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NGĀTI HEI

and

THE TRUSTEES OF THE HEI O WHAREKAHO SETTLEMENT TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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1 NGĀTI HEI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL'S ACTIONS

1.1 Cathedral Cove Recreation Reserve

Description of area

Cathedral Cove Recreation Reserve (as shown on deed plan OTS-100-22)

Preamble

Mautohe is a Pa kumore (defensive promontory), pātaka kai (food storehouse) and a taonga (treasure) of Ngāti Hei.

Like most coastal kainga Mautohe was a ancient fishing settlement that incorporated the immediate coastal Islands for birding, seasonal kaimoana food gathering activities, medicinal plant gathering, māra kai and whare.

Mautohe was a kainga of the tribal area known as Te O A Hei of the ancient eponymous ancestors Hei, Waitaha, Tuhukea and their descendants. These tribes were said to have descended from the lines of explorer Kupe and arrived with the first fleet waka from the legendary Hawaiki around 900AD.

The principal hapu from that time on were Ngai Tuhukea (Ngaitū) and his descendants Ngai Tinirau, Ngati Manukarere, Ngai Taura, Ngati Whakaruku. Ngati Rākawera, Ngati Parekaiata, NgaiTao and others.

Hei O Wharekaho as we call ourselves today are the direct descendants of these hapu.

Ngāti Hei are mana whakahaere of Ngāti Hei Kaitiakitanga (Protecting and preserving) and Mātauranga (Wisdom and understanding) knowledge systems that encompass the physical through to the meta-physical, including but not limited to empiricism or logic (whakaaroaro), ethics (tikanga), principles (whakaponotanga), resource management (kaitiakitanga), and spirituality (wairuatanga), and that Ngāti Hei values and principles are a major dynamic and evolving knowledge system (Mohiotanga). If knowledge is categorised in terms of epistemology, mātauranga Māori, (like western knowledge) is a valid knowledge system and has both qualitative and quantitative aspects.

Within the broader Ngāti Hei value and principle matrix, mātauranga for Mautohe and its surrounding environs the Tohetea Stream would include: Ancestry (whakapapa), language (te reo), medicine, health and wellbeing (rongoa, hauora, oranga, whaiora) weaving (raranga), carving (whakairo), matariki (seasonal planning), maara kai (cultivation, food production) environmental management and biodiversity (kaitiakitanga), agriculture and fishing (ahuwhenua, mahinga kai, hi ika, rapu tuna, rapu koura), tattoo (Tāmoko), songs (waiata), moteatea (chants depicting significant historical events), prayer (karakia), proverbs and quotations (whakatauaki, pepeha).

The Ngāti Hei values and principles described are generic. Current application of these ethics and principles through Ngāti Hei kaitiakitanga (resource management practices) vary and it should be noted that the traditional practice of kaitiakitanga will contrast in some cases due to ecosystem variation and biosecurity threats to native flora and fauna and the existing challenges such as Kauri dieback, pests, invasive

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weeds including wilding pines and exotics from adjacent intensive farming, forestry and housing developments over which Ngāti Hei has little or no control.

It is the Ngāti Hei cultural imperative that the ecosystems of Mautohe be restored to its former status as an ancient Pā, pataka kaimoana and to re-establish the pito or umbilical cord of whakapapa that links our ancestry to our present day kainga at Wharekaho. Therefore, an agreed approach to the application of policies and methods between Te Papa Atawhai (DOC) in conjunction with Ngāti Hei be agreed to in good faith now that Mautohe is to be co-managed with Ngāti Hei and the once severed "pito" can be reattached and the mauri of Mautohe and its environs can now be restored.

Ngāti Hei values

Ngāti Hei tikanga has been established over centuries of practice and was supported by core values and principles which have governed Ngāti Hei in tribal, economic, political, social and the Maori spiritual way of life. These core values were flexible, adaptable and interconnected in so far as to fit with the demands of daily life, in times of war and peace or as new circumstances arose.

'Under the highest level of tikanga there are a number of core values that underpin the totality of tikanga Māori. They include: whanaungatanga; mana; tapu; manaakitanga; and utu. This is not an exhaustive or definitive list. Each iwi would have its own variations of each of the core values, and therefore the example below must be seen as a general list which can be subject to reconfiguration. It also must be noted that none of these core values stand alone; rather they are closely interwoven, much like a koru. To understand tikanga, one must understand the core values because it is these core values which provide the primary guide to behavior'. (Durie 1994)

No one definition is completely correct or wrong. Nor is this table a comprehensive list of values.

<i>Rangatiratanga</i>	Enhancing the identity, confidence and influence of Ngāti Hei whanau & Hapu. Self-determination.
<i>Whanaungatanga</i>	Knowing who we are and our relationships with each other and to other iwi
<i>Kotahitanga</i>	Working together for the common good of Ngāti Hei whanau and hapu
<i>Wairuatanga</i>	The Maori spiritual embodiment that is within us all.
<i>Tika & Pono</i>	What is right and what is true in Ngāti Hei to one's self, whanau and hapu. Integrity.
<i>Manawhenua/moana</i>	Ngāti Hei legitimacy in controlling, managing, and administering land, water and marine resources.
<i>Kaitiakitanga</i>	Protecting, preserving and the sustainability of Ngāti Hei taonga tuku iho on land and sea.

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<i>Tikanga</i>	Values, standards, principles or norms to which Ngāti Hei generally subscribe to in the way we behave or conduct ourselves
<i>Manaakitanga</i>	Generosity, hospitality caring for others and compassion' The act of believing or having faith and trust in others, or in a system or an Organisation.

Protection principles

Recognition of Ngāti Hei as kaitiaki over the Cathedral Cove Recreation Reserve, its wahi tapu and wahi maumaharatanga.

Recognition and respect for Ngāti Hei's mana, kaitikaitanga, and tikanga in respect of the Cathedral Cove Recreation Reserve.

Protection of indigenous flora and fauna and waters within Cathedral Cove Recreation Reserve and its immediate environs.

Protection of wahi tapu and wahi maumaharatanga within Cathedral Cove Recreation Reserve and its immediate environs.

Encouragement of respect for and recognition of the association of Ngāti Hei with Cathedral Cove Recreation Reserve and its immediate environs.

Accurate portrayal of the association of Ngāti Hei with Cathedral Cove Recreation Reserve and its immediate environs.

Director-General's actions

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. Ngāti Hei's association with Cathedral Cove Recreation Reserve and its immediate environs will be accurately portrayed in all new Departmental information, signs and educational material about the area.
2. Ngāti Hei will be consulted regarding all new Department of Conservation public information, educational material and signs regarding Cathedral Cove Recreation Reserve and, where agreed, the content will reflect their significant relationship with Cathedral Cove Recreation Reserve and its immediate environs.
3. Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public visiting the reserve will be provided with information about Ngāti Hei's values in relation to Cathedral Cove Recreation Reserve and the immediate environs and will be encouraged to recognise and respect Ngāti Hei's association with the area including their role as kaitiaki.
4. Ngāti Hei will be consulted regarding any proposed introduction or removal of indigenous species to and from Cathedral Cove Recreation Reserve.

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5. Significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Ngāti Hei will be consulted and particular regard had to their views, including those relating to Koiwi (human remains) and archaeological sites.
6. Any koiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Ngāti Hei to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the koiwi or other taonga will also be subject to any procedures required by law.

1.2 Repanga (Cuvier) Island Nature Reserve

Description of area

Repanga (Cuvier) Island Nature Reserve] (as shown on deed plan OTS-100-23)

Preamble

Ko wai ano, Ko wai ano

Ko te ninihi nui o te moana

Ko te parata nui o te moana

Ko te paikea nui o te moana

Ko wai ano Ko wai ano

Nga uri o te waka Te Arawa

Repanga -a-Ngātoro ki tai

Hauraki ki uta

Ki te whai ao

Ki te ao mārama

Haramai te toki –Haumi e, hui ee, tāiki e!

Ngāti Hei values

Ngāti Hei and their association with Repanga has endured since time immemorial.

The eponymous ancestor Hei, and his sons Waitaha and Tahuwhakatiki, stood amidst the high-born tuakana line of his father Atuamatua, his older brother Houmaitawhiti and grandson Tamatekapua. Schooled in the lore of their ancestor, the famous Polynesian voyager and explorer Kupe, all were said to have descended from the demi-god Puhaorangi who appeared from the heavens to procreate the chiefly lines of Ngāti Ohomairangi known today as Te Arawa.

However, there was another important rangātira of the closely related Hekengārangi hapū whose earthly power was almost that of the many feared demi-gods that were an integral part of the Māori way of life and consciousness . He was the famous tohunga Ngātoro-i-Rangi.

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In Ngāti Hei accounts Repanga is one of seven important geographical citadels often referred to in Te Arawa voyaging histories. The others being Moehau, Ahuahu (Great Mercury Is) and Motutere (Castle Rock). Tahanga and the Ruamaahua islands.

According to Ngāti Hei accounts the Island of Repanga is of such spiritual and cultural importance that only worthy tohunga and chiefs set foot there. It is home to the descendants of sacred pet birds of Ngātoro-i-Rangi – Takareto and Mumuhau famous in Mataatua and Te Arawa oral histories.

In navigation Māori voyagers drew upon star, bird, whale, sea current and seasonal movements.

Ritualistic measures were also taken into account to ensure the success of a voyage either for fishing, visiting relatives or in war. These rituals ranged from human sacrifice, karakia (prayer), the placing of mauri (life force) stones but also taken into serious consideration was the consultation with the descendants of Takareto and Mumuhau. To appease and to maintain equilibrium with the gods, stone mauri and the erection of Tuahu (stone podiums of prayer) often bought from Hawaiki would be placed at Repanga.

The cry of Takareto was different to the cry of Mumuhou. From these cries tohunga were able to determine important omens of success or misfortune prior to expeditions on Te Tai Tamāhine (eastern coast) and Te Moana-Nui-A-Kiwa (Pacific Ocean). However only on Repanga it was said can these two spiritual species of bird be found. The descendants of the birds of Ngātoro-i-rangi, Takareto and Mumuhau were a species of Takahi-kare (a storm petrel or mutton bird).

Repanga was also known to Ngāti Hei for the shark species Mōnatara especially for its liver and the Moeone (deep sea bluenose) and Hāpuku (groper).

Repanga was a special rāhui pātaka kai (special food storehouse) reserved for chiefs. The Ngāti Hei and Waitaha pā known there was called Tāmurekura located close to Te Papa where the Cuvier Island lighthouse is today. The warlike nature of the Māori put Repanga directly in the eastern seaboard central north island "invasion corridor". These Pā were later destroyed in the early 1800s and the tapu of Repanga violated by conquering northern war incursions.

The continued ahikaa and kaitiakitanga is of significant importance to Ngāti Hei lest their stories be and their whakapapa be lost. Repanga stands as an off shore memorial in memory of their illustrious ancestors which include the birds Takareto and Mumuhau and the taniwha Ruamano, Ngāti Hei will maintain its spiritual, cultural and whakapapa links with this important island as they have in the last millennia. Ngāti Hei looks forward to their role as kaitiaki and ahikaa in the next millennia.

Protection principles

Recognition of, and respect for, the spiritual, cultural, customary, traditional and historical interests of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga with Repanga.

Recognition and respect for the mana, tikanga and kaitiakitanga of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga with Repanga.

Respect for and inclusion of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga tikanga and kawa in the management of Repanga.

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Protection of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga wahi tupuna, wahi taonga and wahi whakahirahira at Repanga.

Respect for the presence of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga in the management and interpretation of Repanga.

Recognition of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga mahinga kai and the provision of cultural resources at Repanga.

Recognition of the interests of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga in actively protecting its taonga species at Repanga.

Director-General's actions

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. The Department of Conservation will ensure that its management of Repanga maintains and enhances the ecological health of Repanga through regular monitoring, vigilance regarding biosecurity and compliance threats, and by advocating sound and sustainable environmental planning principles and processes.
2. Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about these values and the existence of the overlay classification, and the need to respect the Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga spiritual, cultural, customary, traditional and historical interests of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga with Repanga, and the mauri of Repanga.
3. The spiritual, cultural, customary, traditional and historical interests of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga with Repanga will be accurately portrayed in all new Department of Conservation information and educational material. Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga will be engaged with regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga information with the consent of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga.
4. Department staff will consult Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga, and particular regard will be had to their world views over any proposed introductions or removal of indigenous or exotic species to and from Repanga.
5. Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible.
6. Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites.

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7. Any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga informed as soon as possible to enable the koiwi or taonga to be dealt with in accordance with their tikanga.
8. The Department will advise Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga of opportunities for input into management planning for Repanga and its immediate environs through early engagement in the Conservation Management Strategy/Conservation Management Plan processes by the relevant District or Regional Office.

