

THE MAUNGAHARURU-TANGITŪ HAPŪ
and
THE TRUSTEES OF THE MAUNGAHARURU-TANGITŪ TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS

TABLE OF CONTENTS

1	HAPŪ VALUES	1
2	PROTECTION PRINCIPLES	15
3	STATEMENTS OF ASSOCIATION	27
4	DEEDS OF RECOGNITION.....	78
5	PROTOCOLS	93
6	ENCUMBRANCES	117
7	TE KAWENATA.....	161
8	RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT.....	196

1 HAPŪ VALUES

The statements of Hapū values are set out below. Further information about the identity of the Hapū and groups referred to in the statements of Hapū values are contained in the definition of the “Maungaharuru-Tangitū Hapū” and “Hapū” in clause 8.5 of the Deed and in the Background Section of the Deed in part 1.

1. DESCRIPTION OF AREA

Boundary Stream Scenic Reserve (as shown on deed plan OTS-201-10)

2. PREAMBLE

Pursuant to section 52 of the draft settlement bill (clause 5.17.2 of the deed of settlement), the Crown acknowledges the statement by the Maungaharuru-Tangitū Hapū of their cultural, spiritual, historic and traditional values relating to the Boundary Stream Scenic Reserve as set out below.

3. MAUNGAHARURU-TANGITŪ HAPŪ VALUES

For Ngāti Kurumōkihi, the Boundary Stream Scenic Reserve (the Reserve) and environs are integral to the distinct identity and mana of the Hapū. The importance of the Reserve derives from its position high along the eastern slopes of the Maungaharuru Range (Maungaharuru) within the Ahu-o-te-Atua (formerly named Ahuateatua) and Tarapōnui-a-Kawhea (as it is known to the Hapū, the official name is Taraponui) areas of Maungaharuru, and its proximity to Lake Opouahi. The Waikoau River and Boundary Stream flow within the Reserve, and Shine Falls is located in the eastern part of the Reserve. Accordingly, the following statements of association are relevant to the Reserve.

- Peaks of Maungaharuru Range;
- Balance of the Opouahi Scenic Reserve; and
- Waikoau and Aropaoanui Rivers and their tributaries.

The Reserve is one of the few areas of remnant and regenerating native ngahere (forest) on Maungaharuru. It is located in moderate to steep terrain at varying altitudes of 300 to 980 metres above sea level. Consequently, the ngahere has a range of vegetation. It has a heavy forest cover of tawa, tītoki and rewarewa. Other tree species include tawhairauriki (black beech), kāpuka, pāpāuma, kāmahī, kānuka (white tea-tree), tawhairaunui (red beech), kōwhai, mamaku (black tree fern), ponga (silver tree fern), maire, kahikatea (white pine), rimu (red pine), mataī (black pine) and tōtara. The rare and nationally significant ngutu-kākā (kākā beak) has also been found in the reserve in recent times. The ngahere provided the ideal habitat for a large number of native birds including huia (before it became extinct), kiwi, kārearea (native falcon), kākā (native parrot), kererū (native pigeon), koekoeā (long-tailed cuckoo) and tūī (parson bird). Many of these taonga (treasures) were harvested for a range of uses, including kai (food), rongoā (medicinal plants), clothing (including feathers for decorating garments and personal adornments), building materials, trade and gifting.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. The Hapū have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources and sites. This relationship is as

DOCUMENTS

1: HAPŪ VALUES

important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Maungaharuru, including the Reserve and associated resources.

1: HAPŪ VALUES

1. **DESCRIPTION OF AREA**

Bellbird Bush Scenic Reserve (as shown on deed plan OTS-201-11)

2. **PREAMBLE**

Pursuant to section 52 of the draft settlement bill (clause 5.17.2 of the deed of settlement), the Crown acknowledges the statement by the Maungaharuru-Tangitū Hapū of their cultural, spiritual, historic and traditional values relating to the Bellbird Bush Scenic Reserve as set out below.

3. **MAUNGAHARURU-TANGITŪ HAPŪ VALUES**

For Ngāti Kurumōkihi, the Bellbird Bush Scenic Reserve (the Reserve) and environs are integral to the distinct identity and mana of the Hapū. The importance of the Reserve derives from its position high along the eastern slopes of Maungaharuru (the Maungaharuru Range) within the Ahu-o-te-Atua (formerly named Ahuateatua) and Tarapōnui-a-Kawhea (as it is known to the Hapū; the official name is Taraponui) areas of Maungaharuru, and its proximity to Lake Opouahi. It is also bisected by the Waikoau River. Accordingly, the following statements of association are relevant to the Reserve.

- Peaks of Maungaharuru Range;
- Balance of the Opouahi Scenic Reserve; and
- Waikoau and Arapaoanui Rivers and their tributaries.

The Reserve is one of the few areas of remnant and regenerating native ngahere (forest) on Maungaharuru. It is located in moderate to steep terrain at an altitude of 700 metres above sea level. Consequently, it consists of diverse ngahere of tawhairaunui (red beech), kāmahi, mānuka (tea tree) and kānuka (white tea-tree). Other tree species include tawhairauriki (black beech), rewarewa (New Zealand honeysuckle), māhoe (whiteywood), horoeka (lancewood) and maire. The ngahere provided the ideal habitat for a large number of native birds including huia (before it became extinct), kiwi, kārearea (native falcon), kākā (native parrot), kererū (native pigeon), koekoeā (long-tailed cuckoo), korimako (bellbird) and tūtī (parson bird). Many of these taonga (treasures) were harvested for a range of uses, including kai (food), rongoā (medicinal plants), clothing (including feathers for decorating garments and personal adornments), building materials, trade and gifting.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. The Hapū have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Maungaharuru, including the Reserve and associated resources.

DOCUMENTS

1: HAPŪ VALUES

1. DESCRIPTION OF AREA

Balance of the Opouahi Scenic Reserve (as shown on deed plan OTS-201-42)

2. PREAMBLE

Pursuant to section 52 of the draft settlement bill (clause 5.17.2 of the deed of settlement), the Crown acknowledges the statement by the Maungaharuru-Tangitū Hapū of their cultural, spiritual, historic and traditional values relating to the Balance of the Opouahi Scenic Reserve as set out below.

3. MAUNGAHARURU-TANGITŪ HAPŪ VALUES

For Ngāti Kurumōkihi, the balance of the Opouahi Scenic Reserve (the Reserve) and environs are integral to the distinct identity and mana of the Hapū. The importance of the Reserve derives from its position along the eastern slopes of Maungaharuru (the Maungaharuru Range) and the location of Lake Opouahi within the Reserve. Accordingly, the following statement of association is relevant to the Reserve.

- Peaks of Maungaharuru Range.

Spiritual importance

Lake Opouahi is regarded as a particularly spiritual place of Ngāti Kurumōkihi. The tuna (eels) were renowned as being unique to Lake Opouahi. Oral traditions tell of tuna known as the kēhua tuna (ghost eels). The tuna would often challenge whānau (families) in defiance of being harvested. They were famed as the kaitiaki (guardian) of Ngāti Kurumōkihi and the area. Also in this area appeared a tipua (a supernatural being) in a form similar to a white pig. This tipua was revered as a tohu (sign) and would appear at a time of misfortune, either after the event, or as a warning. Patupaiarehe (fairies) are also known to dwell in the area.

Kōrero tuku iho – historical importance

Nearby the Reserve and at the foot of Maungaharuru are several pā (fortified villages) that are associated with Ngāti Kurumōkihi and are still identifiable today. They are Kokopuru and Matarangi. Kokopuru pā was built on the hill of the same name. Kokopuru pā was heavily fortified and surrounded by extensive cultivations, wāhi tapu (sacred places), midden, ovens and cave shelters. According to a source who visited the pā in 1882, the main defensive structures were, at that time, almost intact, with heavy palisades of upright tōtara poles and boughs stood in a circular formation around the hill.

Close by is Matarangi pā, on a peak near Lake Opouahi. The pā was formerly surrounded by cultivations where kūmara (sweet potatoes) and taewa (potatoes) were grown and the water supply came from two lakelets – Ngā Ipu-o-Te-Amohia. Another prominent feature was a carved meeting house which was unfortunately destroyed during a skirmish with a warparty. Over the generations, a number of Ngāti Kurumōkihi chiefs, including Waiatara, based themselves at Kokopuru and Matarangi.

In the vicinity of Lake Opouahi are a number of caves that are also known to have been occupied from time to time, and some are the ancestral resting place for tīpuna (ancestors).

The Reserve is one of the few areas of remnant and regenerating native ngahere (forest) on Maungaharuru. It is located at an altitude of 500 to 700 metres above sea level.

DOCUMENTS

1: HAPŪ VALUES

In this area, plentiful flora and fauna were available for harvesting. In particular, rongoā (medicinal plants) were abundant, including red matipo, māwe, parapara, harakeke (flax), mānuka (tea tree), kāmahi, tawa, rewarewa (New Zealand honeysuckle) and tātarāmoa (bramble / bush lawyer).

The ngahere provided the ideal habitat for a large number of native birds including kiwi, kārearea (native falcon), kākā (native parrot), kererū (native pigeon) and tūī (parson bird). Many of these birds were harvested for kai (food) and their feathers used for decorating garments and personal adornments.

Lake Opouahi and its associated waterways were also significant sources of kai for the Hapū. The lake and waterways supplied uniquely tasting tuna, kākahi (freshwater mussels), kōura (freshwater crayfish) and kōkopu (freshwater fish), as well as the daily water supply for the Hapū, as Lake Opouahi is a deep, spring-fed lake.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. The Hapū have a responsibility as kaitiaki in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Maungaharuru, including the Reserve and associated resources.

1: HAPŪ VALUES

1. DESCRIPTION OF AREA

Balance of the Tutira Domain Recreation Reserve (as shown on deed plan OTS-201-12)

2. PREAMBLE

Pursuant to section 52 of the draft settlement bill (clause 5.17.2 of the deed of settlement), the Crown acknowledges the statement by the Maungaharuru-Tangitū Hapū of their cultural, spiritual, historic and traditional values relating to the Balance of the Tutira Domain Recreation Reserve as set out below.

3. MAUNGAHARURU-TANGITŪ HAPŪ VALUES

The Balance of the Tutira Domain Recreation Reserve (the Reserve) comprises most of the margins of the Lakes Tūtira, Waikōpiro and Orakai. The Reserve and environs are of great cultural, spiritual and historic significance to Ngāti Marangatūhetaua (Ngāti Tū) and Ngāti Kurumōkihi (formerly known as Ngāi Tatarā). The following statements of association are relevant to the Reserve.

- Sandy Creek and its tributaries; and
- Mahiaruhe Stream and its tributaries.

Sandy Creek is the official name; it is known to the Hapū as Papakiri Stream. Part of the Mahiaruhe Stream is also known to the Hapū as Tūtira Stream.

Spiritual importance

The Tūtira area, including Lakes Tūtira, Waikōpiro and Orakai, is a renowned taonga (treasure) of Ngāti Kurumōkihi. The lakes have a mauri (life force) of their own. This mauri binds the spiritual world with the physical world. All elements of the natural world have mauri and it is this mauri that connects Ngāti Kurumōkihi with the lakes. Mauri is therefore the basis of the spiritual relationship of Ngāi Kurumōkihi with this area.

Lake Tūtira was also regarded by the Hapū as being a particularly spiritual area. The Hapū have a whakatauākī (tribal proverb) about the lake being:

“ko te waiū o ō tātau tīpuna” – “the milk of our ancestors”.

This whakatauākī is not just a reference to the abundance of kai (food) that could be sourced from the lake. It also referred to the lake providing spiritual sustenance. Accordingly, the physical and spiritual well-being of the Hapū is closely linked to the well-being of Lake Tūtira.

Cultural importance

Orakai and Waikōpiro are regarded as the “eyes of Tūtira”.

The Tūtira area, lakes, waterways and adjoining lands formed the central hub of a series of well-known and used tracks linking the Hapū with Tangitū (the sea in the east) and Maungaharuru (the Maungaharuru Range in the western interior). The Hapū were mobile, and their seasonal gathering gave rise to the Hapū whakatauākī:

“Ko tō rātau pā kai ngā rekereke” – “their fortified villages were in their heels”.

DOCUMENTS

1: HAPŪ VALUES

Various natural resources at Tūtira were celebrated by the Hapū. There was an abundance of bird life. Harakeke (flax) from Tūtira was renowned for its strength and was traded with whalers. It was very good for weaving whāriki (mats) and korowai (cloaks). The lake bed was paved with kākahi (freshwater mussels) and the flavour of the tuna (eels) was unsurpassed.

Tūtira was famous for its tuna. The lakes, the adjoining wetlands and the surrounding awa (rivers) were heaving with tuna. Tuna were speared in the lakes, or caught in whare tuna (eel houses) or pā tuna (tuna weirs) built along the edges of the awa. More recent traditions recount how the whānau (families) of Tangoio would travel to Tūtira in February – March after the second big rain to trap and spear tuna. This is the time of ‘te rere o ngā tuna’ - ‘the migration of the eels’. Whānau would prepare the pā tuna along the outlet to Lake Tūtira waiting for the tuna to begin their journey to spawn out at sea. Once caught, the tuna would be prepared and the tuna pāwhara (dried eels) would be shared amongst the wider Tangoio community. Today, the tuna at Tūtira are a small fraction of the numbers that used to populate the lakes, wetlands and awa. They are also known to be an aging population as there are few, if any, juveniles present in the lakes or awa.

Some rongoā (medicinal plants), were only found in or around Lake Tūtira. For example, particular harakeke (flax) was used in pre and post birthing of children, and cleansing the blood. It was, and remains, critical that rongoā is harvested from ‘clean’ areas or water. The site for harvesting must be free of contamination. Rongoā cultural knowledge and treatment are still practised today, however the harvesting of rongoā from Tūtira is now non-existent because the rongoā that was there is nearly depleted and the lakes and their awa are polluted.

The Hapū also carried out ceremonies and rituals at designated places at Tūtira, such as tohi (baptisms). However, such ceremonies have not been performed for several generations, again, due to the state of the lakes and awa.

In the northern edge of Lake Tūtira, lies the log Te Rewa-a-Hinetu. As its name Rewa (the floater) implies, it is endowed with the power of moving from spot to spot. Its approach to Tautenga, a rock, was a particularly bad omen, and would signal a death in the Hapū.

Te Rewa-a-Hinetu is a branch of a rākau (tree) named Mukakai, which has travelled from the South Island up the coast to Otaki; another branch rests in Lake Wairarapa, another at Tikokino, and another at Te Putere. The presence of any portion of this eminent tree is said to be indicative of abundance. With its disappearance the food supply of the Hapū is said to dwindle and diminish.

Where Tūtira was a place of abundance, it is now resource poor. Ngāti Kurumōkihi, as kaitiaki (guardian) has the responsibility to take care of places, natural resources and other taonga within its takiwā (traditional area). Central to these responsibilities is the maintenance of customary practices and the sustainable use of natural resources. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation and maintenance of resources, for present and future generations and the restoration and enhancement of damaged ecosystems. Decisions about how to look after taonga species and places within the takiwā are based on mātauranga (knowledge). Mātauranga associated with the collection of resources was central to the lives of the Hapū and remains a significant part of the cultural identity of the Hapū today. Mātauranga and associated tikanga (customs), karakia (prayers) and kawa (rules) are all essential for maintaining customary traditions - the ritual and tapu (sacredness) associated with gathering and utilising resources.

1: HAPŪ VALUES

Kōrero tuku iho - historical importance

The Tūtira area and the Reserve, are densely populated with sites of significance to Ngāti Kurumōkihi. Major areas of occupation within or nearby the Reserve include the pā (fortified village) of Te Rewa-o-Hinetu, Oporae and Tauranga-kōau which are still identifiable today.

Te Rewa-o-Hinetu pā, is located on the south eastern part of Lake Tūtira and between Lakes Tūtira and Waikōpiro. Te Rewa-o-Hinetu pā was a large and fortified spur which almost completely separated Lakes Tūtira and Waikōpiro. It had natural defences including three sides that were either impenetrable marsh, or water, and its fourth approach being guarded by a maioro (trench and bank). Nearby, remnants of reed-thatched huts, sunken waka (canoes), middens, and waka traffic on the adjacent shore remain today. Within the vicinity of Te Rewa-o-Hinetu is a significant wāhi tapu, as Tataramoa, the eponymous ancestor for Ngāi Tataara (later known as Ngāti Kurumōkihi) is believed to be buried there.

Oporae pā is a small peninsula on the eastern shores of Lake Tūtira. It too benefited from the natural defence of water on three sides and a maioro on its fourth side.

Tauranga-kōau is the island off the east shore of Lake Tūtira and was the site of another pā. Tauranga-kōau featured in a prominent attack upon Ngāi Tataara and its chief of that time, Tiwaewae. Although Tiwaewae was killed by the warparty, Ngāi Tataara boldly held the pā. The siege endured until the tohunga (high priest) of the Hapū went to Te Ahu – the altar of Tunui-a-te-ika, to invoke their tribal deity. Their deity appeared “like a comet” and travelled southwards towards the tihi tapu (the sacred peak) of Te Puku (located at the southern end of Waikōpiro), to guide the escape of Ngāi Tataara. There were not enough waka so it was decided that the men and boys would escape on the waka, leaving the women and girls in the pā. The men and boys passed through the narrows of Ohinepaka (at that time the opening between Lakes Tūtira and Waikōpiro), and they landed on the east edge of Waikōpiro, where they sank their waka. Tauranga-kōau pā was besieged by the attackers on mōkihi (rafts), and because of this event Ngāi Tataara become known as Ngāti Kurumōkihi (those attacked by rafts). The women and girls were taken ashore as prisoners at a nearby site called Te Papa-o-Waiatara. Following this incident, Ngāti Kurumōkihi mounted numerous attacks to avenge the death of Tiwaewae.

As a prized taonga, many raids were made on Lake Tūtira. However, Ngāti Kurumōkihi have another whakataukī, “Tūtira upoko pipi” – “Tūtira, the place where heads became soft”, commemorating the success of Ngāti Kurumōkihi in defending Tūtira, their prized taonga. Tribal archives record that, other than the death of Tiwaewae, no other rangatira (chiefs) were ever taken and every raiding party was beaten.

Ngāti Kurumōkihi, and Ngāti Tū before them, have maintained ahi-kā-roa (long occupation) at Tūtira. The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with the Reserve, and associated resources.

1: HAPŪ VALUES

1. **DESCRIPTION OF AREA**

Earthquake Slip Marginal Strip (as shown on deed plan OTS-201-13)

Moeangiangi Marginal Strip (as shown on deed plan OTS-201-14)

Waipatiki Beach Marginal Strip (as shown on deed plan OTS-201-16)

Tangoio Marginal Strip (as shown on deed plan OTS-201-15)

2. **PREAMBLE**

Pursuant to section 52 of the draft settlement bill (clause 5.17.2 of the deed of settlement), the Crown acknowledges the statement by the Maungaharuru-Tangitū Hapū of their cultural, spiritual, historic and traditional values relating to coastal land across the Earthquake Slip Marginal Strip, Moeangiangi Marginal Strip, Waipatiki Beach Marginal Strip, and Tangoio Marginal Strip (together, the **Coast**).

3. **MAUNGAHARURU-TANGITŪ HAPŪ VALUES**

The Coast is significant to the Hapū because of its relationship with, and proximity to, Tangitū (the sea) and other lands near the Coast. The Coast is transected by various awa (rivers) that are also important to the Hapū. Accordingly, the following statements of association are relevant to the Coast.

- Rocks and Reefs and Hapū Coastal Marine Area;
- Whakaari Landing Place Reserve;
- Waipatiki Scenic Reserve;
- Mangapukahu Scenic Reserve;
- Moeangiangi Marginal Strip;
- Earthquake Slip Marginal Strip;
- Te Kuta Recreation Reserve;
- Pākuratahi Stream and its tributaries;
- Te Ngarue Stream and its tributaries;
- Waikoau and Aropaoanui Rivers and their tributaries;
- Moeangiangi River and its tributaries;
- Waikari River and its tributaries;
- Anaura Stream and its tributaries; and
- Waitaha Stream and its tributaries.

1: HAPŪ VALUES

The Coast was an area of significant occupation by the Hapū and contains many kāinga (village) and pā (fortified village) sites. Ngāti Whakaari is a section of Ngāti Marangatūhetaua (Ngāti Tū) and occupied the Petane area. Ngāti Tū occupied the coast northwards from Keteketerau (the outlet to Te Whanganui-ā-Orotu (the former Napier Inner Harbour)) to the Otumatai block. In particular, Ngāi Te Aonui and Ngāti Rangitohumare occupied Arapawanui and Ngāi Te Aonui occupied Moeangiāngi. Both Ngāi Te Aonui and Ngāti Rangitohumare intermarried with Ngāti Tū, and later became known as Ngāti Tū. Ngāti Kurumōkihi also occupied Tangoio, Waipātiki, Arapawanui and Moeangiāngi. The coast comprising the Otumatai and Te Kuta blocks northwards to the Waitaha Stream was occupied by Ngāi Tahu. Ngāi Te Ruruku also came to occupy areas of the Coast in particular Tangoio, Waipātiki and Arapawanui.

As Tangitū was a highly prized resource of the Hapū, it was jealously guarded. During the time of Marangatūhetaua and Tataramoa, friction broke out with another hapū, who invaded the fishing grounds at Tangitū and seized the waka (canoes) of Ngāti Tū and Ngāi Tatara (later known as Ngāti Kurumōkihi) and drove the local people away. Marangatūhetaua sought the help of Te Ruruku, a Wairoa chief. Te Ruruku helped Ngāti Tū and Ngāi Tatara to repel the invaders and in return he was gifted land at Waipātiki. Te Ruruku settled in the area and his descendants through Hemi Puna and Taraipene Tuaitu maintained ahi-kā-roa (long occupation) and are known today as Ngāi Te Ruruku (ki Tangoio).

All along the Coast and nearby are places that the Hapū occupied or are significant to the Hapū – nohoanga (camping sites), kāinga and pā, urupā (burial grounds) and other wāhi tapu (sacred places), including the following.

- Ngāmoerangi pā near Tangoio beach.
- Whakaari pā on the Tangoio headland.
- Te Wharangi pā at Waipātiki.
- Te Puku-o-te-Wheke pā, camp sites and wāhi tapu at Arapawanui.
- Kāinga, pā, nohoanga, urupā and other wāhi tapu along the cliffs between Arapawanui, Moeangiāngi and Te Kuta.
- Kāinga and urupā at the Waikari River.

The Hapū have cultural, spiritual, traditional and historic associations with the Coast, associated waters and flora and fauna. Hapū have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all their natural and historic resources and sites. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with the Coast and associated resources.

1: HAPŪ VALUES

1. DESCRIPTION OF AREA

Whakaari Landing Place Reserve (as shown on deed plan OTS-201-17)

2. PREAMBLE

Pursuant to section 52 of the draft settlement bill (clause 5.17.2 of the deed of settlement), the Crown acknowledges the statement by the Maungaharuru-Tangitū Hapū of their cultural, spiritual, historic and traditional values relating to the Whakaari Landing Place Reserve.

3. MAUNGAHARURU-TANGITŪ HAPŪ VALUES

For the Hapū, the Whakaari Landing Place Reserve (the Reserve) and environs are integral to the distinct identity and mana of Ngāti Marangatūhetaua (Ngāti Tū), including Ngāti Whakaari and Ngāi Te Ruruku (ki Tangoio). The importance of the Reserve derives from its location on the coast on a prominent headland near Tangoio. Also, Whakaari, an iconic and significant pā (fortified village) of the Hapū, is located within its boundaries. Accordingly, the following statements of Hapū values are relevant to the Reserve.

- Earthquake Slip Marginal Strip;
- Moeangiangi Marginal Strip;
- Waipatiki Beach Marginal Strip; and
- Tangoio Marginal Strip.

Part of Whakaari is known to locals as “Flat Rock” due to the extension of a large, flat rock from the Whakaari peninsula into the sea.

Spiritual importance

The Reserve is important because of its relationship with, and proximity to, Tangitū (the sea). Tangitū is vital to the Hapū and mauri (life force) is the basis of the spiritual relationship.

Kōrero tuku iho – historical importance

Whakaari is believed to have been named after the tipuna (ancestor) of the same name. Whakaari is a descendant of the Ngāti Tū chief Kohipipi. One day, while out in a waka (canoe), he was concerned about the increasingly stormy weather and decided to return to shore. Others in the waka did not want to return, so he swam ashore. He arrived at the headland, and so it was named after him. Whakaari’s descendants are known as ‘Ngāti Whakaari’ and are a section of Ngāti Tū. Ngāti Whakaari is associated with Petane.

Whakaari was a strategically important pā, especially in the time of the eponymous ancestors, Marangatūhetaua (for Ngāti Tū), Tataramoa (for Ngāti Kurumōkihi formerly known as Ngāi Tata) and Te Ruruku (for Ngāi Te Ruruku (ki Tangoio)). Whakaari was used as a look out. It overlooked and protected the landing sites for waka on the bays below and stood as a bastion on the northern and eastern flanks. The southern and western flanks were protected from invasion overland by Ngāmoerangi pā. Ngāmoerangi also prevented the waka taua (enemy war canoes) that came across the bay from landing. Situated in the middle and just behind these pā was the formidable pā, Te Rae-o-Tangoio in the Tangoio valley.

DOCUMENTS

1: HAPŪ VALUES

Marangatūhetaua sought support from Te Ruruku, a chief from Wairoa, to defend the takiwā (traditional area) from another hapū that had been raiding the fishing grounds of Ngāti Tū and Ngāti Kurumōkihi at Tangoio and Tūtira. Marangatūhetaua needed to offer incentives to Te Ruruku to persuade him to settle among them. It was eventually agreed that Te Ruruku would occupy Ngāmoerangi pā, which was the gateway to the fishing grounds at Tangitū. Marangatūhetaua put his warriors at Te Ruruku's disposal. He also left several of his children at the pā with Te Ruruku as a sign of good faith. Marangatūhetaua and his son Ngapoerau went to live at Te Rae-o-Tangoio, and their descendants have lived there ever since. Te Ruruku, and the warriors, became the guardians of Whakaari and Ngāmoerangi. With the help of Te Ruruku, Marangatūhetaua and Tataramoa were able to repulse the enemy forays into the takiwā and then go on to the offensive.

Whakaari is also mentioned in the stories about Taraia I, the Kahungunu chief, and his migration south. After a battle at Arapawanui, it is said that Taraia I and his party moved on to stay for a while at Whakaari.

Whakaari was also used from time to time as a place of refuge. In the era of the musket, invasion by surrounding iwi caused many Ngāti Kahungunu hapū to flee to Kai Uku and Nukutaurua at Te Māhia. Whakaari provided protection to Ngāti Tū and Ngāti Kurumōkihi who remained in the takiwā during this time.

Around 1840, a whaling station was established at Whakaari. Whaling was an occupation that resulted in a considerable amount of cultural exchange. Some Hapū tīpuna (ancestors) became whalers and others married Pākehā whalers and many whānau are descended from whalers. There were two whaling stations within the takiwā, Whakaari was the most famous and there was another one at Moeangiāngi. Whakaari is a significant archaeological and historic site; one of three outstanding whaling station sites in Hawke's Bay in terms of the quality of the archaeological evidence.

From the original tīpuna, the occupation of Whakaari by the Hapū has survived the migration of Kahungunu and also, the later invasion of Kahungunu by surrounding iwi. It is one of only a few pā sites of the Hapū, and their only coastal pā, that is not in private ownership and remains available to the Hapū today.

Whakaari is still significant to the Hapū, not only because it carries the name of a founding tīpuna, but also because of its rich history and its spiritual and cultural importance. It is commemorated in a waiata tangi (lament) by Kowhio.

He rangi tatari tonu, te rangi ākuanei, te ope haereroa e
Mō taku koro e, ka ngaro noa tu rā, ki Whakaari rā ia
Ki te toka kahekahe, nāhau e tamaiti, i whāiti tū māna e..i
Pēnei tonu ai, tā te roimatahanga, he kai maringi kino e..i
Mō te aroha ee, ka ngaro mai kei roto, kei te hinapōuri e..i
Tērā te whetū, taukamo ana mai, nā runga ana mai e..i
O ngā hiwi nui e, ki te whara ngira ia, e tete noa mai ra e
Hohoro mai ko ia, tāhau haramai, he kino te koropuku
Te moe a te kekeno, ki te moana rā ia, ko wai ahau kakaitea rā ..i
Taringa whakarongo, ki te hori ki waho rā,
Kaia mai rō mai rō, koe e..i

DOCUMENTS

1: HAPŪ VALUES

Ngahere tonu tana, whakatānguru i taua ngahuru nei e..i

Today is a time to endure, a time to await the Cortege that journeys to bring forth my Koro at the Inlet nestled at the foot of Whakaari, the Panting Rock;
the Bluff that initiates breathless exertions echoing up from steep and difficult pathways.
There at the Cove below the assembly will gather to await, he, the progeny of our Ancestors.

It is so; a deep and yearning affection, abides in aching memories welling a surging rush to brim and cascade into a deep weep, the weep of the inconsolable.
Grief so renders me desolate and lost, to drift in that deep chasm of sorrow.

Yonder the Day Star winkles and glistens above the great hills and over a solitary sail appearing on the horizon of an undulating sea.
The figurehead of an approaching Prow appears from the distant ocean haze. A doleful ache arises in me.

It is he, borne upon his approaching Bier, distant and solitary, yonder, as a lonely Seal asleep, upon a heaving sighing sea.
I, transfixed to gaze at the Waka Taua (war canoe) consuming the distance, swiftly approaching and gliding in to its moorings and to the awaiting assembly.

Harken to the sounds emanating from out there!
Listen, to the departing rush of his restless Spirit gone by, drifting to and thro in search of the pathway to the Ancestors.
On towards the moaning, murmuring clamour of a tormented forest agitated by the Southerlies howling gusts and on to the resting place of peace.

Cultural importance

Whakaari was traditionally an important mahinga kai (place for gathering food) for the Hapū, with numerous significant rocks and reefs nearby. In the past, kaimoana (seafood) was in plentiful supply. At Whakaari the Hapū would gather kaimoana such as pāua (abalone), kina (sea urchin), kuku (mussels), kōura (crayfish) and pūpū (type of mollusc). In the early twentieth century, it was the Hapū women who would go to the beach at Whakaari to gather kaimoana, which they would take home by horseback.

Tikanga (customs) would be maintained throughout this mahi (work). For example, kaimoana would not be eaten on the beach and not till the next day. The whakatauhākī (tribal proverb) below would be adhered to:

"haere ki rō wai, haere ki te moana, karakia" – "when entering the water, or entering the sea, say a prayer".

Whakaari is still a mahinga kai today, although the kai is no longer abundant.

DOCUMENTS

1: HAPŪ VALUES

Whakaari is a sheltered haven on a rough coast. It was used as a landing place for waka and in later times, for boats. Nearby (immediately south of some present day cottages), is a site commemorating the place where Marangatūhetaua and Te Ruruku beached their waka.

Whakaari was the starting point for a trail inland, an important place for the Hapū travelling by sea, and it was where they left for their fishing grounds up and down the coast.

2 PROTECTION PRINCIPLES

Boundary Stream Scenic Reserve (as shown on deed plan OTS-201-10)

1. Protection principles

- 1.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of the Hapū values related to the Boundary Stream Scenic Reserve (Reserve):
- (a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;
 - (b) recognition of the Hapū mana, kaitiakitanga, tikanga and kawa over and within the Reserve;
 - (c) respect for the Hapū tikanga and kaitiakitanga within the Reserve;
 - (d) encouragement of recognition and respect for the particular Hapū association with the Reserve;
 - (e) accurate portrayal of the association and kaitiakitanga relationship of the Hapū with the Reserve; and
 - (f) respect for and recognition of the relationship of the Hapū with the wāhi tapu and significant places; and
 - (g) recognition of the Hapū interest in actively protecting indigenous species within the Reserve.

2. Actions by the Director-General of Conservation in relation to specific principles

- 2.1 Pursuant to clause 5.17.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:
- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about the separate and distinct Hapū values related to the Reserve and will be encouraged to respect the Hapū separate and distinct association with the Reserve;
 - (b) the Department will engage with the governance entity regarding the provision of all new Department public information or educational material related to the Reserve, and the Department will only use Hapū cultural information with the consent of the governance entity;
 - (c) the separate and distinct association of the Hapū with the Reserve will be accurately portrayed in all new Department information and educational material related to the Reserve;
 - (d) the Department will engage with the governance entity on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

2: PROTECTION PRINCIPLES

- (e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- (f) any kōiwi or other taonga found or uncovered by the Department within the Tātai Tūāpapa area will be left untouched and the governance entity informed as soon as possible to enable the Hapū to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (g) the Department will ensure that the Hapū are informed of any indigenous species management programmes and will identify opportunities for involvement of the Hapū.

2: PROTECTION PRINCIPLES

Bellbird Bush Scenic Reserve (as shown on deed plan OTS-201-11)

1. Protection principles

- 1.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of the Hapū values related to the Bellbird Bush Scenic Reserve (Reserve):
- (a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;
 - (b) recognition of the Hapū mana, kaitiakitanga, tikanga and kawa over and within the Reserve;
 - (c) respect for the Hapū tikanga and kaitiakitanga within the Reserve;
 - (d) encouragement of recognition and respect for the particular Hapū association with the Reserve;
 - (e) accurate portrayal of the association and kaitiakitanga relationship of the Hapū with the Reserve;
 - (f) respect for and recognition of the relationship of the Hapū with the wāhi tapu and significant places; and
 - (g) recognition of the Hapū interest in actively protecting indigenous species within the Reserve.

2. Actions by the Director-General of Conservation in relation to specific principles

- 2.1 Pursuant to clause 5.17.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:
- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about the separate and distinct Hapū values related to the Reserve and will be encouraged to respect the Hapū separate and distinct association with the Reserve;
 - (b) the Department will engage with the governance entity regarding the provision of all new Department public information or educational material related to the Reserve, and the Department will only use Hapū cultural information with the consent of the governance entity;
 - (c) the separate and distinct association of the Hapū with the Reserve will be accurately portrayed in all new Department information and educational material related to the Reserve;
 - (d) the Department will engage with the governance entity on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

DOCUMENTS

2: PROTECTION PRINCIPLES

- (e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- (f) any kōiwi or other taonga found or uncovered by the Department within the Tātai Tūāpapa area will be left untouched and the governance entity informed as soon as possible to enable the Hapū to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (g) the Department will ensure that the Hapū are informed of any indigenous species management programmes and will identify opportunities for involvement of the Hapū.

2: PROTECTION PRINCIPLES

Balance of the Opouahi Scenic Reserve (as shown on deed plan OTS-201-42)

1. Protection principles

- 1.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of the Hapū values related to the Balance of the Opouhai Scenic Reserve (Reserve):
- (a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;
 - (b) recognition of the Hapū mana, kaitiakitanga, tikanga and kawa over and within the Reserve;
 - (c) respect for the Hapū tikanga and kaitiakitanga within the Reserve;
 - (d) encouragement of recognition and respect for the particular Hapū association with the Reserve;
 - (e) accurate portrayal of the association and kaitiakitanga relationship of the Hapū with the Reserve;
 - (f) respect for and recognition of the relationship of the Hapū with the wāhi tapu and significant places; and
 - (g) recognition of the Hapū interest in actively protecting indigenous species within the Reserve.

2. Actions by the Director-General of Conservation in relation to specific principles

- 2.1 Pursuant to clause 5.17.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:
- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about the separate and distinct Hapū values related to the Reserve and will be encouraged to respect the Hapū separate and distinct association with the Reserve;
 - (b) the Department will engage with the governance entity regarding the provision of all new Department public information or educational material related to the Reserve, and the Department will only use Hapū cultural information with the consent of the governance entity;
 - (c) the separate and distinct association of the Hapū with the Reserve will be accurately portrayed in all new Department information and educational material related to the Reserve;
 - (d) the Department will engage with the governance entity on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

DOCUMENTS

2: PROTECTION PRINCIPLES

- (e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- (f) any kōiwi or other taonga found or uncovered by the Department within the Tātai Tūāpapa area will be left untouched and the governance entity informed as soon as possible to enable the Hapū to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (g) the Department will ensure that the Hapū are informed of any indigenous species management programmes and will identify opportunities for involvement of the Hapū.

