

NGĀTI HINERANGI
and
TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS

4 May 2019



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1. OVERLAY CLASSIFICATION



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1: OVERLAY CLASSIFICATION

Ngāti Hinerangi Protection Principles and Director-General's Actions for Wairere Waiteariki Overlay Classification

Pursuant to clause 5.1 of the deed of settlement, the following Protection Principles are directed at the Minister of Conservation, avoiding harm to, or diminishing of, the Ngāti Hinerangi Iwi / Hapū Values related to the overlay area of Wairere Waiteariki (being part Maurihero Scenic Reserve, part Wairere Falls Scenic Reserve, part Gordon Park Scenic Reserve and part Kaimai Mamaku Conservation Park) (as shown on deed plan OTS-135-15).

1. Protection of wāhi tapu (includes tapuwae, mahinga kai and nohoanga), indigenous flora and fauna and the wider environment within the Wairere Waiteariki overlay classification.
2. Recognition of and respect for the mana, kaitiakitanga, tikanga of Ngāti Hinerangi Iwi / Hapū within the Wairere Waiteariki overlay classification.
3. Encouragement of the respect for the association of Ngāti Hinerangi Iwi / Hapū with the Wairere Waiteariki overlay classification.
4. Accurate portrayal of the association of Ngāti Hinerangi Iwi / Hapū with Wairere Waiteariki overlay classification.
5. Recognition of the relationship of Ngāti Hinerangi Iwi / Hapū with the wāhi tapu and wāhi whakahirahira within the Wairere Waiteariki overlay classification.

Director-General's Actions

Pursuant to clause 5.1.4 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:

1. Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Ngāti Hinerangi's values and the existence of the overlay classification and will be encouraged to respect the association Ngāti Hinerangi have with the reserves and conservation park¹;
2. Te Puāwaitanga o Ngāti Hinerangi Iwi Trust will be consulted regarding all new Department of Conservation public information, educational material and signs regarding the reserves and conservation park¹ and, where agreed, the content will reflect their significant relationship with the reserves and conservation park¹;
3. Ngāti Hinerangi's association with the reserves and conservation park¹ will be accurately portrayed in all new Departmental information, signs and educational material about the area;

¹ Part Maurihero Scenic Reserve, part Wairere Falls Scenic Reserve, part Gordon Park Scenic Reserve and part Kaimai Mamaku Conservation Park.

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4. 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, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust will be consulted and particular regard had to their views, including those relating to kōiwi (human remains) and archaeological sites;
5. Any kōiwi or other taonga found or uncovered by the Department within the reserves and conservation park¹ will be left untouched and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust informed as soon as possible to enable Te Puāwaitanga o Ngāti Hinerangi Iwi Trust to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law;
6. Te Puāwaitanga o Ngāti Hinerangi Iwi Trust will be consulted regarding any proposed introduction or removal of indigenous species to and from the reserves and conservation park¹.

Wairere Waiteariki Overlay Classification Statement of Values

Te Wairere Falls is an iconic landmark for Ngāti Hinerangi as it was the site where the ocean navigator and explorer Ngāhue travelled to in his exploration of the North Island. At Te Wairere Falls he came across a moa. He killed the moa then cut the flesh of the moa up to take back with him on his voyage back to the islands.

Te Wairere Falls is located at the southern extremity of the Maurihoro and Waiharakeke East blocks. Te Wairere stream running down from the Maurihoro blocks is the feeder for Te Wairere Falls.

Waiteariki gets its name from Te Ariki waterfall which is located a few miles south from Te Wairere Falls.

Te Ariki Falls is also an iconic waterway of Ngāti Hinerangi and was reserved as a water source for high born rangatira.

It was the site of a traditional Ngāti Hinerangi settlement where people rested and bathed in the hot pools before or after making their trek over the Kaimai Range. The hot pools were used extensively by Kōperu and his grandsons, Tokotoko, Te Riha, and Tangata, together with their warriors to bathe in for spiritual and bodily healing after the rigors of battle. Bathing in the spring was a way to whakanoa or remove the tapu of battle.

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**2. STATEMENTS OF ASSOCIATION (STATUTORY
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2: STATEMENTS OF ASSOCIATION

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

Ōkauia Geothermal Resource (as shown on deed plan OTS-135-17)

The waiariki or geothermal hot springs and reserves within the traditional tribal boundaries of Ngāti Hinerangi, known as Te Rohe o Kōperu, have always been highly valued and treasured. Ngāti Hinerangi considers it to be a spiritual taonga from Rūaumoko, the God of earthquakes and geothermal activity over which they have always exercised rangatiratanga and kaitiakitanga for more than 500 years. There are about six hot springs and reserves in the Ngāti Hinerangi traditional rohe, including the Ōkauia Springs.

The waiariki or hot springs on Ōkauia Springs Road, Ōkauia, is known as Ramaroa. The original name for the area of the Ōkauia hot springs reserve was Papahuia. The name Ramaroa commemorates the story of a petrified waka. The prow of the canoe can be seen in the hot pool which is situated on the banks of the Waihou River.

Ōkauia Springs are very important Ngāti Hinerangi wāhi tapu. The waiariki was used extensively by Kōperu during his eastward expansion into Tauranga for his warriors to recuperate in the spiritual and healing geothermal waters. The Ōkauia Springs are a treasured taonga for Ngāti Hinerangi which was handed down by Ngāti Hinerangi tūpuna. The waiariki were also used for the same purpose by Kōperu's grandsons during their eastward expansion.

Due to the location of the Ōkauia Springs, there were extensive Ngāti Hinerangi settlements in the immediate vicinity on the Waihou River banks of the adjoining Ōkauia block, the Tūranga o Moana block, and also the Mangawhero block.

The geothermal springs were regularly used by Ngāti Hinerangi tūpuna, especially after returning from battle as a way to cleanse themselves and whakanoa the tapu of battle. The waiariki were used by Kōperu and his grandsons, Tokotoko, Te Riha, and Tangata, together with their warriors to bathe in for spiritual and bodily healing. Springs were also used when hosting travelers after they journeyed over the various tracks on the Kaimai maunga. The springs were also used for birthing rituals and according to Ngāti Tangata are the home of tīpua mokomoko (reptilian deities).

Hot springs on the Ōkauia 5 block

At the division of the Ōkauia block on 3 July 1879, a block of 5 acres and 39 perches, Ōkauia 5, was created. This specifically covered the waiariki by the Waihou River in the north west of the Ōkauia block. Ōkauia 5 was also known as the Papahuia Reserve.

The Ōkauia 5 block was granted to Himiona Te Kawau, Ngātūpara, Kahukoti Te Waitangi, Hihitaua, Pukutōia, and Hori Pārengarenga, who apparently were to act as representatives for Ngāti Hinerangi.

In 1880 the block was purchased by local settlers and subsequently on-sold several times in the late 19th and early 20th century. Ngāti Hinerangi had an arrangement with the first owner which allowed them continued access to the spring, however in 1920 the springs were turned into a commercial venture and this access was lost.

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Taihoa Geothermal Resource (as shown on deed plan OTS-135-17)

The Taihoa geothermal area is part of a geothermal field that runs through the traditional tribal territory of Ngāti Hinerangi. The Taihoa geothermal waiariki is part of a large network of waiariki in the Ōkautia area.

The geothermal fields were well known and well utilised by Ngāti Hinerangi tūpuna in their eastward expansion into Tauranga. The waiariki or hot pools were used extensively by Kōperu and his grandsons, Tokotoko, Te Riha and Tangata, together with their warriors to bathe in for spiritual and bodily healing after the rigors of battle, and to remove the tapu of battle.

Ngāti Hinerangi pā sites and settlements were located near these hot springs which were used by the general populace for bathing, cooking, healing purposes and to maintain their well-being and good health. The springs were also of important spiritual significance to Ngāti Hinerangi, bathing in the springs helped to maintain spiritual as well as physical health.

Ngāti Hinerangi's associations with the geothermal taonga within their rohe date back to their ancestral origins and tribal connections.

Waiteariki Geothermal Resource (as shown on deed plan OTS-135-17)

The Waiteariki geothermal field is found in between Tills Road and Gravesons Road off the Old Te Aroha Road in Ōkautia, Matamata.

It was the site of a traditional Ngāti Hinerangi settlement where people rested and bathed in the hot pools before or after making their trek over the Kaimai Range. The hot pools were used extensively by Kōperu and his grandsons, Tokotoko, Te Riha and Tangata, together with their warriors to bathe in for spiritual and bodily healing after the rigors of battle. Bathing in the spring was a way to whakanoa or remove the tapu of battle.

The waiariki gets its name, Waiteariki, from Te Ariki waterfall which is located a few miles south from Te Wairere Falls.

Ngāti Hinerangi hunters still use this waiariki when going to and from the bush on pig-hunting expeditions or when out catching tuna.

Kaimai range ridgeline (as shown on deed plan OTS-135-18)

The maunga of the Kaimai Range are spiritually, culturally, traditionally and historically of high importance to Ngāti Hinerangi and their hapū. The Kaimai Range is considered by Ngāti Hinerangi to be Te Wao Nui a Tāne, the sacred realm of Tane-mahuta, the God of the Forest, a wāhi tapu which must be protected. The maunga in the Kaimai Range are revered by Ngāti Hinerangi as a total and complete entity at the centre of the traditional tribal rohe of Ngāti Hinerangi known as Te Rohe o Kōperu. The Kaimai maunga connect Ngāti Hinerangi to their coastal pā and settlements in the east and seafood resources. It also connects them with their food resources, pā and settlements in the west in the Matamata and Ōkautia region.

The maunga in the Kaimai Range are closely interconnected with the identity of Ngāti Hinerangi. The maunga, the forests, the rivers, and the people are all interconnected and interdependent on each other. Ngāti Hinerangi are taught that to protect themselves they must

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also protect the wholeness of the environment – the land, the moana, the maunga, the forests and the rivers. The concept of kaitiakitanga is ingrained within Ngāti Hinerangi as they live, and have lived, at the foot of their maunga, enveloped by their forests and immersed in the waters of their rivers and moana since ancient times.

This bond is sacred like the bond of a child connected by the umbilical cord to his mother. The child is dependent on the mother. The mother is Papatūānuku, the Earth Mother, who is the provider and giver of life. To destroy the maunga, to destroy the moana, to destroy the forests, to destroy the waterways is to ultimately destroy ourselves. Ngāti Hinerangi are committed to ensuring that they as a people survive with their resources and identity.

The maunga, waters, wild life and the flora and fauna are regarded as taonga, treasures that have been handed down to them by their tūpuna and every generation has a responsibility to retain and maintain these resources intact for future generations for another 500 years yet to come. Each of the maunga along the Kaimai Range is individually named. As a physical feature, outsiders have viewed the Kaimai Range as a physical barrier, an impediment to progress and economic development. However, for Ngāti Hinerangi, and their hapū, the Kaimai Range is not an impediment.

The mountainous forests of the Kaimai Range, with their unique and rich flora and fauna, are the provider and sustainer of all things for Ngāti Hinerangi. It is the provider of food in the form of bird life such as the tui, kākāriki, kererū and many more different species of flora and fauna that were known to Ngāti Hinerangi as their traditional food sources. These included among others pikopiko, harore, kiore, huhu, koura, tuna, and many more. The forests of the Kaimai Range are the provider of shelter in the form of trees such as rimu and kahikatea, tōtara and kauri to be used as material for buildings and other forms of construction. It is the provider of clothing in the form of kiekie and harakeke from the sheltering swamps. It is the provider of art and other visual art forms such as wood for carvings, wharenui and pātaka and also for providing dyes and colourings for carvings, tā moko, and clothing. It is the provider of rongoā Māori or medicines and herbal remedies for ailments and to protect life. It is the provider of transport with the provision of tōtara and other trees for the building of waka. It is the provider of the means of war by the provision of hard woods such as kānuka and mānuka for the making of weapons. The seafood from Tauranga Moana consisted of: tāmure, haku, hāpuka, tarakihi, kahawai, pātiki, crayfish, pipi, tuatua, paua, tipa, kuku, and tio repe.

The forest in the Kaimai Range also provides the means of sustaining life by the provision of firewood for heat and for cooking food. It is the provider of traditional and customary beliefs and practices by tribal elders who were entrusted with the transmission of esoteric knowledge for the maintenance of traditional Ngāti Hinerangi society from one generation to another. It is the provider of sanctuary and security from enemies from outside and has been responsible for the survival of Ngāti Hinerangi and their hapū for more than five hundred years.

Ngāti Hinerangi are the kaitiaki for the Kaimai Range from just south of Te Aroha maunga in the north to Whenua ā-kura and Te Ara Pōhatu in the south. The Kaimai maunga are sacred to the iwi of Ngāti Hinerangi and its hapū of Ngāti Tokotoko, Ngāti Tangata, Ngāti Kura, Ngāti Whakamaungārangi, Ngāti Te Riha, Ngāti Tāwhaki, Ngāti Rangī, and Ngāti Tamapango.

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The following maunga are located in the Kaimai Range:

Ngā Maunga Tapu me Ngā Ara Tapu

1. Pukekōhatu
2. Pāhiko
3. Wahine Rock (also known to Ngāti Hinerangi as Ngā Tamāhine e Rua)
4. Kakarahi
5. Sentinel Rock
6. Motutāpere
7. Mount Eliza
8. Te Kuri o Te Manako
9. Pua Pua Tirohia
10. Te Ara o Maurihoro (Thompson's Track)
11. Maurihoro
12. Te Hanga Ridge
13. Pukupenga
14. Te Ariariparitupu
15. Te Mimiha o Tūwhanga
16. Te Wairere Falls
17. Te Ara o Te Wairere (Wairere Falls Track)
18. Te Ariki Falls
19. Waianuanu
20. Te Ara o Te Tuhi (Te Tuhi Track)
21. Pūtangi Maunga
22. Te Ara o Te Ōhutu (Te Ōhutu Track)
23. Te Weraiti

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24. Wairoa
25. Whenua ā-kura
26. Haukapa
27. Te Ara Pōhatu
28. Te Whanautanga a Kiharoa
29. Kaikaikaroro

The following rivers and streams flow from the Kaimai Ridgeline or connect to waterways that flow from the Ridgeline:

Ngā Awa Tapu

1. Waiorongomai Stream
2. Pohomihi Stream
3. Wairakau Stream
4. McNichol Stream
5. Wahine Stream
6. Waipupu Stream
7. Mangamaire Stream
8. Whakahoro Stream
9. Magill Stream
10. McLaren Stream
11. Waiharakeke East Stream
12. Foughey Stream
13. Stanley Stream
14. Gordon Stream
15. Mangapukatea Stream
16. Depression Stream
17. Karengorengo Stream

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18. Martin Stream
19. Puketutu Stream
20. Sheehan Stream
21. Wairere Stream
22. Waiteariki Stream
23. Manganui Stream
24. Mangamaku Stream
25. Mangapiko Stream
26. Mangangārara Stream
27. Mangamāori Stream
28. Ahimate Stream
29. Pūtangi Stream
30. Te Weraiti Stream
31. Wairoa Stream
32. Matatū Stream
33. Māhina-a-rangi Stream
34. Mangapouri Stream
35. Ōkoroire Stream
36. Mangawhara Stream
37. Tahawai Stream
38. McKinney Stream
39. Uretara Stream
40. Ngututuru Stream
41. Te Rereatukahia Stream
42. Waitekohe Stream

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43. Tuapo Stream
44. Kauritatahi Stream
45. Poupou Stream
46. Aongatete River
47. Wainui Stream
48. Whatakao Stream
49. Waipapa Stream
50. Waitioka Stream
51. Kaiopopko Stream
52. Te Puna Stream
53. Waione Stream
54. Mangaone Stream
55. Ōhourere Stream
56. Waireia Stream
57. Mangarata Stream
58. Mangatarata Stream
59. Ōtawhiri Stream
60. Ngāumuwahine River
61. Hurunui Stream
62. Te Ahuru Stream
63. Piako Stream
64. Tuakopae Stream
65. Momutu Stream

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Part Kaimai Range (as shown on deed plan OTS-135-19)

Ngāti Hinerangi of Tauranga Moana and Matamata have important associations with various areas throughout the Kaimai Mamaku Conservation Park. The Kaimai Mamaku Conservation Park runs along the mountainous and forested Kaimai Range which is at the centre of the traditional territorial tribal rohe of Ngāti Hinerangi that is known as Te Rohe o Kōperu. This statement of association sets out the Ngāti Hinerangi ancestral, cultural, spiritual, traditional, and historical associations with key areas, sites, locations and places within the Kaimai Mamaku Conservation Park.

Waiorongomai Stream and Pā site - South of Te Aroha

The area of the Waiorongomai Stream and pā site starts at Pukekōhatu maunga then traverses to Pāhiko maunga and the area of the Waiorongomai Stream and its pā sites.

The ancient Ngāti Hinerangi tribal boundaries were established by Kōperu when he and his people first occupied Te Wairere.

Ngāti Hinerangi tupuna Paratene Hihitaua described Ngāti Hinerangi's interest in lands in the Kaimai Range under cross-examination in the Native Land Court case for the Ōkauia block in 1879:

X: Did not Kōperu go as far as [south of Te Aroha]

A: That is another matter. That land is at Te Aroha.

X: Did you not say that Kōperu conquered land as far as Te Aroha?

A: Yes, I said so that we might claim [south of] Te Aroha."

A government official reported in 1872 that he was negotiating for the purchase of lands south of Te Aroha. He advised that about one-third of the land on the east bank of the Waihou River – from Te Aroha to Ōkauia and inland to the boundary of the Tauranga confiscation – was fit for settlement, adding that the owners "are the Ngāti Hinerangi tribe." This area included a large section of land within the Kaimai Range.

According to evidence given by a tupuna of another iwi:

"...Tokotoko and Hinerangi are descendants of Wairere who was a Waikato and in ancient times the name of [another tribe] included Hinerangi...and the land was one. They fought amongst themselves Hinerangi against [another tribe]. The name of the battle Tapiki harakeke and [the other tribe] were beaten by Ngāti Tokotoko and Ngāti Hinerangi then a division of the land was made at Te Aroha. The north being [the other tribe], the south Hinerangi and Tokotoko..."

Ngāti Hinerangi's interests in the Kaimai Mamaku area were therefore based on wars which were started by Kōperu and completed by his grandsons Tokotoko, Te Riha and Tangata. These wars were then consolidated by the inter-marriage of Ngāti Tāwhaki and Ngāti Rangi tūpuna with Kōperu's Ngāti Hinerangi descendants who occupied lands in the Kaimai Mamaku area.

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Kōperu's tribal rohe, Te Rohe o Kōperu, extended to both sides of the Kaimai maunga. Kōperu led a war expedition with waka taua against the people in the northern area and famously escaped being captured when he was cornered in a cave by smothering himself with the ashes of the bones of his enemy making himself tapu.

