

DEED OF RECOGNITION

THIS DEED is made

BETWEEN

Te Rūnanga o Ngāti Whare

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the "Crown")

IT IS AGREED as follows:

1 BACKGROUND

- 1.1 Te Rūnanga o Ngāti Whare and the Crown are parties to a deed of settlement dated 8 December 2009.
- 1.2 It was agreed under clauses 5.37 to 5.43 of the deed of settlement that, if it became unconditional, the Crown and Te Rūnanga o Ngāti Whare would enter into this deed.
- 1.3 The Ngāti Whare Claims Settlement Act 2012 has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section 49 of the settlement legislation, the statements by Ngāti Whare set out in clause 3.2 of their particular cultural, spiritual, historical and traditional association with the statutory areas:

2 PURPOSE

- 2.1 The purpose of this Deed of Recognition is to recognise the cultural, spiritual, historical, and ancestral associations that Ngāti Whare has with the statutory areas set out in clause 3.1.

3 STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

- 3.1 This deed applies to each of the following statutory areas:

3.1.1 **Whirinaki River and its Tributaries** (as shown on deed plan **OTS-095-010**):

3.2 The statements of association relating to each of those statutory areas are as follows:

Whirinaki River and its Tributaries

Ko Tūwatawata te maunga

Ko Whirinaki te awa

Ko Wharepakau te tangata

Ko Ngāti Whare te iwi

3.2.1 The Whirinaki River, known traditionally as Whirinaki-a-Tāne, originates within and flows through the Whirinaki Conservation Park.

3.2.2 The rohe of Ngāti Whare includes the Whirinaki River and its tributaries. The principal tributaries of the Whirinaki River include the Taumutumutu, Waikākaiti, Waikakanui, Mangamate (upper), Te Waiatiu, Moerangi, Poiatangata, Waikinaki o Wharepakau, Tunakapakapa, Minginui, Mangamate (middle), Lower Okahu, Hukitawa, Tutaengaro, Takahia, Waikotikoti, Upper Okahu, Kopikopiko, Tuwhare, Mangakino, Otaiharuru, Haungaroa and Mangawiri Streams.

3.2.3 The traditions of Ngāti Whare illustrate the cultural, historical and spiritual association of Ngāti Whare to the Whirinaki River, which is sacred to Ngāti Whare. To Ngāti Whare, the Whirinaki River is a single indivisible entity that includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, fisheries, vegetation, floodplains, wetlands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri.

3.2.4 Over many generations, Ngāti Whare have developed tikanga which embody their respect for the Whirinaki River and all life and resources within it. The Whirinaki River has customarily had an important role in sustaining the people of Ngāti Whare physically and spiritually.

3.2.5 Ngāti Whare oral tradition is recorded in the following korero:

4 CONSULTATION BY THE COMMISSIONER OF CROWN LANDS WITH THE GOVERNANCE ENTITY IN RELATION TO THE STATUTORY AREAS

4.1 The Commissioner of Crown Lands must, if undertaking an activity referred to in clause 4.2 in relation to or within a statutory area, consult with Te Rūnanga o Ngāti Whare, and have regard to the views of Te Rūnanga o Ngāti Whare concerning the association of Ngāti Whare with that statutory area as described in the statement of association.

4.2 Clause 4.1 applies to the following activities:

4.2.1 considering an application to the Crown for a right of use or occupation (including a renewal); or

4.2.2 preparing a plan, strategy or programme for protection and management; or

4.2.3 conducting a survey to identify the number and type of uses that may be appropriate; or

4.2.4 preparing a programme to eradicate noxious flora and fauna.

4.3 The Commissioner of Crown Lands must, in order to enable Te Rūnanga o Ngāti Whare to give informed views when consulting under clause 4.1, provide Te Rūnanga o Ngāti Whare with relevant information.

5 LIMITATIONS

5.1 This deed relates only to those parts of a statutory area owned and managed by the Crown.

5.2 This deed does not, in relation to a statutory area:

5.2.1 require the Crown to undertake, increase, or resume any activity of the kind referred to in clause 4.2; or

5.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any activity referred to in clause 4.2.