2: PROTECTION PRINCIPLES

Balance of the Tutira Domain Recreation Reserve (as shown on deed plan OTS-201-12)

1. Protection principles

- 1.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of the Hapū values related to the Balance of the Tutira Domain Recreation Reserve (Reserve):
- (a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;
 - (b) recognition of the Hapū mana, kaitiakitanga, tikanga and kawa over and within the Reserve;
 - (c) respect for the Hapū tikanga and kaitiakitanga within the Reserve;
 - (d) encouragement of recognition and respect for the particular Hapū association with the Reserve;
 - (e) accurate portrayal of the association and kaitiakitanga relationship of the Hapū with the Reserve;
 - (f) respect for and recognition of the relationship of the Hapū with the wāhi tapu and significant places; and
 - (g) recognition of the Hapū interest in actively protecting indigenous species within the Reserve.

2. Actions by the Director-General of Conservation in relation to specific principles

- 2.1 Pursuant to clause 5.17.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:
- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about the separate and distinct Hapū values related to the Reserve and will be encouraged to respect the Hapū separate and distinct association with the Reserve;
 - (b) the Department will engage with the governance entity regarding the provision of all new Department public information or educational material related to the Reserve, and the Department will only use Hapū cultural information with the consent of the governance entity;
 - (c) the separate and distinct association of the Hapū with the Reserve will be accurately portrayed in all new Department information and educational material related to the Reserve;
 - (d) the Department will engage with the governance entity on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

2: PROTECTION PRINCIPLES

- (e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- (f) any kōiwi or other taonga found or uncovered by the Department within the Tātai Tūāpapa area will be left untouched and the governance entity informed as soon as possible to enable the Hapū to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (g) the Department will ensure that the Hapū are informed of any indigenous species management programmes and will identify opportunities for involvement of the Hapū.

2: PROTECTION PRINCIPLES

Earthquake Slip Marginal Strip (as shown on deed plan OTS-201-13)

Moeangiangi Marginal Strip (as shown on deed plan OTS-201-14)

Waipatiki Beach Marginal Strip (as shown on deed plan OTS-201-16)

Tangoio Marginal Strip (as shown on deed plan OTS-201-15)

1. Protection principles

1.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of the Hapū values related to the Earthquake Slip Marginal Strip, Moeangiangi Marginal Strip, Waipatiki Beach Marginal Strip and Tangoio Marginal Strip (together, the Coast):

- (a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Coast;
- (b) recognition of the Hapū mana, kaitiakitanga, tikanga and kawa over and within the Coast;
- (c) respect for the Hapū tikanga and kaitiakitanga within the Coast;
- (d) encouragement of recognition and respect for the particular Hapū association with the Coast;
- (e) accurate portrayal of the association and kaitiakitanga relationship of the Hapū with the Coast;
- (f) respect for and recognition of the relationship of the Hapū with the wāhi tapu and significant places; and
- (g) recognition of the Hapū interest in actively protecting indigenous species within the Coast.

2. Actions by the Director-General of Conservation in relation to specific principles

2.1 Pursuant to clause 5.17.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:

- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about the separate and distinct Hapū values related to the Coast and will be encouraged to respect the Hapū separate and distinct association with the Coast;
- (b) the Department will engage with the governance entity regarding the provision of all new Department public information or educational material related to the Coast, and the Department will only use Hapū cultural information with the consent of the governance entity;

DOCUMENTS

2: PROTECTION PRINCIPLES

- (c) the separate and distinct association of the Hapū with the Coast will be accurately portrayed in all new Department information and educational material related to the Coast;
- (d) the Department will engage with the governance entity on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
- (e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- (f) any kōiwi or other taonga found or uncovered by the Department within the Tātai Tūāpapa area will be left untouched and the governance entity informed as soon as possible to enable the Hapū to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (g) the Department will ensure that the Hapū are informed of any indigenous species management programmes and will identify opportunities for involvement of the Hapū.

2: PROTECTION PRINCIPLES

Whakaari Landing Place Reserve (as shown on deed plan OTS-201-17)

1. Protection principles

- 1.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of the Hapū values related to the Whakaari Landing Place Reserve (Reserve):
- (a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;
 - (b) recognition of the Hapū mana, kaitiakitanga, tikanga and kawa over and within the Reserve;
 - (c) respect for the Hapū tikanga and kaitiakitanga within the Reserve;
 - (d) encouragement of recognition and respect for the particular Hapū association with the Reserve;
 - (e) accurate portrayal of the association and kaitiakitanga relationship of the Hapū with the Reserve;
 - (f) respect for and recognition of the relationship of the Hapū with the wāhi tapu and significant places; and
 - (g) recognition of the Hapū interest in actively protecting indigenous species within the Reserve.

2. Actions by the Director-General of Conservation in relation to specific principles

- 2.1 Pursuant to clause 5.17.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:
- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about the separate and distinct Hapū values related to the Reserve and will be encouraged to respect the Hapū separate and distinct association with the Reserve;
 - (b) the Department will engage with the governance entity regarding the provision of all new Department public information or educational material related to the Reserve, and the Department will only use Hapū cultural information with the consent of the governance entity;
 - (c) the separate and distinct association of the Hapū with the Reserve will be accurately portrayed in all new Department information and educational material related to the Reserve;
 - (d) the Department will engage with the governance entity on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

2: PROTECTION PRINCIPLES

- (e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- (f) any kōiwi or other taonga found or uncovered by the Department within the Tātai Tūāpapa area will be left untouched and the governance entity informed as soon as possible to enable the Hapū to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (g) the Department will ensure that the Hapū are informed of any indigenous species management programmes and will identify opportunities for involvement of the Hapū.

3 STATEMENTS OF ASSOCIATION

The statements of association of Maungaharuru-Tangitū Hapū are set out below. Further information about the identity of the Hapū and groups referred to in the statements of association is contained in the definition of the “Maungaharuru-Tangitū Hapū” and “Hapū” in clause 8.5 of the Deed and in the Background Section of the Deed in part 1.

These are statements of the particular cultural, spiritual, historical and traditional association of the Hapū with identified areas (to the extent that those areas are within the area of interest). The areas are grouped together in regions and statements of association are generally arranged in order from south to north as follows.

Maungaharuru

- Peaks of Maungaharuru Range;
- Esk Kiwi Sanctuary Area;
- Waikoau Conservation Area;
- Balance of the Opouahi Scenic Reserve;
- Bellbird Bush Scenic Reserve; and
- Boundary Stream Scenic Reserve.

Tangitū

- Rocks and Reefs and Hapū Coastal Marine Area;
- Coast;
- Whakaari Landing Place Reserve;
- Waipatiki Scenic Reserve;
- Mangapukahu Scenic Reserve;
- Moeangiangi Marginal Strip;
- Earthquake Slip Marginal Strip; and
- Te Kuta Recreation Reserve.

Tūtira

- Balance of the Tutira Domain Recreation Reserve.

Tangoio

- Tangoio Falls Scenic Reserve and White Pine Bush Scenic Reserve.

3: STATEMENTS OF ASSOCIATION

Rivers and their tributaries

- Esk River and its tributaries;
- Pākuratahi Stream and its tributaries;
- Te Ngarue Stream and its tributaries;
- Waikoau and Aropaoanui Rivers and their tributaries;
- Sandy Creek and its tributaries;
- Mahiaruhe Stream and its tributaries;
- Moeangiangi River and its tributaries;
- Waikari River and its tributaries;
- Anaura Stream and its tributaries; and
- Waitaha Stream and its tributaries.

3: STATEMENTS OF ASSOCIATION**Peaks of Maungaharuru Range** (as shown on deed plan OTS-201-29)

For the Hapū, the peaks of Maungaharuru (the Maungaharuru Range) and environs are integral to the distinct identity and mana of the Hapū. They are some of the most sacred and important physical landmarks within the takiwā (traditional area) of the Hapū.

Spiritual importance

Maungaharuru is the iconic, most sacred and spiritual maunga (mountain) of the Hapū. Maungaharuru has a mauri (life force) of its own. This mauri binds the spiritual world with the physical world. All elements of the natural world have mauri and it is this mauri that connects the Hapū with Maungaharuru. Mauri is therefore the basis of the spiritual relationship of the Hapū with Maungaharuru.

The Hapū regard all natural resources as being gifts from ngā atua kaitiaki (spiritual guardians), including the ngahere (forest) upon Maungaharuru. Tāne-nui-a-rangi is the spiritual guardian of the ngahere and all that lives within the ngahere. Tāne-nui-a-rangi is the son of Papa-tū-ā-nuku (Earth Mother) and Rangi-nui (Sky Father), from whom all living things descend, including the Hapū. Descendants of Tāne-nui-a-rangi include the manu (birds) and trees (rākau) within the ngahere. Therefore, both the descendants of Tāne-nui-a-rangi and the descendants of the Hapū are connected by whakapapa (genealogy). Tāne-nui-a-rangi was central to the lives of Hapū tīpuna (ancestors) and remains significant to the Hapū whānau (families) living today.

Hapū kaumātua (elders) and kaikōrero (speakers) acknowledge the “tihi tapu o Maungaharuru” - “the sacred peaks of the maunga”. The paramount status of Maungaharuru is recognised by the Hapū in their mihi (greetings), whaikōrero (formal speeches), whakairo (carvings), kōwhaiwhai (painted panels) and tukutuku (woven panels) on their marae, whakatauaākī (tribal proverbs), kōrero tuku iho (Hapū history) and waiata (songs).

Cultural importance - Whakatauaākī

Ka tuwhera a Maungaharuru, ka kati a Tangitū,
Ka tuwhera a Tangitū, ka kati a Maungaharuru.
When the season of Maungaharuru opens, the season of Tangitū closes,
When the season of Tangitū opens, the season of Maungaharuru closes.

According to kōrero tuku iho, this whakatauaākī:

- describes the takiwā of the Hapū – from Maungaharuru in the west, to Tangitū (the sea) in the east; and
- it proclaims ahi-kā-roa (long occupation) of the Hapū and the inherited right as tāngata whenua to exercise mana whenua and mana moana.

The relationship the Hapū have with Maungaharuru is culturally significant and provides whānau with a strong sense of place and belonging to the takiwā. It is still customary practice for Hapū members to recite this whakatauaākī to identify where they come from and the relationship that connects them to the natural world.

Hapū kaumātua also emphasise the connectedness of Maungaharuru with Tangitū. The waters flowing from the maunga feed the rivers, lakes, wetlands and sea - the realm of Tangaroa-i-te-Rupetu (the spiritual guardian of the sea and other water bodies and all that lives within them).

The whakatauaākī also describes the mahinga kai (places for gathering food) of the Hapū. The ngahere on Maungaharuru was the source of food for the Hapū in the winter. Tangitū was, and

3: STATEMENTS OF ASSOCIATION

remains, the source of food in the summer. While the Hapū collected food on a seasonal basis, they were blessed in that they did not need to leave their takiwā in search of food. Hence another Hapū whakataukāki “ko tō rātau pā kai ngā rekereke”, “their fortified villages were in their heels”.

In the past, Maungaharuru was bountiful. From the domain of Tāne-nui-a-rangi, the Hapū sourced their kai (food). They gathered aruhe (fern root), pikopiko (young fern shoots), the raurau (leaves) of the tī kōuka (cabbage tree), berries and huhu (edible grubs) and caught manu. Rongoā (medicinal plants), bark, fern fronds and timber for building materials, flowers for pigments, leaves and seeds for oils, paru (special mud) for dyes and other resources were also gathered.

Maungaharuru was also integral to the economy of the Hapū – kai and resources gathered from the maunga were often traded with their neighbours.

This whakataukāki also implies that the manuhiri (visitors) of the Hapū will be served kai from Maungaharuru and Tangitū. The ability to offer the range and quality of kai the Hapū had from their takiwā enhanced their mana.

In addition, the gathering of kai and resources has the reciprocal obligation of the Hapū to act as kaitiaki (guardians). The Hapū had tohu (signs) and tikanga (customs) which dictated the appropriate time and practices for gathering food and resources from Maungaharuru. Mātauranga (knowledge) associated with the collection of resources was central to the lives of the Hapū and remains a significant part of the cultural identity of the Hapū today. Mātauranga and associated tikanga, karakia (prayers) and kawa (rules) are all essential for maintaining customary traditions - the ritual and tapu (sacredness) associated with gathering and utilising resources.

Kōrero tuku iho – historical importance

Others sometimes refer to different parts of the maunga using different names, namely from south to north: Te Waka, Tītī-a-Okura (this is the name known to the Hapū, Titiokura is the official name), Maungaharuru and Te Heru-a-Tureia. However, when the Hapū speak of Maungaharuru, they are referring to the maunga in its entirety.

The Hapū have a rich history relating to Maungaharuru. To this day, the North Island of New Zealand is known as Te Ika-a-Māui (Māui's fish). Hapū tradition tells that when Māui-tikitiki-a-Taranga pulled up the fish, the waka (canoe) that Māui and his whānau were on became stranded on top of the mighty fish. At the time, Māui warned his Uncle, Ngārangikataka, and others not to touch or cut up the fish. But they did not listen. They began to cut up the fish, creating the peaks and valleys that are seen today. Māui was angry, and turned his Uncle and the waka to stone. Others tried to escape to the sea, towards Tangoio, but they too were turned to stone. Today they are in the form of Panepaoa, a small hill located just south of the Pākuratahi (formerly Pakuratahi) Stream and nearby Ngāmoerangi, located on the Tangitū coastline. Te Waka-o-Ngārangikataka (Ngārangikataka's canoe) can also be seen, high on the ridgeline of Maungaharuru.

Oral tradition recounts the migration of the waka Tākitimu southwards, and a tohunga (high priest) of the waka, Tūpai, who cast the staff Papauma high into the air. Papauma took flight and landed on the maunga at the summit of Tītī-a-Okura, at a place called Tauwhare Papauma.

Papauma embodied the mauri of birdlife. The maunga rumbled and roared on receiving this most sacred of taonga (treasures), and the maunga was proliferated with birdlife. Hence the name, Maungaharuru (the mountain that rumbled and roared). It is also said that the mountain roared every morning and evening as the many birds took flight and returned again to the maunga.

Significant pā (fortified villages) are located on Maungaharuru and attest to the occupation of the Hapū over the generations. Towards the southern part of the maunga, pā were occupied by Ngāi

3: STATEMENTS OF ASSOCIATION

Tauira and Ngāti Marangatūhetaua (Ngāti Tū), on the central part of the maunga, Ngāti Kurumōkihi, and towards the northern part of the maunga, Ngāi Tahu.

Ngāti Tū occupied Te Pōhue pā at the head of Lake Te Pōhue, and the nearby kāinga (villages) of Kaitahi and Whāngai Takapu.

Several pā relate to Ngāi Tauira and its eponymous ancestor, Tauira and his wife, Mateawha. Pirinoa pā is situated at the tauihu (prow) of Te Waka-o-Ngārangikataka. Taurua-o-Ngarengare pā is located at the south end of Te Waka part of the Maungaharuru range and is named after one of their sons. Tauwhare Papauma, referred to earlier, became a pā of Tauira.

The story of Mateawha also relates to an important wāhi tapu (sacred place) on the maunga. Mateawha was one of the Tūrehu people – she was not human and her people abided by certain rules. One day Tauira and Mateawha had visitors, and sadly, Tauira forgot himself. He told his wife to carry out work that caused her to violate the rules of her people. The effect was to ‘whakanoa te tapu i runga i a ia’ - ‘to nullify the sacredness of Mateawha’. The implication was that Mateawha was unable to return to her own Tūrehu people and became alienated from them. She was so distraught at the situation, that she took her own life by throwing herself off the cliff face. She hit the side of the rock and fell down into what is known today as Hell’s Hole. The stain of her blood was left and since that time, whenever that stain congeals, the Hapū recognise it as an aituā – a bad omen. The site is referred to as Te Pari-o-Mateawha – Mateawha’s cliff.

Maungaharuru, and in particular its ridges towards the southern end of the range, are known as “te mauri o te māra o Tauira” – “the garden over which the life force of Tauira still remains”. The maunga was a source of sustenance for Tauira and his descendants over many generations.

Tītī-a-Okura is the pass where tītī (muttonbirds) flew over Maungaharuru. Te Mapu and his son Te Okura caught tītī there using a net attached between two poles held high by them in front of a fire. Hence the name, Tītī-a-Okura – the mutton birds of Okura. Another feature is Te Waka-a-Te-O – The canoe of Te O. This rock is located on Tītī-a-Okura and commemorates Te Okura, also known as “Te O”.

Several significant wāhi tapu are positioned on Maungaharuru. Ahu-o-te-Atua (formerly named Ahuateatua) - the sacred mound of the Gods, is situated at the north eastern end of Maungaharuru. Oral tradition describes Ahu-o-te-Atua as an altar where tohunga gathered to carry out their spiritual ceremonies. A tarn (mountain lake), one of two located on the eastern side of Te Waka-o-Ngārangikataka, is known to have unusual colouration due to the paitini (toxic) nature of the water.

Tarapōnui-a-Kawhea (as it is known to the Hapū, the official name is Taraponui) – the high peak of Kawhea enveloped with cloud, is the northern most and highest peak on Maungaharuru and is therefore very sacred. The name is ancient and dates from the excursions of Kurupoto and his son Kawhea into the area. Tarapōnui-a-Kawhea was once the regular track for the Hapū from Tūtira to Te Haroto through Waitara.

Oral tradition provides that Tāne-nui-a-rangi and his ngahere provided a korowai (cloak) for Papatū-ā-nuku (his mother). Accordingly, prior to the clearing of native forests and pastoralism, Maungaharuru was home to a wide range of animal and plant species which were, and remain, of great significance to the Hapū. Today, there is a significantly reduced area of native forest.

The remnant and regenerating areas of native forest on Maungaharuru include tawa, tītoki, rewarewa (New Zealand honeysuckle), kāmahī, kānuka (white tea-tree), tawhairaunui (red beech) and tawhairauriki (black beech) and mānuka (tea tree). The nationally significant ngutu-kākā (kaka beak) is also found on Maungaharuru.

3: STATEMENTS OF ASSOCIATION

The ngahere provided the ideal habitat for a large number of manu including tītī (muttonbird), kiwi, kārearea (native falcon), kākā (native parrot), kererū (native pigeon) and tūī (parson bird). Many of these taonga were harvested for a range of uses, including kai, rongoā, clothing (including feathers for decorating garments and personal adornments), building materials, trade and gifting.

The Hapū have cultural, spiritual, traditional and historic associations with Maungaharuru and its environs, its waters, associated land and flora and fauna. The Hapū have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau as it was to their tīpuna. The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with the peaks of Maungaharuru.

3: STATEMENTS OF ASSOCIATION

Esk Kiwi Sanctuary Area (as shown on deed plan OTS-201-22)

The Esk Kiwi Sanctuary Area (the Reserve), is located near Te Pōhue at the south eastern end of the Maungaharuru Range (Maungaharuru). The importance of the Reserve is due to its location within the traditional area of Ngāti Marangatūhetaua (Ngāti Tū) and Ngāi Tauira and near their pā (fortified villages), kāinga (villages), wāhi tapu (sacred places), mahinga kai (places for gathering food) and other significant sites. The following statement of association is relevant to the Reserve.

- Peaks of Maungaharuru Range.

Te Pōhue was a large pā, located at the head of Te Pōhue Lake and in the shadow of the maunga (mountain). The summit of the pā, formerly encircled by large tōtara fortifications, had commanding views of the surrounding countryside. From there, Ngāti Tū could survey the surrounding lands including the Reserve. Also nearby were the Ngāti Tū kāinga, Kaitahi and Whāngai Takapu. The significance of this area is also demonstrated by the placement of pou (posts) which were named after key tīpuna including Tūkapua, after the eponymous ancestor Tūkapua I for Ngāti Tū and Kaitahi, a key tīpuna for Ngāi Tauira.

Te Pōhue area, including the Reserve, has always been part of the arterial route from the coast to the interior, in traditional times with the proliferation of walking tracks, as well as in recent times with the old Taupo Coach Road and today with State Highway 5. In the past, the key walking tracks through this area saw the seasonal passage of the Hapū in the summer to Tangitū and in the winter to Maungaharuru. For this reason, this area has constantly been a significant, strategic location, and the Hapū defended their interests in this land over many generations.

The Reserve is important as it is one of the few areas of remnant and regenerating native forest. It is home to stands of large kānuka (white tea-tree), māhoe (whiteywood), mamaku (black tree fern), and rewarewa (New Zealand honeysuckle), an important rongoā (medicinal plant). Many manu (birds) are found there including kiwi, ruru (morepork), tīwaiwaka (fantail), kererū (native pigeon), māātātā (fernbird), riroriro (grey warbler), kōtare (kingfisher), korimako (bellbird), miromiro (tomtit), pihipihi (silvereye) and tūi (parson bird). The Hapū caught manu for various reasons, including for kai (food) and preserving for trade or gifting with neighbouring iwi. Their feathers were used by the Hapū for decorating clothing and personal adornment.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. The Hapū have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Maungaharuru, including the Reserve and associated resources.

3: STATEMENTS OF ASSOCIATION

Waikoau Conservation Area (as shown on deed plan OTS-201-28)

The Waikoau Conservation Area (the Reserve) and environs are integral to the distinct identity and mana of Ngāti Kurumōkihi. The importance of the Reserve derives from its position along the eastern slopes of Maungaharuru (the Maungaharuru Range) within the Ahu-o-te-Atua (formerly named Ahuateatua) and Tarapōnui-a-Kawhea (as it is known to the Hapū, the official name is Taraponui) areas of Maungaharuru, and its proximity to Lake Opouahi. The Waikoau River flows through the Reserve. Accordingly, the following statements of association are relevant to the Reserve.

- Peaks of Maungaharuru Range;
- Balance of the Opouahi Scenic Reserve; and
- Waikoau and Aropaoanui Rivers and their tributaries.

Kōrero tuku iho – historical importance

In addition to Ngāti Kurumōkihi, Waikoau is also associated with Whakairo, the great grandson of Taurira and Mateawha. He appears from time to time at the edges of the bush in the Waikoau area as a fully tattooed warrior. During his lifetime, he occupied Te Onepu pā on the Waikoau River and was known to have traversed a wide area covering Tītī-a-Okura, Ohurakura, Pūrahoitangihia and Tūtira.

In Waikoau, plentiful flora and fauna were available for harvesting. These taonga (treasures) were harvested for a range of uses, including kai, rongoā (medicinal plants), clothing (including feathers for decorating garments and personal adornments), building materials, trade and gifting. Today, the Reserve consists of mainly scrub and low forest of mānuka (tea tree) and kānuka (white tea-tree) with some tītoki and tawa.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. The Hapū have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Maungaharuru, including the Reserve and associated resources.

3: STATEMENTS OF ASSOCIATION

Balance of the Opouahi Scenic Reserve (as shown on deed plan OTS-201-31)

For Ngāti Kurumōkihi, the balance of the Opouahi Scenic Reserve (the Reserve) and environs are integral to the distinct identity and mana of the Hapū. The importance of the Reserve derives from its position along the eastern slopes of Maungaharuru (the Maungaharuru Range) and the location of Lake Opouahi within the Reserve. Accordingly, the following statement of association is relevant to the Reserve.

- Peaks of Maungaharuru Range.

Spiritual importance

Lake Opouahi is regarded as a particularly spiritual place of Ngāti Kurumōkihi. The tuna (eels) were renowned as being unique to Lake Opouahi. Oral traditions tell of tuna known as the kēhua tuna (ghost eels). The tuna would often challenge whānau (families) in defiance of being harvested. They were famed as the kaitiaki (guardian) of Ngāti Kurumōkihi and the area. Also in this area appeared a tipua (a supernatural being) in a form similar to a white pig. This tipua was revered as a tohu (sign) and would appear at a time of misfortune, either after the event, or as a warning. Patupaiarehe (fairies) are also known to dwell in the area.

Kōrero tuku iho – historical importance

Nearby the Reserve and at the foot of Maungaharuru are several pā (fortified villages) that are associated with Ngāti Kurumōkihi and are still identifiable today. They are Kokopuru and Matarangi. Kokopuru pā was built on the hill of the same name. Kokopuru pā was heavily fortified and surrounded by extensive cultivations, wāhi tapu (sacred places), midden, ovens and cave shelters. According to a source who visited the pā in 1882, the main defensive structures were, at that time, almost intact, with heavy palisades of upright tōtara poles and boughs stood in a circular formation around the hill.

Close by is Matarangi pā, on a peak near Lake Opouahi. The pā was formerly surrounded by cultivations where kūmara (sweet potatoes) and taewa (potatoes) were grown and the water supply came from two lakelets – Ngā Ipu-o-Te-Amohia. Another prominent feature was a carved meeting house which was unfortunately destroyed during a skirmish with a warparty. Over the generations, a number of Ngāti Kurumōkihi chiefs, including Waiatara, based themselves at Kokopuru and Matarangi.

In the vicinity of Lake Opouahi are a number of caves that are also known to have been occupied from time to time, and some are the ancestral resting place for tīpuna (ancestors).

The Reserve is one of the few areas of remnant and regenerating native ngahere (forest) on Maungaharuru. It is located at an altitude of 500 to 700 metres above sea level.

In this area, plentiful flora and fauna were available for harvesting. In particular, rongoā (medicinal plants) were abundant, including red matipo, māwe, parapara, harakeke (flax), mānuka (tea tree), kāmahi, tawa, rewarewa (New Zealand honeysuckle) and tātarāmoa (bramble / bush lawyer).

The ngahere provided the ideal habitat for a large number of native birds including kiwi, kārearea (native falcon), kākā (native parrot), kererū (native pigeon) and tūī (parson bird). Many of these birds were harvested for kai (food) and their feathers used for decorating garments and personal adornments.

Lake Opouahi and its associated waterways were also significant sources of kai for the Hapū. The lake and waterways supplied uniquely tasting tuna, kākahi (freshwater mussels), kōura (freshwater

3: STATEMENTS OF ASSOCIATION

crayfish) and kōkopu (freshwater fish), as well as the daily water supply for the Hapū, as Lake Opouahi is a deep, spring-fed lake.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. The Hapū have a responsibility as kaitiaki in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Maungaharuru, including the Reserve and associated resources.

3: STATEMENTS OF ASSOCIATION

Bellbird Bush Scenic Reserve (as shown on deed plan OTS-201-47)

For Ngāti Kurumōkihi, the Bellbird Bush Scenic Reserve (the Reserve) and environs are integral to the distinct identity and mana of the Hapū. The importance of the Reserve derives from its position high along the eastern slopes of Maungaharuru (the Maungaharuru Range) within the Ahu-o-te-Atua (formerly named Ahuateatua) and Tarapōnui-a-Kawhea (as it is known to the Hapū; the official name is Taraponui) areas of Maungaharuru, and its proximity to Lake Opouahi. It is also bisected by the Waikoau River. Accordingly, the following statements of association are relevant to the Reserve.

- Peaks of Maungaharuru Range;
- Balance of the Opouahi Scenic Reserve; and
- Waikoau and Aropaoanui Rivers and their tributaries.

The Reserve is one of the few areas of remnant and regenerating native ngahere (forest) on Maungaharuru. It is located in moderate to steep terrain at an altitude of 700 metres above sea level. Consequently, it consists of diverse ngahere of tawhairaunui (red beech), kāmahī, mānuka (tea tree) and kānuka (white tea-tree). Other tree species include tawhairauriki (black beech), rewarewa (New Zealand honeysuckle), māhoe (whiteywood), horoeka (lancewood) and maire. The ngahere provided the ideal habitat for a large number of native birds including huia (before it became extinct), kiwi, kārearea (native falcon), kākā (native parrot), kererū (native pigeon), koekoeā (long-tailed cuckoo), korimako (bellbird) and tūī (parson bird). Many of these taonga (treasures) were harvested for a range of uses, including kai (food), rongoā (medicinal plants), clothing (including feathers for decorating garments and personal adornments), building materials, trade and gifting.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. The Hapū have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Maungaharuru, including the Reserve and associated resources.

3: STATEMENTS OF ASSOCIATION

Boundary Stream Scenic Reserve (as shown on deed plan OTS-201-46)

For Ngāti Kurumōkihi, the Boundary Stream Scenic Reserve (the Reserve) and environs are integral to the distinct identity and mana of the Hapū. The importance of the Reserve derives from its position high along the eastern slopes of the Maungaharuru Range (Maungaharuru) within the Ahu-o-te-Atua (formerly named Ahuateatua) and Tarapōnui-a-Kawhea (as it is known to the Hapū, the official name is Taraponui) areas of Maungaharuru, and its proximity to Lake Opouahi. The Waikoau River and Boundary Stream flow within the Reserve, and Shine Falls is located in the eastern part of the Reserve. Accordingly, the following statements of association are relevant to the Reserve.

- Peaks of Maungaharuru Range;
- Balance of the Opouahi Scenic Reserve; and
- Waikoau and Aropaoanui Rivers and their tributaries.

The Reserve is one of the few areas of remnant and regenerating native ngahere (forest) on Maungaharuru. It is located in moderate to steep terrain at varying altitudes of 300 to 980 metres above sea level. Consequently, the ngahere has a range of vegetation. It has a heavy forest cover of tawa, tītoki and rewarewa. Other tree species include tawhairauriki (black beech), kāpuka, pāpāuma, kāmahī, kānuka (white tea-tree), tawhairaunui (red beech), kōwhai, mamaku (black tree fern), ponga (silver tree fern), maire, kahikatea (white pine), rimu (red pine), mataī (black pine) and tōtara. The rare and nationally significant ngutu-kākā (kākā beak) has also been found in the reserve in recent times. The ngahere provided the ideal habitat for a large number of native birds including huia (before it became extinct), kiwi, kārearea (native falcon), kākā (native parrot), kererū (native pigeon), koekoeā (long-tailed cuckoo) and tūī (parson bird). Many of these taonga (treasures) were harvested for a range of uses, including kai (food), rongoā (medicinal plants), clothing (including feathers for decorating garments and personal adornments), building materials, trade and gifting.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. The Hapū have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Maungaharuru, including the Reserve and associated resources.

3: STATEMENTS OF ASSOCIATION

Rocks and Reefs and Hapū Coastal Marine Area (as shown on, respectively, deed plans OTS-201-41 and OTS-201-40)

For the Hapū, the rocks and reefs along the coastline (Rocks and Reefs) and the Hapū Coastal Marine Area and environs are integral to the distinct identity and mana of the Hapū and are significant because they are located within Tangitū (the sea).

Spiritual importance

Tangitū is vital to the Hapū. Tangitū has a mauri (life force) of its own. This mauri binds the spiritual world with the physical world. All elements of the natural world have mauri and it is this mauri that connects the Hapū with Tangitū. Mauri is therefore the basis of the spiritual relationship of the Hapū with Tangitū.

The Hapū regard all natural resources as being gifts from ngā atua kaitiaki (spiritual guardians), including those within Tangitū. Tangitū is within the domain of Tangaroa-i-te-Rupetu (Tangaroa), the spiritual guardian of the moana (sea) and waterbodies, and all within them. Tangaroa is the son of Papa-tū-ā-nuku (Earth Mother) and Rangi-nui (Sky Father), from whom all living things descend, including the Hapū. Descendants of Tangaroa include the whales, waves, ocean currents and fish life within the moana. Therefore, both the descendants of Tangaroa and the descendants of the Hapū are connected by whakapapa (genealogy). Tangaroa was central to the lives of the Hapū tīpuna (ancestors) and remains significant to the Hapū whānau (families) living today.

Hapū kaumātua and kaikōrero acknowledge the importance of Tangitū. Tangitū provides cultural, spiritual and physical sustenance, and as such, shapes the identity of the Hapū. The principal status of Tangitū is recognised by the Hapū in their mihi (greetings), whaikōrero (formal speeches), whakairo (carvings), kōwhaiwhai (painted panels) and tukutuku (woven panels) on their marae, whakatauākī (tribal proverbs), kōrero tuku iho (Hapū history) and waiata (songs).

Cultural importance - Whakatauākī

Ka tuwhera a Maungaharuru, ka kati a Tangitū,
Ka tuwhera a Tangitū, ka kati a Maungaharuru.
When the season of Maungaharuru opens, the season of Tangitū closes,
When the season of Tangitū opens, the season of Maungaharuru closes.

According to kōrero tuku iho, this whakatauākī:

- describes the takiwā (traditional area) of the Hapū – from Maungaharuru (the Maungaharuru range) in the west, to Tangitū (the sea) in the east; and
- it proclaims ahi-kā-roa (long occupation) of the Hapū and the inherited right as tāngata whenua to exercise mana whenua and mana moana.

The relationship the Hapū have with Tangitū is culturally significant and provides whānau with a strong sense of place and belonging to the takiwā. It is still customary practice for Hapū members to recite this whakatauākī to identify where they come from and the relationship that connects them to the natural world.

Hapū kaumātua also emphasise the connectedness of Maungaharuru with Tangitū. The waters flowing from the maunga (mountain) feed the streams, rivers, aquifers, lakes, wetlands and sea - the realm of Tangaroa.

3: STATEMENTS OF ASSOCIATION

The whakataukākī also describes the mahinga kai (places for gathering food) of the Hapū. The ngahere (forest) on Maungaharuru was the source of food for the Hapū in the winter. Tangitū was, and remains, the source of food in the summer. While the Hapū collected food on a seasonal basis, they were blessed in that they did not need to leave their takiwā in search of food. Hence another Hapū whakataukākī:

“ko tō rātau pā kai ngā rekereke”, “their fortified villages were in their heels”.

The Rocks and Reefs and Hapū Coastal Marine Area were traditionally a vital food source for the Hapū, and in the past, kaimoana (seafoods) were in plentiful supply. From the domain of Tangaroa the Hapū sourced their kai (food). They caught ika (fish), tuna (eels), īnanga and ngaore (forms of whitebait) and kōura (crayfish) and gathered kuku (mussels), kina (sea urchin) and pāua (abalone). Rongoā (medicinal plants) such as kaiō (sea tulip) and sea water were also collected for medicinal purposes. Other resources that were gathered included tāwhaowhao (driftwood), pungapunga (pumice) and rimurimu (bull kelp) for storing tītī (muttonbirds).

Tangitū was also integral to the economy of the Hapū – kai and resources gathered from Tangitū were often traded with their neighbours.

This whakataukākī also implies that the manuhiri (visitors) of the Hapū will be served kai from Maungaharuru and Tangitū. The ability to offer the range and quality of kai the Hapū had from their takiwā enhanced their mana.

In addition, the gathering of kai and resources has the reciprocal obligation of the Hapū to act as kaitiaki (guardians). The Hapū had tohu (signs) and tikanga (customs) which dictated the appropriate time and practices for gathering food and resources from Tangitū. Mātauranga (knowledge) associated with the collection of resources was central to the lives of the Hapū and remains a significant part of the cultural identity of the Hapū today. Mātauranga and associated tikanga, karakia (prayers) and kawa (rules) are all essential for maintaining customary traditions - the ritual and tapu (sacredness) associated with gathering and utilising resources.

Kōrero tuku iho – historical importance

Tīpuna recounted that Tangitū is named after a strong-willed young woman from the takiwā. Tangitū was an excellent diver and collector of kaimoana who could stay submerged for long periods of time. Against advice, Tangitū went diving into a hole from which she never returned. Tangitū manifested herself as a whale and is an important kaitiaki for the Hapū. According to tradition, if tikanga or kawa were not properly observed when gathering kaimoana or other resources, Tangitū the kaitiaki would appear. The Hapū believe that, as a kaitiaki, Tangitū has the power to protect her people, particularly in the event of natural disasters. She has been known to use her tail to unblock the mouth of Te Ngarue (formerly Te Ngaru) Stream and Pākuratahi (formerly Pakuratahi) Stream, or lie across the mouth as protection in the event of high seas.

There are other kaitiaki who live in Tangitū, including Uwha, at Arapawanui, who takes the form of an eel or octopus, and Moremore, the son of Pania (of the reef), who swims the coastline in the form of a mako (shark).

