

**SCHEDULE 2**

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**CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS**

**DOC PROTOCOL**

**(Clause 9.1.2)**

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**PART 1: PROTOCOLS: DOC PROTOCOL**

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE  
MINISTER OF CONSERVATION REGARDING DEPARTMENT OF CONSERVATION /  
TE PAPA ATAWHAI INTERACTION WITH NGATI TAMA  
ON SPECIFIED ISSUES**

**1. INTRODUCTION**

1.1 Under the Deed of Settlement dated [ ] between Ngati Tama and the Crown, (the "Deed of Settlement") the Crown agreed that the Minister of Conservation (the "Minister") would issue a Protocol (the "DOC Protocol") setting out how the Department of Conservation (the "Department") will interact with the Ngati Tama Governance Entity (the "Governance Entity") on matters specified in the DOC Protocol. These matters are:

1.1.1 input into business planning at the area office level

1.1.2 historic resources/Wahi tapu

1.1.3 cultural materials

1.1.4 species management

1.1.5 freshwater fisheries

1.1.6 marine mammals

1.1.7 pest control

1.1.8 the Resource Management Act 1991 (the "Resource Management Act")

1.1.9 visitor and public information

1.1.10 provision of technical assistance for the Governance Entity as an Administering Body.

1.2 For the purposes of this DOC Protocol, the Governance Entity is the body representative of the whanau, hapu and iwi of Ngati Tama who have an interest in conservation management in the DOC Protocol Area.

1.3 Both the Department and the Governance Entity are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this DOC Protocol that achieves over time the conservation policies, actions and outcomes sought by both the Governance Entity and the Department, as set out in this DOC Protocol.

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### PART 1: PROTOCOLS: DOC PROTOCOL

1.4 Ngati Tama has a responsibility in relation to the preservation, protection, and management of natural and historic resources in the DOC Protocol Area through its tino rangatiratanga and kaitiakitanga.

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

#### 2. PURPOSE OF THE PROTOCOL

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

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

#### 3. PROTOCOL AREA

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

#### 4. TERMS OF ISSUE

4.1 This Protocol is issued pursuant to section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Legislation") and clause 9.1.2 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

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

#### 5. IMPLEMENTATION AND COMMUNICATION

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

5.1.1 providing reasonable opportunities for Ngati Tama to meet with Department managers and staff;

5.1.2 the Department and the Governance Entity (or designate) meeting every six months at the area office to review implementation of the DOC Protocol and an annual hui being held between the Governance Entity and senior DOC staff including the Conservator and Area Manager;

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

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### PART 1: PROTOCOLS: DOC PROTOCOL

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

5.2 The New Plymouth Area Manager will act as the primary contact person for the Governance Entity and he or she will act as a liaison person with other departmental staff.

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

6.1 The DOC Protocol provides for ongoing implementation of a range of matters as well as special projects identified by the Governance Entity, and implementation will be over time. Some of the projects identified will need specific resourcing set aside through the Department's business planning process.

6.2 The process for the involvement of the Governance Entity in the Department's business planning process will be as follows:

6.2.1 the Department and the Governance Entity will on an annual basis identify projects that require specific resourcing;

6.2.2 the identified projects are taken into the Department's business planning process at the conservancy and regional levels and considered along with other priorities;

6.2.3 the decision on whether any of these projects will be funded in any business year will be made by the Conservator and the Regional General Manager;

6.2.4 if the Department decides to proceed with the specific project requested by the Governance Entity, the Governance Entity (or designate) and the Department will meet again, if required, to finalise a work plan and timetable for implementation of the specific projects in that business year, in accordance with the resources which have been allocated in the business plan.

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

7.1 These terms refer to places that are sacred or significant to Ngati Tama. Such places may include:

7.1.1 a burial place of Ngati Tama ancestors;

7.1.2 a place where the whenua or placenta has been buried (usually of a person of rank);

7.1.3 a place where an ancestor engaged in an activity of historical significance, for example:

(a) important ritual activities;

(b) engaging in war where Ngati Tama fought and many lives were lost;

(c) Tupuna ariki lived or engaged in activity recorded in korero, legend or proverb;

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### PART 1: PROTOCOLS: DOC PROTOCOL

- 7.1.4 a significant fishing, harvesting or food gathering place (for example paua reefs, kina beds, snapper fishing grounds, lakes);
- 7.1.5 a significant place as identified in legend;
- 7.1.6 significant geographical locations;
- 7.1.7 a place where a tragic event happened (e.g. a death);
- 7.1.8 a designated place of dwelling of taniwha or “kaitiaki” of Ngati Tama rivers, lakes or sea shores; and
- 7.1.9 old kainga or pa sites.

Wahi tapu and wahi taonga are very significant to Ngati Tama. These refer to places designated as sacred and to be respected with great reverence.

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

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- 7.5.4 ensure as far as possible when issuing concessions that give authority for other parties to manage land administered by the Department, that those parties manage the land according to the standards of conservation practice outlined in the ICOMOS New Zealand Charter 1993;
- 7.5.5 when issuing concessions to carry out activities on the land administered by the Department, request that the concessionaire consult with the Governance Entity before using cultural information of Ngati Tama;
- 7.5.6 if koiwi are found in the DOC Protocol Area, inform the Governance Entity; and
- 7.5.7 when requested by the Governance Entity seek to assist in recording and protecting wahi tapu and other places of cultural significance on land administered by the Department and where appropriate, to ensure that they are not desecrated or damaged.

#### 8. CULTURAL MATERIALS

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

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

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

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

8.3 In relation to cultural materials, the Department will:

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

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- 8.3.5 provide ongoing advice for the management and propagation of the plant stock; and
- 8.3.6 work with the Governance Entity to develop procedures for monitoring sustainable levels and methods of use.

#### 9. SPECIES MANAGEMENT

- 9.1 The Department's primary objective is to ensure the survival of 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.
- 9.2 In recognition of the cultural, spiritual, historic and/or traditional association of Ngati Tama with indigenous flora and fauna found within the DOC Protocol Area for which the Department has responsibility, the Department will in relation to the indigenous species that Ngati Tama have identified as important to them through the processes provided under clauses 5 and 6 of this Protocol:
  - 9.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, inform and provide opportunities for the Governance Entity to participate in those programmes;
  - 9.2.2 advise the Governance Entity in advance of any Conservation Management Strategy reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the DOC Protocol Area;
  - 9.2.3 where research and monitoring projects are being carried out by the Department within the DOC Protocol Area, and where it is reasonably practicable to do so, provide the Governance Entity with opportunities to participate in those projects;
  - 9.2.4 advise the Governance Entity of the receipt of any completed research reports relating to indigenous species within the DOC Protocol Area, and provide copies or the opportunity for the Governance Entity to study those reports; and
  - 9.2.5 encourage and provide advice to the Governance Entity concerning the protection or management of those species on land owned by Ngati Tama.

#### 10. FRESHWATER FISHERIES

- 10.1 Freshwater fisheries are managed under two pieces of legislation; the Fisheries Act 1983 (administered by the Ministry of Fisheries) and the Act. The Act deals specifically with the conservation of non-commercial freshwater fisheries.
- 10.2 The Department will consult with the Governance Entity and where reasonably practicable provide for its participation in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.

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- 10.3 Under clause 9.3.1 of the Deed of Settlement, the Governance Entity is appointed as an advisory committee to the Minister on all matters concerning the management and conservation within the DOC Protocol Area by the Department of the indigenous fish and other aquatic life managed by the Department. The Department will, in relation to the indigenous fish and other aquatic life and as far as reasonably practicable, provide the advisory committee with all relevant information to enable it to give informed advice, and will meet with the advisory committee at the area office level as necessary to give effect to the Deed of Settlement and Settlement Legislation.
- 10.4 The Department will work with the Governance Entity at an area office level to provide for the active participation by the Governance Entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:
- 10.4.1 seeking to identify areas for co-operation in advocacy, consistent with clause 13, focusing on fish passage, minimum flows, protection of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;
  - 10.4.2 consulting with the Governance Entity in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;
  - 10.4.3 considering the Governance Entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators;
  - 10.4.4 considering applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Act.

### 11. MARINE MAMMALS

- 11.1 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under the Act the Department of Conservation is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 11.2 The Department believes that there are opportunities to meet the cultural requirements of Ngati Tama and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Ngati Tama of bone for cultural purposes from dead marine mammals.
- 11.3 In achieving these objectives, the DOC Protocol also aims to enable the Department to give effect to the principles of the Treaty of Waitangi as expressed in section 4 of the Act, as well

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as assisting with the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.

- 11.4 Both the Department and Ngati Tama acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to Ngati Tama, will depend on the species.
- 11.5 The following species ("category 1 species") are known to strand most frequently on New Zealand shores. In principle these species should be available to the Governance Entity for the recovery of bone once scientific data and samples have been collected. If under certain circumstances there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol:
- Common dolphins (*Delphinus delphis*)
  - Long-finned pilot whales (*Globicephala melas*)
  - Sperm Whales (*Physeter macrocephalus*)
- 11.6 The following species ("category 2 species") are either not commonly encountered in New Zealand waters, or those which may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the Governance Entity after autopsy if requested:
- All baleen whales
  - Short-finned pilot whale (*Globicephala macrorhynchus*)
  - Beaked whales (all species, family *Ziphiidae*)
  - Pygmy sperm whale (*Kogia breviceps*)
  - Dwarf sperm whale (*Kogia simus*)
  - Bottlenose dolphin (*Tursiops truncatus*)
  - Hector's dolphin (*Cephalorhynchus hectori*)
  - Dusky dolphin (*Lagenorhynchus obscurus*)
  - Risso's dolphin (*Grampus griseus*)
  - Spotted dolphin (*Stenella attenuata*)
  - Striped dolphin (*Stenella coeruleoalba*)
  - Rough-toothed dolphin (*Steno bredanensis*)
  - Southern right whale dolphin (*Lissodelphis peronii*)
  - Spectacled porpoise (*Australophocoena dioptrica*)
  - Melon-headed whale (*Peponocephala electra*)
  - Pygmy killer whale (*Feresa attenuata*)
  - False killer whale (*Pseudorca crassidens*)
  - Killer whale (*Orcinus orca*)

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

## 12. PEST CONTROL

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

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**13. RESOURCE MANAGEMENT ACT**

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

**14. VISITOR AND PUBLIC INFORMATION**

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

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- 14.4.2 accurate information is provided about Ngati Tama in the Department's public information and the Department's publications;
- 14.4.3 the Department will so far as possible obtain the consent of Ngati Tama through the Governance Entity, prior to the utilisation, publication and/or disclosure of information pertaining to Ngati Tama;
- 14.4.4 Department information on new panels, signs, and visitor publications includes Ngati Tama perspectives and references to the significance of the sites to Ngati Tama where appropriate, including the use of traditional Ngati Tama place names; and
- 14.4.5 the Department will encourage Ngati Tama participation, through the Governance Entity, in the Department's volunteer and conservation events programmes.
- 15. PROVISION OF TECHNICAL ASSISTANCE TO ADMINISTERING BODY**
- 15.1 The Department on behalf of the Minister of Conservation, may provide (with or without charge subject to further agreement between the parties) conservation advice, guidance, technical and related assistance to the Governance Entity under section 39 of the Reserves Act 1977.
- 15.2 The scope of technical assistance may include matters connected with the administration, management, or development of the cultural redress properties listed in Part 2 of the Cultural Redress Schedule to the Deed of Settlement that have been provided as cultural redress to Ngati Tama under that Deed.
- 15.3 The provision of technical assistance is subject to the exercise and performance of the Department's statutory functions, powers and processes under the Conservation Act 1987; and such provisions of the Reserves Act 1977 that may apply.
- 15.4 In particular, it is accepted by the Governance Entity and recorded that the provision of any technical assistance by the Department may require specific funding and/or provision within the relevant Conservancy business plan. The process for the Department to provide any technical assistance in relation to reserves in any business year will be as follows:
- 15.4.1 the Governance Entity requests in writing and provides detail of the scope of technical assistance it seeks from the Department;
- 15.4.2 the Department will meet with the Governance Entity at Conservancy or area office level as appropriate, as soon as practicable after receipt of the request to discuss and consider the ability to fulfil that request having regard to relevant priorities in the operative Conservancy business plan, other national policy documents and any conservation management strategy and/or conservation management plan that may affect the particular reserve concerned; and
- 15.4.3 the decision on whether any specific technical assistance can be provided and on what terms (including charging) will be made by the Conservator and provided in writing to the Governance Entity. If the parties identify that the provision of technical assistance is desirable to achieve net conservation gains, but such provision can



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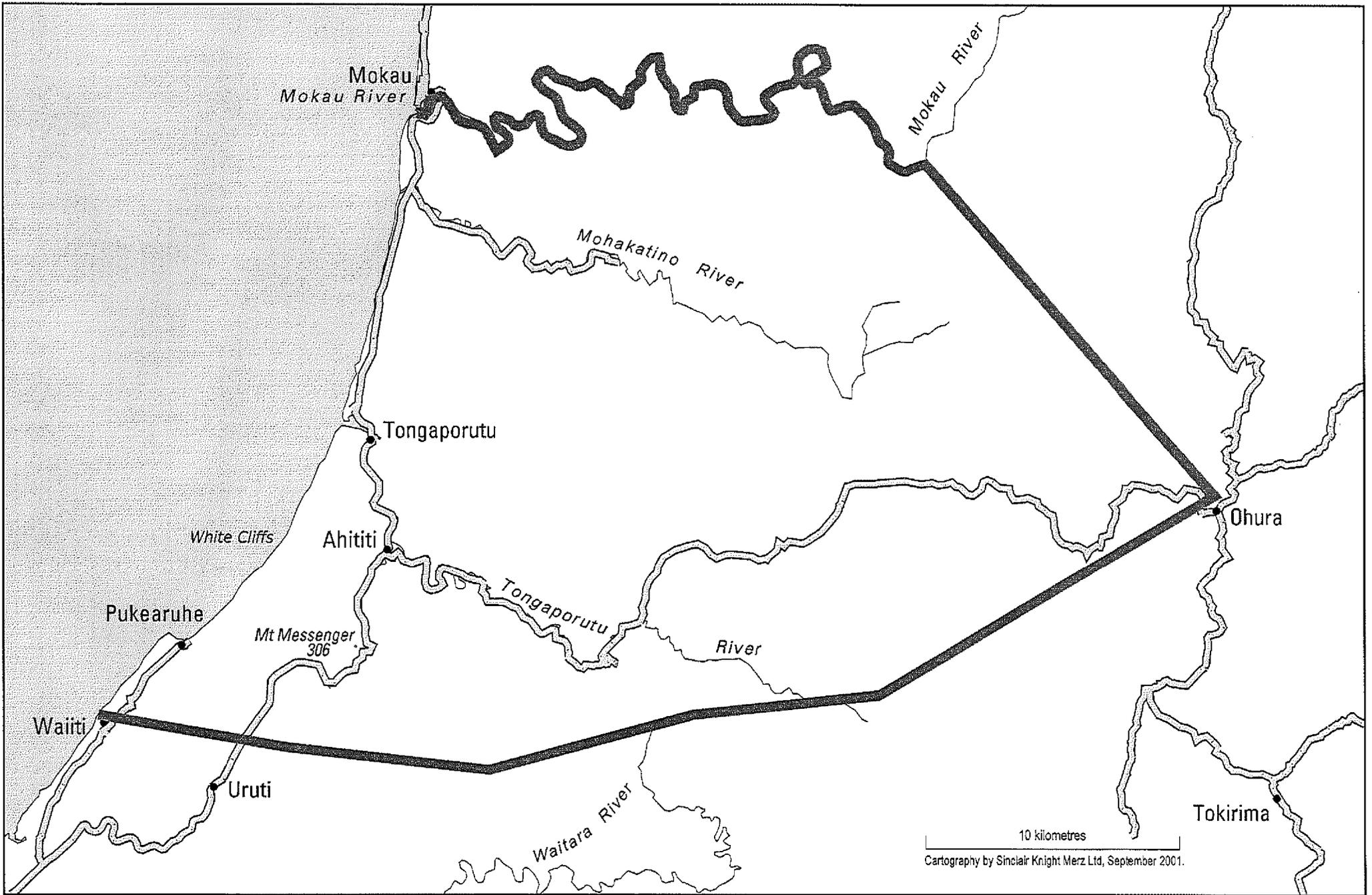
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**PART 1: PROTOCOLS: DOC PROTOCOL**

**ATTACHMENT A:**

**DOC PROTOCOL AREA**

*(The map follows this page.)*



DOC PROTOCOL AREA FOR NGATI TAMA

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**PART 1: PROTOCOLS: DOC PROTOCOL**

**ATTACHMENT B:**

**TERMS OF ISSUE**

**1. DEFINITIONS**

In this DOC Protocol:

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

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

**Ngati Tama** has the meaning set out in clause 1.4 of the Deed of Settlement;

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

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

2.1 Section [ ] of the Settlement Legislation provides that:

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

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

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

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

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

3.1.1 restrict the ability of the Crown to:

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

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

3.1.3 restrict the legal rights of Ngati Tama.

3.2 The Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whanau or other representatives of tangata whenua.

#### 4. NOTING OF PROTOCOLS

4.1 Section [ ] of the Settlement Legislation provides:

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

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

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

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

#### 5. ENFORCEABILITY OF PROTOCOLS

5.1 Section [ ] of the Settlement Legislation provides that:

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

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

5.2 The provisions included in the Settlement Legislation under clause 9.2.1(d) and (e) of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

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

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: DOC PROTOCOL**

**7. LIMITATION OF RIGHTS**

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

**FISHERIES PROTOCOL**

**(Clause 9.1.5)**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: PROTOCOLS: FISHERIES PROTOCOL**

**A PROTOCOL ISSUED BY THE CROWN THROUGH  
THE MINISTER OF FISHERIES REGARDING INTERACTION WITH NGATI TAMA ON  
FISHERIES ISSUES**

**1. INTRODUCTION**

1.1 Under the deed of settlement dated [ ] between Ngati Tama and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Fisheries (the "Minister") would issue a protocol (the "Fisheries Protocol") setting out how the Ministry of Fisheries (the "Ministry") will interact with the Ngati Tama Governance Entity (the "Governance Entity") in relation to matters specified in the Fisheries Protocol. These matters are:

1.1.1 recognition of the interests of Ngati Tama in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area, including provisions covering:

- tuna (eel);
- paua fishery; and
- prohibition of commercial harvest;

1.1.2 development of sustainability measures, fisheries regulations and fisheries plans;

1.1.3 customary non-commercial fisheries management;

1.1.4 research planning;

1.1.5 nature and extent of fisheries services;

1.1.6 contracting for services; and

1.1.7 employment of staff with customary non-commercial fisheries responsibilities.

1.2 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of the whanau, hapu and iwi of Ngati Tama who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Ngati Tama also has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries through its tino rangatiratanga and kaitiakitanga. This derives from Ngati Tama's status as tangata whenua in the Fisheries Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.3 The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

- 1.4 The Ministry and the Governance Entity are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this Fisheries Protocol, as set out in this Fisheries Protocol.
- 1.5 The Minister and the Chief Executive of the Ministry (the "Chief Executive") have certain functions, powers and duties in terms of the Fisheries Legislation and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngati Tama and the Ministry consistent with the sustainable utilisation of fisheries, this Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. The Governance Entity will have the opportunity for input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.

#### 2. PROTOCOL AREA

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

#### 3. TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Legislation") and clause 9.1.5 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

#### 4. IMPLEMENTATION AND COMMUNICATION

- 4.1 The Ministry will maintain effective consultation processes and communication networks with the Governance Entity by:
  - 4.1.1 maintaining, at national and regional levels, information provided by the Governance Entity on Ngati Tama's office holders, addresses and contact details and;
  - 4.1.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff.
- 4.2 The Ministry will:
  - 4.2.1 meet with the Governance Entity to review implementation of this Protocol at least once a year, unless otherwise agreed, at a location agreed to in advance by the Governance Entity and the Ministry;
  - 4.2.2 as far as reasonably practicable, train relevant staff on this Protocol and provide on-going training as required;

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 1: PROTOCOLS: FISHERIES PROTOCOL

- 4.2.3 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Ngati Tama settlement, and provide on-going information as required.
- 4.3 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 4.3.1 ensuring that there is early consultation with the Governance Entity at the onset of the decision making processes in relation to any matters under this Protocol;
- 4.3.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in this Protocol;
- 4.3.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and the consideration of submissions by the Governance Entity in relation to any of the matters described in this Protocol; and
- 4.3.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in this Protocol.

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

#### Taonga Fish Species

- 5.1 The Crown, through the Minister and Chief Executive, recognises that Ngati Tama have a customary non-commercial interest in, and a special relationship with, all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area and managed by the Ministry under the Fisheries Legislation.

#### Paua

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

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

- 5.3 Pursuant to clause 9.14.1 of the Deed of Settlement, the taking of the following species as target species for commercial purposes is, or will be from the Settlement Date, prohibited within the Fisheries Protocol Area:
- 5.3.1 cats eye / pupu (turbo smargdus);
- 5.3.2 freshwater mussel / kakahi (hydridella menziesi);
- 5.3.3 sea anemone / kotoretore;

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

5.3.4 sea lettuce / karengo;

5.3.5 sea urchin (kina); and

5.3.6 freshwater crayfish (waikoura).

5.4 Pursuant to clause 9.14.3 of the Deed of Settlement:

5.4.1 if it is demonstrated to the satisfaction of the Minister that there are sufficient quantities of any of the species referred to in clause 5.3 to provide for a commercial catch of that species, the Minister will consult with the advisory committee referred to in clause 9.3.2 of the Deed of Settlement in respect of any proposal to authorise the commercial taking of that species (a "Protected Target Species Commercial Catch Proposal") in accordance with:

(a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and

(b) section 12 of the Fisheries Act 1996;

5.4.2 the Minister will consult with the advisory committee referred to in clause 9.3.2 of the Deed of Settlement in relation to any proposal for the commercial fishing of the Paua Fishery in the Fisheries Protocol Area (a "Paua Commercial Catch Proposal"); and

5.4.3 the Minister will, in considering a Protected Target Species Commercial Catch Proposal or a Paua Commercial Catch Proposal, ensure that the customary non-commercial fishing interests of Ngati Tama in the species concerned are recognised and provided for in accordance with:

(i) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and

(ii) where the Protected Target Species Commercial Catch Proposal relates to the setting or varying of the Total Allowable Commercial Catch, section 21 of the Fisheries Act 1996.

#### Tuna/Eel

5.5 The Ministry recognises that Ngati Tama have a customary non-commercial interest in the tuna (eel) fishery within the Fisheries Protocol Area and in particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna.

5.6 Pursuant to clause 9.14.8 of the Deed of Settlement in each of the three years after the Settlement Date, upon receipt of written notice that the Governance Entity intends to apply to the Minister for a special permit under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996, Ministry staff shall meet with representatives of the Governance Entity, at a mutually acceptable venue and consult with the Governance Entity on:

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

5.6.1 the maximum quantity of undersize tuna (eel) that is likely to be permitted to be taken by the Governance Entity under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996 (the "Permitted Catch") from each of not more than three sites within the Fisheries Protocol Area specified by the Governance Entity to the Ministry in writing (up to a maximum of nine sites during the three year period after the Settlement Date); and

5.6.2 the likely conditions of any Permitted Catch under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch in:

(a) Waterways in the Fisheries Protocol Area; and

(b) aquacultural farms.

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

5.8 For the purposes of clauses 5.5 to 5.7:

5.8.1 tuna (eel) is defined as:

(a) *anguilla dleffenbachii* (longfinned eel);

(b) *anguilla australis* (shortfinned eel); and

(c) *anguilla rheinhartii*; and

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

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

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

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

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

### **PART 1: PROTOCOLS: FISHERIES PROTOCOL**

- 6.1.2 inform the Governance Entity, in writing, of any proposed changes in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of Fisheries Plans as soon as reasonably practicable to enable Ngati Tama to respond in an informed way;
- 6.1.3 meet with the Governance Entity to discuss any proposed sustainability measures, fisheries regulations, or Fisheries Plans, if requested by the Governance Entity to do so;
- 6.1.4 provide opportunities for the Governance Entity to participate and have input into any process to consider sustainability measures, fisheries regulations, or Fisheries Plans, including any proposals put forward by the Governance Entity itself;
- 6.1.5 incorporate the views of the Governance Entity into any advice given to the Minister or other stakeholders on matters that affect their interests and provide a copy of that advice to the Governance Entity; and
- 6.1.6 report back to the Governance Entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans.

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

- 7.1 The Ministry undertakes to provide the Governance Entity with information and assistance to assist in the management of customary non-commercial fisheries and the implementation and administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include but is not limited to:
  - 7.1.1 discussions with the Ministry's Fisheries Management and Compliance teams on the implementation of the regulations within the Fisheries Protocol Area; and
  - 7.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area.

#### **8. RESEARCH PLANNING PROCESS**

- 8.1 The Ministry will provide the Governance Entity with all reasonably available background information (including information on processes, timelines and Ministry objectives) so that the Governance Entity may have input into and participate in the research planning process of the Ministry.
- 8.2 The Ministry will consult with the Governance Entity on all research proposals for fisheries within the Fisheries Protocol Area.
- 8.3 The Ministry will provide the Governance Entity, within 30 working days of the execution of the Fisheries Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time, the Ministry will inform the Governance Entity about those changes.



