settlement);

4.1.2 to require that Consent Authorities, the New Zealand Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to the Whenuakura River, as provided in section [ ] of the Settlement Act (clauses 9.3.20 to 9.3.22 of the Deed of Settlement);

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 10: STATUTORY ACKNOWLEDGEMENTS: WHENUAKURA RIVER

- 4.1.3 to enable the Governance Entity, and any Member of Ngaati Ruanui, to cite this Statutory Acknowledgement as evidence of the association of Ngaati Ruanui with the Whenuakura River as provided in section [ ] of the Settlement Act (clause 9.3.27 of the Deed of Settlement); and
- 4.1.4 to enable the Minister of Conservation and the Commissioner of Crown Lands to enter into Deeds of Recognition as provided in section [ ] of the Settlement Act (clause 9.3.30 of the Deed of Settlement).
- 5. LIMITATIONS ON EFFECT OF STATUTORY ACKNOWLEDGEMENT**
- 5.1 Except as expressly provided in sections [ ] and [ ] of the Settlement Act (clauses 9.3.19 to 9.3.22, 9.3.27, 9.3.29 and 9.3.31 of the Deed of Settlement):
- 5.1.1 this Statutory Acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and
- 5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant statute, regulation, or bylaw, may give any greater or lesser weight to Ngaati Ruanui's association with the Whenuakura River than that person would give under the relevant statute, regulation, or bylaw, if this Statutory Acknowledgement did not exist in respect of the Whenuakura River.
- 5.2 Except as expressly provided in the Settlement Act, this Statutory Acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.
- 5.3 Except as expressly provided in the Settlement Act, this Statutory Acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Whenuakura River.
- 6. NO LIMITATION ON CROWN**
- 6.1 The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Whenuakura River to a party or parties other than Ngaati Ruanui or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR THE PATEA RIVER**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 10: STATUTORY ACKNOWLEDGEMENTS: PATEA RIVER

#### 1. STATUTORY AREA

- 1.1 The area to which this Statutory Acknowledgement applies is the area known as the Patea River (excluding Lake Rotorangi), as shown on SO Plan 14742.

#### 2. PREAMBLE

- 2.1 Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the "Settlement Act") (clause 9.3.18(c) of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui's statement of Ngaati Ruanui's cultural, spiritual, historic and traditional association with the Patea River as set out in clause 3.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGAATI RUANUI WITH THE PATEA RIVER

The full name of this river is Patea nui a Turi. It was named by Turi on his arrival overland after leaving the Aotea Waka at Kawhia. The name Patea was given by Turi Ariki when upon seeing ngaa kaitiaki (the guardians) left by Kupe as guides for him and his family, he exclaimed "Ka Patea tatou" - we have arrived at Patea.

Since that arrival, the river has played an important part in the lifestyles of the Aotea people. The riverbanks have provided the soil for the gardens of Rongorongo Tapaairu called Hekeheke I papa, the karaka grove called Papawhero, and the spring of life of Turi and Rongorongo called Parara-ki-te-Uru.

The source of the Patea River is on the mountain Rua Taranaki, and is called Whakapou Karakia.

Whakapou Karakia can be found upon the mountain Rua Taranaki within the rohe of Ngaati Ruanui.

Upon the arrival of the Aotea people to south Taranaki from Kawhia, Turi Ariki at Te Pou a Turi, laid claim to the surrounding territory and the river, "which until then has been known as Te Awa o Taikehu", as belonging to him and his descendants.

Upon completing the respective rituals, to protect the newly gained lands from unwanted entities, he then proceeded to spiritually purify the rest of the area.

The newly claimed river, because of its spiritual and life giving resources, was then traversed and spiritual Kaitiaki sown in every location that was to become significant to the people of the Aotea Waka along the total length of the river. These purifying rituals continued to the source of the river on the mountain. It was at this locality upon the mountain that the final Karakia of protection was done to unite all the Kaitiaki as one in the protection of the waters and resources pertaining to the river, hence:

Whaka: *to do;*

Pou: *Pillar of Strength; and*

Karakia: *Invocation.*

*Alia  
man*

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 10: STATUTORY ACKNOWLEDGEMENTS: PATEA RIVER

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

- 4.1 Under section [ ] of the Settlement Act (clause 9.3.19 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:
- 4.1.1 to require that Consent Authorities forward summaries of Resource Consent applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.3.24 of the Deed of Settlement);
  - 4.1.2 to require that Consent Authorities, the New Zealand Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to the Patea River, as provided in section [ ] of the Settlement Act (clauses 9.3.20 to 9.3.22 of the Deed of Settlement);
  - 4.1.3 to enable the Governance Entity, and any Member of Ngaati Ruanui, to cite this Statutory Acknowledgement as evidence of the association of Ngaati Ruanui with the Patea River as provided in section [ ] of the Settlement Act (clause 9.3.27 of the Deed of Settlement); and
  - 4.1.4 to enable the Minister of Conservation and the Commissioner of Crown Lands to enter into Deeds of Recognition as provided in section [ ] of the Settlement Act (clause 9.3.30 of the Deed of Settlement).

#### 5. LIMITATIONS ON EFFECT OF STATUTORY ACKNOWLEDGEMENT

- 5.1 Except as expressly provided in sections [ ] and [ ] of the Settlement Act (clauses 9.3.19 to 9.3.22, 9.3.27, 9.3.29 and 9.3.31 of the Deed of Settlement):
- 5.1.1 this Statutory Acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and
  - 5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant statute, regulation, or bylaw, may give any greater or lesser weight to Ngaati Ruanui's association with the Patea River than that person would give under the relevant statute, regulation, or bylaw, if this Statutory Acknowledgement did not exist in respect of the Patea River.
- 5.2 Except as expressly provided in the Settlement Act, this Statutory Acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.
- 5.3 Except as expressly provided in the Settlement Act, this Statutory Acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Patea River.

#### 6. NO LIMITATION ON CROWN

- 6.1 The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Patea River to a party or parties other than Ngaati Ruanui or the Governance Entity.

*now  
APA*

**PART 11: DEEDS OF RECOGNITION**  
**(Clause 9.3.30)**



**DEED OF RECOGNITION FOR THE OTOKI GORGE  
SCENIC RESERVE**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 11: DEEDS OF RECOGNITION: OTOKI GORGE SCENIC RESERVE – MINISTER OF CONSERVATION**

**THIS DEED** is made on *[insert date]*

**PARTIES**

- (1) *[Name of Ngaati Ruanui Governance Entity]* (the **Governance Entity**)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (the **Crown**)

**BACKGROUND**

- A** On *[date]* Ngaati Ruanui and the Crown entered into a deed of settlement (the “**Deed of Settlement**”) recording the matters required to give effect to a settlement of all of the Historical Claims of Ngaati Ruanui.
- B** Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the “**Settlement Act**”) (clause 9.3.30 of the Deed of Settlement), the Governance Entity and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngaati Ruanui’s statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngaati Ruanui in relation to specific areas is based.

**THE PARTIES** agree as follows:

**1. AREA**

- 1.1 The area to which this Deed of Recognition applies is the area known as the Otoki Gorge Scenic Reserve (the “**Area**”), as shown on SO Plan 14738.

**2. PREAMBLE**

- 2.1 Under section [ ] of the Settlement Act (clause 9.3.18(c) of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui’s statement of Ngaati Ruanui’s cultural, spiritual, historic and traditional association with the Otoki Gorge Scenic Reserve (the “**Statement of Association**”), as set out in clause 3.

**3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATIONS WITH THE OTOKI GORGE SCENIC RESERVE**

The Pukemoko Pa site is located within the Otoki Gorge Scenic Reserve, which can be found within the area of Whakamara. It was within this Pa that Wharematangi, a Rangatira of Ngaati Hine, (a close fighting ally of Hanataua of Tangaahoe) resided before joining Hanataua in his battles with Waikato and Te Rauparaha of Ngaati Raukawa.

The Pa was a large ridge Pa, which had general usage. Its strategic geographical position made it ideal as a fortified village. During the time of warfare, sharp contoured hills, thick underbrush, hidden man made traps and skilled warriors knowledgeable in the surrounding rugged terrain, made life a misery for those who attempted to conquer the Pa. In modern times, this manner of warfare is commonly recognised as “guerrilla tactics”.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: OTOKI GORGE SCENIC RESERVE – MINISTER OF CONSERVATION

Within the surrounding valleys the richness of the soil and waterways, provided an abundance of food (birds, animals, fish), building materials, materials for clothing, gardening and warfare. Otoki was also used as one of the sites for gathering in times of peace.