According to Ngāti Hinerangi tradition, Kōperu had a pā in the Waiorongomai foothills just south of Te Aroha maunga, which was in close proximity to a pā occupied by the remnants of another tribe. One day a young girl was out gathering fire wood down by the Waiorongomai River when she overheard two women talking about preparing a big hākari for the girl's family from the neighbouring Ngāti Hinerangi pā. However, as she listened to the conversation, she learnt that the feast was a ruse to kill all her people in the pā.

The young girl ran back and told Kōperu and the elders of the village what she had overheard while collecting firewood by the stream. Kōperu and his people developed a plan to invite their would-be assassins from the other tribe to their whare for a special entertainment show instead. The next day Kōperu and his people put the plan into operation and once their neighbours were gathered in the whare enjoying the entertainment, at a pre-arranged signal, they rose and slaughtered all of the people throwing their bodies into the Waihou River so their relations in the north could see what had occurred.

The stream and the action of the young girl in saving Kōperu and his people is immortalised by the naming of the stream as Waiorongomai, meaning the conversation that was overheard by the river. A wāhi tapu burial cave is located nearby at the Pohomihi Stream just south of the Waiorongomai Stream.

Wairākau

The Wairākau area south of Waiorongomai was densely populated in pre-European times by Ngāti Hinerangi and their associated hapū of Ngāti Tāwhaki and Ngāti Rangī. There were pā sites and terraces located in the Kaimai Range which were utilised by Ngāti Hinerangi tūpuna for extensive agriculture activity growing kūmara to sustain the population of the time.

According to Ngāti Hinerangi tradition some of the kāinga settlement names were Ōhineroa, Takatakahī, Pūkohukohu, Kōkātāhaohao, Te Kōtuku, Ōtūmatahau and Waopuaka. These were the principal settlement and cultivation sites and there were also smaller ones that made up a network of traditional occupation sites. These sites were alienated in the mid to late nineteenth century due to the musket raids from the north.

Te Kōtuku was the scene of a battle between Ngāti Rangī and another tribe with another iwi over a dispute about a tūtū kākā, a prized bird snaring site at Te Pae o Tū Rāwaru. The other tribe were determined on utu and invited Ngāti Rangī and another tribe to a hākari where the visitors were set upon and 200 people were killed. However, some Ngāti Hinerangi were deemed to be involved in this event which led to a number of killings on both sides.

The Ngāti Tāwhaki and Ngāti Rangī hapū were originally located in the Wairākau area. Both tribes were also closely connected by intermarriage and whakapapa to Ngāti Hinerangi. Eventually they sought refuge amongst Ngāti Hinerangi after conflicts with other groups. They intermarried with Ngāti Hinerangi and became close allies fighting to defend the Ngāti Hinerangi tribal area known as Te Rohe o Kōperu.

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The close connection of Ngāti Hinerangi with the Ngāti Tāwhaki hapū is today embodied in the name of the tūpuna whare Hinerangi Tāwhaki which is located in Ōkauia.

Wahine Rock

Wahine Rock is an important site of ancestral, spiritual, traditional and cultural significance to Ngāti Hinerangi. According to Ngāti Hinerangi tradition the sacred Wahine Rock is incorrectly named and its real name is Ngā Tamāhine e Rua. The present-day location of Ngā Tamāhine e Rua, a mountain peak at the top northern end of the Maurihoro B block, is incorrect.

Ngāti Hinerangi tradition states that the name Ngā Tamāhine e Rua describes the story of two young women who sought the advice of where to cross the Kaimai maunga from a Ngāti Hinerangi tohunga who told them that they should make sure they got across the maunga before sunrise. However, they failed to take his advice and for their transgression they were turned to stone. The rock formation depicts the shapes of two women not one. One woman is standing facing east towards Tauranga and the other is in a seated position facing north towards Te Aroha. The rock formation of the two young women is a prominent landmark that can be seen for miles.

The renowned Ngāti Hinerangi kuia, Te Uruwhārangī Marsh, also belonged to the hapū of Ngāti Tāwhaki and Ngāti Rangi. She was born in 1896, and lived on her tūpuna family land known as the Peina Tohatoha papakāinga.

The Peina papakāinga was located throughout the Wairākau area and at the foot of Wahine Rock where Te Uruwhārangī raised her family of 13 children. She has passed down her knowledge about the area's special spiritual significance for wāhine Māori who would go there to give birth to their children or to acquire rongoā Māori from her.

There were close whakapapa connections and intermarriage between Ngāti Tāwhaki and Ngāti Rangi with Ngāti Hinerangi which were derived from Te Uruwhārangī Marsh's tūpuna, Peina Tohatoha.

Historically, Ngāti Tāwhaki and Ngāti Rangi had joined with Ngāti Hinerangi for protection from another tribe and they had become firm allies.

Waiharakeke East

Waiharakeke East (8,160 acres) is a large block located across the Waihou River from Waiharakeke West and Tūranga o Moana, with the Kaimai Range and Maurihoro block to the east. In the north it is bounded by Te Aroha block and in the south by the Wairere block.

Waiharakeke East comprises another extensive area of Ngāti Hinerangi pre-European sites from the Waihou River to the Kaimai maunga which contained numerous pā sites and terraces along with agricultural sites for cultivations and pits for storage of kūmara. The Waiharakeke region was rich in high quality flax which was used for clothing and building material. It also had an abundance of food resources such as eels and fish as well as bird life.

As with all these settlements there were wāhi tapu, tūāhu or sacred sites and burial places located in the foot hills of the Kaimai maunga. A network of tracks and trails connected one village to another.

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Maurihero

This is the area in the Kaimai Range known as Maurihero comprising mountain features of Ngā Tamāhine e Rua, Te Hanga Ridge, Pukupenga, Te Ariariparitupu, Te Mimiha o Tūwhanga, Te Wairere Stream, and Te Wairere Falls.

Maurihero (2,723 acres) lies east of Waiharakeke East, in the Kaimai Range just south of the Te Aroha block. The Native Land Court considered the customary interests in Maurihero to be similar to those in the adjoining Waiharakeke East block, and awarded title to the descendants of Tokotoko and Tangata.

The Maurihero block is located on the eastern side of the Waiharakeke East block and is part of the central mountain range of the Kaimai maunga. Ngā Tamāhine e Rua is the northern extremity, Te Hanga Ridge is the middle portion and Te Wairere Falls and river is the southern point of the block. Te Mimiha o Tūwhanga is the south-eastern extremity of the Maurihero A block which was named after the son of Tokotoko, the paramount chief of Ngāti Hinerangi.

According to Ngāti Hinerangi kōrero tuku iho Maurihero is not the correct name for this block. The proper name is Te Hanga which is the name for the mountain ridge running towards the south. The name Maurihero was only applied after the survey of the block was carried out in the 1880s.

At the northern point of the block is located the Ngā Tamāhine e Rua Mountain peak. An ancient Ngāti Hinerangi pā is located near this mountain top.

The place name Te Ariariparitupu located on the eastern side of the Maurihero block is also in the wrong place. It should be further south. The place where Te Ariariparitupu is currently situated is Te Hanga Ridge. Te Ariariparitupu is a wāhi tapu for Ngāti Hinerangi which is marked by a spring of salt water and when the tide is high it rises and falls with it. The spring is called Waimāpunapuna. Te Wairere Stream takes its rise near Te Ariariparitupu. Pukupenga is a mountain area on the western boundary of this block.

An ancient track known as Te Māweteuru permitted travel from Waiharakeke and other settlements on the Waihou River across the Te Hanga Ridge to the Ngāti Hinerangi inland and coastal settlements in Tauranga. Ngāti Tokotoko had settlements called Te Tāheke and Te Taupaki located in this block.

There is a Ngāti Hinerangi burial ground on the northern side of Te Wairere Falls. Ngāti Hinerangi ancestors are buried there. Maurihero is a wāhi tapu for Ngāti Hinerangi because of the many pā sites and urupā and burial grounds that exist in the area. According to Te Kahukoti Te Waitangi during the hearings in the Native Land Court in to the Maurihero block in 1874:

“Some of the pā and urupā in the Maurihero block are at Wheronui. Some of Ngāti Hinerangi are buried there.”

Title was investigated in April 1884, when Pohoi Te Takatika of Te Puna claimed the land for Ngāti Hinerangi. He noted that their land east of Maurihero had been confiscated and identified Mangakahika as a stream that marked the northern limit of Ngāti Hinerangi interests in Maurihero, placing it north of Ngā Tamāhine e Rua. Te Kahukoti Waitangi affirmed this

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evidence, and also named several Ngāti Hinerangi pā on or near Maurihero.

Paratoenga Te Iwinui (or Hiwinui) claimed as a Ngāti Hinerangi descended from the Ngāti Hinerangi tupuna Kura.

As with the Waiharakeke blocks, the Court largely relied on its past judgments to conclude that Maurihero was indeed Ngāti Hinerangi land:

It has been admitted that the block now before the Court was a portion of the Waiharakeke excluded when that block passed the Court, which block was awarded to the descendants of Tokotoko and Tangata. If therefore those descendants were found to be the owners of the larger portion of the block they must be equally so the owners of this remaining portion of that block.

According to Pohoi Te Tahatika:

"Tokotoko and Tangata had equal rights – they jointly conquered these lands...this range at a certain part is called Hunga. Ngatamahinerua is the northern extremity and Hunga the middle portion and Wairere in the south. ...All Ngāti Hinerangi are well acquainted with Hunga on this block."

Pohoi Te Tahatika continued:

"... Tokotoko and Tangata conquered the land now before the Court. ...This range of hills is in the Tauranga District... They were owned by the ancestors I have named. [Tokotoko and Tangata].

The range of hills as shown on the plan is between Tauranga and Waihou but is near Waihou. This land and the land adjoining were conquered by Tokotoko and Tangata]. Tokotoko and Tangata conquered the pā ... Paretoenga and Ngatupara were of Ngāti Hinerangi. Te Tahatika, the father of Pohoi, Maihi Hoki and others.

"What I have said about Tokotoko and Tangata conquering this land is true – the whole of the land was held between them – this land at Ōkauia and lands further south, Mangatōtara. All the lands conquered by Tokotoko and Tangata were held jointly by them. ...I never heard Ngāti Hinerangi say that Tokotoko had no claim to this land. Tokotoko and Tangata had equal rights. Kōperu's conquest was the first conquest... after that Tokotoko and Tangata. Ngāti Hinerangi lived at Tauranga under this conquest."

Further evidence by Ngāti Hinerangi was given by Karanama Te Waitangi:

"I live at Ōkauia and come from Tauranga. Ngāti Tokotoko of Ngāti Hinerangi tribe. I know this land before the court. I know where Maurihero proper is to the north east of Ngatamahinerua [trig] station... This block before the Court was surveyed by Mr Shepherd. I went with him to make the survey. It was Te Pohoi who made application for the survey. ...The surveyor told me that the hapū named in the application was Ngāti Tokotoko and the name of the tribe Ngāti Hinerangi. Ngāti Hinerangi has other land not included in this block which have been mentioned at other Courts at the Court in Shortland, Waiharakeke East and West. Ngāti Hinerangi lands extended eastward of

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the range of hills marked on the plan Maurihero and Pawheronui and Pitoitoi, Te Pauapara, Hamamatewaha, Kauritutu. All these names [are] from the boundaries of the Ngāti Hinerangi lands on the Tauranga side.

Ōkauia and Whakamārama to the south have been both awarded to Ngāti Hinerangi and Waiharakeke to the west through the same ancestors as we now claim. Mangatōtara has also been awarded to them. Mangawhero – a block to the south west of Ōkauia has also been awarded to Ngāti Hinerangi. All the land surrounding the block [Maurihero] have been awarded to Ngāti Hinerangi. This block [Maurihero] is situated in the centre of Ngāti Hinerangi lands and has been mentioned at other Courts as situated, this land was conquered by our ancestors Tokotoko and Tangata. I do not go into the particulars as the evidence is already before the Court.”

On 21 April 1884, the Native Land Court investigation into the Title of Ownership to the Maurihero block was delivered. The Judgement stated:

“It has also been admitted that the block now before the Court was a portion of the Waiharakeke excluded when the block passed the Court, which block was awarded to the descendants of Tokotoko and Tangata.

If therefore those descendants were found to be the owners of the larger portion of the block they must be equally so the owners of this remaining portion of that block.

The Court therefore awards this block equally between the descendants of Tangata and Tokotoko, that is to say to Timi Te Rua, Te Rikihana Paratoenga and those whom they may admit with them as descendants of Tangata one half of this Maurihero block and to Te Pohoi Tahatika, Te Kahukoti, Te Waitangi, Karauia and those whom they may admit with them as descendants of Tokotoko, one half of the block.”

The judgment awarded Ngāti Hinerangi with its hapū of Ngāti Tokotoko and Ngāti Tangata lands in the northern boundary of the traditional rohe of Ngāti Hinerangi. The Court’s investigation had clearly shown the historical link that existed between each of the land blocks in the northern boundary which extended from Aratiatia and Waiharakeke in the West to Waiharakeke and Maurihero in the East. As a result, the ownership list was comprised solely of Ngāti Hinerangi: 73 of the grantees for the block were being Ngāti Tangata and 71 being Ngāti Tokotoko, and the block divided into two halves with one to each hapū.

Te Wairere Falls and Te Arika Falls

Te Wairere Falls and Te Arika Falls are sacred wāhi tapu of Ngāti Hinerangi. Ngāti Hinerangi rangatira and tūpuna were buried in the caves and gorges to the north and surrounding Te Wairere Falls.

Te Arika Falls was venerated for its spiritual and healing powers and was thus reserved for the high born ariki of the tribe which is the tradition contained in the meaning of the name, Te Arika.

Te Wairere Falls is an iconic landmark for Ngāti Hinerangi as it was the site where the ocean navigator and explorer Ngāhue travelled to in his exploration of the North Island. Ngāhue landed in Tauranga and travelled over the Kaimai maunga to Te Wairere Falls. He then continued down to Te Waipounamu to explore the South Island and found the precious

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pounamu stone. He retraced his way back to Te Wairere Falls where he came across a moa. He killed the moa then cut the flesh of the moa up to take with him on his voyage back to the islands.

Te Wairere Falls is located at the southern extremity of the Maurihiro and Waiharakeke East blocks. Te Wairere Stream running down from the Maurihiro blocks is the feeder for Te Wairere Falls. The correct name for Te Wairere Stream is Te Wairere Te Mahunga. Te Wairere only applies from the falls to the Waihou River. From the falls up is called Te Rirohanga.

Te Ariki Falls is also an iconic waterway of Ngāti Hinerangi and was reserved as a water source for high born rangatira. The warrior chief of another tribe famously asked for a drink from Te Ariki waters when he was close to passing away.

When Kōperu and his elder brother Kauamo and their people travelled across from Whāingaroa on the West Coast, they first stayed for a short time at Maungatautari but then they decided to move on to Te Wairere Falls where they set up their first settlement.

Te Wairere Falls Track was an important communication link across the Kaimai maunga to the Ngāti Hinerangi coastal settlements on Tauranga Harbour. It linked up with other tracks coming from Ōkauia settlements such as Te Tuhi and Te Ōhutu connecting with the inland settlements of Whakamārama and Te Irihanga and others. In former times this track was known as "Maorioro" (or Maurihiro). Kōperu established several pā near to Te Wairere Falls and set up Pā Tuna and extensive cultivation sites for the settlement of his people near Te Wairere. This also became the important burial ground for Ngāti Hinerangi ancestors who are buried there making the area a very sacred site for Ngāti Hinerangi.

A Tauranga tribe, who were of Tainui descent, were the original inhabitants of the area. Very shortly, Kōperu and his people began to acquire the land for themselves in a series of battles which extended over the Kaimai Mamaku area from Ōkauia on the Waihou River to Tauranga in the east.

Kōperu's grandsons Tokotoko, Te Riha and Tangata consolidated his gains. This began when Tangata had an altercation with Tokotoko's wife who had tried to treat him as a slave asking him to fetch her some water. He returned and hit her on the head and then fearing his elder brother's wrath he fled to Wharewera pā on Waiharakeke. Angered that he was not shown the required level of respect by the tribe there he rolled around in the toitoi bush cutting his flesh and then ran back to his elder brother accusing the other tribe of attacking him. Tokotoko raised an army to fight the remainder of the other people in the Wharewera pā in the Waihou River region.

Ōkauia North

The Ōkauia land block was one of the largest claims of Ngāti Hinerangi and comprised four inter-related blocks - Wairere in the north, Ōkauia in the middle, followed by Te Karaka to the south, and Tuarāpārahaha to the west. Some land in the north of the Ōkauia block is within the Kaimai Mamaku area.

The 1879 title investigation into the Ōkauia lands was the largest single claim brought to the Native Land Court by Ngāti Hinerangi. The claim included Ōkauia, Te Karaka, Wairere, and

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Tuarāpārahara 1 blocks and comprised almost 30,000 acres.

The bulk of the title was awarded as Ōkauia 1 (23,158 acres), with smaller areas set aside as hapū reserves at Haukapa, Waiomou, and Ōkauia (Ōkauia 2, 3, and 4). A survey of Ōkauia 1 shows that it comprised Wairere block in the north (6,027 acres), Ōkauia 1 in the middle (7,762 acres), and Karaka block in the south (9,369 acres). These blocks were used as mahinga kai by Ngāti Hinerangi.

The Ōkauia 1 block is today renamed as the Gordon Park Scenic Reserve.

By 1879 Ōkauia had been recognised by government officials as an important area for Ngāti Hinerangi. Their interests in the area from Waiharakeke in the north to Ōkauia in the south had been noted by land purchase officials in the early 1870s.

A report by Raglan Resident Magistrate of his March 1876 visit to the district also found few Ngāti Hinerangi resident at Ōkauia, but this seems to be because many were elsewhere for cultural reasons, or absent on visits to their other settlements:

"I found the Ngāti Hinerangi much scattered about in threes and fours...The settlements about the Whakamarama were deserted, but the empty rourous indicated a very recent hui of considerable magnitude.

Early on the morning of 2nd instant, I commenced my return trip from Tauranga. Upon reaching the Whakamarama I found the kaingas fully occupied, the Natives conversing freely, and apparently very friendly disposed. They were strangers to me, I did not recognise a single face; but, notwithstanding, they were exceedingly anxious for us to stop for something to eat. This we did not do, as we desired to get through the bush before dark. This we succeeded in accomplishing, reaching Te Tuhi about 5 p.m., where we found Pukutoia, Te Hore, and two or three others. These persons informed me that Paratene and the rest of the tribe were at Tapapa, having gone there to uhunga [hauhunga]. This tribe, all told, scarcely number forty. These people appeared to have an abundance of maize and potatoes."

