
**DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION**

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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 Koroki Kahukura (the **settling group**); and
 - 1.1.2 Taumatawiwi 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 with the following areas (the statutory areas):
- 1.2.1 Pōkaiwhenua Stream marginal strip site (as shown on deed plan OTS-180-17); and
 - 1.2.2 Waikato River and its tributaries within the area of interest (as shown on deed plan OTS-180-27).
- 1.3 Those statements of association are:
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the Ngāti Koroki Kahukura Claims Settlement Act 2014, 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;
 - (c) to assess current and future visitor activities; to identify the appropriate number and type of concessions.

2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:

2.2.5 locating or constructing structures, signs, or tracks.

2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

3.1 This deed:

3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and

3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

3.1.4 is subject to the settlement legislation.

4 TERMINATION

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

4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or

4.1.2 the relevant area is disposed of by the Crown; or

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

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

5 NOTICES

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

Conservation Partnerships Manager
Department of Conservation
73 Rostrevor Street
Hamilton 3204
PO Box 3072
Hamilton 3240.

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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 20 December 2012 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 Koroki Kahukura** have the meaning given to them by the deed of settlement; and

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

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

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

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

9 INTERPRETATION

- 9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.
- 9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings 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, notated, 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.

SIGNED as a deed on 27 / 1 / 2015

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

M. Brown

Signature of Witness *Sally Gunniss*

Witness Name: Sally Gunniss

Occupation: Senior Pt Secretary

Address: 11 St Mary St Wellington

SIGNED by the Director-General of Conservation in the presence of:

Joanne K. James

Signature of Witness *Joanne K. James*

Witness Name: JOANNE K. JAMES

Occupation: EXECUTIVE ASSISTANT

Address: 18-32 MANNERS STREET WELLINGTON 6011.

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Schedule

Copies of Statements of Association

Pōkaiwhenua Stream marginal strip site (as shown on deed plan OTS-180-017)

Pōkaiwhenua stream is a tributary of the Waikato River, the awa tupuna of Ngāti Koroki Kahukura. As an iwi who resides by its banks, Ngāti Koroki Kahukura have, over generations, developed tikanga, mātauranga, and a profound respect for our awa tupuna and all life within it. Pōkaiwhenua was both a seasonal settlement and also a resting place for our people when travelling between settlements. Pōkaiwhenua continues to hold significant ancestral value to Ngāti Koroki Kahukura.

When Pōkaiwhenua was used as a settlement area for Ngāti Koroki Kahukura, they cultivated many māra kai (food gardens). Amongst other produce, various types of rīwai Māori (Māori potatoes) were grown. Some of the types that were grown were Muimui (which had streaks of purple through it), hua karoro (which was yellow in colour) and the kōtero (which was green in colour). Ngāti Koroki Kahukura kaumātua believe these types of rīwai Māori do not exist anymore.

Ngāti Koroki Kahukura tūpuna would place kānga (corn) in the Pōkaiwhenua stream. Kānga wai was placed in the water for approximately three months and, in this time, the corn would ferment. It would then be ready for cooking to a porridge consistency, creating a delicacy enjoyed to this day by many Ngāti Koroki Kahukura. The kōtero (Rīwai Māori) were prepared the same way as kānga and was also considered a delicacy. Many Ngāti Koroki Kahukura ancestors such as Tioriori Te Hura, Piripi Whanatangī, Nepia Marino, Ihaia Tioriori, Karauria Ngamu, Raniera Te Wera, Aperehama Te Rangipouri and Pita (Marino), Rihia Te Kauae and Parakaia Te Pouepa lived at this site and cultivated the land.

Waikato River and its tributaries within the area of interest (as shown on deed plan OTS-180-27)

The Waikato River is the awa tupuna (ancestral river) and a living taonga of Ngāti Koroki Kahukura with its own mauri and spiritual integrity. The awa is part of us. Ngāti Koroki Kahukura regards the Waikato River as the life blood of our people. We regard the awa and its tributaries with reverence, significance and love. The awa continues to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and is inextricably linked to our identity. Our maunga and our awa are inseparable, hence our saying:

Ko Maungatautari te maunga
ko Waikato te awa

*Our mountain is Maungatautari
Our ancestral river is Waikato.*

The awa tupuna had traditional healing powers. Spiritually, the Waikato River is constant, enduring and perpetual. It brings us peace in times of stress, relieves us from illness and pain, cleanses and purifies our bodies and souls from the many problems that surround us, and it is the home of the many Taniwha that reside here, hence the saying:

Ko Pōtatau te Tangata
Ko Taupiri te Maunga
Ko Waikato te Awa
He Piko He Taniwha
He Piko He Taniwha.

Over generations, Ngāti Koroki Kahukura developed tikanga which reflect a profound respect for the Waikato River and the life within it. Tikanga related to the blessing of children, to cleansing, and to healing.

In addition to its spiritual dimension, physically the Waikato River in times past, present and future, has, and will provide for our people the means to sustain ourselves. Its waters enabled the land to remain fertile thereby allowing the gardens of Ngāti Koroki Kahukura to flourish. The awa tupuna yielded aquatic foods such as fish and tuna and the Arapuni region was known as 'te rohe o te tuna - the region of the plentiful eels'. The lyrics of the well-known waiata for the river 'Waikato Te Awa', originally composed by Rangi Harrison who worked on the Waikato river dam system, include:

'Titiro whakakatau au, ko Maungatautari, Ko Ngāti Koroki,
Ko Arapuni ra, te rohe o te tuna e...'

*From Karapiro I look south and to my right, and there is Maungatautari
and Ngāti Koroki through to Arapuni, the domain of the eel.*

According to oral histories when spearing eels, little ones were thrown back. Food was not eaten right by the river, but taken home to eat. Elderly tribal members recall being taught not to be greedy, to take only enough food for a meal, and not to mistreat the river. Rāhui, or prohibitions on fishing or other activities, were imposed in defined areas to prevent fishing for a time to allow for food species to rejuvenate.

In addition to eels, food species that were once abundant include whitebait, inanga, catfish, trout, river cod, freshwater crayfish, mullet, fresh water pipi and mussels, water fowls of all kinds and watercress. Ngāti Koroki Kahukura also accessed the waterways to prepare the traditional fermented delicacy, kānga wai.

The Waikato River was the principal highway of trade for Ngāti Koroki Kahukura. Ngāti Koroki Kahukura were waka builders. From the nineteenth century that trade included sending wheat, flax and potatoes via waka north and overseas for trading. In addition to its role as part of the waka culture and transportation network, the river provided many resources including flax for weaving. Its flood plains and river valleys provided large areas of arable soils.

We are a river iwi. Our relationship with our awa tupuna (ancestral river) has developed over centuries. Ngāti Koroki Kahukura continues to exercise the customary rights and responsibilities of kaitiakitanga over the Waikato River from Karapiro through to Arapuni. As a kaitiaki of our ancestral river, Ngāti Koroki Kahukura continue to be responsible for protecting the health and well-being of the river for future generations.

This statement of association also applies to all lakes and tributaries of the awa tupuna.