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2 STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

The Ngāti Hei statements of association are set out below. These are statements of Ngāti Hei particular cultural, spiritual, historical, and traditional association with identified areas.

Wharekawa Harbour and Catchment (as shown on deed plan OTS-100-32)

Wharekawa Harbour is encircled by Ngāti Hei Pa. Maungaruawahine at Waipunga is situated on the northern flank of the harbour. Ruahiwihiwi Pa lies on the southern harbour entrance. Hikunui islands protect the harbour entrance. Kopeopeo urupa of more than 25 acres, straddles the harbour entrance on the sandspit between the two main Pa.

Further up the harbour on the eastern bank of the Kapakapa stream confluence with the harbour lies Ruawharo Pa. All these Pa listed are historic Ngāti Hei taonga. The harbour is fed by the main rivers Kapakapa, Tawatawa and Wharekawa River which were all good sources of food supporting inanga, kanae, patiki, tuna etc. Kaimoana and open sea fish were easily obtained inshore and offshore with Wharekawa Harbour and Opoutere Beach (Takanga) virtually served as tauranga waka. Motu Haua, the rock outcrop at the northern end of Opoutere Beach situated at the kainga Ohui served as an ancient boundary marker in Ngāti Hei traditional history. Fishing and birding expeditions took place to the offshore islands Motu Kuranui and Wakahou as well.

This harbour, and the rivers and streams that comprise this catchment area, fed and watered the people of Ngāti Hei for centuries. The surrounding lands, through which these watercourses thread their ways, including the water itself, was, and is, the source of a diverse and varied range of consumables that has always been used and assigned by Ngāti Hei. All of these watercourses teemed with the best quality inanga which was a delicacy highly sought after by Ngāti Hei and a resource jealously guarded, as were all fishing resources.

Within this area, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other useful taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and prosper, through personal consumption and also through trading for economic benefits derived both nationally and internationally.

Protecting the aesthetic values of the iconic landscape, including skylines, noise levels, indigenous species, and beaches, all of which was impacted and encroached upon by the spread of human development, was also an undertaking pursued by Ngāti Hei in an attempt to maintain balance and equilibrium with their environment and culture. All development and housing met with a strict protocol of quality, meaningfulness and beauty, as defined by Ngāti Hei values. Craggy, rocky headlands were chosen to erect permanent settlements rather than the fragile sand dune areas – those areas being left as places for daily work (including stone flaking, shell fish processing, net making/mending, burials, battles and gardening) and the benefit of all. The large settlements were also a testament to the ingenuity and subtleness of Ngāti Hei architecture and design. Other burials of higher prestige were undertaken in caves, around bluffs and cliffs and rock clefts and boulder tumbles.

Both the harbours and the rivers/streams were navigational highways for both personal and economic benefits to the iwi, these water bodies being access ways and trading lanes. They contained tauranga waka (wharves, quays, slip channels, marinas) and herenga waka

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2: STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

(moorings), that were both utilised personally and assigned to others for use, at the discretion of Ngāti Hei.

The airspace above this area was managed and kept clear so as to enhance the human connection to the heavenly environment and keep higher knowledge accessible – through both day and night time.

In instances where it was necessary, platforms, terraces and reclamations were undertaken to make living areas more useful and accessible.

The harbour was a constant source of trade and income as freight was shipped most effectively by sea and water.

Tairua Harbour and Catchment (as shown on deed plan OTS-100-29)

Tairua Harbour is protected by the sentinel type Pa Paku Wai Kupuru on its northern flank. Mauariki similarly protected the southern entrance. Urupa associated with these Pa are situated close by. Te Karaka Pa and urupa on the southern bank of the Tairua Harbour are associated with these places. Another old kainga of Ngāti Hei is situated at Kohuraorao where the present Tairua School is located. Likewise this harbour and nearby Pauanui Beach served as a tauranga waka for fishing and birding expeditions to Slipper Island (Whakahou), Kuranui (Penguin Island), Motu Waikaia, and of course nearby Shoe Island (Matuhoa).

Likewise, important rivers flow into the Tairua Harbour. Tangitarore, Patakakai, Maramarua, Pukiore (Stony Stream), Hikuai, Oturu, Pepe, and Waitoko (Graham's Stream) all providing important fishing and eeling sources. Hikuai Pa is located at the confluence of the Hikuai stream and Tairua river. Of course this harbour featured predominantly in the Kauri timber industry in the 1880's where there was important interaction between Ngāti Hei tupuna and the Kauri Timber Co. (Union Sash Co.)

This harbour, and the rivers and streams that comprise this catchment area, fed and watered the people of Ngāti Hei for centuries. The surrounding lands, through which these watercourses thread their ways, including the water itself, was, and is, the source of a diverse and varied range of consumables that has always been used and assigned by Ngāti Hei. All of these watercourses teemed with the best quality inanga which was a delicacy highly sought after by Ngāti Hei and a resource jealously guarded, as were all fishing resources.

Within this area, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other useful taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and prosper, through personal consumption and also through trading for economic benefits derived both nationally and internationally.

Protecting the aesthetic values of the iconic landscape, including skylines, noise levels, indigenous species, and beaches, all of which was impacted and encroached upon by the spread of human development, was also an undertaking pursued by Ngati Hei in an attempt to maintain balance and equilibrium with their environment and culture. All development and housing met with a strict protocol of quality, meaningfulness and beauty, as defined by Ngāti Hei values. Craggy, rocky headlands were chosen to erect permanent settlements rather than the fragile sand dune areas – those areas being left as places for daily work (including stone flaking, shell fish processing, net making/mending, burials, battles and gardening) and the

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benefit of all. The large settlements were also a testament to the ingenuity and subtleness of Ngāti Hei architecture and design. Other burials of higher prestige were undertaken in caves, around bluffs and cliffs and rock clefts and boulder tumbles.

Both the harbours and the rivers/streams were navigational highways for both personal and economic benefits to the iwi, these water bodies being access ways and trading lanes. They contained tauranga waka (wharves, quays, slip channels, marinas) and herenga waka (moorings), that were both utilised personally and assigned to others for use, at the discretion of Ngāti Hei.

The airspace above this area was managed and kept clear so as to enhance the human connection to the heavenly environment and keep higher knowledge accessible – through both day and night time.

In instances where it was necessary, platforms, terraces and reclamations were undertaken to make living areas more useful and accessible.

The harbour was a constant source of trade and income as freight was shipped most effectively by sea and water.

Whitianga Harbour and Catchment (as shown on deed plan OTS-100-35)

Whitianga Harbour is surrounded by many Pa from the south head to the north head with kainga located right around the coast including the Pa Hereheretaura, Tui, Mautohe, Poikeke, Motu Korure, Whitianga Pa (Hei Turepe's Pa) Tanoa Paike, Wharetaewa (Toiawas Pa visited by Captain Cook in November 1769) then on around the coast to Panerahi, Whanga-o-tiki round to Raupuha Pa at the northhead.

Major river systems flow to this harbour from the hinterland which include Whenuakite, Parakau stream, Kapowai, Rangihau stream, Waiwawa stream, Kaimarama, Mahakirau, and Whangamaroro. Other rivers flowing to the outer harbours include AkeAke, Tohetea stream, Whauwhau stream, Panerahi, Waitaia stream. This being the heartland (nuinga) of Ngāti Hei's rohe. These rivers helped provide prodigious fisheries and kaimoana gathering places spread throughout Te Whanganui-A-Hei (Mercury Bay).

Likewise Whitianga Harbour was the centre of the Kauri milling industry for 80 years with much interaction between Ngāti Hei Tupuna and their milling executives and sub-contractors.

This harbour, and the rivers and streams that comprise this catchment area, fed and watered the people of Ngāti Hei for centuries. The surrounding lands, through which these watercourses thread their ways, including the water itself, was, and is, the source of a diverse and varied range of consumables that has always been used and assigned by Ngāti Hei. All of these watercourses teemed with the best quality inanga which was a delicacy highly sought after by Ngāti Hei and a resource jealously guarded, as were all fishing resources.

Within this area, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other useful taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and prosper, through personal consumption and also through trading for economic benefits derived both nationally and internationally.

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2: STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

Protecting the aesthetic values of the iconic landscape, including skylines, noise levels, indigenous species, and beaches, all of which was impacted and encroached upon by the spread of human development, was also an undertaking pursued by Ngāti Hei in an attempt to maintain balance and equilibrium with their environment and culture. All development and housing met with a strict protocol of quality, meaningfulness and beauty, as defined by Ngāti Hei values. Craggy, rocky headlands were chosen to erect permanent settlements rather than the fragile sand dune areas – those areas being left as places for daily work (including stone flaking, shell fish processing, net making/mending, burials, battles and gardening) and the benefit of all. The large settlements were also a testament to the ingenuity and subtleness of Ngāti Hei architecture and design. Other burials of higher prestige were undertaken in caves, around bluffs and cliffs and rock clefts and boulder tumbles.

Both the harbours and the rivers/streams were navigational highways for both personal and economic benefits to the iwi, these water bodies being access ways and trading lanes. They contained tauranga waka (wharves, quays, slip channels, marinas) and herenga waka (moorings), that were both utilised personally and assigned to others for use, at the discretion of Ngāti Hei.

The airspace above this area was managed and kept clear so as to enhance the human connection to the heavenly environment and keep higher knowledge accessible – through both day and night time.

In instances where it was necessary, platforms, terraces and reclamations were undertaken to make living areas more useful and accessible.

The harbour was a constant source of trade and income as freight was shipped most effectively by sea and water. Whitianga Harbour was by far the most lucrative for Ngāti Hei, being closest to their heartland and being the only deepwater port between Tauranga and Tamaki.

Whangapoua Harbour and Catchment (as shown on deed plan OTS-100-34)

Whangapoua Harbour is still today one of the most pristine and important fisheries to the tangatawhenua. Pa are located on the north head at Opera, Rehutae, Raukawa, and the kainga Rautarata. Other Pa around the fringes include Te Rerenga, Poroporo, Patikitiki, Omaro, and Matarangi (located at the eastern end of Matarangi Beach). Important rivers flow to this harbour as well, helping provide fish nursery grounds, shellfish gathering places and there is much evidence of shellfish processing floors especially the sandspit of Matarangi separating the outer and inner harbours. These rivers include Mapauriki stream, Otanguru stream, Owera stream, Opitonui River and Awaroa Stream, Waitekuri, Hikutawatawa stream.

Likewise this harbour interacted extensively with the Kauri timber industry with mills being located on the harbour edge at Maungatapu and at Waikauri on the Opera headland. Again, our tupuna interacted and sanctioned all the early dealings in Whangapoua up until the 1920's when the industry closed down.

This harbour, and the rivers and streams that comprise this catchment area, fed and watered the people of Ngāti Hei for centuries. The surrounding lands, through which these watercourses thread their ways, including the water itself, was, and is, the source of a diverse and varied range of consumables that has always been used and assigned by Ngāti Hei. All of these watercourses teemed with the best quality inanga which was a delicacy highly sought after by Ngāti Hei and a resource jealously guarded, as were all fishing resources.

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Within this area, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other useful taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and prosper, through personal consumption and also through trading for economic benefits derived both nationally and internationally.

Protecting the aesthetic values of the iconic landscape, including skylines, noise levels, indigenous species, and beaches, all of which was impacted and encroached upon by the spread of human development, was also an undertaking pursued by Ngati Hei in an attempt to maintain balance and equilibrium with their environment and culture. All development and housing met with a strict protocol of quality, meaningfulness and beauty, as defined by Ngāti Hei values. Craggy, rocky headlands were chosen to erect permanent settlements rather than the fragile sand dune areas – those areas being left as places for daily work (including stone flaking, shell fish processing, net making/mending, burials, battles and gardening) and the benefit of all. The large settlements were also a testament to the ingenuity and subtleness of Ngāti Hei architecture and design. Other burials of higher prestige were undertaken in caves, around bluffs and cliffs and rock clefts and boulder tumbles.

Both the harbours and the rivers/streams were navigational highways for both personal and economic benefits to the iwi, these water bodies being access ways and trading lanes. They contained tauranga waka (wharves, quays, slip channels, marinas) and herenga waka (moorings), that were both utilised personally and assigned to others for use, at the discretion of Ngāti Hei.

The airspace above this area was managed and kept clear so as to enhance the human connection to the heavenly environment and keep higher knowledge accessible – through both day and night time.

In instances where it was necessary, platforms, terraces and reclamations were undertaken to make living areas more useful and accessible.

The harbour was a constant source of trade and income as freight was shipped most effectively by sea and water.

Punaruku Scenic Reserve (as shown on deed plan OTS-100-28)

Ngati-Hei's association and footprints are on this land. It is part of what was Te Karo Block, which was adjudicated in favour of Ngati-Hei in 1872. This includes the location of a number of pā and kainga. Timber leases were arranged between Ngati-Hei and Kauri Timber milling companies.