**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

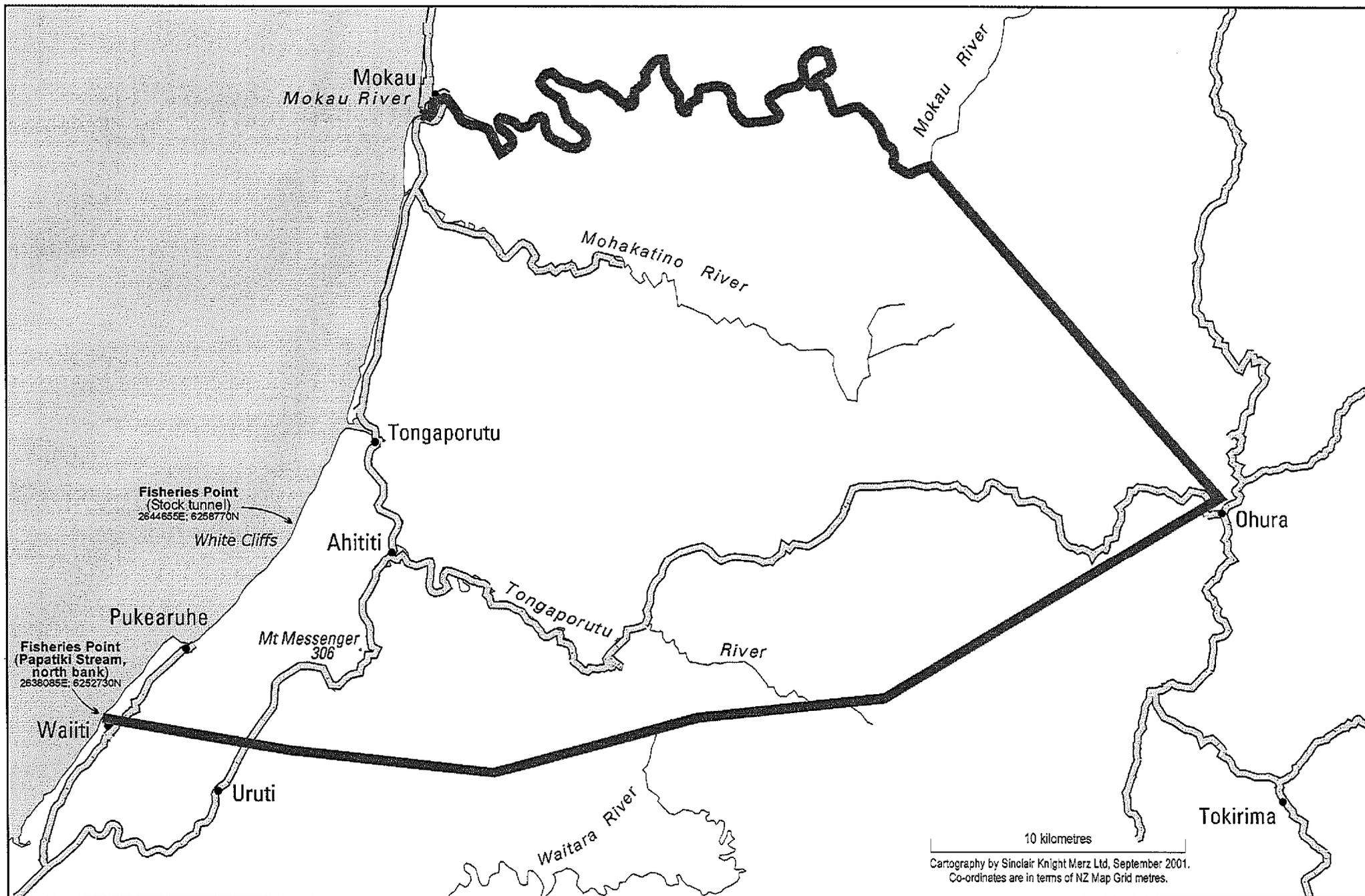
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**PART 1: PROTOCOLS: FISHERIES PROTOCOL**

**ATTACHMENT A**

**FISHERIES PROTOCOL AREA**

*(The map follows this page.)*



FISHERIES PROTOCOL AREA FOR NGATI TAMA

PART 1: PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

1. DEFINITIONS

In this Fisheries Protocol:

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

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

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

**Ngati Tama** has the meaning set out in clause 1.4 of the Deed of Settlement;

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

2. AUTHORITY TO ISSUE, AMEND OR CANCEL PROTOCOLS

2.1 Section [ ] of the Settlement Legislation provides that:

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

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

(a) the Governance Entity; or

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

3. PROTOCOLS SUBJECT TO RIGHTS AND OBLIGATIONS

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

3.1.1 restrict the ability of the Crown to:

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: FISHERIES PROTOCOL

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

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

3.1.3 restrict the legal rights of Ngati Tama.

3.2 The Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whanau or other representatives of tangata whenau.

#### 4. NOTING OF PROTOCOLS

4.1 Section [ ] of the Settlement Legislation provides that:

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

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

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

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

#### 5. ENFORCEABILITY OF PROTOCOLS

5.1 Section [ ] of the Settlement Legislation provides that:

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

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

5.2 The provisions included in the Settlement Legislation under clause 9.2.1(d) and (e) of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

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

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: FISHERIES PROTOCOL**

**7. LIMITATION OF RIGHTS**

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

**MED PROTOCOL**

**(Clause 9.1.8)**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: PROTOCOLS: MED PROTOCOL**

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE  
MINISTER OF ENERGY  
REGARDING CONSULTATION WITH NGATI TAMA BY  
THE MINISTRY OF ECONOMIC DEVELOPMENT  
ON THE ADMINISTRATION OF CROWN OWNED MINERALS**

**1. INTRODUCTION**

- 1.1 Under the Deed of Settlement dated [ ] between Ngati Tama and the Crown (the "Deed of Settlement") the Crown agreed that the Minister of Energy (the "Minister") would issue a Protocol (the "MED Protocol") setting out how the Ministry of Economic Development (the "Ministry") will interact with the Ngati Tama Governance Entity (the "Governance Entity") on matters specified in the MED Protocol.
- 1.2 Both the Ministry and Ngati Tama are seeking a healthy and constructive relationship based on the principles of the Treaty of Waitangi.
- 1.3 The purpose of the Crown Minerals Act 1991 (the "Act") is to restate and reform the law relating to the management of Crown Owned Minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of the Treaty of Waitangi.
- 1.4 The Minister is responsible under the Act for the preparation of minerals programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This Protocol will affect the Ministry's administration of petroleum under the Act in the MED Protocol Area.

**2. PURPOSE OF THIS PROTOCOL**

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

**3. PROTOCOL AREA**

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: MED PROTOCOL

#### 4. TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to clause 9.1.8 of the Deed of Settlement between the Crown and Ngati Tama and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

#### 5. CONSULTATION

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

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

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

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

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

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

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

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

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

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

#### 6. IMPLEMENTATION AND COMMUNICATION

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 1: PROTOCOLS: MED PROTOCOL

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



**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

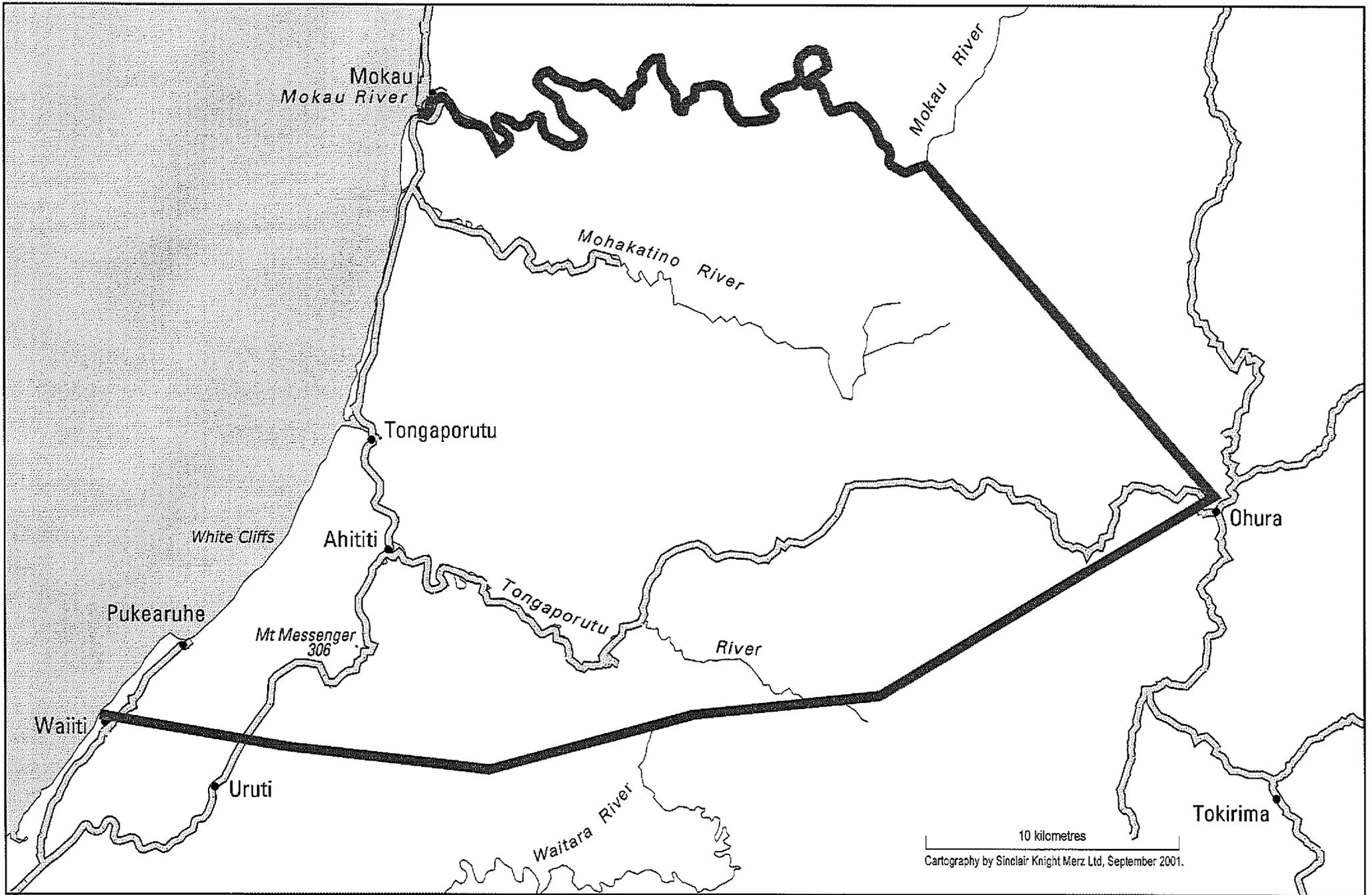
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**PART 1: PROTOCOLS: MED PROTOCOL**

**ATTACHMENT A**

**MAP OF MED PROTOCOL AREA**

*(The map follows this page.)*



MED PROTOCOL AREA FOR NGATI TAMA

ATTACHMENT B

TERMS OF ISSUE

1. DEFINITIONS

In this MED Protocol:

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

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

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

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

**Minister** means the Minister of Energy;

**Ministry** means the Ministry of Economic Development;

**Ngati Tama** has the meaning set out in clause 1.4 of the Deed of Settlement;

**Petroleum** means:

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid or solid state; 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 as in sections 10 and 11 of the Act, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes in the same or an adjacent area; and

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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### **PART 1: PROTOCOLS: MED PROTOCOL**

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

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

2.1 Section [ ] of the Settlement Legislation provides that:

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

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

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

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

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

3.1.1 restrict the ability of the Crown to:

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

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

3.1.3 restrict the legal rights of Ngati Tama.

3.2 The Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whanau, or other representatives of tangata whenua.

#### **4. NOTING OF PROTOCOLS**

4.1 Section [ ] of the Settlement Legislation provides that:

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

4.1.2 the noting of the MED Protocol issued under clause 9.1.8 of the Deed of Settlement;

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 1: PROTOCOLS: MED PROTOCOL

- (a) is for the purpose of public notice only; and
- (b) is not an amendment to the relevant minerals programme.

#### 5. ENFORCEABILITY OF PROTOCOLS

5.1 Section [ ] of the Settlement Legislation provides that:

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

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

5.2 The provisions included in the Settlement Legislation under clause 9.2.1(d) and (e) of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

#### 6. BREACH OF PROTOCOL NOT BREACH OF DEED

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

#### 7. LIMITATION OF RIGHTS

7.1 Section [ ] of the Settlement Legislation provides that the MED Protocol does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any Crown Owned Minerals held, managed or administered under the Act or any other relevant legislation.

**ANTIQUITIES PROTOCOL**

**(Clause 9.1.11)**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

#### A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGATI TAMA ON ANTIQUITIES ISSUES

#### 1. INTRODUCTION

1.1 Under the Deed of Settlement dated [ ] between Ngati Tama and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Antiquities Protocol") setting out how the Ministry for Culture and Heritage (the "Ministry") and the Minister will interact with the Ngati Tama Governance Entity (the "Governance Entity") on matters specified in the Antiquities Protocol. These matters are;

1.1.1 newly found Artifacts;

1.1.2 the export of Artifacts; and

1.1.3 the Antiquities legislative framework.

1.2 The Minister and Chief Executive of the Ministry (the "Chief Executive"), or other such persons acting in those capacities and Ngati Tama are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this Antiquities Protocol, as set out in this Antiquities Protocol.

1.3 Ngati Tama has an interest in relation to the preservation, protection and management of its Artifacts through its tino rangatiratanga and kaitiakitanga. This derives from Ngati Tama's status as tangata whenua in the Antiquities Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.4 The Minister and Chief Executive have certain functions, powers and duties in terms of the Antiquities Act 1975 (the "Act"). In exercising such functions, powers and duties, the Minister and Chief Executive will provide the Governance Entity with the opportunity for input, in the policy and decision making processes relating to the matters set out in this Protocol.

#### 2. PROTOCOL AREA

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

#### 3. TERMS OF ISSUE

3.1 This Protocol is Issued pursuant to clause 9.1.11 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

#### 4. OTHER TERMS

4.1 Other terms are defined in Attachment C.

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

5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Governance Entity within the limits of the Act. The Chief Executive will:

5.1.1 provide the Governance Entity on request with access to information held by the Ministry, as provided for by the Official Information Act 1982, including information on any Artifact identified as being of Ngati Tama origin, including items found within the Antiquities Protocol Area or found anywhere else in New Zealand;

5.1.2 notify the Governance Entity in writing of any registered Artifact found within the Antiquities Protocol Area and of any registered Artifacts identified as being of Ngati Tama origin found anywhere else in New Zealand from the date of signing of this Protocol;

5.1.3 notify the Governance Entity of its right to apply to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Artifact, or any right, title, estate, or interest in any Artifact found within the Antiquities Protocol Area or identified as being of Ngati Tama origin found anywhere else in New Zealand;

5.1.4 notify the Governance Entity of any application to the Maori Land Court from other persons or entities for determination of the actual or traditional ownership, rightful possession or custody of any Artifact, or any right, title, estate, or interest in any Artifact found within the Antiquities Protocol Area or identified as being of Ngati Tama origin found anywhere else in New Zealand;

5.1.5 if no application is made to the Maori Land Court by the Governance Entity or any other persons or entities:

(a) consult with the Governance Entity when making a decision on who may have custody of an Artifact found within the Antiquities Protocol Area or identified as being of Ngati Tama origin found anywhere else in New Zealand;

(b) notify the Governance Entity in writing of the decision made by the Chief Executive on the custody of an Artifact where the Governance Entity has been consulted; and

(c) consult with the Governance Entity where there are requests from persons or entities for the custody of Artifacts found within the Antiquities Protocol Area or identified as being of Ngati Tama origin found anywhere else in New Zealand;

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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### **PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL**

- 5.1.6 seek from the Governance Entity an expert opinion on any Artifacts of Ngati Tama origin for which a person has applied to the Chief Executive for permission to export from New Zealand; and
- 5.1.7 notify the Governance Entity in writing of the decision made by the Chief Executive on an application to export an Artifact where the expert opinion was sought from the Governance Entity.

#### **5.2 The Chief Executive will also:**

- 5.2.1 consult with the Governance Entity regarding their concerns and issues notified by the Governance Entity, about the Antiquities legislative framework;
- 5.2.2 review the implementation of this Protocol biennially unless otherwise mutually agreed in writing by the Chief Executive and the Governance Entity; and
- 5.2.3 train relevant Ministry staff on this Protocol, as far as reasonably practicable, and provide ongoing training as required.

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

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

- 6.1.1 refuse permission to remove any Artifact, or Artifacts from New Zealand; or
- 6.1.2 impose conditions on an approval to export any Artifact, or Artifacts from New Zealand;

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

#### **7. CONSULTATION**

- 7.1 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:

- 7.1.1 ensuring that there is early consultation with the Governance Entity at the onset of the decision making processes in relation to any matters under this Protocol;
- 7.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in this Protocol;
- 7.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and the consideration of submissions by the Governance Entity in relation to any of the matters described in this Protocol; and



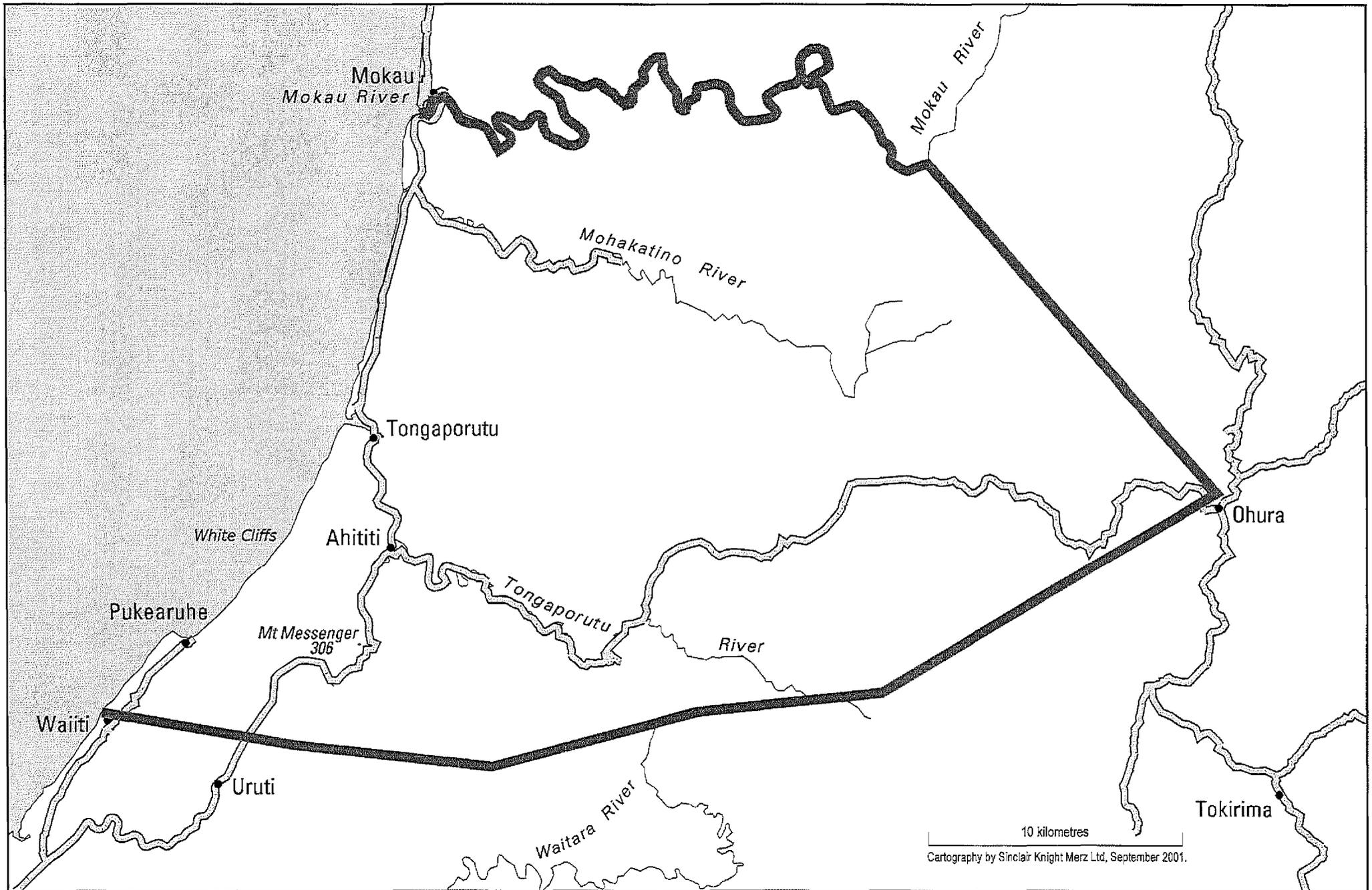
**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL**

**ATTACHMENT A  
ANTIQUITIES PROTOCOL AREA**

*(The map follows this page.)*



ANTIQUITIES PROTOCOL AREA FOR NGATI TAMA

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

#### ATTACHMENT B

#### TERMS OF ISSUE

##### 1. DEFINITIONS

In this Antiquities Protocol:

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

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

**Ngati Tama** has the meaning set out in clause 1.4 of the Deed of Settlement; and

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

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

2.1 Section [ ] of the Settlement Legislation provides that:

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

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

(a) the Governance Entity; or

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

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

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

3.1.1 restrict the ability of the Crown to:

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

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

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

### **PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL**

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

3.1.3 restrict the legal rights of Ngati Tama.

3.2 The Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whanau, or other representatives of tangata whenua.

#### **4. ENFORCEABILITY OF PROTOCOLS**

4.1 Section [ ] of the Settlement Legislation provides that:

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

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

4.2 The provisions included in the Settlement Legislation under clause 9.2.1(d) and (e) of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

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

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

#### **6. LIMITATION OF RIGHTS**

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL**

**ATTACHMENT C  
OTHER TERMS**

In this Protocol:

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

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL**

equipment, cargo, or article, as the case may be, is of national, historical, scientific, or artistic value or importance.

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

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

**LINZ PROTOCOL**

**(Clause 9.1.14)**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: LINZ PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE  
MINISTER FOR LAND INFORMATION  
REGARDING THE INTERACTION OF LAND INFORMATION NEW ZEALAND  
WITH NGATI TAMA ON SPECIFIED ISSUES**

#### 1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [ ] between Ngati Tama and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Land Information (the "Minister"), would issue a protocol (the "LINZ Protocol"), setting out how the Department for Land Information New Zealand ("LINZ") will interact with the Ngati Tama Governance Entity (the "Governance Entity") on matters specified in the LINZ Protocol.
- 1.2 For the purposes of this LINZ Protocol the Governance Entity is the body that represents the whanau, hapu, and iwi of Ngati Tama who have a customary interest in land within the LINZ Protocol Area.
- 1.3 The Minister, through LINZ, is responsible for giving effect to section 323 of the Local Government Act 1974 (the "Act").
- 1.4 The Minister and the Governance Entity seek a relationship consistent with the Treaty of Waitangi principle of partnership. That principle imposes on both Treaty partners the duty to act reasonably and in good faith and provides the basis of the actions of the Minister as set out in this LINZ Protocol.
- 1.5 Section 323 of the Act provides for the Crown to resume ownership of land that was previously vested in local authorities by section 191A of the Counties Act 1956 and that was intended to be a road but was never formed as a road. Section 323 of the Act provides only for the resumption of unformed roads (commonly referred to as "paper roads") in rural areas (outside municipal boundaries).
- 1.6 The Minister may give a local authority in which the unformed road is vested, notice of the proposed resumption of the road by the Crown, and require the Local Authority to transfer the land to the Crown. The Minister will then formalise this action by publishing a Gazette Notice. Through this Gazette Notice the land ceases to be road and is deemed to be Crown Land under the Land Act 1948.
- 1.7 In practice the Minister will normally first ensure that proposals to resume unformed roads do not adversely impact on the Crown or upon owners of properties that adjoin the unformed road who may use the unformed road for legal access. Similarly, if the road is used on a regular basis to provide pedestrian access, the Minister may decide not to resume the land unless there is a practical alternative means of access. Having determined that there is no adverse effect the Minister will request the local authority to move a resolution to return the land to the Crown as a means of providing a formal record of transfer for the local authority.
- 1.8 The Governance Entity has an interest in land within the LINZ Protocol Area.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 1: PROTOCOLS: LINZ PROTOCOL

#### 2. PURPOSE OF THIS PROTOCOL

- 2.1 The purpose of this LINZ Protocol is to create a mechanism to enable the Governance Entity to have input into Crown decision making leading up to the closure of unformed rural roads within the LINZ Protocol Area pursuant to section 323 of the Act.
- 2.2 This LINZ Protocol records that the Minister will not resume unformed legal roads from the relevant local authority unless the Minister is satisfied that the Governance Entity has been consulted.

#### 3. PROTOCOL AREA

- 3.1 This LINZ Protocol applies across the LINZ Protocol Area which means the area identified in the map included as Attachment A of this Protocol.

#### 4. TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to clause 9.1.14 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement. The terms on which this Protocol is issued are set out in Attachment B of this Protocol.

#### 5. IMPLEMENTATION AND COMMUNICATION

- 5.1 The Minister and LINZ will seek to establish and maintain effective and continuing communication with the Governance Entity by consulting with the Governance Entity on any amendments to the standards and guidelines for implementing this protocol, and providing them with a copy of any amended standards and guidelines.
- 5.2 LINZ will:
- 5.2.1 as far as reasonably practical, train relevant staff and its agents on this LINZ Protocol and provide ongoing training as required; and
  - 5.2.2 as far as reasonably practical, inform stakeholders about this LINZ Protocol and the Ngati Tama settlement, and provide ongoing information as required.