Also associated with Tangitū is the story of Ruawharo. Ruawharo was a tohunga (high priest) aboard the waka (canoe) Tākitimu on its migration to Aotearoa. He gathered sands from Hawaiki and took them aboard the waka. The sands held the mauri of fishlife. Ruawharo and his wife Hine-Wairakaia had three sons; Matiu, Makaro and Moko-tu-a-raro. To extend the mauri of fishlife, Ruawharo placed his children along the coast at Waikokopu in Te Māhia and between Rangatira and Te Ngaruroro. Significantly for the Hapū, Makaro was placed at Arapawanui to instil the mauri of fishlife along the coastline.

3: STATEMENTS OF ASSOCIATION

Along the coast and nearby were significant mahinga kai and places associated with such activities, as follows.

- The mouths of the Waikari, Moeangiangi, Aropaoanui (known to the Hapū as Arapawanui), Waipātiki (formerly Waipatiki) River, Te Ngarue (formerly Te Ngaru) Stream and Pākuratahi (formerly Pakuratahi) Stream.
- Tiwhanui is identified by the Hapū as the highest place along the cliffs on the Coast. It was used by the Hapū as a lookout for whales and schools of fish on fishing expeditions.
- Punakērua and Te Areare beaches.
- The Rocks and Reefs that were renowned for kaimoana are:
 - Omoko: located out to sea from the mouth of the Waikari River, which was particularly good for hāpuku (grouper) and well-known as a spawning and nursery area for tāmure (snapper) and other fish.
 - Whakapao, Urukaraka, Te Ngaio-iti, Te Ngaio-Nui and Whakatapatu: lying in an area slightly north of the mouth of the Moeangiangi River and south to the Waipapa Stream. These were all known as excellent places for catching hāpuku and for collecting kaiō (sea tulip), a type of sea plant good for medicinal purposes and eating. Whakatapatu was also a good place for catching moki and tarakihi.
 - Hinepare and Makaro: located near the mouth of the Arapawanui River.
 - Kōtuku and Te Ahiaruhe: located out to sea from the Arapawanui River. The former being known for hāpuku and the latter for tāmure.
 - Tarahau: located out to sea opposite the mouth of the Waipātiki Stream. This place was renowned for tāmure, tarakihi and moki.
 - Rautoetoe and Te Una: located out to sea opposite the mouth of Te Ngarue River. The former was known for tarakihi and the latter for moki.
 - Panepaoa: renowned for moki and a diving hole for crayfish.
 - Kiore: a rock shaped like a rat, near Te Areare beach. A good place to collect kaimoana.
 - Tamatea: a rock located at Tangoio and used as an indicator of whether it was low tide.

In earlier times, Hapū whānau made seasonal journeys to Tangitū to collect kai, rongoā and other natural materials. Whānau and individuals had different tasks. Some would go fishing, while others would collect shellfish, or collect plant materials from the coastline and associated lowland forests. Natural resources thrived, and as noted above, kōrero tuku iho identify particular rocks and reefs as being renowned for providing bountiful kaimoana from which to gather a variety of fish species. Tangitū teemed with fish including tarakihi, tāmure, herrings, hāpuku (grouper), blue moki, and mangō (sharks), as well as tohorā (whales). The coastal rocks and reefs provided pāua (abalone), kina (sea urchin), kuku (mussels), pūpū (type of mollusc), kaiō and kōura (crayfish). From the mouths of rivers and streams, pātiki (flounder), tuna, īnanga and ngaore (forms of whitebait) and kōkopu (fresh water fish) were harvested. Land based resources were also

3: STATEMENTS OF ASSOCIATION

gathered for various uses. The swamp harakeke (flax) was utilised as a rongoā for its various healing properties including blood cleansing.

Tangitū is a taonga to the Hapū. It is a whole and indivisible entity. The domain of Tangaroa includes the moana, coastal waters, beds, rocks, reefs and beaches, and springs, streams, rivers, swamps, estuaries, wetlands, flood plains, aquifers, aquatic life, vegetation, coastal forests, airspace and substratum as well as its metaphysical elements.

The Hapū have cultural, spiritual, traditional and historic associations with the Rocks and Reefs and Hapū Coastal Marine Area, its waters and associated land and flora and fauna. The Hapū have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Tangitū including its Rocks and Reefs, the Hapū Coastal Marine Area and associated resources.

3: STATEMENTS OF ASSOCIATION

Coast (as shown on deed plans OTS-201-48, OTS-201-49, OTS-201-50, OTS-201-20 and OTS-201-21)

The Coast comprising the Whakaari Landing Place Reserve, Tangoio Marginal Strip, Waipatiki Beach Marginal Strip, Earthquake Slip Marginal Strip and the Moeangiangi Marginal Strip (together, the Coast) is significant to the Hapū because of its relationship with, and proximity to, Tangitū (the sea) and other lands near the Coast. The Coast is transected by various awa (rivers) that are also important to the Hapū. Accordingly, the following statements of association are relevant to the Coast.

- Rocks and Reefs and the Hapū Coastal Marine Area;
- Whakaari Landing Place Reserve;
- Waipatiki Scenic Reserve;
- Mangapukahu Scenic Reserve;
- Moeangiangi Marginal Strip;
- Earthquake Slip Marginal Strip;
- Te Kuta Recreation Reserve;
- Pākuratahi Stream and its tributaries;
- Te Ngarue Stream and its tributaries;
- Waikoau and Aropaoanui Rivers and their tributaries;
- Moeangiangi River and its tributaries;
- Waikari River and its tributaries;
- Anaura Stream and its tributaries; and
- Waitaha Stream and its tributaries.

The Coast was an area of significant occupation by the Hapū and contains many kāinga (village) and pā (fortified village) sites. Ngāti Whakaari is a section of Ngāti Marangatūhetaua (Ngāti Tū) and occupied the Petane area. Ngāti Tū occupied the coast northwards from Keteketerau (the outlet to Te Whanganui-ā-Orotu (the former Napier Inner Harbour)) to the Otumatai block. In particular, Ngāi Te Aonui and Ngāti Rangitohumare occupied Arapawanui and Ngāi Te Aonui occupied Moeangiangi. Both Ngāi Te Aonui and Ngāti Rangitohumare intermarried with Ngāti Tū, and later became known as Ngāti Tū. Ngāti Kurumōkihi also occupied Tangoio, Waipātiki, Arapawanui and Moeangiangi. The coast comprising the Otumatai and Te Kuta blocks northwards to the Waitaha Stream was occupied by Ngāi Tahu. Ngāi Te Ruruku also came to occupy areas of the Coast in particular Tangoio, Waipātiki and Arapawanui.

As Tangitū was a highly prized resource of the Hapū, it was jealously guarded. During the time of Marangatūhetaua and Tataramoa, friction broke out with another hapū, who invaded the fishing grounds at Tangitū and seized the waka (canoes) of Ngāti Tū and Ngāi Tatara (later known as Ngāti Kurumōkihi) and drove the local people away. Marangatūhetaua sought the help of Te Ruruku, a Wairoa chief. Te Ruruku helped Ngāti Tū and Ngāi Tatara to repel the invaders and in

3: STATEMENTS OF ASSOCIATION

return he was gifted land at Waipātiki. Te Ruruku settled in the area and his descendants through Hemi Puna and Taraipene Tuaitu maintained ahi-kā-roa (long occupation) and are known today as Ngāi Te Ruruku (ki Tangoio).

All along the Coast and nearby are places that the Hapū occupied or are significant to the Hapū – nohoanga (camping sites), kāinga (villages) and pā (fortified villages), urupā (burial grounds) and other wāhi tapu (sacred places), including the following.

- Ngāmoerangi pā near Tangoio beach.
- Whakaari pā on the Tangoio headland.
- Te Wharangi pā at Waipātiki.
- Te Puku-o-te-Wheke pā, camp sites and wāhi tapu at Arapawanui.
- Kāinga, pā, nohoanga, urupā and other wāhi tapu along the cliffs between Arapawanui, Moeangiāngi and Te Kuta.
- Kāinga and urupā at the Waikari River.

The Hapū have cultural, spiritual, traditional and historic associations with the Coast, associated waters and flora and fauna. Hapū have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all their natural and historic resources and sites. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with the Coast and associated resources.

3: STATEMENTS OF ASSOCIATION**Whakaari Landing Place Reserve** (as shown on deed plan OTS-201-48)

For the Hapū, the Whakaari Landing Place Reserve (the Reserve) and environs are integral to the distinct identity and mana of Ngāti Marangatūhetaua (Ngāti Tū), including Ngāti Whakaari and Ngāi Te Ruruku (ki Tangoio). The importance of the Reserve derives from its location on the coast on a prominent headland near Tangoio. Also, Whakaari, an iconic and significant pā (fortified village) of the Hapū, is located within its boundaries. Accordingly, the following statements of association are relevant to the Reserve.

- Rocks and Reefs and the Hapū Coastal Marine Area;
- Pākuratahi Stream and its tributaries; and
- Te Ngarue Stream and its tributaries.

Part of Whakaari is known to locals as “Flat Rock” due to the extension of a large, flat rock from the Whakaari peninsula into the sea.

Spiritual importance

The Reserve is important because of its relationship with, and proximity to, Tangitū (the sea). Tangitū is vital to the Hapū and mauri (life force) is the basis of the spiritual relationship.

Kōrero tuku iho – historical importance

Whakaari is believed to have been named after the tipuna (ancestor) of the same name. Whakaari is a descendant of the Ngāti Tū chief Kohipipi. One day, while out in a waka (canoe), he was concerned about the increasingly stormy weather and decided to return to shore. Others in the waka did not want to return, so he swam ashore. He arrived at the headland, and so it was named after him. Whakaari's descendants are known as ‘Ngāti Whakaari’ and are a section of Ngāti Tū. Ngāti Whakaari is associated with Petane.

Whakaari was a strategically important pā, especially in the time of the eponymous ancestors, Marangatūhetaua (for Ngāti Tū), Tataramoa (for Ngāti Kurumōkihi formerly known as Ngāi Tataara) and Te Ruruku (for Ngāi Te Ruruku (ki Tangoio)). Whakaari was used as a look out. It overlooked and protected the landing sites for waka on the bays below and stood as a bastion on the northern and eastern flanks. The southern and western flanks were protected from invasion overland by Ngāmoerangi pā. Ngāmoerangi also prevented the waka taua (enemy war canoes) that came across the bay from landing. Situated in the middle and just behind these pā was the formidable pā, Te Rae-o-Tangoio in the Tangoio valley.

Marangatūhetaua sought support from Te Ruruku, a chief from Wairoa, to defend the takiwā (traditional area) from another hapū that had been raiding the fishing grounds of Ngāti Tū and Ngāti Kurumōkihi at Tangoio and Tūtira. Marangatūhetaua needed to offer incentives to Te Ruruku to persuade him to settle among them. It was eventually agreed that Te Ruruku would occupy Ngāmoerangi pā, which was the gateway to the fishing grounds at Tangitū. Marangatūhetaua put his warriors at Te Ruruku's disposal. He also left several of his children at the pā with Te Ruruku as a sign of good faith. Marangatūhetaua and his son Ngapoerau went to live at Te Rae-o-Tangoio, and their descendants have lived there ever since. Te Ruruku, and the warriors, became the guardians of Whakaari and Ngāmoerangi. With the help of Te Ruruku, Marangatūhetaua and Tataramoa were able to repulse the enemy forays into the takiwā and then go on to the offensive.

3: STATEMENTS OF ASSOCIATION

Whakaari is also mentioned in the stories about Taraia I, the Kahungunu chief, and his migration south. After a battle at Arapawanui, it is said that Taraia I and his party moved on to stay for a while at Whakaari.

Whakaari was also used from time to time as a place of refuge. In the era of the musket, invasion by surrounding iwi caused many Ngāti Kahungunu hapū to flee to Kai Uku and Nukutaurua at Te Māhia. Whakaari provided protection to Ngāti Tū and Ngāti Kurumōkihi who remained in the takiwā during this time.

Around 1840, a whaling station was established at Whakaari. Whaling was an occupation that resulted in a considerable amount of cultural exchange. Some Hapū tīpuna (ancestors) became whalers and others married Pākehā whalers and many whānau are descended from whalers. There were two whaling stations within the takiwā, Whakaari was the most famous and there was another one at Moeangiāngi. Whakaari is a significant archaeological and historic site; one of three outstanding whaling station sites in Hawke's Bay in terms of the quality of the archaeological evidence.

From the original tīpuna, the occupation of Whakaari by the Hapū has survived the migration of Kahungunu and also, the later invasion of Kahungunu by surrounding iwi. It is one of only a few pā sites of the Hapū, and their only coastal pā, that is not in private ownership and remains available to the Hapū today.

Whakaari is still significant to the Hapū, not only because it carries the name of a founding tipuna, but also because of its rich history and its spiritual and cultural importance. It is commemorated in a waiata tangi by Kowhio.

He rangi tatari tonu, te rangi ākuanei, te ope haereroa e
 Mō taku koro e, ka ngaro noa tu rā, ki Whakaari rā ia
 Ki te toka kahekahe, nāhau e tamaiti, i whāiti tū māna e..i
 Pēnei tonu ai, tā te roimatahanga, he kai maringi kino e..i
 Mō te aroha ee, ka ngaro mai kei roto, kei te hinapōuri e..i
 Tērā te whetū, taukamo ana mai, nā runga ana mai e..i
 O ngā hiwi nui e, ki te whara ngira ia, e tete noa mai ra e
 Hohoro mai ko ia, tāhau haramai, he kino te koropuku
 Te moe a te kekeno, ki te moana rā ia, ko wai ahau kakaitea rā ..i
 Taringa whakarongo, ki te hori ki waho rā,
 Kaia mai rō mai rō, koe e..i
 Ngahere tonu tana, whakatānguru i taua ngahuru nei e..i

Today is a time to endure, a time to await the Cortege that journeys to bring forth my Koro at
 the Inlet nestled at the foot of Whakaari, the Panting Rock;
 the Bluff that initiates breathless exertions echoing up from steep and difficult pathways.
 There at the Cove below the assembly will gather to await, he, the progeny of our Ancestors.

It is so; a deep and yearning affection, abides in aching memories welling a surging rush to
 brim and cascade into a deep weep, the weep of the inconsolable.
 Grief so renders me desolate and lost, to drift in that deep chasm of sorrow.

3: STATEMENTS OF ASSOCIATION

Yonder the Day Star winkles and glistens above the great hills and over a solitary sail
appearing on the horizon of an undulating sea.

The figurehead of an approaching Prow appears from the distant ocean haze. A doleful ache
arises in me.

It is he, borne upon his approaching Bier, distant and solitary, yonder, as a lonely Seal
asleep, upon a heaving sighing sea.

I, transfixed to gaze at the Waka Taua consuming the distance, swiftly approaching and
gliding in to its moorings and to the awaiting assembly.

Harken to the sounds emanating from out there!

Listen, to the departing rush of his restless Spirit gone by, drifting to and thro in search of the
pathway to the Ancestors.

On towards the moaning, murmuring clamour of a tormented forest agitated by the
Southerlies howling gusts and on to the resting place of peace.

Cultural importance

Whakaari was traditionally an important mahinga kai (place for gathering food) for the Hapū, with numerous significant rocks and reefs nearby. In the past, kaimoana (seafood) was in plentiful supply. At Whakaari the Hapū would gather kaimoana such as pāua (abalone), kina (sea urchin), kuku (mussels), kōura (crayfish) and pūpū (type of mollusc). In the early twentieth century, it was the Hapū women who would go to the beach at Whakaari to gather kaimoana, which they would take home by horseback.

Tikanga (customs) would be maintained throughout this mahi (work). For example, kaimoana would not be eaten on the beach and not till the next day. The whakatauaākī (tribal proverb) below would be adhered to:

"haere ki rō wai, haere ki te moana, karakia" – "when entering the water, or entering the sea, say a prayer".

Whakaari is still a mahinga kai today, although the kai is no longer abundant.

Whakaari is a sheltered haven on a rough coast. It was used as a landing place for waka and in later times, for boats. Nearby (immediately south of some present day cottages), is a site commemorating the place where Marangatūhetua and Te Ruruku beached their waka.

Whakaari was the starting point for a trail inland, an important place for the Hapū travelling by sea, and it was where they left for their fishing grounds up and down the coast.

3: STATEMENTS OF ASSOCIATION**Waipatiki Scenic Reserve** (as shown on deed plan OTS-201-27)

Waipatiki Scenic Reserve (the Reserve) and environs are of great spiritual, cultural and historical significance to Ngāti Marangatūhetaua (Ngāti Tū), Ngāti Kurumōkihi (formerly known as Ngāi Tātara) and Ngāi Te Ruruku. The importance of the Reserve derives from its location on the Waipātiki (formerly known as Waipatiki) Stream, and proximity to the coast and Tangitū (sea). Accordingly, the following statements of association are relevant to the Reserve.

- Rocks and Reefs and Hapū Coastal Marine Area; and
- Coast.

Kōrero tuku iho – historical importance

The Reserve is located at the head of the Waipātiki valley. The Reserve and its environs was an area of significant occupation by the Hapū and contains nohoanga (camping sites), kāinga (villages) and pā (fortified villages), urupā (burial grounds) and other wāhi tapu (sacred places).

The key pā, located on the coast on the northern side of the river mouth is Te Wharangi. During the time of the Ngāti Marangatūhetaua (Ngāti Tū) chief, Marangatūhetaua and Ngāi Tātara chief, Tātaramoa, their fishing grounds at Tūtira and Tangoio were being plundered by another hapū. To help protect their fishing grounds, Marangatūhetaua made an alliance with Te Ruruku, a chief from Wairoa. In exchange for helping to repel the invaders, tribal archives record, “ko Waipātiki nā Marangatū i tuku ki a Te Ruruku” – Marangatūhetaua gifted land at Waipātiki to Te Ruruku. Included within this gift was Te Wharangi pā. This was considered a prized gift as the area was renowned as an excellent source of kaimoana (seafood), manu (birds) and other kai (food).

Cultural importance

Today, the Reserve is one of a few areas of native ngahere (forest) remaining in the Waipātiki valley. It comprises mostly kānuka (white tea-tree), hangehange, kawakawa (pepper tree), tītoki, tawa, karaka, rewarewa (New Zealand honeysuckle) and large stands of nīkau. Although not as plentiful as earlier times, kererū (native pigeon) and tūī (parson bird) still remain.

The seasonal passage of the Hapū to collect kai is evidenced by the trails from Maungharuru to Tangitū. And within the Reserve is the remnant of an old trail used by the Hapū.

Tarahau, a fishing reef located out to sea opposite the mouth of the awa (river), was renowned for tāmure (snapper), tarakihi and moki, and the coastline from Waipātiki north to Arapawanui was excellent for pāua (abalone). Up until the mid-twentieth century kina (sea urchin), pāua, kuku (mussels) and kōura (crayfish) were still plentiful at Waipātiki and collected regularly by the Hapū.

Kai was also sourced from the awa. The Hapū caught tuna (eels), īnanga and ngaore (forms of whitebait), and as the name suggests, Waipātiki was prolific with pātiki (flounder).

Prior to the 1931 Napier Earthquake, Waipātiki was an estuarine valley. The earthquake uplifted the whole valley so that the previously wide flats and large estuary were replaced by the deeper stream pattern of today. The awa was and continues to be a taonga (treasure) to the Hapū. Traditionally, the awa provided a wealth of resources to sustain the Hapū. The life forms, which are an integral part of the awa, cannot be separated from them. The relationship the Hapū have with this taonga relates to the entire catchment. The health of the awa reflects the health of the Hapū.

3: STATEMENTS OF ASSOCIATION

Pā harakeke (flax bushes) supplied tīpuna (ancestors) with raw products for rongoā (medicinal plants), weaving materials and trading. Harakeke were located in the wetland areas and associated lowland forests and provided an important habitat for nesting birds and fish species. Although freshwater fish and tuna have been severely depleted, they are still an important resource for whānau (families) today.

Traditionally, kāinga in the river valley were surrounded by an abundant source of timber. The river flats were heavily forested with tōtara, along with lush dense stands of other native timbers. The fruits of the trees were a source of food. A vast range of edible products were harvested from the ngahere. Hapū members knowledgeable in rongoā would gather kawakawa leaves (pepper tree), kōwhai bark, harakeke (flax), frond stems of mamaku (black tree fern), karaka berries, and ngaio. These taonga were used for a variety of ailments, were highly valued by tīpuna and remain culturally significant to the Hapū today. However, the availability of rongoā species has diminished considerably over the past century.

In pre-European times, ngā manu (birds) associated with the awa were plentiful. Kererū (native pigeon), tūi (parson bird), weka (woodhen), kākā (native parrot) and kiwi were found in the ngahere that hugged the river valley; pākura (pūkeko or purple swamp hen) and native ducks were harvested in the wetland areas. Ngā manu were not only important as a source of food, the feathers were also used for cloaks, decorating garments and personal adornment.

In addition to the resources of Tangitū, the awa and ngahere, the alluvial soils near the mouth of the awa were easy for the Hapū to cultivate.

The Hapū have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (custom) to restore, protect and manage all their natural and historic resources and sites. This relationship is as important to present day whānau as it was to their tīpuna. The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with the Reserve and associated resources.

3: STATEMENTS OF ASSOCIATION**Mangapukahu Scenic Reserve** (as shown on deed plan OTS-201-25)

The Mangapukahu Scenic Reserve (the Reserve) and environs are of immense spiritual, historical and cultural significance to the Hapū who maintained ahi-kā-roa (long occupation) in this area. The Hapū are Ngāti Marangatūhetaua (Ngāti Tū), including Ngāti Rangitohumare and Ngāi Te Aonui, Ngāti Kurumōkihi and Ngāi Te Ruruku. Ngāti Rangitohumare and Ngāi Te Aonui intermarried with Ngāti Tū and became known as Ngāti Tū.

The importance of the Reserve is in part due to its location. It lies on the steep, northern side of the Arapawanui Valley and borders the Arapaoanui River (this is the official name; the name known to the Hapū is Arapawanui). Accordingly, the following statements of association are relevant to the Reserve.

- Rocks and Reefs and Hapū Coastal Marine Area;
- Coast; and
- Waikoau and Arapaoanui Rivers and their tributaries.

Spiritual importance

Located within the Reserve are urupā (burial grounds). And known to the Hapū are taipō (supernatural beings) that inhabit nearby areas.

Kōrero tuku iho – historical importance

“Arapawanui” has been explained by kaumātua as “ara” meaning pathway, “pawa” to describe the “V” shape of the high canyon walls descending down to the narrow pathway of the awa (river) far below, and “nui” referring to the depth, and sheerness, of the canyon. Hence “Arapawanui” - the way of the big canyon.

The official name of the awa is Arapaoanui. A similar name known to the Hapū is “Arapaoanui” and refers to a site within the Arapawanui valley, and relates to an incident that occurred just prior to the migration of Taraia I. It was there that a chief from another district had committed the corpses of slain enemies to the hāngī (earth oven). The paoa (kidneys) of the enemy began to quiver and twitch. Thinking this was some form of witchcraft, the chief responded by attacking the offending organs with a stick, hence the name for that site of “Arapaoanui” - thoroughly bashed kidneys.

Arapawanui features in many kōrero (stories) of the Hapū including kōrero relating to the voyage of the waka (canoe), Tākitimu. It is said that Ruawharo, a tohunga (high priest) on the waka, placed his son, Makaro, who had been turned to stone near the rivermouth of the Arapawanui River. The toka (stone) held the mauri (life force) of fish life, and where ever it was placed, the area would become prolific and bountiful with fish. Arapawanui has long been renowned as an area that was abundant with kaimoana (seafood).

Arapawanui is also highlighted in the kōrero several generations later, relating to the arrival of the Wairoa chief, Te Ruruku. The Ngāti Tū tipuna (ancestor) Marangatūhetaua sought the help of Te Ruruku to defend the fishing grounds at Tūtira and Tangoio, which were being plundered by another hapū. On their journey to Tangoio they slept the night at Arapawanui. The next morning they climbed to the summit of Te Karaka, a high hill overlooking the awa. There they were afforded a panoramic view of the surrounding area. Te Ruruku watched in awe as dense clouds of birdlife rose above the forests to black out the horizon of the sea and the rays of the rising sun. Impressed, Te Ruruku asked who had rangatiratanga (authority) over the region.

3: STATEMENTS OF ASSOCIATION

Marangatūhetaua replied that his occupation began from Arapawanui to Maungaharuru, then to Te Waka from there to Hukanui and on to Puketitiri. On hearing this information Te Ruruku's interest in the expedition increased and discussions began about what help he could provide to Marangatūhetaua.

Arapawanui has always been one of the principal and largest coastal kāinga (villages) of the Hapū and continued as such well into the nineteenth century. Located within, and in the vicinity of, the Reserve are numerous sites of significance which attest to the occupation of the area by the Hapū. These sites include urupā and other wāhi tapu (sacred places), kāinga (villages), pā (fortified villages) and mahinga kai (food gathering places). The northern ridges in the valley, including the Reserve, formed one of two trails used by the Hapū for their seasonal travel between the coast and inland to Tūtira and Maungaharuru (Maungaharuru Range) (the other main trail being from Tangoio). The trail was high on the ridge to ensure the Hapū could see if the way was safe from any awaiting war party. Along these trails are located sites including Te Hoe, Te Korokoro-o-Marama, Te Karaka and Parepohatu. As noted earlier, Te Karaka was a high point in the area. It is commemorated in a waiata (song) composed by a tipuna (ancestor), Kowhio. The waiata is about a girl named Hariata who was in love with Te-Iwi-Whati, and how, when looking down from Te Karaka, she could almost see his dwelling.

Ākuanei au ka piki ki Te Karaka rā ia
A marama au te titiro ki Manga-hinahina rā
Kei raro iho nā ko taku atua e aroha nei au
Taku hinganga iho ki raro rā ko turi te tokorua
Te roa noa hoki o te pō tuarua e Iwi
Oho rawa ake nei ki te ao, hopu kau kāhore, ei

I will climb with the dawn to the top of Te Karaka
So that I may get a clear view of Manga-hinahina
Just below lies my beloved one.
Whilst I slept alone, my tucked-up knees only were
my bedfellow.
During the long night, twice, Iwi, I have dreamed of
thee, I awoke, I felt for thee; thou wast gone!

Downstream from the Reserve is the largest terraced pā within the valley, known to the Hapū as Te Puku-o-te-Wheke - literally, the stomach of the octopus (it is also known by others as Arapawanui pā). It is located on the coast on the northern side of the awa. It was an ancient pā occupied by the Hapū, and in later times was associated mostly with Ngāi Te Ruruku, Ngāti Rangitohumare and Ngāi Te Aonui. Te Puku-o-te-Wheke was often visited by allies, being a convenient tauranga waka (anchorage) site. Tamatea (the captain of the waka Tākitimu) and his son Kahungunu, are known to have stopped there for food supplies, and the pā remained a port of call for travellers voyaging up and down the coast. It is recorded that at one time a fleet of up to 50 waka anchored at Arapawanui on their way to a tangihanga (funeral) for a dignitary. Within the valley are other kāinga and pā sites, although many have been destroyed or damaged through land use. The remains of two other pā are visible a little further up the awa on the south side. One of these is known as Rangipō.

Cultural importance

Arapawanui has long been famous as a mahinga kai (a place for gathering food), and in the past was renowned for its kaimoana, fine fern roots and kiore (rats). The awa and its mouth provided an abundant food basket with fish, kina (sea urchin), pāua (abalone) and kuku (mussels). In earlier times, tuna (eels) would also make their journey from Tūtira along the awa and out to sea to spawn. One tipuna recounted of 'te rere o ngā tuna' - 'the migration of the eels', that you could smell them before you could see them, there were so many tuna in the awa. Sadly, due to issues at Lake Tūtira and elsewhere, it appears the migration of the eels is no longer possible and there are far fewer tuna in the awa today.

Arapawanui is also the home of Uwha, a Hapū kaitiaki (guardian) which reveals itself as a wheke or tuna. Uwha continues to guard the river and coastline to this day.

3: STATEMENTS OF ASSOCIATION

Prior to the 1931 Napier Earthquake, the awa was very deep and was used as a means of transport for waka. In later times, the awa was used for commercial purposes to transport bales of wool from the interior to the coastline.

The alluvial soils near the river mouth were easy to cultivate, and cultivations covered the valley. In more recent times maize, kūmara (sweet potatoes), taewa (potatoes), watermelon, kamokamo (squash), tomato, sweetcorn and pumpkin were grown in the fertile, black soil.

While hunting manu (birds) was common, Hapū kaumātua speak in later times of also hunting the plentiful ducks, rabbits, hares and pheasants at Arapawanui.

Substantial forest resources were within the valley. Tōtara was collected from areas including the Reserve and used to construct waka, and later, whaling boats.

Today there is little left of the indigenous forest. The Reserve consists of remnant forest and regenerating bush, including mānuka (tea tree), tawa, tītoki, rewarewa (New Zealand honeysuckle), kahikatea (white pine) and mataī (black pine). The forest used to provide the ideal habitat for a large number of native manu. These taonga (treasures) were harvested for a range of uses, including kai (food), rongoā (medicinal plants), clothing (including feathers for decorating garments and personal adornment), building materials and trade and gifting.

Arapawanui continues to be a popular summer camping and fishing destination for many Hapū whānau (families). Some members of the Hapū still maintain landholdings there today.

Arapawanui was, and is, considered by the Hapū to be an area of immense spiritual, historical and cultural importance. This is signified by the dense settlement of the Hapū there and their willingness to defend this prized area. The Hapū have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all their natural and historic resources and sites. This relationship is as important to present day whānau as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Arapawanui and the Reserve, and their associated resources.

3: STATEMENTS OF ASSOCIATION

Moeangiangi Marginal Strip (as shown on deed plan OTS-201-21)

The Moeangiangi Marginal Strip (the Reserve) and environs are integral to the distinct identity and mana of the Hapū of this area, namely Ngāi Te Aonui, and Ngāti Kurumōkihi. Ngāi Te Aonui intermarried with Ngāti Marangatūhetaua (Ngāti Tū), and later became known as Ngāti Tū.

The importance of the Reserve is due to its location on the coast and proximity to Tangitū. In addition, the Reserve straddles Moeangiangi, which has been one of the principal coastal kāinga (villages) of the Hapū. Accordingly, the following statements of association are relevant to the Reserve.

- Rocks and Reefs and Hapū Coastal Marine Area;
- Coast; and
- Moeangiangi River and its tributaries.

All along the Reserve and nearby are places that the Hapū occupied or are significant to the Hapū – nohoanga (camping sites), kāinga and pā (fortified villages), urupā (burial grounds) and other wāhi tapu (sacred sites). A key area of occupation for the Hapū was Moeangiangi (together with the surrounding area it is also known in more recent times as Ridgemount). There are several pā located both to the north and south of the Moeangiangi River mouth, each with commanding views over the land and sea. It is known that when Tataramoa moved to Moeangiangi from Tangoio, he occupied the pā to the south of the Moeangiangi River mouth. Tataramoa is the eponymous ancestor for Ngāi Tatara (later known as Ngāi Kurumōkihi).

Hapū kaumātua have commented that there are many urupā in the area of the Reserve, along the ridgetops and near the Moeangiangi awa (river) and that kōiwi (human bones) were frequently found or uncovered through later land use or erosion.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna and have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with the Reserve, and associated resources.

3: STATEMENTS OF ASSOCIATION

Earthquake Slip Marginal Strip (as shown on deed plan OTS-201-20)

The Earthquake Slip Marginal Strip (the Reserve) and environs are integral to the distinct identity and mana of the Hapū associated with that area.

In the northern part of the Reserve, within the former Te Kuta and Otumatai blocks, the Hapū associated with this area is Ngāi Tahu. In the southern part of the Reserve, within the former Moeangiangi block, the Hapū associated with this area are Ngāi Te Aonui, and Ngāti Kurumōkihi. Ngāi Te Aonui intermarried with Ngāti Marangatūhetaua (Ngāti Tū), and later became known as Ngāti Tū.

The importance of the Reserve is due to its location on the coast and proximity to Tangitū (the sea). In addition, the Reserve is within the former Te Kuta block, borders the Waikari River and is near Waikare, which has been one of the principal coastal kāinga (villages) of the Hapū. Accordingly, the following statements of association are relevant to the Reserve.

- Rocks and Reefs and Hapū Coastal Marine Area;
- Coast;
- Te Kuta Recreation Reserve;
- Waikari River and its tributaries;
- Anaura Stream and its tributaries; and
- Waitaha Stream and its tributaries.

The Reserve and its environs was an area of significant occupation by the Hapū and contains many nohoanga (camping sites), kāinga and pā (fortified villages). The coast south of the Waikari River comprising the former Te Kuta and Otumatai blocks, was occupied by Ngāi Tahu. Ngāti Tū, including Ngāi Te Aonui, and Ngāti Kurumōkihi occupied the remainder of the Reserve, from the coast southwards of the Otumatai block and including the former Moeangiangi block.

The Reserve forms part of an ancient coastal trail, used by the Hapū to travel between Arapawanui to the Te Kuta River mouth - Te Puta-o-Hinetonga. Tiwhanui is identified by the Hapū as the highest point along the cliffs within the Reserve. It was used by the Hapū as a nohoanga and lookout for schools of fish and whales on fishing expeditions.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna and have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with the Reserve, and associated resources.

3: STATEMENTS OF ASSOCIATION

Te Kuta Recreation Reserve (as shown on deed plan OTS-201-26)

Te Kuta Recreation Reserve (the Reserve) and environs are integral to the distinct identity and mana of Ngāi Tahu. The importance of the Reserve derives from its location on the Waikari River and proximity to Waikare, which has been one of the principal coastal kāinga (villages) of the Hapū, the coast and Tangitū (the sea). Accordingly, the following statements of association apply to the Reserve.

- Rocks and Reefs and Hapū Coastal Marine Area;
- Coast;
- Earthquake Slip Marginal Strip; and
- Waikari River and its tributaries.

The Reserve and its environs was an area of significant occupation by Ngāi Tahu and contains nohoanga (camping sites), kāinga and pā (fortified villages), urupā (burial grounds) and other wāhi tapu (sacred places). Along the Reserve and nearby were also significant mahinga kai (food gathering places) and places associated with such activities, including the mouth of the Waikari River, Te Puta-o-Hinetonga and Tangitū. Tuna (eels) are a taonga species that have been central to the lives of the Hapū for many, many generations. Several pā tuna (eel weirs) are named on the Waikari River including Tutaekaraka.

The Reserve is located on an ancient walking track which later became the Waikare Road. However, it was also the awa (river) which provided the Hapū with a highway to and from the hinterlands to gather resources. Waka (canoes) were used to negotiate the waterways.

The Hapū have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna and have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources. This relationship is as important to present day whānau (families) as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with the Reserve, and associated resources.

3: STATEMENTS OF ASSOCIATION

Balance of the Tutira Domain Recreation Reserve (as shown on deed plan OTS-201-30)

The Balance of the Tutira Domain Recreation Reserve (the Reserve) comprises most of the margins of the Lakes Tūtira, Waikōpiro and Orakai. The Reserve and environs are of great cultural, spiritual and historic significance to Ngāti Marangatūhetaua (Ngāti Tū) and Ngāti Kurumōkihi (formerly known as Ngāi Tatara). The following statements of association are relevant to the Reserve.

- Sandy Creek and its tributaries; and
- Mahiaruhe Stream and its tributaries.

Sandy Creek is the official name; it is known to the Hapū as Papakiri Stream. Part of the Mahiaruhe Stream is also known to the Hapū as Tūtira Stream.

Spiritual importance

The Tūtira area, including Lakes Tūtira, Waikōpiro and Orakai, is a renowned taonga (treasure) of Ngāti Kurumōkihi. The lakes have a mauri (life force) of their own. This mauri binds the spiritual world with the physical world. All elements of the natural world have mauri and it is this mauri that connects Ngāti Kurumōkihi with the lakes. Mauri is therefore the basis of the spiritual relationship of Ngāi Kurumōkihi with this area.

Lake Tūtira was also regarded by the Hapū as being a particularly spiritual area. The Hapū have a whakatauhākī (tribal proverb) about the lake being:

“ko te waiū o ō tātau tīpuna” – “the milk of our ancestors”.