Prior to this, in 1840-1842, kauri trees were extracted from this land with the assistance and cognisance of Ngati-Hei - Te Ngarahu, Hokianga and other chiefs.

Otama Beach (including Otama Beach Recreation Reserve and Otama Sand Dunes Recreation Reserve) (as shown on deed plan OTS-100-27)

Ngati-Hei footprints and archaeology exist here also. Our Pa and urupa exist on these dune lands and river margins. Through our hapu, Ngati-Koheru, there are direct linkages and kainga sites associated with these lands.

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This beach, and the rivers and streams that flow through it from the surrounding catchment area, fed and watered the people of Ngāti Hei for centuries. The surrounding lands, through which these watercourses thread their ways, including the water itself, were, and are, the source of a diverse and varied range of consumables that has always been used and assigned by Ngāti Hei. All of these watercourses teemed with the best quality inanga which was a delicacy highly sought after by Ngāti Hei and a resource jealously guarded, as were all fishing resources.

Within this area, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and prosper, through personal consumption and also through trading for economic benefits derived both nationally and internationally.

Protecting the aesthetic values of the iconic landscape, including skylines, noise levels, indigenous species, and beaches, all of which was impacted and encroached upon by the spread of human development, was also an undertaking pursued by Ngāti Hei in an attempt to maintain balance and equilibrium with their environment and culture. All development and housing met with a strict protocol of quality, meaningfulness and beauty, as defined by Ngāti Hei values. Craggy, rocky headlands were chosen to erect permanent settlements rather than the fragile sand dune areas – those areas being left as places for daily work (including stone flaking, shell fish processing, net making/mending, burials, battles and gardening) and the benefit of all. The large settlements were also a testament to the ingenuity and subtleness of Ngāti Hei architecture and design. Other burials of higher prestige were undertaken in caves, around bluffs and cliffs and rock clefts and boulder tumbles.

Whangapoua Forest Conservation Area (as shown on deed plan OTS-100-33)

Whangapoua Forest Conservation Area has Ngāti-Hei footprints. The land includes Tokatea o Hei, where Hei is interred (Castle Rock). The specific place of interment is an ana (cave) known as Nga Tomokanga o Hinepourī. This maunga is also an important boundary of demarcation between Hei and other tribal groups. It comprises parts of Owera and Otanguru Blocks which contained our pa, kainga, urupa and where we shared interests. In 1862, part of this tract of land was purchased from our tupuna Kaitu Paengahuka, Reupena Tahura, and Tikaokao among others.

The surrounding lands are the source of a diverse and varied range of consumables that has always been used and assigned by Ngāti Hei. All of these watercourses teemed with the best quality inanga, a delicacy highly sought after by Ngāti Hei and a resource jealously guarded, as were all fishing resources.

Within this area, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and prosper, through personal consumption and also through trading for economic benefits derived both nationally and internationally.

Protecting the aesthetic values of the iconic landscape, including skylines, noise levels, indigenous species, all of which was impacted and encroached upon by the spread of human development, was also an undertaking pursued by Ngāti Hei in an attempt to maintain balance

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and equilibrium with their environment and culture. All development and housing met with a strict protocol of quality, meaningfulness and beauty, as defined by Ngāti Hei values. Craggy, rocky headlands were chosen to erect permanent settlements rather than the fragile sand dune areas – those areas being left as places for daily work (including stone flaking, shell fish processing, net making/mending, burials, battles and gardening) and the benefit of all. The large settlements were also a testament to the ingenuity and subtleness of Ngāti Hei architecture and design. Other burials of higher prestige were undertaken in caves, around bluffs and cliffs and rock clefts and boulder tumbles.

Hikuai River Area (as shown on deed plan OTS-100-25)

Hikuai and Kitahi Conservation areas contain Ngati-Hei footprints. Part of this land, and Kitahi Road area comprised in Wharekawa East No.3, which was adjudicated in favour of Ngati-Whakaruku hapu of Hei for Peneamene Tanui, Aunt Miriama Pukukauri, and Tuokioki. Later, in 1895, Peneamene was responsible for organising the cutting of Kauri timber from this tract of land with the Kauri Timber Co. of Whitianga. Hei Pa, urupa, and kainga exist here. The old ara [historic track] linking Tairua and Whangamata passes through this tract of land, and was much utilised in the old days.

For further information refer to the statement of association in relation to "Tairua Harbour and Catchment".

Kapowai River Area (as shown on deed plan OTS-100-26)

Ngati-Hei footprints are here, and pa, urupa, and kainga are present. The rivers, and eeling and birding areas here are important to Ngati-Hei.

Parts of this tract are contained in the Rangihau, Wharepapa, Oteao and Kapowai Blocks. The blocks were adjudicated in favour of Ngati-Hei hapu Ngati-Parekaiata through Nukutaurua and others and in favour of Ngati-Hei hapu Ngati Hoko.

This is part of one of the last remaining tracts of the Ngati-Hei estates.

For further information, refer to the statement of association in relation to "Whitianga Harbour and Catchment".

Tapuaetahi (including Tapuaetahi Scenic Reserve) (as shown on OTS-100-31)

Ngati-Hei pa and urupa are present, and there are important names here for Ngati-Hei: Waipapa, and tauranga waka sites to the north.

This area, and the rivers and streams that flow through it from the surrounding catchment area, fed and watered the people of Ngāti Hei for centuries. The surrounding lands, through which these watercourses thread their ways, including the water itself, were, and are, the source of a diverse and varied range of consumables that has always been used and assigned by Ngāti Hei. All of these watercourses teemed with the best quality inanga which was a delicacy highly sought after by Ngāti Hei and a resource jealously guarded, as were all fishing resources.



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Within this area, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and prosper, through personal consumption and also through trading for economic benefits derived both nationally and internationally.

Protecting the aesthetic values of the iconic landscape, including skylines, noise levels, indigenous species, and beaches, all of which was impacted and encroached upon by the spread of human development, was also an undertaking pursued by Ngati Hei in an attempt to maintain balance and equilibrium with their environment and culture. All development and housing met with a strict protocol of quality, meaningfulness and beauty, as defined by Ngāti Hei values. Craggy, rocky headlands were chosen to erect permanent settlements rather than the fragile sand dune areas – those areas being left as places for daily work (including stone flaking, shell fish processing, net making/mending, burials, battles and gardening) and the benefit of all. The large settlements were also a testament to the ingenuity and subtleness of Ngāti Hei architecture and design. Other burials of higher prestige were undertaken in caves, around bluffs and cliffs and rock clefts and boulder tumbles.

Hei o Wharekaho tiakimoana (as shown as the coastal and maritime area on deed plan OTS-100-24)

Ngāti Hei considers its association is with *all of Hauraki*. Hei is the eponymous ancestor of the people of Ngāti Hei of Hauraki. Hei was a son of Atuatua, brother of Houmaitawhiti and father of Waitaha. Ngāti Hei are bound to the land and the seas of Toi te Huatahi ki te Waitematā huri atu a Tikapa ki roto (*The eastern seaboard sea to Waitematā, then to the Firth of Thames within*). In Arawa tradition, Hei nui is of the descendant line of the astrological deity Puhaorangi who takes human form and procreates with the female Kuraimonoa. The ancient dominions of Hei spread north to Whangarei through his sons Tahuwhakatiki and south to Te Waipounamu through Waitaha.

This maritime area including all the harbours it encompasses and the rivers/streams that flow into them were navigational highways for both personal and economic benefits to Ngāti Hei, these water bodies being access ways and trading lanes. They contained tauranga waka (wharves, quays, slip channels, marinas) and herenga waka (moorings), that were both utilised personally and assigned to others for use.

The airspace above this area was managed and kept clear so as to enhance the human connection to the heavenly environment and keep higher knowledge accessible – through both day and night time.

Te Whanganui O Hei (Mercury Bay)

The Great Bay of Hei was once the food basket of the 23 hapū of the people of Ngāti Hei. Known in earlier times as Te Whānga-A-Hei, this harbour has borne witness to the many great Polynesian and European navigators over the last thousand years. Kupe, Toi, Tamatekapua, Hei and even Cook proclaimed and named this great bay as their waka either beached or anchored near or on the golden sandy beaches of the area. Never will you find so many features in one bay that has seduced many a seafarer with its magic and idyllic allure. The Ariki Hei lived at Te O-A-Hei or Hāheī as it is now known until his death. His mana was carried

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on through his son Waitaha who populated the shores of Te Whanganui O Hei where we still remain as tangatawhenua, kaitiaki and ahikāroa.

Hundreds of Pā are scattered and radiate out from this bay up every river and stream. Where there is a water spring, close by will be a Pā, kāinga or burial ground. Kauri and Tōtara were known to have grown down to the water's edge and what were once white sandy beaches that are now in contrast mud and silt covered mangrove swamps.

Ngāti Hei has survived through its tumultuous history as the ever changing dynamic of tribal warfare and marriages that has shaped us as a people up to and beyond the time of the arrival of the Europeans. Te Whanganui O Hei became an important European trade port by the early 1800s. As a result the timber, flax milling, gold mining and gum digging industries flourished around Whitianga. This commercial activity attracted many of the tribes of the North Island to come here to take advantage of this activity. Whitianga came under the particular gaze of a northern alliance of tribes that sought the same trade opportunities in the Bay of Islands.

Te O-A-Hei or Hāhei as it is known today was the nuinga (heartland) of Hei nui and his many hapū. Every Pā kūmore or headland had fortifications. Every rock or Island of nga Tapuwae o Hine-Tua-Hōanga (the footsteps of Hine-Tua-Hōanga) in the bay had on it a structure. Many of these tower rocks seemed impregnable and formidable as a natural warning of any invading waka that might approach. From Te Pare Pā in Hāhei to Māhungarāpe Island at Wharekāho are natural Pou that mark Te Nuinga O Hei or the heartland of Hei and his people.

One such stronghold is Mautohe (Cathedral Cove) of Ngāti Rākāwera and Te Pare Pā at Hāhei of Ngāti Taura and Ngāti Manukarere. Further south to Te Puia or Hot Water Beach where hundreds of the descendants of Ngāti Tuhukea who were slain and cooked in "Two tides" at the thermal beaches of Te Puia. Their heads were taken for moko mōkai (tattooed preserved heads) to be traded to the curious Europeans and then the rest consumed or discarded by the northern raiders. It was known that bones were piled knee high on the beach of Te Puia. No understanding Ngāti Hei person bathes at Te Puia (Hot Water Beach) pools like the tens of thousands that do today.

There were several accounts of fishing nets as long as the length of Wharekaho beach which would have put the length of the net to be at least a kilometre long. The great nets was taken out by several waka in formation which was dropped and set and then hauled in to shore by hundreds of whanau hauling on huge taura or flax fibre ropes. The catches were vast and were said to have fed all the hapū of the area for several days and any surplus were dried stored in pātaka kai to stave off hunger through lean times.

The arrival of Captain James Cook in Te Whanganui O Hei on the 3rd of November 1769 (Mercury Bay) was an important day for Ngāti Hei. Captain Cook's charts proved New Zealand's geographical whereabouts. What followed were whalers, sealers, soldiers, French, Portuguese, Americans, Missionaries, imperial legislators, scientists, entrepreneurs, colonists, ship jumpers, and many, many others. Although te Tiriti o Waitangi was symbolically and historically conceived at Waitangi in 1840, the actual birthplace of New Zealand took place at our turangawaewae in November of 1769 – at Wharekaho. Our chief Toawaka sensed that the arrival of the "goblins" was a sign that things were about to change for his people. Little did he realise that in the next few days things were about to signal a significant and historical change for all of Aotearoa.

At Whitianga in 1769 Cook raised the English flag and claimed "this land for King and Country". This was Ngāti Hei's first encounter with Pākehā. It was at Wharekaho that the first official pōwhiri would occur between Pākehā and Māori. The first karanga (welcoming call) was heard and recorded by Cook followed by the first recorded wero (official challenge) and



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latterly a demonstration of our traditional weapons in close quarter warfare. The first official exchanges of gifts and notably the introduction of the potato hence the name of our sacred pā and urupā Wharetaewa or "house of the potato". The name taewa (moon) for the potato was because when cut in half its white flesh resembled that of the full moon hence the name Wharetaewa describing the pa as the vegetable or huawhenua began to flourish in the following seasons. The first known map of Aotearoa was drawn on the deck of the Endeavour by our Ngāti Hei ancestor Toawaka in his effort to describe to Cook and his officers – 'you are here'. He also pointed out to Cook that at the tip of the North Island- Te Reinga was the place where the wairua (spirits) of those departed. Toawaka lay on the deck of the Endeavour and feigned death in an effort to portray the significance of Te Reinga to Māori. These events were astutely recorded in Cook's logs and thus began the written geographical history of New Zealand.