The Pa remains one of the areas where the footsteps of our Tupuna remain pristine. The area remains uncut, uncultivated and in its unspoiled state. It is a remote place where the people would be able to sit and reflect on the life of their ancestors sensing the Ihi (power), Wehi (fear) and the Mauri (life force) emanating from the land.

#### 4. ROLE OF THE GOVERNANCE ENTITY

4.1 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statement of Association concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

4.1.1 the preparation, consistent with Part IIIA of the Conservation Act 1987, sections 40A and 40B of the Reserves Act 1977 and section 47 of the National Parks Act 1980, of all conservation management strategies, conservation management plans and/or national park management plans which relate to the Area;

4.1.2 the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:

- (a) any programme to identify and protect indigenous plants;
- (b) any survey to assess current and future visitor activities;
- (c) any programme to identify and protect wildlife;
- (d) any programme to eradicate pests and weeds or other introduced species; or
- (e) any survey to identify the number and type of concessions which may be appropriate; and

4.1.3 the location, construction and relocation of any structures, huts, signs and tracks.

4.2 In order to enable the Governance Entity to fulfil its role under **clause 4.1** the Crown will provide the Governance Entity with relevant information to enable the Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

4.3 The Crown will inform the Governance Entity of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 5. OTHER PROVISIONS

5.1 Under sections [ ] of the Settlement Act (clauses 9.3.39 to 9.3.41 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: OTOKI GORGE SCENIC RESERVE – MINISTER OF CONSERVATION

- (a) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and
- (b) without limiting **clause 5.1.1(a)**, no person, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Ngaati Ruanui's association with the Area than that person would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;

5.1.2 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

5.1.3 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

5.2 Nothing in this Deed of Recognition requires the Crown to undertake any management or administrative function referred to in **clause 4**.

#### 6. NO LIMITATION ON CROWN

6.1 The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Otoki Gorge Scenic Reserve with a person or persons other than Ngaati Ruanui or the Governance Entity.

#### 7. TERMINATION

7.1 Under section [ ] of the Settlement Act (**clause 9.3.35** of the Deed of Settlement), if:

7.1.1 the Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it;

7.1.2 the Area or part of it is disposed of by the Crown; or

7.1.3 the responsibility for managing the Area or part of it is transferred to a different ministerial portfolio or Department;

this Deed of Recognition will terminate in respect of the Area or part of it.

#### 8. CONTINUED INPUT

8.1 If the events specified in **clauses 7.1.2** or **7.1.3** occur, or there is a change in the applicable statutory management regime over the Area or part of it, the Crown agrees that it will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Area or part of it through the negotiation with the Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 11: DEEDS OF RECOGNITION: OTOKI GORGE SCENIC  
RESERVE – MINISTER OF CONSERVATION**

**9. NO ASSIGNMENT**

9.1 The Governance Entity's rights and obligations under this Deed of Recognition are not assignable.

**10. INTERPRETATION**

10.1 Terms defined in the Deed of Settlement and the Settlement Act will have the same meaning in this Deed of Recognition. In addition:

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

10.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**SIGNED** as a deed on [                      ]

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

[                      ],  
the Minister of Conservation

in the presence of:

Name:

Occupation:

Address:

*[Insert appropriate attestation for the Governance Entity]*

*APA  
man*

**DEED OF RECOGNITION FOR THE TANGAHOE RIVER -  
MINISTER OF CONSERVATION**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: TANGAHOE RIVER – MINISTER OF CONSERVATION

THIS DEED is made on *[insert date]*

#### PARTIES

- (1) *[Name of Ngaati Ruanui Governance Entity]* (the **Governance Entity**)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (the **Crown**)

#### BACKGROUND

- A On *[date]* Ngaati Ruanui and the Crown entered into a deed of settlement (the “**Deed of Settlement**”) recording the matters required to give effect to a settlement of all of the Historical Claims of Ngaati Ruanui.
- B Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the “**Settlement Act**”) (clause 9.3.30 of the Deed of Settlement), the Governance Entity and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngaati Ruanui’s statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngaati Ruanui in relation to specific areas is based.

THE PARTIES agree as follows:

#### 1. AREA

- 1.1 The area to which this Deed of Recognition applies is the area known as the Tangahoe River (the “**Area**”), as shown on SO Plan 14740.

#### 2. PREAMBLE

- 2.1 Under section [ ] of the Settlement Act (clause 9.3.18(c) of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui’s statement of Ngaati Ruanui’s cultural, spiritual, historic and traditional association with the Tangahoe River (the “**Statement of Association**”), as set out in clause 3.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATIONS WITH THE TANGAHOE RIVER

Ngaati Ruanui history informs us that the people of the Kahui Maunga (mountain people of the highest rank) inhabited the South Taranaki area prior to the arrival of the Aotea Waka. They in turn were vanquished and enveloped through warfare and intermarriage into the Aotea, Ruanui-a Pookiwa history. One of the areas in which these people were renowned to have flourished is known as the Tangahoe River and valley.

The late Ueroa (Charlie) Ngarewa, an elder of both Tangaahoe and Ngaati Hine descent gave one version of the origin of the name Tangaahoe. He said the name Tangaahoe was given to the river because of an incident that occurred, whereby the steering oar was lost from a large deep sea fishing Waka as it attempted to return to the Tauranga Waka. The comment was made that, “if there were two steering oars like that of the Waka Tipua of Turi

*ACH  
man*

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: TANGAHOE RIVER – MINISTER OF CONSERVATION

Ariki then the flight to its resting place would remain true.” Turi was the Ariki (Rangatira of highest rank) of the Aotea Waka.

Tangaahoe: *the steering oars of Turi Ariki.*

The Tangaohoe River has been a major supply of food and water resources to its people both prior to and since the arrival of the Aotea Waka. The valley, like the rest of the southern lands, was a fertile paradise. Because of the mild temperatures it was without extremes, and promoted lush vegetation that was checked only by the occasional equinoctial weather patterns. Birds such as manunui (which made its nests amongst the koromiko bushes), kereru (the food of ngaa Ariki), pukeko (the treasured species brought on the Aotea Waka), tiwaiwaka (the guardian left by Kupe), kahu (the sentinel), kakapo, kiwi, korimako, miromiro (the custodians of the forest), and pipiwharauoa (the herald of the new year) flourished in the berry filled trees, like the koromiko, kohia, hinau, pipiripi, mamaku and rewarewa at the side of the eel, and koura filled creeks. Fish, such as the piharau, kokopu, tunaheke, patiki and shellfish, were abundant in the waters and on the reefs at the mouth of the river.

During the time of internal warfare, the valley through which the river runs was a trap for the unwary. The many re-entrants and secondary valleys provided natural hiding and attacking areas and, if necessary, places of refuge.

To the people of Ngaati Ruanui, all the rivers and their respective valleys are of the utmost importance because of their physical, spiritual and social significance in the past, present, and future.

#### 4. ROLE OF THE GOVERNANCE ENTITY

4.1 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statement of Association concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

4.1.1 the preparation, consistent with Part IIIA of the Conservation Act 1987, sections 40A and 40B of the Reserves Act 1977 and section 47 of the National Parks Act 1980, of all conservation management strategies, conservation management plans and/or national park management plans which relate to the Area;

4.1.2 the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area.

4.2 In order to enable the Governance Entity to fulfil its role under **clause 4.1**, the Crown will provide the Governance Entity with relevant information to enable the Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

4.3 The Crown will inform the Governance Entity of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

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maw



## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: TANGAHOE RIVER – MINISTER OF CONSERVATION

#### 5. OTHER PROVISIONS

5.1 Under sections [ ] of the Settlement Act (**clauses 9.3.39 to 9.3.41** of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and
- (b) without limiting **clause 5.1.1(a)**, no person, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Ngaati Ruanui's association with the Area than that person would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;

5.1.2 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

5.1.3 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

5.2 Nothing in this Deed of Recognition requires the Crown to undertake any management or administrative function referred to in **clause 4**.

#### 6. NO LIMITATION ON CROWN

6.1 The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Tangahoe River with a person or persons other than Ngaati Ruanui or the Governance Entity.

#### 7. TERMINATION

7.1 Under section [ ] of the Settlement Act (**clause 9.3.35** of the Deed of Settlement), if:

- 7.1.1 the Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it; or
- 7.1.2 the Area or part of it is disposed of by the Crown; or
- 7.1.3 the responsibility for managing the Area or part of it is transferred to a different ministerial portfolio or Department;

this Deed of Recognition will terminate in respect of the Area or part of it.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 11: DEEDS OF RECOGNITION: TANGAHOE  
RIVER – MINISTER OF CONSERVATION**

**8. CONTINUED INPUT**

8.1 If the events specified in **clauses 7.1.2 or 7.1.3** occur, or there is a change in the applicable statutory management regime over the Area or part of it, the Crown agrees that it will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Area or part of it through the negotiation with the Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.