#### 6. ROLE OF LAND INFORMATION NEW ZEALAND UNDER THIS PROCESS

- 6.1 The Minister has certain administrative responsibilities under section 323 of the Act and within the limits of that legislation will ensure consultation with the Governance Entity and consultation with other parties or entities. The Minister will from *[date of legislation]* require that:
- 6.1.1 the Governance Entity is provided with a plan showing the location and area of unformed road for which an application will be made to the Minister to resume the road pursuant to section 323 of the Act;
  - 6.1.2 the Governance Entity is provided with an explanation of the reason for the application to resume the road, any alternative access that is intended to be provided,

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 1: PROTOCOLS: LINZ PROTOCOL

the intended recipient of the land once the land has been resumed by the Crown and is disposed of, and any other matter that may be of consequence to the application;

- 6.1.3 the Minister will not resume unformed legal roads from the relevant local authority unless the Minister is satisfied that the Governance Entity has been consulted;
- 6.1.4 each decision on an application referred to in clause 6.1.1 will be made having regard to the matters raised as a result of consultation with the Governance Entity, and having regard to the principles of the Treaty of Waitangi, and taking into account the circumstances of each case;
- 6.1.5 the Governance Entity is consulted on any amendments to the LINZ standards and guidelines for implementing this LINZ Protocol and provided with a copy of any amended standards and guidelines; and
- 6.1.6 as far as reasonably practical, stakeholders are informed about this LINZ Protocol and the settlement and ongoing information is provided as required.

#### EXCEPTIONS

**Note:** Closure of roads within municipal boundaries is provided for in section 342 of the Act. The decision to close such roads rests with the relevant local authority, not the Minister or the Crown. The land in such closed roads does not revert to the Crown.

#### 7. CONSULTATION

- 7.1 The basic principles that will be followed by the Minister and LINZ in consulting with the Governance Entity in each case are:
  - 7.1.1 ensuring that there is early consultation with the Governance Entity at the onset of the decision making processes in relation to any matters under this Protocol;
  - 7.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in this Protocol;
  - 7.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and the consideration of submissions by the Governance Entity in relation to any of the matters described in this Protocol; and
  - 7.1.4 ensuring that the Minister and LINZ will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in this Protocol.



**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

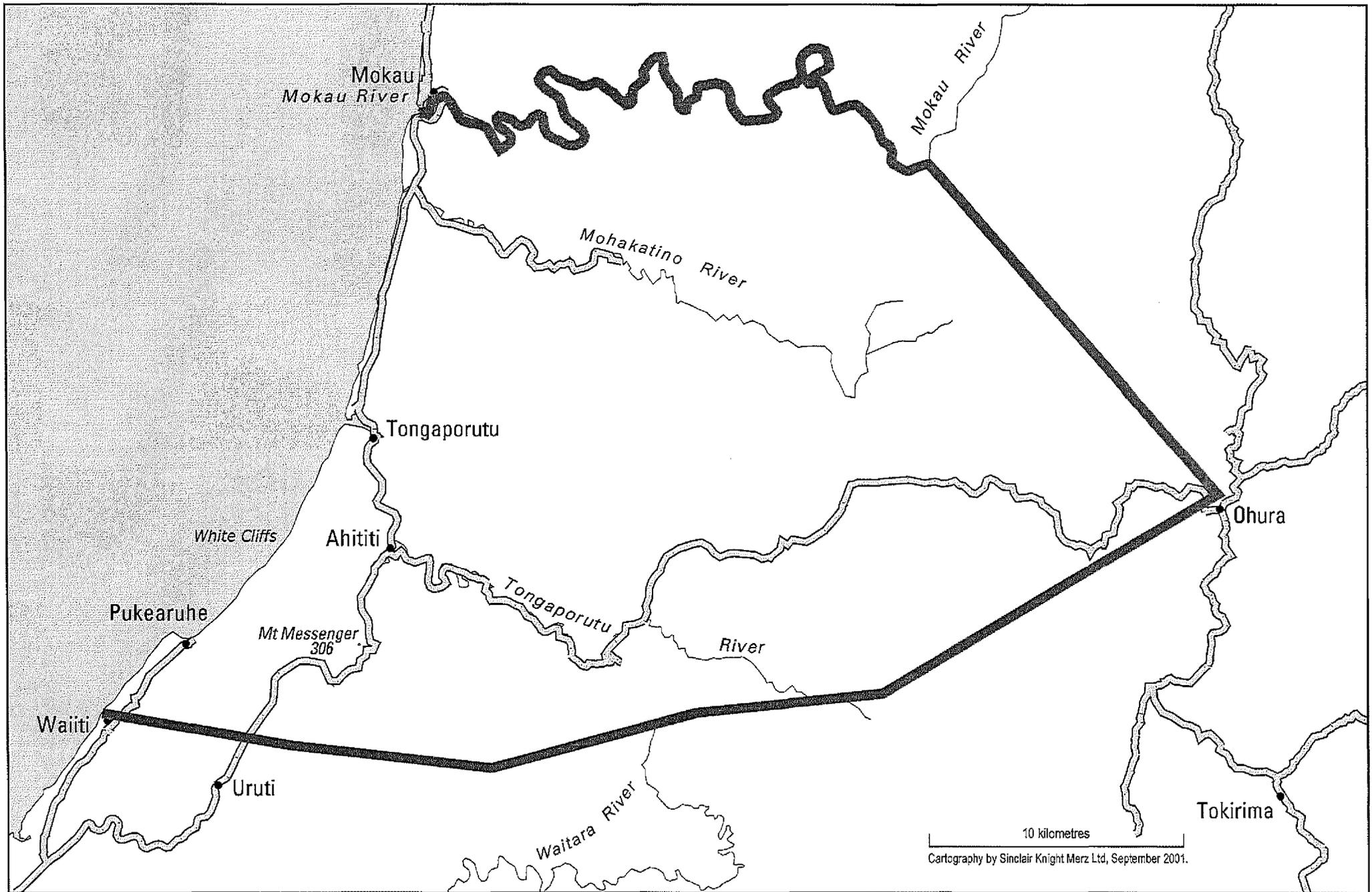
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**PART 1: PROTOCOLS: LINZ PROTOCOL**

**ATTACHMENT A**

**LINZ PROTOCOL AREA**

*(The map follows this page.)*



LINZ PROTOCOL AREA FOR NGATI TAMA

ATTACHMENT B

TERMS OF ISSUE

1. DEFINITIONS

In this LINZ Protocol:

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

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

**Ngati Tama** has the meaning set out in clause 1.4 of the Deed of Settlement; and

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

2. AUTHORITY TO ISSUE, AMEND OR CANCEL PROTOCOLS

2.1 Section [ ] of the Settlement Legislation provides that:

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

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

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

3. PROTOCOLS SUBJECT TO RIGHTS AND OBLIGATIONS

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

3.1.1 restrict the ability of the Crown to:

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

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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### **PART 1: PROTOCOLS: LINZ PROTOCOL**

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

3.1.3 restrict the legal rights of Ngati Tama.

3.2 The Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whanau, or other representatives of tangata whenua.

#### **4. NOTING OF PROTOCOLS**

4.1 The existence of the LINZ Protocol (once issued, and as amended from time to time), together with a summary of the terms of issue of the LINZ Protocol, must be noted in Crown Property standards and guidelines issued by the Chief Crown Property Officer in LINZ.

4.2 The noting of the LINZ Protocol shall be for the guidance of LINZ staff and its suppliers.

#### **5. ENFORCEABILITY OF PROTOCOLS**

5.1 Section [ ] of the Settlement Legislation provides that:

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

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

5.2 The provisions included in the Settlement Legislation under clause 9.2.1(d) and (e) of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

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

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

#### **7. LIMITATION OF RIGHTS**

7.1 Section [ ] of the Settlement Legislation provides that the LINZ Protocol does not have the effect of granting, creating or providing evidence of any property right.

#### **8. CONSULTING WITH OTHER PARTIES**

8.1 Nothing in this LINZ Protocol restricts the ability of the Minister or LINZ or their agents from consulting with other parties or entities in addition to the Governance Entity in the consideration of section 323 of the Act.

**PART 2: DESCRIPTIONS OF CULTURAL REDRESS  
PROPERTIES**

**(Clause 9.6)**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 2: DESCRIPTIONS OF CULTURAL REDRESS PROPERTIES**

**TABLE 1: SITES TO BE VESTED IN GOVERNANCE ENTITY IN FEE SIMPLE**

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
Pukearuhe Site	Taranaki Land District- New Plymouth District  4.3200 hectares, more or iess, being Section 18 Pukearuhe Town Belt. All Gazette Notice 296155.  As shown on SO 14695.	Subject to:  Grazing Permit issued to Michael J Kuriger 1 July 2000  Pipeline Easement Certificate 171845
Tongaporutu Site	Taranaki Land District - New Plymouth District  6.0 hectares, approximately, being Part Section 31 Block I Mimi Survey District. Part New Zealand Gazette 1898 page 442. Subject to survey.  As shown marked A on SO 14872.	
Whitecliffs Site	Taranaki Land District - New Plymouth District  542.4811 hectares, more or less, being Sections 10 and 11 Block VII and Section 12 Block VIII Mimi Survey District. Part New Zealand Gazette 1899 page 164;  87.8300 hectares, more or less, being Section 24 Block VII and Section 30 Block VIII Mimi Survey District. All Gazette Notice 257614;  692.7654 hectares, approximately, being Part Section 12 Block VII and Part Section 13 Block VIII Mimi Survey District. Part New Zealand Gazette 1899 page 164. Subject to survey.  As shown on SO 14698.	Subject to:  Pipeline Easement Certificate 270025  Pipeline Easement Certificate 269142  Conservation Covenant, Walkway Easement and Easements to protect the existing pipeline to be created under clause 9.6.5(c).
Additional Whitecliffs Sites	Taranaki Land District - New Plymouth District  1.5 hectares, approximately, being: Section 46 Block IV Mimi Survey District. Part Document 300730.1. And Part Sections 10 and 11 Block IV Mimi Survey District. Part New Zealand Gazette 1906 page 829. Subject to survey;  1.5 hectares, approximately, being	Subject to:  Grazing licence No 319 dated 22 December 1982 issued by NZ Forest Service to George William Hagenson and Thelma Eva Joan Hagenson subsequently assigned to NE and CH Hagenson.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 2: DESCRIPTIONS OF CULTURAL REDRESS PROPERTIES**

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
	<p>Part Section 11 Block IV Mimi Survey District. Part New Zealand Gazette 1906 page 829. Subject to survey;</p> <p>16.2 hectares, approximately, being Part Sections 1A, 2A, 3A and 6 Block IV Mimi Survey District. Part New Zealand Gazette 1906 page 829 Subject to survey.</p> <p>10.5 hectares, approximately, being Part Section 12 Block VII Mimi Survey District. Part New Zealand Gazette 1899 page 164. Subject to survey.</p> <p>As shown on SO 14699.</p>	<p>Grazing licence No 320 dated 22 December 1982 issued by NZ Forest Service to Ian Robert William Petersen subsequently assigned to Tony Whitehead and Raye Judith Whitehead.</p> <p>Grazing licence 284 dated 27 August 1981 issued by NZ Forest Service to David George Innes and Faye Betty Innes.</p> <p>Grazing licence No 123 dated 1 August 1986 issued by NZ Forest Service to Ralph Noel Bryant.</p> <p>Pipeline Easement Certificate 165781</p> <p>Pipeline Easement Certificate 270025</p> <p>Pipeline Easement Certificate 162251</p> <p>Variation 354715</p> <p>Pipeline Easement Certificate 269149</p> <p>Informal right to permit the Ahititi School to continue to convey water as provided by clause 9.6.8</p>
<p>Uruti Site</p>	<p>Taranaki Land District - New Plymouth District</p> <p>252.9285 hectares, more or less, being Section 9 Block VII and Section 16 Block XI Mimi Survey District. All New Zealand Gazette 1893 page 891.</p> <p>As shown on SO 14700.</p>	<p>Subject to:</p> <p>Grazing licence No 1736 issued by NZ Forest Service to S R Howells &amp; Son Ltd subsequently transferred to J H &amp; CA Cawley.</p> <p>Conservation Covenant to be created under clause 9.6.9(c).</p>

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 2: DESCRIPTIONS OF CULTURAL REDRESS PROPERTIES**

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
Mount Messenger Site	<p>Taranaki Land District - New Plymouth District</p> <p><i>Mount Messenger Scenic Reserve</i></p> <p>13.7988 hectares, more or less, being Part Section 16A Block VIII Mimi Survey District. Balance Gazette Notice 302208.2;</p> <p>24.1755 hectares, more or less, being Part Section 20 Block VIII Mimi Survey District. All Gazette Notice 295588;</p> <p>29.5420 hectares, more or less, being Lot 1 DP 5188. Part Gazette Notice 294693.5;</p> <p>As shown on SO 14702</p> <p><i>Part Mount Messenger Conservation Area</i></p> <p>182.0974 hectares, more or less, being Part Section 18 Block VIII Mimi Survey District. Part Gazette Notice 342563.1;</p> <p>45 hectares, approximately, being Part Section 17 Block VIII Mimi Survey District. Part New Zealand Gazette 1900 page 160. Subject to survey.</p> <p>As shown on SO 14701.</p>	<p>Subject to:</p> <p>Grazing licence dated 18 September 1985 issued by NZ Forest Service to Tony James Pascoe.</p> <p>Conservation Covenant and Walkway Easement to be created under clause 9.6.10(d).</p>

**TABLE 2: SITE TO BE VESTED IN GOVERNANCE ENTITY AS AN ADMINISTERING BODY**

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
Umukaha Point Recreation Reserve	<p>Taranaki Land District - New Plymouth District</p> <p>2.8834 hectares, more or less, being Section 25 Tongaporutu Village. All Gazette Notice 302722 .</p> <p>As shown on SO 14703.</p>	<p>Subject to:</p> <p>Grazing Permit held by DCA and A A W O'Sullivan.</p>

**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO  
CULTURAL REDRESS PROPERTIES**

**(Clauses 9.6.5, 9.6.9 and 9.6.10)**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**  
**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL  
REDRESS PROPERTIES: CONSERVATION COVENANT**

**CONSERVATION COVENANT**

**(Section 27, Conservation Act 1987; and**

**Section 77, Reserves Act 1977)**

**BETWEEN** **NGATI TAMA GOVERNANCE ENTITY** together with its successors, assigns, servants, agents and members ("Ngati Tama")

**AND** **HER MAJESTY THE QUEEN** by and through the Minister of Conservation ("the Minister")

**RECITALS**

- A. Ngati Tama and the Crown are parties to a Deed of Covenant dated [ ] under which Ngati Tama became party to a Deed of Settlement dated [ ] 2001.
- B. Pursuant to that Deed and the Ngati Tama Claims Settlement Act [ ], the Crown agreed to vest in Ngati Tama certain land including the Land, with such vesting subject to Ngati Tama entering into a Conservation Covenant with the Minister to provide for the continued preservation and protection of the conservation values associated with the Land.
- C. In achieving the primary purpose to preserve and protect the Land, Ngati Tama and the Minister agree the Conservation Covenant will also provide for the following matters:
- acknowledging the Kaitiaki status, rights and obligations of Ngati Tama as Tangata Whenua and registered proprietor of the Land;
  - restrictions on development and activities on the Land to protect the Land's natural landscape and character;
  - providing free public foot access for recreational use, tramping, hunting and fishing; and
  - providing for certain management rights and obligations between the parties to achieve a co-operative and integrated approach to management of the Land consistent with the purposes set out in this Conservation Covenant.
- C. Under section [ ] of the Ngati Tama Claims Settlement Act [ ], this Conservation Covenant is deemed to have been entered into by the Minister pursuant to section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977, and therefore binds future owners of the Land.
- D. The parties recognise that this Conservation Covenant is between principals who have negotiated with authorised mandate and in good faith.
- E. Ngati Tama acknowledges that it is consistent with its ownership and mana to agree to obligations for conservation and protection of the Land in a manner set out in this

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**  
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Conservation Covenant, not only for their own benefit but also for the benefit of the general public of New Zealand.

**NOW THEREFORE THIS COVENANT WITNESSES** that in accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977, Ngati Tama and the Minister **MUTUALLY AGREE** as follows:

**1. INTERPRETATION**

1.1 in this Conservation Covenant unless the context otherwise requires:

**“Conservation”** has the same meaning as provided in section 2 of the Conservation Act 1987.

**“Covenant”** means this Conservation Covenant duly executed by the parties.

**“Crown”** means Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation.

**“Customary Rights”** means the rights arising under customary law, including the rights to occupy land; and rights in relation to the use of Land and/or natural or physical resources.

**“Deed”** means the Deed of Settlement referred to in Recital A of this Covenant.

**“Joint Advisory Committee”** means the Joint Advisory Committee established under section 9.8 of the Deed also referred to in the Ngati Tama Claims Settlement Act [ ];

**“Land”** means the land described in Schedule A of this Covenant which was vested in Ngati Tama under the Ngati Tama Claims Settlement Act [ ] and subject to this Covenant.

**“Management Plan”** means the Management Plan to be prepared by the Joint Advisory Committee as provided in clause 4 and Schedule B of this Covenant.

**“Minister”** means the Minister of Conservation and includes any officer or duly authorised agent of the Minister.

**“Weeds and pests”** includes noxious, troublesome or adventitious plants, trees or other vegetation, animals or pests.

1.2 For avoidance of doubt:

1.2.1 The reference to any enactment or any regulations in this Covenant is a reference to that enactment or those regulations and extends to, and includes, any amendment to or substitution for that enactment or regulations;

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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- 1.2.2 Clause and other headings are for ease of reference only and shall not be deemed to form any party of the context or to affect the interpretation of this Covenant;
- 1.2.3 Words importing the singular number shall include the plural and vice versa;
- 1.2.4 References to parties are references to parties to this Covenant;
- 1.2.5 References to clauses are references to clauses of this Covenant;
- 1.2.6 References to persons shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities in each case whether or not having separate legal personality;
- 1.2.7 Expressions defined in the main body of this Covenant bear the defined meaning in the whole of this Covenant including the Recitals. Where the parties disagree over the interpretation of any thing contained in this Covenant, then in determining the issue the parties shall have regard to the matters contained in the Recitals;
- 1.2.8 Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- 1.2.9 Words importing one gender shall include the other gender;
- 1.2.10 The agreements contained in this Covenant shall bind and benefit the parties and their heirs, executors, successors and assigns in perpetuity; and shall bind any lessee of the Land for the term of any lease; and
- 1.2.11 Where clauses of this Covenant require further agreement between the parties, then such agreement must not be unreasonably withheld.

**2. STATEMENT OF ASSOCIATION OF NGATI TAMA**

- 2.1 The parties agree that the Land forms part of the lands confiscated by the Crown in 1865. The parties agree that the confiscations were wrong, unjustifiable, and were in breach of the principles of the Treaty of Waitangi. Ngati Tama are the Kaitiaki of the Land. The Land has important ownership, cultural, spiritual, traditional and historical values for them. Ngati Tama, are the registered proprietor of the Land on behalf of the Ngati Tama people who have a long history of association with the Land. In exercising rights and obligations as Kaitiaki of the Land, and recognising Ngati Tama's position as Tangata Whenua, Ngati Tama will manage the Land in accordance with Ngati Tama tikanga / custom and in doing so have agreed to enter into this Covenant on the terms and conditions set out herein.

**3. PURPOSES OF COVENANT**

- 3.1 Ngati Tama is the Kaitiaki of the Land and shall manage the Land in accordance with the Management Plan with the primary purposes of providing for the continued preservation

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**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANT**

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and protection of the conservation values associated with the Land, and the balancing of Ngati Tama's ability to exercise their Customary Rights.

- 3.2 In achieving the primary purpose to preserve and protect the conservation values associated with the Land, Ngati Tama shall manage the Land in accordance with the Management Plan to further provide for the following matters:
- 3.2.1 Protect and enhance the spiritual, cultural and historical integrity and values of the Land and its associated water bodies;
  - 3.2.2 Preserve the natural character of the Land with particular regard to the natural functioning of the ecosystem and to the native flora and fauna in their diverse and natural communities;
  - 3.2.3 Provide for public appreciation and recreational use of the Land, to the extent consistent with the primary and preceding purposes, and in accordance with clause 6 of this Covenant.

**4. MANAGEMENT PLAN**

- 4.1 The parties agree that the Joint Advisory Committee must prepare a Management Plan in relation to the Land.
- 4.2 The Joint Advisory Committee may determine the process for preparation and processing of the Management Plan having regard to Part IIIA of the Conservation Act 1987.
- 4.3 If requested by Ngati Tama, the Minister may, subject to clause 7.1, assist in the implementation of any matters identified in the Management Plan as requiring the Minister's assistance.
- 4.4 The Management Plan must recognise, implement and give effect to matters (but not limited to) referred to in clause 3, all other operational clauses contained in this Covenant and the particular matters set out in Schedule B of this Covenant.
- 4.5 The Management Plan may prescribe the responsibilities of the Minister in the management of the Land. The prior agreement of the Minister must be obtained before the Minister becomes responsible for implementation of any provisions of the Management Plan.
- 4.6 The Joint Advisory Committee will monitor the implementation of the Management Plan; and may review the Management Plan at any time and must review the Management Plan in its entirety at intervals of not more than 10 years.

**5. IMPLEMENTATION AND MANAGEMENT FOR PURPOSES OF COVENANT**

- 5.1 Unless agreed in writing by the Joint Advisory Committee or unless specifically provided for in the Management Plan, Ngati Tama shall not carry out or permit in relation to the Land:
  - 5.1.1 The grazing of the Land by livestock (except to the extent permitted by any grazing licence referred to in Schedule A of this Covenant);

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- 5.1.2 The felling, removal or damage of any indigenous tree shrub or other plant on the Land;
  - 5.1.3 The planting of any exotic species of tree, shrub or other exotic plant on the Land;
  - 5.1.4 The erection of any fence, building, structure or other improvements on the Land whether for Ngati Tama's purposes or for other private or public purpose;
  - 5.1.5 Any burning, topdressing or the sowing of seed on the Land;
  - 5.1.6 Any cultivation, earthworks or other soil disturbance on the Land;
  - 5.1.7 Any archaeological or other scientific research involving disturbance of the soil.
- 5.2 Ngati Tama must use all reasonable endeavours to eradicate or control all weeds and pests that pose a threat to the Land or to adjoining land, which is required to be controlled under any enactment and at a level consistent with that delivered by the Department of Conservation at the time of execution of this Covenant and having regard to the purposes of this Covenant contained in clause 3.
- 5.3 Ngati Tama acknowledge that conservation specific due diligence information has been supplied prior to execution of this Covenant that demonstrates the level of commitment and resources required to maintain the conservation values of the Land at the level delivered by the Department of Conservation at the time of execution of this Covenant.
- 5.4 Ngati Tama must use all reasonable endeavours to prevent any wildfire upon or threatening the Land and not permit the wildfire to escape; and notify the Minister as soon as practical in the event of wildfire threatening the Land.
- 5.5 Ngati Tama acknowledges that this Covenant does not affect the Minister's exercise of powers under the Wild Animal Control Act 1977 and matters further provided for in clause 7.5 of this Covenant.
- 5.6 Ngati Tama must comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 6. FREE PUBLIC FOOT ACCESS**
- 6.1 Ngati Tama agrees to allow members of the public to have free foot access across, onto and through all parts of the Land at all times consistent with the purposes of this Covenant for recreational use, tramping, hunting and fishing.
- 6.2 Ngati Tama acknowledge that parts of the Land are subject to general public access rights secured by way of a Memorandum of Grant of Easement in gross for the purposes of the New Zealand Walkways Act 1990 granted from Ngati Tama to the Crown. This relates to an existing track more commonly known as the Whitecliffs Walkway and secondary walking tracks associated with that walkway.

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- 6.3 Public access to the land shall be limited to those rights of access for the public to pass and repass over the Land on foot and shall be subject to Ngati Tama rights as registered owner and Kaitiaki of the Land. For the avoidance of doubt, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from Ngati Tama:
- 6.3.1 **Camping:** camping on the Land;
  - 6.3.2 **Horses and Animals:** passage on or through the Land by horses or any other animal used for transportation purposes;
  - 6.3.3 **Dogs or Pets:** taking of dogs or pets of any description, whether retained on a leash or otherwise;
  - 6.3.4 **Vehicles:** passage by motorcycle, bicycle or any other means of locomotion, mechanical, electrical or otherwise.
- 6.4 In continuing to provide free public foot access to the Land, Ngati Tama may (subject to inclusion of provisions within the Management Plan) do any of the following matters:
- 6.4.1 require the public to register their intention to enter onto or pass through the Land or specified areas within the Land having regard to clause 3 purposes of this Covenant;
  - 6.4.2 charge the public for the use of facilities or services provided by Ngati Tama within the Land; or
  - 6.4.3 require persons intending to carry or discharge a firearm and/or other weapons on the Land, to register that intention with Ngati Tama.

**7. JOINT OBLIGATIONS**

- 7.1 If the Minister or Ngati Tama is requested by the Joint Advisory Committee to provide any assistance and support for any implementation or management activity for the purposes of this Covenant in respect of the Land, then such assistance and support will be subject to:
- 7.1.1 the extent of such assistance and support being identified in the Management Plan;
  - 7.1.2 the relevant party agreeing to provide such assistance and support; and
  - 7.1.3 any financial, statutory or other constraints that may apply to either party from time to time.
- 7.2 The Minister shall in the event of wildfire upon or threatening the Land, render assistance to Ngati Tama in suppressing the fire.
- 7.3 Any assistance by the Minister under clause 7.2 shall be at no cost to Ngati Tama unless Ngati Tama was responsible for the wildfire through wilful action or negligence.