This whakatauhākī is not just a reference to the abundance of kai (food) that could be sourced from the lake. It also referred to the lake providing spiritual sustenance. Accordingly, the physical and spiritual well-being of the Hapū is closely linked to the well-being of Lake Tūtira.

Cultural importance

Orakai and Waikōpiro are regarded as the “eyes of Tūtira”.

The Tūtira area, lakes, waterways and adjoining lands formed the central hub of a series of well-known and used tracks linking the Hapū with Tangitū (the sea in the east) and Maungaharuru (the Maungaharuru Range in the western interior). The Hapū were mobile, and their seasonal gathering gave rise to the Hapū whakatauhākī:

“Ko tō rātau pā kai ngā rekereke” – “their fortified villages were in their heels”.

Various natural resources at Tūtira were celebrated by the Hapū. There was an abundance of bird life. Harakeke (flax) from Tūtira was renowned for its strength and was traded with whalers. It was very good for weaving whāriki (mats) and korowai (cloaks). The lake bed was paved with kākahi (freshwater mussels) and the flavour of the tuna (eels) was unsurpassed.

Tūtira was famous for its tuna. The lakes, the adjoining wetlands and the surrounding awa (rivers) were heaving with tuna. Tuna were speared in the lakes, or caught in where tuna (eel houses) or pā tuna (tuna weirs) built along the edges of the awa. More recent traditions recount how the whānau (families) of Tangoio would travel to Tūtira in February – March after the second big rain to trap and spear tuna. This is the time of ‘te rere o ngā tuna’ - ‘the migration of the eels’. Whānau would prepare the pā tuna along the outlet to Lake Tūtira waiting for the tuna to begin their journey

3: STATEMENTS OF ASSOCIATION

to spawn out at sea. Once caught, the tuna would be prepared and the tuna pāwhara (dried eels) would be shared amongst the wider Tangoio community. Today, the tuna at Tūtira are a small fraction of the numbers that used to populate the lakes, wetlands and awa. They are also known to be an aging population as there are few, if any, juveniles present in the lakes or awa.

Some rongoā (medicinal plants), were only found in or around Lake Tūtira. For example, particular harakeke (flax) was used in pre and post birthing of children, and cleansing the blood. It was, and remains, critical that rongoā is harvested from 'clean' areas or water. The site for harvesting must be free of contamination. Rongoā cultural knowledge and treatment are still practised today, however the harvesting of rongoā from Tūtira is now non-existent because the rongoā that was there is nearly depleted and the lakes and their awa are polluted.

The Hapū also carried out ceremonies and rituals at designated places at Tūtira, such as tohi (baptisms). However, such ceremonies have not been performed for several generations, again, due to the state of the lakes and awa.

In the northern edge of Lake Tūtira, lies the log Te Rewa-a-Hinetu. As its name Rewa (the floater) implies, it is endowed with the power of moving from spot to spot. Its approach to Tautenga, a rock, was a particularly bad omen, and would signal a death in the Hapū.

Te Rewa-a-Hinetu is a branch of a rākau (tree) named Mukakai, which has travelled from the South Island up the coast to Otaki; another branch rests in Lake Wairarapa, another at Tikokino, and another at Te Putere. The presence of any portion of this eminent tree is said to be indicative of abundance. With its disappearance the food supply of the Hapū is said to dwindle and diminish.

Where Tūtira was a place of abundance, it is now resource poor. Ngāti Kurumōkihi, as kaitiaki (guardian) has the responsibility to take care of places, natural resources and other taonga within its takiwā (traditional area). Central to these responsibilities is the maintenance of customary practices and the sustainable use of natural resources. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation and maintenance of resources, for present and future generations and the restoration and enhancement of damaged ecosystems. Decisions about how to look after taonga species and places within the takiwā are based on mātauranga (knowledge). Mātauranga associated with the collection of resources was central to the lives of the Hapū and remains a significant part of the cultural identity of the Hapū today. Mātauranga and associated tikanga (customs), karakia (prayers) and kawa (rules) are all essential for maintaining customary traditions - the ritual and tapu (sacredness) associated with gathering and utilising resources.

Kōrero tuku iho - historical importance

The Tūtira area and the Reserve, are densely populated with sites of significance to Ngāti Kurumōkihi. Major areas of occupation within or nearby the Reserve include the pā of Te Rewa-o-Hinetu, Oporae and Tauranga-kōau which are still identifiable today.

Te Rewa-o-Hinetu pā, is located on the south eastern part of Lake Tūtira and between Lakes Tūtira and Waikōpiro. Te Rewa-o-Hinetu pā was a large and fortified spur which almost completely separated Lakes Tūtira and Waikōpiro. It had natural defences including three sides that were either impenetrable marsh, or water, and its fourth approach being guarded by a maioro (trench and bank). Nearby, remnants of reed-thatched huts, sunken waka, middens, and waka traffic on the adjacent shore remain today. Within the vicinity of Te Rewa-o-Hinetu is a significant wāhi tapu, as Tataramoa, the eponymous ancestor for Ngāi Tataara (later known as Ngāti Kurumōkihi) is believed to be buried there.

3: STATEMENTS OF ASSOCIATION

Oporae pā is a small peninsula on the eastern shores of Lake Tūtira. It too benefited from the natural defence of water on three sides and a maioro on its fourth side.

Tauranga-kōau is the island off the east shore of Lake Tūtira and was the site of another pā. Tauranga-kōau featured in a prominent attack upon Ngāi Tataara and its chief of that time, Tiwaewae. Although Tiwaewae was killed by the warparty, Ngāi Tataara boldly held the pā. The siege endured until the tohunga (high priest) of the Hapū went to Te Ahu – the altar of Tunui-a-te-ika, to invoke their tribal deity. Their deity appeared “like a comet” and travelled southwards towards the tihi tapu (the sacred peak) of Te Puku (located at the southern end of Waikōpiro), to guide the escape of Ngāi Tataara. There were not enough waka (canoes) so it was decided that the men and boys would escape on the waka, leaving the women and girls in the pā. The men and boys passed through the narrows of Ohinepaka (at that time the opening between Lakes Tūtira and Waikōpiro), and they landed on the east edge of Waikōpiro, where they sank their waka. Tauranga-kōau pā was besieged by the attackers on mōkihi (rafts), and because of this event Ngāi Tataara become known as Ngāti Kurumōkihi (those attacked by rafts). The women and girls were taken ashore as prisoners at a nearby site called Te Papa-o-Waiatara. Following this incident, Ngāti Kurumōkihi mounted numerous attacks to avenge the death of Tiwaewae.

As a prized taonga, many raids were made on Lake Tūtira. However, Ngāti Kurumōkihi have another whakatauaākī, “Tūtira upoko pipi” – “Tūtira, the place where heads became soft”, commemorating the success of Ngāti Kurumōkihi in defending Tūtira, their prized taonga. Tribal archives record that, other than the death of Tiwaewae, no other rangatira (chiefs) were ever taken and every raiding party was beaten.

Ngāti Kurumōkihi, and Ngāti Tū before them, have maintained ahi-kā-roa (long occupation) at Tūtira. The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with the Reserve, and associated resources.

3: STATEMENTS OF ASSOCIATION

Tangoio Falls Scenic Reserve and White Pine Bush Scenic Reserve (as shown on, respectively, deed plans OTS-201-23 and OTS-201-24)

The Tangoio Falls Scenic Reserve and the White Pine Bush Scenic Reserve (together, the Reserves) are of great spiritual, historical and cultural importance to the Hapū of Ngāti Marangatūhetaua (Ngāti Tū), Ngāti Kurumōkihi and Ngāi Te Ruruku. The importance of the Reserves derives from their location in the Tangoio valley, close to Tangoio, one of the principal settlements of the Hapū. The following statement of association is relevant to the Reserves.

- Te Ngarue Stream and its tributaries.

Spiritual importance

The Reserves and their environs contain many natural resources. All natural resources have a mauri (life force). This mauri binds the spiritual world with the physical world and it is this mauri that connects the Hapū with all natural resources. Mauri is therefore the basis of the spiritual relationship of the Hapū with all natural resources.

The Hapū regard all natural resources as being gifts from ngā atua kaitiaki (spiritual guardians). Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the moana (sea) and other water bodies and all that lives within them and Tāne-nui-a-rangi of the ngahere (forest) and all that lives within the ngahere. They are sons of Papa-tū-ā-nuku (Earth Mother) and Rangi-nui (Sky Father), from whom all living things descend, including the Hapū. Therefore, ngā atua kaitiaki and the descendants of the Hapū are connected by whakapapa (genealogy). These guardians were central to the lives of Hapū tīpuna (ancestors) and remain culturally significant to the Hapū whānau (families) living today.

Kōrero tuku iho – historical importance

Tangoio has always been an important area of occupation since the first tīpuna settled in the valley. The earliest pā (fortified village) dates from the time of Toi Kairakau (alias Toi Te Huatahi – Toi the Explorer). Toi was a famous navigator and seafarer who established his southernmost pā at the head of the Tangoio valley, above the confluence of Te Ngarue Stream and Te Kareara Stream, aptly called the Pā-o-Toi. This pā is located across the road from the Tangoio Falls Scenic Reserve. Ngāti Tū are direct descendants of Toi.

Located within the Tangoio Falls Scenic Reserve is a pā referred to as Rauwirikokomuka pā. Another pā within the valley is Pukenui, located high on the Kaiwaka escarpment at the head of Te Ngarue Stream. Pukenui was built by Kohipipi, a Ngāti Tū chief who occupied it for some time, before rebuilding and occupying the Pā-o-Toi.

Te Rae-o-Tangoio – the forehead of Tangoio, is located near the coast on a promontory, that jutted into what was formerly known as the Tangoio Lagoon (before the 1931 Napier earthquake). It is transected by State Highway 2. Te Rae o Tangoio is an ancient pā site originally established by Tangoio, a chief of the early Toi people. The pā was originally named Te Rae-o-Turei – the head of the turtle, but was renamed Te Rae-o-Tangoio by Tangoio as he lay mortally wounded nearby. Te Rae-o-Tangoio was later occupied by Tataramoa, the eponymous ancestor of Ngāi Tatara (later known as Ngāti Kurumōkihi), and his wife Porangi, Kohipipi's daughter. Marangatūhetaua also occupied Te Rae-o-Tangoio from time to time, and his son Ngapoerau continued in occupation, as do his descendants today.

In addition to the pā named above, there are many other sites of significance in the Tangoio valley which attest to the ahi-kā-roa (long occupation) of the Hapū, including wāhi tapu (sacred places),

3: STATEMENTS OF ASSOCIATION

numerous urupā (burial grounds), both ancient and contemporary, mahinga kai (food gathering places) and ancient trails from the coast to Tūtira.

Tangoio remained a principal settlement of the Hapū up until the 1960's when many whānau were forced to disperse due to a series of devastating floods. Even so, some whānau continue to live in the valley today.

Over many generations there have been a succession of whareniui (meeting houses) at various locations in the Tangoio valley. The earlier whareniui was also a whare mairi (a place of higher learning and excellence). It was a place where members of the Hapū were educated and had a sound understanding of their tribal history and traditions. The current whareniui, Punanga-te-Wao, stands on Tangoio Marae alongside Tangitū, the wharekai (dining room), and Maungaharuru, a utility building.

Cultural importance

The Tangoio valley, including the Reserves, was a pātaka (storehouse) for the Hapū who lived there.

The ngahere (forests) in the valley were a source of kai (food). In pre-European times there was an abundance of manu (birds). Kererū (native pigeon) in particular, was reported to have been still plentiful at White Pine Bush in the twentieth century. Kaumātua tell of catching kererū in the winter by building a waka (bird snare) and mixing some sweet water in it. Also harvested were tūī (parson bird), weka (woodhen), kākā (native parrot) and kiwi in the ngahere, and pākura (pūkeko or purple swamp hen) and native ducks, such as the pārerā (grey duck), were harvested in the wetland areas. Ngā manu were not only important as a source of food, their feathers were used for cloaks, decorating garments and personal adornment.

Plants were also gathered for kai. Up to the early twentieth century, White Pine Bush was regarded as particularly good for pikopiko (young fern shoots), poroporo and wild gooseberries, as well as miro (brown pine), kiekie and tuwharo berries. The Hapū also gathered kōrau (a type of vegetable), makomako (wineberry) and tawa berries, and karaka nuts.

In addition to being a source of kai, the ngahere was regarded as the "local pharmacy". Hapū members knowledgeable in rongoā (medicinal plants) would gather kawakawa leaves (pepper tree), kōwhai bark, harakeke (flax), runa (dock leaves), kopakopa leaves (Chatham Island forget-me-not), koromiko, mānuka (tea-tree), tutu tree, bluegum tree, ongaonga (native stinging nettle), parapara, piripiri (burr / biddy-bid), frond stems of mamaku (black tree fern), karaka berries and ngaio. These taonga (treasures) were used for a variety of ailments, were highly valued by tīpuna and remain culturally significant to the Hapū today. However, the availability of rongoā species has diminished considerably over the past century such that Tātārāmoa (bramble / bush lawyer) no longer grows in the valley and the once prolific kawakawa is difficult to find.

Mātauranga (knowledge) associated with the collection of resources from ngā awa (rivers) and ngahere was central to the lives of the Hapū tīpuna and remains a significant part of the cultural identity of the Hapū today. Mātauranga and associated tikanga (customs) and kawa (rules) and karakia (prayers) are all essential for maintaining customary traditions - the ritual and tapu (sacredness) associated with gathering and utilising resources. An example is harvesting of different species according to the seasons or tohu (signs) - according to Hapū kaumātua, the appearance of ripe miro berries was a sign it was time to catch kererū. Another example is the harvesting of rongoā. Extra care was taken with removing leaves and branches to ensure that they would grow back and would remain in plentiful supply.

3: STATEMENTS OF ASSOCIATION

Today the Tangoio Falls Scenic Reserve comprises regenerating native forest including tītoki, rewarewa (New Zealand honeysuckle), māhoe (whiteywood), putaputawētā (marbleleaf), houhere (lacebark), nīkau (native plam) and kiekie. There are also areas of mānuka (tea tree) and scattered kahikatea (white pine). Manu include the kererū, tūtī (parson bird) and korimako (bellbird).

The White Pine Bush Scenic Reserve comprises mature native forest including kahikatea, mataī (black pine), tītoki, rewarewa (New Zealand honeysuckle), tawa and nīkau, along with kawakawa (pepper tree), porokaiwhiri (pigeonwood) and māhoe (whiteywood). Manu include the kererū, tūtī, korimako and ruru (morepork).

In earlier times, the awa and ngahere were abundant with taonga resources for the Hapū. All of these taonga were harvested for a range of uses, including kai, rongoā, clothing (including feathers for decorating garments and personal adornments), building materials, trade and gifting. Today, the Reserves are the last bastion of ngahere within the Tangoio valley. And the taonga resources within the ngahere and the awa, are far more scarce than in earlier times (and in the case of Tātarāmoa, non-existent).

The continued recognition of the Hapū, their identity, traditions and status as kaitiaki (guardians) is entwined with the Tangoio Valley, including the Reserves and associated resources. Protecting and revitalising taonga species, and the customary practices relating to those taonga species, particularly rongoā, within the Reserves is paramount for present day whānau, as it was for past generations. Guardianship of the area is integral to the cultural well being of the Hapū as kaitiaki.

3: STATEMENTS OF ASSOCIATION

Rivers and their tributaries

The following values, resources, cultural and spiritual associations are common to all awa (rivers and streams) with which the Hapū have a customary connection.

Spiritual importance

Ngā awa carry the lifeblood of Papa-tū-ā-nuku (Earth Mother) and the tears of Rangi-nui (Sky Father). The wai (water) flowing through these awa symbolises the spiritual link between the past and present. Each awa has a mauri (life force) and wairua (spirit) of its own. This mauri binds the spiritual world with the physical world. All elements of the natural world have mauri and it is this mauri that connects the Hapū with ngā awa. Mauri is therefore the basis of the spiritual relationship of the Hapū with ngā awa.

For the Hapū, ngā awa are a source of wai (water) which is an essential element of life. Wai is considered to transcend life itself, as it sustains the physical and spiritual survival of all things. Therefore the health of an awa reflects the health of the Hapū of the takiwā (traditional area).

Ngā awa support many life forms. They are an integral part of ngā awa and cannot be separated from them.

Ngā awa are taonga (treasures) to the Hapū. Traditionally, ngā awa provided a wealth of resources to sustain the Hapū. The Hapū regard all natural resources as being gifts from ngā atua kaitiaki (spiritual guardians). Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the moana (sea) and other water bodies and all that lives within them and Tāne-nui-a-rangi is the spiritual guardian of the ngahere (forest) and all life forms within the ngahere. These guardians were central to the lives of Hapū tīpuna (ancestors) and remain culturally significant to the Hapū whānau (families) living in the present day.

The domain of Tangaroa stretches from the source of ngā awa at the tihi tapu (sacred peaks) of Maungaharuru (Maungaharuru Range), to the moana. Each awa is an indivisible and whole entity, from its source to, and including, the moana, or other water body that it flows into. Therefore, the relationship the Hapū have with these taonga relates to the entire catchment. In addition, the Hapū view te Taiao (the environment) and all things within it, including ngā awa, as intrinsically linked. Accordingly, ngā awa, adjoining waterbodies and lands, and the flora and fauna that inhabit such areas, are all intrinsically linked and therefore important when considering the association of the Hapū with ngā awa.

Ngā ara (pathways)

Ngā awa provided the Hapū with highways to and from the hinterlands to gather resources. These resources formed the basis for both economic and social relationships. Waka (canoes) were used to negotiate the waterways.

Tuna (eels)

Tuna are taonga species that have been central to the lives of the Hapū for many, many generations. The places where tīpuna (ancestors) harvested tuna were important tribal areas. Gathering and processing tuna was a customary practice that strengthened cultural wellbeing and whānau (kinship). Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons.

3: STATEMENTS OF ASSOCIATION*Rongoā (medicinal plants)*

Rongoā were also harvested from and around ngā awa. Rongoā cultural knowledge and treatment are still practised today, however the harvesting of rongoā from many awa is difficult because the rongoā has become scarce or the awa polluted. It was, and remains, critical that rongoā is harvested from 'clean' areas or water, free of contamination.

Pā harakeke (flax bushes)

Pā harakeke supplied tīpuna with raw products for rongoā, weaving materials and trading. Among other things, harakeke was used extensively by the Hapū to make kete (baskets) for carrying food such as ika (fish) harvested from ngā awa. Harakeke are located on the banks of ngā awa and in the wetland and estuarine areas fed by ngā awa. They also provided an important habitat and breeding ground for the nesting birds and fish species that lived on and in ngā awa.

Ika (fish)

The Hapū harvested a large number of tuna and other freshwater fish species including kōkopu (cockabully), īnanga and ngaore (forms of whitebait), pātiki (flounder) and kohitihiti (shrimps). Although the numbers of freshwater fish have dwindled, they are still an important resource for whānau today.

Ngahere (forest)

Traditionally, kāinga (villages) in the river valleys were surrounded by an abundant source of timber. The river flats were heavily forested with tōtara, along with lush, dense stands of other native timbers. Tōtara was particularly important to the Hapū, as they used it to build their waka which were used to navigate ngā awa and the moana. The fruits of the trees were a source of food. A vast range of edible products were harvested from the ngahere including frond stems of mamaku (black tree fern), karaka berries, ngaio, and kawakawa (pepper tree).

Manu (birds)

In pre-European times, ngā manu associated with ngā awa were plentiful. Pākura (pūkeko or purple swamp hen) and native ducks including the whio (blue duck) and pārerā (grey duck) were harvested in ngā awa and the wetland areas. Kererū (native pigeon), tūī (parson bird), weka (woodhen), kākā (native parrot) and kiwi were found in the ngahere that hugged ngā awa. Ngā manu were not only important as a source of food, the feathers were used for cloaks, decorating garments and personal adornment.

Mātauranga (knowledge)

Mātauranga associated with the collection of resources from ngā awa was central to the lives of the Hapū tīpuna and remains a significant part of the cultural identity of the Hapū today. Mātauranga and associated tikanga (customs), karakia (prayers) and kawa (rules) are all essential for maintaining customary traditions - the ritual and tapu (sacredness) associated with gathering and utilising resources. Examples include the harvesting of different species according to the seasons or tohu (signs). Mātauranga Māori is intertwined with ngā awa and the many resources associated with them.

Kaitiakitanga (guardianship)

The relationship the Hapū have maintained with ngā awa is reflected in their history of resource protection and use. The Hapū as kaitiaki (guardians) have the responsibility to take care of ngā

3: STATEMENTS OF ASSOCIATION

awa within their takiwā. Central to these responsibilities is the maintenance of customary practices and the sustainable use of natural resources. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation and maintenance of resources, for present and future generations and the restoration and enhancement of damaged ecosystems. Decisions about how to look after taonga species and places within the takiwā are based on mātauranga Māori and implemented through tikanga practised by the Hapū as tāngata whenua for many generations.

The cultural identity of the Hapū is therefore intertwined with ngā awa and the maintenance of associated customs and traditions is paramount to Hapū wellbeing.

3: STATEMENTS OF ASSOCIATION**Esk River and its tributaries** (as shown on deed plan OTS-201-34)

The Esk River is the official name of the awa (river). The name known to the Hapū is Te Wai-o-Hingānga. It is an extensive awa with its origins in the vicinity of Taraponui (this is the official name, it is known to the Hapū as Tarapōnui-a-Kawhea) high on Maungaharuru (the Maungaharuru Range). It flows south-east and exits at the entrance to the Esk valley at Tangitū (the sea). The importance of Te Wai-o-Hingānga to the Hapū lies in its status as one of the southern boundary markers of the takiwā (traditional area) of the Hapū and as a significant mahinga kai (food gathering place).

The following statements of association relate to the awa.

- Peaks of Maungaharuru Range; and
- Rocks and Reefs and Hapū Coastal Marine Area.

Hapū kaumātua (elders) and kaikōrero (speakers) acknowledge the importance of Te Wai-o-Hingānga. The important status of the awa is recognised by the Hapū in their whaikōrero (formal speeches) on their marae and in waiata (songs).

Kōrero tuku iho - historical importance

Prior to the 1931 Napier earthquake, Te Wai-o-Hingānga flowed towards Te Whanganui-ā-Orotu, the large Napier inner harbour. It had two exits. In those days, there was a large lagoon near the present river mouth. Part of the awa flowed into the sea from the lagoon. Another branch, called the Petane Stream, flowed southwards across the present day Petane Domain and into Te Whanganui-ā-Orotu near Te-Iho-o-te-Rei (also known as Quarantine Island). Following the earthquake and the uplifting of land, the Petane Stream was reduced to a trickle, and no longer exists today.

Alongside, and nearby Te Wai-o-Hingānga are kāinga (villages), pā (fortified villages) and wāhi tapu (sacred sites) attesting to the occupation of the Hapū, particularly Ngāi Te Ruruku. Te Wai-o-Hingānga provided a wealth of kai (food) to sustain the Hapū living at the pā at Nukurangi, Kapemaihi and Heipipi.

Nukurangi pā was located at the current mouth of Te Wai-o-Hingānga on the north side of the lagoon. Nearby is an urupā (burial ground) named Ararata – Mt Ararat, which is associated with Ngāi Te Ruruku.

Kapemaihi is another kāinga located south of the current river mouth, and was occupied by Ngāi Te Ruruku. It is known to have still been occupied in the 1840's when William Colenso visited and found that one of Te Ruruku's sons, Te Kariwhenua, was living there. In 1849 the pā shifted to Petane on the north side of the awa.

Further inland from Kapemaihi is the famous Heipipi pā. It is an ancient pā located on the Petane hills and was originally built by Te Koaupari, a Ngāti Marangatūhetua (Ngāti Tū) ancestor. It was later inhabited by Tunuiarangi, the rangatira (chief) of Ngāti Whatumamoa, tohunga (high priest) and Ngāti Tauira and Ngāti Tū ancestor. Tunui was descended from Tangaroa-i-te-Rupetu, the spiritual guardian of the sea and other water bodies and all that lives within them. As a result, Tunui possessed supernatural powers.

3: STATEMENTS OF ASSOCIATION

Cultural importance

Prior to the earthquake, the Petane Stream was an excellent mahinga kai. It was a source of kākahi (fresh water mussels) and tuna (eels), with the tidal flats being an excellent place to spear tuna. Īnanga (whitebait) was particularly abundant. Kōura (fresh water crayfish) and kohitihiti (shrimps) were also collected. Kahawai and herrings made their way up the awa and were fished.

Hapū kaumātua have commented that Te Wai-o-Hingānga, in particular its river mouth, was the source of similar kai as the Petane Stream as well as pātiki (flounder) which were prolific. They also noted the tohu (signs) that were used to harvest kai. For example, the time to net Īnanga or ngaore (forms of whitebait) or kohitihiti, is when you see the whiro (willow) tree leaves appearing. Traditionally, Te Wai-o-Hingānga was an abundant food basket, with diverse ecosystems and species associated with those habitats.

3: STATEMENTS OF ASSOCIATION

Pākuratahi Stream and its tributaries (as shown on deed plan OTS-201-45)

The Pākuratahi (formerly Pakuratahi) Stream flows from the hills in the north east along the Pākuratahi valley and exits at the coast at Tangoio Beach. It shares the same mouth as Te Ngarue (formerly Te Ngaru) Stream. Accordingly, the following statements of association are relevant to the awa (stream).

- Te Ngarue Stream and its tributaries; and
- Rocks and Reefs and Hapū Coastal Marine Area.

The importance of the Pākuratahi Stream to Ngāti Marangatūhetaua (Ngāti Tū) and Ngāi Te Ruruku lies in its proximity to important kāinga (villages), pā (fortified villages), wāhi tapu (sacred places), Tangitū (the sea) including its rocks and reefs, and as a mahinga kai (food gathering place).

Kōrero tuku iho - historical significance

According to Hapū tīpuna (elders), the name Pākuratahi derives from “pākura” which is another name for the pūkeko (purple swamp hen).

Pākuratahi Stream provided a wealth of kai (food) to sustain the Hapū living at the pā of Te Rae-o-Tangoio (in the Tangoio valley) and Ngāmoerangi, and the kāinga, Te Rua-a-Tunuku.

On the south side of the mouth of the awa at Tangoio Beach is Ngāmoerangi pā, a coastal pā which has largely been swept away by the sea. In the same location and still visible today is Panepaoa, a small hill. Ngāmoerangi and Panepaoa feature in the story of Māui-tikitiki-a-Taranga fishing up Te Ika a Māui (the North Island of New Zealand). That story is described in the statement of association about the “Peaks of the Maungaharuru Range”.

Ngāmoerangi is known as a coastal pā, reef and beach. The pā was occupied by Ngāti Tū and is highlighted in the kōrero about the arrival of Te Ruruku to this area. At that time, another hapū had been raiding the fishing grounds of Ngāti Tū and Ngāi Tatara (which later became known as Ngāi Kurumōkihi) at Tangoio and Tūtira. These issues led Marangatūhetaua, a chief of Ngāti Tū, to seek support from Te Ruruku, a chief from Wairoa. Marangatūhetaua needed to offer incentives to Te Ruruku to persuade him to settle among them. It was eventually agreed that Te Ruruku would occupy Ngāmoerangi pā which was the gateway to the fishing grounds at Tangitū (the coast). Marangatūhetaua put his warriors at Te Ruruku's disposal. He also left his children Te Kauae and Hopu at the pā with Te Ruruku as a sign of good faith. Marangatūhetaua and his son Ngapoerau went to live at Te Rae-o-Tangoio, and their descendants have lived there ever since. It was from Ngāmoerangi, that Ngāi Te Ruruku, Ngāti Tū and Ngāi Tatara would prevent waka taua (enemy war canoes) that came across the bay from landing. This pā also afforded protection to their southern and western flanks from invasion overland.

Another notable pā and kāinga near the awa is Te Rua-a-Tunuku. This is located above the entrance, and on the north side, of the Pākuratahi valley (and present day turnoff from State Highway 2). Te Ruruku and his people built and occupied this pā to keep guard over the surrounding area. An urupā (burial ground) associated with Ngāi Te Ruruku was also located nearby.

Cultural importance

Prior to the 1931 Napier earthquake, the Pākuratahi Stream and valley formed part of the Tangoio Lagoon. It was a very big lagoon and started in the Pākuratahi valley stretching all the way north

3: STATEMENTS OF ASSOCIATION

to Te Rae-o-Tangoio in the Tangoio valley. It was full of tuna (eels), and the Hapū would often catch them by digging channels about 2 feet wide and 1 foot deep so the bigger tuna would be able to swim down them. When there were enough tuna in the channel, it was shut off. They would then wait for the water to seep away leaving the tuna high and dry. Nets were also set to catch ika (fish) in the lagoon.

Following the 1931 Napier earthquake, the lagoon was reclaimed and later became market gardens. The surrounding coastal flat land which had been swamp, became pastoral land. However the awa and particularly its mouth, were still popular for spearing pātiki (flounder) and catching herrings well into the 1950s and later.

The awa is also significant in that it flows onto important fishing reefs for the Hapū including, Ngāmoerangi, Rautoetoe and Te Una opposite Tangoio Beach, as well as Panepaoa, a reef of the same name as the hill mentioned earlier, which is said to have become more prominent following the 1931 Napier earthquake.

3: STATEMENTS OF ASSOCIATION

Te Ngarue Stream and its tributaries (as shown on deed plan OTS-201-36)

Te Ngarue (formerly known as Te Ngaru) Stream and its tributaries including the Rauwirikokomuka and Kareara Streams flow from the steep hills north of Tangoio through the Tangoio valley and exit on the coast at Tangoio Beach. Accordingly, the following statements of association are also relevant to these awa (streams).

- Tangoio Falls Scenic Reserve and White Pine Bush Scenic Reserve;
- Pākuratahi Stream and its tributaries; and
- Rocks and Reefs and Hapū Coastal Marine Area.

Te Ngarue Stream is of great importance to the Hapū because it flows alongside Tangoio, the principal settlement of the Hapū, and their present day marae.

Te Ngarue Stream was significant to the Hapū as a key mahinga kai (place for gathering food). Historically, the awa provided a wealth of kai (food) to sustain the Hapū and was particularly abundant with tuna (eels) and īnanga (whitebait).

Prior to the 1931 Napier earthquake, Te Ngarue Stream and Tangoio valley formed part of the Tangoio Lagoon. It was a very big lagoon and started in the Pākuratahi valley stretching all the way north to Te Rae-o-Tangoio in the Tangoio valley. Following the 1931 Napier earthquake, the lagoon was reclaimed and later became market gardens. The surrounding coastal flat land which had been swamp, became pastoral land.

Oral tradition describes an historical event which illustrates the richness of Te Ngarue as a resource for tuna. Marangatūhetaua, a chief of Ngāti Marangatūhetaua (Ngāi Tū), sought the help of Te Ruruku, a chief from Wairoa, to help defend the fishing grounds at Tūtira and Tangoio, which were being plundered by another hapū. Marangatūhetaua boasted how bountiful the kai was at Tangoio. When Te Ruruku and Marangatūhetaua arrived at Te Rae-o-Tangoio, Marangatūhetaua saw that the mouth of Te Ngarue Stream was blocked. He ordered his sons to open up the channel from the mouth of Te Ngarue Stream to the sea. As the current began to flow swiftly to the sea, the tuna began their run, but up blind channels that had already been prepared. Te Ruruku watched as the people squatted over the channels and with legs astride began pulling out the tuna beneath them, swiftly killing them. The tuna were entering the channels faster than they could be emptied. As Te Ruruku watched this ritual, he saw why Marangatūhetaua had boasted of the bounty of the area. Following this event, Te Ruruku agreed to act as a fighting chief for Ngāti Tū and Ngāti Kurumōkihi and to help them repel the invaders. In exchange, Te Ruruku was gifted land and settled amongst them.

Hapū kaumātua (elders) recall digging channels for tuna in the Tangoio Lagoon in the early twentieth century in much the same way as Marangatūhetaua and his people had done several hundred years before.

In addition to tuna, the Hapū harvested a large number of freshwater fish species including kōkopu (cockabully), īnanga and ngaore (forms of whitebait), pātiki (flounder) and kōura (freshwater crayfish). Although, freshwater fish and tuna have been severely depleted, they are still an important resource for whānau (families) today.

In Te Ngarue Stream lives a kaitiaki (guardian) of the same name, which takes the form of a tuna. It is highly regarded by the Hapū and is carved on the front of Punanga-Te-Wao, the whare tīpuna (meeting house) at Tangoio Marae.

3: STATEMENTS OF ASSOCIATION

One of the tributaries of Te Ngarue Stream is Te Rangiataahua Stream. It was used by the women of the Hapū as a place to give birth. This was due to the fact that the waters were always warm. This tributary was named after the mother of Kupa, one of the last known chiefs of Ngāti Kurumōkihi. His pou (post) which was partially burnt is now housed at the Napier museum. Unfortunately, due to pollution of the awa, it is no longer used for birthing.

3: STATEMENTS OF ASSOCIATION

Waikoau and Arapaoanui Rivers and their tributaries (as shown on, respectively, deed plans OTS-201-38 and OTS-201-33)

The Waikoau River originates at the tihi tapu (sacred peaks) of the central area of Maungaharuru and flows eastwards through the Waikoau Conservation Area. The awa (river) then flows through the Tūtira area and is joined by the Mahiaruhe Stream from Lake Tūtira. It continues east entering into the Arapawanui valley where it is known as the Arapawanui River (by the Hapū; its official name is Arapaoanui River). It flows alongside the Mangapukahu Scenic Reserve and then exits into Tangitū (the sea). Accordingly, the following statements of association are relevant to the awa.

- Peaks of Maungaharuru Range;
- Waikoau Conservation Area;
- Balance of the Tutira Domain Recreation Reserve;
- Mangapukahu Scenic Reserve; and
- Rocks and Reefs and Hapū Coastal Marine Area.

The Waikoau/Arapawanui River is one of the most significant awa in the taikiwā (traditional area of the Hapū). It links two of the most culturally and historically important areas of the Hapū, Tūtira and Arapawanui.

The awa also features in many kōrero (stories) of the Hapū, including a kōrero relating to the defeat of a chief from another district. That chief came to Arapawanui from another district after escaping an attack from Taraia I of Ngāti Kahungunu. Taraia I's party attacked and defeated a group who were thought to be involved in the desecration of the body of his brother, Tupurupuru. Only the chief escaped.

Taraia I's party divided into two groups. The first party was led by Taraia I himself and included his wife Hinepare and her brothers. They travelled south by waka (canoe). In the other party, which travelled overland, were Rakaihikuroa (Taraia I's father) and Tikorua (his first cousin) and his two sons Rangitirohia I and Tangiahi. Their mother, Pania, was the daughter of Tūkapua I of Ngāti Marangatūhetaua.

The chief and his people were at the pā, Te Puku-o-te-Wheke. Taraia I's party paddled to the mouth of the Arapawanui River. When they landed the two groups charged at each other. At one point, Taraia I's party began to flee towards the sea. However Hinepare, who had been standing on a big rock out to sea overlooking the fight, jeered at her brothers for running away. She broke a calabash onto the rock, the sound of which was mistaken by her brothers for a skull crushed by a weapon. When her brothers and Taraia I heard her they rallied their people and returned to the fight. This time, the chief and his people fled in confusion up the awa. Further up the awa, they were set upon by Tangiahi's party which had come down the coast overland. The name of this battle was Wai-kōau, the waters of the shag.

A rock named Hinepare, is located at the mouth of the Arapawanui River.

3: STATEMENTS OF ASSOCIATION

Sandy Creek and its tributaries (as shown on deed plan OTS-201-43)

The inlet to Lake Tūtira is Sandy Creek (this is the official name; the name known to the Hapū is Papakiri Stream). This awa (stream) is integral to the distinct identity and mana of Ngāti Marangatūhetaua and Ngāti Kurumōkihi (formerly known as Ngāi Tatarā). Its importance is due to its connection with Lake Tūtira and its reputation as an outstanding mahinga kai (place for gathering food). Accordingly, the following statements of association are relevant to this awa.

- Balance of the Tutira Domain Recreation Reserve; and
- Mahiaruhe Stream and its tributaries.