**9. NO ASSIGNMENT**

9.1 The Governance Entity's rights and obligations under this Deed of Recognition are not assignable.

**10. INTERPRETATION**

10.1 Terms defined in the Deed of Settlement and the Settlement Act will have the same meaning in this Deed of Recognition. In addition:

**concession** has the meaning given to it in section 2 of the Conservation Act 1987.

10.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**SIGNED** as a deed on [                      ]

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

[                      ],  
the Minister of Conservation

in the presence of:

Name:

Occupation:

Address:

*[Insert appropriate attestation for the Governance Entity]*

*Mom  
APA*

**DEED OF RECOGNITION FOR THE TANGAHOE RIVER -  
COMMISSIONER OF CROWN LANDS**

*man  
APM*

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 11: DEEDS OF RECOGNITION: TANGAHOE  
RIVER – COMMISSIONER OF CROWN LANDS**

**THIS DEED** is made on *[insert date]*

**PARTIES**

- (1) *[Name of Ngaati Ruanui Governance Entity]* (the **Governance Entity**)
- (2) **HER MAJESTY THE QUEEN in right of New Zealand** acting by the Commissioner of Crown Lands (the **Crown**)

**BACKGROUND**

- A On *[date]* Ngaati Ruanui and the Crown entered into a deed of settlement (the **Deed of Settlement**) recording the matters required to give effect to a settlement of all of the Historical Claims of Ngaati Ruanui.
- B Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the **“Settlement Act”**) (clause 9.3.30 of the **Deed of Settlement**), the **Governance Entity** and the **Crown** agreed to enter into **Deeds of Recognition** acknowledging, on the terms identified below, Ngaati Ruanui’s statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngaati Ruanui in relation to specific areas is based.

**THE PARTIES** agree as follows:

1. **AREA**

- 1.1 The area to which this **Deed of Recognition** applies is the area known as the Tangahoe River (the **“Area”**), as shown on **SO Plan 14740**.

2. **PREAMBLE**

- 2.1 Under section [ ] of the **Settlement Act** (clause 9.3.18(c) of the **Deed of Settlement**), the **Crown** acknowledges Ngaati Ruanui’s statement of Ngaati Ruanui’s cultural, spiritual, historic and traditional association with the Tangahoe River (the **“Statement of Association”**), as set out in **clause 3**.

3. **CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATIONS WITH THE TANGAHOE RIVER**

Ngaati Ruanui history informs us that the people of the **Kahui Maunga** (mountain people of the highest rank) inhabited the **South Taranaki** area prior to the arrival of the **Aotea Waka**. They in turn were vanquished and enveloped through warfare and intermarriage into the **Aotea, Ruanui-a Pookiwa** history. One of the areas in which these people were renowned to have flourished is known as the **Tangahoe River** and valley.

The late **Ueroa (Charlie) Ngarewa**, an elder of both **Tangaahoe** and **Ngaati Hine** descent gave one version of the origin of the name **Tangaahoe**. He said the name **Tangaahoe** was given to the river because of an incident that occurred, whereby the steering oar was lost from a large deep sea fishing **Waka** as it attempted to return to the **Tauranga Waka**. The comment was made that, “if there were two steering oars like that of the **Waka Tipua of Turi**

*AMA  
now*

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: TANGAHOE RIVER – COMMISSIONER OF CROWN LANDS

Ariki then the flight to its resting place would remain true.” Turi was the Ariki (Rangatira of highest rank) of the Aotea Waka.

*Tangaahoe: the steering oars of Turi Ariki.*

The Tangahoe River has been a major supply of food and water resources to its people both prior to and since the arrival of the Aotea Waka. The valley, like the rest of the southern lands, was a fertile paradise. Because of the mild temperatures it was without extremes, and promoted lush vegetation that was checked only by the occasional equinoctial weather patterns. Birds such as manunui (which made its nests amongst the koromiko bushes), kereru (the food of ngaa Ariki), pukeko (the treasured species brought on the Aotea Waka), tiwaiwaka (the guardian left by Kupe), kahu (the sentinel), kakapo, kiwi, korimako, miromiro (the custodians of the forest), and pipiwharau (the herald of the new year) flourished in the berry filled trees, like the koromiko, kohia, hinau, pipiriri, mamaku and rewarewa at the side of the eel, and koura filled creeks. Fish, such as the piharau, kokopu, tunaheke, patiki and shellfish, were abundant in the waters and on the reefs at the mouth of the river.

During the time of internal warfare, the valley through which the river runs was a trap for the unwary. The many re-entrants and secondary valleys provided natural hiding and attacking areas and, if necessary, places of refuge.

To the people of Ngaati Ruanui, all the rivers and their respective valleys are of the utmost importance because of their physical, spiritual and social significance in the past, present, and future.

#### 4. ROLE OF THE GOVERNANCE ENTITY

- 4.1 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statement of Association concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands, namely, the consideration of any application to the Crown for any rights for use or occupation, (including any renewals) in relation to the Area, including the terms and conditions of any rights of use or occupation.
- 4.2 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard had to its views relating to the association described in the Statement of Association concerning the following management and administration activities within the Area if at any time the Crown, at its discretion, undertakes these activities:
  - 4.2.1 the preparation of any plans, strategies or programmes for the protection and management of the Area (including the involvement of the Governance Entity in such plans, strategies, or programmes);
  - 4.2.2 any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - 4.2.3 any programme to eradicate noxious flora or fauna from the Area.

man  
A PIA

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: TANGAHOE RIVER – COMMISSIONER OF CROWN LANDS

4.3 In order to enable the Governance Entity to fulfil its role under **clauses 4.1 and 4.2**, the Crown will:

4.3.1 inform the Governance Entity of any applications to the Crown for rights for use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and

4.3.2 provide the Governance Entity with relevant information to enable the Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

#### 5. OTHER PROVISIONS

5.1 Under sections [ ] of the Settlement Act (**clauses 9.3.39 to 9.3.41** of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

(a) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and

(b) without limiting **clause 5.1.1(a)**, no person, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Ngaati Ruanui's association with the Area than that person would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;

5.1.2 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

5.1.3 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

5.2 Nothing in this Deed of Recognition requires the Crown to undertake any management or administrative function referred to in **clause 4**.

#### 6. NO LIMITATION ON CROWN

6.1 The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Tangahoe River with a person or persons other than Ngaati Ruanui or the Governance Entity.

#### 7. TERMINATION

7.1. Under section [ ] of the Settlement Act (**clause 9.3.35** of the Deed of Settlement), if:

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 11: DEEDS OF RECOGNITION: TANGAHOE RIVER – COMMISSIONER OF CROWN LANDS**

- 7.1.1 the Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it;
- 7.1.2 the Area or part of it is disposed of by the Crown; or
- 7.1.3 the responsibility for managing the Area or part of it is transferred to a different ministerial portfolio or Department

this Deed of Recognition will terminate in respect of the Area or part of it.

**8. CONTINUED INPUT**

- 8.1 If the events specified in **clauses 7.1.2 or 7.1.3** occur, or there is a change in the applicable statutory management regime over the Area or part of it, the Crown agrees that it will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Area or part of it through the negotiation with the Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.

**9. NO ASSIGNMENT**

- 9.1 The Governance Entity's rights and obligations under this Deed of Recognition are not assignable.

**10. INTERPRETATION**

- 10.1 Terms defined in the Deed of Settlement and the Settlement Act will have the same meaning in this Deed of Recognition.
- 10.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**SIGNED** as a deed on [                    ]

**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN in right of**  
**New Zealand by**  
[                    ],  
the Commissioner of Crown Lands

in the presence of:

Name:  
Occupation:  
Address:

*[Insert appropriate attestation for the Governance Entity]*

*Maw  
A M*

**DEED OF RECOGNITION FOR THE WHENUAKURA RIVER –  
MINISTER OF CONSERVATION**

*APA man*



## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: WHENUAKURA RIVER – MINISTER OF CONSERVATION

THIS DEED is made on *[insert date]*

#### PARTIES

- (1) *[Name of Ngaati Ruanui Governance Entity]* (the **Governance Entity**)
- (2) **HER MAJESTY THE QUEEN in right of New Zealand** acting by the Minister of Conservation (the **Crown**)

#### BACKGROUND

- A On *[date]* Ngaati Ruanui and the Crown entered into a deed of settlement (the “**Deed of Settlement**”) recording the matters required to give effect to a settlement of all of the Historical Claims of Ngaati Ruanui.
- B Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the “**Settlement Act**”) (clause 9.3.30 of the Deed of Settlement), the **Governance Entity** and the Crown agreed to enter into **Deeds of Recognition** acknowledging, on the terms identified below, Ngaati Ruanui’s statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngaati Ruanui in relation to specific areas is based.