The burial grounds of those killed by tāua from the north are still there today in various locations in and around Whitianga most notably Hukehuke along the Mercury Bay waterfront, Toumuia (Lovers Rock) and at Whakahau (Slipper island), Hāhei, Te Puia (Hot Water Beach), Tairua, Pauanui, Opoutere, Onemana. Then north of Whitianga at Wharekaho, Waitaia, Puhikai, Raupuha, Ohinau, Opito, Otama, Whangapoua and Wainuiototo. During the ten year exodus of Hauraki at that time, battles, skirmishes and intelligence was conducted by Ngāti Hei chiefs Te Paerata, Hamahona, Totohi and Pereki Awhiowhio of whom the latter was eventually hunted down and killed. Many Ngāti Hei were taken north as prisoners and slaves.

For further information, refer to the statement of association in relation to "Whitianga Harbour and Catchment".

Maunga Tāhanga

According to Ngāti Hei tradition Maunga Tāhanga was a kāinga of the spiritual deity Hine-Tua-Hōanga. Tāhanga Karā or basalt was famous throughout Aotearoa for its hardness and ringtone, that, when struck was similar to that of the modern properties of steel. Ngāti Hei were the proprietors of Tāhanga. Hine-Tua-Hōanga was the personified form relative to Maunga Tāhanga. Ngāti Hei were people of stone. They were experts in fashioning adzes, drills and taonga of all sizes and shapes. Ngāti Hei were known for building stone structures and stairways that guarded their gardens and Pā that can still be seen to this day.

In Ngāti Hei lore the Karā of Tāhanga was so valued and famous that according to lore the legendary taniwha of greenstone, Poutini, had heard of this mountain and came to claim Tāhanga as his own. The taniwha Poutini wanted to put Tāhanga under his spell and turn Tāhanga into his precious Pounamu so that the maunga would exalt his mana all over the North Island. This angered the goddess Hine-Tua-Hōanga as she proclaimed her mana was more powerful than that of Poutini because it was sandstone that was used as the grinding stones (hōanga) to shape Pounamu into its smooth lines further justifying that her power was even greater than that of the mischievous taniwha Poutini so she set about driving the intruding Poutini far from her kāinga.

Hine-Tua-Hōanga did not want the greenstone people residing in her rohe, for her people were of the sandstone – the sandstone people.

So Hine-Tua-Hōanga ordered her two pet sharks Ruamanowai and Aninihi to attack Poutini and drive him from Tāhanga so they chased him around to Raupuha (Matapua Bay) then to Puhikai then on to Waitaia. Poutini then fled south toward Tuhua (Mayor Island) to seek refuge from the infuriated Hine-Tua-Hōanga. Poutini thought then perhaps Tuhua would fall

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under his spell which of course was famous as the source of the best Tūhua (obsidian) in all of Aotearoa. The fins of the two pet sharks of Hine-Tua-Hōanga can be clearly seen today and are known as Motu Mango (the Twins) between Waitaia and Matapaua Bays.

Relentless in her pursuit of Poutini, Hine-tua-Hōanga gave chase. As she sped toward Tuhua she ordered her pet sharks to guard Tāhanga. The memory of her pursuit can be seen by the trail of island sentinels she left behind while heading for Tuhua to ensure that Poutini would not circle back to cast his magic on Tāhanga should she be distracted. The Islands and towering rocks from Aotea (Great Barrier) to Tuhua were her sentinels and the descendants of Hei have carried the spiritual mana of the deity of Hine-Tua-Hōanga through the ages as kaitiaki and ahikaa to this day.

Maunga Tahanga connects Ngāti Hei whakapapa to South America as well as being the underlying currency for the wealth of Ngāti Hei before the introduction of iron. As a stone age culture, those iwi who controlled stone operated at a high level of prosperity. Ngāti Hei controlled one of the three main sources of basalt in Aotearoa, which happened to be the stone of choice for stonemasons who manufactured everyday working tools, consequently enhancing the Ngāti Hei economy to an elevated degree. This was only altered by the European introduction of iron, which quickly and effectively ushered out the stone age.

Ahuahu

According to Ngāti Hei oral tradition Ahuahu is our Hawaiiki. The origins of Hei are foretold in the oral histories handed down through our ancestors to our grandfathers who regarded Ahuahu as Hawaiiki. Those origins are said to have emerged from two ancient tangatawhenua tribes of Ahuahu known as Te Hekengārangi and Hapuoneone. Ngāti Hei tradition states that Hei was said to have arrived on the waka Te Arawa to Aotearoa from a north easterly direction. Those on the waka saw Aotea and then directly behind Aotea were the landmass known as Aotearoa. Sailing on they laid their mauri at Repanga from Repanga Te Arawa returned to their home bay of Huruhi on Ahuahu. From the Huruhi (Ahuahu) to Pikopiko-i-Whiti at Opito then from Opito to Tāhanga.

During its expeditions of discovery the Te Arawa would often venture far over the horizon relying on currents, seabird movements and tohorā whales by day and star movements by night. One such important navigational beacon known in Ngāti Hei accounts was the important landmark known as Pari Nui-Te-Ra. On such expeditions and when conditions were favourable the great waka and its crew would rest out on the horizon waiting for "Te tohu mai Te Awatea" (the sign of the sunrise) and for Te Tohu a *Pari-Nui-Te-Ra* (The sign of the second sun). As the famous tohunga Ngātoro-i-rangi recited his incantation *Tama Nui-te-Ra* (the rising sun) began to appear behind them in the east and the second sun *Pari Nui-Te-Ra* began to appear in the west. Seeing the faint appearance of *Pari Nui-Te-Ra* in the distance the crew would wait for the order to set sail for Repanga to lay the Mauri as was exactly what the legendary ancestor and navigator Kupe instructed at his great wananga. After Ngātoro-i-rangi had completed his ritual the order was given to set sail toward their home that lay to the west. *Ki uta Ki Pari ki uta ki Hawaiiki, Hawaiiki nui Hawaiiki roa! Aotea I mua Aotearoa I muri mai rāwhiti ki te uru ee.*

As the waka plied toward second sun or *Pari Nui-Te-Ra*, islands would appear in the distance. *Pari-Nui Te Ra* was but a wairua of *Tama-Nui-Te-Ra*, a physical reflection of the sun radiating off the white rhyolite and silica cliffs of Ahuahu. According to Ngāti Hei tradition, *Pari Nui-Te-Ra* was a great beacon that guided all the waka to Aotearoa from Te Moana-Nui-O-Kiwa (the Pacific Ocean).

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From Ahuahu Hei settled the eastern Seaboard of the peninsula. With Hei were his sons Waitaha and Tahuwhakatiki. Tahuwhakatiki left and inhabited the Whangarei area. Waitaha stayed close to his father along the eastern seaboard of Hauraki to Maketu up until his death at Te O-A-Hei now known as Hāhehi. Hei was interned in the burial cave of Te Tomokanga a Hine-Nui-Te-Pō on the mountain Te Tokatea O Hei (Motutere) or Castle Rock.

The descendants of Hei (Waitaha) and Tamatekapua (Ngāti Huarere) lived side by side on Te Kauaeraro o Te-Ika-A-Maui or the Coromandel Peninsular.

According to Ngāti Hei oral accounts all the founding ancient tribes emanated from Hawaiki or Ahuahu. This important Island was waka tauranga and safe haven to all waka plying their way up and down this eastern seaboard. Ahuahu was also known as the home of the Kūmara. If tubers or seed kūmara were exhausted or had succumbed to frosts or weather conditions most of the tribes returned to Ahuahu to replenish their gardens with new tubers.

Ngāti Hei and Ngāti Huarere were the principal autochthon tribes from 1000AD to the mid 1800s up to the northern musket raids of 1817-1830. A ten year exodus from Hauraki to flee the northern onslaught followed but Ngāti Hei remained skirmishing where they could therefore ultimately pay a dreadful toll. During these skirmishes one noted Ngāti Whakaruku chief Pereki of Ngāti Hei was known to have swum from Huruhi Harbour on Ahuahu to Opito (about 20 km) to the mainland after his warriors were shot and their canoes destroyed. Another Ngāti Hei principal chief of Ahuahu in the 1880s was Tararoa. He lived on Ahuahu and at Ohuka in Whitianga where he had gardens and kept pigs.

Ahuahu is one of the most important Islands for Ngāti Hei spiritually and culturally.

The origins of our whakapapa, waka and karakia spring from "our Hawaiki".

This motu was a hive of activity for Ngāti Hei, providing high protein yielding delicacies such as Titi, Oi and seal meat. The fur from seal kills also added to a higher standard of living. Upon this motu and the moana which joins it to the land and to Hawaiki, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other useful taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and prosper, through personal consumption and through trading for economic benefits derived both nationally and internationally. These areas were also extensively gardened, being frost free and rich in nitrates from seabird guano.

Protecting the aesthetic values of the iconic landscape, including skylines, noise levels, indigenous species, and beaches, all of which was impacted and encroached upon by the spread of human development, was also an undertaking pursued by the Ngāti Hei in an attempt to maintain balance and equilibrium with their environment and culture. All development and housing met with a strict protocol of quality, meaningfulness and beauty, as defined by Ngāti Hei values. Craggy, rocky headlands were chosen to erect permanent settlements rather than the fragile sand dune areas – those areas being left as places for daily work (stone flaking, shell fish processing, net making/mending, burials, battles and gardening etc) and the benefit of all. The large settlements were also a testament to the ingenuity and subtleness of Ngāti Hei architecture and design. Other burials of higher prestige were undertaken in caves, around bluffs and cliffs and rock clefts and boulder tumbles.

This motu was a navigational marker, a shelter, a stopover, a stepping stone, an urupa, a settlement and a trading base for both personal and economic benefits to the iwi, being conveniently located within the confines of the marine trading lane – between Tauranga and

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Tamaki. It contained tauranga waka (wharves, quays, slip channels, marinas) and herenga waka (moorings) that were utilised personally and assigned to others for use, at the discretion of Ngāti Hei.

The airspace above this area was managed and kept clear so as to enhance the human connection to the heavenly environment and keep higher knowledge accessible – through both day and night time.

In instances where it was necessary, platforms, terraces and reclamations were undertaken to make living areas more useful and accessible.

The motu within the Ngāti Hei rohe were a constant source of supply, trade and income as freight was shipped most effectively by sea and water. All Ngāti Hei motu had activities of this nature to varying degrees, Ahuahu being by far the most lucrative to Ngāti Hei, being the largest, the first occupied, the closest to their heartland and consisting of the all-weather harbour, Huruhi. The Ngāti Hei chief Tararoa ran a commercial salted pork operation out of Ahuahu to Tamaki.

Ohinau Islands

Ohinau Islands and The Ruamāhua Islands were once described by the Ngāti Hei chief Tikaokao as the eyes that looked inland toward the Rohe (domain) of Ngāti Hei. Ohinau was a māra kai of hua –whenua (kūmara) and hua-rakau (aruhe or fern root). Kaimanu (birding) such as Oi, (Greyface petrel) and Titi (sooty shearwater) were plentiful. Fish and shark were ample. Ohinau has many rock walls that surrounded and protected the numerous kūmara gardens that could be found on the large north facing flat areas two hundred feet above the sea.

The soils are rich with bird guano (droppings) and kūmara could be grown twice annually.

Free from kiore (rats) ideal rainfall and elevated high above sea level ensured that the mainland pātaka kai were well stocked for the lean winter months.

During times of conflict Ohinau like many of the other Islands, was an important kai "outpost" where hidden gardens, food storage pits and pātaka kai were used alternatively if mainland food sources were plundered or destroyed. During the Musket Wars Ohinau provided precious kai when all was plundered along the coast. When the land war broke out in Waikato most of the mara (gardens) of Waikato and both coasts either side of Tikapa moana were plundered or destroyed. All the hapū there were hemokai (starving) as a result. While the military focus was on the people of Waikato, Ngāti Hei grew, caught and preserved as much kai as they could to help their beloved Māori King and his starving people and our relations of Marutūāhu who lived around Tikapa. Ngāti Hei arranged for the transport of that kai through old Māori ara (tracks) over the hinterlands and by canoe across Tikapa at night to assist their relations during that conflict. It was a small contribution but was welcomed by the hapū of Waikato and Marutūāhu nevertheless.

This motu was a hive of activity for Ngāti Hei, providing high protein yielding delicacies such as Titi, Oi and seal meat. The fur from seal kills also added to a higher standard of living. Upon this motu and the moana which joins it to the land and to Hawaiki, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other useful taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and

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prosper, through personal consumption and through trading for economic benefits derived both nationally and internationally. These areas were also extensively gardened, being frost free and rich in nitrates from seabird guano.