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- 7.4 Ngati Tama shall be responsible for the payment of rates and any other outgoing in respect of the Land required by operation of statute, regulation or bylaw.
- 7.5 The Minister may, subject to the Management Plan, use any practical means and be responsible for the control of wild animals as defined in the Wild Animal Control Act 1977 at a level consistent with and having regard to the purposes of this Covenant contained in clause 3.
- 7.6 Ngati Tama grants to the Minister a right of access onto and through the Land (including reasonable access and use of the hunters' hut located on the Whitecliffs area) for the purpose of undertaking activities provided in this clause, any assistance or support or any other matter for the purposes of this Covenant. In exercising this right, the Minister shall take all reasonable steps to minimise disruption to Ngati Tama's operations or any third party rights granted by Ngati Tama in respect of the Land.

**8. REGISTRATION OF COVENANT**

- 8.1 The Minister will cause registration of this Covenant to be recorded against the title to the Land in the manner provided for in section 77 of the Reserves Act 1977, as soon as reasonably practicable after the execution of this Covenant. The intention of registering the Covenant against the title in this way is to bind future owners and/or successors in title to the Land.

**9. DURATION OF COVENANT**

- 9.1 This Covenant shall bind the parties in perpetuity to the rights and obligations contained within it.

**10. INDEMNITY**

- 10.1 The Minister agrees to indemnify Ngati Tama from and against all actions, claims, demands, losses, damages, costs and expenses for which Ngati Tama shall become liable arising from loss or damage to property of, or death or injury to, any person on any part of the Land, unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Covenant on the part of Ngati Tama or any employee, contractor or agent of Ngati Tama.

**11. MISCELLANEOUS MATTERS**

- 11.1 The rights hereby granted are expressly declared to be in the nature of a Covenant in gross but the Crown shall not assign or otherwise dispose of its interest under this Covenant.
- 11.2 Except as provided in this Covenant, nothing in this Covenant in any way diminishes or affects the rights of Ngati Tama to exercise rights of a landowner under the Trespass Act 1980, any other statute or generally at law or otherwise. For the avoidance of doubt, these rights may be exercised if Ngati Tama reasonably believes a person/s is in breach of the rights and/or restrictions of access conferred by this Covenant.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**  
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11.3 Subject to clause 1.2.10, the parties acknowledge the agreements contained in this Covenant are between Ngati Tama and the Crown and, are not intended to be a promise conferring benefits on any third party which support or sustain any right of enforcement by any third party pursuant to the terms of section 4 of the Contracts (Privity) Act 1982.

11.4 While this Covenant remains in force and subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977 shall apply to the Land as if the Land were a reserve, except to the extent expressly or impliedly amended by this Covenant.

**12. NOTICES**

12.1 Any notice required to be given in terms of this Covenant shall be sufficiently given if made in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.

12.2 Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Conservator Wanganui Conservancy, Department of Conservation, Wanganui. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Conservator Wanganui Conservancy, Department of Conservation, Wanganui.

12.3 Any notice required to be given by Ngati Tama shall be sufficiently given if it is signed by a duly authorised officer or Trustee of Ngati Tama. Any notice required to be served on Ngati Tama shall be sufficiently served if delivered to the Registered Office for the time being of Ngati Tama.

**13. DEFAULT**

13.1 Should either party to this Covenant be of the reasonable view that the other ("the defaulting party") has defaulted in the performance or observance of any of its obligations under this Covenant, then that party shall by written notice prior to taking any remedial action:

13.1.1 Advise the defaulting party of the default;

13.1.2 State the action reasonably required of the defaulting party to perform in accordance with this Covenant; and

13.1.3 State a reasonable timeframe within which the defaulting party is to take such action to remedy the breach.

13.2 Where there is any breach of any agreement contained in this Covenant by either party, then the other party shall be entitled to take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach and shall also be entitled to recover from the party responsible for the breach as a debt due, all costs incurred by the other party as a result of remedying such breach or preventing further damage.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**  
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**14. DISPUTE RESOLUTION PROCESSES**

- 14.1 **Resolution by Joint Advisory Committee:** In the event the defaulting party fails to take the requisite action/s required within the time given in the notice under clause 13.1 or if the defaulting party disputes the notice or any aspect of it; or if any other dispute arises in connection with this Covenant and the rights and obligations contained herein; then the parties agree to first make efforts to resolve the issues through negotiation with the Joint Advisory Committee acting in a mediator capacity.
- 14.2 **Resolution by the Chairperson and the Minister:** In the event a resolution is not agreed within one (1) month of the date given in clause 13.1.3, then the matter will be referred directly to the Chairperson of Ngati Tama and the Minister for the time being for negotiation and/or resolution.
- 14.3 **Mediation:** In the event a resolution contemplated by the process provided in clause 14.2 is not agreed within three (3) months of the date given in clause 13.1.3, then the matter will be referred to formal mediation by the parties with a mediator agreed between them. Failing agreement between the parties as to an agreed mediator, then such will be appointed by the President of the New Zealand Law Society.
- 14.4 **Failure of Mediation:** In the event that the matter is not resolved by mediation within nine (9) months of the date referred to in clause 13.1.3, then the parties agree that the provisions of the Arbitration Act 1996 shall apply. The parties further agree that the outcome of arbitration shall be binding on the parties.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL  
REDRESS PROPERTIES: CONSERVATION COVENANT**

**SCHEDULE A**

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
Whitecliffs Site	<p>Taranaki Land District - New Plymouth District</p> <p>542.4811 hectares, more or less, being Sections 10 and 11 Block VII and Section 12 Block VIII Mimi Survey District. Part New Zealand Gazette 1899 page 164;</p> <p>87.8300 hectares, more or less, being Section 24 Block VII and Section 30 Block VIII Mimi Survey District. All Gazette Notice 257614;</p> <p>692.7654 hectares, approximately, being Part Section 12 Block VII and Part Section 13 Block VIII Mimi Survey District. Part New Zealand Gazette 1899 page 164. Subject to survey.</p> <p>As shown on SO 14698.</p>	<p>Subject to:</p> <p>Pipeline Easement Certificate 270025</p> <p>Pipeline Easement Certificate 269142</p> <p>Walkway Easement and Easements to protect the existing pipeline to be created under clause 9.6.5(c) of the Deed.</p>
Uruti Site	<p>Taranaki Land District - New Plymouth District</p> <p>252.9285 hectares, more or less, being Section 9 Block VII and Section 16 Block XI Mimi Survey District. All New Zealand Gazette 1893 page 891.</p> <p>As shown on SO 14700.</p>	<p>Subject to:</p> <p>Grazing licence No 1736 issued by NZ Forest Service to S R Howells &amp; Son Ltd subsequently transferred to J H &amp; CA Cawley.</p>
Mount Messenger Site	<p>Taranaki Land District - New Plymouth District</p> <p><i>Mount Messenger Scenic Reserve</i></p> <p>13.7988 hectares, more or less, being Part Section 16A Block VIII Mimi Survey District. Balance Gazette Notice 302208.2;</p> <p>24.1755 hectares, more or less, being Part Section 20 Block VIII Mimi Survey District. All Gazette Notice 295588;</p> <p>29.5420 hectares, more or less, being Lot 1 DP 5188. Part Gazette Notice 294693.5;</p> <p>As shown on SO 14702</p>	<p>Subject to:</p> <p>Grazing licence dated 18 September 1985 issued by NZ Forest Service to Tony James Pascoe.</p> <p>Walkway Easement to be created under clause 9.6.10(d) of the Deed.</p>

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL  
REDRESS PROPERTIES: CONSERVATION COVENANT**

<b>Name of Site</b>	<b>Description</b>	<b>Encumbrances</b>
	<p><i>Part Mount Messenger Conservation Area</i></p> <p>182.0974 hectares, more or less, being Part Section 18 Block VIII Mimi Survey District. Part Gazette Notice 342563.1;</p> <p>45 hectares, approximately, being Part Section 17 Block VIII Mimi Survey District. Part New Zealand Gazette 1900 page 160. Subject to survey.</p> <p>As shown on SO 14701.</p>	

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**  
**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL  
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**SCHEDULE B**

**Management Plan**

**BACKGROUND**

Pursuant to clause 4 of this Covenant, the Joint Advisory Committee has responsibility for compiling a Management Plan in relation to the Land. The Management Plan is to achieve a co-operative and integrated approach to management of the Land consistent with the purposes set out in clause 3 and having regard to the operational clauses provided in this Covenant.

**MANAGEMENT PLAN**

The Management Plan may provide (but is not limited) to the following matters in relation to the Land:

1. Describe the Land (ie resources on Land, geological features, habitats, wildlife, wild animals)
2. Describe current uses of Land
3. Identify and discuss management issues
4. Identify and provide appropriate provisions for Ngati Tama Customary Rights
5. Provide the objectives, policies and implementations for management and may include (but is not limited to) management objectives for one or more of the following:
  - Identification of the responsibilities
  - Matters concerning public access including any matter provided by clause 6 of the Covenant
  - Details of facilities and services which are available
  - Details of charges for facilities or services, who receives the charges, and who enforces and collects the charges



**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**  
**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL  
REDRESS PROPERTIES: WALKWAYS EASEMENT**

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**MEMORANDUM OF GRANT OF EASEMENT IN GROSS FOR THE PURPOSES OF THE  
NEW ZEALAND WALKWAYS ACT 1990**

**BETWEEN**        **NGATI TAMA GOVERNANCE ENTITY** together with its successors, assigns, servants, agents and members ("Ngati Tama")

**AND**                **HER MAJESTY THE QUEEN** by and through the Minister of Conservation ("the Minister")

**RECITALS**

- A.     Ngati Tama and the Crown are parties to a Deed of Settlement dated [ ] 2001.
- D.     Pursuant to that Deed, the Crown agreed to transfer to Ngati Tama certain land including the Land, with such transfer to be subject to Ngati Tama entering into an easement in gross for the purposes of the New Zealand Walkways Act 1990 to provide for continued public access rights by foot over the Land.
- C.     Under section [ ] of the Ngati Tama Claims Settlement Act [ ], the parties agree that this Easement is for the purposes of the New Zealand Walkways Act 1990.
- D.     The parties recognise that this Easement is between principals who have negotiated with authorised mandate and in good faith.
- E.     Ngati Tama acknowledges that it is consistent with its ownership and mana to agree to obligations in this Easement, not only for their own benefit but also for the benefit of the general public of New Zealand.

**GRANT OF EASEMENT**

In consideration of the premises, Ngati Tama **TRANSFERS AND GRANTS TO THE CROWN** as an easement in gross on the terms and conditions set out herein for all time from and including the date of execution of this instrument, full, free, uninterrupted and unrestricted right liberty and privilege from time to time and at all times for any member of the public at his or her will and pleasure to go pass and repass on foot over and along the Walkway to the end and intent that the Walkway shall be used for the purposes of the New Zealand Walkways Act 1990.

**AGREEMENTS:**

Ngati Tama and the Crown agree as follows:

**1.     INTERPRETATION**

1.1    Unless the context otherwise requires:

      "Act" means the New Zealand Walkways Act 1990.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**  
**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL  
REDRESS PROPERTIES: WALKWAYS EASEMENT**

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**"Crown"** means Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation.

**"Director-General"** means the Director-General of Conservation.

**"Land"** means the land described in Schedule A of this Easement.

**"Walkway"** means the right of way described in Schedule B of this Easement and includes the secondary tracks, bridges, fence styles, signage and other structures associated with the Walkway.

**1.2 For avoidance of doubt:**

- 1.2.1 The reference to any Act in this Easement extends to, and includes, any amendment to or substitution for that Act;
- 1.2.2 Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Easement;
- 1.2.3 Words importing the singular number shall include the plural and vice versa;
- 1.2.4 Reference to parties are references to parties to this Easement;
- 1.2.5 References to clauses are references to clauses of this Easement;
- 1.2.6 References to persons shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities in each case whether or not having separate legal personality;
- 1.2.7 Expressions defined in the main body of this Easement bear the defined meaning in the whole of this Easement including the Recitals. Where the parties disagree over the interpretation of any thing contained in this Easement, then in determining the issue the parties shall have regard to the matters contained in the Recitals;
- 1.2.8 Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- 1.2.9 Words importing one gender shall include the other gender; and
- 1.2.10 The agreements contained in this Easement shall bind and benefit Ngati Tama and their heirs, executors, successors and assigns in perpetuity and shall bind any lessee of the Land for the term of any lease; and
- 1.2.11 Where clauses of this Easement require further agreement between the parties, then such agreement must not be unreasonably withheld.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**  
**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL  
REDRESS PROPERTIES: WALKWAYS EASEMENT**

---

**2 STATEMENT OF ASSOCIATION OF NGATI TAMA**

- 2.1 The parties agree that the Land forms part of the lands confiscated by the Crown in 1865. The parties agree that the confiscations were wrong, unjustifiable, and were in breach of the principles of the Treaty of Waitangi. Ngati Tama are the Kaitiaki of the Land. The Land has important ownership, cultural, spiritual, traditional and historical values for them. Ngati Tama, are the registered proprietor of the Land on behalf of the Ngati Tama people who have a long history of association with the Land. In exercising rights and obligations as Kaitiaki of the Land, and recognising Ngati Tama's position as Tangata Whenua, Ngati Tama will manage the Land in accordance with Ngati Tama tikanga / custom and in doing so have agreed to enter into this Covenant on the terms and conditions set out herein.

**3. PROHIBITED FORMS OF ACCESS**

- 3.1 The Walkway shall be limited to those rights of access for the public to pass and repass over the Walkway on foot and shall be subject always to Ngati Tama's rights as owner and Kaitiaki. For the avoidance of doubt, and without affecting the limited nature of the Walkway, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from Ngati Tama:

3.1.1 **Camping:** camping on or adjacent to the Walkway;

3.1.2 **Horses and Animals:** passage on or through the Walkway by horses or any other animal used for transportation purposes;

3.1.3 **Dogs or Pets:** taking of dogs or pets of any description, whether retained on a leash or otherwise;

3.1.4 **Vehicles:** passage by motorcycle, bicycle or any other means of locomotion, mechanical, electrical or otherwise;

3.1.5 **Firearms:** carrying and discharge of a firearm and/or other weapons.

**4. RESPONSIBILITIES OF THE DIRECTOR-GENERAL**

- 4.1 The Director-General shall:

4.1.1 Repair all damage that may be caused by the negligent or improper exercise of the Walkway or the exercise of any right or power conferred on the Crown by this Easement. For the purposes of this clause, Ngati Tama shall reasonably co-operate with the Director-General in the event the Director-General seeks to bring action against third parties to recover any loss suffered by the Director-General under this clause. Such co-operation may include allowing the Director-General to exercise rights of subrogation provided Ngati Tama is satisfied such action will not be contrary to Ngati Tama's interests;

4.1.2 Improve and maintain the Walkway to facilitate the safe use of the Walkway, provided that such improvement shall not interfere with permissible use of the Land for Ngati Tama or cause damage to the Land or adjacent land in any way.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL  
REDRESS PROPERTIES: WALKWAYS EASEMENT**

The Director-General shall have no responsibility to maintain the Walkway for vehicle use. Except as provided for in clause 4.1.1, improvement or maintenance of the Walkway shall not include any obligation to repair damage done by other than foot access by the public.

- 4.1.3 For the avoidance of doubt, the parties acknowledge and agree that the main Walkway (more commonly referred to as the Whiteciiffs Walkway) must be maintained according to the provisions and policy standards under the Act, whereas the secondary tracks associated with the Walkway will be maintained according to the present standards and usage as at the date of execution of this Easement, unless the parties agree otherwise.
- 4.1.4 In agreement with Ngati Tama, erect and display suitable signs and warning notices requiring the public to do all things necessary for the safety and protection of both the public, the Walkway and adjacent land.
- 4.1.5 In agreement with Ngati Tama, erect and display appropriate signage regarding Ngati Tama's spiritual, cultural, traditional and historical association to the Land and the Walkway.

**5. POWERS OF DIRECTOR-GENERAL**

- 5.1 All powers, rights and authorities vested in the Crown by this Easement may be exercised by the Wanganui Conservator or the Director-General of Conservation, or such other party as the Director-General may nominate in writing.

**6. MISCELLANEOUS MATTERS**

- 6.1 Subject to the Walkway and rights, obligations and agreements set out in this Easement and until its surrender by the Crown, Ngati Tama may exercise all rights and obligations consistent with its ownership of the Land.
- 6.2 In the exercise of any statutory powers and/or discretions, the Minister shall do so in a manner consistent with the provisions of this Easement and the rights and obligations contained herein.
- 6.3 The rights hereby granted are expressly declared to be in the nature of an Easement but the Crown shall not assign or otherwise dispose of its interest under this Easement.
- 6.4 Nothing in this Easement in any way diminishes or affects the rights of Ngati Tama to exercise rights of a landowner under the Trespass Act 1908, any other statute or generally at law or otherwise. For the avoidance of doubt, these rights may be exercised if Ngati Tama reasonably believes a person/s is in breach of the rights and/or restrictions of access conferred by this Easement.
- 6.5 The provisions of the Act shall apply except to the extent expressly or impliedly amended by this Easement.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL  
REDRESS PROPERTIES: WALKWAYS EASEMENT**

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6.6 Subject to clause 1.2.10 the parties acknowledge the agreements contained in this Easement are between Ngati Tama and the Crown and, are not intended to be a promise conferring benefits on any third party which support or sustain any right of enforcement by any third party pursuant to the terms of section 4 of the Contracts (Privity) Act 1982.

**7. NOTICES**

7.1 Any notice required to be given in terms of this Easement shall be sufficiently given if made in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed.

7.2 Any notice required to be given by the Director-General shall be sufficiently given if it is signed by the Wanganui Conservator, Department of Conservation, Wanganui. Any notice required to be served on the Director-General shall be sufficiently served if delivered to the office for the time being of the Conservator Wanganui Conservator, Department of Conservation, Wanganui.

7.3 Any notice required to be given by Ngati Tama shall be sufficiently given if it is signed by a duly authorised officer or Trustee of Ngati Tama. Any notice required to be served on Ngati Tama shall be sufficiently served if delivered to the Head Office for the time being of Ngati Tama.

**8. DEFAULT**

8.1 Should either party to this Easement be of the reasonable view that the other ("the defaulting party") has defaulted in the performance or observance of any of its obligations under this Easement, then that party shall by written notice prior to taking any remedial action:

8.1.1 Advise the defaulting party of the default;

8.1.2 State the action reasonably required of the defaulting party to perform in accordance with this Easement; and

8.1.3 State a reasonable timeframe within which the defaulting party is to take such action to remedy the breach.

8.2 Where there is any breach of any agreement contained in this Easement by either party, then the other party shall be entitled to take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and shall also be entitled to recover from the party responsible for the breach as a debt due, all costs incurred by the other party as a result of remedying such breach or preventing further damage.

8.3 If the breach was a material failure on the part of the Crown under the terms of this Easement, then Ngai Tama may, by notice in writing, terminate this Easement but without prejudice to the rights of Ngati Tama to sue for damages for acts or omissions prior to the date of termination.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**  
**PART 3: INSTRUMENTS TO BE PROVIDED IN RELATION TO CULTURAL  
REDRESS PROPERTIES: WALKWAYS EASEMENT**

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8.4 If the breach was a material failure on the part of Ngati Tama under the terms of this Easement, then the Crown's actions are without prejudice to the rights of the Crown to sue for damages for such breach.

**9. DISPUTE RESOLUTION PROCESSES**

9.1 In the event the defaulting party fails to take the requisite action/s required within the time given in the notice under clause 8.1; or if the defaulting party disputes the notice or any aspect of it; or if any other dispute arises in connection with this Easement and the rights and obligations contained herein, then the parties agree to first make efforts to resolve the issue/s through negotiation between representatives with managerial responsibility on behalf of each party.

9.2 In the event a resolution is not agreed within one (1) month of the date given in clause 8.1.3, then the matter will be referred directly to the chairperson of Ngati Tama and the Minister of Conservation for the time being for negotiation and/or resolution.

9.3 In the event a resolution contemplated by the process provided in clause 9.2 is not agreed within three (3) months of the date given in clause 8.1.3, then the matter will be referred to formal mediation by the parties with a mediator agreed between them. Failing agreement between the parties as to an agreed mediator, then such will be appointed by the President of the New Zealand Law Society.

9.4 In the event that the matter is not resolved by mediation within nine (9) months of the date referred to in clause 8.1.3, then the parties agree that the provisions of the Arbitration Act 1996 shall apply. The parties further agree that the outcome of arbitration shall be binding on the parties.

**THE CROWN** does hereby accept this Easement and acknowledges that the rights and obligations herein granted shall be held for the purposes of the New Zealand Walkways 1990 and subject to the conditions, restrictions and agreements set forth above.



## PART 3: PIPELINE EASEMENT

(Approved by the Registrar-General of Land, Wellington - No.575986-1/83)

## MEMORANDUM OF TRANSFER (GRANT OF EASEMENT)

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the LAND REGISTRATION DISTRICT of Taranaki

as is more particularly described in the Schedule attached hereto (hereinafter referred to as "the hereinafter described land").

IN CONSIDERATION of the covenants hereinafter contained DOTH HEREBY TRANSFER AND GRANT unto NATURAL GAS CORPORATION OF NEW ZEALAND LIMITED a duly incorporated company having its registered office at Wellington (herein called "the Grantee") the following rights and interests as an easement in gross:

1. The right from time to time and at all times to lay, construct, operate, inspect, maintain, repair, replace, renew, add new and leave existing in place, change the size of, and remove, the pipelines and all appurtenances (appurtenances include but are not limited to hot taps and other pipeline attachments) thereto (the pipelines and all appurtenances being together hereinafter except where the context requires a different construction referred to as "the Pipelines") in, over, or through, those parts of the hereinafter described land marked "C" on Deposited Plan 21094 (land marked "C" is hereinafter referred to as "the Strip of Land"). The Pipelines remain the property of the Grantee and the Grantee may pump, move, convey, transport, and carry through or within, the Pipelines petroleum (as defined in the Crown Minerals Act 1991), water and other liquids, natural gas and other gases.
2. The right within the boundaries of the said strip of land to remove all cultivated or natural vegetation including trees and shrubs.
3. The rights of way over the Strip of Land and such other surrounding areas as may be necessary, together with its engineers, surveyors, workmen, and contractors, with or without any vehicles, implements, tools, pipes, and materials of any kind in, over, and through, the hereinafter described land for any and all purposes necessary or convenient to the exercise by the Grantee of its rights and interests herein granted, but causing the minimum disturbance to the Grantor, his/her land, stock, and other property in so doing.
4. The right within the boundaries of the Strip of Land to construct, operate, inspect, maintain, repair, renew, add new and leave existing in place, change, and remove, such above ground devices or any one or more of them as the Grantee may consider necessary or convenient for the said pipelines. The expression "above ground devices" shall include (inter alia) valves surface marker posts test pipes and points aerial crossing bridges and bridge abutments metering devices booster station bridges and fences around these devices.

AND IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

- (a) The Grantor shall have the right to use the Strip of Land, except as such use may unreasonably interfere with the enjoyment of the rights and easements granted herein, but shall not erect any building, construction, or fence, or plant any tree or shrub, within the boundaries thereof, nor disturb the soil thereof below a depth of 0.4 metres from the surface, or do anything thereon or therein which would or could damage or endanger the said pipelines, without the written consent of the Grantee. Such consent shall not be unreasonably withheld, but may be given subject to reasonable conditions including the power to revoke with appropriate compensation if it is revoked.

PART 3: PIPELINE EASEMENT

- (b) The Grantee shall bury the said pipelines so that it will not interfere with the ordinary cultivation of the hereinafter described land, and in so doing or in maintaining, repairing, renewing, changing, or removing the said pipelines, shall cause as little damage as possible to the surface of the hereinafter described land.
- (c) The Grantee shall pay the costs of restoring all damaged fences and the said surface, as nearly as possible to their former condition or state, excluding any trees or shrubs removed so often as the same shall be necessary hereunder, and in addition shall pay to the Grantor compensation for all other loss, injury, or damage suffered by the Grantor in respect of the rights acquired by the Grantee under this easement.

In this Transfer where the context so requires or admits the singular includes the plural and the masculine gender includes the other genders and vice versa and words importing persons include companies and vice versa.

This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors, and assigns of the parties hereto, and the Grantee may grant any licence or right in respect of any estate or interest conferred by this Transfer and may assign any such estate or interest.

IN WITNESS WHEREOF this Transfer has been executed the

day of 20

SIGNED by the abovenamed  
as Grantor  
in the presence of

.....  
.....

SIGNED for and on behalf of  
NATURAL GAS CORPORATION  
OF NEW ZEALAND LIMITED  
By its Attorney OWEN FRANCIS McBRIDE  
Under Power of Attorney No. 478379  
(Taranaki Land Registry)  
In the presence of

.....  
.....

PART 3: PIPELINE EASEMENT

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SCHEDULE

All that parcel of land containing 652.2508 hectares more or less being Sections 12 and 24 Block VII  
Mimi Survey District  
comprised in Certificate of Title (Taranaki Registry)

Subject to:

PART 3: PIPELINE EASEMENT

**TRANSFER OF** Grant of Easement

Correct for the purposes of the  
Land Transfer Act 1952.