THE PARTIES agree as follows:

#### 1. AREA

- 1.1 The area to which this Deed of Recognition applies is the area known as the Whenuakura River (the “**Area**”), as shown on SO Plan 14741.

#### 2. PREAMBLE

- 2.1 Under section [ ] of the **Settlement Act** (clause 9.3.18(c) of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui’s statement of Ngaati Ruanui’s cultural, spiritual, historic and traditional association with the Whenuakura River (the “**Statement of Association**”), as set out in **clause 3**.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATIONS WITH THE WHENUAKURA RIVER

The name of this river originated during the time that Turi Arikinui, Kaihautu of the Waka Tipua Aotea, and his wife Rongorongo Tapaairu, who lived with their families between the two rivers, Patea nui a Turi and Whenuakura. Turi was the Ariki (Rangatira of highest rank) of the Aotea Waka.

*Whenuakura: the land belonging to the people of high rank*

Like the Tangahoe River, this river provided the people of the Aotea Waka, and later the people of Ngaati Hine and Ngaati Tupito, with all the resources of life they required to survive.

*APM now*

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: WHENUAKURA RIVER – MINISTER OF CONSERVATION

The valley through which the river flowed provided multiple bird life, animals, clothing, building, gardening, and warfare implements, as well as places where social activities, fishing and waka racing could take place. Sporting activities took place within and outside the surrounding forests. There were also places that Tohunga, Rangatira and other whanau/hapuu/iwi representatives used for burial, washing, baptising and special activities. It was a place where people would go to find peace within themselves.

This river like the others within the rohe, will always be an integral part of the social, spiritual and physical lifestyle of the Ngaati Ruanui people.

#### 4. ROLE OF THE GOVERNANCE ENTITY

4.1 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statement of Association concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

4.1.1 the preparation, consistent with Part IIIA of the Conservation Act 1987, sections 40A and 40B of the Reserves Act 1977 and section 47 of the National Parks Act 1980, of all conservation management strategies, conservation management plans and/or national park management plans which relate to the Area; and

4.1.2 the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area.

4.2 In order to enable the Governance Entity to fulfil its role under **clause 4.1** the Crown will provide the Governance Entity with relevant information to enable the Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

4.3 The Crown will inform the Governance Entity of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 5. OTHER PROVISIONS

5.1 Under section [ ] of the Settlement Act (**clauses 9.3.39 to 9.3.41** of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

(a) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and

(b) without limiting **clause 5.1.1(a)**, no person, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Ngaati Ruanui's association with the Area than that person would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: WHENUAKURA RIVER – MINISTER OF CONSERVATION

5.1.2 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

5.1.3 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

5.2 Nothing in this Deed of Recognition requires the Crown to undertake any management or administrative function referred to in **clause 4**.

#### 6. NO LIMITATION ON CROWN

6.1 The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Whenuakura River with a person or persons other than Ngaati Ruanui or the Governance Entity.

#### 7. TERMINATION

7.1 Under section [ ] of the Settlement Act (**clause 9.3.35** of the Deed of Settlement), if:

7.1.1 the Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it; or

7.1.2 the Area or part of it is disposed of by the Crown; or

7.1.3 the responsibility for managing the Area or part of it is transferred to a different ministerial portfolio or Department;

this Deed of Recognition will terminate in respect of the Area or part of it.

#### 8. CONTINUED INPUT

8.1 If the events specified in **clauses 7.1.2** or **7.1.3** occur, or there is a change in the applicable statutory management regime over the Area or part of it, the Crown agrees that it will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Area or part of it through the negotiation with the Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.

#### 9. NO ASSIGNMENT

9.1 The Governance Entity's rights and obligations under this Deed of Recognition are not assignable.

#### 10. INTERPRETATION

10.1 Terms defined in the Deed of Settlement and the Settlement Act will have the same meaning in this Deed of Recognition. In addition:

**concession** has the meaning given to it in section 2 of the Conservation Act 1987.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 11: DEEDS OF RECOGNITION: WHENUAKURA RIVER – MINISTER OF CONSERVATION**

10.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**SIGNED** as a deed on [                    ]

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

[                    ],  
the Minister of Conservation

in the presence of:

Name:

Occupation:

Address:

*[Insert appropriate attestation for the Governance Entity]*

*man  
ALA*

**DEED OF RECOGNITION FOR THE WHENUAKURA RIVER -  
COMMISSIONER OF CROWN LANDS**

*man  
A19*

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: WHENUAKURA RIVER – COMMISSIONER OF CROWN LANDS

THIS DEED is made on *[insert date]*

#### PARTIES

- (1) *[Name of Ngaati Ruanui Governance Entity]* (the **Governance Entity**)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Commissioner of Crown Lands (the **Crown**)

#### BACKGROUND

- A On *[date]* Ngaati Ruanui and the Crown entered into a deed of settlement (the “**Deed of Settlement**”) recording the matters required to give effect to a settlement of all of the Historical Claims of Ngaati Ruanui.
- B Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the “**Settlement Act**”) (clause 9.3.30 of the Deed of Settlement), the Governance Entity and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngaati Ruanui’s statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngaati Ruanui in relation to specific areas is based.

THE PARTIES agree as follows:

#### 1. AREA

- 1.1 The area to which this Deed of Recognition applies is the area known as the Whenuakura River (the “**Area**”), as shown on SO Plan 14741.

#### 2. PREAMBLE

- 2.1 Under Section [ ] of the Settlement Act (clause 9.3.18(c) of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui’s statement of Ngaati Ruanui’s cultural, spiritual, historic and traditional association with the Whenuakura River (the “**Statement of Association**”), as set out in clause 3.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATIONS WITH THE WHENUAKURA RIVER

The name of this river originated during the time that Turi Arikinui, Kaihautu of the Waka Tipua Aotea, and his wife Rongorongo Tapaairu, who lived with their families between the two rivers, Patea nui a Turi and Whenuakura. Turi was the Ariki (Rangatira of highest rank) of the Aotea Waka.

*Whenuakura: the land belonging to the people of high rank*

*man  
AUA*

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: WHENUAKURA RIVER – COMMISSIONER OF CROWN LANDS

Like the Tangahoe River, this river provided the people of the Aotea Waka, and later the people of Ngaati Hine and Ngaati Tupito, with all the resources of life they required to survive.

The valley through which the river flowed provided multiple bird life, animals, clothing, building, gardening, and warfare implements, as well as places where social activities, fishing and waka racing could take place. Sporting activities took place within and outside the surrounding forests. There were also places that Tohunga, Rangatira and other whanau/hapuu/iwi representatives used for burial, washing, baptising and special activities. It was a place where people would go to find peace within themselves.

This river like the others within the rohe, will always be an integral part of the social, spiritual and physical lifestyle of the Ngaati Ruanui people.

#### 4. ROLE OF THE GOVERNANCE ENTITY

- 4.1 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statement of Association concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands, namely, the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of any rights of use or occupation.
- 4.2 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard had to its views relating to the association described in the Statement of Association concerning the following management and administration activities within the Area if at any time the Crown, at its discretion, undertakes these activities:
- 4.2.1 the preparation of any plans, strategies or programmes for the protection and management of the Area (including the involvement of the Governance Entity in such plans, strategies, or programmes);
  - 4.2.2 any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - 4.2.3 any programme to eradicate noxious flora or fauna from the Area.
- 4.3 In order to enable the Governance Entity to fulfil its role under **clauses 4.1 and 4.2**, the Crown will:
- 4.3.1 inform the Governance Entity of any applications to the Crown for rights for use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - 4.3.2 provide the Governance Entity with relevant information to enable the Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 11: DEEDS OF RECOGNITION: WHENUAKURA  
RIVER – COMMISSIONER OF CROWN LANDS**

**5. OTHER PROVISIONS**

5.1 Under section [ ] of the Settlement Act (clauses 9.3.39 to 9.3.41 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1.1(a), no person, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Ngaati Ruanui's association with the Area than that person would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;

5.1.2 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

5.1.3 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

5.2 Nothing in this Deed of Recognition requires the Crown to undertake any management or administrative function referred to in clause 4.