It is said that in ancient times there was a very large wetland area comprising several hundred acres at the northern end of Lake Tūtira. Also, that the Papakiri Stream never flowed directly into the lake. Instead, its waters worked their way through the wetland, and then into the Mahiaruhe Stream, the outlet flowing from the lake. At the turn of the twentieth century, the wetland remained, although much smaller in size, and comprised acres of harakeke (flax) and raupō (bulrush).

At Tūtira, the Hapū distinguished at least three types of tuna. Tātārākau – the common kind found in the lake, riko – also from the lake, rarely caught, larger and bronze in colour, and pakarara – the tuna from Tūtira Stream. When the Hapū produced tuna pāwhara (dried eels), the pakarara would keep for four or five days, and the tātārākau and riko several weeks.

3: STATEMENTS OF ASSOCIATION

Mahiaruhe Stream and its tributaries (as shown on deed plan OTS-201-35)

The Mahiaruhe Stream is the outlet from Lake Tūtira. This awa (stream) is integral to the distinct identity and mana of Ngāti Marangatūhetaua and Ngāti Kurumōkihi (formerly known as Ngāi Tatarā). Its importance is due to its connection with Lake Tūtira and its reputation as an outstanding mahinga kai (place for gathering food). Accordingly, the following statements of association are relevant to this awa.

- Balance of the Tūtira Domain Recreation Reserve; and
- Sandy Creek and its tributaries.

At the north-western extremity of Lake Tūtira, flowed the outlet, Mahiaruhe Stream. It was described as deep and slow-flowing. The first part of the awa was known by the Hapū as Tūtira Stream. It flowed for approximately a kilometre and reached an ancient ford known as Maheawha (which is more or less where the Napier-Wairoa Road crosses the awa today). From that point the outlet is known as the Maheawha Stream, and flows for a few kilometres to join up with the Waikoau River.

The Tūtira and Maheawha Streams were regarded as exceptional mahinga kai for tuna (eels). Along the Tūtira Stream alone were 16 named pā tuna (eel weirs). It is believed that there were immense numbers of tuna that never visited the lake, instead communing with the stream by means of holes in the banks of the awa. Tīpuna (ancestors) confirmed this belief by the fact that although the pā tuna traversed the entire width of the Tūtira Stream, catches were as heavy in the downstream pā tuna as the upstream pā tuna.

At Maheawha (the ford), and elsewhere, there were also whare tuna (eel houses). Their sizes varied according to the locality and depth of the awa, but were described as approximately 5 metres long, ½ metre high and just over a metre wide and made of manuka and harakeke. They had several observation holes on the top, large enough to admit a hand and were weighted down with stones. The upstream end of the whare tuna was open to allow the awa to flow inside and it was loosely filled with waterweed. The whare tuna were a permanent trap that required no watching, baiting or lifting.

At Tūtira, the Hapū distinguished at least three types of tuna. Tātārākau – the common kind found in the lake, riko – also from the lake, rarely caught, larger and bronze in colour, and pakarara – the tuna from Tūtira Stream. When the Hapū produced tuna pāwhara (dried eels), the pakarara would keep for four or five days, and the tātārākau and riko several weeks.

3: STATEMENTS OF ASSOCIATION

Moeangiangi River and its tributaries (as shown on deed plan OTS-201-39)

The Moeangiangi River flows south east from the Tūtira area into the Moeangiangi valley and exits on the coast at Tangitū (the sea). Accordingly, the following statements of association also relate to this awa (river).

- Balance of the Tutira Domain Recreation Reserve;
- Moeangiangi Marginal Strip; and
- Rocks and Reefs and Hapū Coastal Marine Area.

The Moeangiangi River is of great importance to the Hapū because of its proximity to Moeangiangi, one of the principal settlements of the Hapū. Ngāti Kurumōkihi and Ngāi Te Aonui lived at Moeangiangi. Ngāi Te Aonui intermarried with Ngāti Marangatūhetaua (Ngāti Tū), and later became known as Ngāti Tū.

Along the Moeangiangi River and its tributaries are places the Hapū occupied or are significant to the Hapū - kāinga (villages) and pā (fortified villages), tirohanga (lookouts), urupā (burial grounds) and other wāhi tapu (sacred sites). On the northern side of the awa (river) were two pā, one adjacent to a tributary. A further pā with an excellent lookout was located next to a southern tributary. Another pā was located between a tributary and the coast. A significant pā was located at Moeangiangi to the south of the river mouth and was occupied at one time by Tataramoa (the eponymous ancestor of Ngāi Tatara which later became known as Ngāti Kurumōkihi) and his people. Tataramoa remained associated with Moeangiangi and inland areas around Tūtira. Those living at Lake Tūtira also had strong associations with Moeangiangi.

The awa was a significant mahinga kai (food gathering area) for the Hapū living in the nearby pā and kāinga and the alluvial soils near the river mouth were easy to cultivate. The awa flowed onto nearby reefs which provided an abundance of kaimoana (seafood) for the Hapū.

In the mid-19th century, Moeangiangi remained one of the principal kāinga and at that time there was a whaling station that was later covered by a landslide.

3: STATEMENTS OF ASSOCIATION

Waikari River and its tributaries (as shown on deed plan OTS-201-37)

The Waikari River flows south-east from its origin at Maungaharuru out to Tangitū (the sea). Accordingly, the following statements of association relate to this awa (river).

- Peaks of Maungaharuru Range; and
- Rocks and Reefs and Hapū Coastal Marine Area.

This awa lies within the takiwā (traditional area) of the Hapū, Ngāi Tahu, which held ahi-kā-roa along this awa and its tributaries. The eponymous ancestor for Ngāi Tahu is Tahumatua II. Tahu's descendant, Te Keu-o-te-Rangi fathered four children: Toenga, Tukapuarangi, Te Whiunga and Hinekaraka.

The four children were placed by their father on different parts of the Waikari River and its tributaries, both north and south. It is said that Toenga and Tukapuarangi occupied the southern side of the Waikari River, with Toenga occupying the Heru-a-Tureia block stretching south from the Waikari River up onto Maungaharuru. Hinekaraka and Te Whiunga are said to have occupied the northern side of the Waikari River, with Te Whiunga occupying the Anauroa valley. Regardless, their territories were not exclusive and each had access to the other's mahinga kai (food gathering areas).

The descendants of these four children were known as Ngāi Tahu and those who maintained their occupation were the tāngata whenua. Various branches of Ngāi Tahu were later known by other names and represented smaller family groups such as Ngāti Hikapii, Ngāti Hineiro, Ngāti Moe, Ngāti Peke, Ngāti Rangitakuao, Ngāti Tataku and Ngāi Te Maaha.

Tīpuna (ancestors) have identified the kāinga (villages) and pā (fortified villages) of Ngāi Tahu in the lower Waikari River area, and as far north as the Waitaha Stream, including Kumarawainui, Tutaekaraka, Hurihanga, Takapuwahia, Tokatea, Pukepipiri, Puketaita, Tauwhare and Kaiwaka. They have also identified kāinga and pā in the upper Waikari River and its tributaries including Te Nakunaku, Waipopopo, Tawhitikoko, Patokai and Tiekenui.

The mouth of the Waikari River is known as Te Puta-o-Hinetonga, after Hinetonga, the mother of Te Keu-o-te-Rangi. The river mouth, the Waikari River and its tributaries have long been recognised as important mahinga kai. They provide the habitat for many taonga (treasured) fish species including īnanga (whitebait), mullet, tuna (eels), pātiki (flounder), kahawai and herring. The Waikari River also flows onto Omoko, a fishing reef located at the mouth of the river, which was a site renowned for kaimoana (seafood), in particular hāpuku (grouper). The following Hapū whakatauhākī (tribal proverb) refers to the sound of the sea lapping up against the river mouth during the day and night, bringing a bounty of kaimoana with each incoming and outgoing tide. This whakatauhākī is still recited today in whaikōrero (formal speeches) on Tangoio Marae.

“Pātōtō ki te ata, pātōtō ki te pō” – “the sound of the tide in the morning and at night”

The Hapū have cultural, spiritual, traditional and historic associations with ngā awa, their waters, associated land and flora and fauna and have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources. This relationship is as important to present day whānau (families) as it was to their tīpuna.

3: STATEMENTS OF ASSOCIATION**Anaura Stream and its tributaries** (as shown on deed plan OTS-201-32)

The Anaura Stream flows south-east from its origin at Maungaharuru, into the Waikari River and out to Tangitū (the sea). Accordingly, the following statements of association relate to this awa (stream).

- Peaks of Maungaharuru Range;
- Waikari River and its tributaries; and
- Rocks and Reefs and Hapū Coastal Marine Area.

This awa lies within the takiwā (traditional area) of the Hapū, Ngāi Tahu, which held ahi-kā-roa along this awa and its tributaries. The eponymous ancestor for Ngāi Tahu is Tahumatua II. Tahu's descendant, Te Keu-o-te-Rangi fathered four children: Toenga, Tukapuarangi, Te Whiunga and Hinekaraka.

The four children were placed by their father on different parts of the Anaura Stream, the Waikari River and their tributaries, both north and south. It is said that Toenga and Tukapuarangi occupied the southern side of the Waikari River, with Toenga occupying the Heru-a-Tureia block stretching south from the Waikari River up onto Maungaharuru. Hinekaraka and Te Whiunga are said to have occupied the northern side of the Waikari River, with Te Whiunga occupying the Anaura valley. Regardless, their territories were not exclusive and each had access to the other's mahinga kai (food gathering areas).

The descendants of these four children were known as Ngāi Tahu and those who maintained their occupation were the tāngata whenua. Various branches of Ngāi Tahu were later known by other names and represented smaller family groups such as Ngāti Hikapii, Ngāti Hineiro, Ngāti Moe, Ngāti Peke, Ngāti Rangitakuao, Ngāti Tataka and Ngāi Te Maaha.

Tīpuna (ancestors) have identified the kāinga (villages) and pā (fortified villages) of Ngāi Tahu in the lower Waikari River area, and as far north as the Waitaha Stream, including Kumarawainui, Tutaekaraka, Hurihanga, Takapuwahia, Tokatea, Pukepiripiri, Puketaita, Tauwhare and Kaiwaka. They have also identified kāinga and pā in the upper Waikari River and its tributaries including Te Nakunaku, Waipopopo, Tawhitikoko, Patokai and Tiekenui.

The mouth of the Waikari River is known as Te Puta-o-Hinetonga, after Hinetonga, the mother of Te Keu-o-te-Rangi. The river mouth, the Waikari River and its tributaries have long been recognised as important mahinga kai. They provide the habitat for many taonga (treasured) fish species including īnanga (whitebait), mullet, tuna (eels), pātiki (flounder), kahawai and herring. The Waikari River also flows onto Omoko, a fishing reef located at the mouth of the river, which was a site renown for kaimoana (seafood), in particular hāpuku (grouper). The following Hapū whakataukāki (tribal proverb) refers to the sound of the sea lapping up against the river mouth during the day and night, bringing a bounty of kaimoana with each incoming and outgoing tide. This whakataukāki is still recited today in whaikōrero (formal speeches) on Tangoio Marae.

“Pātōtō ki te ata, pātōtō ki te pō” – “the sound of the tide in the morning and at night”

The Hapū have cultural, spiritual, traditional and historic associations with ngā awa, their waters, associated land and flora and fauna and have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources. This relationship is as important to present day whānau (families) as it was to their tīpuna.

3: STATEMENTS OF ASSOCIATION

Waitaha Stream and its tributaries (as shown on deed plan OTS-201-44)

The Waitaha Stream flows south-east from its origin at Maungaharuru out to Tangitū (the sea). Accordingly, the following statements of association relate to this awa (stream).

- Peaks of Maungaharuru Range; and
- Rocks and Reefs and Hapū Coastal Marine Area.

This awa lies within the takiwā (traditional area) of the Hapū, Ngāi Tahu, which held ahi-kā-roa along this awa and its tributaries. The eponymous ancestor for Ngāi Tahu is Tahumatua II. Tahu's descendant, Te Keu-o-te-Rangi fathered four children: Toenga, Tukapuarangi, Te Whiunga and Hinekaraka.

The four children were placed by their father on different parts of the Waikari River and its tributaries, both north and south. It is said that Toenga and Tukapuarangi occupied the southern side of the Waikari River, with Toenga occupying the Heru-a-Tureia block stretching south from the Waikari River up onto Maungaharuru. Hinekaraka and Te Whiunga are said to have occupied the northern side of the Waikari River, with Te Whiunga occupying the Anaura valley. Regardless, their territories were not exclusive and each had access to the other's mahinga kai (food gathering areas).

The descendants of these four children were known as Ngāi Tahu and those who maintained their occupation were the tāngata whenua. Various branches of Ngāi Tahu were later known by other names and represented smaller family groups such as Ngāti Hikapii, Ngāti Hineiro, Ngāti Moe, Ngāti Peke, Ngāti Rangitakuao, Ngāti Tatau and Ngāi Te Maaha.

Tīpuna (ancestors) have identified the kāinga (villages) and pā (fortified villages) of Ngāi Tahu in the lower Waikari River area, and as far north as the Waitaha Stream, including Kumarawainui, Tutaekaraka, Hurihanga, Takapuwahia, Tokatea, Pukepiripiri, Puketaita, Tauwhare and Kaiwaka. They have also identified kāinga and pā in the upper Waikari River and its tributaries including Te Nakunaku, Waipopopo, Tawhitikoko, Patokai and Tiekenui.

The mouth of the Waikari River is known as Te Puta-o-Hinetonga, after Hinetonga, the mother of Te Keu-o-te-Rangi. The river mouth and ngā awa have long been recognised as important mahinga kai. They provide the habitat for many taonga (treasured) fish species including īnanga (whitebait), mullet, tuna (eels), pātiki (flounder), kahawai and herring.

The Hapū have cultural, spiritual, traditional and historic associations with the awa, its waters, associated land and flora and fauna and have a responsibility as kaitiaki (guardians) in accordance with their kawa (rules) and tikanga (customs) to restore, protect and manage all those natural and historic resources. This relationship is as important to present day whānau (families) as it was to their tīpuna.

4 DEEDS OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –

1.1.1 Maungaharuru-Tangitū Hapū (the Hapū); and

1.1.2 the trustees of the Maungaharuru-Tangitū Trust (the governance entity).

1.2 In the deed of settlement, the Hapū made statements of the particular cultural, spiritual, historical, and traditional association of the Hapū with the following areas (the statutory areas):

1.2.1 Earthquake Slip Marginal Strip (as shown on deed plan OTS-201-20):

1.2.2 Moeangiangi Marginal Strip (as shown on deed plan OTS-201-21):

1.2.3 Esk Kiwi Sanctuary Area (as shown on deed plan OTS-201-22):

1.2.4 Tangoio Falls Scenic Reserve (as shown on deed plan OTS-201-23):

1.2.5 White Pine Bush Scenic Reserve (as shown on deed plan OTS-201-24):

1.2.6 Mangapukahu Scenic Reserve (as shown on deed plan OTS-201-25):

1.2.7 Te Kuta Recreation Reserve (as shown on deed plan OTS-201-26):

1.2.8 Waipatiki Scenic Reserve (as shown on deed plan OTS-201-27):

1.2.9 Waikoau Conservation Area (as shown on deed plan OTS-201-28):

1.2.10 Peaks of Maungaharuru Range (as shown on deed plan OTS-201-29):

1.2.11 Anauro Stream and its tributaries (as shown on deed plan OTS-201-32):

1.2.12 Aropaoanui River and its tributaries (as shown on deed plan OTS-201-33):

1.2.13 Esk River and its tributaries (as shown on deed plan OTS-201-34):

1.2.14 Mahiaruhe Stream and its tributaries (as shown on deed plan OTS-201-35):

1.2.15 Te Ngarue Stream and its tributaries (as shown on deed plan OTS-201-36):

DOCUMENTS

4: DEEDS OF RECOGNITION

- 1.2.16 Waikari River and its tributaries (as shown on deed plan OTS-201-37); and
- 1.2.17 Waikoau River and its tributaries (as shown on deed plan OTS-201-38).
- 1.3 Those statements of association are –
 - 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in [the Maungaharuru-Tangitū Hapū Claims Settlement Act 2013], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the association of the Hapū with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
 - 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:
 - 2.2.2 preparing a national park management plan under the National Parks Act 1980:
 - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants:
 - (b) to eradicate pests, weeds, or introduced species:
 - (c) to assess current and future visitor activities:
 - (d) to identify the appropriate number and type of concessions:
 - 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:
 - 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

DOCUMENTS

4: DEEDS OF RECOGNITION

3 LIMITS

3.1 This deed –

- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
- 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
- 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
- 3.1.4 is subject to the settlement legislation.

4 TERMINATION

4.1 This deed terminates in respect of a statutory area, or part of it, if –

- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
- 4.1.2 the relevant area is disposed of by the Crown; or
- 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

5 NOTICES

5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Area Manager,
Department of Conservation,
Conservation House – Whare Kaupapa Atawhai
18-32 Manners Street
PO Box 10420
Wellington
Fax: +64 4 381 3057

4: DEEDS OF RECOGNITION

6 **AMENDMENT**

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 **NO ASSIGNMENT**

- 7.1 The governance entity may not assign its rights under this deed.

8 **DEFINITIONS**

- 8.1 In this deed –

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

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [**date**] between the Hapū, the governance entity, and the Crown; and

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

governance entity has the meaning given to it by the deed of settlement; and

Hapū and **Maungaharuru-Tangitū Hapū** have the meaning given to them by the deed of settlement; and

identified activity means each of the activities specified in clause 2.2; and

Minister means the Minister of Conservation; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

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

9 **INTERPRETATION**

- 9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

4: DEEDS OF RECOGNITION

- 9.2 Headings do not affect the interpretation.
- 9.3 A term defined by –
- 9.3.1 this deed has that meaning; and
 - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to –
- 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
 - 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

DOCUMENTS

4: DEEDS OF RECOGNITION

SIGNED as a deed on [***date***]

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the
presence of –

WITNESS

Name:

Occupation:

Address:

The Director-General of Conservation
in the presence of –

WITNESS

Name:

Occupation:

Address:

4: DEEDS OF RECOGNITION

Schedule

Copies of Statements of Association

Earthquake Slip Marginal Strip (as shown on deed plan OTS-201-20)

[statement of association]

Moeangiangi Marginal Strip (as shown on deed plan OTS-201-21)

[statement of association]

Esk Kiwi Sanctuary Area (as shown on deed plan OTS-201-22)

[statement of association]

Tangoio Falls Scenic Reserve and White Pine Bush Scenic Reserve (as shown on, respectively, deed plans OTS-201-23 and OTS-201-24)

[statement of association]

Mangapukahu Scenic Reserve (as shown on deed plan OTS-201-25)

[statement of association]

Te Kuta Recreation Reserve (as shown on deed plan OTS-201-26)

[statement of association]

Waipatiki Scenic Reserve (as shown on deed plan OTS-201-27)

[statement of association]

Waikoau Conservation Area (as shown on deed plan OTS-201-28)

[statement of association]

Peaks of Maungaharuru Range (as shown on deed plan OTS-201-29)

[statement of association]

Anaura Stream and its tributaries (as shown on deed plan OTS-201-32)

[statement of association]

Waikoau River and Aropaoanui River and their tributaries (as shown on, respectively, deed plans OTS-201-38 and OTS-201-33)

DOCUMENTS

4: DEEDS OF RECOGNITION

[*statement of association*]

Esk River and its tributaries (as shown on deed plan OTS-201-34)

[*statement of association*]

Mahiaruhe Stream and its tributaries (as shown on deed plan OTS-201-35)

[*statement of association*]

Te Ngarue Stream and its tributaries (as shown on deed plan OTS-201-36)

[*statement of association*]

Waikari River and its tributaries (as shown on deed plan OTS-201-37)

[*statement of association*]

[Note: copies of the statements of association for the above statutory areas, as set out in part 3 of this documents schedule will only be appended to the final version of the Deed of Recognition]

4: DEEDS OF RECOGNITION

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

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Maungaharuru-Tangitū Hapū (the Hapū); and
 - 1.1.2 the trustees of the Maungaharuru-Tangitū Trust (the governance entity).
- 1.2 In the deed of settlement, the Hapū made statements of the particular cultural, spiritual, historical, and traditional association of the Hapū with the following areas (the statutory areas):
- 1.2.1 Anaura Stream and its tributaries (as shown on deed plan OTS-201-32):
 - 1.2.2 Aropoanui River and its tributaries (as shown on deed plan OTS-201-33):
 - 1.2.3 Esk River and its tributaries (as shown on deed plan OTS-201-34):
 - 1.2.4 Mahiaruhe Stream and its tributaries (as shown on deed plan OTS-201-35):
 - 1.2.5 Te Ngarue Stream and its tributaries (as shown on deed plan OTS-201-36):
 - 1.2.6 Waikari River and its tributaries (as shown on deed plan OTS-201-37); and:
 - 1.2.7 Waikoau River and its tributaries (as shown on deed plan OTS-201-38).
- 1.3 Those statements of association are –
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in [the Maungaharuru-Tangitū Hapū Claims Settlement Act 2013], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the association of the Hapū with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right):

DOCUMENTS

4: DEEDS OF RECOGNITION

- 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 users that may be appropriate:
- 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1, –
 - 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
 - 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

3 LIMITS

- 3.1 This deed –
 - 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 if it relates to a river –
 - (a) it does not relate to the waters of the river; and
 - (b) it relates only to the part or parts of the bed of the river that –
 - (i) are owned and managed by the Crown; and
 - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
 - (iii) are not the bed of an artificial watercourse or tributary; and
 - 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.5 is subject to the settlement legislation.

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if –

DOCUMENTS

4: DEEDS OF RECOGNITION

- 4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Commissioner of Crown Lands
Radio New Zealand House
155 The Terrace
PO Box 5501
Wellington
Fax: +64 4 472 2244.

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed –

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

Crown means Her Majesty the Queen in right of New Zealand; and

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [**date**] between the Hapū, the governance entity, and the Crown; and

governance entity has the meaning given to it by the deed of settlement; and

DOCUMENTS

4: DEEDS OF RECOGNITION

Hapū and **Maungaharuru-Tangitū Hapū** have the meaning given to them by the deed of settlement; and

identified activities means the activities specified in clause 2.2; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

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

9 INTERPRETATION

9.1 The provisions of this clause apply to this deed's interpretation unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.

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

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to –

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

DOCUMENTS

4: DEEDS OF RECOGNITION

SIGNED as a deed on [***date***]

SIGNED for and on behalf of
THE CROWN by –

The Commissioner of Crown Lands in the
presence of –

WITNESS

Name:

Occupation:

Address:

DOCUMENTS

4: DEEDS OF RECOGNITION

Schedule

Copies of Statements of Association

Anaura Stream and its tributaries (as shown on deed plan OTS-201-32)

[statement of association]

Waikoau River and Aropaoanui River and their tributaries (as shown on, respectively, deed plans OTS-201-38 and OTS-201-33)

[statement of association]

Esk River and its tributaries (as shown on deed plan OTS-201-34)

[statement of association]

Mahiaruhe Stream and its tributaries (as shown on deed plan OTS-201-35)

[statement of association]

Te Ngarue Stream and its tributaries (as shown on deed plan OTS-201-36)

[statement of association]

Waikari River and its tributaries (as shown on deed plan OTS-201-37)

[statement of association]

[Note: copies of the statements of association for the above statutory areas, as set out in part 3 of this documents schedule, will only be appended to the final version of the Deed of Recognition]

5 PROTOCOLS

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH MAUNGAHARURU-TANGITŪ TRUST ON SPECIFIED ISSUES

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated xx between the trustees of the Maungaharuru-Tangitū Trust (“**MTT**”) and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “**Minister**”) would issue a protocol (the “**Protocol**”) setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the “**Chief Executive**”) will interact with MTT on matters specified in the Protocol. These matters are:
- (a) relationship principles;
 - (b) Protocol Area;
 - (c) terms of issue;
 - (d) implementation and communication;
 - (e) the role of the Chief Executive under the Protected Objects Act 1975;
 - (f) the role of the Minister under the Protected Objects Act 1975;
 - (g) effects on Hapū interests in the Protocol Area;
 - (h) registration as a collector of Ngā Taonga Tūturu;
 - (i) board appointments;
 - (j) national monuments, war graves and historical graves;
 - (k) history publications relating to the Hapū;
 - (l) cultural and/or spiritual practices and professional services;
 - (m) provision of advice;
 - (n) relationships;
 - (o) information exchange;
 - (p) consultation;
 - (q) changes to policy and legislation affecting this protocol;
 - (r) review and amendment;

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- (s) dispute resolution; and
 - (t) definitions.
- 1.2 For the purposes of this Protocol MTT is the body representative of the Maungaharuru-Tangitū Hapū (the “**Hapū**”), who have an interest in the matters covered under this Protocol. This interest derives from the status of the Hapū as tāngata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 Manatū Taonga (also known as the Ministry for Arts, Culture and Heritage, the “**Ministry**”) and MTT are seeking a relationship consistent with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.4 The purpose of the Protected Objects Act 1975 (the “**Act**”) is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide MTT with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 21 of this Protocol.

2 RELATIONSHIP PRINCIPLES

- 2.1 MTT, the Minister, and the Chief Executive agree to abide by the following relationship principles, when implementing this Protocol and exercising their various roles and functions under this Protocol:
- (a) working together to preserve, promote, protect and enhance Taonga Tūturu;
 - (b) working in a spirit of co-operation;
 - (c) ensuring early engagement on matters relating to this Protocol;
 - (d) operating a ‘no-surprises’ approach;
 - (e) acknowledging that the relationship is evolving, not prescribed;
 - (f) respecting the independence of the parties and their individual mandates, roles and responsibilities within the Protocol Area;
 - (g) acknowledging that the parties benefit from working together by sharing their vision, knowledge and expertise; and
 - (h) in the context of any documents or other information provided to the Ministry by the Hapū, respecting and acknowledging the need to safeguard traditional knowledge and cultural expressions associated with Taonga Tūturu of the Hapū.

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

3 PROTOCOL AREA

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

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section 32 of the [Maungaharuru-Tangitū Hapū Claims Settlement Act 2013] (the “**Settlement Legislation**”) that implements 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 Chief Executive will maintain effective communication with MTT by:
- (a) maintaining information provided by MTT on the office holders of MTT and their addresses and contact details;
 - (b) discussing with MTT concerns and issues notified by MTT about this Protocol;
 - (c) as far as reasonably practicable, providing opportunities for MTT to meet with relevant Ministry managers and staff;
 - (d) meeting with MTT to review the implementation of this Protocol at least once a year, if requested by either party;
 - (e) as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;
 - (f) as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information;
 - (g) as soon as reasonably practicable, upon the Ministry becoming aware of such collections, notifying MTT of any Taonga Tūturu held overseas, either in private or public collections, where such Taonga Tūturu relates to the Hapū or was sourced from the Protocol Area; and
 - (h) including a copy of the Protocol with MTT on the Ministry’s website.
- 5.2 In addition, the Chief Executive will meet with MTT to develop and agree a strategy to implement this Protocol as soon as possible after this Protocol is signed. This strategy will be an operational document and may include but is not limited to:
- (a) outlining specific actions and milestones the Chief Executive and MTT may carry out pursuant to the Protocol;
 - (b) reporting processes in relation to the specific actions and milestones; and

DOCUMENTS

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- (c) developing a communications protocol relating to how the Ministry and MTT will communicate.

5.3 The implementation strategy described in clause 5.2 will have effect from the date agreed by both parties and specified in the strategy.

6 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

GENERAL

- 6.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to MTT within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- (a) notify MTT in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Hapū origin found anywhere else in New Zealand;
 - (b) provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Hapū origin found anywhere else in New Zealand;
 - (c) notify MTT in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Hapū origin found anywhere else in New Zealand;
 - (d) notify MTT in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Hapū origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
 - (e) notify MTT in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Hapū origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

OWNERSHIP OF TAONGA TŪTURU FOUND IN PROTOCOL AREA OR IDENTIFIED AS BEING OF HAPŪ ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

- 6.2 If MTT lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Hapū origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 6.3 If there is a competing claim or claims lodged in conjunction with MTT's claim of ownership, the Chief Executive will consult with MTT for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 6.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Hapū origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of MTT may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

CUSTODY OF TAONGA TŪTURU FOUND IN PROTOCOL AREA OR IDENTIFIED AS BEING OF HAPŪ ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

- 6.5 If MTT does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Hapū origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- (a) notify MTT as soon as practicable after such an application is received;
 - (b) consult MTT before a decision is made on who may have custody of the Taonga Tūturu; and
 - (c) notify MTT in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

EXPORT APPLICATIONS

- 6.6 For the purpose of seeking an expert opinion from MTT on any export applications to remove any Taonga Tūturu of Hapū origin from New Zealand, the Chief Executive will register MTT on the Ministry's Register of Expert Examiners.
- 6.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Hapū origin from New Zealand, the Chief Executive will consult MTT as an Expert Examiner on that application, and notify MTT in writing of the Chief Executive's decision.

7 THE ROLE OF THE MINISTER UNDER THE ACT

- 7.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to MTT within the limits of the Act. In circumstances where the Chief Executive originally consulted MTT as an Expert Examiner, the Minister may consult with MTT where a person appeals the decision of the Chief Executive to:
- (a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - (b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
- 7.2 The Ministry will notify MTT in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where MTT was consulted as an Expert Examiner.

8 EFFECTS ON HAPŪ INTERESTS IN THE PROTOCOL AREA

- 8.1 The Chief Executive and MTT shall discuss any policy or legislative development, which specifically affects the interests of the Hapū in the Protocol Area.

DOCUMENTS

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 8.2 The Chief Executive and MTT shall discuss any of the Ministry's operational activities, which specifically affect the interests of the Hapū in the Protocol Area.
- 8.3 Notwithstanding clauses 8.1 and 8.2 above the Chief Executive and MTT shall meet to discuss the interests of the Hapū in the Protocol Area as part of the meeting specified in clause 5.1(d).

9 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

- 9.1 The Chief Executive will register MTT as a Registered Collector of Taonga Tūturu.

10 BOARD APPOINTMENTS

- 10.1 The Chief Executive shall:
- (a) notify MTT of any upcoming ministerial appointments on Boards which the Minister appoints to;
 - (b) add MTT's nominees onto the Ministry's Nomination Register for Boards, which the Minister appoints to; and
 - (c) notify MTT of any ministerial appointments to Boards which the Minister appoints to, where these are publicly notified.

11 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 11.1 The Chief Executive shall seek and consider the views of MTT on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to the interests of the Hapū in the Protocol Area. For the avoidance of doubt, this does not include normal maintenance or cleaning.
- 11.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by MTT, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

12 HISTORY PUBLICATIONS RELATING TO THE HAPŪ

- 12.1 The Chief Executive shall:
- (a) upon commencement of this Protocol provide MTT with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to the Hapū and will supply these on request; and
 - (b) consult with MTT on any work the Ministry undertakes that relates substantially to the Hapū:
 - (i) from an early stage;
 - (ii) throughout the process of undertaking the work; and

DOCUMENTS

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- (iii) before making the final decision on the material of a publication; and
 - (c) work with MTT to agree guidelines for the application of clauses 12.1(a) and 12.1(b) within six months of signing the Protocol.
- 12.2 Where the Ministry makes reasonable efforts to contact MTT for the purposes of the consultation in accordance with clause 12.1, and no response is received within a reasonable timeframe, the Ministry shall not be in breach of clause 12.1.
- 12.3 MTT accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by MTT, is entitled to make the final decision on the material of the historical publication.
- 13 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**
 - 13.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by the Hapū within the Protocol Area, the Chief Executive will invite MTT to provide such services. Where the Chief Executive has invited MTT to provide such services, the Chief Executive will make a contribution, which the Chief Executive considers is reasonable in the circumstances, the amount of which will be discussed with MTT at the time of the invitation.
 - 13.2 Where appropriate, the Chief Executive will consider using MTT as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.
 - 13.3 The procurement by the Chief Executive of any such services set out in clauses 13.1 and 13.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.
- 14 PROVISION OF ADVICE**
 - 14.1 MTT may, from time-to-time, seek practical advice from the Chief Executive on historical or commemorative initiatives of the Hapū where the Ministry may have some expertise. The Chief Executive will provide such general practical advice, not involving any financial commitment, where possible.
 - 14.2 In addition to clause 14.1, the Chief Executive will make best endeavours to notify MTT of any awards and funds, to which applications can be made which are administered by the Chief Executive, and provide details of the application process and deadlines.
- 15 RELATIONSHIPS**
 - 15.1 The Hapū have a strategic vision for their cultural identity that includes the preservation, development and transmission of their cultural heritage, traditions and arts. MTT wishes to explore the mutual benefits of a relationship with:
 - (a) Arts Council of New Zealand Toi Aotearoa (Creative New Zealand);
 - (b) the New Zealand Historic Places Trust.
 - 15.2 The Chief Executive will invite the above organisations to initiate discussions with MTT.

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 15.3 The Hapū have a strategic vision for their cultural identity that includes the preservation, development and transmission of their cultural heritage, traditions and arts. MTT wishes to explore the mutual benefits of a relationship with the New Zealand Film Archive. The Chief Executive will notify the New Zealand Film Archive of MTT's interest in initiating discussion with the New Zealand Film Archive.

16 ACCESS AND REPATRIATION

- 16.1 The Chief Executive will invite organisations relevant to this Protocol identified by MTT, which may include regional and international museums, to establish a relationship with MTT for the purposes of:
- (a) advising the Hapū about how they can have access to their Taonga Tūturu;
 - (b) providing information to MTT about the Taonga Tūturu; and
 - (c) any other matters of importance to the Hapū.

17 INFORMATION EXCHANGE

- 17.1 MTT and the Ministry recognise the benefit of mutual information exchange. To this end the Ministry and MTT will as far as possible exchange any information that is relevant to the Hapū Taonga Tūturu and any intellectual property associated with the Hapū Taonga Tūturu that the Ministry may hold.
- 17.2 The Ministry will make available to MTT all existing information held by, or reasonably accessible to, the Ministry where that information is requested by MTT for the purposes of assisting them to exercise their rights under this Protocol.
- 17.3 The obligations in clauses 17.1 and 17.2 do not apply to information that the Minister is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Minister or Chief Executive may withhold under the Official Information Act 1982.

18 CONSULTATION

- 18.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with MTT in each case are:
- (a) ensuring that MTT is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
 - (b) providing MTT with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - (c) ensuring that sufficient time is given for the participation of MTT in the decision making process including the preparation of submissions by MTT in relation to any of the matters that are the subject of the consultation;

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- (d) ensuring that the Chief Executive will approach the consultation with MTT with an open mind, and will genuinely consider the submissions of MTT in relation to any of the matters that are the subject of the consultation; and
- (e) report back to MTT, either in writing or in person, as soon as possible following any decisions being made that relate to that consultation.

19 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 19.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- (a) notify MTT of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
 - (b) make available to MTT the information provided to Māori as part of the consultation process referred to in this clause; and
 - (c) report back to the governance entity on the outcome of any such consultation.

20 REVIEW AND AMENDMENT

- 20.1 The Minister and the Chief Executive and MTT agree that this Protocol is a living document which should be updated and adapted to take account of future developments.
- 20.2 A review of this Protocol may take place, at the request of either party, at five-yearly intervals from the commencement date of this Protocol or the date of completion of the previous review, unless either party advises that it wishes to review the Protocol three years from the commencement date or three years of the date of completion of the previous review.
- 20.3 Where the parties cannot reach agreement on any review or amendment proposal they will use the dispute resolution processes contained in clause 21 of this Protocol.
- 20.4 MTT and the Crown may only vary this Protocol by agreement in writing.

21 DISPUTE RESOLUTION

- 21.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:
- (a) within 15 working days of being given written notice, the relevant contact person from the Ministry and MTT will meet to work in good faith to resolve the issue;
 - (b) if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 21.1(a), the Chief Executive and MTT will meet to work in good faith to resolve the issue;
 - (c) if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 21.1(a) and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

Minister and MTT will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's Terms of Issue.

