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**DEED OF RECOGNITION FROM THE COMMISSIONER OF CROWN LANDS**

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**THIS DEED** is made by **THE CROWN** acting by the Commissioner of Crown Lands

## **BACKGROUND**

- A. Raukawa and the Crown are parties to a deed of settlement (the **Deed of Settlement**) to settle the Historical Claims of Raukawa dated 2 June 2012.
- B. Under clause 5.7.2 of the Deed of Settlement, the governance entity and the Crown agreed (if the Deed of Settlement became unconditional) to enter into this Deed by or on the Settlement Date.
- C. The Raukawa Claims Settlement Act 2014 (the **Settlement Act**) has come into effect and the Deed of Settlement has become unconditional.

**IT IS AGREED** as follows:

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

- 1.1 The Crown acknowledges, under section 22 of the Settlement Act, the statements by Raukawa set out in this clause (the **statements of association**) of its cultural, spiritual, historical and traditional association with the statutory areas.

#### **Statements of Association**

- 1.2 These are statements of the particular cultural, spiritual, historical and traditional association of Raukawa with identified areas (a narrative of the importance of the statutory areas)
- 1.3 **Waikato River** - The following statement of association by Raukawa applies to the area known as that part of the Waikato River as shown on deed plan OTS-113-20.

#### **Cultural, Spiritual Historic and Traditional Association of Raukawa with the Waikato River**

- 1.4 The Waikato, Waihou and Pūniu Awa and tributaries are the veins carrying the lifeblood of Papatūānuku. If events or activities affect the awa, they in turn affect Papatūānuku. The awa hold mana in their own right (spiritual authority and power, or a right to exist in a pristine state for intrinsic reasons) and its life essence or life force is the mauri of the awa. Each awa carries the life force for the Raukawa people; that which affects the awa, affects the people.
- 1.5 The Raukawa association to the Waikato, Waihou and Pūniu Awa stems back to the time of the arrival of the Tainui waka to Aotearoa. The Tainui ancestors, Rakatāura and Kahukeke were the first people to settle in the western interior of the central North Island and were responsible for naming significant landmarks.

#### **Waikato Awa and Tributaries**

- 1.6 Raukawa have a special relationship with the Waikato Awa and its tributaries. This includes the seven hydro lakes being Karapiro, Arapuni, Waipapa, Maraetai, Whakamaru, Atiamuri and Ohakuri.

- 1.7 Thirteen generations after the arrival of the Tainui ancestors, Rakatāura and Kahukeke, Raukawa established their interests in the Waikato Awa from the Huka Falls to Tiki o Ihingarangi. Since that time Raukawa hapū have maintained their ahikāroa.
- 1.8 For over 600 years, Raukawa have held that the mauri of the Waikato Awa and the mauri of Raukawa are inextricably linked. The Waikato Awa is a taonga to Raukawa. It is a whole and indivisible entity that flows from Ruapehu to Te Puaha o Waikato (the mouth) and includes its water, banks, beds (and all minerals under them), and its streams, waterways, tributaries, lakes, aquatic life, vegetation, flood plains, wetlands, islands, springs, water column, geothermal aspects, airspace and substratum as well as its metaphysical elements.
- 1.9 Within the region which the awa flows, the relationship that Raukawa have with the awa is paramount. It includes the enhancement of tribal mana but also gives rise to the responsibilities to protect the awa, its mana and mauri. These responsibilities are woven within the customary assertion of mana whakahaere, which is encompassed within long established kawa and tikanga.
- 1.10 Raukawa continue to exercise customary rights and kaitiakitanga in relation to the Waikato Awa within the Raukawa rohe. In accordance with the principles of ahikāroa, Raukawa marae, hapū and whānau still reside next to and live every day with the Waikato Awa. The awa has provided a source of spiritual, cultural, social and physical sustenance for the Raukawa people and, in turn, the role of kaitiaki embraces respect and an inter-generational responsibility.
- 1.11 **Waihou River** - The following statement of association by Raukawa applies to the area known as that part of the Waihou River as shown on deed plan OTS-113-18.