**6. NO LIMITATION ON CROWN**

6.1 The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Whenuakura River with a person or persons other than Ngaati Ruanui or the Governance Entity.

**7. TERMINATION**

7.1. Under section [ ] of the Settlement Act (clause 9.3.35 of the Deed of Settlement), if:

7.1.1 the Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it; or

7.1.2 the Area or part of it is disposed of by the Crown; or

7.1.3 the responsibility for managing the Area or part of it is transferred to a different ministerial portfolio or Department;

this Deed of Recognition will terminate in respect of the Area or part of it.



**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 11: DEEDS OF RECOGNITION: WHENUAKURA  
RIVER – COMMISSIONER OF CROWN LANDS**

**8. CONTINUED INPUT**

8.1 If the events specified in **clauses 7.1.2 or 7.1.3** occur, or there is a change in the applicable statutory management regime over the Area or part of it, the Crown agrees that it will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Area or part of it through the negotiation with the Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.

**9. NO ASSIGNMENT**

9.1 The Governance Entity's rights and obligations under this Deed of Recognition are not assignable.

**10. INTERPRETATION**

10.1 Terms defined in the Deed of Settlement and the Settlement Act will have the same meaning in this Deed of Recognition.

10.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**SIGNED** as a deed on [                    ]

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

[                    ],  
the Commissioner of Crown Lands

in the presence of:

Name:  
Occupation:  
Address:

*[Insert appropriate attestation for the Governance Entity]*

*APA  
man*

**DEED OF RECOGNITION FOR THE PATEA RIVER –  
MINISTER OF CONSERVATION**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: PATEA RIVER – MINISTER OF CONSERVATION

THIS DEED is made on *[insert date]*

#### PARTIES

- (1) *[Name of Ngaati Ruanui Governance Entity]* (the **Governance Entity**)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (the **Crown**)

#### BACKGROUND

- A On *[date]* Ngaati Ruanui and the Crown entered into a deed of settlement (the “**Deed of Settlement**”) recording the matters required to give effect to a settlement of all of the Historical Claims of Ngaati Ruanui.
- B Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the “**Settlement Act**”) (clause 9.3.30 of the Deed of Settlement), the Governance Entity and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngaati Ruanui’s statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngaati Ruanui in relation to specific areas is based.

THE PARTIES agree as follows:

#### 1. AREA

- 1.1 The area to which this Deed of Recognition applies is the area known as the Patea River (excluding Lake Rotorangi) (the “**Area**”), as shown on SO Plan 14742.

#### 2. PREAMBLE

- 2.1 Under section [ ] of the Settlement Act (clause 9.3.18(c) of the Deed of Settlement), the Crown acknowledges Ngaati Ruanui’s statement of Ngaati Ruanui’s cultural, spiritual, historic and traditional association with the Patea River (the “**Statement of Association**”), as set out in clause 3.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATIONS WITH THE PATEA RIVER

The full name of this river is Patea nui a Turi. It was named by Turi on his arrival overland after leaving the Aotea Waka at Kawhia. The name Patea was given by Turi Ariki when upon seeing ngaa kaitiaki (the guardians) left by Kupe as guides for him and his family, he exclaimed “Ka Patea tatou” - we have arrived at Patea.

Since that arrival, the river has played an important part in the lifestyles of the Aotea people. The riverbanks have provided the soil for the gardens of Rongorongo Tapaairu called Hekeheke I papa, the karaka grove called Papawhero, and the spring of life of Turi and Rongorongo called Parara-ki-te-Uru.

APA  
MOW

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: PATEA RIVER – MINISTER OF CONSERVATION

The source of the Patea River is on the mountain Rua Taranaki, and is called Whakapou Karakia.

Whakapou Karakia can be found upon the mountain Rua Taranaki within the rohe of Ngaati Ruanui.

Upon the arrival of the Aotea people to south Taranaki from Kawhia, Turi Ariki at Te Pou a Turi, laid claim to the surrounding territory and the river, "which until then has been known as Te Awa o Taikehu", as belonging to him and his descendants.

Upon completing the respective rituals, to protect the newly gained lands from unwanted entities, he then proceeded to spiritually purify the rest of the area.

The newly claimed river, because of its spiritual and life giving resources, was then traversed and spiritual Kaitiaki sown in every location that was to become significant to the people of the Aotea Waka along the total length of the river. These purifying rituals continued to the source of the river on the mountain. It was at this locality upon the mountain that the final Karakia of protection was done to unite all the Kaitiaki as one in the protection of the waters and resources pertaining to the river, hence:

Whaka: *to do;*

Pou: *Pillar of Strength; and*

Karakia: *Invocation.*

#### 4. ROLE OF THE GOVERNANCE ENTITY

4.1 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statement of Association concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

4.1.1 the preparation, consistent with Part IIIA of the Conservation Act 1987, sections 40A and 40B of the Reserves Act 1977 and section 47 of the National Parks Act 1980, of all conservation management strategies, conservation management plans and/or national park management plans which relate to the Area; and

4.1.2 the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area.

4.2 In order to enable the Governance Entity to fulfil its role under **clause 4.1** the Crown will provide the Governance Entity with relevant information to enable the Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

4.3 The Crown will inform the Governance Entity of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: PATEA RIVER – MINISTER OF CONSERVATION

#### 5. OTHER PROVISIONS

5.1 Under section [ ] of the Settlement Act (**clauses 9.3.39 to 9.3.41** of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and
- (b) without limiting **clause 5.1.1(a)**, no person, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Ngaati Ruanui's association with the Area than that person would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;

5.1.2 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

5.1.3 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

5.2 Nothing in this Deed of Recognition requires the Crown to undertake any management or administrative function referred to in **clause 4**.

#### 6. NO LIMITATION ON CROWN

6.1 The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Patea River with a person or persons other than Ngaati Ruanui or the Governance Entity.

#### 7. TERMINATION

7.1 Under section [ ] of the Settlement Act (**clause 9.3.35** of the Deed of Settlement), if:

- 7.1.1 the Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it; or
- 7.1.2 the Area or part of it is disposed of by the Crown; or
- 7.1.3 the responsibility for managing the Area or part of it is transferred to a different ministerial portfolio or Department;

this Deed of Recognition will terminate in respect of the Area or part of it.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 11: DEEDS OF RECOGNITION: PATEA  
RIVER – MINISTER OF CONSERVATION**

**8. CONTINUED INPUT**

8.1 If the events specified in **clauses 7.1.2** or **7.1.3** occur, or there is a change in the applicable statutory management regime over the Area or part of it, the Crown agrees that it will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Area or part of it through the negotiation with the Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.

**9. NO ASSIGNMENT**

9.1 The Governance Entity's rights and obligations under this Deed of Recognition are not assignable.

**10. INTERPRETATION**

10.1 Terms defined in the Deed of Settlement and the Settlement Act will have the same meaning in this Deed of Recognition. In addition:

**concession** has the meaning given to it in section 2 of the Conservation Act 1987.

10.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**SIGNED** as a deed on [                      ]

**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN in right of  
New Zealand** by  
[                      ],  
the Minister of Conservation

in the presence of:

Name:  
Occupation:  
Address:

*[Insert appropriate attestation for the Governance Entity]*

*now  
A/H*

**DEED OF RECOGNITION FOR THE PATEA RIVER –  
COMMISSIONER OF CROWN LANDS**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 11: DEEDS OF RECOGNITION: PATEA RIVER – COMMISSIONER OF CROWN LANDS**

**THIS DEED** is made on *[insert date]*

**PARTIES**

- (1) *[Name of Ngaati Ruanui Governance Entity]* (the **Governance Entity**)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Commissioner of Crown Lands (the **Crown**)

**BACKGROUND**

- A On *[date]* Ngaati Ruanui and the Crown entered into a deed of settlement (the “**Deed of Settlement**”) recording the matters required to give effect to a settlement of all of the Historical Claims of Ngaati Ruanui.
- B Under section [ ] of the Ngaati Ruanui Claims Settlement Act [ ] (the “**Settlement Act**”) (clause 9.3.30 of the Deed of Settlement), the **Governance Entity** and the **Crown** agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngaati Ruanui’s statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngaati Ruanui in relation to specific areas is based.

**THE PARTIES** agree as follows:

1. **AREA**

- 1.1 The area to which this Deed of Recognition applies is the area known as the Patea River (excluding Lake Rotorangi) (the “**Area**”), as shown on SO Plan 14742.