Protecting the aesthetic values of the iconic landscape, including skylines, noise levels, indigenous species, and beaches, all of which was impacted and encroached upon by the spread of human development, was also an undertaking pursued by the Ngāti Hei in an attempt to maintain balance and equilibrium with their environment and culture. All development and housing met with a strict protocol of quality, meaningfulness and beauty, as defined by Ngāti Hei values. Craggy, rocky headlands were chosen to erect permanent settlements rather than the fragile sand dune areas – those areas being left as places for daily work (stone flaking, shell fish processing, net making/mending, burials, battles and gardening etc) and the benefit of all. The large settlements were also a testament to the ingenuity and subtleness of Ngāti Hei architecture and design. Other burials of higher prestige were undertaken in caves, around bluffs and cliffs and rock clefts and boulder tumblers.

This motu was a navigational marker, a shelter, a stopover, a stepping stone, an urupa, a settlement and a trading base for both personal and economic benefits to the iwi, being conveniently located within the confines of the marine trading lane – between Tauranga and Tamaki. It contained tauranga waka (wharves, quays, slip channels, marinas) and herenga waka (moorings) that were utilised personally and assigned to others for use, at the discretion of Ngāti Hei.

The airspace above this area was managed and kept clear so as to enhance the human connection to the heavenly environment and keep higher knowledge accessible – through both day and night time.

In instances where it was necessary, platforms, terraces and reclamations were undertaken to make living areas more useful and accessible.

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Whakaū (Red Mercury Island)

Whakaū or Whaka-U was an important fishing and birding settlement of Ngāti Hei. It is the Island furthest heading east out into Te Tai Tamāhine but could be reached quite easily by traversing the Islands of Korapuki, Ngāraurapa (Middle Is), Atiu (Stanley Is) and Ngaruamāhanga (Double Is) by waka. Whakaū has a fresh water stream that permitted longer visits. The fish sought from this Island were moeone, shark and hāpuku. Tītī and Oi (mutton bird) were in abundance. Aruhe (fernroot) kūmara and tutaekoau (wild native celery) were in good quantity.

Whakaū derives its name from the practice of dividing up the kai and distributing it among those whānau that contributed to catching, preparation and preservation of the harvests. The kai was put into heaps and divided accordingly. Each heap would have been referred to as Moeone-Whaka-U, Hāpuku-Whaka-U and Aruhe-Whaka-U and so on. One of our Wharenuī at Whenuakite was known as Pipiwhakaū or Pipiwhaka-U as it was named after a Ngāti Parekaiata ancestor.

The soils are rich with bird guano (droppings) and kūmara could be grown twice annually.

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Free from kiore (rats) ideal rainfall and elevated high above sea level ensured that the mainland pātaka kai were well stocked for the lean winter months.

During times of conflict, Whakaū like many of the other Islands, was an important kai "outpost" where hidden gardens, food storage pits and pātaka kai were used alternatively if mainland food sources were plundered or destroyed. During the Waikato land wars of the 1860s Whakaū provided precious kai when all was plundered around the Miranda and Tikapa (Firth of Thames) coastlines. While the military focus was on the hapū of Waikato, Ngāti Hei grew, caught and preserved as much kai as they could to help their beloved Māori King, his starving people and our relations of Marutūāhu who lived around Tikapa. Ngāti Hei arranged for the transport of that kai through old Māori ara (tracks) over the hinterlands and by canoe across Tikapa at night to assist their relations during that conflict. It was a small contribution but was welcomed by the hapū of Waikato and Marutūāhu never the less.

This motu was a hive of activity for Ngāti Hei, providing high protein yielding delicacies such as Titi, Oi and seal meat. The fur from seal kills also added to a higher standard of living. Upon this motu and the moana which joins it to the land and to Hawaiki, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other useful taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and prosper, through personal consumption and through trading for economic benefits derived both nationally and internationally. These areas were also extensively gardened, being frost free and rich in nitrates from seabird guano.

Protecting the aesthetic values of the iconic landscape, including skylines, noise levels, indigenous species, and beaches, all of which was impacted and encroached upon by the spread of human development, was also an undertaking pursued by the iwi in an attempt to maintain balance and equilibrium with their environment and culture. All development and housing met with a strict protocol of quality, meaning and beauty, as defined by Ngāti Hei values. Craggy, rocky headlands were chosen to erect permanent settlements rather than the fragile sand dune areas – those areas being left as places for daily work (stone flaking, shell fish processing, net making/mending, burials, battles and gardening etc) and the benefit of all. The large settlements were also a testament to the ingenuity and subtleness of Ngāti Hei architecture and design. Other burials of higher prestige were undertaken in caves, around bluffs and cliffs and rock clefts and boulder tumbles.

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Te Rua-o- Māhu (Ruamāhua Islands)

According to Ngāti Hei tradition the Ruamāhua Islands were named in commemoration of the epic southern voyage of their ancient Waitaha O Hei ancestors. A double hulled waka was built and was called Te-Rua-o-Māhu or its celestial name known in earlier times as Te Rua O Māhuhu-ki-Te-Rangi. This name was also referred to in Ngāti Hei lore as the group of stars known as the Southern Cross and its pointers. At times Te Rua-O-Māhu also referred to in kōrero as the galaxy The Milky Way. Waitaha were known for their intrepid exploration to distant lands just as their ancestors did generations before them. The Waitaha explorers were determined to explore the source of the southern lights of Te-Whare-tiaho a-Maui (Aurora Australis). In their consultation with the Atua prior to the voyage they were instructed to stay "kei raro te ria a Marere-O-Tonga" or beneath the protection of the guiding southern star known as Marere-O-Tonga. On their return they would be guided home by the returning schools of parāoa (sperm whales) and upokohue (blackfish) on their annual return to the warmer waters known today as Whangaparāoa. This they did, but while returning their Rangatira was said to have died by choking on a small fish while returning home. According to lore his body was preserved and was to be returned home. The home of this Rangatira and his people was said to be in the vicinity of Tairua and Whakahau (Slipper Island) and Hahei.

Hence one version of the name for Paku Mountain at Tairua being "Paku ika i raoa ai a Tama" or the small fish that choked their rangatira Tama. The Pa at Tairua is known today as Paku Mountain.

In the final leg of the return journey toward Whakahau (Slipper Island) on its crossing from Tuhua Island (Mayor Island) the waka and its exhausted crew succumbed to a storm where huge seas and the thunderous crashing waves on the rocky shores destroyed the waka and its crew. The two massive hulls were said to have separated and damaged beyond repair. One hull was said to be found at Whakahau and the other further north at Māhuhu-ki-Te-Rangi or today known as Māhurangi Island near Whitianga. Thus explaining the names of the two hulls found at Islands Māhuhu-ki Te Rangi (Mahurangi Is) and Te Rua O Māhuhu Ki-Te-Rangi (Ruamāhua Is) named latterly in their honour.

One or two survivors were said to have survived to describe their epic voyage and the wonders they had seen at the Antarctic. The Ruamāhua Islands are the personification of the waka Te Rua-o-Māhu and the memory of its ill-fated commander and crew.

Today, the Middle Chain Islands at the Ruamāhua Islands represented the crew the stern was referred to as Ruamāhua Nui and the bow as Ruamāhua Iti. In tangi at Wharekaho the wairua of the tupapaku is sometimes said to have returned to the heavens on the celestial waka of Te Rua-O-Māhu Ki-Te-Rangi ki te Whare-Tiaho-A-Maui, e tu ana tera taha –" Go-alight the waka of Te Rua-A-Māhu, to Maui' house of light, it is there on that side that you will now stand".

These motu were a hive of activity for Ngāti Hei, providing high protein yielding delicacies such as Titi, Oi and seal meat. The fur from seal kills also added to a higher standard of living. Upon these motu and the moana which joins them to the land and to Hawaiki, the cultural activities of Ngāti Hei employed the use of stone and other mineral resources on a daily basis, as well as other useful taonga (valuable resources), including but not limited to timber, medicines, aqua, hydrothermal, air, indigenous and exotic flora and fauna, and more. This underlying wealth of resources created a strong economic base for Ngāti Hei that enabled them to thrive and prosper, through personal consumption and through trading for economic benefits derived both nationally and internationally. These areas were also extensively gardened, being frost free and rich in nitrates from seabird guano.

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Maunga Ruawahine and Maunga Ruahiwihiwi and Whakahau

Maunga Ruawahine and Maunga Ruahiwihiwi are two Pā that guard the entrance of the Wharekawa harbour just North of Whangamatā and South of Pauanui. Wharekawa harbour was a wahapū (harbour entrance) that accessed the hinterlands between Whangamatā and Tairua. The ancient tribe of Ngāti Tuhukea, a subtribe of Waitaha O Hei, once resided there. Ngāti Tuhukea descendants Ngāti Whakaruku resided on both sides of Wharekawa harbour. Wharekawa harbour was a safe haven for waka caught during rough seas between Tauranga, Whangamatā and Tairua. Just inland from the pā were the settlements of Opoutere, Onemana and Ruawharo.

Ngāti Tuhukea hapū of Whakaruku, Ngāti Tinirau, Ngāti Manukarere and Ngāti Taura all resided around the Whitianga, Tairua and Wharekawa harbours. Another stronghold was on the Island of Whakahau (Slipper Island) They were the principal tribes of those harbours on that side of the east coast – the eastern seaboard over to Tikapa moana (the Firth of Thames). Tuhukea' last stand was against the muskets of a northern alliance at Whakahau at South beach where hundreds of Ngāti Tuhukea were slain from the slaughters of "upoko tanui" or a quick death by a blow to the left temple. This took place as a tauā from the north was returning from a battle at Mokoia Island at Lake Rotorua. These bones are still there today and are washed out on to South Beach on Whakahau after major storm events. Adjacent to Whakahau are the Islands of Waikaia (Rabbit Is) and Kuranui (Penguin Is) that are still in Ngāti Hei

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ownership today. North east of Whakahau is the Island of Motu Hoa (Shoe Island) that is also still in the ownership of Ngāti Hei.

For further information, refer to the statement of association in relation to "Wharekawa Harbour and Catchment".



3 STATEMENTS OF ASSOCIATION WITH MOEHAU AND TE AROHA

The Ngāti Hei statements of association are set out below. These are statements of Ngāti Hei particular cultural, spiritual, historical, and traditional association with identified areas.

Maunga Moehau and Repanga

According to Ngāti Hei and Ngāti Huarere tradition Moehau was claimed by Tamatekapua the captain of the waka Te Arawa upon his arrival to Aotearoa from the legendary Hawaiki. Ngāti Hei traces their descent to Tamatekapua from Atuatua, the grandfather of Tamatekapua. Another name for Moehau was Te Moengahau O Tamatekapua – the windy burial place of Tamatekapua.

It was at Moehau that the Ariki of Te Arawa Tamatekapua spent his dying days. Tamatekapua had declared that he would return to Moehau when he was as a young Te Arawa Ariki. The following Ariki whose kōiwi (bones) were known to be interned at the tihi of Moehau. They were Tamatekapua, Tuhoromatakākā, Kahumatamoemoe and Huarere. They are all apical ancestors of important tribes that are still in existence today. There were other descendants from these ancestors that were also interned either with Tamatekapua or in the near vicinity depending on the line of descent.

During its expeditions of discovery Te Arawa would often venture far over the horizon relying on currents, seabird movements and tohorā whales by day and star movements by night. One such important navigational beacon known in Ngāti Hei accounts was the important landmark known as Pari Nui-Te-Ra. On such expeditions and when conditions were favourable the great waka and its crew would rest out on the horizon waiting for "Te tohu mai Te Awatea" (the sign of the sunrise) and for– Te Tohu a Pari-Nui-Te- Ra (The sign of the second sun). As the famous tohunga Ngātoro-i-rangi recited his incantation *Tama Nui-te-Ra* (the rising sun) began to appear behind them in the east and the second sun Pari Nui-Te-Ra began to appear in the west. Seeing the faint appearance of Pari Nui-Te-Ra in the distance the crew would wait for the order to set sail for Repanga to lay the Mauri as was exactly what the legendary ancestor and navigator Kupe instructed at his great wananga. After Ngātoro-i-rangi had completed his ritual the order was given to set sail toward their home that lay to the west.

Hoea ra! Ki uta Ki Pari ki uta ki Hawaiki, Hawaiki nui Hawaiki roa! Aotea I mua Aotearoa I muri mai rāwhiti ki te uru ee kia ita. Kia ita ee.

Paddle fourth! Home towards Pari Nui-Te-Ra! Home towards the big Hawaiki, the long Hawaiki

Tis Aotea at the east, Tis Aotearoa to the west be swift be quick!

As the waka plied toward second sun or Pari Nui-Te-Ra, islands would appear in the distance. *Pari-Nui Te Ra* was but a wairua of *Tama-Nui-Te-Ra*, a physical reflection of the sun radiating off the white rhyolite and silica cliffs of Ahuahu. According to Ngāti Hei tradition, *Pari Nui-Te-Ra* was a great beacon that guided all the waka to Aotearoa from Te Moana-Nui-O-Kiwa (the Pacific Ocean). As the waka sped toward Ahuahu the waka was flanked by the Island of Aotea and Aotearoa.