Ōkauia South

Ōkauia South refers to the area in the Kaimai Range which includes the mountain features of Te Tuhi Track in the north; in the middle are Te Ōhutu Track, the Pūtangi maunga, the iconic Te Weraiti maunga, and the Matatū conservation area. In the south is the Wairoa settlement and urupā, Whenua ā-kura, the Haukapa boundary, and the iconic Te Ara Pōhatu maunga and Track.

There are four Ngāti Hinerangi marae located in Ōkauia. The marae are situated in the Kaimai Range at the foot of the sacred Ngāti Hinerangi maunga, Te Weraiti. The names of the four marae are Te Ōhākī, Hinerangi Tāwhaki, Tangata and Tamapango. Each of the marae are derived from Ngāti Hinerangi tūpuna and hapū that formed from the descendants of the five grandchildren of Kōperu, namely Whakamaungārangi, Kura, Tokotoko, Te Riha and Tangata.

Each of the four marae are buffeted by the sacred Mangapiko Stream which flows from the top of the Kaimai Range next to Te Weraiti. It is an important waterway providing physical and spiritual sustenance, resources and is the home of tīpua and taniwha.



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There are urupā in Ōkauia where Ngāti Hinerangi tūpuna are buried, namely Panetunawhenua and Ngārua. There are burial caves located on Ngāti Hinerangi's sacred maunga Te Weraiti which stands above the Ōkauia papakāinga where the four Ngāti Hinerangi marae are located. Pūtangi is another sacred maunga located above the Ōkauia settlement. Te Weraiti maunga is also closely linked to another sacred Ngāti Hinerangi maunga called Waianuanu which is situated to the east. Waianuanu was also used as a Ngāti Hinerangi burial ground because of its close proximity to the Ngāti Hinerangi inland settlements of Whakamārama, Rongomaipawheronui, Pitoitoi, Raeroa, Tahawai, Te Kumete, and Te Umu o Korongaehe.

Many of the place names in the Kaimai Range in this area are named after a battle that took place between Ngāti Hinerangi and another tribe following an altercation of Tangata with his elder brother's wife. She went back to her own iwi and returned with a war party to attack Tangata and Tokotoko in their pā at Ōpitokura on the Waihou River. Tangata was outside their pā at the time and was able to raise the alarm to warn his brother and their people of the imminent arrival of the war party. Tokotoko rallied his people and set off after the war party and killed many of the warriors which gave the name for the places where they fell. These included: Huakaramū, Mangakawa, Parakimione, Rukurukuwai (killed at Haukapa), Te Māwhai, and Whenua ā-kura. Tangata's taiaha broke in two during the fighting at Whenua ā-kura and he stuck the broken weapon into the ground and it became the boundary marker of the land that was taken from the the other tribe.

There are also numerous pā sites, settlements, wāhi tapu, and māra kai sites in the surrounding region of Ōkauia. There was the settlement known as Wairoa which was located on the southern side of Te Weraiti which was linked to the story of another tribe.

Te Weraiti Maunga

Te Weraiti maunga and its waterways and tributaries are very sacred to Ngāti Hinerangi who have resided at the foot of their maunga tapu for over 500 years.

As the principal maunga of Ngāti Hinerangi, Te Weraiti is acknowledged in their traditions and history as one of their most sacred maunga tapu. Te Weraiti is located above the four marae of Ngāti Hinerangi in Ōkauia in the Matamata area. However, all maunga within the Kaimai Range are interconnected and are revered as being sacred. They are part of Papatūānuku and Tane-mahuta, the same entities that have sustained and protected generations of Ngāti Hinerangi over the centuries. Ngāti Hinerangi are the kaitiaki of Te Weraiti and all other maunga within the Kaimai Range.

Te Weraiti was part of Mangatōtara No 1 block. Ngāti Hinerangi was originally allocated ownership of Te Weraiti Maunga by H.W. Brabant, the Resident Magistrate and Civil Commissioner of Tauranga on 21 November 1881 when he delivered his judgment in favour of Ngāti Tokotoko in recognition of the spiritual significance for Ngāti Hinerangi.

Te Weraiti is the sacred maunga of Ngāti Hinerangi because it contains burial caves where Ngāti Hinerangi tūpuna were buried to preserve the tapu and mana of their sacred maunga.

Mangatōtara / Ngāumuwāhine River / Poripori

The lands, forests, and waterways on Mangatōtara are of high cultural, spiritual and historical importance to Ngāti Hinerangi because it links two iconic sacred maunga of Ngāti Hinerangi,



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namely Te Weraiti maunga (described above) and Waianuanu maunga. Te Weraiti and Waianuanu maunga both contain burial caves of Ngāti Hinerangi tūpuna which is why they are so highly regarded and prized by Ngāti Hinerangi and their associated hapū. The Mangatōtara land blocks also contain iconic waterways that run off the two maunga. The Mangatōtara Stream and Ngāumuwāhine River are two river systems that flow from Te Weraiti maunga and Waianuanu maunga westward to the Wairoa River in the south east of Te Rohe o Kōperu, the Ngāti Hinerangi tribal boundary.

Mangatōtara is also the name of a land block on Te Weraiti maunga which connects to Waianuanu maunga. It was awarded to Ngāti Hinerangi owners in the 1880s. Poripori and Kumikumi are two adjoining land blocks where Ngāti Hinerangi descendants hold interests today.

The Mangatōtara block adjoins the two Poripori and Kumikumi blocks. It comprises native forest which connects Te Ōhutu track to the north-south track that provided a link between Ngāti Hinerangi and their inland settlements at Whakamārama and Te Irihanga through to their coastal settlements on Tauranga Harbour.

The records from Commissioner Brabant's 1881 hearing into the Poripori claim are incomplete. In particular the record of the final award of the land has yet to be located. The Poripori hearing began on 22 December 1881. Ngāti Hinerangi claimed the whole block. Timi Te Rua was their agent, with Ngātūpara, Paratoenga, and Hihitaua as their speakers. The principal claimants were Ngāti Tamapango, a hapū with very close whakapapa connections to Ngāti Hinerangi. The result of the hearing is not clear, but the Ngāti Hinerangi claim to the whole Poripori block was evidently not accepted. However, members of Ngāti Hinerangi were among the listed owners.

Whakamārama / Te Umu-o-Korongaehe / Te Kumete

This area in the Kaimai Range is named after a number of traditional settlements and wāhi tapu known as Whakamārama, Te Umuo-Korongaehe and Te Kumete.

According to Ngāti Hinerangi kōrero tuku iho, Te Umuo-Korongaehe is the site of an urupā where Ngāti Hinerangi tūpuna were buried. Te Kumete is the site of a Ngāti Hinerangi settlement where Ngāti Hinerangi tūpuna lived and worked the land prior to the arrival of European settlers. The Whakamārama block was located inland to the west of the Tauranga confiscated block in the rugged, forested hill country of the Kaimai Range.

Further evidence by Ngāti Hinerangi was given by Karanama Te Waitangi:

"Ngāti Tokotoko of Ngāti Hinerangi tribe Ngāti Hinerangi has other land not included in this block which have been mentioned at other Courts at the Court in Shortland, Waiharakeke East and West. Ngāti Hinerangi lands extended eastward of the range of hills marked on the plan Maurihoro and Pawheronui and Pitoitōi, Te Pauapara, Hamamatewaha, Kauritutu. All these names [are] from the boundaries of the Ngāti Hinerangi lands on the Tauranga side.

Ōkauia and Whakamarama to the south have been both awarded to Ngāti Hinerangi and Waiharakeke to the west through the same ancestors as we now claim. Maungatōtara has also been awarded to them. Mangawhero – a block to the south

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west of Ōkauia has also been awarded to Ngāti Hinerangi."

Members of Ngāti Hinerangi were awarded lands in the Whakamārama blocks by the Tauranga Commissioners.

Whenua ā-kura / Haukapa / Te Ara Pōhatu

Haukapa is the name of the settlement of the Ngāti Te Riha hapū of Ngāti Hinerangi that was located at the base of the Kaimai maunga where State Highway 29 crosses the Kaimai Range. This was the start of Te Ara Pōhatu, the track that Ngāti Hinerangi people regularly used to travel to their settlements in Tauranga Moana or to the Wairoa River area. A spring is located at the top of the track which provides a constant flow of fresh water for thirsty travellers right to this day.

Whenua ā-kura is the location of a sacred ancestral Ngāti Hinerangi site. There was a village settlement nearby that was occupied by Ngāti Hinerangi people belonging to the Ngāti Te Riha hapū. In the time of Tokotoko and Tangata, Whenua ā-kura was the site of a battle that took place with another tribe who had attacked Ngāti Hinerangi seeking to avenge a slight against the wife of Tokotoko. During the fighting Tangata broke his taiaha and, after vanquishing the enemy taua, he placed the broken taiaha in the ground as a pou whenua or boundary marker of Ngāti Hinerangi's traditional rohe. From that time until the present day, Ngāti Hinerangi have maintained and protected the traditional rohe boundary established by Tokotoko and Tangata. Some say the place was named after the warrior that was killed in battle, hence the name Whenua ā-kura.

Adding to the significance of Whenua ā-kura in the history of Ngāti Hinerangi, when a chief from another tribe was planning to attack the chief occupying the pā on Mauao (Mount Maunganui) in Tauranga, he sought out Pūtangimaru, the son of Kōperu who was a renowned tohunga, to devise a plan to take the pā on Mauao. Pūtangimaru instructed the Tauranga chief to go to Whenua ā-kura settlement and find a certain man there. The chief from Tauranga followed the instructions of Pūtangimaru. The man gave him direction to follow which led him to the pā of Pūtangimaru in the Hinuera region. He was put to the test that showed he was worthy and Pūtangimaru devised a strategy for him that would ensure he would succeed in capturing the pā on Mauao.

Part Maurihero Scenic Reserve (as shown on deed plan OTS-135-20)

The area applies to an area in the Kaimai Range known as Part Maurihero Block. At its northern end is Ngā Tamahine e Rua while at the southern end of the block is Stanley Stream and to the east is Maurihero and Pukupenga.

Part Maurihero comprises extensive areas of Ngāti Hinerangi pre-European sites from the Waihou River to the Kaimai maunga which contained numerous pā sites and terraces along with agricultural sites for civilisations and pits for storage of kūmara. The region was rich in high quality flax which was used for clothing and building material. It also had an abundance of food resources such as eels and fish as well as bird life.

Te Tapui Scenic Reserve within the area of interest (as shown on deed plan OTS-135-22)

Te Tāpui is located in the south-western corner of the rohe of Ngāti Hinerangi. The lands of the Ngāti Tāwhaki and Ngāti Rangi hapū are situated in this area. Te Keepa Ringatu of Ngāti



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Rangi said that Ngāti Rangi and Ngāti Tāwhaki had been the original owners of the lands in the south-west area. Ngāti Rangi and Ngāti Tāwhaki originally lived together with another iwi in the early days but they began to fight against each other. Ngāti Tāwhaki left and lived elsewhere for a time, but then returned to the area joining forces with Ngāti Hinerangi and inter-marrying with Ngāti Hinerangi tūpuna to become one.

The Ngāti Tāwhaki and Ngāti Rangi people had a pā site in this area known as Pōhaturoa. For a time during the period of inter-tribal wars in the 1820s, Ngāti Rangi, Ngāti Tāwhaki and Ngāti Hinerangi joined forces with Te Waharoa and his people for protection against other iwi and lived together.

The Te Tāpui block, of 5,033 acres, was bordered to the south-east by the Puketutu block, on the south-west by Hinuera number 2 block, and on the north-west and north-east by the Te Pae o Tū Rawaru block.

On 13 November 1868 Penetito brought a claim for this block, producing a list of ten owners. Penetito identified as Ngāti Rangi and also as another iwi in making this claim. He was supported by other Ngāti Hinerangi tūpuna. There was no opposition to their evidence or their list of owners.

No general Ngāti Hinerangi claim was made for Te Tāpui as they were represented through Ngāti Tāwhaki and Ngāti Rangi.

Te Ara o Maurihiro (Thompson's Track) (as shown on deed plan OTS-135-21)

In pre-European times Te Ara o Maurihiro / Thompson's Track was a major highway or line of communication over the Kaimai maunga. Te Ara o Maurihiro / Thompson's Track traversed the Ngāti Hinerangi tribal rohe and their inland relations and the rich coastal resources of Tauranga Moana. The Te Ara o Maurihiro / Thompson's Track area contains a proliferation of pā sites and terraces which indicates that the region was a major network of Ngāti Hinerangi settlements and cultivation sites. Today Te Ara o Maurihiro / Thompson's Track and all the other tracks in the Ngāti Hinerangi tribal rohe are regarded by Ngāti Hinerangi as the sacred footsteps of our tūpuna – ngā tapuwae o ngā tūpuna. Ngāti Hinerangi are focused on reconnecting, protecting, and preserving all the sacred tracks and trails over the Kaimai Range.

Kōperu, the Ngāti Hinerangi founding tūpuna, situated and occupied strategic pā sites at each end of Te Ara o Maurihiro / Thompson's Track. On the Waihou River side of the Kaimai Range in the west was the strategic pā site of Wharewera and on the eastern side of the track adjacent to the Waitekohe Stream was the strategic pā site called Hamamatewaha. The Hamamatewaha pā was a traditional Ngāti Hinerangi boundary marker located in the north-east of Tauranga for Te Rohe o Kōperu, the traditional Ngāti Hinerangi tribal boundaries established by Kōperu.

Te Ara o Maurihiro / Thompson's Track provided Ngāti Hinerangi with important opportunities for trade and commerce with other groups. The use of the track helped to strengthen links between different Ngāti Hinerangi hapū and also to create ties with other groups through trade.

The northern most pā of the Ngāti Hinerangi chief, Tokotoko, was Wharewera which was located in the area of Te Ara o Maurihiro. These pā therefore were important and their

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strategic location provided protection and security for people using the track.

Thompson's Track is an incorrectly named place which was assumed to be the transliterated surname for Wiremu Tamihana as in William Thompson. Instead Thompson's Track was named after a surveyor called Thompson. The traditional Ngāti Hinerangi name for Thompson's Track is Maurihoro. This name was changed to the current name after Europeans settled in the area.

The original name for this very important communication track was "Maorioro" (or Maurihoro) which was noted by the Crown's surveyor in the Lands and Survey Department, in his map describing the path through the forest to Tauranga, in 1882.

There are other important mountain features that are culturally, spiritually, and historically important to Ngāti Hinerangi. A nearby lake was an important food gathering resource area for Ngāti Hinerangi people on their travels across Te Ara o Maurihoro / Thompson's Track.

The lake provided access to a special variety of eel that was known as 'tuna kuwharuwharu' or longfin eel. The traditional Ngāti Hinerangi name for the lake and surrounding area was Te Kuri o Manako. According to Ngāti Hinerangi tradition the tuna in the lake provided an important source of food for people travelling over the track. The tuna kuwharuwharu were unique in that they would come up onto the bank and make a barking sound like a dog which is how the lake and the area was named Te Kuri o Manako. Ngāti Hinerangi descendants still gather tuna from the lake today.

Another mountain feature of significance to Ngāti Hinerangi is the Mount Eliza (known to Ngāti Hinerangi as Te Kohe maunga) adjacent to Te Ara o Maurihoro / Thompson's Track. According to Ngāti Hinerangi tradition, the mountain feature takes its name from the Waitekohe Stream that flows down from the maunga. The Waitekohe Stream is on the Tauranga side of the Kaimai Range, runs parallel with Te Ara o Maurihoro / Thompson's Track and was utilised by Ngāti Hinerangi walking the track.

Himiona Te Kohe was the direct descendant of Kōperu. Himiona Te Kohe was the Ngāti Hinerangi chief who, during the musket raids and inter-tribal fighting with other iwi in the 1820s and 1830s respectively, gave permission to the chief of another iwi, for cutting rights to the bountiful supply of flax adjacent to Te Ara o Maurihoro / Thompson's Track. Ngāti Hinerangi joined forces with Te Waharoa and his people to harvest the flax and then transport it by human carriers over Te Ara o Maurihoro / Thompson's Track to sell to European traders in exchange for muskets and powder.

There were other major tracks within the Ngāti Hinerangi rohe crossing over the Kaimai maunga that interconnected with Te Ara o Maurihoro / Thompson's Track. Ngāti Hinerangi were and still are kaitiaki of the tracks over the Kaimai maunga.

This strategic position was maintained by intermarriage with neighbouring iwi and by military force.

In times of war, the tracks and trails over the Kaimai Range brought death and destruction, and in times of peace, they brought trade and prosperity and freedom of movement between the different tribes.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Waianuanu (as shown on deed plan OTS-135-23)

Waianuanu maunga is one of the sacred maunga of Ngāti Hinerangi within the Kaimai Range. Ngāti Hinerangi has maintained ahikāroa rights to Waianuanu maunga for more than 500 years. Waianuanu maunga is a wāhi tapu of Ngāti Hinerangi and comprises burial caves with the kōiwi remains of Ngāti Hinerangi tūpuna who lived in the nearby settlements in the Whakamārama block and other adjoining land blocks.

Waianuanu is one of the most eastern maunga of Ngāti Hinerangi. Closely connected with the Waianuanu maunga is the Ngāumuwahine River. It runs around the foot of the Waianuanu maunga and is a sacred awa to Ngāti Hinerangi. The Ngāumuwahine River runs to the south-east of the Ngāti Hinerangi traditional tribal rohe. Ngāti Hinerangi tracks ran through and around the surrounding forest at the base of the Waianuanu maunga providing access to the inland settlements as a half-way stop-over point for travellers crossing the Kaimai Range.

Waianuanu maunga is located on the northwest corner of the Mangatōtara 1A land block which belongs to Ngāti Hinerangi. Today members of Ngāti Hinerangi are landowners on the land blocks immediately adjacent to Waianuanu. These include the Mangatōtara 1A block on the south-east side of the Ōkauia No1 block. Ngāti Hinerangi customary lands and ancient interests are also recorded in the Whakamārama and Ōteora land blocks that surround Waianuanu maunga, its ngāhere and awa.

Waianuanu maunga is flanked by the Mangatōtara block, Te Irihanga (Te Mahau portion) and the Ōteora block to the south-east which was awarded to Ngāti Hinerangi tūpuna by the Tauranga Commissioners' investigations in 1881 into Reallocated Lands. Ngāti Hinerangi tribal members are owners in these land blocks today.