**Cultural, Spiritual, Historic and Traditional Association of Raukawa with the Waihou River**

- 1.12 Raukawa have an association with the Waihou Awa and its tributaries, and in particular, the source of the Waihou and the Waihou Springs. Raukawa acknowledge that other iwi share interests in parts of the Waihou River and its tributaries.
- 1.13 Thirteen generations after the arrival of the Tainui ancestors, Rakatāura and Kahukeke, the ancestor, Raukawa, was born and spent his first days in the region of the Waihou Awa. The grandchildren of Raukawa returned to this region to defeat another iwi. Since that time Raukawa hapū have maintained their ahikāroa.
- 1.14 For over 600 years, Raukawa have held that the mauri of the Waihou Awa and the mauri of Raukawa are inextricably linked. The Waihou Awa is a taonga to Raukawa. It is a whole and indivisible entity that flows from the punawai (source) of the Waihou to the Blue Springs near Putaruru to Te Puaha o Waihou (the mouth) and includes its water, banks, beds (and all minerals under them), and its streams, waterways, tributaries, lakes, aquatic life, vegetation, flood plains, wetlands, islands, springs, water column, geothermal aspects, airspace and substratum as well as its metaphysical elements.
- 1.15 As tangata whenua within a region which the awa flows, the relationship that Raukawa have with the awa is paramount. It includes the enhancement of tribal mana but also gives rise to the responsibilities to protect the awa, its mana and mauri. These responsibilities are woven within the customary assertion of mana whakahaere, which is encompassed within long established kawa and tikanga.

- 1.16 Raukawa continue to exercise customary rights and assert the rights and responsibilities of kaitiakitanga in relation to the Waihou Awa within the Raukawa rohe. The awa has provided a source of spiritual, cultural, social and physical sustenance for the Raukawa people and, in turn, the role of kaitiaki embraces respect and an inter-generational responsibility. Raukawa consider the Waihou Awa to be a boundary marker remembered in the pepeha 'Mai te Wairere ki Maungatautari'
- 1.17 In accordance with the principles of ahikāroa, many Raukawa marae and hapū were located near the Waihou Awa. To the west of the Waihou Springs stand the Ngāti Ahuru marae of Ngātira and Whakaaratamaiti. Also in this area are the remnants of ancient marae and wahi tapu, including Hamareha which is also known as Hamaria where the source of the Waihou Awa is found. To the east of the Waihou Awa stand the Ngāti Tūkorehe and Ngāti Te Rangi marae of Ruapeka and Tāpapa, Ūkaipō marae of Ngāti Kirihihi and Ngāti Wehiwehi and Tangata marae. Also in this area once stood the Ngāti Tūkorehe pā of Tokopikowhakahau. To the south of the Waihou stands the Ngāti Mōtai and Ngāti Te Apunga marae of Paparaamu. Also in this area is the old pā of Wairereaurangi and an eel weir called Ruatu, which was used by the hapū of Ngāti Mōtai, Ngāti Tūkorehe, and Ngāti Kirihihi.
- 1.18 There are also particular sites of significance associated with the Waihou Awa that are of inestimable importance to Raukawa people. The swamp, Te Mana-o-Kahu, which forms part of the Waihou Awa, was named by Rakatāura following the death of his wife, Kahukeke. One of the four famous niu pole, Te Niu o Tuwharakarara, is located to the north of the Waihou Springs in a village sustained by the spring waters. The Mangaowheo stream, a tributary of the Waihou, includes the Ruataupuku falls, and the eel weir at Kopuaroa. At Te Maire and Iwituaroa on the Waihou River, there were more eel weirs. Other tributaries of the Waihou River including the streams of Waiteariki and Manganui also supplied hapū with tuna (eels) and koura (freshwater crayfish) as well as their daily drinking water supply.
- 1.19 **Pūniu River** - The following statement of association by Raukawa applies to the area known as that part of the Pūniu River as shown on deed plan OTS-113-19.