22 DEFINITIONS

22.1 In this Protocol:

Chief Executive means the Chief Executive of the Ministry and includes any authorised employee of the Ministry acting for and on behalf of the Chief Executive

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

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

Found has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

Hapū means the Maungaharuru-Tangitū Hapū

Maungaharuru-Tangitū Hapū has the meaning set out in clause 8.5 of the Deed of Settlement

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

Protocol means a statement in writing, issued by the Crown through the Minister to MTT under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tūturu has the same meaning as in section 2 of the Act and means an object that—

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been,—
 - (i) manufactured or modified in New Zealand by Māori; or
 - (ii) brought into New Zealand by Māori; or
 - (iii) used by Māori; and
- (c) is more than 50 years old.

DOCUMENTS

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

ISSUED on

SIGNED for and on behalf of **THE
SOVEREIGN** in right of
New Zealand by the Minister for Arts,
Culture and Heritage:

WITNESS

Name:

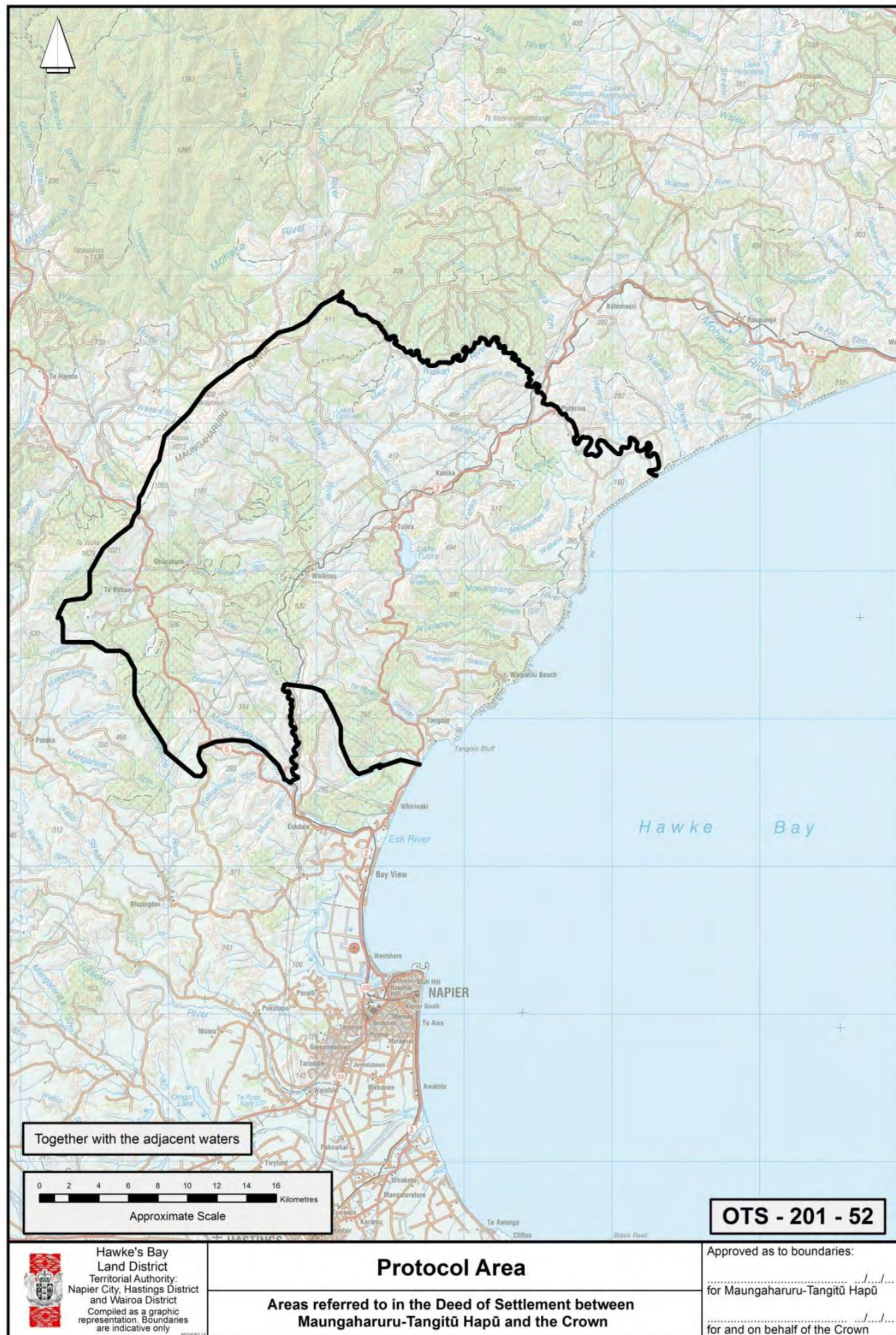
Occupation:

Address:

DOCUMENTS

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

ATTACHMENT A
PROTOCOL AREA MAP



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

- 1.1 The Minister may amend or cancel this Protocol, but only after consulting with MTT and having particular regard to its views (section 32).

2. Limits

- 2.1 This Protocol does not -

- 2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section 32); or

- 2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of the Hapū or a representative entity (section 33); or

- 2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu (section 36).

- 2.2 In this summary of the Terms of Issue, “representative entity” has the same meaning as in the Deed of Settlement.

3. Breach

- 3.1 Subject to the Crown Proceedings Act 1950, MTT may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 34).

- 3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.35).

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH MAUNGAHARURU-TANGITŪ TRUST BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between the trustees of the Maungaharuru-Tangitū Trust (“**MTT**”) and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with MTT on matters specified in the Protocol.
- 1.2 Both the Ministry and MTT are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/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.
- 1.4 The Minister is responsible under the Act for the preparation of mineral 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. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.5 The Minister and the Ministry recognise that MTT is the governance entity of the Hapū and represents the Hapū.
- 1.6 The Hapū, are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between MTT and the Ministry in relation to minerals administered in accordance with the Act in the 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.
- 2.2 MTT 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 programmes issued under the Act.

3 OWNERSHIP OF MINERALS

- 3.1 The Hapū:
 - (a) assert that they maintain in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the minerals in their takiwā; and
 - (b) record that they consider their ownership, management and control of such minerals has been expropriated by the Crown and that this is a serious Treaty breach.

5: PROTOCOLS: CROWN MINERALS PROTOCOL

- 3.2 The Crown asserts ownership of minerals under the Act and considers that the nationalisation of minerals is not a breach of the Treaty. Section 10 of the Act provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Act reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of minerals in the Protocol Area is prescribed under the Act.

4 PROTOCOL AREA

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

5 TERMS OF ISSUE

- 5.1 This Protocol is issued pursuant to section 32 of [the Maungaharuru-Tangitū Hapū Claims Settlement Act 2013] (the “**Settlement Legislation**”) that implements clause 5.32 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 5.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

6 CONSULTATION

- 6.1 The Minister will ensure that MTT is consulted by the Ministry:

New minerals programmes

- (a) on the preparation of new minerals programmes which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

- (b) on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with MTT on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum exploration permit applications

- (c) when any application for a petroleum exploration permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(b);

Amendments to petroleum exploration permits

- (d) when any application to amend a petroleum exploration permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

5: PROTOCOLS: CROWN MINERALS PROTOCOL

Permit block offers for Crown owned minerals other than petroleum

- (e) on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(e) or where the application relates to newly available acreage;

Newly available acreage

- (g) when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

- (h) when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

Gold fossicking areas

- (i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

- 6.2 Each decision on a proposal referred to in clause 6.1 will be made having regard to any matters raised as a result of consultation with MTT, and having regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

7 IMPLEMENTATION AND COMMUNICATION

- 7.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 6.1. The Ministry will consult with MTT in accordance with this Protocol if matters described in clause 6.1 of this Protocol may affect the interests of any of the Hapū.
- 7.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with MTT in each case are:
- (a) ensuring that MTT is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
 - (b) providing MTT with sufficient information to make informed decisions and submissions;

DOCUMENTS

5: PROTOCOLS: CROWN MINERALS PROTOCOL

- (c) ensuring that sufficient time is given for the participation of MTT in the decision making process and to enable it to prepare its submissions; and
 - (d) ensuring that the Ministry will approach the consultation with MTT with an open mind, and will genuinely consider the submissions of MTT.
- 7.3 Where the Ministry is required to consult MTT as specified in clause 6.1, the Ministry will report back in writing to MTT on the decision made as a result of such consultation.
- 7.4 Face to face meetings will be held if mutually agreed by the parties such agreement not to be unreasonably withheld. The parties will jointly confirm the meetings and their agenda and location.
- 7.5 The Ministry will seek to fulfil its obligations under this Protocol by:
 - (a) maintaining information on MTT's address and contact details as provided from time to time by MTT;
 - (b) as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Protocol;
 - (c) nominating relevant employees to act as contacts with MTT in relation to issues concerning this Protocol;
 - (d) providing MTT with the names of the relevant employees who will act as contacts with MTT in relation to issues concerning this Protocol;
 - (e) discussing with MTT concerns and issues notified by MTT about this Protocol;
 - (f) as far as reasonably practicable, providing opportunities for MTT to meet with relevant Ministry managers and staff;
 - (g) where relevant and reasonably practicable, providing opportunities for MTT to meet with the Minister and Secretary;
 - (h) where relevant and reasonably practicable, informing other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
 - (i) including the summary of the terms of issue and the map of the Protocol Area relating to this Protocol in the relevant minerals programmes when these are issued.

8 EXCLUSION OF AREAS OF PARTICULAR IMPORTANCE TO THE HAPŪ

- 8.1 The Crown has responsibilities in relation to active protection. As a result of the consultation specified in clause 6, MTT may request that defined areas of land of particular importance to the Hapū are excluded from the operation of a minerals programme or shall not be included in any block offer or permit.

5: PROTOCOLS: CROWN MINERALS PROTOCOL

9 EFFECTS ON THE INTERESTS OF THE HAPŪ IN RELATION TO CROWN OWNED MINERALS

- 9.1 The Minister and Secretary will consult with MTT on any policy or legislative development or review in relation to the administration of minerals which may affect the interests of the Hapū in relation to Crown owned minerals in the Protocol Area or this Protocol.
- 9.2 The Minister and Secretary will consult with MTT on any of the Ministry's minerals operational activities which may affect the interests of the Hapū in relation to Crown owned minerals in the Protocol Area or this Protocol.
- 9.3 Notwithstanding clauses 9.1 and 9.2 above, the Minister and Secretary and MTT may meet to discuss the interests of the Hapū in relation to Crown owned minerals in the Protocol Area as part of the meetings specified in clause 7.4.

10 INFORMATION EXCHANGE

- 10.1 The Ministry will make available to MTT all existing information held by the Ministry where that information is requested by MTT for the purposes of assisting them to exercise their rights under this Protocol.
- 10.2 The obligation in clause 10.1 does not apply to information that the Ministry is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry may withhold under the grounds set out under the Official Information Act 1982 or Privacy Act 1993.
- 10.3 The Minister and Secretary will make available to MTT the names and contact details of all relevant permit holders.

11 REVIEW AND AMENDMENT

- 11.1 The Minister, Secretary and MTT agree that this Protocol is a living document which should be updated and adapted to take account of future developments.
- 11.2 A review of this Protocol may take place at the request of either party.
- 11.3 The Minister and MTT may only vary this Protocol by agreement in writing.

12 DISPUTE RESOLUTION

- 12.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:
- (a) within 15 working days of being given written notice, the relevant contact person from the Ministry and MTT will meet to work in good faith to resolve the issue;
 - (b) if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 12.1(a), the Secretary and the nominated representative of MTT will meet to work in good faith to resolve the issue;
 - (c) if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 12.1(a) and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed,

5: PROTOCOLS: CROWN MINERALS PROTOCOL

provided it is not inconsistent with statutory obligations and the parties agree, the Minister and MTT will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's Terms of Issue.

13 DEFINITIONS

13.1 In this Protocol:

Act means the Crown Minerals Act 1991 as amended, consolidated or substituted;

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

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;

Deed of Settlement means the Deed of Settlement dated [] between the Crown and MTT;

Hapū has the meaning set out in clause 8.5 of the Deed of Settlement;

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

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

newly available acreage has the meaning provided in clause 3.5 of the Minerals Programme for Minerals (Excluding Petroleum) 2008;

petroleum means:

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

and, except in sections 10 and 11 of the Act, includes any petroleum as so defined which has been mined or otherwise recovered 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;

5: PROTOCOLS: CROWN MINERALS PROTOCOL

protocol means a statement in writing, issued by the Crown through the Minister to MTT under the Settlement Legislation and the Deed of Settlement and includes this Protocol; and

Secretary means the chief executive of the Ministry.

DOCUMENTS

5: PROTOCOLS: CROWN MINERALS PROTOCOL

ISSUED ON []

SIGNED for and on behalf of
THE SOVEREIGN
in right of New Zealand by
the Minister of Energy and Resources.

WITNESS

Name_____

Occupation_____

Address_____

DOCUMENTS

5: PROTOCOLS: CROWN MINERALS PROTOCOL

ATTACHMENT A PROTOCOL AREA MAP



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

- 1.1 The Minister may amend or cancel this Protocol, but only after consulting with MTT and having particular regard to its views (section 32).

2. Noting

- 2.1 A summary of the terms of this Protocol must be added:

2.1.1 in a register of protocols maintained by the chief executive; and

2.1.2 in the minerals programme affecting the Protocol Area when those programmes are replaced;

but the addition:

2.1.3 is for the purpose of public notice only; and

2.1.4 does not amend the minerals programmes for the purposes of the Crown Minerals Act 1991 (section 35).

3. Limits

- 3.1 This Protocol does not -

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section 33); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of the Hapū or a representative entity (section 33); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section 35).

- 3.2 In this summary of the Terms of Issue, “representative entity” has the same meaning as it has in the Deed of Settlement.

5: PROTOCOLS: CROWN MINERALS PROTOCOL

4. Breach

- 4.1 Subject to the Crown Proceedings Act 1950, MTT may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 34).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.35).

6 ENCUMBRANCES

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

6.1	PART OPOUAHI SCENIC RESERVE PREDATOR-PROOF FENCE ACCESS EASEMENT
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DOCUMENTS

6: ENCUMBRANCES

EASEMENT INSTRUMENT to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Hawke's Bay

Grantor

Surname must be underlined

Trustees of the Maungaharuru-Tangitū Trust *need to insert trustees' names*

Grantee

Surname must be underlined

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in perpetuity the easement **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

<p>----- Signature of Grantor</p>	<p><u>Signed</u> in my presence by the Grantor:</p>
	<p>_____</p>
	<p><i>Signature of Witness</i></p>
	<p>Witness Name:</p>
	<p>Occupation:</p>
	<p>Address:</p>

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

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6: ENCUMBRANCES

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
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ANNEXURE SCHEDULE A

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The five metre strip marked "A" on deed plan OTS-201-04. Subject to survey.]	Part Lot 1 DP 405468. Part Computer Freehold Register 419234.	Part Lot 1 DP 405468. Balance Computer Freehold Register 419234 and Part Section 11. Block III Maungaharuru Survey District. Balance Computer Freehold Register HBK4/1278.
"Easement"	"Easement Area"	"Grantor's Land"	"Grantee's Land"

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

ANNEXURE SCHEDULE B

RIGHTS AND POWERS

1 Rights of way

- 1.1 The Grantor grants to the Grantee the right for the Grantee, in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The Grantor grants to the Grantee:
- 1.2.1 the right to carry out work in the Easement Area to maintain the Easement Area and the right for the Grantee's employees or contractors (but not the general public) to proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment for the purposes of carrying out that work; and
- 1.2.2 the right to maintain or replace the fence between the Grantor's and Grantee's Land, and the right for the Grantee's employees or contractors (but not the general public) to proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment for the purposes of carrying out that work.
- 1.3 The Grantor grants to the Grantee the right to establish a track on the Easement Area, to repair and maintain any existing track on the Easement Area, and (if necessary for either of those purposes) to alter the state of the land over which the easement is granted.
- 1.4 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.5 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

2 General rights and duties

- 2.1 The Grantor must not do on the Easement Area anything that will interfere with or restrict the rights under this Easement. This includes the Grantor not planting anything but grass on the Easement Area.
- 2.2 Except as provided in this Easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.3 The Grantee will comply with all statutory or regulatory requirements, standards or codes of practice relating to the use of the Easement and, in particular, regulations and codes of

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

practice relating to the Health and Safety in Employment Act 1992 and the Resource Management Act 1991.

3 Repair, maintenance, and costs

- 3.1 The Grantee must keep and maintain the Easement Area in good order and repair and tidy, and in a standard suitable for its activities.
- 3.2 The Grantee must meet any associated requirements of the relevant local authority.
- 3.3 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.4 Subject to 3.5, the Grantee at its sole cost must maintain the predator-proof fence between the Grantor's and the Grantee's Land in good and substantial order and repair at all times.
- 3.5 The Grantor will repair at its cost all damage caused to the predator-proof fence between the Grantor's Land and Grantee's Land through the Grantor's (including its agents, servants and invitees) negligence or improper actions.
- 3.6 Notwithstanding the provisions of the Fencing Act 1978, the Grantee shall be solely responsible for all costs associated with the erection of, replacement of, and maintenance and repair of the predator-proof fence between the Grantor's and the Grantee's Land and the replacement of it by another predator-proof fence.
- 3.7 The Grantee may, at its sole cost, remove the predator-proof fence with a view to replacing the predator-proof fence with an adequate fence (as defined in the Fencing Act 1978). If the Grantee does so, then:
 - 3.7.1 the Grantee must make good all resulting damage; and
 - 3.7.2 the parties will do all things reasonably necessary to register the surrender of this Easement; and
 - 3.7.3 the provisions of the Fencing Act 1978 shall apply as between the parties.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the Easement, the Grantee may, if reasonably necessary and subject to the prior consent of the Grantor, which must not be unreasonably withheld —
 - 4.1.1 enter upon the Grantor's Land by a reasonable route agreed with the Grantor and with all necessary tools, vehicles, and equipment for the purposes of carrying out the relevant work; and

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
 - 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time whilst work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage or disturbance done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damage caused by the Grantee to any buildings, erections, improvements, vegetation or fences on the Grantor's Land provided that the Grantee shall not be required to compensate the Grantor for any erection, improvement, vegetation or fences located on the Easement Area that are required to be removed for the purposes of establishing a track on the Easement Area or carrying out work to the predator-proof fence.
- 4.7 Immediately after passing through any gates, the Grantee must close such of them as were closed and lock such of them as were locked immediately before such passing through.
- 4.8 The Grantee must take reasonable precautions for guarding against any danger (including, but without limitation, fire, physical danger or disease), and in particular shall comply with all conditions that may be imposed from time to time by any lawful authority.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

- (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this Easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

- 6.2 ACCESS EASEMENT FOR PART LAKE TŪTIRA PROPERTY AND LAKES WAIKOPIRO
AND ORAKAI PROPERTIES

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
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ANNEXURE SCHEDULE A

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT)
Right of Way	the area marked "A" and the five metre strip marked "B" on the diagram attached. Subject to survey	Section 1 Survey Office Plan 3076 (marked A on the diagram attached)	Part Section 23 Block XII Maungaharuru Survey District <i>(New title issued for Part Lake Tūtira Property).</i>
			Part Section 22 Block XII Maungaharuru Survey District <i>(New title issued for Lake Waikopiro Property).</i>
		Part Section 24 Block XII Maungaharuru Survey District (marked B on the diagram attached)	Part Section 24 Block XII Maungaharuru Survey District <i>(New title issued for Lake Orakai).</i>
	The Easement Area	The Grantor's Land	The Grantee's Land

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

RIGHTS AND POWERS

1 Rights of way

- 1.1 The Grantor grants to Grantee the right for the Grantee, and the Grantee's employees, contractors and invitees, in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area and to remain on the Easement Area with or without any kind of vehicle, or boat trailer.
- 1.2 The Grantor grants the Grantee the right to establish, repair or maintain a New Track on the Easement Area, to repair or maintain any Existing Track on the Easement Area and (if necessary for any of those purposes) and subject to obtaining the prior consent of the Grantor to alter the state of the Easement Area
- 1.3 No firearm or other weapon may be carried or discharged by the Grantee or the Grantee's employees, contractors and invitees on the Easement Area.
- 1.4 No dog or other animal may be taken onto the Easement Land by the Grantee or the Grantee's employees, contractors and invitees.
- 1.5 Where the Grantor:
- 1.5.1 reasonably considers that there is a temporary risk to public safety including but not limited to fire risk or natural events; or
- 1.5.2 is to carry out a pest control operation involving the Easement Area;
- then after consulting (if reasonably practicable) with the Grantee, the Grantor may suspend the Grantee's rights under this Easement for the duration of the temporary risk or until the completion of the pest control operation provided that:
- 1.5.3 in the case of a temporary risk, the Grantor shall remove the suspension immediately following the cessation or removal or rectification of the temporary risk; or
- 1.5.4 in the case of a pest control operation, the Grantor shall take all reasonable steps with all due expedition to complete the pest control operation and remove the suspension.
- 1.6 The Grantor must give written notice to the Grantee of the suspension and removal of the suspension. If the Grantor considers written notice of the suspension and removal of the suspension is not practicable then the Grantor must take reasonable steps to advise the Grantee and then as soon as it is practicable give the Grantee written notice of the same.

2 General rights

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this Easement or of any other party or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this Easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.3 The Grantee must comply with all statutory or regulatory requirements, standards or codes of practice relating to the use of the Easement Area and, in particular, regulations and codes of practice relating to the Health and Safety in Employment Act 1992 and the Resource Management Act 1991.
- 2.4 Either party may, at its sole discretion and cost, keep and maintain the Easement Area clear of obstructions (whether caused by the deposit of materials or unreasonable impediment or other cause) to the use and enjoyment of any Track, but shall not be required to do so.

3 Repair, maintenance, and costs

- 3.1 If the Grantee establishes a New Track, the Grantee shall at its cost keep and maintain the New Track in good order and repair and tidy, to a standard suitable for its activities, but shall not be liable for damage to the New Track caused by the Grantor or the Grantor's servants, agents or invitees, or members of the public.
- 3.2 Either party may, at its sole discretion and cost, keep and maintain any Existing Track in good order and repair and tidy, but shall not be required to do so.
- 3.3 The Grantee must meet any associated requirements of the relevant local authority in respect of any New Track established by the Grantee.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this Easement.
- 3.5 The Grantor must repair at its cost all damage caused to the New Track through its negligence or improper actions.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the Easement, the Grantee may, if reasonably necessary and subject to the consent of the Grantor, which must not be unreasonably withheld:
- 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment for the purpose of carrying out the relevant work;
- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by the Grantee by restoring the surface of the land not comprising any Track as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damage caused by the Grantee to any buildings, erections, improvements, vegetation or fences on the Grantor's Land provided that the Grantee shall not be required to compensate the Grantor for any erection, improvement, vegetation or fences required to be removed to build a New Track or to carry out work to the Easement Area.
- 4.7 Immediately after passing through any gates the Grantee must close such of them as were closed and lock such of them as were locked immediately before such passing through.
- 4.8 The Grantee must take reasonable precautions for guarding against any danger (including but without limitation fire, physical danger or disease) and in particular must comply with all conditions that may be imposed from time to time by any lawful authority.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement:

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working day period, the party in default has not met the obligation, the other party may:
- (i) meet the obligation; and
- (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation: and

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this Easement arises between the Grantor and Grantee:

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party;
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
- (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

7 Definitions

'Existing Track' means any track on the Grantor's Land that was in existence on the land at the date of this Easement.

'New Track' means any track established on the Easement Area by the Grantee.

'Track' means either a New Track or Existing Track, as the case may be.

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES



DOCUMENTS SCHEDULE

6: ENCUMBRANCES

6.3 ACCESS EASEMENT FOR LAKE OPOUAHI PROPERTY

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
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ANNEXURE SCHEDULE A

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT)
Right of Way	A 5 metre strip marked 'A' on the <i>attached</i> plan. Subject to survey. The Easement Area	Part Section 11 Block III Maungaharuru Survey District The Grantor's Land	Part Section 11 Block III Maungaharuru Survey District (the new title issued for Lake Opouahi Property) The Grantee's Land

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

RIGHTS AND POWERS

1 Rights of way

- 1.1 The Grantor grants to Grantee the right for the Grantee, and the Grantee's employees, contractors and invitees in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area and to remain on the Easement Area with or without any kind of vehicle, or boat trailer.
- 1.2 The Grantor grants the Grantee the right to establish, repair or maintain a New Track on the Easement Area, to repair or maintain any Existing Track on the Easement Area and (if necessary for any of those purposes) and subject to obtaining the prior consent of the Grantor to alter the state of the Easement Area
- 1.3 No firearm or other weapon may be carried or discharged by the Grantee or the Grantee's employees, contractors or invitees on the Easement Area.
- 1.4 No dog or other animal may be taken onto the Easement Land by the Grantee or the Grantee's employees, contractors or invitees.
- 1.5 Where the Grantor:
 - 1.5.1 reasonably considers that there is a temporary risk to public safety including but not limited to fire risk or natural events; or
 - 1.5.2 is to carry out a pest control operation involving the Easement Area;then after consulting (if reasonably practicable) with the Grantee, the Grantor may suspend the Grantee's rights under this Easement for the duration of the temporary risk or until the completion of the pest control operation provided that:
 - 1.5.3 in the case of a temporary risk, the Grantor shall remove the suspension immediately following the cessation or removal or rectification of the temporary risk; or
 - 1.5.4 in the case of a pest control operation, the Grantor shall take all reasonable steps with all due expedition to complete the pest control operation and remove the suspension.
- 1.6 The Grantor must give written notice to the Grantee of the suspension and removal of the suspension. If the Grantor considers written notice of the suspension and removal of the suspension is not practicable then the Grantor must take reasonable steps to advise the Grantee and then as soon as it is practicable give the Grantee written notice of the same.

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
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2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this Easement or of any other party or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this Easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.3 The Grantee must comply with all statutory or regulatory requirements, standards or codes of practice relating to the use of the Easement Area and, in particular, regulations and codes of practice relating to the Health and Safety in Employment Act 1992 and the Resource Management Act 1991.
- 2.4 Either party may, at its sole discretion and cost, keep and maintain the Easement Area clear of obstructions (whether caused by the deposit of materials or unreasonable impediment or other cause) to the use and enjoyment of any Track, but shall not be required to do so.

3 Repair, maintenance, and costs

- 3.1 If the Grantee establishes a New Track, the Grantee shall at its cost keep and maintain the New Track in good order and repair and tidy, to a standard suitable for its activities, but shall not be liable for damage to the New Track caused by the Grantor or the Grantor's servants, agents or invitees, or members of the public.
- 3.2 Either party may, at its sole discretion and cost, keep and maintain any Existing Track in good order and repair and tidy, but shall not be required to do so.
- 3.3 The Grantee must meet any associated requirements of the relevant local authority in respect of any New Track established by the Grantee.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this Easement.
- 3.5 The Grantor must repair at its cost all damage caused to the New Track through its negligence or improper actions.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the Easement, the Grantee may, if reasonably necessary and subject to the consent of the Grantor, which must not be unreasonably withheld:
- 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment for the purpose of carrying out the relevant work;

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DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by the Grantee by restoring the surface of the land not comprising any Track as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damage caused by the Grantee to any buildings, erections, improvements, vegetation or fences on the Grantor's Land provided that the Grantee shall not be required to compensate the Grantor for any erection, improvement, vegetation or fences required to be removed to build a New Track or to carry out work to the Easement Area.

4.7 Immediately after passing through any gates the Grantee must close such of them as were closed and lock such of them as were locked immediately before such passing through.

4.8 The Grantee must take reasonable precautions for guarding against any danger (including but without limitation fire, physical danger or disease) and in particular must comply with all conditions that may be imposed from time to time by any lawful authority.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement:

(a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

(b) if, at the expiry of the 7-working day period, the party in default has not met the obligation, the other party may:

(i) meet the obligation; and

(ii) for that purpose, enter the Grantor's Land:

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation: and
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this Easement arises between the Grantor and Grantee:

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party;
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

7 Definitions

'Existing Track' means any track on the Grantor's Land that was in existence on the land at the date of this Easement.

'New Track' means any track established on the Easement Area by the Grantee.

'Track' means either a New Track or Existing Track.

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES



DOCUMENTS SCHEDULE

6: ENCUMBRANCES

6.4 OPOUAHI STATION PREDATOR-PROOF FENCE ACCESS EASEMENT

DOCUMENTS

6: ENCUMBRANCES

EASEMENT INSTRUMENT to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Hawke's Bay

Grantor

Surname must be underlined

[Trustees of the Maungaharuru-Tangitū Trust need to insert trustees' names]

Grantee

Surname must be underlined

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in perpetuity the easement **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

<hr/> Signature of Grantor	Signed in my presence by the Grantor:
	<hr/>
	Signature of Witness
	Witness Name:
	Occupation:
	Address:

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

153666

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
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ANNEXURE SCHEDULE A

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The five metre strip marked "B" on deed plan OTS-201-04. Subject to survey.]	Lot 2 DP 405468. Computer Freehold Register 589217.	[Part 1 Lot 1 DP 405468. Balance Computer Freehold Register 419234 and Part Section 11. Block III Maungaharuru Survey District. Balance Computer Freehold Register HBK4/1278.]
"Easement"	"Easement Area"	"Grantor's Land"	"Grantee's Land"

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in Annexure Schedule B.

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
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ANNEXURE SCHEDULE B

RIGHTS AND POWERS

1 Rights of way

- 1.1 The Grantor grants to the Grantee the right for the Grantee, in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The Grantor grants to the Grantee:
 - 1.2.1 the right to carry out work in the Easement Area to maintain the Easement Area and the right for the Grantee's employees or contractors (but not the general public) to proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment for the purposes of carrying out that work; and
 - 1.2.2 the right to maintain or replace the fence between the Grantor's and Grantee's Land, and the right for the Grantee's employees or contractors (but not the general public) to proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment for the purposes of carrying out that work.
- 1.3 The Grantor grants to the Grantee the right to establish a track on the Easement Area, to repair and maintain any existing track on the Easement Area, and (if necessary for either of those purposes) to alter the state of the land over which the easement is granted.
- 1.4 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.5 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

2 General rights and duties

- 2.1 The Grantor must not do on the Easement Area anything that will interfere with or restrict the rights under this Easement. This includes the Grantor not planting anything but grass on the Easement Area.
- 2.2 Except as provided in this Easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.3 The Grantee will comply with all statutory or regulatory requirements, standards or codes of practice relating to the use of the Easement and, in particular, regulations and codes of

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DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

practice relating to the Health and Safety in Employment Act 1992 and the Resource Management Act 1991.

3 Repair, maintenance, and costs

- 3.1 The Grantee must keep and maintain the Easement Area in good order and repair and tidy, and in a standard suitable for its activities.
- 3.2 The Grantee must meet any associated requirements of the relevant local authority.
- 3.3 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.4 Subject to 3.5, the Grantee at its sole cost must maintain the predator-proof fence between the Grantor's and the Grantee's Land in good and substantial order and repair at all times.
- 3.5 The Grantor will repair at its cost all damage caused to the predator-proof fence between the Grantor's Land and Grantee's Land through the Grantor's (including its agents, servants and invitees) negligence or improper actions.
- 3.6 Notwithstanding the provisions of the Fencing Act 1978, the Grantee shall be solely responsible for all costs associated with the erection of, replacement of, and maintenance and repair of the predator-proof fence between the Grantor's and the Grantee's Land and the replacement of it by another predator-proof fence.
- 3.7 The Grantee may, at its sole cost, remove the predator-proof fence with a view to replacing the predator-proof fence with an adequate fence (as defined in the Fencing Act 1978). If the Grantee does so, then:
 - 3.7.1 the Grantee must make good all resulting damage; and
 - 3.7.2 the parties will do all things reasonably necessary to register the surrender of this Easement; and
 - 3.7.3 the provisions of the Fencing Act 1978 shall apply as between the parties.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the Easement, the Grantee may, if reasonably necessary and subject to the prior consent of the Grantor, which must not be unreasonably withheld —
 - 4.1.1 enter upon the Grantor's Land by a reasonable route agreed with the Grantor and with all necessary tools, vehicles, and equipment for the purposes of carrying out the relevant work; and

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time whilst work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage or disturbance done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damage caused by the Grantee to any buildings, erections, improvements, vegetation or fences on the Grantor's Land provided that the Grantee shall not be required to compensate the Grantor for any erection, improvement, vegetation or fences located on the Easement Area that are required to be removed for the purposes of establishing a track on the Easement Area or carrying out work to the predator-proof fence.
- 4.7 Immediately after passing through any gates, the Grantee must close such of them as were closed and lock such of them as were locked immediately before such passing through.
- 4.8 The Grantee must take reasonable precautions for guarding against any danger (including, but without limitation, fire, physical danger or disease), and in particular shall comply with all conditions that may be imposed from time to time by any lawful authority.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
- (i) meet the obligation; and

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Easement Instrument	Dated:	Page of pages
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- (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this Easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

6.5 OPOUAHI STATION ACCESS EASEMENT

Form 3 Easement instrument to grant easement or *profit à prendre*, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Land registration district Hawke's Bay	BARCODE
Grantor <i>Surname must be underlined</i> LANDCORP HOLDINGS LIMITED	
Grantee <i>Surname must be underlined</i> [insert trustee names of] the Maungaharuru Tangitū Trust	
Grant* of easement or <i>profit à prendre</i> or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or <i>profit à prendre</i> set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).	
Dated this day of 20	
Attestation	
See annexure schedule _____ Signature [common seal] of Grantor	Signed in my presence by the Grantor _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>
See annexure schedule _____ Signature [common seal] of Grantee	Signed in my presence by the Grantee _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>
Certified correct for the purposes of the Land Transfer Act 1952.	
<div style="border: 1px solid black; width: 300px; height: 20px; margin: 0 auto;"></div> [Solicitor for] the Grantee	

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Annexure Schedule 1

Easement instrument

Dated

Page 2 of [7] pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	[Subject to survey – currently marked "A" on the plan attached in Annexure Schedule 3]	[Section 1 Survey Office Plan 10198, computer freehold register HB 27348]	[HB 589217]

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

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

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Annexure Schedule 2

Right of Way

1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [] on survey office plan [] ("the Easement Land"), and the right to repair and maintain the Easement Land in accordance with the following terms.

Right of Way Easement Terms and Conditions

2. The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot, on horse or with Vehicles, and with any kind of machinery, implement, farm animal or working animal, over and along the Easement Land subject to the following conditions:
 - (a) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall take all reasonable and proper precautions to guard against danger (including, but without limitation, fire, physical damage, disease or spread of noxious weed and pests) on the Servient Land or adjoining land, and, notwithstanding clause 3, 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 any rights under this Easement;
 - (b) the Grantor will at all times be entitled to maintain locked gateways across the Easement Land for the purpose of controlling other vehicular access, provided that the Grantor provides the Grantee with keys for such gateways;
 - (c) the Grantee will ensure that at all times all gates are shut and locked immediately after use;
 - (d) the Grantee will not light any fire on or adjacent to the Easement Land;
 - (e) the Grantee will not use the Easement Land for any purpose other than for access and stock moving purposes;
 - (f) subject to clause 2(j), the Grantee will remain on the Easement Land and will at all times comply with all applicable traffic laws and regulations and travel at a responsible speed across the Easement Land having due regard to the nature of the formation of the Easement Land and shall avoid inconvenience to users of any areas adjacent to the Easement Land;
 - (g) the Grantee shall not erect any structures on the Servient Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
 - (h) the Grantee will comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor (provided such conditions are notified to the Grantee in writing) or other lawful authority; and
 - (i) the Grantee will not use or operate any Vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
 - (j) the Grantee's right to move farm animals over and along the Easement Land is conditional upon the farm animals being kept under proper control to ensure they:

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

- (i) are moved quickly;
- (ii) do not stop and graze the Easement Land;
- (iii) are only moved during daylight hours; and
- (iv) as much as is reasonably possible, are prevented from straying off the Easement Land.