Ōkauia No1 block to the north-west of Waianuanu peak is linked to another sacred maunga of Ngāti Hinerangi called Te Weraiti which was awarded to Ngāti Hinerangi by the Native Land Court in 1879. Waianuanu and Te Weraiti maunga are linked together to the other sacred maunga within the traditional tribal rohe of Ngāti Hinerangi as a spiritual stairway to the Supreme Creator, Io Matuakore and the Gods who dwell in the upper heavens and provide a sacred sanctuary that has ensured Ngāti Hinerangi's survival.

There are burial caves located on Ngāti Hinerangi's sacred maunga Te Weraiti which stands above the Ōkauia papakāinga where the four Ngāti Hinerangi marae are located. The four Ngāti Hinerangi marae, Te Ōhāki, Hinerangi Tāwhaki, Tangata, and Tamapango reside below these two sacred maunga. From this position, Ngāti Hinerangi have been the kaitiaki of Waianuanu and Te Weraiti maunga for more than 500 years.

Waihou River and its tributaries within the area of interest (as shown on deed plan OTS-135-24)

The Waihou River is the ancestral river of Ngāti Hinerangi. The Waihou River and its tributaries within Te Rohe o Kōperu, the traditional tribal boundaries of Ngāti Hinerangi, are sacred to Ngāti Hinerangi who have occupied the lands in the Matamata region adjacent to the Waihou River for more than 500 years. The renowned Ngāti Hinerangi tohunga, Tāmure, who was the son of Hinerangimarino and Taunga-ki-te-Marangai, married Tūwaewae, the daughter of Kōperu. Tāmure was responsible for maintaining the sacred wairua and spiritual essence of the Waihou River, as well as being the tohunga and kaitiaki of the taniwha who dwelled within

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

its sacred waters.

On the banks of the Waihou River was the settlement of Huakaramū which was the scene of an attack in earlier times by another tribe over a dispute between a man and a woman and their child. The dispute resulted in the killing of two Ngāti Hinerangi chiefs, Te Moanaikauia and Hou. However, no Ngāti Hinerangi pā or land was taken in the ensuing altercation. Ngāti Hinerangi reacted instantly and raised a war party to avenge the killing of their two chiefs. The war party attacked the pā of the other tribe killing a chief and 30 others. The other tribe never received payment for the deaths of these people.

The Waihou River is of great spiritual, cultural, ancestral, traditional, and historical importance to Ngāti Hinerangi. The evidence of this can be seen by the great number of Ngāti Hinerangi pā sites, papakāinga settlements, urupā, and wāhi tapu located nearby or on the banks of the river. The Waihou River is home to sacred waiariki (geothermal springs) and tīpua mokomoko (reptilian deities). The Waihou River has been a provider of life sustaining fresh water, food resources in the form of birdlife, tuna, freshwater crayfish, and other fish species, and it has provided a plentiful supply of harakeke for clothing and building materials.

The Waihou River has provided a communication system for travel and transport along its waterways to other regions of the Ngāti Hinerangi tribal rohe, helping to strengthen links between Ngāti Hinerangi and their whanaunga along the river. The Waihou River also provided Ngāti Hinerangi with important commercial opportunities to trade with other iwi and hapū who lived along the river. It was also a means of transport in times of war for Ngāti Hinerangi war parties travelling in waka taua in defence of their tribal rohe.

Ngāti Hinerangi have exercised rangatiratanga and kaitiakitanga over the Waihou River and its tributaries and waterways, from time immemorial and it plays a central role in the cultural and spiritual identity of Ngāti Hinerangi.

3. STATEMENT OF ASSOCIATION FOR WAIORONGOMAI

Waiorongomai Stream – *The conversation heard by the stream*

According to Ngāti Hinerangi tradition, Ngāti Hinerangi's interests in the area south of Te Aroha, into which Waiorongomai Stream flows, are based on wars of conquest of Kōperu and his grandsons Tokotoko, Te Riha, and Tangata. These wars of conquest were concluded by the inter-marriage of other iwi with Kōperu's Ngāti Hinerangi descendants, who then occupied the strategic corridor from Matamata in the west to Tauranga Moana in the east.

Kōperu had a pā in the Waiorongomai foothills just south of Te Aroha maunga, which was in close proximity to a pā occupied by another iwi. One day, a young girl from Ngāti Hinerangi was gathering firewood by the Waiorongomai River when she overheard two women talking about preparing a big hākari for the girl's family from the neighbouring Ngāti Hinerangi pā. However, as she listened to the conversation, she learned that the hākari was a ruse to kill all her people in the pā.

The young girl ran back and told Kōperu and the elders of the village what she had overheard while collecting firewood by the stream. Kōperu and his people developed a plan to invite the other iwi to their whare for a special entertainment show instead. The next day Kōperu and his people put the plan into operation and once their neighbours were gathered in the whare enjoying the entertainment, at a prearranged signal, Ngāti Hinerangi rose up and killed all of their neighbours at the gathering, throwing their bodies into the Waihou River.

The action of the young girl in saving Kōperu and his people is immortalised by the naming of the stream as Waiorongomai, which means *the conversation that was overheard by the stream*. A wāhi tapu is located nearby at the Pohomihi River just south of the Waiorongomai Stream.

4. DEEDS OF RECOGNITION

4.1 PART MAURIHORO SCENIC RESERVE

Part Maurihero Scenic Reserve (as shown on deed plan OTS-135-20)

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

1 INTRODUCTION

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

1.1.1 Ngāti Hinerangi (the settling group); and

1.1.2 the trustees of Te Puāwaitanga o Ngāti Hinerangi Iwi Trust (the governance entity).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association in relation to Part Maurihero Scenic Reserve (as shown on deed plan OTS-135-20) (the statutory area).

1.3 The statement of association is –

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the [**name**] Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to each of the following activities (the identified activities):

2.2.1 preparing a conservation management strategy or a conservation management plan under the Conservation Act 1987 or the Reserves Act 1977;

2.2.2 preparing a national park management plan under the National Parks Act 1980;

2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:

(a) to identify and protect wildlife or indigenous plants;

(b) to eradicate pests, weeds, or introduced species;

DOCUMENTS

4.1: PART MAURIHORO SCENIC RESERVE

- (c) to assess current and future visitor activities; and
 - (d) to identify the appropriate number and type of concessions;
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; and
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

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

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if –
- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and / or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and / or Crown official responsible for that activity.

DOCUMENTS

4.1: PART MAURIHORO SCENIC RESERVE

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Department of Conservation
Conservation House
Whare Kaupapa Atawhai
18 Manners Street
Wellington 6011
PO Box 10420
The Terrace
Wellington 6143

6 AMENDMENT

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

7 NO ASSIGNMENT

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

8 DEFINITIONS

- 8.1 In this deed –

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

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

deed of settlement means the deed of settlement dated 4 May 2019 between the settling group, the governance entity, and the Crown; and

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

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

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

Minister means the Minister of Conservation; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

settling group and **Ngāti Hinerangi** have the meaning given to them by the deed of settlement; and

DOCUMENTS

4.1: PART MAURIHORO SCENIC RESERVE

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

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

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

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

9 INTERPRETATION

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

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

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

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to –

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

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

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

DOCUMENTS

4.1: PART MAURIHORO SCENIC RESERVE

SIGNED as a deed on [*date*] _____

SIGNED for and on behalf of THE CROWN by –

The Minister of Conservation in the presence of –

WITNESS

Name:

Occupation:

Address:

The Director-General of Conservation in the presence of –

WITNESS

Name:

Occupation:

Address:



DOCUMENTS

4.1: PART MAURIHORO SCENIC RESERVE

SCHEDULE – STATEMENT OF ASSOCIATION

Part Maurihero Scenic Reserve (as shown on deed plan OTS-135-20)

The area applies to an area in the Kaimai Range known as Part Maurihero Block. At its northern end is Ngā Tamahine e Rua while at the southern end of the block is Stanley Stream and to the east is Maurihero and Pukupenga.

Part Maurihero comprises extensive areas of Ngāti Hinerangi pre-European sites from the Waihou River to the Kaimai maunga which contained numerous pā sites and terraces along with agricultural sites for civilisations and pits for storage of kūmara. The region was rich in high quality flax which was used for clothing and building material. It also had an abundance of food resources such as eels and fish as well as bird life.



4.2 WAIANUANU

Waiuananu (as shown on deed plan OTS-135-23)

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

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Ngāti Hinerangi (the settling group); and
 - 1.1.2 the trustees of Te Puāwaitanga o Ngāti Hinerangi Iwi Trust (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association in relation to Waiuananu (being part Kaimai Mamaku Conservation Park and part Gordon Park Scenic Reserve) (as shown on deed plan OTS-135-23) (the statutory area).
- 1.3 The statement of association is –
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the [**name**] Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 preparing a conservation management strategy or a conservation management plan under the Conservation Act 1987 or the Reserves Act 1977;
 - 2.2.2 preparing a national park management plan under the National Parks Act 1980;
 - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants;

DOCUMENTS
4.2: WAIANUANU

- (b) to eradicate pests, weeds, or introduced species;
 - (c) to assess current and future visitor activities; and
 - (d) to identify the appropriate number and type of concessions;
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; and
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

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

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if –
- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and / or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and / or Crown official responsible for that activity.

DOCUMENTS
4.2: WAIANUANU

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Department of Conservation
Whare Kaupapa Atawhai
18 Manners Street
Wellington 6011
PO Box 10420
The Terrace
Wellington 6143

6 AMENDMENT

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

7 NO ASSIGNMENT

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

8 DEFINITIONS

- 8.1 In this deed –

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

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

deed of settlement means the deed of settlement dated 4 May 2019 between the settling group, the governance entity, and the Crown; and

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

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

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

Minister means the Minister of Conservation; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

settling group and **Ngāti Hinerangi** have the meaning given to them by the deed of settlement; and

DOCUMENTS
4.2: WAIANUANU

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

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

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

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

9 INTERPRETATION

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

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

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

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to –

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

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

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

DOCUMENTS
4.2: WAIANUANU

SIGNED as a deed on [*date*] _____

SIGNED for and on behalf of **THE CROWN** by –

The Minister of Conservation in the presence of –

WITNESS

Name:

Occupation:

Address:

The Director-General of Conservation
in the presence of –

WITNESS

Name:

Occupation:

Address:

DOCUMENTS
4.2: WAIANUANU

SCHEDULE – STATEMENT OF ASSOCIATION

Waianuanu (as shown on deed plan OTS-135-23)

Waianuanu maunga is one of the sacred maunga of Ngāti Hinerangi within the Kaimai Range. Ngāti Hinerangi has maintained ahikāroa rights to Waianuanu maunga for more than 500 years. Waianuanu maunga is a wāhi tapu of Ngāti Hinerangi and comprises burial caves with the kōiwi remains of Ngāti Hinerangi tūpuna who lived in the nearby settlements in the Whakamārama block and other adjoining land blocks.

Waianuanu is one of the most eastern maunga of Ngāti Hinerangi. Closely connected with the Waianuanu maunga is the Ngāumuwahine River. It runs around the foot of the Waianuanu maunga and is a sacred awa to Ngāti Hinerangi. The Ngāumuwahine River runs to the south-east of the Ngāti Hinerangi traditional tribal rohe. Ngāti Hinerangi tracks ran through and around the surrounding forest at the base of the Waianuanu maunga providing access to the inland settlements as a half-way stop-over point for travellers crossing the Kaimai Range.

Waianuanu maunga is located on the northwest corner of the Mangatotara 1A land block which belongs to Ngāti Hinerangi. Today members of Ngāti Hinerangi are landowners on the land blocks immediately adjacent to Waianuanu. These include the Mangatotara 1A block on the south-east side of the Okauia No1 block. Ngāti Hinerangi customary lands and ancient interests are also recorded in the Whakamārama and Ōteora land blocks that surround Waianuanu maunga, its ngāhere and awa.

Waianuanu maunga is flanked by the Mangatōtara block, Te Irihanga (Te Mahau portion) and the Ōteora block to the south-east which was awarded to Ngāti Hinerangi tūpuna by the Tauranga Commissioners' investigations in 1881 into Reallocated Lands. Ngāti Hinerangi tribal members are owners in these land blocks today.

Ōkauia No1 block to the north-west of Waianuanu peak is linked to another sacred maunga of Ngāti Hinerangi called Te Weraiti which was awarded to Ngāti Hinerangi by the Native Land Court in 1879. Waianuanu and Te Weraiti maunga are linked together to the other sacred maunga within the traditional tribal rohe of Ngāti Hinerangi as a spiritual stairway to the Supreme Creator, Io Matuakore and the Gods who dwell in the Upper heavens and provide a sacred sanctuary that has ensured Ngāti Hinerangi's survival.

There are burial caves located on Ngāti Hinerangi's sacred maunga Te Weraiti which stands above the Ōkauia papakāinga where the four Ngāti Hinerangi marae are located. The four Ngāti Hinerangi marae, Te Ōhākī, Hinerangi Tāwhaki, Tangata, and Tamapango reside below these two sacred maunga. From this position, Ngāti Hinerangi have been the kaitiaki of Waianuanu and Te Weraiti maunga for more than 500 years.

5. PROTOCOLS

5.1 CROWN MINERALS PROTOCOL

DOCUMENTS

5.1: CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between the trustees of the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust ("**Ngāti Hinerangi**") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with Ngāti Hinerangi matters specified in the Protocol.
- 1.2 Both the Ministry and Ngāti Hinerangi are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the "**Act**") requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that Te Puāwaitanga o Ngāti Hinerangi Iwi Trust is the governance entity of Ngāti Hinerangi and represents Ngāti Hinerangi.
- 1.5 Ngāti Hinerangi are tangata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Ngāti Hinerangi and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 Ngāti Hinerangi will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

- 3.1 This Protocol applies to the area shown on the map in Appendix A and does not go beyond the sovereign territory of New Zealand.

DOCUMENTS

5.1: CROWN MINERALS PROTOCOL

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [] of [] (the "Settlement Legislation") that implements clause [] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

5 CONSULTATION

- 5.1 The Minister will ensure that Ngāti Hinerangi is consulted by the Ministry:

New minerals programmes

- (a) on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

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

Other petroleum permit applications

- (c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(b);

Amendments to petroleum permits

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

Permit block offers for Crown owned minerals other than petroleum

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



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5.1: CROWN MINERALS PROTOCOL

Other permit applications for Crown owned minerals other than petroleum

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(e) or where the application relates to newly available acreage;

Newly available acreage

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

Amendments to permits for Crown owned minerals other than petroleum

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

Gold fossicking areas

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

- 5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with Ngāti Hinerangi, and having regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.

6 IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with Ngāti Hinerangi in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Ngāti Hinerangi.

- 6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Ngāti Hinerangi in each case are:

- (a) ensuring that Ngāti Hinerangi is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
- (b) providing Ngāti Hinerangi with sufficient information to make informed decisions and submissions;
- (c) ensuring that sufficient time is given for the participation of Ngāti Hinerangi in the decision making process and to enable it to prepare its submissions; and



DOCUMENTS

5.1: CROWN MINERALS PROTOCOL

- (d) ensuring that the Ministry will approach the consultation with Ngāti Hinerangi with an open mind, and will genuinely consider the submissions of Ngāti Hinerangi.

7 DEFINITIONS

7.1 In this Protocol:

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

Chief Executive means the Chief Executive of the Ministry of Business, Innovation and Employment

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

Crown owned minerals means any mineral that is the property of the Crown

Deed of Settlement means the Deed of Settlement dated 4 May 2019 between the Crown and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust

Hapū has the meaning set out in clause 8.6.2 of the Deed of Settlement

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

Minister means the Minister of Energy and Resources

Ministry means the Ministry of Business, Innovation and Employment

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013

petroleum means—

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or
- (c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—



DOCUMENTS

5.1: CROWN MINERALS PROTOCOL

and, except in sections 10 and 11 of the Act, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes; and

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

ISSUED ON []

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

WITNESS

Name _____

Occupation _____

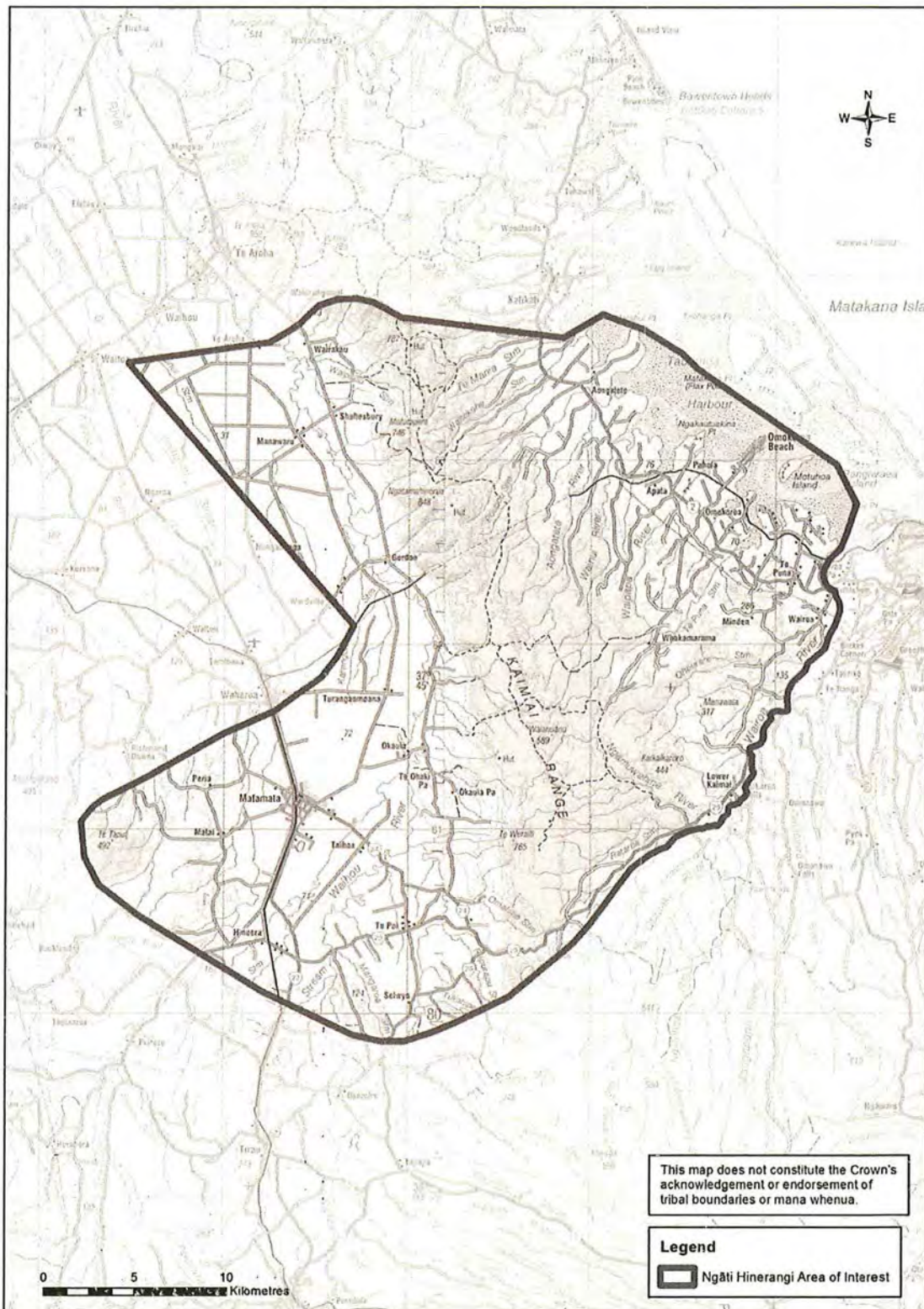
Address _____



DOCUMENTS

5.1: CROWN MINERALS PROTOCOL

ATTACHMENT A
PROTOCOL AREA MAP



DOCUMENTS

5.1: CROWN MINERALS 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 or Ngāti Hinerangi may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and Ngāti Hinerangi.