5.3 This deed is subject to the provisions of sections 59, 60, 61 and 70 of the settlement legislation.

6 TERMINATION

6.1 This deed terminates in respect of the statutory area (or part of it) if:

6.1.1 Te Rūnanga o Ngāti Whare and the Commissioner of Crown Lands agree in writing that this deed is no longer appropriate for the area concerned; or

6.1.2 the area concerned is disposed of by the Crown; or

6.1.3 the Commissioner of Crown Lands ceases to be responsible for the activities referred to in clause 4.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

6.2 If this deed terminates under clause 6.1.3 in relation to an area, the Crown will take reasonable steps to ensure Te Rūnanga o Ngāti Whare continues to have input into the activities referred to in clause 4.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

7 NOTICES

7.1 Notices to Te Rūnanga o Ngāti Whare and the Crown may be given in the manner provided in Part 11 of the deed of settlement, except that the Crown's address where notices are to be given is:

Commissioner of Crown Lands
Radio New Zealand House
155 The Terrace
PO Box 5501
Wellington 6145

8 NO ASSIGNMENT

8.1 Te Rūnanga o Ngāti Whare may not assign its rights or obligations under this deed.

9 DEFINITIONS AND INTERPRETATION

9.1 In this deed, unless the context requires otherwise

Ka huri ki te awa tapu o Ngāti Whare, ko Whirinaki. Koinei a Whirinaki-a-Tāne na te mea i timata mai i te Wao-nui-a-Tāne. Nā, i whānau mai ko nga puna wai me nga puna korere, ā, ko nga awaawa koinei ngā tamariki me nga mokopuna a Whirinaki. Ka mene katoa nga awa ki Te Whāiti-nui-a-Toi, ki te riu. Koinei ngā roimata, e tangi ana a Tūwatawata a Moerangi ki wā rāua tamariki kai tenei taha o te awa e noho ana, a Tikorangi, a Maungataniwha a Mapouriki, he tāne katoa. Ka moemoe ratau i nga maunga wāhine i te awa o Okahu ka puta ko Otamapōtiki, ko Pokapoka, ko Tapiri, ko Tiritiri, ko Kopuatoto heke atu ki te awa o Mangawiri puta atu ki Te Putakotare. Koinei nga pou rāhui o Te Whāiti-nui-a-Toi. He roimata katoa hoki nga awa nei e tangi ana ki wa raua tamariki.

Turn to the sacred river of Ngāti Whare, Whirinaki. This river is known as Whirinaki-a-Tāne because it originates from the Great Forest of Tāne. It gave birth to the various streams and tributaries, and these streams are the children and grandchildren of Whirinaki. All of the streams congregate at The Grand Canyon of Toi, in the valley. These represent the tears of Tūwatawata and Moerangi who weep for their children who are living on this side of river, namely, Tikorangi, Maungataniwha and Mapouriki, they are all males. They married the female mountains up the Okahu river and begat Otamapōtiki, Pokapoka, Tapiri, Kopuatoto descending down to the Mangawiri river and out to Putakotare. These are sacred landmarks of Te Whāiti-nui-a-Toi. These rivers represent the tears of Tūwatawata and Moerangi who weep for their children.

3.2.6 "The Whirinaki River flows through Te Whāiti-nui-a-Toi Canyon within the Whirinaki Conservation Park. It is one of the most sacred sites of Ngāti Whare. Te Whāiti-nui-a-Toi Canyon is the dwelling place of Hineruarangi, kaitiaki (guardian) of Ngāti Whare. In Te Whāiti-nui-a-Toi Canyon there is a cave that belongs to Hineruarangi called *Te Ti Whakamarumarutanga o Hineruarangi* or The Sheltering Palm of Hineruarangi."

3.2.7 In Ngāti Whare tradition, Hineruarangi is a *tipua*, or a celestial being, and takes the appearance of a white *kawaū* (cormorant, commonly known as a shag). When Ngāti Whare see the white shag flying across the Whirinaki Valley, it is a sign that a Ngāti Whare chief is about to pass away or that a disaster is about to befall the tribe.

- 3.2.8 The Ngāti Whare oral tradition about Hineruarangi is recorded in the following waiata:

Tera ia ko Te Whaiti Nui-a-Toi,
E noho ai te kawau tohu mate tohu aroha
i nga kainga mokemoke o te ngahere
Ka taiawhio te rere ki te hauauru,
Te rua koha e kanapanapa ana i tona uma
E kawe ana i tana kotua ki te tonga o te ra.
Nga tohu mate o te tuai Kerekere
Aue, ko Hineruarangi e.