Repair and Maintenance

3. The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of the Easement Land commensurate with the use made by the Grantee **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to the Easement Land which was the sole result of the Grantor's negligent use of the Easement Land and **PROVIDED THAT** subject to clause 4, the Grantee may at its option carry out repairs or maintenance to the Easement Land at its cost on first giving prior written notice to that effect to the Grantor. The cost incurred in by the Grantee in carrying out such repairs and maintenance shall be off-set against any payment which the Grantee is otherwise required to make to the Grantor pursuant to this clause.
4. When carrying out any repairs, maintenance or improvements to the Easement Land under clause 3, the Grantee shall not:
 - (a) widen the Easement Land; or
 - (b) alter the location of the Easement Land; or
 - (c) alter the way in which the run-off from the Easement Land is disposed of; or
 - (d) change the nature of the surface of the Easement Land; or
 - (e) park or store equipment or material on the Easement Land,without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
5. If either party neglects or refuses to carry out or pay for works required in respect of the right of way on the Easement Land and reasonable agreement cannot be reached between them on the issue, then the party willing to proceed may serve notice on the other party requiring that party to join in or pay for the work and if after the expiry of twenty-one (21) days from the delivery of the notice the party in default refuses to join in or pay for the work, then the party willing to proceed may carry out and pay for the work and the party in default shall be liable to pay its share of the cost of the work and the same may be recoverable by action at law as a liquidated debt.
6. If the Grantor or the Grantee desire to upgrade the Easement Land for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
7. The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any forest produce on the Easement Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

8. The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm or other offensive weapon, or kill or trap any animals or birds, over or on the Servient Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
9. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

Grantor not to interfere with Grantee's Rights

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

Grantee not to interfere with Grantor's Rights

11. The Grantee will not at any time, do permit or suffer to be done any act whereby the Grantor's use and enjoyment of the Servient Land will be interfered with.

Dispute Resolution

12. (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 (28) days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within ten (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

13. 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.

Definitions and Interpretation

- 14.1 **Definitions:** In this Easement unless the context otherwise requires:

"**Easement**" means this easement;

"**Easement Land**" means that part of the Servient Land over which the right of way under this Easement is granted [being approximately 10 metres in width and shown marked "A" on the plan attached – subject to survey];

"**Grantee**" means the trustees from time to time of the Maungaharuru Tangitū Trust and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns;

"**Grantor**" means Landcorp Holdings Limited and where the context permits includes any licensee, lessee, invitees, successors or assigns; and

"**Servient Land**" means part of the land in computer freehold register HB 27348 being Section 1 Survey Office Plan 10198.

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

"**Vehicles**" is limited to farming vehicles, being a ute or 4WD or other similar vehicles typically used for off-road/farming purposes only.

14.2 **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.
- (d) where any act requires the approval or consent of the other party, such approval is not to be unreasonably or arbitrarily withheld or delayed.

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

Annexure Schedule 2

SIGNED as a Deed on *[date]*

SIGNED for and on behalf of
LANDCORP HOLDINGS LIMITED
as Grantor by its directors

)
)
)

Name of director

Signature of director

Name of director

Signature of director

in the presence of:

Witness Signature

Address

Occupation

SIGNED by
[insert trustee names of]
[Maungaharuru Tangitū Trust]
as Grantee in the presence of:

)
)
)

Signature

Witness signature

Full name

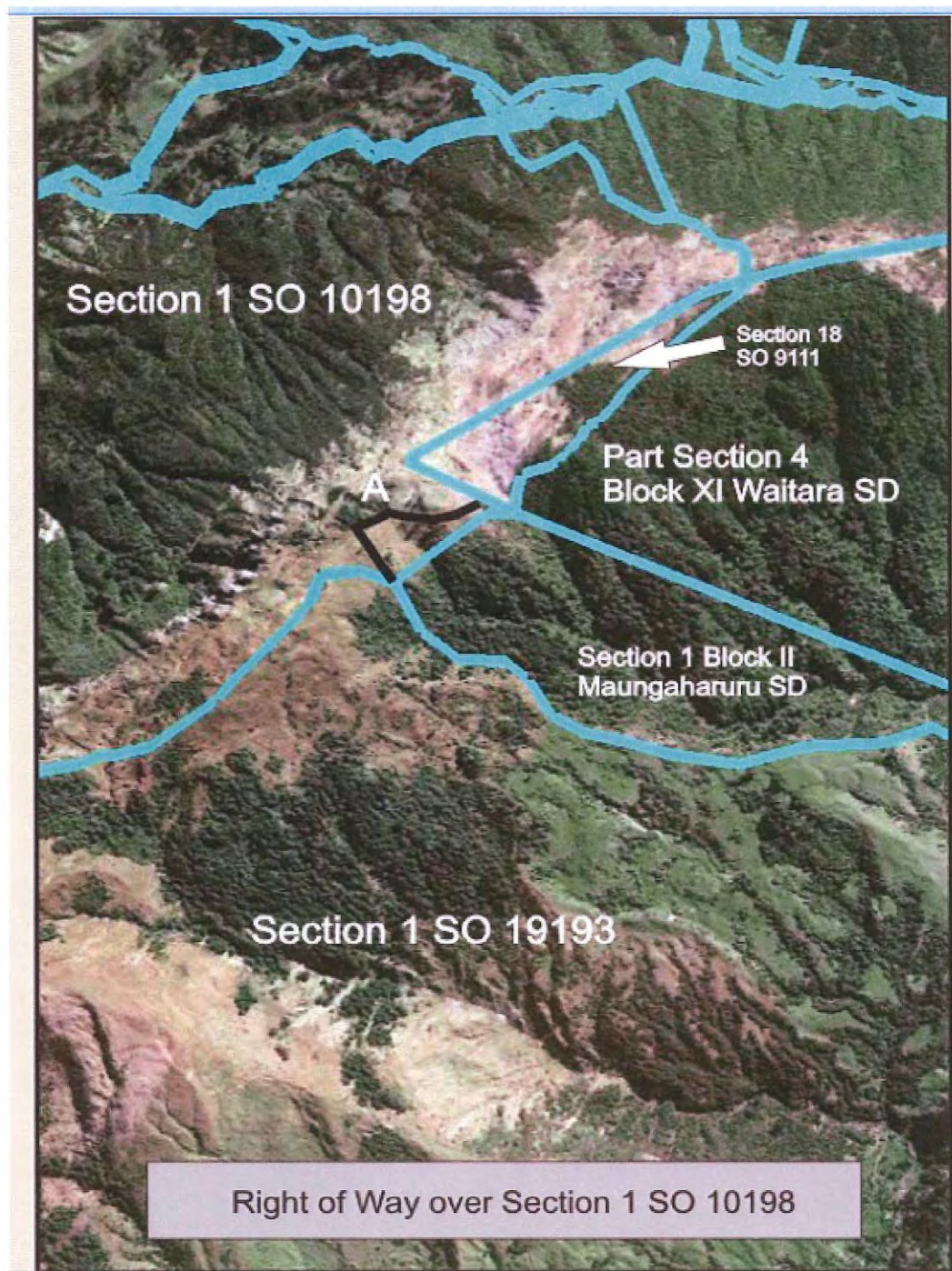
Address

Occupation

DOCUMENTS SCHEDULE

6: ENCUMBRANCES

ANNEXURE SCHEDULE 3



7 TE KAWENATA

THE MAUNGAHARURU-TANGITŪ HAPŪ
and
THE MINISTER OF CONSERVATION
and
THE DIRECTOR GENERAL OF CONSERVATION

TE KAWENATA

[date]

TABLE OF CONTENTS

1	THE MAUNGAHARURU-TANGITŪ HAPŪ
2	BACKGROUND
3	TE KAWENATA AREA
4	PURPOSE
5	JOINT OBJECTIVE
6	THE HAPŪ OBJECTIVES
7	THE DEPARTMENT OF CONSERVATION - TE PAPA ATAWHAI
8	PARTNERSHIP PRINCIPLES
9	PRIORITY AREAS
10	TE KAWENATA IMPLEMENTATION AND MEETINGS
11	COMMUNICATIONS AND INFORMATION SHARING
12	PLANNING AND PROJECTS
13	STATUTORY AUTHORISATIONS
14	CULTURAL MATERIALS
15	PLACE NAMES
16	SIGNIFICANT PLACES AND OTHER TAONGA
17	STATUTORY LAND MANAGEMENT
18	NATURAL HERITAGE
19	WATER QUALITY, FISHERIES AND HABITATS
20	MARINE MAMMALS
21	RESOURCE MANAGEMENT ACT 1991 AND ADVOCACY
22	INFORMATION AND CONFIDENTIALITY
23	SPECIAL ARRANGEMENTS
24	DISPUTE RESOLUTION
25	TE KAWENATA REVIEW AND AMENDMENT
26	TERMS OF AGREEMENT

DOCUMENTS

7: TE KAWENATA

27	DEFINITIONS.....
	SCHEDULE 1 – PRIORITY AREAS.....
	SCHEDULE 2 – TE KAWENATA AREA MAP.....

1 THE MAUNGAHARURU-TANGITŪ HAPŪ

Kia haruru a Maungaharuru. Me tūtira te puninga
Kurumōkihi, Ngāi Tauira e, Marangatūhetaua, Ngāi Te Ruruku ki Tangoio
Nika rā ngā Hapū e

Papaki kau ana ngā tai o Tangoio, Tangitū, Waipātiki, Arapawanui
Waiohingānga, Te Ngarue me Waikari ō tātau waiū e

Pōkarekare ana ngā roto Orakai, Opouahi, Waikōpiro, Tūtira, Te Pōhue
Punanga te Wao hai pātaka kōrero mō āna whakahina e

Kia tairanga ngā mahi ki ngā pānga whenua, me ngā waiū hoki
kia toitū te mana o Te Ao Tūroa
kia pūmau ai te wahanga mō ngā ino

Kia haruru a Maungaharuru. Me tūtira te puninga.

Let the great mountain Haruru reverberate. Resolute the family will be
Kurumōkihi, Ngāi Tauira, Marangatūhetaua, Ngāi Te Ruruku of Tangoio
these are the sub-tribes

Breaking are the tides of Tangoio, Tangitū, Waipātiki, Arapawanui against the cliffs
Our tributaries of vitality are Waiohingānga, Te Ngarue and Waikari

The lakes of Orakai, Opouahi, Waikōpiro, Tūtira, Te Pōhue ripple
Punanga te Wao is the house of knowledge for its descendants

Multiple layers of work are required for us to keep our land and our life providing waters
immaculate so that the mana of the land of this world remains, thus our land, and waters can be
held onto unwaveringly for our descendants.

Let the great mountain Haruru reverberate. Resolute the family will be.

Whakataukākī - proverb

Ka tuwhera a Maungaharuru, ka kati a Tangitū
Ka tuwhera a Tangitū, ka kati a Maungaharuru

When the season of Maungaharuru opens, the season of Tangitū closes

When the season of Tangitū opens, the season of Maungaharuru closes

- 1.1 According to kōrero tuku iho, this whakataukākī (proverb):
 - 1.1.1 describes the Takiwā (traditional area) of the Hapū – from Maungaharuru in the west, to Tangitū (the sea) in the east; and
 - 1.1.2 it proclaims ahi-kā-roa (long occupation) of the Hapū and the inherited right as tāngata whenua to exercise mana whenua and mana moana through undisturbed occupation back to the original ancestors who first settled the land.
- 1.2 Movement of the Hapū was dictated by the seasons. Winter time was the season for gathering food from the mountains and its surrounds. Summer was the season for gathering food from the sea, rivers, lagoons and the surrounding lands. This gave rise to another proverb.

Ko tō rātou pā kei ngā rekereke

Their pā were in their heels

- 1.3 The Hapū had access to an economy that gave them sustenance through all the seasons of the year without having to leave their Hapū boundaries.
- 1.4 The Hapū Takiwā, includes Tangitū (the coast and sea) and the peaks of Maungaharuru, northwards of the Waikare River to the Waitaha River and south to the former Te Whanganui-ā-Orotu (Napier inner harbour). This Takiwā included a significant area of coast, inland forests and the resource-rich waters of the many rivers and lakes.
- 1.5 The Hapū have cultural, spiritual, traditional and historic associations with the lands, waters and Flora and Fauna of their Takiwā and have a responsibility as kaitiaki in accordance with their tikanga to preserve, protect, and manage all those natural and historic resources (including whenua, ngahere, awa, rongoā, wāhi tapu and other taonga) within that Takiwā.

Tirohanga whakamua - vision

- 1.6 A key grievance of the Hapū is the loss and degradation of virtually all of their taonga: their mountain, lands, pā, wāhi tapu and other places of significance, lakes, wetlands, rivers and coast, through the actions or inaction, of the Crown. Their mamae expressed in the Treaty settlement negotiations was that they are “tāngata whenua with no whenua” and that the decline in health and wellbeing of those taonga co-relates to the decline in health and wellbeing of the Hapū. The Waitangi Tribunal recognised these grievances in the Mohaka ki Ahuriri Report 2004.
- 1.7 The Hapū have developed a vision for themselves and their taonga. It envisages:
 - 1.7.1 recognising the mana whenua, mana moana of the Hapū;

DOCUMENTS

7: TE KAWENATA

- 1.7.2 cementing their connections to their taonga;
 - 1.7.3 the Hapū fully exercising their kaitiakitanga; and
 - 1.7.4 the flourishing of their taonga.
- 1.8 The Hapū wish to establish an ongoing and active partnership between the Hapū and the Crown in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoā, and other taonga (land, forest, waterways, fisheries, cultural sites and resources) in their Takiwā reflecting not only the significance of those resources and their restoration and protection to the Hapū, but also the wider public interest in the enjoyment and conservation of those resources.
- 1.9 The Hapū wish to enter into a true Treaty based partnership with the Crown in relation to the management of the land, forest, waterways and resources within the Hapū Takiwā.

2 BACKGROUND

- 2.1 The Hapū initially had aspirations of seeking the return of all their land that was taken from them through raupatu (confiscation). However, the Crown retains little land in their Takiwā and most of that is Conservation Land, much of which was not suitable for vesting in the Hapū.
- 2.2 The Hapū agreed to conclude their cultural redress negotiations on the basis that some areas of Conservation Land would be vested in the Hapū and that the Hapū and the Crown would enter into a Kawenata to provide a robust partnership arrangement over the remaining Conservation Land.
- 2.3 The Hapū and the Crown signed an Agreement in Principle on 22 September 2011. It provided for a Kawenata to be developed based on the principles outlined in schedule 3 of that agreement.
- 2.4 Te Kawenata reconnects the Hapū to the governance of all areas of Conservation Land.
- 2.5 The Partners intend to establish and maintain a positive, collaborative and enduring partnership that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987 and which requires the Partners to act towards each other reasonably and with utmost good faith.

3 TE KAWENATA AREA

- 3.1 Te Kawenata applies across Te Kawenata Area.

4 PURPOSE

- 4.1 The purpose of Te Kawenata is to:
- 4.1.1 recognise the mana of the Hapū and their interest in, and special relationship with, the Conservation Land;
 - 4.1.2 reflect the commitment of the Crown (represented by the Department) and the Hapū to enter into a new relationship based on partnership as provided for in Te Kawenata;

DOCUMENTS

7: TE KAWENATA

- 4.1.3 set out how the Governance Entity and the Department will establish and maintain a positive, collaborative and enduring partnership consistent with section 4 of the Conservation Act 1987 regarding the management of the Conservation Land;
 - 4.1.4 provide a framework and mechanisms for the Governance Entity to engage in and have meaningful input into policy, planning and decision making processes in the Department's management of the Conservation Land and to advocate the conservation of natural and historic resources generally; and
 - 4.1.5 improve the quality of conservation management decisions through each Partner obtaining a better understanding of the other Partner's perspectives and, where possible, seeking consensus on outcomes.
- 4.2 The Department considers that building strong relationships with the Hapū is fundamental to understanding their interests in the Conservation Land. To strengthen this relationship, the Department is committed to finding practical ways for involving the Hapū in the decision-making processes in accordance with this Kawenata.

5 JOINT OBJECTIVE

- 5.1 The Hapū and the Department are committed to restoring and protecting the health and wellbeing of the Conservation Land for future generations.

6 THE HAPŪ OBJECTIVES

- 6.1 The Hapū have a holistic interconnectedness with the ecosystems within their Takiwā and their relationship with their taonga is central to their spiritual and physical wellbeing, tribal identity and culture.
- 6.2 The Hapū are kaitiaki and have a responsibility to protect the health and wellbeing of those ecosystems and other taonga in the Conservation Land in accordance with their tikanga.
- 6.3 The Hapū objectives for the Conservation Land are to:
- 6.3.1 restore, protect and enhance the health and wellbeing of their taonga and, wherever possible, to reintroduce and regenerate the indigenous Flora and Fauna;
 - 6.3.2 promote projects for regeneration within their Takiwā which will enhance the overall value and ecological and cultural health and wellbeing of the Conservation Land for future descendants of the Hapū;
 - 6.3.3 protect the historical, cultural and spiritual values of Significant Places;
 - 6.3.4 promote the integrated, holistic and co-ordinated approach to management of the Conservation Land;
 - 6.3.5 ensure the public are correctly informed of the traditional associations of the Hapū with the Conservation Land;

DOCUMENTS

7: TE KAWENATA

- 6.3.6 restore and protect the relationship of the Hapū as kaitiaki of the Conservation Land in their Takiwā, recognising the Hapū will always remain; and
- 6.3.7 encourage social, cultural, spiritual and economic development for the Hapū.

7 THE DEPARTMENT OF CONSERVATION - TE PAPA ATAWHAI

- 7.1 The Department of Conservation/Te Papa Atawhai is the Crown agency responsible for managing Conservation Land and other resources as provided for in the Conservation Act 1987 and has functions under a number of other Acts. Its functions include advocating for the conservation of the natural and historic resources heritage of New Zealand, and managing “for conservation purposes, all land, and all other natural and historic resources” under the Conservation Legislation. The Department must interpret and administer the Conservation Legislation to give effect to the principles of the Treaty of Waitangi, to the extent required under the Conservation Legislation.

8 PARTNERSHIP PRINCIPLES

- 8.1 Te Kawenata is an agreement based on the Treaty of Waitangi concepts of partnership and by which the Department will give effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. The overriding principles which will govern the relationship are therefore the principles of the Treaty of Waitangi as they are understood and developed over time.
- 8.2 The Partners agree that the Department will conduct the relationship through the Governance Entity or a related organisation, unless the Partners agree otherwise.
- 8.3 The Department will seek to avoid actions which would be a breach of the Treaty of Waitangi and will acknowledge and respect the rights of the Hapū in their ancestral lands, water, sites, resources and other taonga.
- 8.4 The Partners agree that the following principles will guide their relationship, the implementation of Te Kawenata and the exercise of their respective roles and functions under Te Kawenata:
 - 8.4.1 as Treaty partners, the Partners are equals in the relationship;
 - 8.4.2 adopting a positive and collaborative approach to partnership, including acting in good faith, fairly, reasonably and with integrity, honesty and the highest level of transparency and accountability;
 - 8.4.3 active protection of the Hapū in the use of their taonga to the fullest extent practicable;
 - 8.4.4 acknowledging that the relationship is evolving, not prescribed;
 - 8.4.5 committing to an enduring relationship;
 - 8.4.6 engaging early with the other Partner at the appropriate level on issues that affect the interests of the other Partner;
 - 8.4.7 operating with a “no surprises” approach;

DOCUMENTS

7: TE KAWENATA

- 8.4.8 respecting the independence of the Partners and their individual mandates, roles and responsibilities;
 - 8.4.9 ensuring the relationship is consistent with the Treaty of Waitangi and its principles;
 - 8.4.10 applying shared knowledge and expertise including mātauranga Māori and the latest scientific methods; and
 - 8.4.11 enabling and supporting the use of te reo and tikanga of the Hapū.
- 8.5 When implementing Te Kawenata, the Partners agree that they will:
- 8.5.1 seek to give effect to the joint objective set out in clause 5;
 - 8.5.2 promote an integrated, holistic and collaborative approach to management of the Conservation Land;
 - 8.5.3 recognise and avoid adverse cumulative effects, and potential cumulative effects, of activities undertaken on the health and wellbeing of the Conservation Land;
 - 8.5.4 apply a precautionary approach towards decisions that may result in significant adverse effects; and
 - 8.5.5 take into account each Partner's ability to make commitments within their capacity and resources.

Engagement principles

- 8.6 Where the Partners are required to engage under Te Kawenata, the Department will:
- 8.6.1 provide Notice to the Governance Entity of the matters to be the subject of engagement as soon as reasonably practicable following identification or determination of the matters to be the subject of the engagement;
 - 8.6.2 provide the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the engagement given any Time Constraints relating to those matters;
 - 8.6.3 ensure, as far as possible given any Time Constraints, that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the engagement;
 - 8.6.4 approach the engagement with an open mind and genuinely consider the suggestions, views or concerns that the Governance Entity may have in relation to any of the matters that are the subject of the engagement;
 - 8.6.5 use reasonable endeavours to identify a mutually acceptable solution, and if requested, meet with the Governance Entity to discuss possible options for resolution of the relevant matter and seek a consensus on a preferred option. Any solution must be consistent with the applicable Conservation Legislation and the Statutory Planning Documents; and

DOCUMENTS

7: TE KAWENATA

- 8.6.6 if consensus is not reached within an agreed timeframe that permits any Time Constraints to be met, the Department may exercise its decision making powers and functions in relation to any of the matters that are the subject of the engagement.
- 8.7 Where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 8.6.6, the Department will promptly provide Notice to the Governance Entity on the decision made as a result of the engagement, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

Consultation principles

- 8.8 Where the Department is required to consult with the Governance Entity under Te Kawenata, the Department will:
- 8.8.1 provide Notice to the Governance Entity of the matters to be the subject of consultation as soon as reasonably practicable following identification or determination of the matters to be the subject of the consultation;
- 8.8.2 provide the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the consultation given any Time Constraints relating to those matters;
- 8.8.3 ensure, as far as possible given any Time Constraints, that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the consultation; and
- 8.8.4 approach the consultation with an open mind and genuinely consider the suggestions, views or concerns that the Governance Entity may have in relation to any of the matters that are the subject of the consultation.
- 8.9 Where the Department has consulted with the Governance Entity on a matter, it will promptly provide Notice to the Governance Entity on the decision made as a result of the consultation, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.
- 8.10 When making submissions as provided for in clauses 8.6.2 or 8.8.2 the Governance Entity will set out reasons for the Governance Entity's position.

9 PRIORITY AREAS

- 9.1 As agreed by the Crown and the Hapū in the Deed of Settlement there will be a partnership approach in relation to the management of Priority Areas. This will mean:
- 9.1.1 the Partners will use best endeavours to jointly agree conservation priorities and projects for these Priority Areas;
- 9.1.2 if, despite best endeavours, consensus is not reached within an agreed timeframe that permits any Time Constraints to be met, the Department may

DOCUMENTS

7: TE KAWENATA

exercise its decision making powers and functions in relation to such conservation priorities and projects; and

- 9.1.3 where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 9.1.2 the Department will promptly provide Notice to the Governance Entity on the decision it has made, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

10 TE KAWENATA IMPLEMENTATION AND MEETINGS

- 10.1 The Partners will meet as soon as practicable after Te Kawenata is signed to discuss implementing Te Kawenata, including the long-term strategic objectives for their relationship, and developing a plan to implement Te Kawenata.
- 10.2 Following the initial meeting provided for in clause 10.1, the Partners will meet annually to discuss implementing Te Kawenata through the annual business planning process meeting described in clause 12.3 (Annual Business Planning Process). In addition to this meeting, the Department will:
- 10.2.1 hold an annual meeting between the Governance Entity and the Department's senior staff including the Area Manager and Pou Tairangahau, and where requested by the Governance Entity, the Conservator; and
- 10.2.2 provide reasonable opportunities for the Governance Entity to meet with the Department's managers and staff to discuss issues arising from time to time under Te Kawenata.

11 COMMUNICATIONS AND INFORMATION SHARING

Operational matters

- 11.1 The Partners will maintain effective and open communication with each other on an ongoing basis on operational matters including by:
- 11.1.1 discussing operational issues as required at the request of either Partner; and
- 11.1.2 sharing information in an open manner as requested by either Partner.
- 11.2 The Governance Entity will provide Notice to the Department of the names and contact details of key contacts within the Governance Entity.
- 11.3 The Department will:
- 11.3.1 maintain a record of the names and contact details of key contacts notified by the Governance Entity in accordance with clause 11.2;
- 11.3.2 provide Notice to the Governance Entity of the names and contact details of key contacts within the Department, and any changes to those contacts; and
- 11.3.3 appoint the Area Manager as the primary point of contact for the Governance Entity and liaison person with other staff of the Department.

Notice of policy directions, research reports, and nominations

11.4 The Department will as soon as practicable:

- 11.4.1 provide Notice to the Governance Entity of any of its new policy directions, including any matters that may relate to the legislative scheme for the Conservation Land, and will provide the Governance Entity with copies of those policy directions;
- 11.4.2 provide the Governance Entity with copies of any research reports it receives relating to matters within Te Kawenata Area; and
- 11.4.3 provide Notice to the Governance Entity when nominations are being sought for appointments to the Conservation Board.

Training

11.5 The Department will:

- 11.5.1 provide training for relevant Department staff and will seek an opportunity to brief Conservation Board members on the content of the Deed of Settlement and Te Kawenata; and
- 11.5.2 provide the Governance Entity with the opportunity to train relevant staff and will seek an opportunity to brief the Conservation Board members on the history of the Hapū, and their association with the Conservation Land, tikanga, and cultural, spiritual and historic values.

Notice to third parties about Te Kawenata

11.6 Where relevant, each Partner will inform other organisations with whom it works, including central government agencies and conservation stakeholders, about the content of the Deed of Settlement and Te Kawenata and provide on-going information as required.

Information sharing

11.7 If the Governance Entity requests information for the purposes of assisting it to exercise its rights under Te Kawenata, then the Department, where practicable and subject to clause 11.9, will make available to the Governance Entity all existing information that it holds.

11.8 Where information is requested by the Governance Entity for the purposes of an upcoming meeting and the Department is unable to provide the information immediately then, subject to clause 11.9:

- 11.8.1 the Department will ensure that the information is provided to the Hapū 20 working days before the meeting; or
- 11.8.2 where the Department is unable to provide the information 20 working days before the meeting, the Partners will:
 - (a) endeavour to agree upon an alternative time period for the information to be provided; or

DOCUMENTS

7: TE KAWENATA

- (b) on request of the Governance Entity, adjourn the meeting until the Governance Entity has received the information and had a reasonable time to consider it.

11.9 Where the Department is to provide information to the Governance Entity under Te Kawenata, this information will be provided subject to the provisions of the Official Information Act 1981, Privacy Act 1993, and other relevant Acts.

Notices to be in writing

11.10 All Notices under Te Kawenata must be in writing, either by way of mail, or electronic mail.

12 PLANNING AND PROJECTS

Statutory and non statutory planning

12.1 The Department will engage with the Governance Entity on any matters relating to the Conservation Land, if it decides to develop, review or amend any:

- 12.1.1 Statutory Planning Documents; or
- 12.1.2 non-statutory conservation plans or strategies.

Annual business planning process

12.2 The Department undertakes a business planning process prior to the beginning of each new financial year. This business planning process determines the Department's work priorities and commitments for the year throughout the Conservancy. For the Department, the business planning process is largely the responsibility of the Area Managers.

12.3 As provided for in clause 10.2 (Te Kawenata implementation and meetings), the Partners will meet at an early stage in the annual business planning process to engage on:

- 12.3.1 the Department's proposals for work plans and projects to be undertaken in Te Kawenata Area;
- 12.3.2 projects the Governance Entity proposes for inclusion in the Department's work plans to be undertaken in Te Kawenata Area;
- 12.3.3 identifying potential projects including projects under clause 9 (Priority Areas) or other matters to be undertaken together or separately;
- 12.3.4 planning and budget priorities within the Conservancy as they relate to or may affect conservation management in Te Kawenata Area;
- 12.3.5 the priorities for proposed projects to be taken forward by the Department into its business planning process and considered along with other priorities for the Conservancy;
- 12.3.6 strategies to assist the Department to manage the Conservation Land; and
- 12.3.7 any other matters relating to the implementation of Te Kawenata.

DOCUMENTS

7: TE KAWENATA

- 12.4 The Partners will also use the annual meeting described in clause 12.3 to consult on cross-organisational opportunities as provided for in clause 23.1 (Cross-organisational opportunities).
- 12.5 If requested by the Governance Entity, the Department will provide Notice to the Governance Entity at a reasonable time prior to the annual meeting referred to in clause 12.3 on any matter provided for by Te Kawenata.
- 12.6 If the Department decides to proceed with a project proposed by the Governance Entity, the Department will engage with the Governance Entity to determine how the Partners will collaborate to implement that project. Unless the Partners agree otherwise, the Department will finalise a work plan and a timetable, before implementing such a project in that business year, in accordance with the resources which have been allocated in the business plan.
- 12.7 If the Department decides to proceed with a project that it has proposed, the Department will discuss with the Governance Entity whether the Governance Entity wishes to participate in that project.

Projects

- 12.8 The Governance Entity may propose projects to be undertaken in Te Kawenata Area outside the annual business planning process and the Partners will engage on the feasibility of undertaking the proposed project.
- 12.9 The Partners will engage on projects proposed by third parties relating to the Conservation Land.
- 12.10 The Department will look for opportunities to support, through means other than the Department's funding, projects proposed by the Governance Entity that do not meet the Department's funding priorities, but which are consistent with its objectives.
- 12.11 The Department will invite the Governance Entity to participate in specific projects, including the Department's education, volunteer and conservation events and programmes.

National programmes, policies and issues

- 12.12 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes.
- 12.13 When it conducts national programmes the Department will:
- 12.13.1 provide Notice to the Governance Entity of the national sites and species programmes on which the Department will be working, and where those programmes are relevant to Te Kawenata Area, provide opportunities for the Hapū to participate in those programmes;
 - 12.13.2 provide Notice to the Governance Entity of research and monitoring projects which are being carried out by the Department within Te Kawenata Area, and

DOCUMENTS

7: TE KAWENATA

provide opportunities for the Hapū to participate in that research and those projects; and

12.13.3 provide the Governance Entity with copies of any completed research reports relating to any species within Te Kawenata Area.

12.14 The Department will consult with the Governance Entity on any new national plans, programmes, policies or issues that will have significant impacts on the Conservation Land.

Changes to structure, policy and legislation affecting Te Kawenata

12.15 The Department will engage with the Governance Entity, with a view to preserving the intent, scope and effectiveness of Te Kawenata, on:

12.15.1 any proposed restructuring or re-organisation of the Department including any proposed restructuring of the Conservancy or Area Office relating to Te Kawenata Area; and

12.15.2 any proposed legislative amendments or proposed changes to national policy affecting the Department's activities in Te Kawenata Area.

12.16 In addition to the engagement provided for by clause 12.15, where the Governance Entity requests, the Department will consult with the Governance Entity on any significant issue regarding the Conservation Legislation.

13 STATUTORY AUTHORISATIONS

Applications for statutory authorisations

13.1 When the Department is approached regarding a proposed Statutory Authorisation application or a renewal of a Statutory Authorisation application, which relates to Te Kawenata Area, it will promptly provide Notice to the Governance Entity, and encourage the prospective applicant to consult with the Governance Entity.

13.2 The Department will engage with the Governance Entity on Statutory Authorisation applications and renewals of Statutory Authorisation applications. When engaging with the Governance Entity on such a matter, the Department will follow the principles of engagement set out in clause 8.6 (Engagement principles), and will:

13.2.1 promptly provide the Governance Entity with copies of the application;

13.2.2 provide separate Notice to the Governance Entity, prior to any Statutory Authorisation being publicly notified;

13.2.3 where either Partner requests, meet or, as otherwise agreed, correspond with the Governance Entity, to engage on how concerns such as negative impacts might be mitigated or avoided;

13.2.4 advise the applicant of concerns identified by the Governance Entity, and if appropriate, encourage communication between the applicant and the Governance Entity to resolve impacts identified by the Governance Entity;

- 13.2.5 unless the application is withdrawn, have regard to the outcome of any discussions under this clause and more generally to the Governance Entity's views on the application when considering whether to grant the application; and
- 13.2.6 after making a decision to grant or decline a Statutory Authorisation, provide Notice to the Governance Entity of the Department's decision, and the reasons for the decision, in particular how regard was given to the views of the Governance Entity as required by clause 13.2.5.

Applications by the Governance Entity

- 13.3 Where the Governance Entity approaches the Department regarding a proposed Statutory Authorisation application by the Governance Entity or a renewal of a Statutory Authorisation application, the Department will engage with the Governance Entity on that application.

Implementation of statutory authorisations

- 13.4 The Department, when issuing Statutory Authorisations that give authority for other parties to manage or undertake activities on the Conservation Land, will require those parties to manage Significant Places according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993.
- 13.5 The Department will require the party to a Statutory Authorisation not to use any Hapū Information disclosed during the Statutory Authorisation process and not already in the public domain unless the consent of the Governance Entity is obtained in advance.
- 13.6 The Department will, subject to clause 11.9 (Communications and Information Sharing), provide the Governance Entity with information concerning the monitoring of conditions of Statutory Authorisations for which the Hapū have expressed an interest in being informed.

Concession opportunities

- 13.7 The Department will, if requested by the Governance Entity, assist in the development of concession proposals involving Hapū members by providing technical advice on the concession process.

14 CULTURAL MATERIALS

Developing a cultural materials plan

- 14.1 Current legislation generally requires some form of authorisation for the gathering of Cultural Materials from the Conservation Land.
- 14.2 The Partners will engage to develop and agree a Cultural Materials plan which will provide for the Governance Entity to enable Hapū members to take and use Cultural Materials in accordance with the plan.
- 14.3 The plan will:

DOCUMENTS

7: TE KAWENATA

- 14.3.1 prescribe streamlined authorisation processes (including multi-site and multi-take permits) for Hapū members to take Cultural Materials from the Conservation Land to the extent permitted by the Conservation Legislation; and
- 14.3.2 identify sites, methods, conditions and quantities relating to the multi-site and multi-take permits set out in the plan.
- 14.4 When the Partners agree on the taking of Cultural Materials under the plan, the Department should issue the required authorisations to the Governance Entity as provided for in the plan.
- 14.5 Where the Partners engage on the Cultural Materials plan, appropriate Department experts and Hapū experts in mātauranga Māori will take part.

Review and amendment

- 14.6 The Governance Entity may propose that new species are included in the Cultural Materials plan on an incremental basis and the Partners will engage on the feasibility of the proposal.
- 14.7 The Department will engage with the Governance Entity to amend the Cultural Materials plan:
 - 14.7.1 if an unforeseen event (such as a fire) takes place that affects sites included in the plan;
 - 14.7.2 if, through monitoring, it is found that the impacts of a harvest under the plan is having a significant negative impact on the values for which the Conservation Land is held; or
 - 14.7.3 if there is a change in the status of a species under the plan (including if it is classified as threatened or at risk).
- 14.8 The Cultural Materials plan will be reviewed at least once every five years, but will continue to confer the ability of the Governance Entity to enable Hapū members to gather Cultural Materials as contemplated in clause 14.2.

Obligations of the department relating to authorisations

- 14.9 The Department will engage with the Governance Entity before undertaking any activity which may affect the ability of Hapū members to collect Cultural Materials under the plan.
- 14.10 The Department will:
 - 14.10.1 engage with the Governance Entity whenever there are requests from other persons to take Cultural Materials from the Conservation Land;
 - 14.10.2 if requested by the Governance Entity, assist as far as reasonably practicable, the Hapū to obtain Flora for propagation;
 - 14.10.3 provide, as far as reasonably practicable, ongoing advice to the Governance Entity on the establishment of its own cultivation areas, and managing and propagating Flora;

- 14.10.4 engage with the Governance Entity to identify and implement projects on the Conservation Land where re-vegetation planting, restoration and enhancement of indigenous Flora may be appropriate;
- 14.10.5 develop, as far as reasonably practicable, procedures for monitoring levels of use of Cultural Materials in accordance with relevant legislation and appropriate Hapū tikanga; and
- 14.10.6 waive any authorisation costs for Cultural Materials applications made by the Hapū or their members.

Cultural Materials from the Department's operations

- 14.11 The Department will, as far as reasonably practicable, provide the Governance Entity with access to Flora or dead Fauna or materials from both, which become available as a result of Department operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death, through natural causes or otherwise.