2. **PREAMBLE**

Under section [ ] of the **Settlement Act** (clause 9.3.18(c) of the Deed of Settlement), the **Crown** acknowledges Ngaati Ruanui’s statement of Ngaati Ruanui’s cultural, spiritual, historic and traditional association with the Patea River (the “**Statement of Association**”), as set out in clause 3.

3. **CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATIONS WITH THE PATEA RIVER**

The full name of this river is Patea nui a Turi. It was named by Turi on his arrival overland after leaving the Aotea Waka at Kawhia. The name Patea was given by Turi Ariki when upon seeing ngaa kaitiaki (the guardians) left by Kupe as guides for him and his family, he exclaimed “Ka Patea tatou” - we have arrived at Patea.

Since that arrival, the river has played an important part in the lifestyles of the Aotea people. The riverbanks have provided the soil for the gardens of Rongorongoro Tapaairu called Hekeheke I papa, the karaka grove called Papawhero, and the spring of life of Turi and Rongorongoro called Parara-ki-te-Uru.

*now  
AREA*



## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: PATEA RIVER – COMMISSIONER OF CROWN LANDS

The source of the Patea River is on the mountain Rua Taranaki, and is called Whakapou Karakia.

Whakapou Karakia can be found upon the mountain Rua Taranaki within the rohe of Ngaati Ruanui.

Upon the arrival of the Aotea people to south Taranaki from Kawhia, Turi Ariki at Te Pou a Turi, laid claim to the surrounding territory and the river, "which until then has been known as Te Awa o Taikahu", as belonging to him and his descendants.

Upon completing the respective rituals, to protect the newly gained lands from unwanted entities, he then proceeded to spiritually purify the rest of the area.

The newly claimed river, because of its spiritual and life giving resources, was then traversed and spiritual Kaitiaki sown in every location that was to become significant to the people of the Aotea Waka along the total length of the river. These purifying rituals continued to the source of the river on the mountain. It was at this locality upon the mountain that the final Karakia of protection was done to unite all the Kaitiaki as one in the protection of the waters and resources pertaining to the river, hence:

Whaka: *to do;*

Pou: *Pillar of Strength; and*

Karakia: *Invocation.*

#### 4. ROLE OF THE GOVERNANCE ENTITY

- 4.1 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statement of Association concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands, namely, the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of any rights of use or occupation.
- 4.2 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard had to its views relating to the association described in the Statement of Association concerning the following management and administration activities within the Area if at any time the Crown, at its discretion, undertakes these activities:
- 4.2.1 the preparation of any plans, strategies or programmes for the protection and management of the Area (including the involvement of the Governance Entity in such plans, strategies, or programmes);
- 4.2.2 any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- 4.2.3 any programme to eradicate noxious flora or fauna from the Area.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 11: DEEDS OF RECOGNITION: PATEA RIVER – COMMISSIONER OF CROWN LANDS

4.3 In order to enable the Governance Entity to fulfil its role under **clauses 4.1 and 4.2**, the Crown will:

4.3.1 inform the Governance Entity of any applications to the Crown for rights for use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and

4.3.2 provide the Governance Entity with relevant information to enable the Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

#### 5. OTHER PROVISIONS

5.1 Under section [ ] of the Settlement Act (**clauses 9.3.39 to 9.3.41** of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

(a) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person under any statute, regulation, or bylaw; and

(b) without limiting **clause 5.1.1(a)**, no person, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Ngaati Ruanui's association with the Area than that person would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;

5.1.2 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement; and

5.1.3 except as expressly provided in this Deed of Recognition, this Deed of Recognition does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

5.2 Nothing in this Deed of Recognition requires the Crown to undertake any management or administrative function referred to in **clause 4**.

#### 6. NO LIMITATION ON CROWN

6.1 The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Patea River with a person or persons other than Ngaati Ruanui or the Governance Entity.

#### 7. TERMINATION

7.1 Under section [ ] of the Settlement Act (**clause 9.3.35** of the Deed of Settlement), if:

7.1.1 the Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it; or



**PART 12: PLACE NAMES**

**(Clause 9.4.1)**

*man  
AIA*

DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 12: PLACE NAMES

<b>Existing Place Name</b>	<b>Amended Place Name</b>
Mangimangi Stream	Mangemange Stream

<b>Names to be allocated by the Governance Entity to sites presently not named</b>	<b>Location</b>
Whitikau	NZMS 260 sheet 21 New Zealand map grid co-ordinates 336 610
Maraeroa	NZMS 260 sheet 21 New Zealand map grid co-ordinates 445 817
Te Ramanui	NZMS 260 sheet 21 New Zealand map grid co-ordinates 188 790

Maw  
APA

**PART 13: STATEMENTS OF ASSOCIATION**  
**(Clause 9.5.1)**

*man  
APG*

**STATEMENT OF ASSOCIATION WITH NGAA TAONGA A  
TAANE RAUA KO TANGAROA**

**(Clause 9.5.1)**

DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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PART 13: STATEMENTS OF ASSOCIATION: NGAA TAONGA A TAANE RAUA KO TANGAROA

**Cultural, spiritual, historic and traditional associations with Ngaa Taonga a Taane raua ko Tangaroa**

*The whaikorero (oral history) of our tupuna of old and now honoured by each generation thereafter places the utmost importance on the role of Ngaati Ruanui as kaitiakitanga (guardians) for all the life forms of the environment. Ngaati Ruanui have always believed that the environment including all indigenous species of fish, flora and fauna are inter-related through whakapapa and all are precious to Ngaati Ruanui. All species are important and all play their particular role within the environment. The integration of all species in the environment is woven within the holistic pattern of life itself. Ngaati Ruanui as a people are part and parcel of the environment itself.*

*Ngaati Ruanui recognise that any negative effects on one species may cause ill effects for other species. Ngaati Ruanui continue to maintain a kaitiaki (guardian) role to look after all species within our environment.*

*The mauri (life force) of all species is important to Ngaati Ruanui, the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All species of the natural environment possess a life force and all forms of life are related.*

new  
AREA



**STATEMENT OF ASSOCIATION WITH PUURANGI**

**(Clause 9.5.1)**

**Cultural, spiritual, historic and traditional associations with Puurangi**

*Puurangi is the name of the green stone that can be found within the rohe of Ngaati Ruanui.*

*The legend of Puurangi has its origin back in time during the mystical and legendary period of the spiritual bird, Te Manu-nui a Ruakapanga. Ruakapanga was the name given to the manu that flew between the heavens and earth as a Kaitiaki for both Ngaa Atua me ngaa Taangata. This manu was believed to drink from the waters of Rua Taranaki at a place named "Ngaa Wai o Ruakapanga" and then fly on to the inland region of Puurangi (the place) to feed. Legend has it that Puurangi was formed from the spittle of Ruakapanga that fell when it fed. Ngaati Ruanui used to gather food and natural resources, such as Puurangi, from that particular region.*

*Puurangi (argillite) is the only known local argillite within the Taranaki region. Although the argillite comes in many colours, the only other known source of this green-coloured argillite is on D'Urville Island (known by Ngaati Ruanui as "Ngamotu o Raumano"). Puurangi is a hard, fine-grained and distinctly green-coloured kohatu.*

*Puurangi is one of the rock types that was taken from a steep valley in the inland region (near Mangaehu) and made into adzes by Ngaati Ruanui. The discovery of a significant percentage of adzes in the coastal belt of Taranaki, which could have been made from rocks common in the inland Taranaki region, has lead historians to infer that there were strong cultural ties between inland and coastal Maaori. (A common saying within many hapu of Ngaati Ruanui is "Ngaati Ruanui ki Uta, Ngaati Ruanui ki Tai, Ngaati Ruanui ki Tai, Ngaati Ruanui ki Uta, orite.")*

**PART 14: DEED GRANTING A RIGHT OF FIRST REFUSAL  
OVER SHELLFISH QUOTA**

**(Clause 9.7.1)**

*APA  
now*

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 14: DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA**

**DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA**

Date: [            ].

**PARTIES:**

- (1) *[insert here name of the Governance Entity]* (the **Governance Entity**); and
- (2) **HER MAJESTY THE QUEEN in right of New Zealand** (the **Crown**)

**BACKGROUND:**

- A. Ngaati Ruanui and the Crown are parties to a deed of settlement to settle the **Historical Claims of Ngaati Ruanui** dated *[insert here date of Deed of Settlement]* (the "**Deed of Settlement**").
- B. The **Crown** agreed under the **Deed of Settlement** that the **Crown** would, by the **Settlement Date** under that **Deed**, enter into a deed in the form of this **Deed** granting the **Governance Entity** a right of first refusal over certain **Shellfish Quota**.
- C. This **Deed** is in satisfaction of the obligations of the **Crown** referred to in **clause B** of the **Background**.