2. NOTING

- 2.1 A summary of the terms of this Protocol must be added:
 - 2.1.1 in a register of protocols maintained by the chief executive; and
 - 2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;but the addition:
 - 2.1.3 is for the purpose of public notice only; and
 - 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (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 (including the Crown Minerals Act 1991) and government policy, including:
 - (a) introducing legislation; or
 - (b) changing government policy; or
 - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section []); or
 - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Ngāti Hinerangi or a representative entity (section []); or

DOCUMENTS

5.1: CROWN MINERALS PROTOCOL

- 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section []); or
- 3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section []).]
- 3.2 In this summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.
- 4. **BREACH**
- 4.1 Subject to the Crown Proceedings Act 1950, Ngāti Hinerangi 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 []).

5.2 TAONGA TŪTURU PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST ON SPECIFIED ISSUES

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated 4 May 2019 between Te Puāwaitanga o Ngāti Hinerangi Iwi Trust 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 Hinerangi 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 Hinerangi – 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 Hinerangi who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 Manatū Taonga also known as the Ministry (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

DOCUMENTS

5.2: TAONGA TŪTURU PROTOCOL

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 xx of the [Ngāti Hinerangi Claims Settlement Bill] ("the Settlement Legislation") that implements the Ngāti Hinerangi 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, content and implications of this Protocol and of the obligations of the Chief Executive under it;



DOCUMENTS

5.2: TAONGA TŪTURU PROTOCOL

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

DOCUMENTS

5.2: TAONGA TŪTURU PROTOCOL

- 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 Hinerangi 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 Hinerangi 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 Hinerangi 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; and
- 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 Hinerangi 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 Hinerangi 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:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or

DOCUMENTS

5.2: TAONGA TŪTURU PROTOCOL

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 HINERANGI INTERESTS IN THE PROTOCOL AREA

7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Hinerangi 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 Hinerangi interests in the Protocol Area.

7.3 Notwithstanding clauses 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Hinerangi 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 Hinerangi interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.

DOCUMENTS

5.2: 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 Hinerangi; and

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

- (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 Hinerangi 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 clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

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:

DOCUMENTS

5.2: 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 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

DOCUMENTS

5.2: 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 means Te Puāwaitanga o Ngāti Hinerangi Iwi Trust

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

Ngāti Hinerangi has the meaning set out in clause xx 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



DOCUMENTS

5.2: TAONGA TŪTURU PROTOCOL

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 _____

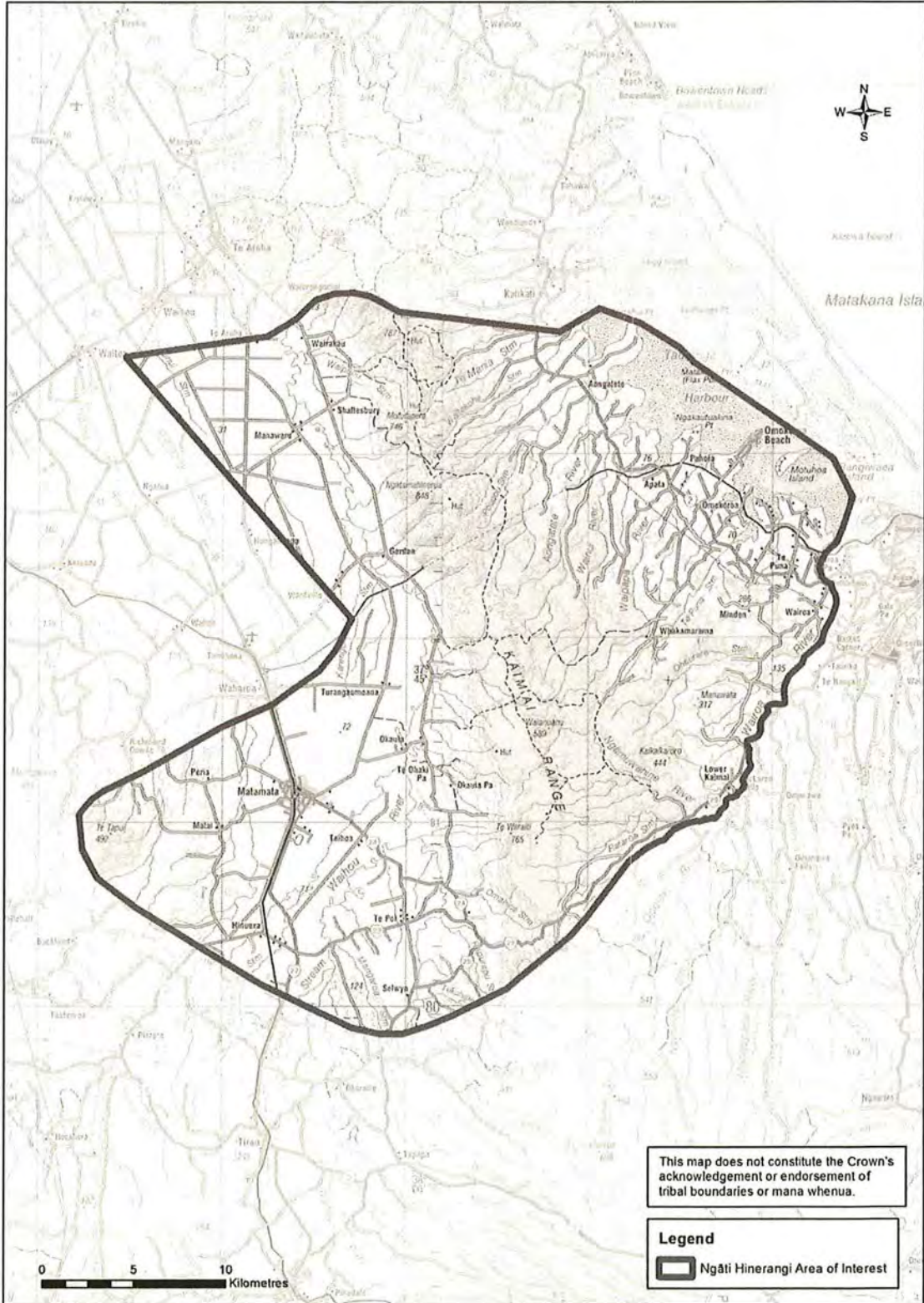


DOCUMENTS

5.2: TAONGA TŪTURU PROTOCOL

ATTACHMENT A

THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



DOCUMENTS

5.2: 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 []).

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, hapu, marae, whanau, or representative of tangata whenua (section []); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Hinerangi (section []); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu.

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 []).

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



DOCUMENTS

**6. RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF
CONSERVATION**

[Handwritten signature]

DOCUMENTS

6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

CONSERVATION RELATIONSHIP AGREEMENT

Agreed by

The Crown, through the Minister of Conservation and the
Director-General of Conservation

And

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust through the Ngāti Hinerangi
Deed of Settlement

1. PURPOSE & PRINCIPLES

- 1.1 This Conservation Relationship Agreement ("Agreement") sets out how the Department of Conservation (the "Department") and the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust (the "Governance Entity") will work together in fulfilling the agreed strategic objectives across the Ngāti Hinerangi Area of Interest.
- 1.2 This agreement is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Ngāti Hinerangi and the Department of Conservation.
- 1.3 The terms of the Ngāti Hinerangi Deed of Settlement apply to this Agreement and should be read as part of this Agreement.
- 1.4 This Agreement shall apply within the Ngāti Hinerangi Area of Interest.

2. ROLES AND RESPONSIBILITIES

Joint Objectives

- 2.1 The Governance Entity, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of the Ngāti Hinerangi Area of Interest for present and future generations, to the extent possible within their respective functions, powers and resources.
- 2.2 The Governance Entity and the Department are committed to establishing an effective conservation relationship to achieve the purpose and objectives of this Agreement.
- 2.3 The Governance Entity and the Department recognise and respect each other's autonomy, individual mandates, roles and responsibilities.

DOCUMENTS

6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

Ngāti Hinerangi

- 2.4 The tikanga and identity of Ngāti Hinerangi is intrinsically linked with the natural resources of the Ngāti Hinerangi rohe and gives rise to ongoing responsibilities for Ngāti Hinerangi to protect and ensure the wellbeing of these taonga.
- 2.5 Ngāti Hinerangi have always viewed themselves as kaitiaki of the lands, waterways, flora and fauna within their rohe. In entering into this relationship agreement with the Department, Ngāti Hinerangi seek to rebuild and maintain their kaitiaki role, based on Te Tiriti o Waitangi / the Treaty of Waitangi and its principles, and to ensure that conservation lands administered by the Department are managed in a manner consistent with Ngāti Hinerangi tikanga and kawa.

Department of Conservation

- 2.6 The Department administers 24 Acts and has functions under a number of other Acts. The Department's functions include managing "for conservation purposes, all land, and all other natural and historic resources" under the Conservation Legislation. Section 4 of this Act requires that this must be interpreted and administered so as to give effect to the principles of the Te Tiriti o Waitangi / the Treaty of Waitangi, to the extent that those principles are consistent with the conservation legislation.

3. COMMUNICATION

- 3.1 The Parties will maintain effective and efficient communication with each other on an ongoing basis by:
- (a) maintaining a record of each other's office holders, and their contact details;
 - (b) advising each other of their principal contacts and their contact details;
 - (c) promptly informing each other of any changes to the contact information;
 - (d) meeting on issues of shared interest that relate to the Ngāti Hinerangi Area of Interest:
 - (i) in accordance with the commitments in this Agreement; and
 - (ii) as agreed by the Governance Entity and the Department; and
 - (e) advising each other of any matters of significance to Ngāti Hinerangi that relate to the Ngāti Hinerangi Area of Interest.

4. STRATEGIC COLLABORATION

- 4.1 As soon as is practicable after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their relationship.

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- 4.2 Thereafter, the Governance Entity will meet with senior staff of the Department within the Ngāti Hinerangi Area of Interest at least once a year. At these meetings, the parties will determine whether meetings involving senior managers of the Department and the Governance Entity are required on particular issues.
- 4.3 The Governance Entity may advise the Department that meetings with specific hapū are required on particular issues.
- 4.4 The Governance Entity and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine the Governance Entity's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with the District Managers. The relevant District Managers and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to:
- (a) discuss priorities and commitments for the new financial year;
 - (b) discuss timeframes for the development of annual work programmes; and
 - (c) identify potential specific projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship.
- 4.5 If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.
- 4.6 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
- (a) any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Ngāti Hinerangi Area of Interest;
 - (b) potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party); and
 - (c) potential opportunities for applying for funding for conservation purposes from Vote: Conservation, e.g. Ngā Whenua Rāhui (either jointly or individually with the support of the other party).
- 4.7 Each year, the parties will provide a letter or similar form of written advice to the other that describes the work that party has carried out in that financial year to achieve the strategic objectives for the relationship.

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Planning documents

- 4.8 The Department and the Governance Entity will meet to identify and seek to address issues affecting Ngāti Hinerangi at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Ngāti Hinerangi Area of Interest.

5. FRESHWATER FISHERIES

- 5.1 Ngāti Hinerangi and the Department share aspirations for conservation of freshwater fisheries within the Ngāti Hinerangi Area of Interest.
- 5.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait Regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 5.3 The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing freshwater aims in the strategic objectives for the relationship will ensure that actions towards these are integrated into the annual business planning processes. These actions may include:
- (a) areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and
 - (b) the development or implementation of research and monitoring programmes.

6. MARINE MAMMALS

- 6.1 The Department administers the Marine Mammals Protection Act 1978. The Act provides for the protection, conservation and management of marine mammals in New Zealand and New Zealand Fisheries Waters, including the treatment or disposal of sick or dead marine mammals.
- 6.2 Ngāti Hinerangi has ancestral kaitiaki responsibilities in relation to the preservation and protection of marine mammals within the Ngāti Hinerangi Area of Interest.
- 6.3 The Department also has responsibilities for the health and safety of its staff and any volunteers under its control, and the public in the interaction with and handling of these mammals.

Marine Mammal Strandings

- 6.4 In order to address a marine mammal stranding in the Ngāti Hinerangi Area of Interest, the Department and the Governance Entity will operate the following procedures:

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- (a) Contact persons - notify each other of authorised key contact person(s) who will be available at short notice in the event of a marine mammal stranding. The Governance Entity will authorise their contact person(s) to make decisions on whether the Governance Entity is to be involved;
- (b) Notification in event of stranding – promptly notify each other, through the key contact person(s), of all stranding events that come to their notice;
- (c) Decision to euthanise – circumstances during a stranding may require marine mammals to be euthanised. This decision is the responsibility of a person authorised by the Minister of Conservation and will be made in the best interests of the animal(s) and public safety. The Department will make reasonable efforts to inform the key contact person(s) before a decision to euthanise is made.

Dead Marine Mammals

- 6.5 Dead marine mammals shall be disposed of in accordance with the advice of an officer or person authorised by the Minister, which advice shall be given, where practicable, after consultation with the occupier of the place where the marine mammal is found.
- 6.6 The Department agrees to notify the Governance Entity of any dead marine mammals within the Ngāti Hinerangi Area of Interest.

7. STATUTORY AUTHORISATIONS

- 7.1 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the Ngāti Hinerangi Area of Interest.
- 7.2 As part of these strategic objectives, the Governance Entity and the Department will identify categories of statutory authorisations that may impact on the cultural, traditional and / or historic values of Ngāti Hinerangi. These categories will be reviewed on a continuing basis. In the identified categories the Department will:
 - (a) advise and encourage all prospective applicants within the Ngāti Hinerangi Area of Interest to consult the Governance Entity before filing their application;
 - (b) consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the Ngāti Hinerangi Area of Interest.
- 7.3 As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity (as part of the meetings referred to in paragraph 4.2) of the timeframes for providing advice on impacts on the cultural, spiritual and historic values of Ngāti Hinerangi.
- 7.4 Before issuing statutory authorisations to carry out activities on land managed by the Department within the Ngāti Hinerangi Area of Interest, the Department will advise and

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encourage communication between the applicant for the statutory authorisation and the Governance Entity.

- 7.5 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
- (a) require the third parties to manage the land according to the standards of conservation best practice;
 - (b) advise and encourage third parties to consult with the Governance Entity before using cultural information of Ngāti Hinerangi.
- 7.6 It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for the Governance Entity to obtain statutory authorisations on public conservation land within the Ngāti Hinerangi Area of Interest.

8. STATUTORY LAND MANAGEMENT

- 8.1 The strategic objectives for the relationship will guide the parties' engagement on statutory land management activities within the Ngāti Hinerangi Area of Interest. Ngāti Hinerangi have an ongoing interest in the range of statutory land management activities that are occurring within the Ngāti Hinerangi Area of Interest.
- 8.2 The Department and the Governance Entity will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and sites of significance of Ngāti Hinerangi, and will identify when consultation is appropriate. This includes when the Minister is considering:
- (a) vestings or management appointments for reserves held under the Reserves Act 1977;
 - (b) other management arrangements with third parties;
 - (c) changing reserve classifications; or
 - (d) land disposal.
- 8.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Ngāti Hinerangi site of significance, the Department will discuss with the Governance Entity whether it wishes to be given such a vesting or appointment subject to agreed conditions (if any).
- 8.4 In addition, from time to time the Department and the Governance Entity will discuss any desire of Ngāti Hinerangi to be granted a vesting of, or an appointment to control and manage, a reserve under the Reserves Act for an area of significance.

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9. CULTURAL MATERIALS

- 9.1 The Department and the Governance Entity will develop and agree a Cultural Materials Plan in accordance with the Department's guiding document Ngā Aitanga a Nuku which will provide for the Governance Entity to enable members of Ngāti Hinerangi to take and use plants and plant materials in accordance with this Cultural Materials Plan.

10. SITES OF SIGNIFICANCE

- 10.1 Both parties recognise that there are wāhi tapu and sites of significance to Ngāti Hinerangi on lands managed under Conservation Legislation.
- 10.2 The Department will work with the Governance Entity to respect Ngāti Hinerangi values, tikanga and kaitiakitanga attached to wāhi tapu and other places of significance that have been identified in accordance with clause 10.3 on lands administered by the Department within the Ngāti Hinerangi Area of Interest by:
- (a) discussing with the Governance Entity practical ways in which Ngāti Hinerangi can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Ngāti Hinerangi Area of Interest;
 - (b) managing, in co-operation with the Governance Entity, sites of historic significance to Ngāti Hinerangi according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983;
 - (c) informing the Governance Entity if kōiwi or taonga tuturū are found within the Ngāti Hinerangi Area of Interest; and
 - (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Hinerangi and seeking to ensure they are not desecrated or damaged.
- 10.3 The parties will develop a process for advising one another of sites of significance and wāhi tapu. Information relating to sites of significance to Ngāti Hinerangi will be treated in confidence by the Department, to preserve the wāhi tapu nature of places, unless otherwise agreed by the Governance Entity but subject to the Official Information Act 1981 and other relevant Acts.
- 10.4 The parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are identified under 10.3 above in the Ngāti Hinerangi Area of Interest.



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11. SPECIES AND HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES AND PEST CONTROL)

- 11.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Ngāti Hinerangi Area of Interest. These aspirations will be reflected in the strategic objectives for the relationship.
- 11.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 11.3 In recognition of the cultural, historic and traditional association of Ngāti Hinerangi with indigenous flora and fauna within the Ngāti Hinerangi Area of Interest for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Ngāti Hinerangi to participate in these programmes.
- 11.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 11.5 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Ngāti Hinerangi Area of Interest, including:
- (a) monitoring and assessment of programmes;
 - (b) early consultation with the Governance Entity on pest control activities particularly the use of pesticides within the Ngāti Hinerangi Area of Interest; and
 - (c) co-ordination of pest control where the Governance Entity is the adjoining landowner, taking account of the relative limited ability of Governance Entity to contribute to such pest control.
- 11.6 Through the annual business planning process, the parties will create actions to progress these strategic objectives.