15 PLACE NAMES

- 15.1 Where an application for a name change is made by a third party under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008 for a Crown Protected Area or any of its natural features in Te Kawenata Area, the Partners will engage on whether to support the application.
- 15.2 If a name change is proposed by either Partner under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008 for a Crown Protected Area or any of its natural features in Te Kawenata Area, then prior to the application being made, the Partners will engage on an appropriate name including reinstatement of a traditional place name.
- 15.3 Where either Partner is considering naming or renaming any Conservation Land or features or facilities on the Conservation Land, the Partners will engage on an appropriate name including reinstatement of a traditional place name.

16 SIGNIFICANT PLACES AND OTHER TAONGA

Significant places

- 16.1 The Hapū consider that their Significant Places are taonga, and the Department acknowledges and respects the importance of these taonga to the Hapū by fulfilling the obligations in Te Kawenata.
- 16.2 The Department has a statutory role to conserve historic resources on the Conservation Land and will endeavour to do this for Significant Places in association with the Hapū and according to Hapū tikanga.
- 16.3 The Department will engage with the Governance Entity on practical ways in which the Hapū can exercise kaitiakitanga over their Significant Places and other taonga managed by the Department.
- 16.4 The Department will:

DOCUMENTS

7: TE KAWENATA

- 16.4.1 manage Significant Places according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993 and in co-operation with the Hapū;
 - 16.4.2 engage on the recording, mapping and protecting of Significant Places to prevent their desecration or damage;
 - 16.4.3 provide Notice to the Governance Entity if the Department intends to undertake any physical work in a Significant Place; and
 - 16.4.4 provide Notice to the Governance Entity if kōiwi are found within Te Kawenata Area.
- 16.5 On becoming aware of a Significant Place within Te Kawenata Area, the Department will:
- 16.5.1 provide Notice to the Governance Entity of the information that the Department has acquired;
 - 16.5.2 seek the advice of the Governance Entity regarding the Significant Place; and
 - 16.5.3 not undertake any activities within Te Kawenata Area which could reasonably be expected to damage or interfere with an identified Significant Place.
- 16.6 The Partners will engage to establish processes for dealing with information on Significant Places in a way that recognises both:
- 16.6.1 the management challenges that confidentiality can present; and
 - 16.6.2 the requirements of the Hapū.

Repatriation of taonga

- 16.7 The Department will engage with the Governance Entity to obtain permission for the repatriation to the Hapū under the Protected Objects Act 1975 of any taonga that are, or are likely to be, identified by the Hapū (by the reference numbers given to them in accordance with that Act) as being in the possession of the Department.
- 16.8 Where the Governance Entity requests, the Department will engage with the Hapū on the repatriation of any taonga.

Art work

- 16.9 The Department acknowledges that the Hapū regard their traditional art forms and works as taonga which must be respected and protected. Such traditional art forms include whakairo (carving in wood, stone, or bone), tukutuku (reed panelling on the inside walls of whare), tāniko and raranga (including designs on textiles in plaiting and weaving) and kōwhaiwhai (painted designs on wood and on the walls of rock shelters). It is of primary importance to the Hapū that these taonga retain integrity in their creation and are properly cared for according to tikanga.
- 16.10 As these works will represent and reflect the specific cultural traditions and representations of the Hapū and these occupations involve appropriate ritual and rules,

DOCUMENTS

7: TE KAWENATA

the choice of the artist or tohunga whakairo (carver) is important to the Hapū. Where the Department wishes to commission or collect works of art which relate to the Hapū or Te Kawenata Area or which will be located within Te Kawenata Area, the Department will seek the prior approval of the Governance Entity to the artist or tohunga whakairo.

16.11 Where Hapū members have provided an art work for Department facilities or a work is commissioned in accordance with clause 16.10 the Department will:

16.11.1 maintain a register of such works;

16.11.2 ensure that these works are properly protected and maintained;

16.11.3 agree with the Governance Entity any change to a work's location; and

16.11.4 if the Department no longer requires the work, restore the work to the artist, or failing the artist, the Governance Entity, to be its kaitiaki.

17 STATUTORY LAND MANAGEMENT

17.1 The Hapū have an ongoing interest in the range of statutory land management activities that occur within Te Kawenata Area.

17.2 If the Governance Entity requests, the Partners will engage on any proposal by the Hapū to have the Conservation Land reclassified.

17.3 The Department will engage with the Governance Entity before it proposes or if a third party notifies the Department that it intends to propose:

17.3.1 establishing any new, or reclassifying any existing Conservation Land;

17.3.2 any vestings or management appointments under the Reserves Act 1977;

17.3.3 establishing a marine protected area under the Department's jurisdiction (including marine reserves and marine mammal sanctuaries);

17.3.4 other management arrangements with third parties; or

17.3.5 disposing of Conservation Land.

17.4 Where clause 17.3 applies, the Department should ensure the Governance Entity has or continues to have input into the management of the Conservation Land so affected. This should include having special conditions relating to Te Kawenata where an administering body has a reserve vested in it or is appointed to control and manage a reserve.

17.5 In the case of proposed management arrangements, the Partners will also engage on whether the arrangement should be subject to any conditions.

17.6 At the request of the Governance Entity, the Partners will engage on whether the Hapū wish:

17.6.1 under the Reserves Act 1977, to be granted a vesting or appointed to control and manage a reserve in Te Kawenata Area; or

17.6.2 under the Conservation Act 1987, to be appointed to manage a marginal strip in Te Kawenata Area.

18 NATURAL HERITAGE**Species and habitat protection**

- 18.1 The Partners share aspirations of protecting ecosystems and indigenous Flora and Fauna within Te Kawenata Area.
- 18.2 One of the Department's key functions is to ensure the preservation and protection of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 18.3 The Governance Entity will identify the species of particular significance to the Hapū in light of their cultural, spiritual, historical or traditional associations. The Department will engage with the Governance Entity on developing, implementing or amending any species recovery programmes that apply within Te Kawenata Area.
- 18.4 The Hapū wish to be involved in the naming of any new species that are located within Te Kawenata Area. If the Department issues a research permit to a third party scientist to collect, or if the Department's scientists collect new material in Te Kawenata Area, the Department will request those scientists to consult with the Hapū when developing the names of any new taxon (family, genus, species, subspecies, variety or forma).

Pest control

- 18.5 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand and is a key function of the Department. The Department carries out pest control in a way that maximises value from the limited resources available.
- 18.6 The Partners will engage on the strategic outcomes sought from pest control programmes within Te Kawenata Area including:
- 18.6.1 monitoring programmes;
 - 18.6.2 using poisons; and
 - 18.6.3 co-ordinating pest control where the Hapū are the adjoining landowner.
- 18.7 The Department will:
- 18.7.1 engage with the Governance Entity on developing and implementing pest control activities in relation to Te Kawenata Area, particularly in relation to the use of poisons and biological controls including genetically modified organisms;
 - 18.7.2 provide the Governance Entity with opportunities to review programmes and outcomes; and
 - 18.7.3 where practicable, coordinate its pest control programmes with those of the Hapū.

19 **WATER QUALITY, FISHERIES AND HABITATS**

Riparian management

- 19.1 For the purposes of the Conservation Act 1987, freshwater includes waters of estuaries, coastal lagoons, wetlands, and the mouths of rivers and streams.
- 19.2 The Department and the Hapū have a mutual concern to ensure effective riparian management that will contribute to protecting and restoring water quality and prevent the contamination of freshwater.
- 19.3 For the Hapū, the health and wellbeing of freshwater bodies, including their banks and margins, and associated Flora and Fauna, is of primary importance.
- 19.4 The Department will take all reasonable steps to manage the banks and margins of waterways on Conservation land to prevent destruction of the riparian habitat and the contamination of waterways and the wider environment as a result of its activities.
- 19.5 The Department and the Governance Entity will engage to identify activities that will promote effective riparian management.

Freshwater fisheries and habitat

- 19.6 The Department's functions include preserving, as far as practicable, all indigenous freshwater fisheries, and protecting recreational freshwater fisheries and their respective habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on Conservation Land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through the Resource Management Act 1991. Freshwater fisheries are managed under two sets of legislation: the Fisheries Acts 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department). The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act 1987.
- 19.7 The Hapū have identified freshwater habitats, and all indigenous freshwater species present or formerly present in Te Kawenata Area, as having a high cultural value.
- 19.8 The Department acknowledges that the Hapū have a customary interest in whitebait fisheries in Te Kawenata Area and that section 26ZH of the Conservation Act 1987 permits the Hapū to fish for whitebait outside the season set by the Whitebait Fishing Regulations 1994.
- 19.9 The Partners will consult on guidelines to enable the Department to undertake its compliance and enforcement roles relating to whitebait fishing in Te Kawenata Area.

Engagement

- 19.10 The Partners will engage to ensure that the relevant staff members of the Department are aware of the relevant Hapū tikanga relating to freshwater, the Flora and Fauna of those habitats, including customary freshwater fisheries, and their habitats within Te Kawenata Area.

DOCUMENTS

7: TE KAWENATA

- 19.11 The Department will engage with the Governance Entity in the conservation and management (including research and monitoring) of freshwater, customary freshwater fisheries and freshwater fish habitats.
- 19.12 The Department will engage with the Governance Entity:
- 19.12.1 on whether to grant applications for the transfer and release of freshwater fish species, including eels, in accordance with section 26ZM of the Conservation Act 1987; and
 - 19.12.2 where the Department is entering into formal or informal arrangements with any third party that relate to the management of marginal strips within Te Kawenata Area.
- 19.13 At the request of either Partner, the Partners will engage to identify areas for co-operation relating to:
- 19.13.1 projects relating to fish passage, minimum flows, protecting riparian vegetation and habitats, improving water quality, and restoring, rehabilitating, or enhancing customary freshwater fisheries and other fauna and their freshwater habitats; and
 - 19.13.2 developing or contributing to research and monitoring programmes, and where reasonably practicable, inviting the Hapū to participate where the Department is developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and other Flora and Fauna and their environmental and habitat requirements.

20 MARINE MAMMALS

- 20.1 The Hapū have a kaitiaki responsibility for preserving, protecting and disposing of marine mammals within Te Kawenata Area and ensuring cultural protocols are observed in interactions with these mammals.
- 20.2 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Protection Regulations 1992. These provide for establishing marine mammal sanctuaries, issuing permits in respect of marine mammals, disposing of sick or dead specimens, and preventing harassment of marine mammals. All species of marine mammal occurring within New Zealand and New Zealand fisheries waters are protected under the Marine Mammals Protection Act 1978. Under that Act the Department has responsibilities for protecting, conserving, and managing all marine mammals, including their disposal and the health and safety of its staff, any volunteers under the Department's control, and the public.
- 20.3 Te Kawenata provides general guidelines for co-operation in managing marine mammal strandings in Te Kawenata Area; the recovery by the Hapū of bone and other material from dead marine mammals for cultural purposes and the gathering of scientific information resulting from marine mammal strandings.

Notices of strandings

- 20.4 The Partners will provide Notice to each other of contact persons who will be available at short notice on a marine mammal stranding. The Governance Entity will authorise their contact person to make decisions on the desire of the Hapū to be involved.
- 20.5 The Partners will:
- 20.5.1 promptly advise to each other, through the nominated contact persons, of all stranding events that come to their attention within Te Kawenata Area; and
 - 20.5.2 identify in advance, where practical, sites which may not be used for disposing of a dead marine mammal due to health and safety requirements or the possible violation of Hapū tikanga.

Euthanasia

- 20.6 There may be circumstances during a stranding in which euthanasia is required, including where the marine mammal is obviously distressed or it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make reasonable efforts to inform the Governance Entity before any decision to euthanise.

Disposal

- 20.7 If the Governance Entity does not wish to recover the bone or otherwise participate in disposing of a dead marine mammal, it will advise the Department, whereupon the Department will take responsibility for disposing of the remains.
- 20.8 Subject to the prior agreement of the Department, where the Hapū disposes of a dead marine mammal, 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.

Marine mammal material following scientific examination

- 20.9 Both the Department and the Hapū 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 marine mammals, including their availability to the Governance Entity, will depend on the species.
- 20.10 Common dolphins (*Dolphinus delphis*), long finned pilot whales (*Globicephala melas*) and sperm whales (*Physeter macrocephalus*) should be available to the Hapū for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the Partners.
- 20.11 Other species of marine mammals are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has a higher priority. In most instances, bone from this category will be made available to the Hapū after autopsy if the Governance Entity requests.

- 20.12 Depending on the species involved, the autopsy team may request the removal of all or part of the marine mammal for the purpose of an autopsy or for the retention of the skull or animal. The Department will engage with the Governance Entity on whether to grant any such requests.
- 20.13 The Department will engage with the Governance Entity on whether to grant an application to retain or collect marine mammal material from Te Kawenata Area (including the retention by the autopsy team or Te Papa/Museum of New Zealand of parts of or whole marine mammals).
- 20.14 If the Department approves another New Zealand-based organisation that is not the Governance Entity to take any marine mammal from within Te Kawenata Area, it will do so on the condition that if the organisation no longer requires that marine mammal (at some future date), the skeletal remains will be offered to the Hapū.

21 RESOURCE MANAGEMENT ACT 1991 AND ADVOCACY

- 21.1 The Partners both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include effects on indigenous Flora and Fauna and their habitats. From time to time, the Partners will seek to identify further issues and areas of mutual concern.
- 21.2 It is recognised that the Partners' concerns in any particular resource management issue may diverge and that each Partner will continue to make separate submissions in any Resource Management Act 1991 processes.
- 21.3 At the Governance Entity's request, the Department will discuss with the Governance Entity the Department's general approach in respect of advocacy, and identify:
- 21.3.1 the Partners' respective priorities and issues of mutual concern; and
 - 21.3.2 areas for co-operation by the Partners in advocacy.
- 21.4 The Partners will consult each other before making submissions on issues of mutual concern under the Resource Management Act 1991.

22 INFORMATION AND CONFIDENTIALITY

Principles

- 22.1 The Department acknowledges:
- 22.1.1 the Hapū are entitled to the recognition of the full ownership, control and protection of their taonga, including their intellectual property;
 - 22.1.2 the Hapū have rights and interests in their taonga within their Takiwā, including their rights to ownership, protection and custody of Hapū Information; and
 - 22.1.3 the importance to the Hapū, that the Department engages with the Governance Entity, and keeps it fully informed about the Department's use of Hapū Information.

Confidentiality obligations

- 22.2 The Department will:
- 22.2.1 respect the privacy, dignity, culture, practices, traditions and rights of the Hapū;
 - 22.2.2 recognise and provide for the rights of the Hapū rights to protection and custody of their Hapū Information;
 - 22.2.3 subject to clause 22.4, hold the Hapū Information in the strictest confidence; and
 - 22.2.4 take any reasonable action required to ensure compliance with this clause as requested by the Governance Entity.
- 22.3 The Department will not, without the Governance Entity giving Notice of their prior informed consent:
- 22.3.1 use the Hapū Information or permit it to be used by any other person;
 - 22.3.2 knowingly undertake any collection of Hapū Information or approach individual Hapū members in an effort to obtain Hapū Information; or
 - 22.3.3 disclose the Hapū Information or information about the Hapū to a third party (including any Crown agency), or use Hapū Information for any purpose other than for which it was provided, except as:
 - (a) required by law; or
 - (b) is independently acquired other than in breach of Te Kawenata.
- 22.4 If the Department intends to disclose or use information where it considers one of the exceptions under clause 22.3.3 applies, it will promptly give Notice to the Governance Entity of its intention and reasons for doing so.
- 22.5 Where a third party (including another Crown agency) requires or requests Hapū Information from the Department, the Governance Entity will only give its consent if that third party enters into a release of information agreement with it.
- 22.6 Ongoing engagement is necessary to maintain prior informed consent and any prior informed consent is applicable only to the specific purpose of each consent. For clarity, the Department acknowledges that the Governance Entity may withdraw their prior informed consent by providing Notice to the Department, but this will not affect any disclosure made before that withdrawal.
- 22.7 The Department will circulate the Hapū Information within the Department on a need to know basis only and will ensure that staff are aware of the terms of Te Kawenata in respect to Hapū Information.
- 22.8 The Department will obtain the Governance Entity's agreement to any statements proposed to be included in any of the Department's planning documents (whether a Statutory Planning Document or a non-statutory plan or strategy, including any business plan or action plan) that includes or refers to any Hapū Information.
- 22.9 The Governance Entity may require the return of any Hapū Information that has been

DOCUMENTS

7: TE KAWENATA

provided to the Department and the Department shall comply except to the extent that the Department confirms that the Hapū Information has been destroyed.

- 22.10 The Department acknowledges and agrees that it has no interest in, nor will it acquire any ownership of the Hapū Information.

Visitor and public information

- 22.11 The Department has a role to share information about natural and historic heritage with visitors and the general public, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.

- 22.12 The Hapū wish to share information with the public about their tikanga, cultural, spiritual and historic values and association with the Conservation Land. The Department acknowledges the importance of that information to the Hapū, and to carrying out the Department's information dissemination role.

- 22.13 To encourage respect for the tikanga, cultural, spiritual and historic values of the Hapū and their association with the Conservation Land, the Partners will engage:

22.13.1 to raise public awareness of any positive conservation partnerships between the Hapū, the Department and other stakeholders, including, by way of publications, presentations, and seminars;

22.13.2 on how the tikanga, cultural, spiritual and historic values of the Hapū are respected in the Department's provision of visitor facilities, public information and other publications;

22.13.3 prior to the use of information about the Hapū in new interpretation panels, signs and visitor publications, including information regarding Hapū perspectives on sites, the significance of sites to the Hapū, and traditional place names; and

22.13.4 to promote Hapū participation in the Department's volunteer and conservation events programmes.

Pouwhenua

- 22.14 Pursuant to Part 3B of the Conservation Act 1987, the Governance Entity may erect and maintain pouwhenua within Te Kawenata Area subject to any terms and conditions the Director-General may impose in order to protect the conservation values of any relevant Conservation Land.

- 22.15 The Governance Entity will be responsible for maintaining the pouwhenua to a reasonable standard and access to the pouwhenua.

23 SPECIAL ARRANGEMENTS

Cross-organisational opportunities

- 23.1 As part of the annual business planning process meeting described in clause 12.3 (Annual Business Planning Process), the Partners will consult on:

DOCUMENTS

7: TE KAWENATA

- 23.1.1 opportunities and processes to share scientific and cultural information, including data and research material (including to assist the Hapū to exercise their role under Te Kawenata and as kaitiaki);
- 23.1.2 opportunities for developing mutual understanding and relationships, with respect to conservation, environmental and cultural matters within Te Kawenata Area;
- 23.1.3 opportunities for professional development and conservation capacity building for Hapū and the Department's staff, including wānanga, secondments and cadetships; and
- 23.1.4 staff changes and the key contacts in each organisation.

Contracting for services

- 23.2 Where contracts are tendered for conservation management within Te Kawenata Area (including professional services, cultural advice and pest management) the Department will provide Notice to the Governance Entity of the contract tender.
- 23.3 The Department will consider using suitably qualified Hapū members or Hapū entities as a provider of such services. The Department will, if requested by the Governance Entity, provide advice on how to achieve the technical requirements to become a provider of such services and to meet the Department's conservation management requirements.
- 23.4 In accordance with standard administrative practice, wherever the Hapū members or entities are applying to provide services, appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision making process.

Training and conservation capability building opportunities

- 23.5 The Partners will inform each other when any conservation related educational, training, or capacity building opportunities arise. The Partners will seek to ensure that the other Partner's staff or members are able to participate in such opportunities, within the resources available to them. The Governance Entity may propose candidates for these roles or opportunities.
- 23.6 The opportunities could include holiday employment, student research projects, ranger training courses, short term employment exchanges, secondments, or further opportunities for the Department's staff to learn about Hapū tikanga and mātauranga Māori, and for Hapū members to augment their conservation knowledge and skills through being involved in the Department's work programmes or training initiatives.
- 23.7 The Department will engage with the Governance Entity on the potential for developing a voluntary kaitiaki programme for the Hapū in relation to the Conservation Land.

Department staff positions

- 23.8 The Department will provide Notice to the Governance Entity when opportunities for full time positions or holiday employment arise within Te Kawenata Area.

DOCUMENTS

7: TE KAWENATA

- 23.9 The Department will consult with the Governance Entity regarding vacancies for staff primarily responsible for functions within Te Kawenata Area, including the Area Office Manager. This obligation is subject to privacy and other employment law obligations.

24 DISPUTE RESOLUTION

- 24.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable time frame. If this process is not successful, the matter may be escalated to a meeting of the relevant Conservator and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 24.2 If following the process in clause 24.1, the Partners cannot reach a negotiated outcome, they may agree to refer the dispute to an independent, and mutually agreed mediator. The costs of mediation are to be split equally between the Partners.
- 24.3 If the dispute is not resolved following mediation, and the Partners agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister, or the Minister's nominee if the Partners agree.

25 TE KAWENATA REVIEW AND AMENDMENT

- 25.1 The Partners agree that Te Kawenata is a living document that will be updated and adapted to take into account future issues, developments and opportunities.
- 25.2 If, as a result of the Partners engaging due to changes in legislation, national policy or statutory documents as provided in clauses 12.15 (Changes to structure, policy and legislation affecting Te Kawenata), the Partners agree it is necessary or desirable, they will amend Te Kawenata.
- 25.3 The Partners will undertake the first review of Te Kawenata no later than two years after the date Te Kawenata is signed, and every two years thereafter, at the request of either Partner.
- 25.4 The Partners may only vary Te Kawenata by agreement in writing.

26 TERMS OF AGREEMENT

- 26.1 Te Kawenata is entered into pursuant to section 27 of [the Maungaharuru-Tangitū Hapū Claims Settlement Act 2013] (the Settlement Legislation) and clause 5.28 of the Deed of Settlement. Te Kawenata does not override or limit:
- 26.1.1 legislative rights, powers or obligations;
 - 26.1.2 the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
 - 26.1.3 the ability of the Crown to introduce legislation and change government policy.

DOCUMENTS

7: TE KAWENATA

- 26.2 Te Kawenata does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to land or any other resource held, managed or administered under the Conservation Legislation.
- 26.3 Te Kawenata does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, the common marine and coastal area (as defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011).
- 26.4 A breach of Te Kawenata is not a breach of the Deed of Settlement.
- 26.5 If the Crown breaches Te Kawenata without good cause, the Governance Entity may:
- 26.5.1 seek a public law remedy, including judicial review; or
 - 26.5.2 subject to the Crown Proceedings Act 1950, seek to enforce Te Kawenata, but damages or compensation (with the exception of court costs) may not be awarded.
- 26.6 Clause 26.5 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.
- 26.7 Although Te Kawenata is intended to have legal effect it does not create a legal partnership.
- 26.8 If for any reason any provision of Te Kawenata is or becomes invalid or unenforceable to any extent, the remainder of Te Kawenata will not be affected, and will remain enforceable to the extent permitted by law.
- 26.9 If for any reason Te Kawenata is terminated, the obligations under clause 22 (Information and Confidentiality) will continue to bind the Partners, unless the Partners agree otherwise.

27 DEFINITIONS

Interpretation

- 27.1 In Te Kawenata:
- 27.1.1 headings are not to affect its interpretation; and
 - 27.1.2 the singular includes the plural and vice versa.

Definitions

- 27.2 In Te Kawenata:

Act means any Act of Parliament;

Conservation Land means lands, water, Flora and Fauna, or any other Resource within Te Kawenata Area, which are managed from time to time by the Department under the Conservation Legislation;

Conservation Legislation means the Conservation Act 1987 and the legislation listed in Schedule 1 of that Act;

DOCUMENTS

7: TE KAWENATA

Conservation Management Strategy has the meaning ascribed to it by the Conservation Act 1987;

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

Crown Protected Area has the meaning ascribed to it by section 4 of the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;

Cultural Materials means any Flora or materials derived from Flora from within Te Kawenata Area, and for which the Department is responsible;

Deed of Settlement means the deed of settlement dated [] between the Maungaharuru-Tangitū Hapū, the Governance Entity and the Crown;

Department means the Minister of Conservation, the Director-General of Conservation and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Fauna means animals of any kind, including any mammal, bird, reptile, amphibian, insect, crustacean, or other organism of any kind, but does not include a human being;

Flora means plants of any kind, including any angiosperm, gymnosperm, fern, or fern ally; and includes any moss, liverwort, algae, fungus, or related organism;

Governance Entity has the meaning set out in paragraph 7.1 of the General Matters Schedule of the Deed of Settlement;

Hapū means the Maungaharuru Tangitū Hapū as defined in the Deed of Settlement;

Hapū Information means any oral or written information provided by the Hapū to the Department;

Notice means a notification by either Partner to the other Partner, and as provided by clause 11.10, must always be in writing, either by way of mail, or electronic mail;

Partner means each of the Governance Entity and the Department, including their successors;

Priority Area means the Conservation Land:

- (a) specified as a priority area in Schedule 1 to Te Kawenata; or
- (b) as the Governance Entity may subsequently notify in writing to the Department for inclusion in Te Kawenata at any time the agreement is reviewed;

Resource means any natural (including indigenous biodiversity), physical, cultural and historical resource (including those valued for their spiritual significance);

Settlement Date means the date as provided for in the Settlement Legislation;

Settlement Legislation means the legislation giving effect to the Deed of Settlement;

Significant Places means sites, places, Resources or areas which are identified by the Governance Entity as wāhi tapu or otherwise significant to the Hapū;

DOCUMENTS

7: TE KAWENATA

Statutory Authorisation includes:

- (a) concessions such as a leases, licences, permits, or easements under the Conservation Act 1987 or the Reserves Act 1977;
- (b) permits or authorisations under the Wildlife Act 1953 for the purposes permitted under that Act including research, translocations, captive breeding and wildlife transfers;
- (c) access arrangements under the Crown Minerals Act 1991; and
- (d) any other statutory authorisation granted by the Department;

Statutory Planning Document means a Conservation Management Strategy, Conservation Management Plan or any other planning document provided for by the Conservation Legislation;

Takiwā has the meaning ascribed in clause 1.4;

Te Kawenata means this agreement;

Te Kawenata Area means the area identified on the map in Schedule 2 to Te Kawenata, together with the adjacent waters;

Time Constraints means any relevant statutory, national programme or project time constraints;

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

Working Day means any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, New Zealand Anniversary Day or Hawke's Bay Anniversary Day; and
- (b) a day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.

DOCUMENTS

7: TE KAWENATA

SIGNED on []

SIGNED for and on behalf of
the Hapū by

THE TRUSTEES OF MAUNGAHARURU-TANGITU TRUST

[]
Chairperson/Deputy Chairperson

[]

[]

SIGNED for and on behalf of **THE CROWN** by -
The Minister of Conservation

[]

The Director-General of Conservation

[]

DOCUMENTS

7: TE KAWENATA

SCHEDULE 1 – PRIORITY AREAS

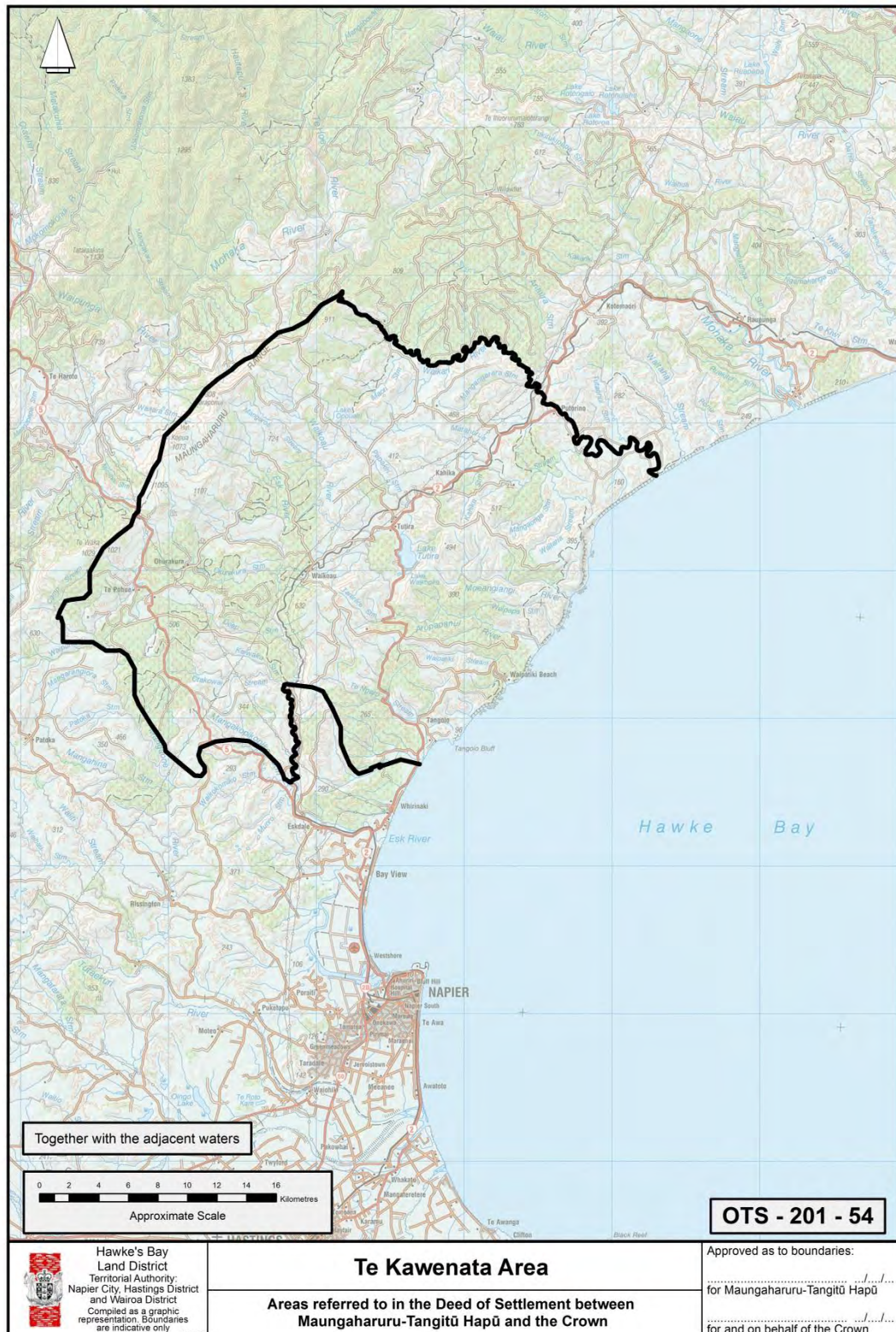
Priority Area	DOC Conservation Unit Number
Balance of the Opouahi Scenic Reserve	80027
Balance of the Tutira Domain Recreation Reserve	80072
Mangapukahu Scenic Reserve	80104
Moeangiangi Marginal Strip	80716
Tangoio Beach Marginal Strip	80715
Tangoio Falls Scenic Reserve	80079
Waipatiki Scenic Reserve	80108
Whakaari Landing Place Reserve	80086
White Pine Bush Scenic Reserve	W15033

Priority Area	DOC Conservation Unit Number
Esk River No 1 Marginal Strip	80196
Esk River No 2 Marginal Strip	80232
Moeangiangi River Marginal Strip	80203
Waikoau River Marginal Strip	80197

DOCUMENTS

7: TE KAWENATA

SCHEDULE 2 – TE KAWENATA AREA MAP



8 RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY FOR THE ENVIRONMENT AND THE TRUSTEES OF THE MAUNGAHARURU-TANGITŪ TRUST

1 PURPOSE OF THE RELATIONSHIP AGREEMENT

1.1 This relationship agreement formalises the relationship between the Ministry for the Environment (the “**Ministry**”) and the trustees of the Maungaharuru-Tangitū Trust (“**MTT**”) and establishes a framework to enable the parties to maintain a positive, and enduring working relationship, which is based on the following principles:

- (a) working consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- (b) working in a spirit of co-operation;
- (c) operating a ‘no surprises’ approach;
- (d) acknowledging that the relationship is evolving, not prescribed;
- (e) respecting the independence of the parties and their individual mandates, roles and responsibilities; and
- (f) recognising and acknowledging that parties benefit from working together by sharing their vision, knowledge and expertise.

2 RELATIONSHIP AGREEMENT AREA

2.1 This relationship agreement applies to the Relationship Agreement Area identified on the map attached in Attachment A to this relationship agreement, together with the adjacent waters (“**Relationship Agreement Area**”).

3 COMMUNICATION

3.1 The Ministry will:

- (a) participate in the relationship meetings held under clause 4;
- (b) maintain information on MTT’s office holders, and their addresses and contact details;
- (c) provide a primary Ministry contact;
- (d) inform relevant staff of the contents of this relationship agreement and their responsibilities and roles under it; and
- (e) invite MTT to participate in regional forums administered by the Ministry, if any, that are established to interact with the Ministry on environmental issues that affect the Relationship Agreement Area.

4 RELATIONSHIP MEETINGS

- 4.1 The parties agree that representatives of MTT and the Ministry will participate in an annual relationship meeting.
- 4.2 If the parties agree in writing, the annual meetings provided for in clause 4.1 may be replaced by annual joint meetings including other iwi or hapū in the Hawke's Bay region.
- 4.3 If the parties agree to annual joint meetings, representatives of the Ministry will also meet separately with MTT if and when necessary to discuss any issues of concern to the Hapū which it is not appropriate to address in a joint meeting. Where practicable, and in the interests of efficiency and best use of time and resources, any separate meetings with MTT will occur on the same day as a joint meeting.
- 4.4 Before each meeting under clause 4.1 or 4.2, representatives of MTT and the Ministry will agree administrative arrangements for the meeting(s).
- 4.5 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:
- (a) any legislative or policy developments of interest to MTT, including but not limited to reform of the Resource Management Act 1991 ("**RMA**"), freshwater issues, climate change, exclusive economic zone issues, and development of new resource management tools (in particular, national policy statements and national environmental standards);
 - (b) local authority performance in the Relationship Agreement Area in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA consistent with clause 5 below; and
 - (c) any other matters of mutual interest.
- 4.6 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 4.7 The first relationship meeting will take place within 3 months of a written request from MTT.

5 LOCAL GOVERNMENT PERFORMANCE

- 5.1 The Minister for the Environment has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).
- 5.2 The way these functions and powers are exercised varies from time to time. At the date of execution of this relationship agreement, the Ministry, on behalf of the Minister, surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.
- 5.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 5.4 Before each relationship meeting held under clause 4, the Ministry will provide MTT with:
- (a) the most recent published information from any such survey; and

DOCUMENTS

8: RELATIONSHIP AGREEMENT

- (b) details of any current or completed state of the environment monitoring, as it relates to the Relationship Agreement Area, and subject to any constraints on information sharing, including under the Official Information Act 1982 (“**OIA**”) and Privacy Act 1993.
- 5.5 The Ministry will also receive and consider any further information or comment that MTT would like to make on the effect and implementation of the RMA, including in terms of local government performance.
- 5.6 MTT acknowledges that the Ministry’s ability to act on any performance issue is limited to:
 - (a) developing practice tools for local government and Māori;
 - (b) providing information and advice to local government and Māori;
 - (c) recommending legislative or policy improvements (including, if appropriate, new national policy statements or national environmental standards);
 - (d) considering whether the information gathered on the effect and implementation of the Act is appropriate and sufficiently comprehensive; and
 - (e) considering whether the Minister should be informed of failures to implement sections 6(e), 7(a), or 8 of the RMA.
- 5.7 The Ministry will consider whether it is appropriate to take any of the above actions following each relationship meeting held in accordance with clause 4.
- 5.8 Nothing in this agreement limits the rights of MTT to pursue complaints regarding local government performance to the Minister or other agencies with investigative functions.

6 OFFICIAL INFORMATION

- 6.1 The Ministry is subject to the requirements of the OIA.
- 6.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this relationship agreement (e.g. relationship meeting minutes).
- 6.3 The Ministry will notify MTT and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments MTT wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

7 AMENDMENT

- 7.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

8: RELATIONSHIP AGREEMENT

DOCUMENTS

8: RELATIONSHIP AGREEMENT

ATTACHMENT A: RELATIONSHIP AGREEMENT AREA MAP