As further confirmation Ngātoro-i-rangi would release his two pet birds Takareto and Mumuhou. As anticipated they circled above the Te Arawa and then headed straight to

3: STATEMENTS OF ASSOCIATION WITH MOEHAU AND TE AROHA

Repanga (Cuvier). This was a good omen and as a gift to the gods a stone mauri bought from Hawaiki would be placed at Repanga, as part of the ritual of tapu – so it was done.

These two birds later became famous in Te Arawa folklore. The cry of Takareto was different to the cry of Mumuhou. From these cries tohunga were able to determine omens of success or misfortune prior to expeditions on Te Tai Tamāhine (eastern coast) and Te Moana-Nui-A-Kiwa Pacific Ocean. However only on Repanga it was said can these two spiritual species of bird can be found.

Repanga was a special rāhui pātaka kai (special food storehouse) reserved for that of chiefs. The descendants of the birds of Ngātoro-i-rangi, Takareto and Mumuhau were a species of Takahi-kare (A storm petrel or mutton bird) and should only be consumed by the chiefs and their direct descendants. Repanga was also known to Ngāti Hei for the shark species Mōnatara especially for its liver and the Moeone (deep sea bluenose) and Hāpuku (groper).

Ngāti Hei has a long tradition with Moehau and Repanga. The Ngāti Hei and Waitaha pā known there was called Tamurekura located close to Te Papa where the Cuvier Island lighthouse is today. Ngāti Hei ancestral, spiritual and cultural relationships with the Ariki whakapapa descent lines from Ngāti Ohomairangi, to Atuatua and then on to Hei, the younger brother of Houmaitawhiti, father of Tamatekapua. Hei's two sons Waitaha huri noa nga motu (founding ancestor to tribes around the country) and Tahuwhakatiki ki Whangarei.

Maunga Te Aroha

Te Aroha I runga
 Moehau ki raro
 Moehau ki Whakamoehau a Waitaha I roto
 A Tikapa ko Ureia
 Te Moananui a Toi a Ruamano
 Ngā Maunga ngā poupou whakahī O Hauraki
 Hei te tangata
 Te Arawa te waka

To Ngāti Hei, Moehau and Te Aroha are both prominent Maunga of Hauraki.

In ancient times the Ngāti Hei descendants of Waitaha lived beneath the shadows of both Maunga surrounded by the great inland seas and swamps that permeated much of the Hauraki plains. The food basket below Maunga Te Aroha was plentiful and easily obtained. The natural resources of the great wetlands provided the Ngāti Hei descendants of Waitaha year round sustenance when conditions on the coast were difficult. The winter migrations of hapu into the hinterlands offered great protection from easterly blasts, and swollen rivers. With that the added benefits of the thermal "Ngawha" below Te Aroha provided healing minerals for the ailing elderly and wounded warriors alike.

Ngāti Hei, or the Tapuika tribes as they are sometimes known, still reside in close proximity to Te Aroha toward the coast and have lived there since time immemorial. Te Aroha still stands in reminder of an ancient past where the old Te Arawa tribes once flourished. The Coromandel ranges, like a long umbilical cord that connects Te Aroha with Moehau, stand tall and proud and are very much a part of Ngāti Hei legendary lore. Like Moehau, the majesty of Te Aroha is also said to be very close to the heavens, a stage for wairua and demigods before ultimately dissipating into the ether of Ranginui – or the heavens – Uruao or the Milky Way. Such is the tapu of the tihi or very top of Te Aroha. Such is its importance to Ngāti Hei.

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4 PROTOCOLS

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4.1: TAONGA TŪTURU PROTOCOL

4.1 Taonga Tūturu protocol

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4.1: TAONGA TŪTURU PROTOCOL

**TAONGA TŪTURU PROTOCOL: A PROTOCOL ISSUED BY THE CROWN THROUGH
THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION
WITH NGĀTI HEI ON SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [date] between Ngāti Hei and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Protocol") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "Chief Executive") will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2
 - 1.1.2 Terms of issue – Part 3
 - 1.1.3 Implementation and communication – Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
 - 1.1.6 Effects on Ngāti Hei interests in the Protocol Area – Part 7
 - 1.1.7 Registration as a collector of Ngā Taonga Tūturu – Part 8
 - 1.1.8 Board Appointments – Part 9
 - 1.1.9 National Monuments, War Graves and Historical Graves – Part 10
 - 1.1.10 History publications relating to Ngāti Hei – Part 11
 - 1.1.11 Cultural and/or Spiritual Practices and professional services – Part 12
 - 1.1.12 Consultation – Part 13
 - 1.1.13 Changes to legislation affecting this Protocol – Part 14
 - 1.1.14 Definitions – Part 15
- 1.2 For the purposes of this Protocol the governance entity is the body representative of Ngāti Hei who have an interest in the matters covered under this Protocol. This derives from the status of Ngāti Hei as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

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4.1: TAONGA TŪTURU PROTOCOL

- 1.3 Manatū Taonga also known as the Ministry for Culture and Heritage ("the Ministry") and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 11 of this Protocol.

2 PROTOCOL AREA

- 2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [x] of the [name of settlement act] [date] ("the Settlement Legislation") that implements the Ngāti Hei 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 Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
 - 4.1.4 meeting with the governance entity to review the implementation of this Protocol if requested by either party;
 - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose,

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4.1: TAONGA TŪTURU PROTOCOL

content and implications of this Protocol and of the obligations of the Chief Executive under it;

4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

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. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hei origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hei origin found anywhere else in New Zealand;

5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hei origin found anywhere else in New Zealand;

5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hei origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hei origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Hei origin found elsewhere in New Zealand

5.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hei origin found anywhere else in

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4.1: TAONGA TŪTURU PROTOCOL

New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hei origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Hei origin found elsewhere in New Zealand

- 5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hei origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu;
- 5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Hei origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Hei origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

6 THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:

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4.1: TAONGA TŪTURU PROTOCOL

- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
- 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
- 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7 EFFECTS ON NGĀTI HEI INTERESTS IN THE PROTOCOL AREA

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Hei interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Hei interests in the Protocol Area.
- 7.3 Notwithstanding clause 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Hei interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

8 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

- 8.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

9 BOARD APPOINTMENTS

- 9.1 The Chief Executive shall:
 - 9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - 9.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
 - 9.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

10 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Hei interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.

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DOCUMENTS

4.1: TAONGA TŪTURU PROTOCOL

- 10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

11 HISTORY PUBLICATIONS

- 11.1 The Chief Executive shall:

11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Hei; and

11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Hei:

- (a) from an early stage;
- (b) throughout the process of undertaking the work; and
- (c) before making the final decision on the material of a publication.

- 11.2 It is accepted that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

12 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

12.1 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Hei within the Protocol Area, the Chief Executive will make a contribution subject to prior mutual agreement, to the costs of undertaking such practices.

12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

12.3 The procurement by the Chief Executive of any such services set out in clause 12.1 and 12.2 is subject to the Government Rules of Sourcing, all government good practice policies and guidelines, and the Ministry's purchasing policy.

13 CONSULTATION

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

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4.1: TAONGA TŪTURU PROTOCOL

- 13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
- 13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;
- 13.1.4 ensuring that the Chief Executive 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 that are the subject of the consultation; and
- 13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

14 **CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

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

15 **DEFINITIONS**

- 15.1 In this Protocol:

Chief Executive means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive.

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

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4.1: TAONGA TŪTURU PROTOCOL

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

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

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

governance entity has the meaning given to it in the Deed of Settlement.

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

Ngāti Hei has the meaning set out in clause 11.5 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 Protocol.

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

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

ISSUED on

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Chief Executive of the Ministry for Culture and Heritage:

WITNESS

Name:
Occupation:
Address:

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DOCUMENTS

4.1: TAONGA TŪTURU PROTOCOL

ATTACHMENT A: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



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4.1: TAONGA TŪTURU PROTOCOL

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

1 Amendment and cancellation

- 1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 102(3)).

2 Limits

- 2.1 This Protocol does not -

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

(a) introducing legislation; or

(b) changing government policy; or

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

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Hei (section 103(b) and (c)); or

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to, taonga tūturu.

3 Breach

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 104(2)).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.33).

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4.2: PRIMARY INDUSTRIES PROTOCOL

4.2 Primary industries protocol

Ministry for Primary Industries
Manatū Ahu Matua



**THE PRIMARY INDUSTRIES PROTOCOL WITH
NGĀTI HEI**

**Issued by
the Minister for Primary Industries**

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DOCUMENTS

4.2: PRIMARY INDUSTRIES PROTOCOL

PART ONE - RELATIONSHIP

PURPOSE

- 1 The purpose of this Primary Industries Protocol (the "**Protocol**") is to set out how Ngāti Hei, the Minister for Primary Industries (the "**Minister**") and the Director-General of the Ministry for Primary Industries (the "**Director-General**") will establish and maintain a positive, co-operative and enduring relationship.

CONTEXT

- 2 The Protocol should be read in a manner that best furthers the purpose of the Ngāti Hei Deed of Settlement (the "**Deed of Settlement**").
- 3 The Protocol is a living document that should be updated to take account of the relationship between the parties, future developments and additional relationship opportunities.

PRINCIPLES UNDERLYING THE PROTOCOL

- 4 The Ministry and Ngāti Hei are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 5 The parties recognise that to successfully implement the Protocol, the parties will need to work in partnership and in the spirit of collaboration.
- 6 The parties also acknowledge the principles below and their importance to successfully achieve the purpose of the Protocol. These relationship principles provide that the Ministry and Ngāti Hei will:
- a. work in a spirit of co-operation;
 - b. ensure early engagement on issues of known mutual interest;
 - c. operate on a 'no surprises' approach;
 - d. acknowledge that the relationship is evolving, not prescribed;
 - e. respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - f. recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.
- 7 The Minister and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. With the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both Ngāti Hei and the Ministry. The Protocol sets out how the Minister, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity

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4.2: PRIMARY INDUSTRIES PROTOCOL

will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.

- 8 The Ministry will have particular regard to the Statement of Pare Hauraki World View when exercising functions under the Fisheries Act 1996, the Forests Act 1949 and the Biosecurity Act 1993.
- 9 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Ngāti Hei or with another iwi or hapū with interests inside the Protocol Area on matters that could affect the interests of Ngāti Hei.

PART TWO - SCOPE AND INTERPRETATION

SCOPE

- 10 The Protocol applies to agriculture (agriculture includes animal welfare and horticulture), forestry, fisheries, biosecurity and food safety portfolios administered by the Ministry for Primary Industries (the "**Ministry**").
- 11 The Protocol does not cover processes regarding the allocation of aquaculture space, or the Treaty settlement processes established for assets held by the Ministry's Crown Forestry unit.
- 12 The Ministry is required to provide for the utilisation of fisheries resources while ensuring sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
- 13 In addition to requirements of clause 8, the Statement of Pare Hauraki World View will be given particular regard through the programmes and processes set out in this protocol.
- 14 The Protocol applies to the Ngāti Hei area of interest as noted and described in the attached map (Attachment A).

DEFINITIONS AND INTERPRETATION

- 15 In the Protocol:
 - a. "**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 Protocol;
 - b. "**Protocol area**" means the land area as noted in the attached map at Attachment A, together with the adjacent waters;
 - c. "**Crown**" means The Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by, the terms of the Deed to participate in any aspect of the redress under the Deed;
 - d. "**Fisheries Legislation**" means the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1983 and the Fisheries Act 1996, and any regulations made under the Fisheries Act 1983 and the Fisheries Act 1996;

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4.2: PRIMARY INDUSTRIES PROTOCOL

- e. "Governance Entity" and the "trustees" means the trustees of the Hei o Wharekaho Settlement Trust;
- f. "iwi of Hauraki" means the iwi referred to in clause 26 of this Protocol;
- g. "Pare Hauraki Collective Redress Deed" has the meaning given to it in the Deed of Settlement; and
- h. the "parties" means the trustees of the Hei o Wharekaho Settlement Trust, the Minister for Primary Industries (acting on behalf of the Crown), and the Director-General of the Ministry for Primary Industries (acting on behalf of the Ministry for Primary Industries).

TERMS OF ISSUE

- 16 The Protocol is issued pursuant to section 102 of the Ngāti Hei Claims Settlement Act [date] (the "Settlement Legislation") and clause 5.30 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

PART THREE - FISHERIES

- 17 The Minister and the Director-General of the Ministry have certain functions, powers and duties in terms of the Fisheries Legislation. With the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both Ngāti Hei and the Ministry.
- 18 The Protocol sets out how the Minister, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.
- 19 The Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

INPUT INTO AND PARTICIPATION INTO THE MINISTRY'S NATIONAL FISHERIES PLANS

- 20 The Ministry's national fisheries plans will reflect the high level goals and outcomes for fisheries. The plans will guide annual identification of the measures (which may include catch limits, research, planning and compliance services) required to meet these goals and outcomes.
- 21 There are five National Fisheries Plans, which relate to:
 - a. inshore fisheries;
 - b. shellfish;
 - c. freshwater fisheries;
 - d. highly migratory fisheries; and
 - e. deepwater fisheries.