12. VISITOR AND PUBLIC INFORMATION

- 12.1 Ngāti Hinerangi and the Department wish to share knowledge about natural and historic heritage within the Ngāti Hinerangi Area of Interest with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 12.2 The ancestral trails across the Kaimai Range, Te Ara Maurihoro (also known as Thompson's Track) and Te Tuhi Track are important places to Ngāti Hinerangi.

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Accessing and using these trails enables Ngāti Hinerangi whanau and hapū to experience their historical and cultural relationships. Receiving historic reserves as cultural redress at each end of these ancestral trails provides for a cultural connection for Ngāti Hinerangi to these important areas. Ngāti Hinerangi want to work with the Department and its agents, to ensure that the information, signage and public access to these trails is appropriately identified, supported and managed into the future. Te Tuhi Track East has been identified by Ngāti Hinerangi as a particular focus for this in the first instance. In the event that Ngāti Hinerangi share ownership and administration of their historic reserves at the eastern end of these ancestral trails the Department will also need to work with the new joint administering bodies.

12.3 The parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of Ngāti Hinerangi with the land, waters and indigenous flora and fauna within the Ngāti Hinerangi Area of Interest, and the responsibility of Ngāti Hinerangi as kaitiaki under tikanga Māori to preserve, protect, and manage the natural and historic resources within that area.

12.4 The parties will do this by:

- (a) raising public awareness of positive conservation relationships developed between the parties;
- (b) engaging with each other in the development of visitor and public information published by either party that relates to Ngāti Hinerangi values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngāti Hinerangi sites of significance and aspirations to the land;
- (c) the Department obtaining from the Governance Entity an assurance that information relating to Ngāti Hinerangi to be contained in a publication of the Department is accurate and appropriate;
- (d) the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Ngāti Hinerangi values but subject to the Official Information Act 1981 and other relevant Acts; and
- (e) the Department consulting the Governance Entity before using use of information about Ngāti Hinerangi values for new interpretation panels, signs and other visitor publications.

13. CONSERVATION ADVOCACY

13.1 From time to time, the Governance Entity and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act. Areas of common concern include:

- (a) protection of coastal and marine areas;

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- (b) protection and maintenance of wetland areas and reserves;
- (c) management of rivers, streams and waterways; and
- (d) the effects of activities on biodiversity.

13.2 From time to time the parties will seek to identify further issues of likely mutual interest and / or concern for discussion. It is recognised that the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

14. CROSS-ORGANISATIONAL OPPORTUNITIES

14.1 As part of the annual business planning process, the parties will discuss:

- (a) opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist the Governance Entity to exercise their role under the Deed and as kaitiaki);
- (b) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Ngāti Hinerangi Area of Interest. Options may include wānanga, education, training, development, and secondments;
- (c) opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Ngāti Hinerangi Area of Interest. The Governance Entity may propose candidates for these roles or opportunities; and
- (d) staff changes and key contacts in each organisation.

14.2 Where appropriate, the Department will consider using the Governance Entity individuals or entities as providers of professional services (such as oral history and interpretation projects). Normal conflict of interest processes will be implemented to avoid a perceived or actual conflict of interest.

15. DISPUTE RESOLUTION

15.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe to endeavour to find a resolution to the matter.

15.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Director of Partnerships and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

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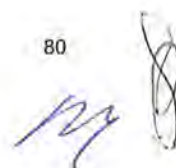
- 15.3 If following the process in clause 15.2 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.
- 15.4 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

16. REVIEW AND AMENDMENT

- 16.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Agreement will take place no later than three years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

17. TERMS OF AGREEMENT

- 17.1 This Agreement is entered into pursuant to sections [x] of the [x] Act (the Settlement Legislation) and clauses 5.16 to 5.19 of the Deed of Settlement. The Agreement does not override or limit:
- (a) legislative rights, powers or obligations;
 - (b) the functions, duties, and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
 - (c) the ability of the Crown to introduce legislation and change government policy.
- 17.2 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to
- (a) land or any other resource held, managed or administered under the Conservation Legislation;
 - (b) flora or fauna managed or administered under Conservation Legislation; or
 - (c) rights relating to the common marine and coastal areas defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 17.3 A breach of this Agreement is not a breach of the Deed of Settlement.
- 17.4 If the Crown breaches this Agreement without good cause, the Governance Entity may:
- (a) seek a public law remedy, including judicial review; or



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- (b) subject to the Crown Proceedings Act 1950, seek to enforce the Relationship Agreement but damages or compensation (with the exception of court costs) may not be awarded.

17.5 Clause 17.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.

18. CONSULTATION

18.1 Where consultation is required under this agreement, the Department will:

- (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
- (b) provide the Governance Entity with sufficient information and time to make informed comments and / or submissions in relation to any of the matters that are subject of the consultation;
- (c) approach the consultation with an open mind and genuinely consider any views and / or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation;
- (d) report back to the Governance Entity on any decision that is made.

19. DEFINITIONS

19.1 In this document:

Conservation Legislation means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

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

Cultural materials means plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within the Ngāti Hinerangi Area of Interest and which are important to Ngāti Hinerangi in maintaining and expressing their cultural values and practices;

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Governance Entity means the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, the Ngāti Hinerangi Post-Settlement Governance Entity;

Kaitiaki means guardian in accordance with tikanga Māori;

Ngāti Hinerangi has the meaning set out in the Deed of Settlement;

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Ngāti Hinerangi Area of Interest is as defined in the Deed of Settlement / described in Schedule 1;

Statutory Authorisation means an authorisation granted under the Conservation Legislation including a Concession granted under Part 3B of the Conservation Act 1987;

Statutory Planning Document includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Act 1987;

Tikanga Māori refers to Māori traditional customs.

AGREED on []

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

WITNESS:

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE GOVERNANCE ENTITY** by the Chair:

WITNESS:

Name:

Occupation:

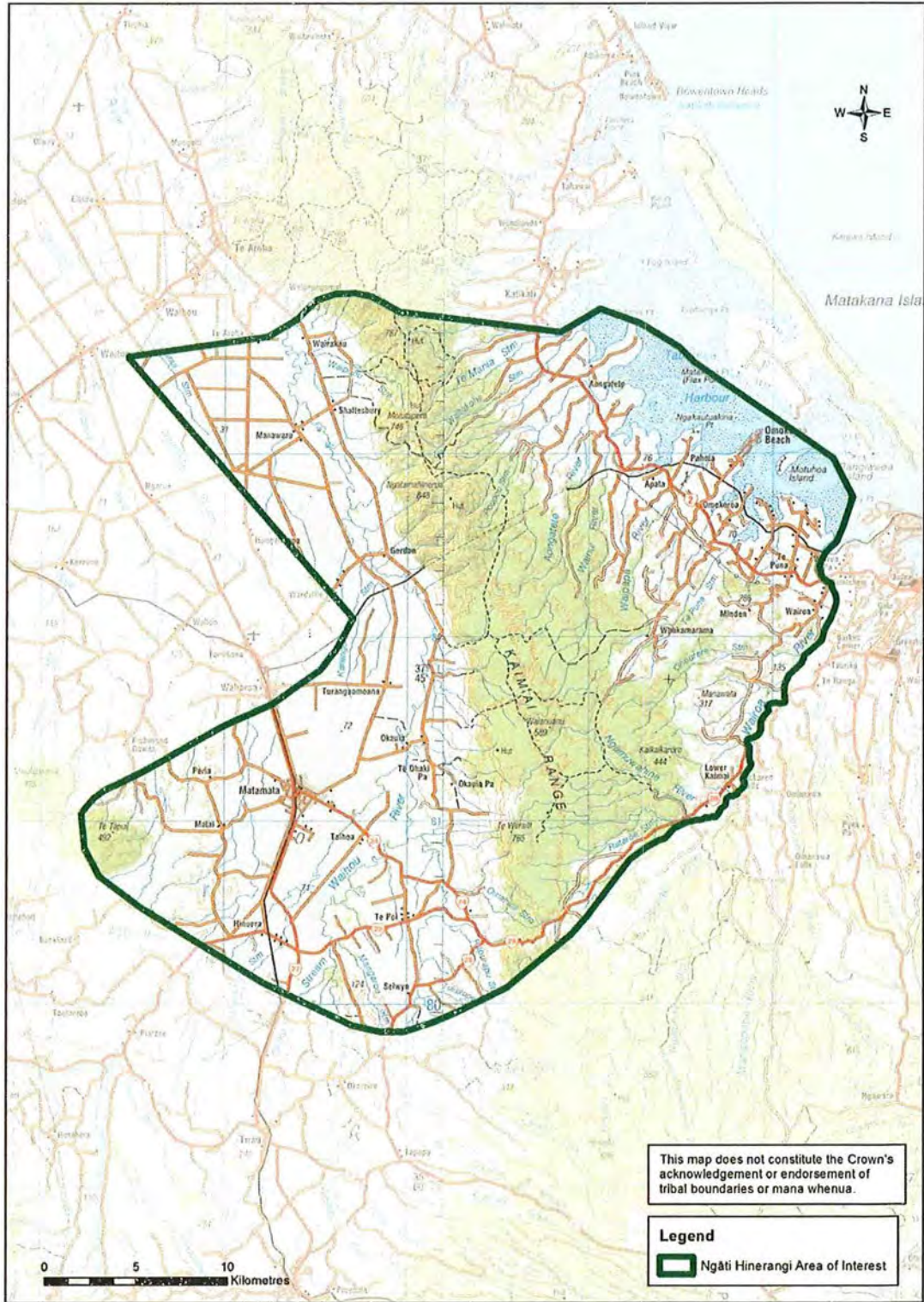
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SCHEDULE 1
THE NGĀTI HINERANGI AREA OF INTEREST



7. RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

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7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

NGĀTI HINERANGI – MINISTRY FOR THE ENVIRONMENT

RELATIONSHIP AGREEMENT

PURPOSE

This agreement (the **Relationship Agreement**) formalises the relationship between the Ministry for the Environment (the **Ministry**) and the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust (the **Governance Entity**) and establishes a framework to enable the parties to maintain a positive and enduring working relationship.

1. NGĀTI HINERANGI VALUES

1.1 The following protection principles will guide the Ministry to avoid harm to, or the diminishment of Ngāti Hinerangi values related to the area of interest:

- 1.1.1 protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment;
- 1.1.2 recognition of Ngāti Hinerangi mana, kaitiakitanga, tikanga / kawa over and within the area;
- 1.1.3 respect for Ngāti Hinerangi tikanga and kaitiakitanga in the area;
- 1.1.4 encouragement of recognition and respect for the association of Ngāti Hinerangi within the area;
- 1.1.5 accurate portrayal of the association and kaitiakitanga relationship of Ngāti Hinerangi with the area;
- 1.1.6 respect for and recognition of the relationship of Ngāti Hinerangi with the wāhi tapu and significant places; and
- 1.1.7 recognition of the interest of Ngāti Hinerangi in actively protecting indigenous species within the area.

2. RELATIONSHIP PRINCIPLES

2.1 In implementing the Relationship Agreement, the Secretary for the Environment (the **Secretary**) and the Governance Entity agree to act consistently with the following relationship principles:

- 2.1.1 work consistently with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
- 2.1.2 operate a 'no surprises' approach;
- 2.1.3 work in a spirit of co-operation;



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- 2.1.4 acknowledge that the relationship is evolving, not prescribed;
- 2.1.5 respect the independence of the parties and their individual mandates, roles and responsibilities; and
- 2.1.6 recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.

3. SCOPE

- 3.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Secretary for the Environment that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the Ngāti Hinerangi Area of Interest as defined in the Ngāti Hinerangi Deed of Settlement.
- 3.2 The Relationship Agreement does not extend to the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.

4. COMMUNICATION

- 4.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:
 - 4.1.1 relationship meetings held in accordance with clause 5;
 - 4.1.2 maintaining information on the Governance Entity's office holders, their addresses and contact details;
 - 4.1.3 providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
 - 4.1.4 providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
 - 4.1.5 informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it.

5. RELATIONSHIP MEETINGS

- 5.1 The parties agree that senior representatives of the Governance Entity and the Ministry will participate in an annual relationship meeting.
- 5.2 Before each meeting under clause 5.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting.
- 5.3 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:

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- 5.3.1 any legislative or policy developments of interest to Ngāti Hinerangi, including but not limited to reform of the Resource Management Act 1991 ("RMA"), freshwater issues, geothermal management, renewable energy, climate change, the Emissions Trading Scheme, and development of new resource management tools (in particular, national policy statements and national environmental standards);
 - 5.3.2 a discussion on the management of the waterways within the Ngāti Hinerangi Area of Interest, including Ngāti Hinerangi exercise of kaitiakitanga and their participation in resource and freshwater management planning processes;
 - 5.3.3 local authority performance in the Ngāti Hinerangi Area of Interest in implementing Te Tiriti o Waitangi / the Treaty of Waitangi provisions in the RMA consistent with clause 6 below; and
 - 5.3.4 any other matters of mutual interest.
- 5.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 5.5 The first relationship meeting will take place within 3 months of a written request by the Governance Entity.
- 5.6 Other meetings may be held from time to time between Ministry staff and the Governance Entity as agreed.

6. IWI MANAGEMENT PLAN

- 6.1 Should Ngāti Hinerangi wish to develop an iwi management plan in relation to the rohe of Ngāti Hinerangi, the Ministry will support its development through providing advice, information and review upon request.
- 6.2 Support provided by the Ministry will be technical in nature, and does not include financial support.

7. LOCAL GOVERNMENT PERFORMANCE

- 7.1 The Minister for the Environment (the "**Minister**") has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).
- 7.2 The way in which these functions and powers are exercised varies from time to time. At the date of execution of the Relationship Agreement, the Ministry, on behalf of the Minister, surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.

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- 7.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 7.4 Before each relationship meeting held under clause 5, the Ministry will provide the Governance Entity with:
- 7.4.1 the most recent published information from any such survey; and
 - 7.4.2 details of any current or completed state of the environment monitoring; as it relates to the Ngāti Hinerangi Area of Interest and, subject to any constraints on information sharing, including under the Official Information Act 1982 ("OIA") and Privacy Act 1993.

8. DISPUTE RESOLUTION PROCESS

- 8.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at the primary contact level within a reasonable timeframe to endeavour to find a resolution to the matter.
- 8.2 If this process is not successful, the matter may be escalated to a meeting between the Ministry for the Environment's Tumuaki and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

9. OFFICIAL INFORMATION

- 9.1 The Ministry is subject to the requirements of the OIA.
- 9.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 9.3 The Minister will notify Ngāti Hinerangi and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Ngāti Hinerangi wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

10. AMENDMENT

- 10.1 The parties agree in writing to vary or terminate the provisions of this Relationship Agreement.

**8. MINISTRY FOR PRIMARY INDUSTRIES
LETTER OF RECOGNITION**



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8: MINISTRY FOR PRIMARY INDUSTRIES LETTER OF RECOGNITION

[Date]

[Name]

Chair

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust

PO Box 20

MATAMATA 3400

Tēnā koe [Name of Chair]

NGĀTI HINERANGI LETTER OF RECOGNITION

Please accept my congratulations on the passing of the Ngāti Hinerangi Claims Settlement Act 20xx. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown and Ngāti Hinerangi, the Ministry for Primary Industries (the Ministry) now extends to you this Letter of Recognition.

First, this letter sets out how the Ministry and Ngāti Hinerangi will work constructively together, in partnership, to fully implement the Crown's customary fisheries obligations. These obligations arise from the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and the Fisheries Act 1996 (the Fisheries Act) and the Deed of Settlement signed between the Crown and Ngāti Hinerangi on [date].

Second, this letter sets out how Ngāti Hinerangi will be consulted on policy development and work that is led by the Ministry where these activities directly affect Ngāti Hinerangi's Area of Interest.

Tangata whenua input and participation

The Fisheries Act provides for the input and participation of tangata whenua in certain sustainability matters and decisions that concern fish stocks, and the effects of fishing on the aquatic environment. The Fisheries Act also provides that the responsible Minister, the Minister for Primary Industries, must have particular regard to kaitiakitanga when making decisions on those matters.

Recognition of Ngāti Hinerangi as tangata whenua

The Ministry recognises Ngāti Hinerangi as tangata whenua, being iwi or hapū, within their Area of Interest. The Ministry acknowledges that Ngāti Hinerangi has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act, within their Area of Interest.

8: MINISTRY FOR PRIMARY INDUSTRIES LETTER OF RECOGNITION

The Ministry also acknowledges that Ngāti Hinerangi have a customary non-commercial interest in all species of fish, aquatic life and seaweed, administered under the Fisheries Act, within their Area of Interest.

National Fisheries Plans

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry has developed the Forum Fisheries Plans (FFP) strategy.

A central element of this strategy is the establishment of integrated Fisheries Management Area forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

Ngāti Hinerangi involvement in Iwi Fisheries Plans and National Fisheries Plans

The Ministry will ensure that the Ngāti Hinerangi Post-Settlement Governance Entity – Te Puāwaitanga o Ngāti Hinerangi Iwi Trust (the Trust) has an opportunity to contribute to the development of an Iwi Fisheries Plan and FFP. The Ministry, within the resources available, may assist the Trust in developing these plans. This will ensure that the Trust's fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry will ensure that the Trust has an opportunity to participate in, and contribute to, any future engagement process which may be developed at a regional level or national level. The Ministry will provide for processes that allow for the input and participation of tangata whenua, within the Ngāti Hinerangi Area of Interest.

Support for implementation of non-commercial customary fisheries regulations

The Ministry, within the resources available, will also provide the Trust with information to enable the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their Area of Interest. The Ministry can discuss with the Trust the process for implementing the Fisheries (Kaimoana Customary Fishing) Regulations.

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Hinerangi and may be put in place, within the Area of Interest, by the Trust.

The Ministry and Ngāti Hinerangi acknowledge that a traditional rāhui placed by the Trust over their customary fisheries has no force in law, cannot be enforced by the Ministry and that adherence to any rāhui is a matter of voluntary choice. Ngāti Hinerangi undertakes to inform the Ministry of the placing and the lifting of a rāhui by the Trust over their customary fisheries, and also the reasons for the rāhui.

DOCUMENTS

8: MINISTRY FOR PRIMARY INDUSTRIES LETTER OF RECOGNITION

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes 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 the Trust over their customary fisheries.