Situated in the Land Registration District of Taranaki

.....  
Solicitor for Grantee

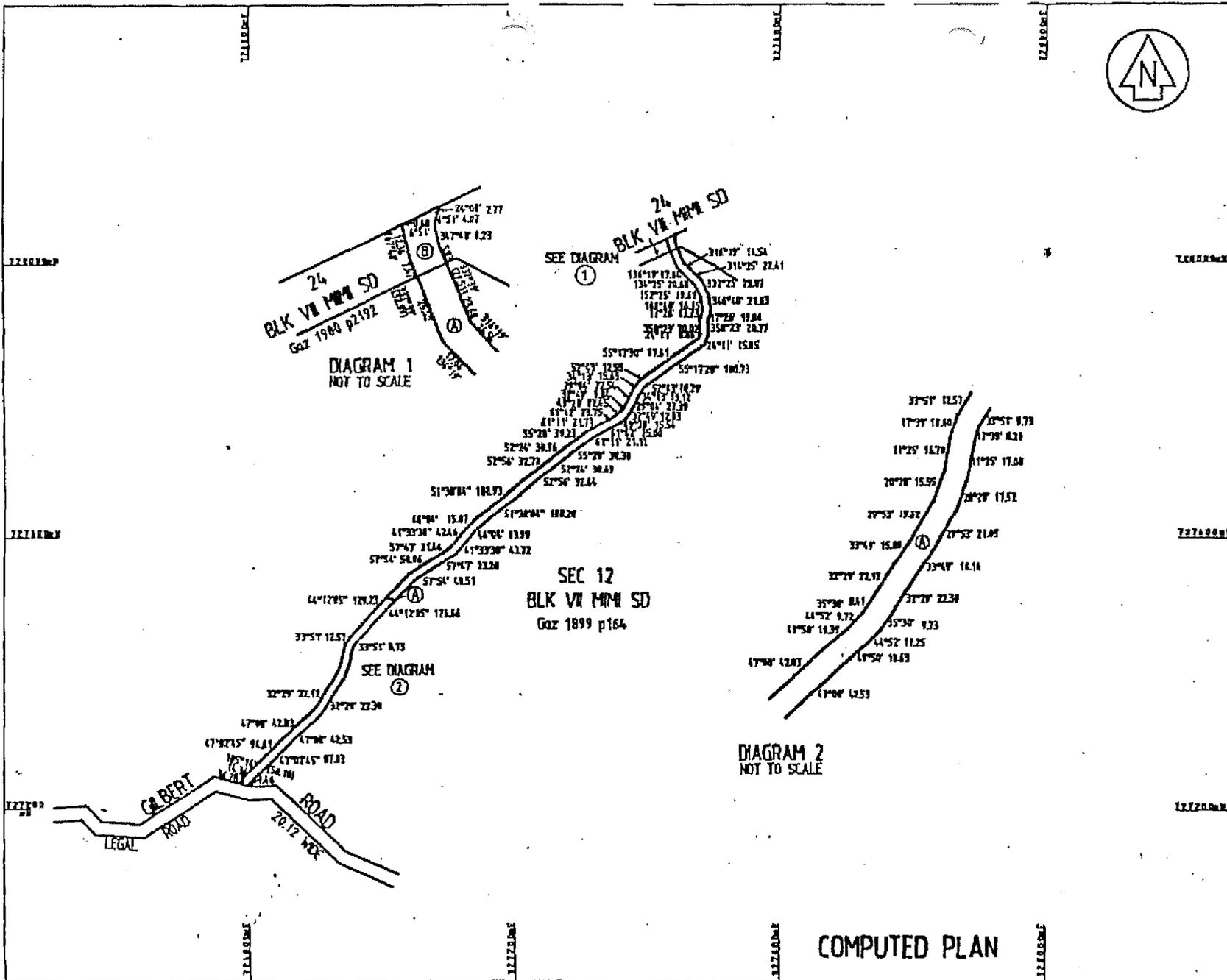
..... Grantor

**NATURAL GAS CORPORATION  
OF NEW ZEALAND LIMITED**

..... Grantee

Particulars entered in the Register on the  
date and at the time recorded below.

District/Assistant Land Registrar  
of the District of Taranaki



Approvals

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REGISTERED PROPRIETORS

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PROPOSED EASEMENT

Purpose	Shown	Serv Tenure	Grantee
Easement	A	Sec 12 Blk VII Mimi SD	Natural Gas Corporation of NZ
	B	Sec 24 Blk VII Mimi SD	

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CLASS OF SURVEY: II

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Total Area

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Comprised in Gaz 1899 p164 (Easement Only)  
Gaz 1980 p2192 (Easement Only)

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I, Geoffrey Wayne Bland  
being a person entitled to practice as a registered surveyor, hereby declare that the survey is such that it complies with the provisions of the Survey Act 1980 and the Survey Regulations 1980, and that the same is accurate and has been created in accordance with that Act and those Regulations.

Signed \_\_\_\_\_  
Date \_\_\_\_\_

---

Field Book # \_\_\_\_\_ Drawing Book # \_\_\_\_\_  
Reference Plans EP 14754, 14734, SO 11544, 11511

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Checked \_\_\_\_\_

---

Approved as to Survey \_\_\_\_\_  
Chief Surveyor

---

Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
for Registrar General of Land

---

LAND DISTRICT TARANAKI  
SURVEY BLK. & DIST. VII MIMI  
NZMS 261 S47 RECORD MAP 164

EASEMENT OVER SECTIONS 12 & 24  
BLK VII MIMI SURVEY DISTRICT

TERRITORIAL AUTHORITY NEW PLYMOUTH DISTRICT  
Surveyed by Bland & Howarth Surveyors Ltd  
Scale 1 : 4000 Date SEPT 2001

File 4494  
Final  
Index  
DP21093

PART 3: PIPELINE EASEMENT

(Approved by the Registrar-General of Land, Wellington - No.575986-1/83)

MEMORANDUM OF TRANSFER  
(GRANT OF EASEMENT)

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the LAND REGISTRATION DISTRICT of Taranaki

as is more particularly described in the Schedule attached hereto (hereinafter referred to as "the hereinafter described land").

IN CONSIDERATION of the covenants hereinafter contained DOTH HEREBY TRANSFER AND GRANT unto NATURAL GAS CORPORATION OF NEW ZEALAND LIMITED a duly incorporated company having its registered office at Wellington (herein called "the Grantee") the following rights and interests as an easement in gross:

1. The right from time to time and at all times to lay, construct, operate, inspect, maintain, repair, replace, renew, add new and leave existing in place, change the size of, and remove, the pipelines and all appurtenances (appurtenances include but are not limited to hot taps and other pipeline attachments) thereto (the pipelines and all appurtenances being together hereinafter except where the context requires a different construction referred to as "the Pipelines") in, over, or through, those parts of the hereinafter described land marked " A & B " on Deposited Plan 21093 (land marked " A & B " is hereinafter referred to as "the Strip of Land"). The Pipelines remain the property of the Grantee and the Grantee may pump, move, convey, transport, and carry through or within, the Pipelines petroleum (as defined in the Crown Minerals Act 1991), water and other liquids, natural gas and other gases.
2. The right within the boundaries of the said strip of land to remove all cultivated or natural vegetation including trees and shrubs.
3. The rights of way over the Strip of Land and such other surrounding areas as may be necessary, together with its engineers, surveyors, workmen, and contractors, with or without any vehicles, implements, tools, pipes, and materials of any kind in, over, and through, the hereinafter described land for any and all purposes necessary or convenient to the exercise by the Grantee of its rights and interests herein granted, but causing the minimum disturbance to the Grantor, his/her land, stock, and other property in so doing.
4. The right within the boundaries of the Strip of Land to construct, operate, inspect, maintain, repair, renew, add new and leave existing in place, change, and remove, such above ground devices or any one or more of them as the Grantee may consider necessary or convenient for the said pipelines. The expression "above ground devices" shall include (inter alia) valves surface marker posts test pipes and points aerial crossing bridges and bridge abutments metering devices booster station bridges and fences around these devices.

AND IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

- (a) The Grantor shall have the right to use the Strip of Land, except as such use may unreasonably interfere with the enjoyment of the rights and easements granted herein, but shall not erect any building, construction, or fence, or plant any tree or shrub, within the boundaries thereof, nor disturb the soil thereof below a depth of 0.4 metres from the surface, or do anything thereon or therein which would or could damage or endanger the said pipelines, without the written consent of the Grantee. Such consent shall not be unreasonably withheld, but may be given subject to reasonable conditions including the power to revoke with appropriate compensation if it is revoked.

PART 3: PIPELINE EASEMENT

- (b) The Grantee shall bury the said pipelines so that it will not interfere with the ordinary cultivation of the hereinafter described land, and in so doing or in maintaining, repairing, renewing, changing, or removing the said pipelines, shall cause as little damage as possible to the surface of the hereinafter described land.
- (c) The Grantee shall pay the costs of restoring all damaged fences and the said surface, as nearly as possible to their former condition or state, excluding any trees or shrubs removed so often as the same shall be necessary hereunder, and in addition shall pay to the Grantor compensation for all other loss, injury, or damage suffered by the Grantor in respect of the rights acquired by the Grantee under this easement.

In this Transfer where the context so requires or admits the singular includes the plural and the masculine gender includes the other genders and vice versa and words importing persons include companies and vice versa.

This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors, and assigns of the parties hereto, and the Grantee may grant any licence or right in respect of any estate or interest conferred by this Transfer and may assign any such estate or interest.

IN WITNESS WHEREOF this Transfer has been executed the

day of 20

SIGNED by the abovenamed  
as Grantor  
in the presence of:

.....  
.....

SIGNED for and on behalf of  
NATURAL GAS CORPORATION  
OF NEW ZEALAND LIMITED  
By its Attorney OWEN FRANCIS McBRIDE  
Under Power of Attorney No. 478379  
(Taranaki Land Registry)  
In the presence of

.....  
.....

DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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PART 3: PIPELINE EASEMENT

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SCHEDULE

All that parcel of land containing 264.6644 hectares more or less being Section 11 Block VII Mimi Survey District  
comprised in Certificate of Title (Taranaki Registry)

Subject to:

PART 3: PIPELINE EASEMENT

**TRANSFER OF** Grant of Easement

Correct for the purposes of the  
Land Transfer Act 1952.

Situated in the Land Registration District of Taranaki

.....  
Solicitor for Grantee

..... Grantor

**NATURAL GAS CORPORATION  
OF NEW ZEALAND LIMITED**

..... Grantee

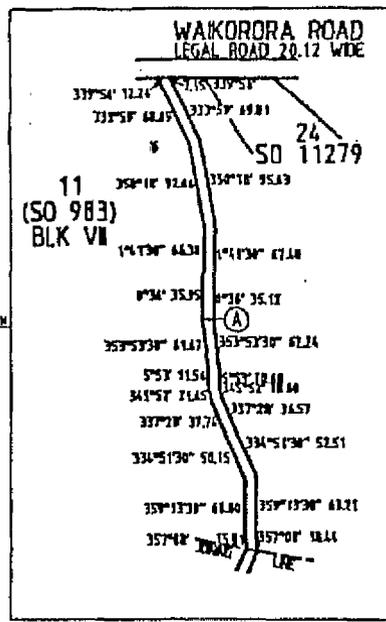
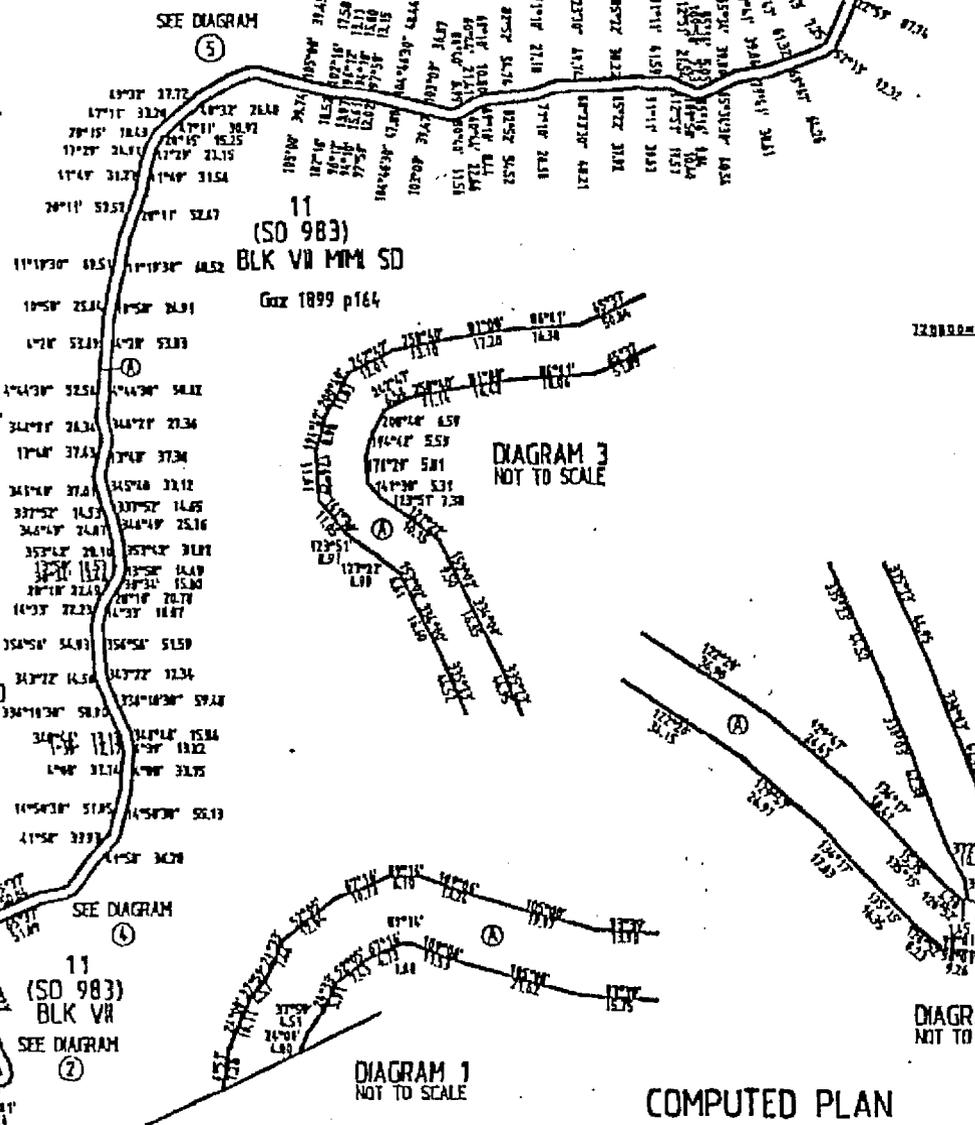
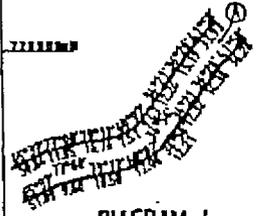
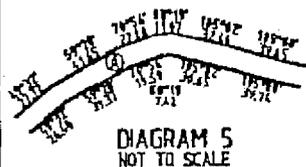
Particulars entered in the Register on the  
date and at the time recorded below.

District/Assistant Land Registrar  
of the District of Taranaki



22222222

22222222



Approvals

REGISTERED PROPRIETORS

PROPOSED EASEMENT			
Purpose	Shown	Serv Tenor	Grantee
Gas	C	Sec 11 Blk VII MIMI SD	Natural Gas Corporation of NZ

CLASS OF SURVEY: II

Total Area

Comprised in Gaz 1899 p164

I, Geoffrey Wayne Bland being a person entitled in practice as a registered surveyor, certify that the survey in which this document relates was accurately and lawfully conducted by me or under my direction in accordance with the Survey Act 1988 and the Survey Regulations 1988. It has obtained the approval, and has been granted in accordance with that Act and those Regulations.

Signed

Date 27th September 2001

Field Book No. 11  
 Reference Plans DP 11754, 11744, SO 1956A, 1951A

Dated 27th Sept 2001

Approved as to Survey

Chief Surveyor

Deposited this 20 day of Sept 2001

For Registrar General of Land

File 6411  
 Recd 11/9/01  
 Index 11/9/01

DP 21094

LAND DISTRICT TARANAKI  
 SURVEY BLK & DIST. VII MIMI  
 NZMS 261 SH1 RECORD MAP No.

EASEMENT OVER SECTION 11  
 BLK VII MIMI SURVEY DISTRICT

TERRITORIAL AUTHORITY NEW PLYMOUTH DISTRICT  
 Surveyed by Bland & Howarth Surveyors Ltd  
 Scale 1 : 4000 Date SEPT 2001

224

**PART 4: DESCRIPTIONS OF STATUTORY AREAS  
(Clauses 9.9.1 and 9.10.1)**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 4: DESCRIPTIONS OF STATUTORY AREAS**

**TABLE 1: AREAS IN RESPECT OF WHICH A STATUTORY ACKNOWLEDGEMENT AND A DEED OF RECOGNITION IS TO BE GIVEN**

<b>Area</b>	<b>Description</b>
Part of Mimi-Pukearuhe Coast Marginal Strip	<p>Taranaki Land District - New Plymouth District</p> <p>16 hectares, approximately, being a marginal strip adjoining Lots 1, 2, 7 and 8 DP 3166, Part Lot 1 and Lot 2 DP 3794 and Lot 1 DP 13502.</p> <p>As shown on SO 14705.</p>
Part of the Mount Messenger Conservation Area in the Area of Interest	<p>Taranaki Land District - New Plymouth District</p> <p>The balance of the Mount Messenger Conservation Area, as described below, after vesting in Ngati Tama the fee simple estate in part of that area, as set out in Part 2 of the Cultural Redress Schedule.</p> <p>2223.3426 hectares, more or less, being Sections 5 and 6 Block XII and Section 10 Block XIII Mimi Survey District. Part New Zealand Gazette 1900 page 160;</p> <p>139.6165 hectares, more or less, being Section 8 Block XII Mimi Survey District. Part New Zealand Gazette 1901 page 60;</p> <p>101.9223 hectares, more or less, being Part Section 9 Block XII Mimi Survey District. Part Transfer 107830;</p> <p>67.8910 hectares, more or less, being Section 25 Block VIII and Section 12 Block XII Mimi Survey District. All New Zealand Gazette 1942 page 1325;</p> <p>118 hectares, approximately, being Section 17 Block VIII Mimi Survey District. Part New Zealand Gazette 1900 page 160. Subject to survey;</p> <p>58 hectares, approximately, being Part Sections 11, 12,13 and 14 Block XIII Mimi Survey District. Balance Transfer 107691.</p> <p>As shown on SO 14706.</p>

**DEED OF SETTLEMENT: CULTURAL REDRESS**

**PART 4: DESCRIPTIONS OF STATUTORY AREAS**

<p>Moki Conservation Area</p>	<p>Taranaki Land District – New Plymouth District</p> <p>366.2405 hectares, more or less, being Section 7 Block XIII Waro Survey District;</p> <p>521.4357 hectares, more or less, being Part Sections 5 and 6 and Section 14 Block XIII Waro Survey District and Section 16 Block I Pouatu Survey District. Part Transfer 204470;</p> <p>Taranaki Land District – Stratford District</p> <p>676.2297 hectares, more or less, being Sections 2 and 9 Block XIII Waro Survey District. Part New Zealand Gazette 1962 page 2114;</p> <p>6676 square metres, more or less, being Sections 14,15,16, 17,18, 19, 20, 21,22 and 23 Block XIV Waro Survey District. Part New Zealand Gazette 1981 page 3568;</p> <p>141.4376 hectares, more or less, being Part Subdivision 1 of Section 9 Block II Pouatu Survey District. Balance Gazette Notice 370898.1;</p> <p>3.5410 hectares, more or less, being Section 6 Block II Pouatu Survey District;</p> <p>5.9008 hectares, more or less, being Section 22 Block II Pouatu Survey District. Part New Zealand Gazette 1937 page 498;</p> <p>19.4150 hectares, more or less, being Sections 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34 and Part Section 35 Block II Pouatu Survey District. Balance Gazette Notice 370898.2;</p> <p>1123.3335 hectares, more or less, being Part Sections 1 and 2 Block XIV Waro Survey District and Part Subdivision 1 of Section 10, Part Subdivision 1 of Section 11, Part Sections 12 and 13 and Sections 5, 14 and 19 Block II Poutau Survey District. Balance New Zealand Gazette 1925 page 2888;</p> <p>Taranaki Land District – New Plymouth and Stratford Districts</p> <p>613.9081 hectares, more or less, being Sections 4, 5 and 12 Block I Pouatu Survey District. All New Zealand Gazette 1962 page 2113;</p> <p>As shown on SO 14707</p>
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**DEED OF SETTLEMENT: CULTURAL REDRESS**

**PART 4: DESCRIPTIONS OF STATUTORY AREAS**

<p>Tongaporutu Conservation Area</p>	<p>Taranaki Land District - New Plymouth District</p> <p>122.48 hectares, approximately, being Part Section 31 Block I Mimi Survey District. Part New Zealand Gazette 1898 page 442. Subject to survey;</p> <p>34.2971 hectares, more or less, being Section 34 Block I Mimi Survey District. Part New Zealand Gazette 1913 page 1884;</p> <p>1467 square metres, more or less, being Section 41 Block I Mimi Survey District. All New Zealand Gazette 1962 page 424.</p> <p>As shown on SO 14708</p>
<p>Mohakatino Swamp Conservation Area</p>	<p>Taranaki Land District - New Plymouth District</p> <p>18.4120 hectares, more or less, being Section 7 Block I Tainui Survey District. Part Transfer 104828.</p> <p>As shown on SO 14710</p>
<p>Pou Tehia Historic Reserve</p>	<p>Taranaki Land District - New Plymouth District</p> <p>8271 square metres, more or less, being Section 42 Block I Mimi Survey District. All Gazette Notice 292403.</p> <p>As shown on SO 14694.</p>
<p>Mohakatino River</p>	<p>Taranaki Land District - New Plymouth District</p> <p>That portion of the Mohakatino River between the mouth of the said river to the western boundary of Mohakatino Parininihi 1D East.</p> <p>As shown on SO 14718.</p>
<p>Tongaporutu River</p>	<p>Taranaki Land District - New Plymouth District</p> <p>That portion of the Tongaporutu River between the mouth of the said river and the western boundary of Part Section 10 Block XIV Waro Survey District.</p> <p>As shown on SO 14719.</p>

**DEED OF SETTLEMENT: CULTURAL REDRESS**

**PART 4: DESCRIPTIONS OF STATUTORY AREAS**

**TABLE 2: AREAS IN RESPECT OF WHICH A STATUTORY ACKNOWLEDGEMENT ONLY IS TO BE GIVEN**

<b>Area</b>	<b>Description</b>
Mohakatino River (No. 1) Marginal Strip	Taranaki Land District - New Plymouth District  2378 square metres, more or less, being a marginal strip adjoining Section 5 Block IV Tainui Survey District.  As shown on SO 14713.
Mohakatino River (No. 2) Marginal Strip	Taranaki Land District - New Plymouth District  9.37 hectares, approximately, being marginal strips adjoining Sections 6, 8, 9 and 10 Block IV Tainui Survey District and Section 2 Block I Waro Survey District.  As shown on SO 14715.
Mohakatino Coastal Marginal Strip	Taranaki Land District - New Plymouth District  3.3 hectares, approximately, being a marginal strip over Section 1 SO 13221. Part CT J1/ 1025.  As shown on SO 14749.
Coastal Marine Area adjoining the Area of Interest	Taranaki Land District - New Plymouth District  That portion of the Coastal Marine Area between the south bank of the Mokau River and the north bank of the Papatiki Stream.  As shown on SO 14716.

**PART 5: STATUTORY ACKNOWLEDGEMENTS**  
**(Clause 9.9.1)**

**STATUTORY ACKNOWLEDGEMENT FOR PART OF  
MIMI-PUKEARUHE COAST MARGINAL STRIP**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 5: STATUTORY ACKNOWLEDGEMENTS: PART OF MIMI-PUKEARUHE COAST MARGINAL STRIP

#### 1. STATUTORY AREA

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as Part of Mimi-Pukearuhe Coast Marginal Strip, the general location of which is indicated on SO 14705.

#### 2. PREAMBLE

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with Part of Mimi-Pukearuhe Coast Marginal Strip as set out in clause 3 below.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE PART OF MIMI-PUKEARUHE COAST MARGINAL STRIP

This is an area of high historic importance to Ngati Tama and contains some significant pa sites including Titoki, Whakarewa, Otumatua and Pukearuhe.

The Papatiki stream is located in the area. It is tapu to Ngati Tama because of the way in which it was used by northern invaders after a battle in pre-Pakeha times.

There remain important kaitiaki links to the patiki (flounder/sole) and tamure (snapper) breeding grounds, as well as other fish resources.

A very important feature of the area is the presence of high papa rock cliffs. A unique fishing method was developed by Ngati Tama, using the ledges hewn out by nature at the bottom of these cliffs. Mako (shark), tamure and arara (trevali) were caught off these ledges in abundance.

Koura (freshwater crayfish), kutae (mussels), kina (sea eggs), paua and other resources also contributed to a reliable and plentiful supply of fish in season from the area. Ngati Tama developed a number of different ways of preserving these supplies for later consumption, using every part of the fish. This tradition has survived and continues to be used by Ngati Tama as a form of aroha koha (reciprocal contribution) at special hui.