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4.2: PRIMARY INDUSTRIES PROTOCOL

- 22 The National Fisheries Plans are implemented through an Annual Review Report and Annual Operational Plan.
- 23 The Annual Review Report presents information on:
- a. the current status of fisheries relative to the performance measures recorded in the National Fisheries Plans; and
 - b. the extent of the delivery of previous and existing services and management actions.
- 24 The Annual Review Report is developed through engagement with tāngata whenua about what future services are required to meet agreed objectives, address gaps in performance and meet tāngata whenua interests, including research, compliance and special permits. The Ministry will engage with the parties to produce the Annual Review Report.
- 25 The Annual Operational Plan will record the future services agreed through the Annual Review Report process to be delivered to fisheries for the next financial year (1 July - 30 June). The demand for services is often greater than can be provided by the Ministry. The Ministry undertakes a prioritisation of proposed services to address competing interests.
- 26 The Ministry will provide for the input and participation of the twelve iwi of Hauraki, Ngai Tai ki Tāmaki, Ngāti Hei, Hako, Ngāti Porou ki Hauraki, Ngāti Pukenga, Ngāti Tara Tokanui, Ngāti Rāhiri Tumutumu, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri, which includes Ngāti Hei into national fisheries plans through iwi forum fisheries plans. Iwi forum fisheries plans allow the Ministry to engage and involve iwi in fisheries management activities and national fisheries planning.

IWI FORUM FISHERIES PLANS

- 27 The twelve iwi of Hauraki collectively will have input into the relevant forum fisheries plan. The plan will incorporate:
- a. the objectives of the iwi of Hauraki for the management of their customary, commercial, recreational, and environmental interests;
 - b. views of the iwi of Hauraki on what constitutes the exercise of kaitiakitanga within the Protocol Area;
 - c. how the iwi of Hauraki will participate in fisheries planning and management; and
 - d. how the customary, commercial, and recreational fishing interests of forum members will be managed in an integrated way.
- 28 The iwi of Hauraki, which includes Ngāti Hei, will have the opportunity to jointly develop an iwi fisheries plan that will inform the content of the relevant forum fisheries plan.
- 29 Any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will have particular regard to forum plans interpretation of kaitiakitanga (see section 12(1)(b) of the Fisheries Act 1996).

4.2: PRIMARY INDUSTRIES PROTOCOL**MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES**

- 30 The Ministry, with available resources, undertakes to provide the Governance Entity with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- a. discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area; and
 - b. making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

RĀHUI

- 31 The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Hei and supports their rights to place traditional rāhui over their customary fisheries.
- 32 The Ministry and the Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Hei over their customary fisheries, and also the reasons for the rāhui.
- 33 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāti Hei over their customary fisheries, in a manner consistent with the understandings outlined in clause 29 of this Protocol.
- 34 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Hei over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

PROVISION OF FISHERIES SERVICES AND RESEARCH

- 35 Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
- 36 Ngāti Hei input and participation into Ministry fisheries services and research will occur through Ngāti Hei input and participation into the Ministry's national fisheries plans.

PART FOUR – STRATEGIC PARTNERSHIPS**INFORMATION SHARING AND COLLABORATION**

- 37 The Governance Entity and the Ministry will use reasonable endeavours to exchange and share relevant information of mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and the general law.
- 38 For the purpose of carrying out its function, the Governance Entity may make a reasonable request of the Ministry to:

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4.2: PRIMARY INDUSTRIES PROTOCOL

- a. provide information or advice to the Governance Entity requested by the Governance Entity, but only on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity; and/or
 - b. provide a Ministry representative to attend a meeting with the Governance Entity.
- 39 In respect of the above requests for information or advice:
- a. where reasonably practicable, the Ministry will provide the information or advice; and
 - b. in deciding whether it is reasonably practicable to provide the information or advice, the Ministry will have regard to any relevant consideration, including:
 - i. whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
 - ii. whether making the information available would contravene the provisions of an enactment; and
 - iii. the time and cost involved in researching, collating and providing the information or advice; and
 - iv. whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.
- 40 In respect of requests for the Ministry to attend a meeting with the Governance Entity:
- a. only where reasonably practicable, the Ministry will comply with the request;
 - b. the Ministry will determine the appropriate representative to attend any meeting; and
 - c. in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
 - i. the number and frequency of such requests the management agency has received from the Governance Entity;
 - ii. the time and place of the meeting and the adequacy of notice given; and
 - iii. the time and cost involved in complying with the request.

JOINT WORK PROGRAMMES

- 41 If agreed to by both parties, the Ministry and the Governance Entity, will work together to develop and implement joint work programmes on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity.
- 42 The work programme/s must be beneficial to both parties, must align with the parties objectives and priorities relating to the primary sector, and be based on agreed-to terms of delivery.

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4.2: PRIMARY INDUSTRIES PROTOCOL

***PROVISION OF SERVICE AND RESEARCH RELATING TO AGRICULTURE,
FORESTRY, FOOD SAFETY AND BIOSECURITY***

- 43 Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
- 44 Where the Ministry undertakes or contracts for services or research relating to agriculture (agriculture includes animal welfare and horticulture), forestry, food safety or biosecurity, and where the Ministry considers it to have a direct impact on the Protocol area, the Ministry will:
- a. notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for services or research, as appropriate;
 - b. where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
 - c. advise the Governance Entity of the provider it has chosen;
 - d. require any research provider to engage with the Governance Entity; and
 - e. provide the Governance Entity with the results of that research, as appropriate.

CONSULTATION

- 45 Where the Ministry is required to consult in relation to the Protocol, the principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- a. ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - b. providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - c. ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation;
 - d. ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation; and
 - e. where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

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4.2: PRIMARY INDUSTRIES PROTOCOL

PART FIVE – IMPLEMENTATION

MAINTAINING THE RELATIONSHIP

- 46 Each party will identify a senior representative to oversee the implementation of the Protocol. The senior representatives will be the key point of contact for any matters relating to the Protocol, and will be responsible for ensuring the outcomes and deliverables of the Protocol are monitored, and achieved.
- 47 Where elements of the Protocol may not be achievable, the parties will communicate this as soon as possible and work towards a common understanding of the issues and a positive way forward for both parties to achieve the outcomes of the Protocol.
- 48 Representatives of the parties will meet as required, and as agreed to by both parties.

ESCALATION OF MATTERS

- 49 If one party considers that there has been a breach of the Protocol then that party may give notice to the other that they are in dispute.
- 50 As soon as possible, upon receipt of the notice referred to in clause 49, the Ministry and the Governance Entity representative(s) will meet to work in good faith to resolve the issue.
- 51 If the dispute has not been resolved within 45 working days despite the process outlined in clauses 49 and 50 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

REVIEW AND AMENDMENT

- 52 The parties agree that this Protocol is a living document which should be updated and adapted to take account of any future developments and relationship opportunities.
- 53 The parties may only vary this or terminate this Protocol by agreement in writing.

ISSUED on

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Primary Industries

WITNESS

Name:

Occupation:

Address:

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4.2: PRIMARY INDUSTRIES PROTOCOL

ATTACHMENT A: PROTOCOL AREA



ATTACHMENT B: SUMMARY OF TERMS OF ISSUE

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

1. Amendment and cancellation

- 1.1 The Minister may amend or cancel this Protocol, but only after consulting with the Governance Entity and having particular regard to its views (*section []*).

2. Noting

- 2.1 A summary of the terms of this Protocol must be noted in the fisheries plans affecting the Protocol Area, but the noting -

2.1.1 is for the purpose of public notice only; and

2.1.2 does not amend the fisheries plans for the purposes of the Fisheries Act 1996 (*section []*).

3. Limits

- 3.1 This Protocol does not:

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

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

3.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Hei (*section []*); or

3.1.3 grant, create, or evidence an estate or interest in, or rights relating to, assets or property rights (including in relation to fish, aquatic life, or seaweed) under -

- (a) the Fisheries Act 1996; or
- (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
- (c) the Maori Commercial Aquaculture Claims Settlement Act 2004; or
- (d) the Maori Fisheries Act 2004 (*section []*).

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4.2: PRIMARY INDUSTRIES PROTOCOL

4. **Breach**

4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section []*).

4.2 A breach of this Protocol is not a breach of the Deed of Settlement (*clause 5.33*).

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5 ENCUMBRANCES

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5.1: OPOU CONSERVATION COVENANT

5.1 Opou conservation covenant

DOCUMENTS

5.1: OPOU CONSERVATION COVENANT

CONSERVATION COVENANT

**(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)**

THIS DEED of COVENANT is made this day of

**BETWEEN HEI O WHAREKAHO SETTLEMENT TRUST (the Owner)
AND MINISTER OF CONSERVATION (the Minister)**

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B Management of the Land's Values requires some restrictions on the Owner's use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C The Owner is the registered proprietor of the Land described in Schedule 1 as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated and implemented by the Act
- D The parties to the Deed of Settlement agree the Land's Values should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- E The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

- 1.1 In this Covenant unless the context otherwise requires:

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5.1: OPOU CONSERVATION COVENANT

"Conservation and Reserve Values"	means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Land's Values "	means the Conservation and Reserve values specified in Schedule 1.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

- 1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.1.3 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

- 2.1.1 to preserve and protect the Land's Values;
- 2.2.2 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

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5.1: OPOU CONSERVATION COVENANT

- 3.1.3 the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have a more than minor adverse effect on the Land's Values;
 - 3.1.11 any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owner may undertake minor clearance of vegetation;
 - 3.2.2 co-operating with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keeping the Land free from exotic tree species;
 - 3.2.4 keeping the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, granting to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

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5.1: OPOU CONSERVATION COVENANT

3.2.6 keeping all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owner provided the public:

4.1.1 only access the Land by foot;

4.1.2 do not take firearms or animals on the Land;

4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

6 JOINT OBLIGATIONS

6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

8 OBLIGATIONS ON DISPOSAL OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any

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5.1: OPOU CONSERVATION COVENANT

breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

10 MISCELLANEOUS MATTERS

10.1 Trespass Act

10.1.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise.

10.1.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.2 Reserves Act

10.2.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.3 Registration

10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

10.4.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

11 DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

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5.1: OPOU CONSERVATION COVENANT

- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

- 12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 Mediation

- 12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties.
- 12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 Failure of Mediation

- 12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
- 12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

13 NOTICES

- 13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.
- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received in the case of:
 - (a) personal delivery, on the date of delivery;
 - (b) pre-paid post, on the third working day after posting;
 - (c) facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;
 - (d) electronic mail, on the day of successful delivery of the mail.

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5.1: OPOU CONSERVATION COVENANT

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

14 SPECIAL CONDITIONS

14.1 Special conditions relating to this Covenant are set out in Schedule 3.

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

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5.1: OPOU CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

Opou

South Auckland Land District—Thames Coromandel District

Part Kuaotunu 3A. Part *Gazette* 1920, p 923. Subject to survey.

As shown on OTS-100-01

Conservation and Reserve Values to be protected:

Habitat values from vegetation cover comprised primarily of regenerating second growth coastal forest, with a mix of kauri and tãnekaha starting to show.

Scenic values due to its location as a backdrop to Whitianga and the coastal area of Wharekaho Beach.

Soil and water protection values as the catchment of the Tohetea and Ake Ake streams.

Statement of Ngāti Hei values for Opou

Opou is a pātaka kai (food storehouse) and a taonga (Treasure) of Ngāti Hei.

Opou and its catchments that flow from its valleys into Te Whanganui O Hei currently lies within the rohe of Ngāti Hei proper and is adjacent to their current kainga Wharekaho as it has been for over 1000 years.

Opou is the source of the awa (stream) that is referred to in Ngāti Hei whaikorero (speech) as Tohetea.

Ngāti Hei are mana whakahaere of Ngāti Hei Kaitiakitanga (Protecting and preserving) and Mātauranga (Wisdom and understanding) knowledge systems that encompass the physical through to the meta-physical, including but not limited to empiricism or logic (whakaaroaro), ethics (tikanga), principles (whakaponotanga), resource management (kaitiakitanga), and spirituality (wairuatanga), and that Ngāti Hei values and principles are a major dynamic and evolving knowledge system (Mohiotanga). If knowledge is categorised in terms of epistemology, mātauranga Māori, (like western knowledge) is a valid knowledge system and has both qualitative and quantitative aspects.