**THE PARTIES** agree as follows:

**1. THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND**

1.1 This **Deed** applies only if, during the period of 50 years from the **Settlement Date**, the **Minister of Fisheries**:

1.1.1 declares, under the **Fisheries Legislation**, an **Applicable Species** to be subject to the **Quota Management System**; and

1.1.2 sets, under the **Fisheries Legislation**, a **Total Allowable Commercial Catch** (a "**TACC**") for that **Applicable Species** for a **Quota Management Area** that includes some or all of the coastline of the **Shellfish RFR Area** (an "**Applicable TACC**").

**2. THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC**

2.1 This **Deed** applies only to **Quota** ("**Applicable Quota**") that:

2.1.1 relates to an **Applicable TACC**; and

2.1.2 has been allocated to the **Crown** as either:

- (a) **Individual Transferable Quota** (and not as **Provisional Individual Transferable Quota**) under section 49(1) of the **Fisheries Act 1996**; or

MAN  
AQA

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 14: DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA

- (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

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

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

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

##### 4.1 Where:

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

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

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

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

##### 4.2 Where:

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

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

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

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

##### 4.3 For the purposes of this clause:

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

“B” is the length of coastline of the relevant Quota Management Area;

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 14: DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA**

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

“x” is the Required Minimum Amount of Applicable Quota.

4.4 For the purposes of this clause:

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

4.4.2 in particular, but without limiting the Crown’s ability to use a different method, the Crown may determine that the length of coastline of the Shellfish RFR Area means the distance (being determined by the Crown) between Fisheries Point (Waihi Stream, south east bank) (approximately 2616748E; 6176752N) and Fisheries Point (Patea River, north west bank) (approximately 2637465E; 6158020N) (such Fisheries Points being approximately marked on the map of the Shellfish RFR Area included as **schedule 2**).

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

**Crown must give offer by written 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 any RFR Notice given to the Governance Entity under **clause 5.1** at any time before the Governance Entity accepts the offer in that 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 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 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 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

*MAN APPA*

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 14: DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA**

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 2 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 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 disclosing the terms of the agreement; and

7.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of that 2 year period 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 has given 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 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 in the RFR Notice; then

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

**9. PROVISIONS OF THIS DEED THAT APPLY TO A RE-OFFER**

9.1 **Clauses 6 to 8** apply to any RFR Notice given under **clause 7.1.5** or **clause 8**.

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 14: DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA**

**10. EFFECT OF THIS DEED**

10.1 Nothing in this Deed will require the Crown to:

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

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

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

10.2 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.

10.3 Nothing in this Deed affects, or derogates from, and the rights and obligations created by this Deed are subject to:

10.3.1 any legislation or rule of law that must be complied with before any Applicable Quota is sold to the Governance Entity;

10.3.2 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, for the avoidance of doubt, reasonable steps do not include changing the law); and

10.3.3 any requirements under any legislation or rule of law that the Crown must Sell the Applicable Quota to any third party.

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

**Sales to certain persons are exempt**

11.1 **Clause 3** does not apply if the Crown is Selling Applicable Quota to the Governance Entity.

**12. TIME LIMITS**

12.1 Time is of the essence for all time limits imposed on the Crown and the Governance Entity under this Deed. The Crown and the Governance Entity may agree in writing to an extension of time limits.

**13. ENDING OF RIGHT OF FIRST REFUSAL**

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

13.1 The obligations of the Crown set out in this Deed will end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with **clause 6** or **clause 10.3** of this Deed.

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## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 14: DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA

#### RFR ends after 50 years

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

#### 14. DEFINITIONS AND INTERPRETATION

##### Definitions

14.1 In this Deed, unless the context otherwise requires:

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

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

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

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

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

##### **Crown** means

- (a) Her Majesty the Queen in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
  - (i) an Office of Parliament;
  - (ii) a Crown entity (as defined in section 2(1) of the Public Finance Act 1989); or
  - (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or
  - (iv) any person which the Public Finance Act 1989 provides is not part of the Crown; and
- (d) for the avoidance of doubt, does not include the New Zealand Railways Corporation;

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

**Expiry Date** means, in respect of an RFR Notice, the date 1 month after the RFR Notice is received by the Governance Entity;

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 14: DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA

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

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

**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 (or under Part IIA or Part IIB of the Fisheries Act 1983, as the case may be);

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

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

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

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

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

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

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

**Total Allowable Commercial Catch** or **TACC** means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996 (or specified for a fishery under section 28C(1), section 28CA, section 280B, or section 280C of the Fisheries Act 1983, as the case may be).

### Interpretation

14.2 The rules of interpretation set out in **clause 14.2** of the Deed of Settlement apply to the interpretation of this Deed.

**SIGNED** as a deed

*[Insert appropriate attestation clauses]*

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DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 14: DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA

SCHEDULE 1

APPLICABLE SPECIES

(Clause 14.1)

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

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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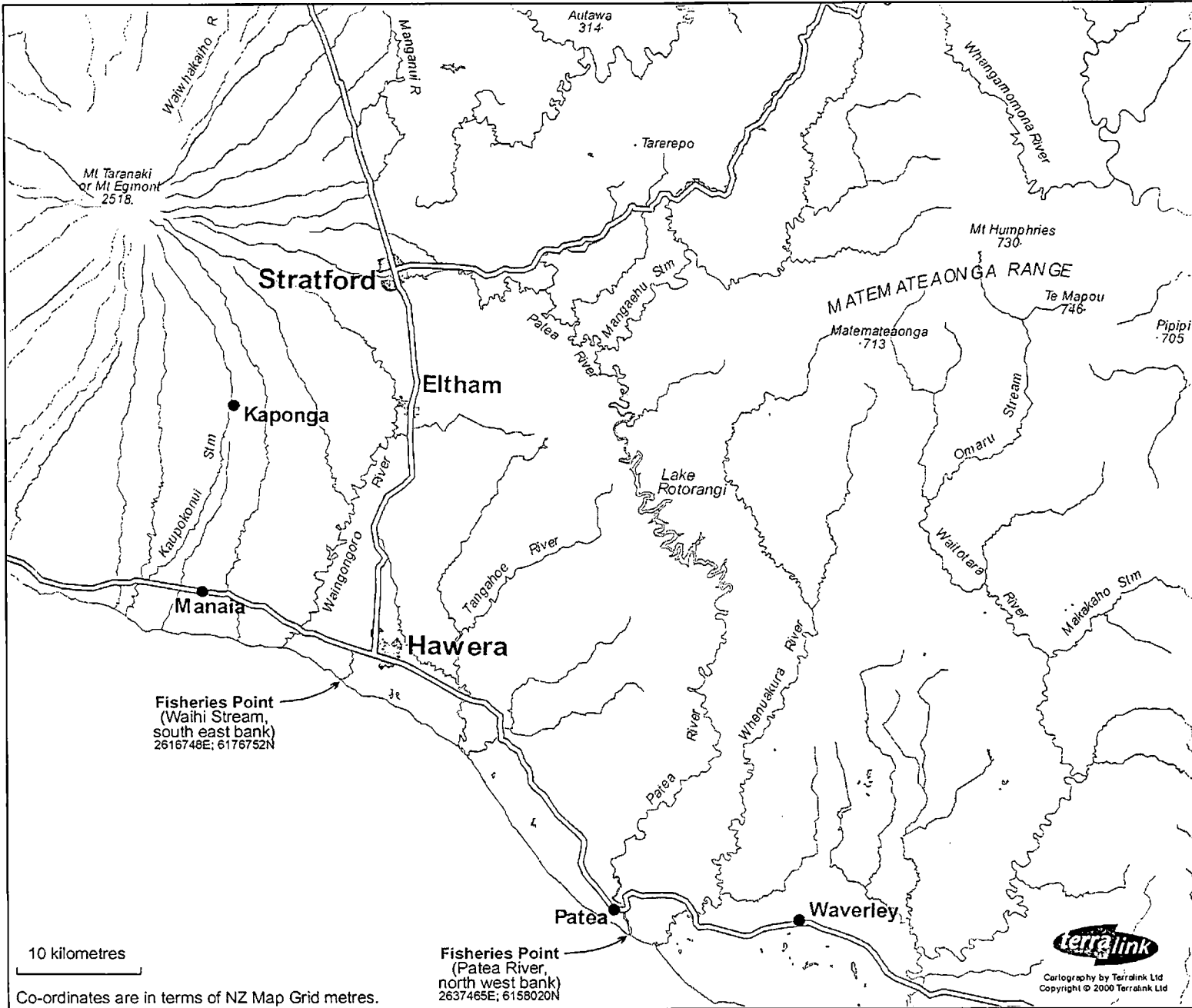
**PART 14: DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA**