- 3.2.9 The water, fisheries and other natural resources that the Whirinaki River and its tributaries sustain are of extreme cultural significance to Ngāti Whare. They contain a number of important awaawa mahinga kai (water resource) sites where kokopu (native trout), koura (freshwater crayfish), tuna (eel), whio (blue mountain duck) and parera (native duck) were customarily caught.
- 3.2.10 In addition to Te Whāiti-nui-a-Toi Canyon, other sites of significance on the Whirinaki River and its tributaries include Te Takanga-a-Wharepakau, Te Wai-karakia-a-Wharepakau, and Te Ana-a-Wharepakau.
- 3.2.11 Te Wai-karakia a Wharepakau is a small pool on the Whirinaki River situated north-west of Minginui. The name means "the water where Wharepakau recited his prayers". It is a place where Wharepakau recited sacred incantations here to invoke the atua.
- 3.2.12 At a point along the Whirinaki River, northwest of Minginui there are cliffs known as Te Takanga a Wharepakau or Te Rerenga a Wharepakau. This is the point where Wharepakau fell from the cliffs into the river and died.
- 3.2.13 Te Ana-a-Wharepakau (the cave of Wharepakau) is a cave located at a confluence in the upper Whirinaki River. Wharepakau lived for a time at this cave after his conquest of Te Marangaranga.

Commissioner of Crown Lands means the person who is the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

party means a party to this deed;

statement of association means a statement of association in clause 3.2; and

statutory area means the statutory area referred to in clause 3.1.

9.2 In the interpretation of this deed, unless the context requires otherwise:

9.2.1 terms and expressions that are not defined in this deed but are defined in the deed of settlement have the meaning in this deed that they have in the deed of settlement; and

9.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this deed; and

9.2.3 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and

9.2.4 the singular includes the plural and vice versa; and

9.2.5 words importing one gender include the other genders; and

9.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted; and

9.2.7 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced; and

9.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and

9.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate; and

9.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the governance entity and the Crown; and

9.2.11 where something is required to be done by or on a day that is not a business day, that thing must be done on or by the next business day after that day; and

9.2.12 a reference to time is to New Zealand Standard time.

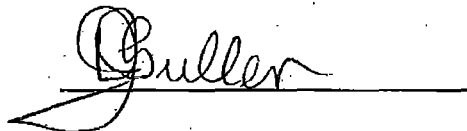
9.3 In this deed, references to Deed plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.

9.4 If there are any inconsistencies between this deed and the deed of settlement, the provisions of the deed of settlement will prevail.

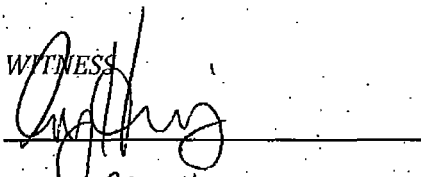
Signed as a deed on this day of 2012

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

the Commissioner of Crown Lands in the presence of –



WITNESS



Name: CRAIG HARRIS

Occupation: MANAGER CROWN PROPERTY REGULATORY

Address: LAND INFORMATION NZ
PO BOX 5501
WELLINGTON 6145

By the Trustees of Te Rūnanga o Ngāti Whare

D. S. Carson
David Stewart Carson

In the presence of

Witness [Signature]
Name Laurence Tamahi
Occupation Manager
Address 92 Iles Road ROTORUA

[Signature]
James William Carson

In the presence of

Witness [Signature]
Name Laurence Tamahi
Occupation Manager
Address 92 Iles Road, ROTORUA

L. Brew
Lena Melva Brew

In the presence of

Witness [Signature]
Name Laurence Tamahi
Occupation Manager
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R Taylor
Robert Taylor

In the presence of

Witness [Signature]
Name Laurence Tamahi
Occupation Manager
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Kohiti Kohiti
Andrew Anaru Kohiti



In the presence of

Witness



Name

Laurence Tamahi

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92 Iles Road, Coconut



Tuturi Waaka Pene Olsen

In the presence of

Witness



Name

Laurence Tamahi

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Tuahai Basil Iraia

In the presence of

Witness

Name

Occupation

Address