Within the broader Ngāti Hei value and principle matrix, mātauranga for Opou and the Tohetea Stream would include: Ancestry (whakapapa), language (te reo), medicine, health and wellbeing (rongoa, hauora, oranga, whaiora) weaving (raranga), carving (whakairo), matariki (seasonal planning), maara kai (cultivation, food production) environmental management and biodiversity (kaitiakitanga), agriculture and fishing (ahuwhenua, mahinga kai, hi ika, rapu tuna,

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5.1: OPOU CONSERVATION COVENANT

rapu koura), tattoo (Tāmoko), songs (waiata), moteatea (chants depicting significant historical events), prayer (karakia), proverbs and quotations (whakatauaki, pepeha).

Current application of these ethics and principles through Ngāti Hei kaitiakitanga (resource management practices) vary and it should be noted that the traditional practice of kaitiakitanga will need to be adapted due to ecosystem variation and biosecurity threats to native flora and fauna and the existing challenges such as Kauri dieback, pests, invasive weeds including wilding pines and exotics from adjacent intensive farming, forestry and housing developments over which Ngāti Hei has little or no control.

It is the Ngāti Hei cultural imperative that the ecosystems of Opou be restored to its former status as a Pataka Kai and to re-establish the pito or umbilical cord of sustenance that links the source of the sacred wai-Maori awa known today as the Tohetea Stream to our present day kainga at Wharekaho through which the Tohetea flows and then out to sea, and the sacred Akeake Stream which flows from the Opou block to the foot of the Ngāti Hei maunga Maungatawhiri, so that the once severed "pito" can be reattached and the mauri of Tohetea can now be restored.

Ngāti Hei have cultural practices associated with Opou, which include:

Harvesting of Cultural materials - Interaction with all flora and fauna including but not limited to:

- Mahi Manu (Bird harvesting)
- Whawhaki Kakano (Berry Harvesting)
- Topetope Rakau (Wood Cutting)
- Koko Aruhe (Root Harvesting)
- Whawhaki Otaota (Plant Gathering)
- Karia Kokowai (Digging for Ochre)
- Karia Kohatu (Quarrying for Stone)

Usage of water:

- Wairua Mauri Ora (for living)
- Whakainu (for drinking)
- Horohoroi (for washing)
- Whakamakuku (for irrigation)

Construction and Erection of Cultural Artifices/Objects (+ Earthworks):

- Pouwhenua (Boundary Markers)
- Whare (houses/Huts)
- Pourewa (Staged platforms)
- Tomokanga (Gateways)
- Pataka (Storehouses)

Activities Including Earthworks:

- Ara (Pathways)
- Urupa (Burial Grounds)
- Koko Aruhe (Root Harvesting)
- Mahinga Kai (Cultivating/Crop growing)
- Maioro Keri (Trench building)

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5.1: OPOU CONSERVATION COVENANT

- Pa Waihanga (Fort building)
- Tuahu (Sacred Alters)

Events

- Tangi (Funerals)
- Hakari (Celebrations)
- Mahauhau (Camping)
- Pupahi Takiwa (Seasonal Camping)
- Wai Whakaika (Knowledge Ritual)

Governance Prohibitions

- Rahui (Protection Mechanism)

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5.1: OPOU CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

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5.1: OPOU CONSERVATION COVENANT

SCHEDULE 3

Special Conditions

1. Schedule One includes a statement of Ngāti Hei's values in relation to this Land. Some of the special conditions below will support Ngāti Hei's management of the Land consistent with those values, provided that the impact on the Conservation and Reserve Values is no more than minor.
2. The Owner may manage public access in order to protect wahi tapu, the Conservation and Reserve Values, or for the purposes of public safety, but may not prevent public access to the Land except with the prior consent of the Minister.
3. Despite clause 3.1.2 the Owner may authorise the taking or removal of material from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is no more than minor.
4. Clause 3.1.8 does not apply to the taking of water from the Land in accordance with tikanga Maori for customary purposes.
5. Despite clause 3.1.11, the Owner may remove rock of any kind on or under the Land by hand or using hand tools for customary purposes, provided that the impact on the Conservation and Reserve Values is no more than minor.
6. Nothing in clause 3.2 requires the Owner to remove wilding pines present on the Land within the areas marked blue on the attached map provided that, in consultation with DOC, the Owner develops, implements, and periodically reviews a wilding pine management strategy for these areas. The strategy must have the long-term goal of the wilding pines being replaced by indigenous vegetation. The periodic reviews should include consideration of whether more active interventions, over and above passive regeneration of the indigenous vegetation, are required to ensure the long-term goal is achieved.
7. Clause 3.2 only applies where boundary fences in place at the date of this Covenant are required to prevent farm animals on adjoining land from entering the Land. A description of such fences, their condition and effectiveness is as follows:
 - a. There are 3.4 kilometres of fences on the Land erected by DOC (marked brown on the attached map). There are also fences located along the western boundary of the Land, possibly erected by the Crown Forest Licence Holder.
 - b. The northern fenceline is nearing the end of its productive life. However, there were no signs of stock intrusion.
 - c. The north eastern fenceline is clearly at the end of its productive life and, by itself, could not be relied on to exclude stock. However, it has been supplemented by a single hot wire fence erected by the adjoining private land owner. There were no signs of stock intrusion but this arrangement would not suffice for all livestock, e.g. sheep.
 - d. The south eastern boundary is only partially fenced. Much of the adjoining land comprises small landholdings, some of which have a small number of stock

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DOCUMENTS

5.1: OPOU CONSERVATION COVENANT

present. This could be described as a natural park boundary adjoining landscaped properties.

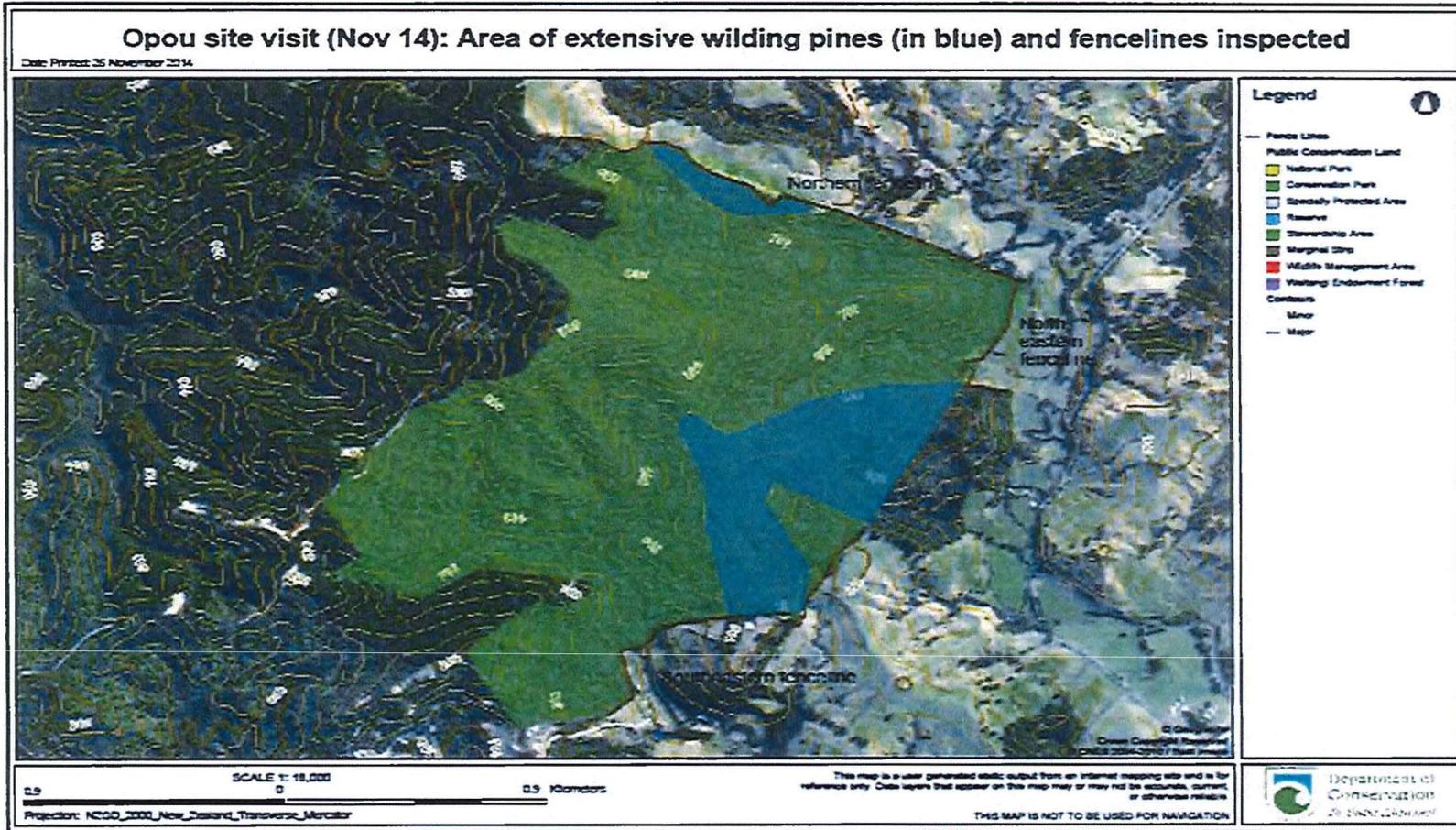
8. Clause 3.2.5 is deleted and replaced with:

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, granting to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land **including pest control operations on the Land** or to ascertain whether the provisions of this Covenant are being observed;

9. This Covenant, and in particular clause 4.1, is subject to a right of way over that part of the Land shown marked [] on SO [], and the exercise of rights, and enforcement of obligations, under that easement is not a breach of this Covenant.

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5.1: OPOU CONSERVATION COVENANT



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5.1: OPOU CONSERVATION COVENANT

GRANT OF CONSERVATION COVENANT

Under section 27 of the
Conservation Act 1987
and section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

Legal Services
Department of Conservation

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5.2: OPOU RIGHT OF WAY EASEMENT

5.2 Opou right of way easement

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5.2: OPOU RIGHT OF WAY EASEMENT

Date

PARTIES

- 1 [HER MAJESTY THE QUEEN [in right of New Zealand] acting by and through the Minister of Conservation pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988] (the "Grantor")
- 2 HER MAJESTY THE QUEEN [in right of New Zealand] acting by and through the Minister for State-Owned Enterprises and the Minister of Finance pursuant to sections 8 and 8A of the Crown Forest Assets Act 1989 (the "Grantee")

BACKGROUND

- A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee's Land on the terms and conditions set out in this Deed.

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Deed, unless the context otherwise requires:

"Commencement Date" means the date first written above;

"Deed" means this deed, the Background and the Schedule annexed hereto;

"Grantee" also includes the registered proprietors of the Grantee's Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

"Grantor" also includes the other registered proprietors from time to time of the Grantor's Land;

"Grantee's Land" means the land described in paragraph 3 of the First Schedule;

"Grantor's Land" means the land described in paragraph 1 of the First Schedule and includes any part thereof;

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DOCUMENTS

5.2: OPOU RIGHT OF WAY EASEMENT

[The following definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

["**Crown Forestry Licence**" means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantee's Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee;]

1.2 Construction

In the construction of this Deed unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Deed;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

- 2.1 Pursuant to section [*enter appropriate section and title of settlement legislation*] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [] on DP [] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the First Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:

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5.2: OPOU RIGHT OF WAY EASEMENT

- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily

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withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such

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carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section **[enter appropriate section and title of settlement legislation]**, this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

6 LICENCE

[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Deed is entered into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

7 REGISTRATION

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.

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8 DELEGATION

All rights, benefits, and obligations of a party to this Deed arising under this Deed may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Deed.

9 NOTICES

9.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

9.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

9.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

11 DISPUTES RESOLUTION

Should any dispute arise between the parties touching any matter relating to this Deed then:

11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);

11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;

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- 11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;
- 11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

[Signed for and on behalf of HER MAJESTY THE QUEEN [in right of New Zealand] acting by and through the Minister of Conservation as Grantor by

[Conservation Services Manager (Napier) acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988]

In the presence of:

Name:

Occupation:

Address:]

[Signed for and on behalf of HER MAJESTY THE QUEEN [in right of New Zealand] acting by and through the Minister for State Owned Enterprises and the Minister of Finance pursuant to sections 8 and 8A of the Crown Forest Assets Act 1989] as Grantee by:

_____ [name of signatory]

_____ [name of signatory]

in the presence of:

Name:

Occupation:

Address:

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FIRST SCHEDULE

1. **GRANTOR'S LAND:**
[Section [] SO[] (formerly Part Kuaotumu 3A)]
2. **GRANTOR'S ADDRESS:**
[Department of Conservation]
[insert address details]
3. **GRANTEE'S LAND:**
[Part Lot 1 DPS 57172]
4. **GRANTEE'S ADDRESS:**
[insert address details]