Where the cliffs incline to sea level there are a number of tauranga waka (canoe berths) formerly used for fishing canoes. These have special significance to Ngati Tama in their identification with the area as physical symbols of an historical association with it.

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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### **PART 5: STATUTORY ACKNOWLEDGEMENTS: PART OF MIMI-PUKEARUHE COAST MARGINAL STRIP**

Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with Part of Mimi-Pukearuhe Coast Marginal Strip as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

5.1.1 this Statutory Acknowledgement does not:

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, Part of Mimi-Pukearuhe Coast Marginal Strip; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with Part of Mimi-Pukearuhe Coast Marginal Strip than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of Part of Mimi-Pukearuhe Coast Marginal Strip.

#### **6. NO LIMITATION ON CROWN**

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of Part of Mimi-Pukearuhe Coast Marginal Strip to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR PART OF MOUNT  
MESSENGER CONSERVATION AREA IN THE AREA OF  
INTEREST**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 5: STATUTORY ACKNOWLEDGEMENTS: PART OF MOUNT MESSENGER CONSERVATION AREA IN THE AREA OF INTEREST

#### 1. STATUTORY AREA

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as Part of Mount Messenger Conservation Area in the Area of Interest, the general location of which is indicated on SO 14706.

#### 2. PREAMBLE

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with Part of Mount Messenger Conservation Area in the Area of Interest as set out in clause 3 below.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH PART OF MOUNT MESSENGER CONSERVATION AREA IN THE AREA OF INTEREST

This is an important area containing Ngati Tama pa sites and mahinga kai sources of birds and fish.

The once great Katikatiaka Pa was located here, inhabited by the descendants of Uerata who were among the fighting elite of Ngati Tama. It was an important vantage point, built in two divisions, and extending to the seaward clifftops. Tihi Manuka, a refuge pa, also situated in the area, was directly connected to an important inland track.

Kiwi, kahurangi, kereru, eels, inanga and the paua slug were traditional resources found here. Papa clay types found here were used for dyeing muka. A range of temperate zone flora was also available to Ngati Tama from this area including beech, rata, rimu, and a variety of ferns. Important mahinga kai streams include Te Horo, Ruataniwha, Waipingao and Waikaramarama.

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with Part

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 5: STATUTORY ACKNOWLEDGEMENTS: PART OF MOUNT MESSENGER CONSERVATION  
AREA IN THE AREA OF INTEREST**

of Mount Messenger Conservation Area in the Area of Interest as provided in section  
[ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

5.1.1 this Statutory Acknowledgement does not:

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, Part of Mount Messenger Conservation Area in the Area of Interest; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with Part of Mount Messenger Conservation Area in the Area of Interest than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of Part of Mount Messenger Conservation Area in the Area of Interest.

**6. NO LIMITATION ON CROWN**

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of Part of Mount Messenger Conservation Area in the Area of Interest to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR MOKI  
CONSERVATION AREA**

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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### **PART 5: STATUTORY ACKNOWLEDGEMENTS: MOKI CONSERVATION AREA**

#### **1. STATUTORY AREA**

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as the Moki Conservation Area, the general location of which is indicated on SO 14707.

#### **2. PREAMBLE**

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Moki Conservation Area as set out in clause 3 below.

#### **3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE MOKI CONSERVATION AREA**

This area is important to Ngati Tama for the inland walking track that Ngati Tama used to travel overland to Wanganui and an alternative route from the coast to neighbouring iwi. This area also contains a pa site, the Tihi Manuka pa, of importance to Ngati Tama.

#### **4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT**

##### **4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:**

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with the Moki Conservation Area as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

##### **5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:**

5.1.1 this Statutory Acknowledgement does not:

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 5: STATUTORY ACKNOWLEDGEMENTS: MOKI CONSERVATION AREA

- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, the Moki Conservation Area; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with the Moki Conservation Area than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of the Moki Conservation Area.

### 6. NO LIMITATION ON CROWN

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Moki Conservation Area to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR TONGAPORUTU  
CONSERVATION AREA**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 5: STATUTORY ACKNOWLEDGEMENTS: TONGAPORUTU CONSERVATION AREA

#### 1. STATUTORY AREA

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as the Tongaporutu Conservation Area, the general location of which is indicated on SO 14708.

#### 2. PREAMBLE

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Tongaporutu Conservation Area as set out in clause 3 below.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE TONGAPORUTU CONSERVATION AREA

Te Umukaha Pa was another important defence link in this area in the chain of Ngati Tama fighting pa along the coast. Close by, on the opposite bank, stood the mighty Pukeariki, which served as a refuge for the local people in times of war. Pukeariki was also an important beacon point in the coastal network. Beacon fires were lit at strategic points along the coast to carry pre-arranged messages between settlements.

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with the Tongaporutu Conservation Area as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

5.1.1 this Statutory Acknowledgement does not:

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 5: STATUTORY ACKNOWLEDGEMENTS: TONGAPORUTU CONSERVATION AREA

- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, the Tongaporutu Conservation Area; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with the Tongaporutu Conservation Area than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of the Tongaporutu Conservation Area.

### 6. NO LIMITATION ON CROWN

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Tongaporutu Conservation Area to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR MOHAKATINO  
SWAMP CONSERVATION AREA**

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

### **PART 5: STATUTORY ACKNOWLEDGEMENTS: MOHAKATINO SWAMP CONSERVATION AREA**

#### **1. STATUTORY AREA**

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as the Mohakatino Swamp Conservation Area, the general location of which is indicated on SO 14710.

#### **2. PREAMBLE**

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Mohakatino Swamp Conservation Area as set out in clause 3 below.

#### **3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE MOHAKATINO SWAMP CONSERVATION AREA**

3.1 This is an area that has many significant waahi tapu.

3.2 It is also valuable to Ngati Tama due to it being an historical garden area where the cultivation of taewa (potato varieties) and kumara (sweet potato) was a specialist activity. The garden kaitiaki were the local people from Pa Hukunui and Pukekarirua. The area was also used by Ngati Tama for access to mahinga kai and cultivation of other crops.

#### **4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT**

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with the Mohakatino Swamp Conservation Area as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

5.1.1 this Statutory Acknowledgement does not:

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 5: STATUTORY ACKNOWLEDGEMENTS: MOHAKATINO SWAMP CONSERVATION AREA**

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, the Mohakatino Swamp Conservation Area; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with the Mohakatino Swamp Conservation Area than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of the Mohakatino Swamp Conservation Area.

**6. NO LIMITATION ON CROWN**

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Mohakatino Swamp Conservation Area to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR POU TEHIA  
HISTORIC RESERVE**

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

### **PART 5: STATUTORY ACKNOWLEDGEMENTS: POU TEHIA HISTORIC RESERVE**

#### **1. STATUTORY AREA**

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as the Pou Tehia Historic Reserve, the general location of which is indicated on SO 14694.

#### **2. PREAMBLE**

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Pou Tehia Historic Reserve as set out in clause 3 below.

#### **3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE POU TEHIA HISTORIC RESERVE**

3.1 Pou Tehia Pa was one of two significant Ngati Tama fighting pa on the banks of the Tongaporutu. The other pa was the mighty Pukeariki Pa which provided refuge for the areas occupants in time of war, as well as being the lookout and beacon point in the Ngati Tama network of coastal strongholds.

3.2 On the northern bank of the Tongaporutu, Umukaha Pa and Omaha Pa formed part of that defence network.

3.3 Many urupa (burial sites) are to be found on both sides of the river. These provided the last resting places for the communities and their defenders.

#### **4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT**

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with the Pou Tehia Historic Reserve as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 5: STATUTORY ACKNOWLEDGEMENTS: POU TEHIA HISTORIC RESERVE**

5.1.1 this Statutory Acknowledgement does not:

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, the Pou Tehia Historic Reserve; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with the Pou Tehia Historic Reserve than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of the Pou Tehia Historic Reserve.

**6. NO LIMITATION ON CROWN**

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Pou Tehia Historic Reserve to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR  
MOHAKATINO RIVER**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 5: STATUTORY ACKNOWLEDGEMENTS: MOHAKATINO RIVER

#### 1. STATUTORY AREA

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as the Mohakatino River, the general location of which is indicated on SO 14718.

#### 2. PREAMBLE

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Mohakatino River as set out in clause 3 below.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE MOHAKATINO RIVER

3.1 The Mohakatino River has great significance for Ngati Tama being the landing place of the Tokomaru waka and the original site of Ngati Tama residence. Marae-Rotohia, for centuries the ancient house of learning of Tokomaru descendants, was established in this area by Rakeiora, one of the Tokomaru waka chiefs and tohunga (specialist in traditional knowledge), and faithfully guarded by Ngati Tama during their dominion.

3.2 Te Rangihiroa wrote in loving recollection of his kuia Kapuakore's stories about the area. "On the edge of the sand .... lapped by the sea which watched over Poutama since the beginning, stands the rock Paroa where 10 Ngati Tama gaily fishing with their faces turned to the sea marked not the mustering 'taua' (war party) gathering on the beach behind until the rising tide waist-high upon the rock forced them to turn. I verily believe that Pakeha would have drowned themselves, but the naked and unarmed N'Tama grasping the stone sinkers of their lines unhesitatingly waded ashore and fought like war-gods so that relatives in the 'taua' in thrusting, let their spears go. The flying weapons were promptly caught in mid-air and to the valiant ten were armed and slew and slew beneath the shining sun until the enemy were put to flight."

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 5: STATUTORY ACKNOWLEDGEMENTS: MOHAKATINO RIVER

Mohakatino River as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

5.1.1 this Statutory Acknowledgement does not:

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, the Mohakatino River; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with the Mohakatino River than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of the Mohakatino River.

#### 6. NO LIMITATION ON CROWN

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Mohakatino River to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR  
TONGAPORUTU RIVER**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 5: STATUTORY ACKNOWLEDGEMENTS: TONGAPORUTU RIVER

#### 1. STATUTORY AREA

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as the Tongaporutu River, the general location of which is indicated on SO 14719.

#### 2. PREAMBLE

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Tongaporutu River as set out in clause 3 below.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE TONGAPORUTU RIVER

3.1 This area can be considered part of the heart of Poutama country, to whose fighting fame some notable Ngati Tama warriors contributed. It was the battleground of many a hostile incursion from the north, located between Te Umukaha Pa and Omaha Pa. On the southern bank of the Tongaporutu stood Pou Tehia Pa. A little westward on the headland, stood Pukeariki Pa and offshore was Te Kaeaea's island pa, Pa Tangata.

3.2 The proximity and quantity of sea and forest resources, the abundance of river and agricultural produce, the subtropical climate and relatively protected river inlet was a paradise for the closely linked coastal population. Among the most famous of the area was Te Kaeaea, also known as Taringa Kuri and brother of Te Puoho their parents being Whangataki II and Hinewairoro both of whom trace their lineage back to the Tokomaru.

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with the Tongaporutu River as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 5: STATUTORY ACKNOWLEDGEMENTS: TONGAPORUTU RIVER**

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

5.1.1 this Statutory Acknowledgement does not:

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, the Tongaporutu River; and

5.1.2 without limiting **clause 5.1.1**, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with the Tongaporutu River than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of the Tongaporutu River.

**6. NO LIMITATION ON CROWN**

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Tongaporutu River to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR MOHAKATINO  
RIVER (NO. 1) MARGINAL STRIP**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 5: STATUTORY ACKNOWLEDGEMENTS: MOHAKATINO RIVER (NO. 1) MARGINAL STRIP

#### 1. STATUTORY AREA

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as the Mohakatino River (No. 1) Marginal Strip, the general location of which is indicated on SO 14713.

#### 2. PREAMBLE

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Mohakatino River (No. 1) Marginal Strip as set out in clause 3 below.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE MOHAKATINO RIVER (NO. 1) MARGINAL STRIP

3.1 This area is near the site of the landing of the Tokomaru waka and the original site of Ngati Tama residence. As a consequence, it holds significant value to Ngati Tama.

3.2 The area was also a valuable source of mahinga kai for Ngati Tama. Tuna (eels), inanga (whitebait) and koura (freshwater crayfish) were among the river resources found here. A diverse range of vegetation such as nikau, beech, rata, rimu and fern varieties provided food and also building and ornamental materials. Kokako, kereru, kiwi, kaka were significant among the fauna of the area.

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with the Mohakatino River (No. 1) Marginal Strip as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

5.1.1 this Statutory Acknowledgement does not:

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 5: STATUTORY ACKNOWLEDGEMENTS: MOHAKATINO RIVER (NO. 1) MARGINAL STRIP

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, the Mohakatino River (No 1) Marginal Strip; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with the Mohakatino River (No. 1) Marginal Strip than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of the Mohakatino River (No. 1) Marginal Strip.

#### 6. NO LIMITATION ON CROWN

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Mohakatino River (No. 1) Marginal Strip to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR MOHAKATINO  
RIVER (NO. 2) MARGINAL STRIP**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 5: STATUTORY ACKNOWLEDGEMENTS: MOHAKATINO RIVER (NO. 2) MARGINAL STRIP

#### 1. STATUTORY AREA

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as the Mohakatino River (No. 2) Marginal Strip, the general location of which is indicated on SO 14715.

#### 2. PREAMBLE

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Mohakatino River (No. 2) Marginal Strip as set out in clause 3 below.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE MOHAKATINO RIVER (NO. 2) MARGINAL STRIP

This area is important to Ngati Tama as a mahinga kai reserve. Abundant river resources such as tuna, inanga, and koura were sourced from the area. Forest resources including the medicinally important kawakawa were abundant. Kokako, kereru, kiwi and kaka were key fauna of the area.

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with the Mohakatino River (No. 2) Marginal Strip as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

5.1.1 this Statutory Acknowledgement does not:

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 5: STATUTORY ACKNOWLEDGEMENTS: MOHAKATINO RIVER (NO. 2) MARGINAL STRIP**

- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, the Mohakatino River (No 2) Marginal Strip; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with the Mohakatino River (No. 2) Marginal Strip than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of the Mohakatino River (No. 2) Marginal Strip.

**6. NO LIMITATION ON CROWN**

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Mohakatino River (No. 2) Marginal Strip to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR MOHAKATINO  
COASTAL MARGINAL STRIP**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 5: STATUTORY ACKNOWLEDGEMENTS: MOHAKATINO COASTAL MARGINAL STRIP

#### 1. STATUTORY AREA

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as the Mohakatino Coastal Marginal Strip, the general location of which is indicated on SO 14749.

#### 2. PREAMBLE

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Mohakatino Coastal Marginal Strip as set out in clause 3 below.

#### 3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE MOHAKATINO COASTAL MARGINAL STRIP

3.1 Along this beach between the Mohakatino and Mokau Rivers, Ngati Tama engaged in numerous battles with northern iwi. One of these battles was "Nga-tai-pari-rua" in 1815 which as its name indicates, was fought during two high tides.

3.2 Because of such battles and the communities in the area, there are a number of urupa (burial sites) of significance to Ngati Tama in the vicinity.

3.3 The mataitai resources along this beach are of great value to the tribes associated with them and were often a cause for dispute.

#### 4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with the Mohakatino Coastal Marginal Strip as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 5: STATUTORY ACKNOWLEDGEMENTS: MOHAKATINO COASTAL MARGINAL STRIP**

5.1.1 this Statutory Acknowledgement does not:

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, the Mahakatino Coastal Marginal Strip; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with the Mohakatino Coastal Marginal Strip than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of the Mohakatino Coastal Marginal Strip.

**6. NO LIMITATION ON CROWN**

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Mohakatino Coastal Marginal Strip to a party or parties other than Ngati Tama or the Governance Entity.

**STATUTORY ACKNOWLEDGEMENT FOR COASTAL MARINE  
AREA ADJOINING THE AREA OF INTEREST**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 5: STATUTORY ACKNOWLEDGEMENTS: COASTAL MARINE AREA ADJOINING  
THE AREA OF INTEREST**

**1. STATUTORY AREA**

The area to which this Statutory Acknowledgement applies is the area referred to in the Deed of Settlement as the Coastal Marine Area adjoining the Area of Interest, the general location of which is indicated on SO 14716.

**2. PREAMBLE**

Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Coastal Marine Area adjoining the Area of Interest as set out in clause 3 below.

**3. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION OF NGATI TAMA WITH THE COASTAL MARINE AREA ADJOINING THE AREA OF INTEREST**

Te Rangihiroa (Sir Peter Buck) wrote of Ngati Tama's renown throughout the country for their fighting prowess. He recorded the words of an unnamed old man; "other tribes fought for fat lands, for birds and rat preserves, an aruhe rahui (fernroot reserve) ... but Ngati Tama fought for the sake of fighting, with a parcel of wet land as "take" (cause)".

**4. PURPOSES OF STATUTORY ACKNOWLEDGEMENT**

4.1 Under section [ ] of the Settlement Act (clause 9.9.2 of the Deed of Settlement), and without limiting clauses 5 and 6, the only purposes of this Statutory Acknowledgement are:

4.1.1 to require that Consent Authorities, the Environment Court and the New Zealand Historic Places Trust, as the case may be, have regard to this Statutory Acknowledgement as provided in section [ ] of the Settlement Act (clause 9.9.2(a) of the Deed of Settlement);

4.1.2 to require that relevant Consent Authorities forward summaries of Resource Consent Applications to the Governance Entity as provided in section [ ] of the Settlement Act (clause 9.9.2(b) of the Deed of Settlement); and

4.1.3 to enable the Governance Entity, and any Member of Ngati Tama, to cite this Statutory Acknowledgement as evidence of the association of Ngati Tama with the Coastal Marine Area adjoining the Area of Interest as provided in section [ ] of the Settlement Act (clause 9.9.2(c) of the Deed of Settlement).

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

5.1 Except as expressly provided in the Settlement Act and the Deed of Settlement:

5.1.1 this Statutory Acknowledgement does not:

- (a) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 5: STATUTORY ACKNOWLEDGEMENTS: COASTAL MARINE AREA ADJOINING  
THE AREA OF INTEREST**

- (b) affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; or
- (c) grant, create or evidence any estate or interest in, or any rights relating to, the Coastal Marine Area adjoining the Area of Interest; and

5.1.2 without limiting clause 5.1.1, no person, in considering any matter or making any decision or recommendation under the relevant Legislation, may give any greater or lesser weight to Ngati Tama's association with the Coastal Marine Area Adjoining the Area of Interest than that person would give under the relevant Legislation, if this Statutory Acknowledgement did not exist in respect of the Coastal Marine Area adjoining the Area of Interest.

**6. NO LIMITATION ON CROWN**

The existence of this Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Coastal Marine Area Adjoining the Area of interest to a party or parties other than Ngati Tama or the Governance Entity.

**PART 6: DEEDS OF RECOGNITION**

**(Clause 9.10.1)**

**PART 6: DEEDS OF RECOGNITION**

**DEED OF RECOGNITION FOR PART OF MIMI-PUKEARUHE  
COAST MARGINAL STRIP**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: PART OF MIMI-PUKEARUHE COAST  
MARGINAL STRIP**

THIS DEED is made

BETWEEN

[*Name of Ngati Tama Governance Entity*] (the **Governance Entity**)

AND

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (the **Crown**)

**BACKGROUND**

- A On [date] Ngati Tama and the Crown entered into a deed of settlement (the "Deed of Settlement") recording the matters required to give effect to a settlement of the Historical Claims of Ngati Tama.
- B Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.10.1 of the Deed of Settlement), the **Governance Entity** and the **Crown** are to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngati Tama's statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngati Tama in relation to specific areas is based.

**THE PARTIES** agree as follows:

**1. AREA**

The area to which this Deed of Recognition applies is the area referred to in the Deed of Settlement as Part of Mimi-Pukearuhe Coast Marginal Strip (the "Area"), the general location of which is indicated on SO 14705.

**2. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION WITH THE AREA**

- 2.1 This is an area of high historic importance to Ngati Tama and contains some significant pa sites including Titoki, Whakarewa, Otumatua and Pukearuhe.
- 2.2 The Papatiki stream is located in the area. It is tapu to Ngati Tama because of the way in which it was used by northern invaders after a battle in pre-Pakeha times.
- 2.3 There remain important kaitiaki links to the patiki (flounder/sole) and tamure (snapper) breeding grounds, as well as other fish resources.
- 2.4 A very important feature of the area is the presence of high papa rock cliffs. A unique fishing method was developed by Ngati Tama, using the ledges hewn out by nature at the bottom of these cliffs. Mako (shark), tamure and arara (trevalli) were caught off these ledges in abundance.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: PART OF MIMI-PUKEARUHE COAST MARGINAL STRIP

- 2.5 Koura (freshwater crayfish), kutae (mussels), kina (sea eggs), paua and other resources also contributed to a reliable and plentiful supply of fish in season from the area. Ngati Tama developed a number of different ways of preserving these supplies for later consumption, using every part of the fish. This tradition has survived and continues to be used by Ngati Tama as a form of aroha koha (reciprocal contribution) at special hui.
- 2.6 Where the cliffs incline to sea level there are a number of tauranga waka (canoe berths) formerly used for fishing canoes. These have special significance to Ngati Tama in their identification with the area as physical symbols of an historical association with it.

#### 3. CROWN'S ACKNOWLEDGEMENT

Under section [ ] of the Settlement Act (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Area (the "Statement of Association") as set out in clause 2.

#### 4. ROLE OF THE GOVERNANCE ENTITY

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

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

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

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

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

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

### **PART 6: DEEDS OF RECOGNITION: PART OF MIMI-PUKEARUHE COAST MARGINAL STRIP**

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

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

#### **5. OTHER PROVISIONS**

5.1 Under sections [ ] of the Settlement Act (clause 9.11.1 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

(a) this Deed of Recognition does not:

(i) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;

(ii) affect the lawful rights or interests of a person who is not a party to this Deed; or

(iii) grant, create or evidence any estate or interest in, or any rights relating to, the Area; and

(b) without limiting clause 5.1.1(a), a person, in considering any matter, or making any decision or recommendation, under any Legislation, must not give any greater or lesser weight to Ngati Tama's association with the Area than that person would give if this Deed of Recognition did not exist in respect of the Area.

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

#### **6. NO LIMITATION ON CROWN**

The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Area with a person or persons other than Ngati Tama or the Governance Entity.

#### **7. TERMINATION**

7.1 Under section [ ] of the Settlement Act (clause 9.10.2(f) of the Deed of Settlement) this Deed of Recognition will terminate in respect of the Area or part of it (the "Identified Area"), if:

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: PART OF MIMI-PUKEARUHE COAST  
MARGINAL STRIP**

7.1.2 the Identified Area is disposed of by the Crown; or

7.1.3 the responsibility for managing the Identified Area is transferred to a different Minister, Ministerial portfolio or Department.

**8. CONTINUED INPUT**

If a Deed of Recognition terminates in relation to an Identified Area under clause 7.1.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Identified Area through negotiation with the new Minister, the Commissioner of Crown Lands or other responsible official, as the case may be.

**9. NO ASSIGNMENT**

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

**10. INTERPRETATION**

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

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

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

**SIGNED** as a Deed on [            ]

*[insert appropriate attestation for the Governance Entity]*

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

**WITNESS**

---

Name:  
Occupation:  
Address:

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

---

**PART 6: DEEDS OF RECOGNITION**

**DEED OF RECOGNITION FOR PART OF MOUNT MESSENGER  
CONSERVATION AREA IN THE AREA OF INTEREST**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

---

**PART 6: DEEDS OF RECOGNITION: PART OF MOUNT MESSENGER CONSERVATION  
AREA IN THE AREA OF INTEREST**

**THIS DEED** is made

**BETWEEN**

[*Name of Ngati Tama Governance Entity*] (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (the **Crown**)

**BACKGROUND**

- A On [*date*] Ngati Tama and the Crown entered into a deed of settlement (the "Deed of Settlement") recording the matters required to give effect to a settlement of the Historical Claims of Ngati Tama.
- B Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.10.1 of the Deed of Settlement), the Governance Entity and the Crown are to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngati Tama's statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngati Tama in relation to specific areas is based.

**THE PARTIES** agree as follows:

**1. AREA**

The area to which this Deed of Recognition applies is the area referred to in the Deed of Settlement as Part of the Mount Messenger Conservation Area in the Area of Interest (the "Area"), the general location of which is indicated on SO 14706.

**2. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION WITH THE AREA**

- 2.1 This is an important area containing Ngati Tama pa sites and mahinga kai sources of birds and fish.
- 2.2 The once great Katikatiaka Pa was located here, inhabited by the descendants of Uerata who were among the fighting elite of Ngati Tama. It was an important vantage point, built in two divisions, and extending to the seaward clifftops. Tihi Manuka, a refuge pa, also situated in the area, was directly connected to an important inland track.
- 2.3 Kiwi, kahurangi, kereru, eels, inanga and the paua slug were traditional resources found here. Papa clay types found here were used for dyeing muka. A range of temperate zone flora was also available to Ngati Tama from this area including beech, rata, rimu, and a variety of ferns. Important mahinga kai streams include Te Horo, Ruataniwha, Waipingao and Waikaramarama.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: PART OF MOUNT MESSENGER CONSERVATION AREA IN THE AREA OF INTEREST

#### 3. CROWN'S ACKNOWLEDGEMENT

Under section [ ] of the Settlement Act (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Area (the "Statement of Association") as set out in clause 2.