**Cultural, Spiritual, Historic and Traditional Association of Raukawa with the Pūniu River**

- 1.20 Raukawa have a special relationship with the Pūniu Awa and its tributaries, particularly that part of the awa located in the Wharepūhunga Block. This includes the source of the Pūniu and tributaries such as Owairaka.
- 1.21 The history of the Tainui ancestors, Rakatāura and Kahukeke in the Wharepūhunga region, where the Pūniu Awa flows, is particularly rich. It was in this region that Kahukeke fell ill. Rakatāura consequently built a house for her to rest in and climbed a mountain where he performed a purification ritual to heal her. He was successful and his wife recovered. From this time forward, this region has been known as Wharepūhunga.
- 1.21 Thirteen generations later, Raukawa returned to this region and defeated another iwi. Since that time Raukawa hapū have maintained their ahikāroa. In particular, Whakaterere, a son of Raukawa, had numerous descendants settle on the lands around the Pūniu at Wharepūhunga. Significant pā were built near the river, including Puketarata, Totorewa, Pataokatoka, Tangimanaia and Pamotumotu.
- 1.22 For over 600 years, Raukawa have held that the mauri of the Pūniu Awa and the mauri of Raukawa are inextricably linked. The Pūniu Awa is a taonga to Raukawa. It is a

whole and indivisible entity that flows from the punawai (source) of the Pūniu to Te Puaha o Pūniu (the mouth) and includes its water, banks, beds (and all minerals under them), and its streams, waterways, tributaries, lakes, aquatic life, vegetation, flood plains, wetlands, islands, springs, water column, geothermal aspects, airspace and substratum as well as its metaphysical elements.

- 1.23 As tangata whenua within a region which the awa flows, the relationship that Raukawa have with the awa is paramount. It includes the enhancement of tribal mana but also gives rise to the responsibilities to protect the awa, its mana and mauri. These responsibilities are woven within the customary assertion of mana whakahaere, which is encompassed within long established kawa and tikanga.
- 1.24 Raukawa continue to exercise customary rights and the responsibilities of kaitiakitanga in relation to the Pūniu Awa within the Raukawa rohe. The awa has provided a source of spiritual, cultural, social, and physical sustenance for the Raukawa people, and in turn, the role of kaitiaki embraces respect and an inter-generational responsibility.
- 1.25 In accordance with the principles of ahikāroa, many Raukawa marae and hapū are still located near the Pūniu Awa, including the Ngāti Puehutore marae of Whakamārama, the Ngāti Takihiku marae of Rāwhitiroa which sits at the confluence of the Owairaka stream and Pūniu Awa, the Ngāti Kiriupokoiti marae of Aotearoa and the Ngāti Werakoko marae of Parawera.
- 1.26 The Pūniu Awa provided important physical and spiritual sustenance to particular sites that are of inestimable importance to the Raukawa iwi:
  - Te Horanga pā is located south of Kihikihi on the north bank of the Pūniu Awa. This site is significant as a pā taken by Raukawa in battle.
  - Whakapirimata pā is located on the north bank of the Pūniu Awa near St Leger Road and not far from Te Horanga. This pā was built by Whāita after Raukawa settled in the area.
  - Pane-o-Whaita is located on the north bank of the Pūniu Awa near Whakapirimata pā. This is where Whāita was buried.
  - Several significant ancient pā of Ngāti Whakaterere drew from/relied on the Pūniu Awa, including Puketarata (found to the north of the Mangaorongo Stream and south of Kakepuku), Totorewa (near the confluence of the Waipa River and Mangaorongo Stream), Patokatoka (near Mihimihi further up the Mangarongo Stream) and Tangimania and Pamotumotu (on a ridge west of the Mangatutu Stream).
  - The pā site at Orakau is located near the Pūniu Awa. Orakau is a very significant site for Raukawa as this is where Raukawa lost many of their leading chiefs in the war with the Crown forces in 1864. The battle of Orakau is still commemorated by Raukawa iwi today.