Primary industries portfolio advice

Protecting and helping the primary sectors grow is a key role for the Ministry. Where the Area of Interest is directly affected by the development of policies and operational processes that are led by the Ministry in the area of fisheries and aquaculture; agriculture and forestry; and biosecurity, the Ministry will consult with the Trust as representatives of the Ngāti Hinerangi.

The Ministry looks forward to working with Ngāti Hinerangi to provide for the sustainable utilisation of fisheries resources and working with Ngāti Hinerangi on the development of policy and operational matters that the Ministry leads that may directly impact upon them in their rohe.

Yours sincerely

Ray Smith
Director-General



DOCUMENTS

9. LETTERS OF INTRODUCTION

AS 8

9.1 LETTER OF INTRODUCTION – CROWN AND NON-CROWN ORGANISATIONS

DOCUMENTS

9.1: LETTER OF INTRODUCTION – CROWN AND NON-CROWN ORGANISATIONS

Name
Title (if any)
Organisation (if any)
Postal Address
Suburb (if any)
CITY include postcode

By email: (if any)

Tēnā koe / Tēnā kōrua / Tēnā koutou

Ngāti Hinerangi – Letter of Introduction

On 4 May 2019 the Crown signed a deed of settlement with Ngāti Hinerangi for the settlement of their historical Treaty of Waitangi claims. The deed of settlement can be viewed on Te Kāhui Whakatau *Treaty Settlements* website at/ <https://www.govt.nz/organisations/Te-Kāhui-Whakatau>.

The Ngāti Hinerangi settlement, as set out in the deed of settlement, comprises historical, financial, commercial and cultural redress to remedy grievances which Ngāti Hinerangi have suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles.

In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Hinerangi and **[agency name]**. Accordingly, I am writing to introduce you to the Ngāti Hinerangi post-settlement governance entity, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, to encourage **[agency name]** to contact them to foster a co-operative relationship and discuss matters of common interest.

Ngāti Hinerangi trace their descent from the tupuna (ancestor) Kōperu. Ngāti Hinerangi marae include, Te Ōhākī, Hinerangi Tāwhaki, Tangata, and Tamapango, which are located at Ōkauia on the outskirts of Matamata. The rohe (area of interest) of Ngāti Hinerangi extends from Matamata to the Tauranga Moana area, as shown in the attached map.

Commercial redress for Ngāti Hinerangi includes the opportunity to purchase various commercial properties including the Crown's interest in a portion of the Waihou Crown Forest Licensed land, Manawaru School and the Matamata Police Station. Ngāti Hinerangi will also have a right of first refusal over Crown properties within their rohe.

Cultural redress includes redress instruments over significant sites and areas to Ngāti Hinerangi including their principal maunga, Te Weraiti, their ancestral river, the Waihou, as well as sites in the Kaimai Range.

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust wishes to establish a good working relationship with **[agency name]**. I hope this letter of introduction will provide a strong basis from which **[agency name]** and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust can form an effective and durable relationship.



DOCUMENTS

9.1: LETTER OF INTRODUCTION – CROWN AND NON-CROWN ORGANISATIONS

The contact details for Te Puāwaitanga o Ngāti Hinerangi Iwi Trust are:

Phil Smith
Chair
Te Puāwaitanga o Ngāti Hinerangi Iwi Trust
PO Box 20
MATAMATA 3400
Email: info.ngatihinerangiwi@gmail.com

If you have any questions please feel free to contact **[name]** at Te Arawhiti on **[phone number]** or by email at **[email address]**.

Nāku noa, nā

[name]

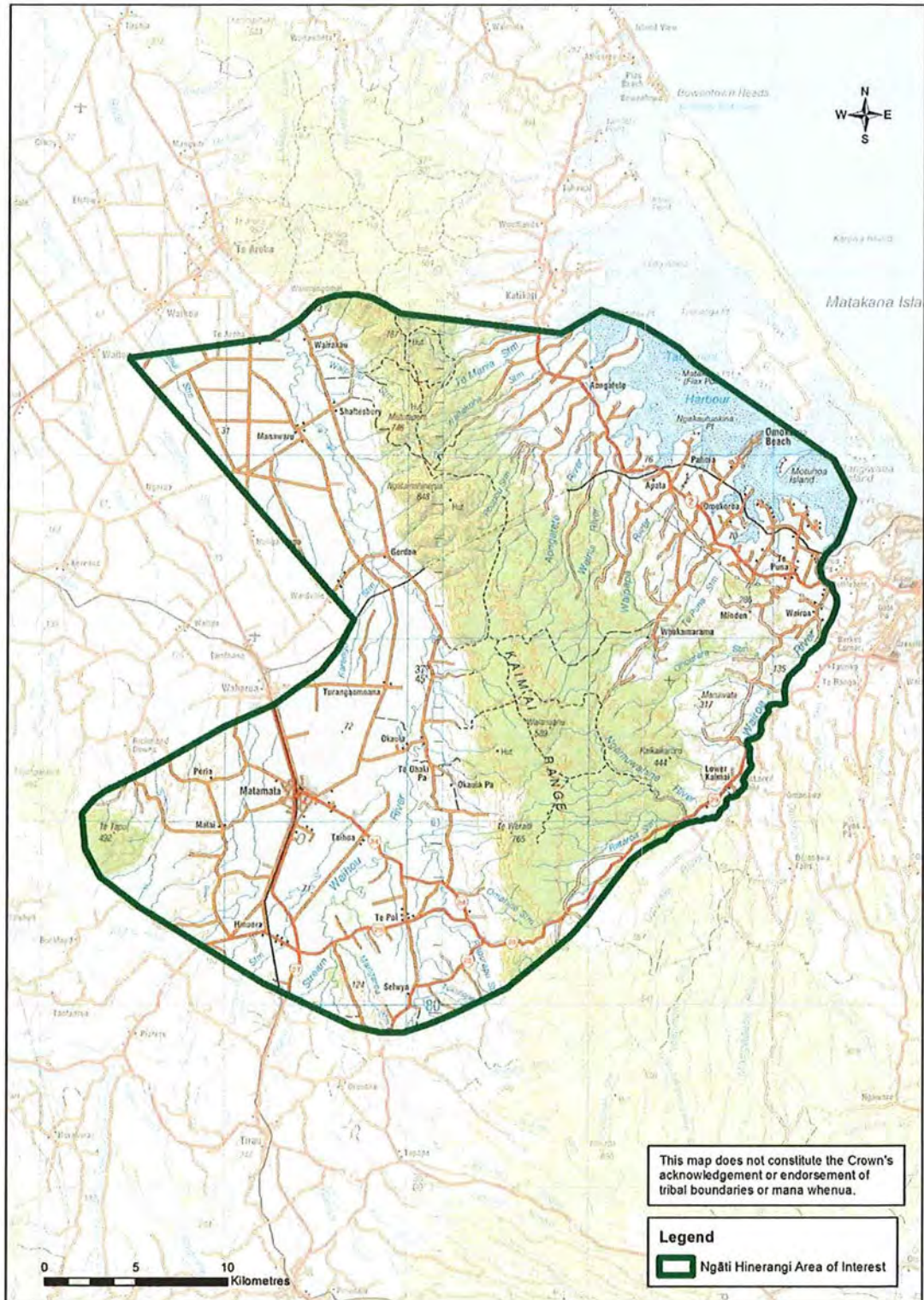
Tumu Whakarae - Chief Executive, The Office for Māori Crown Relations - Te Arawhiti

cc: First copy-to name *(include postal address or email except for other Ministers)*
Second copy-to name *(include postal address or email except for other Ministers)*

DOCUMENTS

9.1: LETTER OF INTRODUCTION – CROWN AND NON-CROWN ORGANISATIONS

Ngāti Hinerangi area of interest



**9.2 LETTER OF INTRODUCTION – DEPARTMENT OF
INTERNAL AFFAIRS**



[Date]

[name]

Chief Executive
Department of Internal Affairs
Te Tari Taiwhenua
PO Box 805
WELLINGTON 6140

Tēnā koe

Ngāti Hinerangi: Letter of Introduction

On 4 May 2019 the Crown signed a deed of settlement with Ngāti Hinerangi to settle their historical Treaty of Waitangi claims. The deed of settlement can be viewed on Te Kāhui Whakatau *Treaty Settlements* website at <https://www.govt.nz/organisations/Te-Kāhui-Whakatau/>.

The Ngāti Hinerangi settlement, as set out in the deed of settlement, comprises historical, financial, commercial and cultural redress to remedy grievances which Ngāti Hinerangi have suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles.

In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Hinerangi and the Department of Internal Affairs. Accordingly, I am writing to introduce you to the Ngāti Hinerangi post-settlement governance entity, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, to encourage the Department of Internal Affairs to contact them to foster a co-operative relationship and discuss matters of common interest.

Ngāti Hinerangi trace their descent from the tupuna (ancestor) Kōperu. Ngāti Hinerangi marae include Te Ōhākī, Hinerangi Tāwhaki, Tangata, and Tamapango, which are located at Ōkauia on the outskirts of Matamata. The rohe (area of interest) of Ngāti Hinerangi extends from Matamata to the Tauranga Moana area, as shown in the attached map.

Commercial redress for Ngāti Hinerangi includes the opportunity to purchase various commercial properties, such as the Crown's interest in a portion of the Waihou Crown Forest Licensed land, Manawaru School and the Matamata Police Station. Ngāti Hinerangi will also have a right of first refusal over Crown properties within their rohe.

Cultural redress includes redress instruments over significant sites and areas to Ngāti Hinerangi including their principal maunga, Te Weraiti, their ancestral river, the Waihou, as well as sites in the Kaimai Range.

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust wishes to establish a good working relationship with the Department of Internal Affairs, particularly Archives New Zealand, in developing an

DOCUMENTS

9.2: LETTER OF INTRODUCTION – DEPARTMENT OF INTERNAL AFFAIRS

understanding of the resources it holds, and how this can benefit Ngāti Hinerangi. I hope this letter of introduction will provide a strong basis from which the Department of Internal Affairs and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust can form an effective and durable relationship.

The contact details for Te Puāwaitanga o Ngāti Hinerangi Iwi Trust are:

Phil Smith
Chair
Te Puāwaitanga o Ngāti Hinerangi Iwi Trust
PO Box 20
MATAMATA 3400
Email: info.ngatihinerangiwi@gmail.com

If you have any questions please feel free to contact **[name]** at Te Arawhiti on **[phone number]** or by email at **[email address]**.

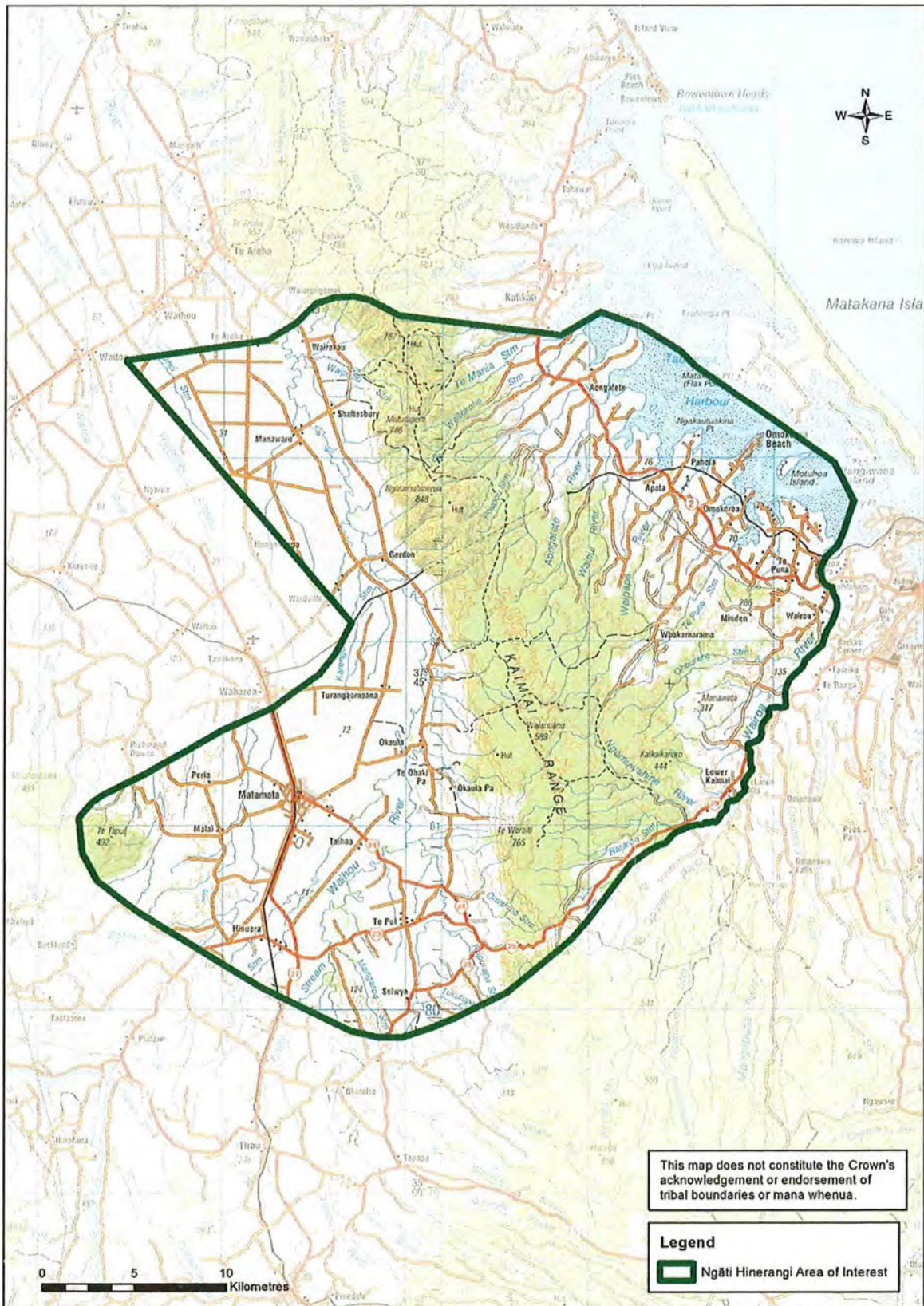
Nāku noa, nā

[name]

Tumu Whakarae - Chief Executive, The Office for Māori Crown Relations - Te Arawhiti



Ngāti Hinerangi area of interest



9.3 LETTER OF INTRODUCTION – HOUSING NEW ZEALAND

my 8

[Date]

The Chief Executive
Housing New Zealand
National Office
PO Box 2628
WELLINGTON 6140

Tēnā koe

Ngāti Hinerangi – Letter of Introduction

On 4 May 2019 the Crown signed a deed of settlement with Ngāti Hinerangi for the settlement of their historical Treaty of Waitangi claims. The deed of settlement can be viewed on Te Kāhui Whakatau *Treaty Settlements* website at <https://www.govt.nz/organisations/Te-Kāhui-Whakatau/>.

The Ngāti Hinerangi settlement, as set out in the deed of settlement, comprises historical, financial, commercial and cultural redress to remedy grievances which Ngāti Hinerangi have suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles.

In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Hinerangi and Housing New Zealand. Accordingly, I am writing to introduce you to the Ngāti Hinerangi post-settlement governance entity, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, to encourage Housing New Zealand to contact them to foster a co-operative relationship and discuss matters of common interest.

Ngāti Hinerangi trace their descent from the tupuna (ancestor) Kōperu. Ngāti Hinerangi marae include Te Ōhākī, Hinerangi Tāwhakī, Tangata, and Tamapango, which are located at Ōkauia on the outskirts of Matamata. The rohe (area of interest) of Ngāti Hinerangi extends from Matamata to the Tauranga Moana area, as shown in the attached map.

Commercial redress for Ngāti Hinerangi includes the opportunity to purchase various commercial properties, such as the Crown's interest in a portion of the Waihou Crown Forest Licensed land, Manawaru School and the Matamata Police Station. Ngāti Hinerangi will also have a right of first refusal over Crown properties within their rohe.

Cultural redress includes redress instruments over significant sites and areas to Ngāti Hinerangi including their principal maunga, Te Weraiti, their ancestral river, the Waihou, as well as sites in the Kaimai Range.

DOCUMENTS

9.3: LETTER OF INTRODUCTION – HOUSING NEW ZEALAND

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust wishes to establish a good working relationship with Housing New Zealand to ensure that rights of first refusal are managed well. I hope this letter of introduction will provide a strong basis from which you and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust can form an effective and durable relationship.

The contact details for Te Puāwaitanga o Ngāti Hinerangi Iwi Trust are:

Phil Smith,
Chair
Te Puāwaitanga o Ngāti Hinerangi Iwi Trust
PO Box 20
MATAMATA 3400
Email: info.ngatihinerangiwi@gmail.com

If you have any questions please feel free to contact **[name]** at Te Arawhiti on **[phone number]** or by email at **[email address]**.