#### 4. ROLE OF THE GOVERNANCE ENTITY

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

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

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

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

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

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

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

#### 5. OTHER PROVISIONS

5.1 Under sections [ ] of the Settlement Act (clause 9.11.1 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: PART OF MOUNT MESSENGER CONSERVATION AREA IN THE AREA OF INTEREST

- (a) this Deed of Recognition does not:
  - (i) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
  - (ii) affect the lawful rights or interests of a person who is not a party to this Deed; or
  - (iii) grant, create or evidence any estate or interest in, or any rights relating to, the Area; and
- (b) without limiting clause 5.1.1(a), a person, in considering any matter, or making any decision or recommendation, under any Legislation, must not give any greater or lesser weight to Ngati Tama's association with the Area than that person would give if this Deed of Recognition did not exist in respect of the Area.

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

#### 6. NO LIMITATION ON CROWN

The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Area with a person or persons other than Ngati Tama or the Governance Entity.

#### 7. TERMINATION

7.1 Under section [ ] of the Settlement Act (clause 9.10.2(f) of the Deed of Settlement) this Deed of Recognition will terminate in respect of the Area or part of it (the "Identified Area"), if:

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

7.1.2 the Identified Area is disposed of by the Crown; or

7.1.3 the responsibility for managing the Identified Area is transferred to a different Minister, Ministerial portfolio or Department.

#### 8. CONTINUED INPUT

If a Deed of Recognition terminates in relation to an Identified Area under clause 7.1.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Identified Area through negotiation with the new Minister, the Commissioner of Crown Lands or other responsible official, as the case may be.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: PART OF MOUNT MESSENGER CONSERVATION  
AREA IN THE AREA OF INTEREST**

**9. NO ASSIGNMENT**

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

**10. INTERPRETATION**

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

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

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

**SIGNED** as a Deed on [            ]

*[Insert appropriate attestation for the Governance Entity]*

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

**WITNESS**

---

Name:  
Occupation:  
Address:

**DEED OF RECOGNITION FOR THE MOKI  
CONSERVATION AREA**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

---

**PART 6: DEEDS OF RECOGNITION: MOKI CONSERVATION AREA**

**THIS DEED** is made

**BETWEEN**

[*Name of Ngati Tama Governance Entity*] (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (the **Crown**)

**BACKGROUND**

- A On [*date*] Ngati Tama and the Crown entered into a deed of settlement (the "Deed of Settlement") recording the matters required to give effect to a settlement of the Historical Claims of Ngati Tama.
- B Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.10.1 of the Deed of Settlement), the Governance Entity and the Crown are to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngati Tama's statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngati Tama in relation to specific areas is based.

**THE PARTIES** agree as follows:

**1. AREA**

The area to which this Deed of Recognition applies is the area referred to in the Deed of Settlement as the Moki Conservation Area (the "Area"), the general location of which is indicated on SO 14707.

**2. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION WITH THE AREA**

This area is important to Ngati Tama for the inland walking track that Ngati Tama used to travel overland to Wanganui and an alternative route from the coast to neighbouring iwi. This area also contains a pa site, the Tihi Manuka pa, of importance to Ngati Tama.

**3. CROWN'S ACKNOWLEDGEMENT**

- 3.1 Under section [ ] of the Settlement Act (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Area (the "Statement of Association") as set out in clause 2.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

---

**PART 6: DEEDS OF RECOGNITION: MOKI CONSERVATION AREA**

**4. ROLE OF THE GOVERNANCE ENTITY**

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

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

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

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

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

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

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

**5. OTHER PROVISIONS**

5.1 Under sections [ ] of the Settlement Act (clause 9.11.1 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition does not:
  - (i) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: MOKI CONSERVATION AREA

(ii) affect the lawful rights or interests of a person who is not a party to this Deed; or

(iii) grant, create or evidence any estate or interest in, or any rights relating to, the Area; and

(b) without limiting clause 5.1.1(a), a person, in considering any matter, or making any decision or recommendation, under any Legislation, must not give any greater or lesser weight to Ngati Tama's association with the Area than that person would give if this Deed of Recognition did not exist in respect of the Area.

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

#### 6. NO LIMITATION ON CROWN

The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Area with a person or persons other than Ngati Tama or the Governance Entity.

#### 7. TERMINATION

7.1 Under section [ ] of the Settlement Act (clause 9.10.2(f) of the Deed of Settlement) this Deed of Recognition will terminate in respect of the Area or part of it (the "Identified Area"), if:

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

7.1.2 the Identified Area is disposed of by the Crown; or

7.1.3 the responsibility for managing the Identified Area is transferred to a different Minister, Ministerial portfolio or Department.

#### 8. CONTINUED INPUT

If a Deed of Recognition terminates in relation to an Identified Area under clause 7.1.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Identified Area through negotiation with the new Minister, the Commissioner of Crown Lands or other responsible official, as the case may be.

#### 9. NO ASSIGNMENT

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: MOKI CONSERVATION AREA**

**10. INTERPRETATION**

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

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

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

**SIGNED** as a Deed on [            ]

*[Insert appropriate attestation for the Governance Entity]*

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

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

**DEED OF RECOGNITION FOR THE TONGAPORUTU  
CONSERVATION AREA**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

---

**PART 6: DEEDS OF RECOGNITION: TONGAPORUTU CONSERVATION AREA**

**THIS DEED** is made

**BETWEEN**

[*Name of Ngati Tama Governance Entity*] (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (the **Crown**)

**BACKGROUND**

- A On [*date*] Ngati Tama and the Crown entered into a deed of settlement (the "Deed of Settlement") recording the matters required to give effect to a settlement of the Historical Claims of Ngati Tama.
- B Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.10.1 of the Deed of Settlement), the Governance Entity and the Crown are to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngati Tama's statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngati Tama in relation to specific areas is based.

**THE PARTIES** agree as follows:

**1. AREA**

The area to which this Deed of Recognition applies is the area referred to in the Deed of Settlement as the Tongaporutu Conservation Area (the "Area"), the general location of which is indicated on SO 14708.

**2. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION WITH THE AREA**

Te Umukaha Pa was another important defence link in this area in the chain of Ngati Tama fighting pa along the coast. Close by, on the opposite bank, stood the mighty Pukeariki, which served as a refuge for the local people in times of war. Pukeariki was also an important beacon point in the coastal network. Beacon fires were lit at strategic points along the coast to carry pre-arranged messages between settlements.

**3. CROWN'S ACKNOWLEDGEMENT**

Under section [ ] of the Settlement Act (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Area (the "Statement of Association") as set out in clause 2.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: TONGAPORUTU CONSERVATION AREA**

**4. ROLE OF THE GOVERNANCE ENTITY**

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

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

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

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

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

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

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

**5. OTHER PROVISIONS**

5.1 Under sections [ ] of the Settlement Act (clause 9.11.1 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition does not:
  - (i) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: TONGAPORUTU CONSERVATION AREA

- (ii) affect the lawful rights or interests of a person who is not a party to this Deed; or
  - (iii) grant, create or evidence any estate or interest in, or any rights relating to, the Area; and
- (b) without limiting clause 5.1.1(a), a person, in considering any matter, or making any decision or recommendation, under any Legislation, must not give any greater or lesser weight to Ngati Tama's association with the Area than that person would give if this Deed of Recognition did not exist in respect of the Area.

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

#### 6. NO LIMITATION ON CROWN

The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Area with a person or persons other than Ngati Tama or the Governance Entity.

#### 7. TERMINATION

7.1 Under section [ ] of the Settlement Act (clause 9.10.2(f) of the Deed of Settlement) this Deed of Recognition will terminate in respect of the Area or part of it (the "Identified Area"), if:

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

7.1.2 the Identified Area is disposed of by the Crown; or

7.1.3 the responsibility for managing the Identified Area is transferred to a different Minister, Ministerial portfolio or Department.

#### 8. CONTINUED INPUT

If a Deed of Recognition terminates in relation to an Identified Area under clause 7.1.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Identified Area through negotiation with the new Minister, the Commissioner of Crown Lands or other responsible official, as the case may be.

#### 9. NO ASSIGNMENT

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: TONGAPORUTU CONSERVATION AREA**

**10. INTERPRETATION**

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

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

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

**SIGNED** as a Deed on [            ]

*[Insert appropriate attestation for the Governance Entity]*

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

**WITNESS**

---

Name:  
Occupation:  
Address:

**PART 6: DEEDS OF RECOGNITION**

**DEED OF RECOGNITION FOR THE MOHAKATINO  
SWAMP CONSERVATION AREA**

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: MOHAKATINO SWAMP CONSERVATION AREA

THIS DEED is made

BETWEEN

[*Name of Ngati Tama Governance Entity*] (the **Governance Entity**)

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the Crown)

#### BACKGROUND

- A On [*date*] Ngati Tama and the Crown entered into a deed of settlement (the "Deed of Settlement") recording the matters required to give effect to a settlement of the Historical Claims of Ngati Tama.
- B Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.10.1 of the Deed of Settlement), the Governance Entity and the Crown are to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngati Tama's statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngati Tama in relation to specific areas is based.

THE PARTIES agree as follows:

#### 1. AREA

The area to which this Deed of Recognition applies is the area referred to in the Deed of Settlement as the Mohakatino Swamp Conservation Area (the "Area"), the general location of which is indicated on SO 14710.

#### 2. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION WITH THE AREA

2.1 This is an area that has many significant wahi tapu.

2.2 It is also valuable to Ngati Tama due to it being an historical garden area where the cultivation of taewa (potato varieties) and kumara (sweet potato) was a specialist activity. The garden kaitiaki were the local people from Pa Hukunui and Pukekarirua. The area was also used by Ngati Tama for access to mahinga kai and cultivation of other crops.

#### 3. CROWN'S ACKNOWLEDGEMENT

Under section [ ] of the Settlement Act (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Area (the "Statement of Association") as set out in clause 2.

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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### **PART 6: DEEDS OF RECOGNITION: MOHAKATINO SWAMP CONSERVATION AREA**

#### **4. ROLE OF THE GOVERNANCE ENTITY**

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

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

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

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

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

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

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

#### **5. OTHER PROVISIONS**

5.1 Under sections [ ] of the Settlement Act (clause 9.11.1 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition does not:
  - (i) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: MOHAKATINO SWAMP CONSERVATION AREA

(ii) affect the lawful rights or interests of a person who is not a party to this Deed; or

(iii) grant, create or evidence any estate or interest in, or any rights relating to, the Area; and

(b) without limiting clause 5.1.1(a), a person, in considering any matter, or making any decision or recommendation, under any Legislation, must not give any greater or lesser weight to Ngati Tama's association with the Area than that person would give if this Deed of Recognition did not exist in respect of the Area.

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

#### 6. NO LIMITATION ON CROWN

The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Area with a person or persons other than Ngati Tama or the Governance Entity.

#### 7. TERMINATION

7.1 Under section [ ] of the Settlement Act (clause 9.10.2(f) of the Deed of Settlement) this Deed of Recognition will terminate in respect of the Area or part of it (the "Identified Area"), if:

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

7.1.2 the Identified Area is disposed of by the Crown; or

7.1.3 the responsibility for managing the Identified Area is transferred to a different Minister, Ministerial portfolio or Department.

#### 8. CONTINUED INPUT

If a Deed of Recognition terminates in relation to an Identified Area under clause 7.1.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Identified Area through negotiation with the new Minister, the Commissioner of Crown Lands or other responsible official, as the case may be.

#### 9. NO ASSIGNMENT

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: MOHAKATINO SWAMP CONSERVATION AREA**

**10. INTERPRETATION**

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

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

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

**SIGNED** as a Deed on [                    ]

*[Insert appropriate attestation for the Governance Entity]*

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

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

**DEED OF RECOGNITION FOR THE POU TEHIA  
HISTORIC RESERVE**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

---

**PART 6: DEEDS OF RECOGNITION: POU TEHIA HISTORIC RESERVE**

THIS DEED is made

**BETWEEN**

[*Name of Ngati Tama Governance Entity*] (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (the **Crown**)

**BACKGROUND**

- A On [*date*] Ngati Tama and the Crown entered into a deed of settlement (the "Deed of Settlement") recording the matters required to give effect to a settlement of the Historical Claims of Ngati Tama.
- B Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.10.1 of the Deed of Settlement), the **Governance Entity** and the **Crown** are to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngati Tama's statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngati Tama in relation to specific areas is based.

**THE PARTIES** agree as follows:

**1. AREA**

The area to which this Deed of Recognition applies is the area referred to in the Deed of Settlement as the Pou Tehia Historic Reserve (the "Area"), the general location of which is indicated on SO 14694.

**2. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION WITH THE AREA**

- 2.1 Pou Tehia Pa was one of two significant Ngati Tama fighting pa on the banks of the Tongaporutu. The other pa was the mighty Pukeariki Pa which provided refuge for the areas occupants in time of war, as well as being the lookout and beacon point in the Ngati Tama network of coastal strongholds.
- 2.2 On the northern bank of the Tongaporutu, Umukaha Pa and Omaha Pa formed part of that defence network.
- 2.3 Many urupa (burial sites) are to be found on both sides of the river. These provided the last resting places for the communities and their defenders.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: POU TEHIA HISTORIC RESERVE

#### 3. CROWN'S ACKNOWLEDGEMENT

Under section [ ] of the Settlement Act (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Area (the "Statement of Association") as set out in clause 2.

#### 4. ROLE OF THE GOVERNANCE ENTITY

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

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

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

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

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

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

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

#### 5. OTHER PROVISIONS

5.1 Under sections [ ] of the Settlement Act (clause 9.11.1 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: POU TEHIA HISTORIC RESERVE

- (a) this Deed of Recognition does not:
  - (i) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
  - (ii) affect the lawful rights or interests of a person who is not a party to this Deed; or
  - (iii) grant, create or evidence any estate or interest in, or any rights relating to, the Area; and
- (b) without limiting clause 5.1.1(a), a person, in considering any matter, or making any decision or recommendation, under any Legislation, must not give any greater or lesser weight to Ngati Tama's association with the Area than that person would give if this Deed of Recognition did not exist in respect of the Area.

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

#### 6. NO LIMITATION ON CROWN

The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Area with a person or persons other than Ngati Tama or the Governance Entity.

#### 7. TERMINATION

7.1 Under section [ ] of the Settlement Act (clause 9.10.2(f) of the Deed of Settlement) this Deed of Recognition will terminate in respect of the Area or part of it (the "Identified Area"), if:

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

7.1.2 the Identified Area is disposed of by the Crown; or

7.1.3 the responsibility for managing the Identified Area is transferred to a different Minister, Ministerial portfolio or Department.

#### 8. CONTINUED INPUT

If a Deed of Recognition terminates in relation to an Identified Area under clause 7.1.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Identified Area through negotiation with the new Minister, the Commissioner of Crown Lands or other responsible official, as the case may be.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: POU TEHIA HISTORIC RESERVE**

**9. NO ASSIGNMENT**

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

**10. INTERPRETATION**

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

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

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

**SIGNED** as a Deed on [            ]

*[Insert appropriate attestation for the Governance Entity]*

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

**WITNESS**

---

Name:  
Occupation:  
Address:

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 6: DEEDS OF RECOGNITION: MOHAKATINO RIVER – MINISTER OF CONSERVATION**

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THIS DEED is made

**BETWEEN**

[*Name of Ngati Tama Governance Entity*] (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (the **Crown**)

**BACKGROUND**

- A On [*date*] Ngati Tama and the Crown entered into a deed of settlement (the "Deed of Settlement") recording the matters required to give effect to a settlement of the Historical Claims of Ngati Tama.
- B Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.10.1 of the Deed of Settlement), the Governance Entity and the Crown are to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngati Tama's statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngati Tama in relation to specific areas is based.

THE PARTIES agree as follows:

**1. AREA**

The area to which this Deed of Recognition applies is the area referred to in the Deed of Settlement as the Mohakatino River (the "Area"), the general location of which is indicated on SO 14718.

**2. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION WITH THE MOHAKATINO RIVER**

- 2.1 The Mohakatino River has great significance for Ngati Tama being the landing place of the Tokomaru waka and the original site of Ngati Tama residence. Marae-Rotohia, for centuries the ancient house of learning of Tokomaru descendants, was established in this area by Rakeiora, one of the Tokomaru waka chiefs and tohunga (specialist in traditional knowledge), and faithfully guarded by Ngati Tama during their dominion.
- 2.2 Te Rangihiroa wrote in loving recollection of his kuia Kapuakore's stories about the area. "On the edge of the sand .... lapped by the sea which watched over Poutama since the beginning, stands the rock Paroa where 10 Ngati Tama gaily fishing with their faces turned to the sea marked not the mustering 'taua' (war party) gathering on the beach behind until the rising tide waist-high upon the rock forced them to turn. I verily believe that Pakeha would have drowned themselves, but the naked and unarmed N'Tama grasping the stone sinkers of their lines unhesitatingly waded ashore and fought like war-gods so that relatives in the 'taua' in thrusting, let their spears go. The flying weapons were promptly caught in mid-air and lo the valiant ten were armed and slew and slew beneath the shining sun until the enemy were put to flight."

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: MOHAKATINO RIVER – MINISTER OF CONSERVATION

#### 3. CROWN'S ACKNOWLEDGEMENT

Under section [ ] of the Settlement Act (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Area (the "Statement of Association") as set out in clause 2.

#### 4. ROLE OF THE GOVERNANCE ENTITY

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

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

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

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

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

#### 5. OTHER PROVISIONS

5.1 Under sections [ ] of the Settlement Act (clause 9.11.1 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

(a) this Deed of Recognition does not:

(i) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;

(ii) affect the lawful rights or interests of a person who is not a party to this Deed; or

(iii) grant, create or evidence any estate or interest in, or any rights relating to, the Area; and

(b) without limiting clause 5.1.1(a), a person, in considering any matter, or making any decision or recommendation, under any Legislation, must not give

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 6: DEEDS OF RECOGNITION: MOHAKATINO RIVER – MINISTER OF CONSERVATION**

---

any greater or lesser weight to Ngati Tama's association with the Area than that person would give if this Deed of Recognition did not exist in respect of the Area.

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

**6. NO LIMITATION ON CROWN**

The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Area with a person or persons other than Ngati Tama or the Governance Entity.

**7. TERMINATION**

- 7.1 Under section [ ] of the Settlement Act (clause 9.10.2(f) of the Deed of Settlement) this Deed of Recognition will terminate in respect of the Area or part of it (the "Identified Area"), if:

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

7.1.2 the Identified Area is disposed of by the Crown; or

7.1.3 the responsibility for managing the Identified Area is transferred to a different Minister, Ministerial portfolio or Department.

**8. CONTINUED INPUT**

If a Deed of Recognition terminates in relation to an Identified Area under clause 7.1.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Identified Area through negotiation with the new Minister, the Commissioner of Crown Lands or other responsible official, as the case may be.

**9. NO ASSIGNMENT**

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

**10. INTERPRETATION**

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

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

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 6: DEEDS OF RECOGNITION: MOHAKATINO RIVER – MINISTER OF CONSERVATION**

---

**SIGNED** as a Deed on [            ]

*[Insert appropriate attestation for the Governance Entity]*

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

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

---

**PART 6: DEEDS OF RECOGNITION: MOHAKATINO RIVER – COMMISSIONER OF CROWN LANDS**

THIS DEED is made

**BETWEEN**

[*Name of Ngati Tama Governance Entity*] (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Commissioner of Crown Lands (the **Crown**)

**BACKGROUND**

- A On [*date*] Ngati Tama and the Crown entered into a deed of settlement (the Deed of Settlement) recording the matters required to give effect to a settlement of the Historical Claims of Ngati Tama.
- B Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.10.1 of the Deed of Settlement), the Governance Entity and the Crown are to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngati Tama's statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngati Tama in relation to specific areas is based.

THE PARTIES agree as follows:

**1. AREA**

The area to which this Deed of Recognition applies is the area referred to in the Deed of Settlement as the Mohakatino River (the "Area"), the general location of which is indicated on SO 14718.

**2. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION WITH THE MOHAKATINO RIVER**

- 2.1 The Mohakatino River has great significance for Ngati Tama being the landing place of the Tokomaru waka and the original site of Ngati Tama residence. Marae-Rotohia, for centuries the ancient house of learning of Tokomaru descendants, was established in this area by Rakeiora, one of the Tokomaru waka chiefs and tohunga (specialist in traditional knowledge), and faithfully guarded by Ngati Tama during their dominion.
- 2.2 Te Rangihiroa wrote in loving recollection of his kuia Kapuakore's stories about the area. " On the edge of the sand .... lapped by the sea which watched over Poutama since the beginning, stands the rock Paroa where 10 Ngati Tama gaily fishing with their faces turned to the sea marked not the mustering 'taua' (war party) gathering on the beach behind until the rising tide waist-high upon the rock forced them to turn. I verily believe that Pakeha would have drowned themselves, but the naked and unarmed N'Tama grasping the stone sinkers of their lines unhesitatingly waded ashore and fought like war-gods so that relatives

**PART 6: DEEDS OF RECOGNITION: MOHAKATINO RIVER – COMMISSIONER OF CROWN LANDS**

in the 'taua' in thrusting, let their spears go. The flying weapons were promptly caught in mid-air and so the valiant ten were armed and slew and slew beneath the shining sun until the enemy were put to flight."

**3. CROWN'S ACKNOWLEDGEMENT**

Under section [ ] of the Settlement Act (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Area (the "Statement of Association") as set out in clause 2.

**4. ROLE OF THE GOVERNANCE ENTITY**

4.1 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statement of Association concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands, namely, the consideration of any application to the Crown for any rights for use or occupation, (including any renewals) in relation to the Area, including the terms and conditions of any rights of use or occupation.

4.2 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard had to its views relating to the association described in the Statement of Association concerning the following management and administration activities within the Area if at any time the Crown, at its discretion, undertakes these activities:

4.2.1 the preparation of any plans, strategies or programmes for the protection and management of the Area (including the involvement of the Governance Entity in such plans, strategies, or programmes);

4.2.2 any survey to identify the number and type of uses which are appropriate in relation to the Area; and

4.2.3 any programme to eradicate noxious flora or fauna from the Area.

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

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

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: MOHAKATINO RIVER – COMMISSIONER OF CROWN LANDS**

**5. OTHER PROVISIONS**

5.1 Under sections [ ] of the Settlement Act (clause 9.11.1 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

(a) this Deed of Recognition does not:

- (i) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
- (ii) affect the lawful rights or interests of a person who is not a party to this Deed; or
- (iii) grant, create or evidence any estate or interest in, or any rights relating to, the Area; and

(b) without limiting clause 5.1.1(a), a person, in considering any matter, or making any decision or recommendation, under any Legislation, must not give any greater or lesser weight to Ngati Tama's association with the Area than that person would give if this Deed of Recognition did not exist in respect of the Area.

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

**6. NO LIMITATION ON CROWN**

The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Area with a person or persons other than Ngati Tama or the Governance Entity.

**7. TERMINATION**

7.1. Under section [ ] of the Settlement Act (clause 9.10.2(f) of the Deed of Settlement) this Deed of Recognition will terminate in respect of the Area or part of it (the "Identified Area"), if:

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

7.1.2 the Identified Area is disposed of by the Crown; or

7.1.3 the responsibility for managing the Identified Area is transferred to a different Minister, Ministerial portfolio or Department.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: MOHAKATINO RIVER – COMMISSIONER OF CROWN LANDS**

**8. CONTINUED INPUT**

If a Deed of Recognition terminates in relation to an Identified Area under clause 7.1.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the identified Area through negotiation with the new Minister responsible, the Commissioner of Crown Lands or other responsible official, as the case may be.

**9. NO ASSIGNMENT**

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

**10. INTERPRETATION**

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

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

**SIGNED** as a Deed on [                    ]

*[Insert appropriate attestation for the Governance Entity]*

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

**WITNESS**

---

Name:  
Occupation:  
Address:

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 6: DEEDS OF RECOGNITION: TONGAPORUTU RIVER – MINISTER OF CONSERVATION**

**THIS DEED** is made

**BETWEEN**

[*Name of Ngati Tama Governance Entity*] (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (the **Crown**)

**BACKGROUND**

- A On [*date*] Ngati Tama and the Crown entered into a deed of settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of the Historical Claims of Ngati Tama.
- B Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the “Settlement Act”) (clause 9.10.1 of the Deed of Settlement), the Governance Entity and the Crown are to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngati Tama’s statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngati Tama in relation to specific areas is based.

**THE PARTIES** agree as follows:

**1. AREA**

The area to which this Deed of Recognition applies is the area referred to in the Deed of Settlement as the Tongaporutu River (the “Area”), the general location of which is indicated on SO 14719.

**2. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION WITH THE AREA**

This area can be considered part of the heart of Poutama country, to whose fighting fame some notable Ngati Tama warriors contributed. It was the battleground of many a hostile incursion from the north, located between Te Umukaha Pa and Omaha Pa. On the southern bank of the Tongaporutu stood Pou Tehia Pa. A little westward on the headland, stood Pukeariki Pa and offshore was Te Kaeaea’s island pa, Pa Tangata.

The proximity and quantity of sea and forest resources, the abundance of river and agricultural produce, the subtropical climate and relatively protected river inlet was a paradise for the closely linked coastal population. Among the most famous of the area was Te Kaeaea, also known as Taringa Kuri and brother of Te Puoho their parents being Whangataki II and Hinewairoro both of whom trace their lineage back to the Tokomaru.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: TONGAPORUTU RIVER – MINISTER OF CONSERVATION

#### 3. CROWN'S ACKNOWLEDGEMENT

Under section [ ] of the Settlement Act (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Area (the "Statement of Association") as set out in clause 2.