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

- 2.1 The Commissioner of Crown Lands must, if he or she is undertaking an activity referred to in clause 2.2 in relation to a statutory area referred to in clause 2.3, consult and have regard to the views of the governance entity concerning the association of Raukawa with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to the following activities:
  - 2.2.1 considering an application to the Crown for a right of use or occupation (including a renewal);
  - 2.2.2 preparing a plan, strategy or programme for protection and management;
  - 2.2.3 conducting a survey to identify the number and type of uses that may be appropriate; or
  - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 Clause 2.1 applies to the following statutory areas:
  - 2.3.1 the Waikato River and its tributaries as shown on OTS-113-20;
  - 2.3.2 the Waihou River and its tributaries as shown on OTS-113-18;
  - 2.3.3 the Pūniu River and its tributaries as shown on OTS-113-19;
  - 2.3.4 Lake Arapuni as shown on OTS-113-24;
  - 2.3.5 Lake Atiamuri as shown on OTS-113-28;
  - 2.3.6 Lake Karapiro as shown on OTS-113-30;
  - 2.3.7 Lake Maraetai as shown on OTS-113-26;
  - 2.3.8 Lake Ohakuri as shown coloured yellow on OTS-113-29;
  - 2.3.9 Lake Waipapa as shown on OTS-113-25; and
  - 2.3.10 Lake Whakamaru as shown on OTS-113-27.
- 2.4 The Commissioner of Crown Lands must, in order to enable the governance entity to give informed views when the Commissioner is consulting the governance entity under clause 2.1:
  - 2.4.1 provide the governance entity with relevant information; and
  - 2.4.2 inform the governance entity of an application for a right of a use or occupation (including a renewal) in relation to a statutory area referred to in clause 2.3 (but the Commissioner of Crown Lands may withhold commercially sensitive information and material included within, or that relates to, that application).

### 3 LIMITATIONS

- 3.1 This deed relates only to those parts of the statutory area owned and managed by the Crown.
- 3.2 This deed does not, in relation to a statutory area:
- 3.2.1 require the Crown to undertake, increase or resume any activity of the kind referred to in clause 2.2; or
  - 3.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any or all of the activities referred to in clause 2.2.
- 3.3 If this deed relates to a statutory area that is a river:
- 3.3.1 it relates only to:
    - (a) the bed of that river; and
    - (b) that part of the bed of the river (if any) that is:
      - (i) owned by the Crown; and
      - (ii) managed by the Crown;
  - 3.3.2 it does not relate to:
    - (a) the bed of an artificial watercourse;
    - (b) land that the waters of the river do not cover at its fullest flow without overlapping its banks; or
    - (c) the bed of a tributary flowing into that river; and
  - 3.3.3 in determining whether the Crown manages a river for the purposes of this clause, management exercised by a local authority under the Resource Management Act 1991 is not relevant.
- 3.4 Except as provided in clause 2.1, this deed:
- 3.4.1 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
  - 3.4.2 affect the lawful rights or interests of any person; or
  - 3.4.3 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area.
- 3.5 This deed does not prevent the Crown from entering into a deed of recognition with a person or persons other than Raukawa in relation to a statutory area.

#### 4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area (or part of it) if:
- 4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing that this deed is no longer appropriate for the area concerned;
  - 4.1.2 the area concerned is disposed of by the Crown; or
  - 4.1.3 the Commissioner of Crown Lands ceases to be responsible for the activities referred to in clause 2.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.
- 4.2 If this deed terminates in relation to an area under clause 4.1.3, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

#### 5 NO ASSIGNMENT

- 5.1 The governance entity may not assign its rights or obligations under this Deed.

#### 6 INTERPRETATION

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

**Commissioner of Crown Lands** and **Commissioner** means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948.

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

<b>Term</b>	<b>Defining Clause</b>
Waikato River	clause 5.4.2(a)
Waihou River	clause 5.4.2(b)
Pūniu River	clause 5.4.2(c)
Lake Arapuni	clause 5.4.2(d)(i)
Lake Atiamuri	clause 5.4.2(d)(ii)
Lake Karapiro	clause 5.4.2(d)(iii)
Lake Maraetai	clause 5.4.2(d)(iv)
Lake Ohakuri	clause 5.4.2(d)(v)
Lake Waipapa	clause 5.4.2(d)(vi)
Lake Whakamaru	clause 5.4.2(d)(vii)
Statements of Association	clause 5.3



6.3 In this deed, references to SO plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.

6.4 Unless the context requires otherwise:

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

6.4.2 rules of interpretation in the Deed of Settlement also apply in this deed.

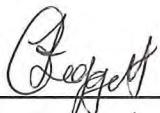
6.5 If there are any inconsistencies between this deed and the Deed of Settlement, the provisions of the Deed of Settlement will prevail.

SIGNED as a deed on 16 April 2014

SIGNED for and on behalf of  
**THE CROWN** by –  
The Commissioner of Crown Lands in the  
presence of -

  
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**WITNESS**

  
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Name: Ginny Leggett

Occupation: Public Servant

Address: Land Information NZ, Wellington