**SCHEDULE 2**

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

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SHELLFISH RFR AREA  
FOR NGAATI RUANUI



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**PART 15: RIGHT TO PURCHASE AUTHORISATIONS IN  
RESPECT OF COASTAL TENDERING**

**(Clause 9.8)**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 15: RIGHT TO PURCHASE AUTHORISATIONS IN RESPECT OF COASTAL TENDERING

#### 1. Exercise of Right to Purchase Authorisations

1.1 The Crown agrees, and the Settlement Legislation will provide, that the right to purchase Authorisations described in **clause 9.8** of the Deed of Settlement will be exercisable as follows:

- (a) at least 10 Business Days before any offer by public tender, in accordance with section 157 of the Resource Management Act 1991, of Authorisations for the whole or any part of the Specified Coastal Area, as that term is defined in the Deed of Settlement, the Minister of Conservation (the "**Minister**") will notify the Governance Entity of that intended offer and will provide to the Governance Entity, or ensure the Governance Entity has reasonable access to, any information:
  - (i) which would be included in a public notice of the offer of Authorisations in accordance with section 157 of that Act; or
  - (ii) which the Minister would make available, upon request, to any other tenderer or member of the public who so requested;
- (b) after considering tenders submitted for any part of the Specified Coastal Area in accordance with section 158 of the Resource Management Act 1991, the Minister will give written notice to the Governance Entity:
  - (i) offering the Governance Entity, on the terms and conditions (including as to remuneration) specified in the tender or tenders most preferred by the Minister for each Authorisation, that Authorisation or those Authorisations (if more than one) which the Minister considers would satisfy the conditions of **clauses 9.8.2(a)** and **(b)** of the Deed of Settlement. If the only tender is the tender treated as having been lodged by the Governance Entity under **clause 9.8.4(b)** of the Deed of Settlement, or if there are other tenders but the Minister decides not to accept any of those other tenders, the tender treated as having been lodged by the Governance Entity will, for the purposes of this **paragraph 1.1(b)(i)**, be treated as the tender most preferred by the Minister for that Authorisation; and
  - (ii) specifying:
    - (aa) the terms and conditions (including as to remuneration) of every other tender that the Minister proposes to accept for any part of the Specified Coastal Area (which information the Governance Entity must keep strictly confidential);
    - (bb) the size, shape and location of the Authorisations to which those tenders relate; and
    - (cc) such other information (if any) as to those Authorisations and tenders as the Minister considers would be made available, upon request, to any other tenderer or member of the public who so requested;
- (c) without limiting the ability of the Governance Entity and the Crown to discuss any matters, by no later than 5.00 pm on the third Business Day following receipt of the notice given by the Minister pursuant to **paragraph 1.1(b)**, the Governance Entity will either:

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## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 15: RIGHT TO PURCHASE AUTHORISATIONS IN RESPECT OF COASTAL TENDERING

- (i) notify the Minister in writing that the Governance Entity accepts the Minister's offer under **paragraph 1.1(b)(i)** and pay any remuneration then due for the Authorisation or Authorisations within the period specified in that notice (which period will be no less than that which would have applied to the relevant tenderer and will commence on the date notice is received by the Governance Entity);
- (ii) notify the Minister in writing of any different Authorisation or Authorisations specified in the notice given by the Minister under **paragraph 1.1(b)** which the Governance Entity would prefer and regards as qualifying in terms of the criteria in **clauses 9.8.2(a)** and **(b)** of the Deed of Settlement; or
- (iii) notify the Minister in writing that the Governance Entity does not wish to exercise the right to acquire any of the Authorisations so offered;

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

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

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

- (e) if, in accordance with **paragraph 1.1(d)(i)**, the Minister offers to the Governance Entity the Authorisation or Authorisations preferred by the Governance Entity, the Governance Entity will, by no later than 5.00 pm on the third Business Day following receipt of the notice given by the Minister under **paragraph 1.1(d)**, either:
  - (i) notify the Minister in writing that the Governance Entity accepts the Minister's offer under **paragraph 1.1(d)(i)** and pay any remuneration then due for the Authorisation or Authorisations within the period specified in that notice (which period will be no less than that which would have applied to the relevant tenderer and will commence on the date notice is received by the Governance Entity); or
  - (ii) notify the Minister in writing that the Governance Entity does not wish to exercise the right to purchase the Authorisation or Authorisations so offered;

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



**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 15: RIGHT TO PURCHASE AUTHORISATIONS IN RESPECT OF COASTAL TENDERING**

- (f) if the Governance Entity gives notice to the Minister under **paragraph 1.1(c)(i)** that the Governance Entity accepts the Minister's offer under **paragraphs 1.1(b)(i)** or **1.1(d)(i)**, the Minister will, in accordance with section 161 of the Resource Management Act 1991, grant the Authorisation or Authorisations to the Governance Entity accordingly;
- (g) if the Governance Entity fails or declines to exercise the right to purchase any Authorisation in the manner and within the applicable periods specified in **paragraphs 1.1(c)** or **(e)**:
  - (i) subject to **paragraphs 1.1(g)(ii)** to **(iv)**, upon the expiry of the applicable periods specified in **paragraphs 1.1(c)** or **(e)** or the date on which the Governance Entity declines to exercise the right to purchase an Authorisation (whichever is the earlier), the right to purchase that Authorisation pursuant to that tender round will lapse;
  - (ii) the Minister may grant any Authorisation in respect of which the right to purchase has so lapsed to any other tenderer, on identical terms and conditions (including as to remuneration) to those offered to the Governance Entity;
  - (iii) the Minister may grant such Authorisation to any other tenderer on terms and conditions different from those upon which the Minister offered the Authorisation to the Governance Entity, provided that the Minister has first offered the Authorisation to the Governance Entity on those new terms, in accordance with the procedures set out in this **paragraph 1.1** (excepting **paragraphs 1.1(a)**, **1.1(c)(i)**, **1.1(d)** and **1.1(e)**) and the Governance Entity has failed or declined to exercise the right to purchase the Authorisation on those new terms and conditions; and
  - (iv) if the Minister wishes to re-offer the Authorisation by public tender in accordance with section 157 of the Resource Management Act 1991, the Minister must comply with all of the procedures set out in this **paragraph 1.1**.

**2. Resolution of Disputes**

- 2.1 The Governance Entity and the Crown agree that the following provisions will apply if the Governance Entity seeks to dispute any notice given by the Minister under **paragraph 1.1(d)(ii)** or deemed to be so given by the proviso to **paragraph 1.1(d)(ii)**;
- (a) in respect of the various time limits specified in **paragraphs 1.1(b)**, **(c)** and **(e)**, time will be of the essence;
  - (b) if the Governance Entity disputes any notice given by the Minister under **paragraph 1.1(d)(ii)** or treated as having been so given by the proviso to **paragraph 1.1(d)(ii)**, the Governance Entity may give notice in writing to the Minister, by no later than 5.00 pm on the second Business Day following receipt of the notice from the Minister, that the Governance Entity seeks that the dispute be referred to arbitration, and the Governance Entity and the Crown agree that the dispute will then be referred to arbitration under the Arbitration Act 1996, in accordance with this **paragraph 2**, provided that if the Governance Entity fails to give notice within the period specified the Governance Entity will be deemed not to dispute the Minister's notice;
  - (c) the arbitration will be conducted by a single arbitrator:

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**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 15: RIGHT TO PURCHASE AUTHORISATIONS IN RESPECT OF COASTAL TENDERING**

- (i) appointed by the Governance Entity and the Crown if, by 5.00pm on the next Business Day following the day of receipt by the Minister of the notice given by the Governance Entity under **paragraph 2.1(b)**, the Governance Entity and the Crown so agree and appoint; or
  - (ii) otherwise appointed by the President, or his or her nominee, for the time being of the Arbitrators Institute of New Zealand, at the request of either the Governance Entity or the Crown;
- (d) the Governance Entity and the Crown agree:
- (i) to be bound by the award in the arbitration;
  - (ii) that there will be no appeal to any Court arising from that award;
  - (iii) that, accordingly, clauses 4 and 5 of the **Second Schedule** to the Arbitration Act 1996 will not apply;
  - (iv) the award in the arbitration will be made not more than five Business Days after the appointment of the arbitrator under **paragraph 2.1(c)**; and
  - (v) the Governance Entity and the Crown will bear the costs of the arbitration equally, unless otherwise determined by the arbitrator.

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