#### 4. ROLE OF THE GOVERNANCE ENTITY

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

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

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

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

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

#### 5. OTHER PROVISIONS

5.1 Under sections [ ] of the Settlement Act (clause 9.11.1 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

(a) this Deed of Recognition does not:

(i) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;

(ii) affect the lawful rights or interests of a person who is not a party to this Deed; or

(iii) grant, create or evidence any estate or interest in, or any rights relating to, the Area; and

(b) without limiting clause 5.1.1(a), a person, in considering any matter, or making any decision or recommendation, under any Legislation, must not give

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 6: DEEDS OF RECOGNITION: TONGAPORUTU RIVER – MINISTER OF CONSERVATION**

---

any greater or lesser weight to Ngati Tama's association with the Area than that person would give if this Deed of Recognition did not exist in respect of the Area.

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

**6. NO LIMITATION ON CROWN**

The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Area with a person or persons other than Ngati Tama or the Governance Entity.

**7. TERMINATION**

- 7.1 Under section [ ] of the Settlement Act (clause 9.10.2(f) of the Deed of Settlement) this Deed of Recognition will terminate in respect of the Area or part of it (the "Identified Area"), if:

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

7.1.2 the Identified Area is disposed of by the Crown; or

7.1.3 the responsibility for managing the Identified Area is transferred to a different Minister, Ministerial portfolio or Department.

**8. CONTINUED INPUT**

If a Deed of Recognition terminates in relation to an Identified Area under clause 7.1.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Identified Area through negotiation with the new Minister, the Commissioner of Crown Lands or other responsible official, as the case may be.

**9. NO ASSIGNMENT**

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

**10. INTERPRETATION**

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

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

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

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 6: DEEDS OF RECOGNITION: TONGAPORUTU RIVER – MINISTER OF CONSERVATION**

---

**SIGNED** as a Deed on [                    ]

*[Insert appropriate attestation for the Governance Entity]*

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

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 6: DEEDS OF RECOGNITION: TONGAPORUTU RIVER – COMMISSIONER OF CROWN LANDS

THIS DEED is made

BETWEEN

[*Name of Ngati Tama Governance Entity*] (the **Governance Entity**)

AND

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Commissioner of Crown Lands (the **Crown**)

#### BACKGROUND

- A On [date] Ngati Tama and the Crown entered into a deed of settlement (the Deed of Settlement) recording the matters required to give effect to a settlement of the Historical Claims of Ngati Tama.
- B Under section [ ] of the Ngati Tama Claims Settlement Act [ ] (the "Settlement Act") (clause 9.10.1 of the Deed of Settlement), the Governance Entity and the Crown are to enter into Deeds of Recognition acknowledging, on the terms identified below, Ngati Tama's statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Ngati Tama in relation to specific areas is based.

THE PARTIES agree as follows:

#### 1. AREA

The area to which this Deed of Recognition applies is the area referred to in the Deed of Settlement as the Tongaporutu River (the "Area"), the general location of which is indicated on SO 14719.

#### 2. CULTURAL, SPIRITUAL, HISTORIC AND TRADITIONAL ASSOCIATION WITH THE AREA

- 2.1 This area can be considered part of the heart of Poutama country, to whose fighting fame some notable Ngati Tama warriors contributed. It was the battleground of many a hostile incursion from the north, located between Te Umukaha Pa and Omaha Pa. On the southern bank of the Tongaporutu stood Pou Tehia Pa. A little westward on the headland, stood Pukeariki Pa and offshore was Te Kaeaea's island pa, Pa Tangata.
- 2.2 The proximity and quantity of sea and forest resources, the abundance of river and agricultural produce, the subtropical climate and relatively protected river inlet was a paradise for the closely linked coastal population. Among the most famous of the area was Te Kaeaea, also known as Taringa Kuri and brother of Te Puoho their parents being Whangataki II and Hinewairoro both of whom trace their lineage back to the Tokomaru.

## **DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

### **PART 6: DEEDS OF RECOGNITION: TONGAPORUTU RIVER – COMMISSIONER OF CROWN LANDS**

#### **3. CROWN'S ACKNOWLEDGEMENT**

Under section [ ] of the Settlement Act (clause 9.9.1(c) of the Deed of Settlement), the Crown acknowledges Ngati Tama's statement of Ngati Tama's cultural, spiritual, historic and traditional association with the Area (the "Statement of Association") as set out in clause 2.

#### **4. ROLE OF THE GOVERNANCE ENTITY**

4.1 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statement of Association concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands, namely, the consideration of any application to the Crown for any rights for use or occupation, (including any renewals) in relation to the Area, including the terms and conditions of any rights of use or occupation.

4.2 By reason of the Crown's acknowledgement of the Statement of Association, the Governance Entity must be consulted and regard had to its views relating to the association described in the Statement of Association concerning the following management and administration activities within the Area if at any time the Crown, at its discretion, undertakes these activities:

4.2.1 the preparation of any plans, strategies or programmes for the protection and management of the Area (including the involvement of the Governance Entity in such plans, strategies, or programmes);

4.2.2 any survey to identify the number and type of uses which are appropriate in relation to the Area; and

4.2.3 any programme to eradicate noxious flora or fauna from the Area.

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

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

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

#### **5. OTHER PROVISIONS**

5.1 Under sections [ ] of the Settlement Act (clause 9.11.1 of the Deed of Settlement):

5.1.1 except as expressly provided in this Deed of Recognition:

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: TONGAPORUTU RIVER – COMMISSIONER OF CROWN LANDS**

- (a) this Deed of Recognition does not:
  - (i) affect, and may not be taken into account in, the performance of any duty or function, or the exercise of any power, under any Legislation;
  - (ii) affect the lawful rights or interests of a person who is not a party to this Deed; or
  - (iii) grant, create or evidence any estate or interest in, or any rights relating to, the Area; and
- (b) without limiting clause 5.1.1(a), a person, in considering any matter, or making any decision or recommendation, under any Legislation, must not give any greater or lesser weight to Ngati Tama's association with the Area than that person would give if this Deed of Recognition did not exist in respect of the Area.

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

**6. NO LIMITATION ON CROWN**

The entry into this Deed of Recognition does not preclude the Crown from entering into a deed of recognition in respect of the Area with a person or persons other than Ngati Tama or the Governance Entity.

**7. TERMINATION**

7.1. Under section [ ] of the Settlement Act (clause 9.10.2(f) of the Deed of Settlement) this Deed of Recognition will terminate in respect of the Area or part of it (the "Identified Area"), if:

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

7.1.2 the Identified Area is disposed of by the Crown; or

7.1.3 the responsibility for managing the Identified Area is transferred to a different Minister, Ministerial portfolio or Department.

**8. CONTINUED INPUT**

If a Deed of Recognition terminates in relation to an Identified Area under clause 7.1.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the management of the Identified Area through negotiation with the new Minister responsible, the Commissioner of Crown Lands or other responsible official, as the case may be.

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 6: DEEDS OF RECOGNITION: TONGAPORUTU RIVER – COMMISSIONER OF CROWN LANDS**

**9. NO ASSIGNMENT**

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

**10. INTERPRETATION**

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

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

**SIGNED** as a Deed on [                    ]

*[Insert appropriate attestation for the Governance Entity]*

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

**WITNESS**

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Name:  
Occupation:  
Address:

**PART 7: SHELLFISH RFR DEED**  
**(Clause 9.15.1)**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 7: SHELLFISH RFR DEED**

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

**BETWEEN**

*[insert here name of the Governance Entity]* (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand (the **Crown**)

**BACKGROUND**

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

**THE PARTIES** agree as follows:

- 1. **THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND**
  - 1.1 This Deed applies only if, during the period of 50 years from the Settlement Date, the Minister of Fisheries:
    - 1.1.1 declares, under the Fisheries Legislation, an Applicable Species to be subject to the Quota Management System; and
    - 1.1.2 sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a "TACC") for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the Shellfish RFR Area (an "Applicable TACC").
- 2. **THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC**
  - 2.1 This Deed applies only to Quota ("Applicable Quota") that:
    - 2.1.1 relates to an Applicable TACC; and
    - 2.1.2 has been allocated to the Crown as either:

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 7: SHELLFISH RFR DEED

- (a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or
- (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

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

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

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

##### 4.1 Where:

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

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

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

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

##### 4.2 Where:

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

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

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

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

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

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 7: SHELLFISH RFR DEED

"B" is the length of coastline of the relevant Quota Management Area;

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

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

"x" is the Required Minimum Amount of Applicable Quota.

4.4 For the purposes of this clause:

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

4.4.2 in particular, but without limiting the Crown's ability to use a different method, the Crown may determine that the length of coastline of the Shellfish RFR Area means the distance (being determined by the Crown) between Fisheries Point (Stock tunnel) 2644655E; 6258770N and Fisheries Point (Papatiki Stream, north bank) 2638085E; 6252730N (such Fisheries Points being approximately marked on the map of the Shellfish RFR Area included as schedule 2).

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

### Crown must give offer by written notice

5.1 Before the Crown Sells any Applicable Quota, the Crown must give a written notice (an "RFR Notice") to the Governance Entity which offers to Sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice.

### Crown may withdraw RFR Notice

5.2 The Crown may withdraw any RFR Notice given to the Governance Entity under clause 5.1 at any time before the Governance Entity accepts the offer in that Notice under clause 6.

### Effect of Withdrawing RFR Notice

5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that Notice.

### Crown has no obligation in relation to balance of Applicable Quota

5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that Notice that also relate to that Applicable TACC.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 7: SHELLFISH RFR DEED

#### 6. ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY

6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

6.1.1 by notice in writing to the Crown; and

6.1.2 by the relevant Expiry Date.

#### 7. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

7.1 If:

7.1.1 the Crown gives the Governance Entity an RFR Notice; and

7.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date;

the Crown:

7.1.3 may, at any time during the period of 2 years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but

7.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give written notice to the Governance Entity of that fact and disclosing the terms of the agreement; and

7.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of that 2 year period without first offering to Sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

#### 8. RE-OFFER REQUIRED

8.1 If:

8.1.1 the Crown has given the Governance Entity an RFR Notice;

8.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

8.1.3 the Crown proposes to offer any of those Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 7: SHELLFISH RFR DEED**

and conditions, more favourable to the purchaser than on the terms in the RFR Notice; then

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

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

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

**10. EFFECT OF THIS DEED**

10.1 Nothing in this Deed will require the Crown to:

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

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

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

10.2 The Governance Entity acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for that species.

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

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

10.3.2 any legal requirement that:

(a) prevents or limits the Crown's ability to Sell the Applicable Quota to the Governance Entity; and

(b) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include changing the law); and

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

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

**Sales to certain persons are exempt**

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

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 7: SHELLFISH RFR DEED

#### 12. TIME LIMITS

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

#### 13. ENDING OF RIGHT OF FIRST REFUSAL

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

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

##### **RFR ends after 50 years**

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

#### 14. DEFINITIONS AND INTERPRETATION

##### **Definitions**

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

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

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

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

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

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

**Crown** means:

- (a) Her Majesty the Queen in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 7: SHELLFISH RFR DEED

- (i) an Office of Parliament;
  - (ii) a Crown entity (as defined in section 2(1) of the Public Finance Act 1989); or
  - (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or
  - (iv) any person which the Public Finance Act 1989 provides is not part of the Crown; and
- (d) for the avoidance of doubt, does not include the New Zealand Railways Corporation;

**Deed of Settlement** has the meaning given by clause A of the Background;

**Expiry Date** means, in respect of an RFR Notice, the date 1 month after the RFR Notice is received by the Governance Entity;

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

**Individual Transferable Quota** has the same meaning as in section 2(1) of the Fisheries Act 1996;

**Minister of Fisheries** means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

**Provisional Individual Transferable Quota** has the same meaning as under section 2(1) of the Fisheries Act 1996;

**Quota** means quota under the Fisheries Legislation;

**Quota Management Area** means any area declared by or under the Fisheries Legislation to be a quota management area;

**Quota Management System** means a quota management system established under Part IV of the Fisheries Act 1996 (or under Part IIA or Part IIB of the Fisheries Act 1983, as the case may be);

**Quota Share** has the same meaning as in the Fisheries Act 1996;

**Required Minimum Amount**, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

**RFR Notice and Notice** means a notice under clause 5.1;

**Sell** means to transfer ownership of Quota for valuable consideration and **Sale** has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;



DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

SCHEDULE 1

APPLICABLE SPECIES

(Clause 14.1)

Maori Name	Common Name	Formal Name
Kina	Sea urchin	<i>Evechinus chloroticus</i>
Purimu	Surf-clams	<i>Dosinea anus</i> , <i>Paphies donacina</i> , <i>Mactra discors</i> , <i>Mactra murchisoni</i> , <i>Spisula aequilaturalas</i> , <i>Bassina yatei</i> , or <i>Dosinia subrosea</i>

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

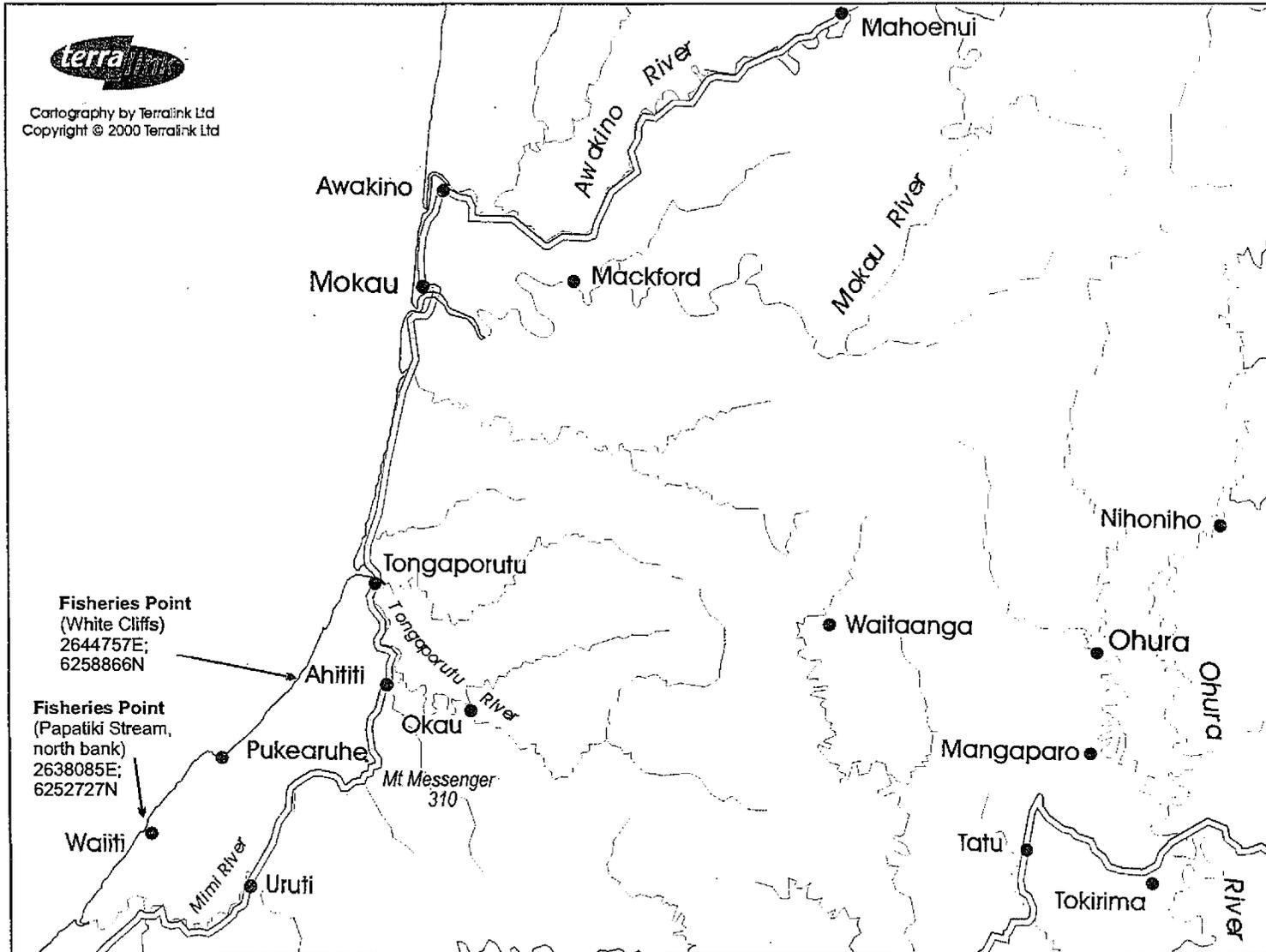
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**PART 7: SHELLFISH RFR DEED**

**SCHEDULE 2**

**MAP OF THE SHELLFISH RFR AREA WITH FISHERIES POINTS MARKED APPROXIMATELY**

*(The map follows this page.)*



# Shellfish RFR

**PART 8: PROCEDURE FOR PURCHASING AUTHORISATIONS  
IN RESPECT OF COASTAL TENDERING**

**(Clause 9.16)**

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 8: PROCEDURE FOR PURCHASING AUTHORISATIONS IN RESPECT  
OF COASTAL TENDERING**

**1. Exercise of Right to Purchase Authorisations**

1.1 The Crown agrees, and the Settlement Legislation will provide, that the right to purchase Authorisations described in clause 9.16.1 of the Deed of Settlement will be exercisable as follows:

- (a) at least 10 Business Days before any offer by public tender, in accordance with section 157 of the Resource Management Act, of Authorisations for the whole or any part of the Specified Coastal Area, as that term is defined in the Deed of Settlement, the Minister of Conservation (the "Minister") will notify the Governance Entity of that intended offer and will provide to the Governance Entity, or ensure the Governance Entity has reasonable access to, any information:
  - (i) which would be included in a public notice of the offer of Authorisations in accordance with section 157 of that Act; or
  - (ii) which the Minister would make available, upon request, to any other tenderer or member of the public who so requested;
- (b) after considering tenders submitted for any part of the Specified Coastal Area in accordance with section 158 of the Resource Management Act 1991, the Minister will give written notice to the Governance Entity:
  - (i) offering the Governance Entity, on the terms and conditions (including as to consideration) specified in the tender or tenders most preferred by the Minister for each Authorisation, that Authorisation or those Authorisations (if more than one) which the Minister considers would satisfy the conditions of clauses 9.16.1(a) of the Deed of Settlement. If the only tender is the tender treated as having been lodged by the Governance Entity under clause 9.16.1(c) of the Deed of Settlement, or if there are other tenders but the Minister decides not to accept any of those other tenders, the tender treated as having been lodged by the Governance Entity will, for the purposes of this paragraph 1.1(b)(i), be treated as the tender most preferred by the Minister for that Authorisation; and
  - (ii) specifying:
    - (aa) the terms and conditions (including as to consideration) of every other tender that the Minister proposes to accept for any part of the Specified Coastal Area (which information the Governance Entity must keep strictly confidential);
    - (bb) the size, shape and location of the Authorisations to which those tenders relate; and
    - (cc) such other information (if any) as to those Authorisations and tenders as the Minister considers would be made available, upon request, to any other tenderer or member of the public who so requested;

**DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 8: PROCEDURE FOR PURCHASING AUTHORISATIONS IN RESPECT  
OF COASTAL TENDERING**

- (c) without limiting the ability of the Governance Entity and the Crown to discuss any matters, by no later than 5.00 pm on the third Business Day following receipt of the notice given by the Minister under paragraph 1.1(b), the Governance Entity will either:
- (i) notify the Minister in writing that the Governance Entity accepts the Minister's offer under paragraph 1.1(b)(i) and pay any remuneration then due for the Authorisation or Authorisations within the period specified in that notice (which period will be no less than that which would have applied to the relevant tenderer and will commence on the date notice is received by the Governance Entity);
  - (ii) notify the Minister in writing of any different Authorisation or Authorisations specified in the notice given by the Minister under paragraph 1.1(b) which the Governance Entity would prefer and regards as qualifying in terms of the criteria in clause 9.16.1 (a) of the Deed of Settlement; or
  - (iii) notify the Minister in writing that the Governance Entity does not wish to exercise the right to acquire any of the Authorisations so offered;

provided that if the Governance Entity fails to give any such notice within that time period, paragraph 1.1(g) will apply;

- (d) if the Governance Entity specifies to the Minister under paragraph 1.1(c)(ii) a different Authorisation or Authorisations that the Governance Entity would prefer to be offered, the Minister will by no later than 5.00pm on the second Business Day following receipt of that notice from the Governance Entity, give written notice to the Governance Entity either:
- (i) offering to the Governance Entity the Authorisation or Authorisations preferred by the Governance Entity on the terms and conditions (including as to consideration) specified in the applicable most preferred tenders (and specified in that notice); or
  - (ii) informing the Governance Entity that the Minister has determined not to offer the Governance Entity the Authorisation or Authorisations preferred by the Governance Entity;

provided that if the Minister fails to give either such notice within that time period, the Minister will then be treated as having given the Governance Entity notice under paragraph 1.1(d)(ii);

- (e) if, in accordance with paragraph 1.1(d)(i), the Minister offers to the Governance Entity the Authorisation or Authorisations preferred by the Governance Entity, the Governance Entity will, by no later than 5.00 pm on the third Business Day following receipt of the notice given by the Minister under paragraph 1.1(d), either:
- (i) notify the Minister in writing that the Governance Entity accepts the Minister's offer under paragraph 1.1(d)(i) and pay any consideration then due for the

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 8: PROCEDURE FOR PURCHASING AUTHORISATIONS IN RESPECT OF COASTAL TENDERING

Authorisation or Authorisations within the period specified in that notice (which period will be no less than that which would have applied to the relevant tenderer and will commence on the date notice is received by the Governance Entity); or

- (ii) notify the Minister in writing that the Governance Entity does not wish to exercise the right to purchase the Authorisation or Authorisations so offered;

provided that if the Governance Entity fails to give any such notice within that time period, paragraph 1.1(g) will apply;

- (f) if the Governance Entity gives notice to the Minister under paragraph 1.1(c)(i) that the Governance Entity accepts the Minister's offer under paragraphs 1.1(b)(i) or 1.1(d)(i), the Minister will, in accordance with section 161 of the Resource Management Act, grant the Authorisation or Authorisations to the Governance Entity accordingly;
- (g) if the Governance Entity fails or declines to exercise the right to purchase any Authorisation in the manner and within the applicable periods specified in paragraphs 1.1(c) or (e):
  - (i) subject to paragraphs 1.1(g)(ii) to (iv), upon the expiry of the applicable periods specified in paragraphs 1.1(c) or (e) or the date on which the Governance Entity declines to exercise the right to purchase an Authorisation (whichever is the earlier), the right to purchase that Authorisation under that tender round will lapse;
  - (ii) the Minister may grant any Authorisation in respect of which the right to purchase has so lapsed to any other tenderer, on identical terms and conditions (including as to consideration) to those offered to the Governance Entity;
  - (iii) the Minister may grant such Authorisation to any other tenderer on terms and conditions different from those upon which the Minister offered the Authorisation to the Governance Entity, provided that the Minister has first offered the Authorisation to the Governance Entity on those new terms, in accordance with the procedures set out in this paragraph 1.1 (excepting paragraphs 1.1(a), 1.1(c)(i), 1.1(d) and 1.1(e)) and the Governance Entity has failed or declined to exercise the right to purchase the Authorisation on those new terms and conditions; and
  - (iv) if the Minister wishes to re-offer the Authorisation by public tender in accordance with section 157 of the Resource Management Act 1991, the Minister must comply with all of the procedures set out in this paragraph 1.1.

## DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 8: PROCEDURE FOR PURCHASING AUTHORISATIONS IN RESPECT OF COASTAL TENDERING

#### 2. Resolution of Disputes

- 2.1 The Governance Entity and the Crown agree that the following provisions will apply if the Governance Entity seeks to dispute any notice given by the Minister under paragraph 1.1(d)(ii) or treated as having been so given by the proviso to paragraph 1.1(d)(ii);
- (a) in respect of the various time limits specified in paragraphs 1.1(b), (c) and (e), time will be of the essence;
  - (b) if the Governance Entity disputes any notice given by the Minister under paragraph 1.1(d)(ii) or treated as having been so given by the proviso to paragraph 1.1(d)(ii), the Governance Entity may give notice in writing to the Minister, by no later than 5.00 pm on the second Business Day following receipt of the notice from the Minister, that the Governance Entity seeks that the dispute be referred to arbitration, and the Governance Entity and the Crown agree that the dispute will then be referred to arbitration under the Arbitration Act 1996, in accordance with this paragraph 2, provided that if the Governance Entity fails to give notice within the period specified the Governance Entity will be treated as not having disputed the Minister's notice;
  - (c) the arbitration will be conducted by a single arbitrator:
    - (i) appointed by the Governance Entity and the Crown if, by 5.00pm on the next Business Day following the day of receipt by the Minister of the notice given by the Governance Entity under paragraph 2.1(b), the Governance Entity and the Crown so agree and appoint; or
    - (ii) otherwise appointed by the President, or his or her nominee, for the time being of the Arbitrators Institute of New Zealand, at the request of either the Governance Entity or the Crown;
  - (d) the Governance Entity and the Crown agree:
    - (i) to be bound by the award in the arbitration;
    - (ii) that there will be no appeal to any Court arising from that award;
    - (iii) that, accordingly, clauses 4 and 5 of the Second Schedule to the Arbitration Act will not apply;
    - (iv) the award in the arbitration will be made not more than five Business Days after the appointment of the arbitrator under paragraph 2.1(c); and
    - (v) the Governance Entity and the Crown will bear the costs of the arbitration equally, unless otherwise determined by the arbitrator.