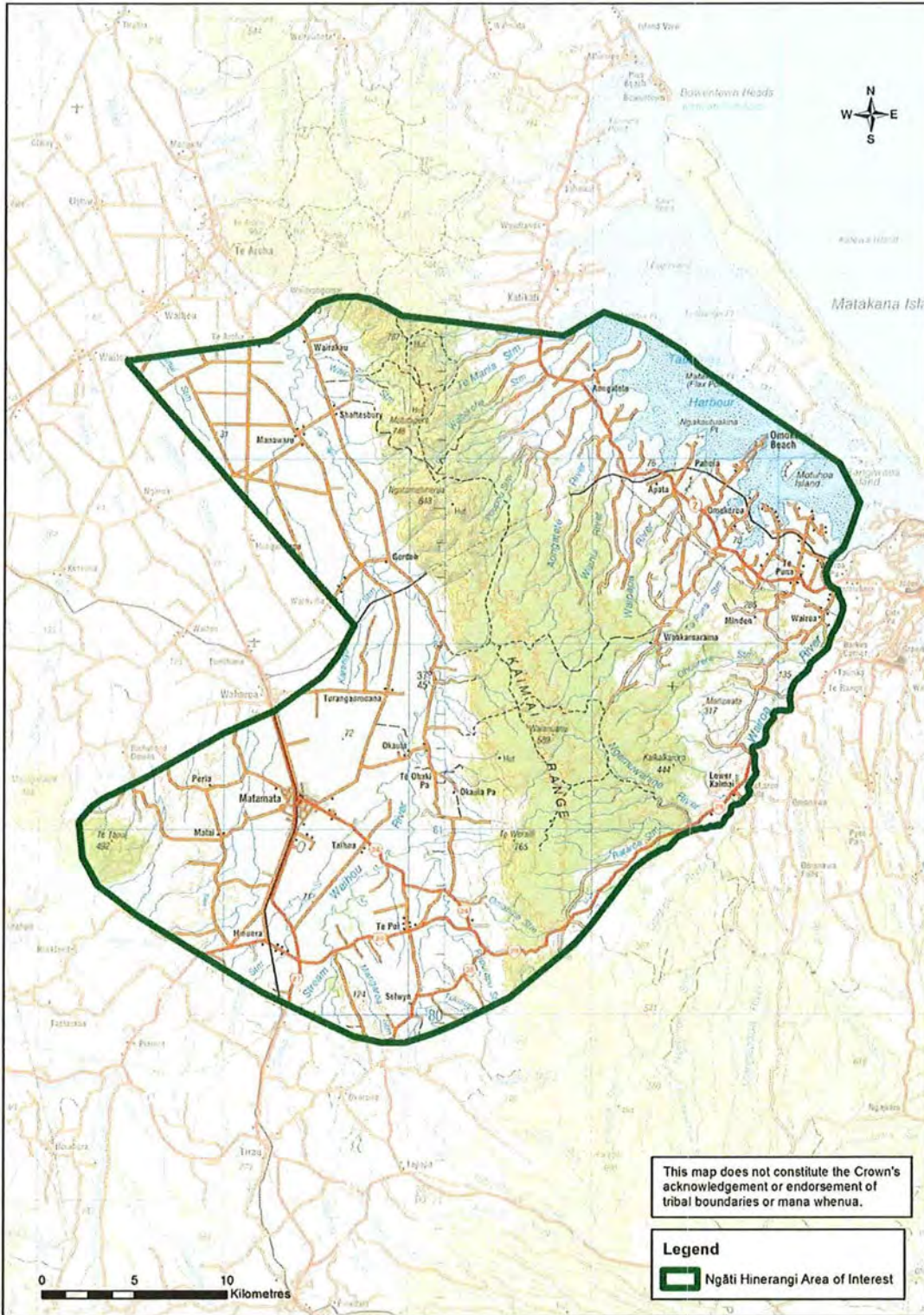
Nāku noa, nā

[name]

Tumu Whakarae - Chief Executive, The Office for Māori Crown Relations - Te Arawhiti



Ngāti Hinerangi area of interest



**9.4 LETTER OF INTRODUCTION – MINISTER OF INTERNAL
AFFAIRS**

[Date]

[name]

Minister of Internal Affairs
Private Bag 18888
Parliament Buildings
WELLINGTON 6160

By email: [email address]

Tēnā koe

Ngāti Hinerangi – Letter of Introduction

On 4 May 2019 the Crown signed a deed of settlement with Ngāti Hinerangi for the settlement of their historical Treaty of Waitangi claims. The deed of settlement can be viewed on Te Kāhui Whakatau *Treaty Settlements* website at <https://www.govt.nz/organisations/Te-Kāhui-Whakatau/>.

The Ngāti Hinerangi settlement, as set out in the deed of settlement, comprises historical, financial, commercial and cultural redress to remedy grievances which Ngāti Hinerangi have suffered as a result of Crown acts or omissions which breached of the Treaty of Waitangi and its principles.

In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Hinerangi and the Minister of Internal Affairs. Accordingly, I am writing to introduce you to the Ngāti Hinerangi post-settlement governance entity, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, to encourage you to contact Ngāti Hinerangi to foster a co-operative relationship and discuss matters of common interest.

Ngāti Hinerangi trace their descent from the tupuna (ancestor) Kōperu. Ngāti Hinerangi marae include, Te Ōhākī, Hinerangi Tāwhakī, Tangata, and Tamapango, which are located at Ōkauia on the outskirts of Matamata. The rohe (area of interest) of Ngāti Hinerangi extends from Matamata to the Tauranga Moana area, as shown in the attached map.

Commercial redress for Ngāti Hinerangi includes the opportunity to purchase various commercial properties including the Crown's interest in a portion of the Waihou Crown Forest Licensed land, Manawaru School and the Matamata Police Station. Ngāti Hinerangi will also have a right of first refusal over Crown properties within their rohe.

Cultural redress includes redress instruments over significant sites and areas to Ngāti Hinerangi including their principal maunga, Te Weraiti, their ancestral river, the Waihou, as well as sites in the Kaimai Range.

DOCUMENTS

9.4: LETTER OF INTRODUCTION – MINISTER OF INTERNAL AFFAIRS

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust wishes to develop a relationship with you and the Department of Internal Affairs, in particular Archives New Zealand, that will identify areas and projects of common interest and mutual benefit. I hope this letter of introduction will provide a strong basis from which you and Ngāti Hinerangi can form an effective and durable relationship.

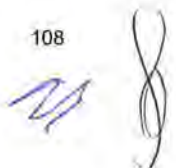
The contact details for the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust are:

Phil Smith
Chair
Te Puāwaitanga o Ngāti Hinerangi Iwi Trust
PO Box 20
MATAMATA 3400
Email: phil.smith55@xtra.co.nz.

If you have any questions please feel free to contact **[name]** at Te Arawhiti on **[phone number]** or by email at **[email address]**.

Nāku noa, nā

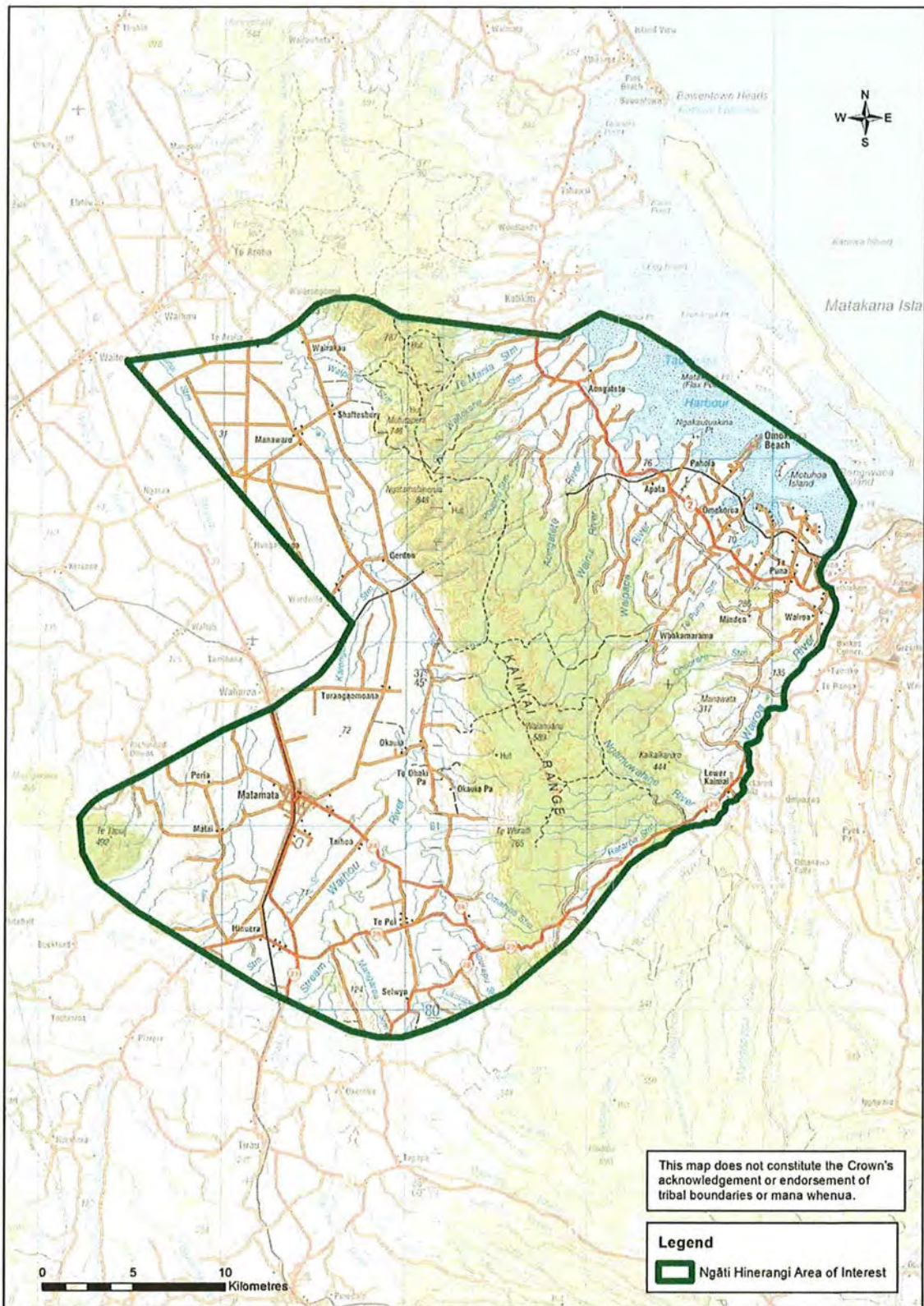
[name]
Minister for Treaty of Waitangi Negotiations



DOCUMENTS

9.4: LETTER OF INTRODUCTION – MINISTER OF INTERNAL AFFAIRS

Ngāti Hinerangi area of interest



9.5 LETTER OF INTRODUCTION – MUSEUMS

DOCUMENTS

9.5: LETTER OF INTRODUCTION – MUSEUMS

[Date]

Name

Title *(if any)*

Organisation *(if any)*

Postal Address

Suburb *(if any)*

CITY *include postcode*

By email: *(if any)*

Tēnā koe / Tēnā kōrua / Tēnā koutou

Ngāti Hinerangi – Letter of Introduction

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The Ngāti Hinerangi settlement, as set out in the deed of settlement, comprises historical, financial, commercial and cultural redress to remedy grievances which Ngāti Hinerangi have suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles.

In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Hinerangi and **[museum name]**. Accordingly, I am writing to introduce you to the Ngāti Hinerangi post-settlement governance entity, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, to encourage **[museum name]** to contact them to foster a co-operative relationship and discuss matters of common interest.

Ngāti Hinerangi trace their descent from the tupuna (ancestor) Kōperu. Ngāti Hinerangi marae include, Te Ōhākī, Hinerangi Tāwhakī, Tangata, and Tamapango, which are located at Ōkauia on the outskirts of Matamata. The rohe (area of interest) of Ngāti Hinerangi extends from Matamata to the Tauranga Moana area, as shown in the attached map.

Commercial redress for Ngāti Hinerangi includes the opportunity to purchase various commercial properties including the Crown's interest in a portion of the Waihou Crown Forest Licensed land, Manawaru School and the Matamata Police Station. Ngāti Hinerangi will also have a right of first refusal over Crown properties within their rohe.



DOCUMENTS

9.5: LETTER OF INTRODUCTION – MUSEUMS

Cultural redress includes redress instruments over significant sites and areas to Ngāti Hinerangi including their principal maunga, Te Weraiti, their ancestral river, the Waihou, as well as sites in the Kaimai Range.

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust wishes to establish a good working relationship with **[museum name]**. I hope this letter of introduction will provide a strong basis from which you and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust can form an effective and durable relationship.

The contact details for Te Puāwaitanga o Ngāti Hinerangi Iwi Trust are:

Phil Smith
Chair
Te Puāwaitanga o Ngāti Hinerangi Iwi Trust
PO Box 20
MATAMATA 3400
Email: info.ngatihinerangiwi@gmail.com

If you have any questions please fee free to contact **[name]** at Te Arawhiti on **[phone number]** or by email at **[email address]**.

Nāku noa, nā

[name]

Tumu Whakarae - Chief Executive, The Office for Māori Crown Relations - Te Arawhiti

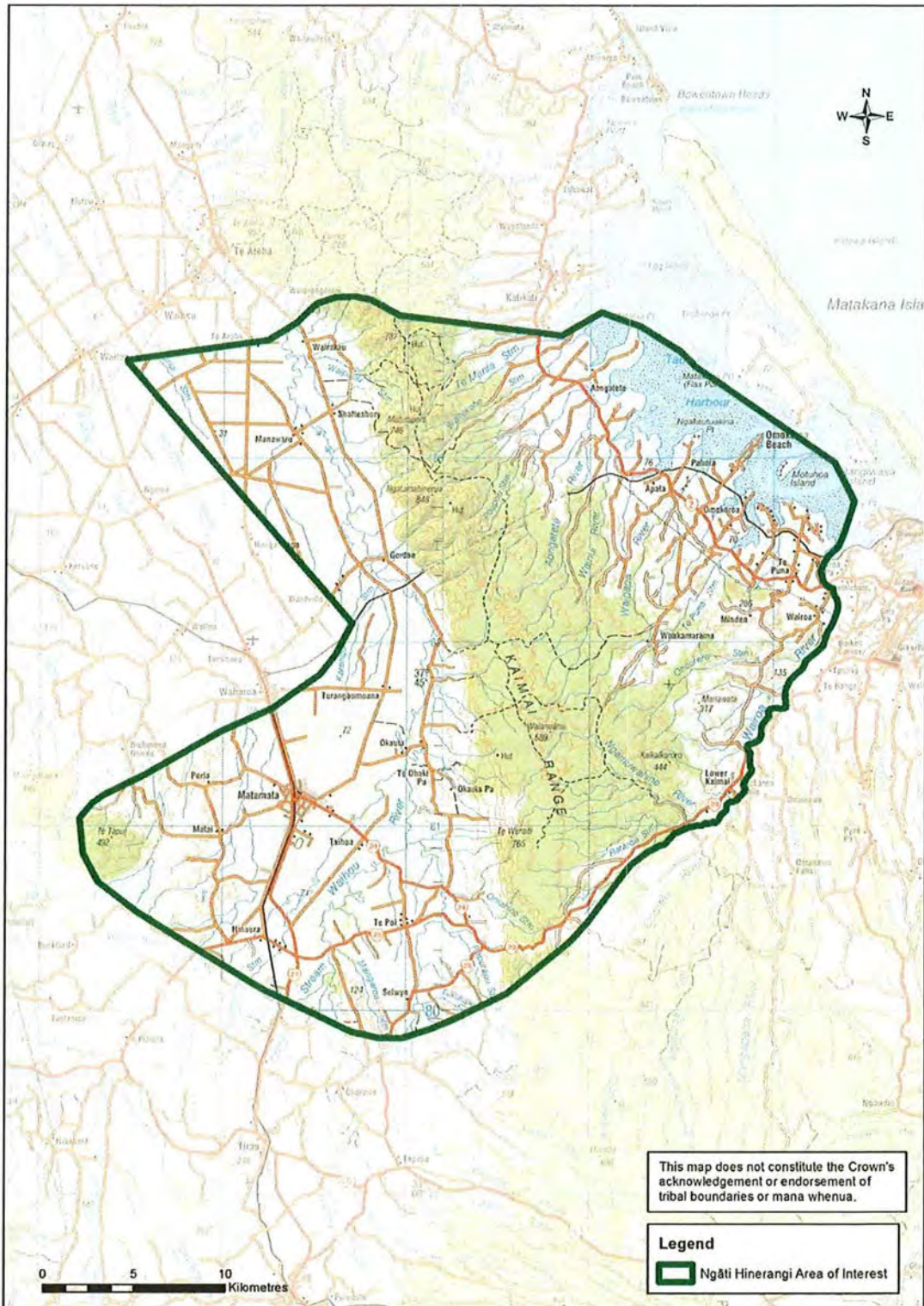
cc: First copy-to name *(include postal address or email except for other Ministers)*
Second copy-to name *(include postal address or email except for other Ministers)*



DOCUMENTS

9.5: LETTER OF INTRODUCTION – MUSEUMS

Ngāti Hinerangi area of interest



DOCUMENTS

10. ENCUMBRANCES



**10.1 RIGHT OF WAY EASEMENT FOR TE ARA O MAURIHORO
(WEST) PROPERTY**

DOCUMENTS

10.1: RIGHT OF WAY EASEMENT FOR TE ARA O MAURIHORO (WEST) PROPERTY

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

(Section 109 Land Transfer Act 2017)

Grantor

[the trustees of the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust]

Grantee

Matamata-Piako District Council

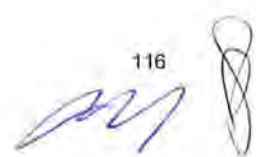
Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Right of Way	[The area marked red on Deed Plan OTS-135-06 (subject to survey)]	[Section [] SO[] (formerly part Section 20 Block III Wairere Survey District (subject to survey)]	In Gross



DOCUMENTS

10.1: RIGHT OF WAY EASEMENT FOR TE ARA O MAURIHORO (WEST) PROPERTY

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

*Delete phrases in [] and insert memorandum number as required;
continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **varied and [negatived] added to or [substituted]** by:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 1952/2017]

the provisions set out in Annexure Schedule 1

Covenant provisions

*Delete phrases in [] and insert Memorandum number as require;
continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 1952/2017]

[Annexure Schedule _____]

DOCUMENTS

10.1: RIGHT OF WAY EASEMENT FOR TE ARA O MAURIHORO (WEST) PROPERTY

Annexure Schedule 1

Insert type of instrument

Easement	Dated		Page	1	1
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Continue in additional Annexure Schedule, if required.

The rights and powers implied in easements contained in Schedule 5 of the Land Transfer Regulations 2018 ("Regulations") are varied as follows:

1. **Grantee**

1.1 The definition of "grantee" in clause 1 of the Regulations is deleted and replaced with the following:

"**grantee**, in relation to an easement creating a right of way means Matamata-Piako District Council and (subject to the provisions of this easement instrument) all other persons to the extent permitted by Matamata-Piako District Council either generally or specifically (which may include members of the general public)."

2. **Repairs, Maintenance and Costs**

2.1 Clause 11 of Schedule 5 of the Regulations is deleted and replaced with the following:

"11 Repair, maintenance and costs

- (1) The grantee is responsible for arranging the repair and maintenance of the easement facility (including without limitation all roads, bridges, improvements and any other structures located in the stipulated area), and for all the associated costs. The Grantee shall make reasonable endeavours to keep the facility from becoming a danger or nuisance. For the avoidance of doubt, if the Grantee regards the facility as being or likely to be a danger or a nuisance, it may at its sole discretion close access to the facility for an indefinite period of time.
- (2) The grantee bears the cost of all work done outside the burdened land.
- (3) The grantee is responsible for meeting any associated requirements of the relevant local authority."

2.2 For the avoidance of doubt, the Grantor has no obligation to reinstate any of the easement facility or any parts thereof if they are destroyed or irreparably damaged by any cause whatsoever.

3. **Reserves Act**

3.1 Notwithstanding that the burdened land is subject to the Reserves Act 1977, this instrument is enforceable in accordance with its terms and is to be treated as having been granted in accordance with the Reserves Act 1977.

4. **General**

4.1 The rights and powers implied by section 297 of the Property Law Act 2007 and Schedule 5 of the Property Law Act 2007 do not apply to the easement created by this instrument.

