

**THIS DEED** is made

**BETWEEN**

**Laurie Porima, Peter White, John Porima, Pouwhare Marino Rewi, Leonard Grace, Patrick Tukuha McManus, Maurice Toetoe, Kani Edwards, Henry Rehe Nuku, Robert John Jenner, Hiraani Stafford and Bert Mark Messent** (the "governance entity")

**AND**

**THE SOVEREIGN** in right of New Zealand acting by the Minister of Conservation (the "Crown")

**AND**

**THE DIRECTOR-GENERAL of CONSERVATION**

**IT IS AGREED** as follows:

**1 BACKGROUND**

- 1.1 The governance entity and the Crown are parties to a deed of settlement dated 12 December 2009.
- 1.2 It was agreed under clauses 5.22 and 5.28.1 of the deed of settlement that, if it became unconditional, the Crown and the governance entity would enter into this deed.
- 1.3 The Ngāti Manawa Claims Settlement Act 2012 has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section 41(1) of the settlement legislation, the statements by Ngāti Manawa set out in clause 3.2 of their particular cultural, spiritual, historical and traditional association with the statutory areas.

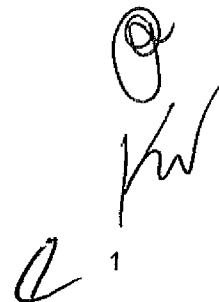
**2 PURPOSE**

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

**3 STATUTORY AREAS AND STATEMENTS OF ASSOCIATION**

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

- 3.1.1 Pukehinau;

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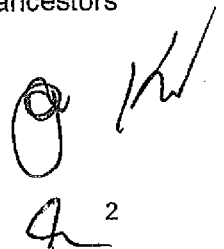
- 3.1.2 Te Kohua;
  - 3.1.3 the Rangitaiki River within the Ngāti Manawa Area of Interest;
  - 3.1.4 the Whirinaki River within the Ngāti Manawa Area of Interest;
  - 3.1.5 the Horomanga River within the Ngāti Manawa Area of Interest; and
  - 3.1.6 the Wheao River within the Ngāti Manawa Area of Interest.
- 3.2 The statements of association relating to each of those statutory areas are as follows:

***Pukehinau***

- 3.2.1 Pukehinau is a historical Ngāti Manawa pa site. Pukehinau was the first pa to be established by Ngāti Manawa. The pa was settled by the Ngāti Manawa ancestor Tangiharuru in the seventeenth century. Tangiharuru was of Tainui and Te Arawa descent. He lived in numerous locations before embarking on the conquest of the Marangaranga with his uncle, Wharepakau.
- 3.2.2 Pukehinau is a culturally significant site in Ngāti Manawa's history. Pukehinau was the site of Tangiharuru's death. Long after Ngāti Manawa had settled in the region, a remnant of Te Marangaranga staged a revenge attack on Pukehinau. During this battle, Tangiharuru was killed by Rangiahua of Te Marangaranga. Rangiahua's father, Haena, had been killed by Tangiharuru at Tahau. A waiata was composed to commemorate the event.

***Te Kohua***

- 3.2.3 Te Kohua, meaning 'oven' is an important wahi tapu, there is an urupā located at this site. The urupa is significant to Ngāti Manawa because it contains the remains of our ancestors. We have a responsibility to look after the last resting place of our ancestors and to hope to have the area in our ownership so that we can look after the site, their graves and their remains.
- 3.2.4 In turn, those of us who remain on earth are the link between our ancestors from the past to our descendents into the future.



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- 3.2.5 Ngāti Manawa are concerned that the site has been desecrated. Archaeological remains, including an oven, have been removed from this site. Te Kohua requires protection from pigs and deer. Because of the cultural and spiritual significance of Te Kōhua.

***Rangitaiki River within the Ngāti Manawa Area of Interest***

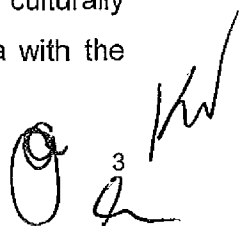
Tawhiuau te maunga	Tawhiuau is the mountain
Rangitaiki te awa	Rangitaiki is the river
Rangipo te wehenga o te tuna	Rangipo is the farewell point to the tuna
Ngāti Manawa te iwi	Ngāti Manawa is the iwi
Tangiharuru te tangata	Tangiharuru is the ancestor

- 3.2.6 Traditional history tells the story of how Tangiharuru conquered the Marangaranga who occupied the Rangitaiki River valley. Through this conquest, Ngāti Manawa occupied and exercised tino rangatiratanga over the Kuhawaea and Kaingaroa plains and the Rangitaiki River valley from the Wheao River to the Aniwaniwa falls. In this way Ngāti Manawa's mana over these lands was established.

- 3.2.7 The Rangitaiki is the tupuna awa of Ngāti Manawa. It is the tuakana of all of the rivers and tributaries in our rohe. As a tupuna, the river is a whole entity that works in harmony to provide food and water and more significantly, a habitat for native fish. The tuna is a significant food source for Ngāti Manawa. It is also a resource that represented Ngāti Manawa's mana as the abundance and quality of the tuna was renowned.

- 3.2.8 Ngāti Manawa recognised four different types of tuna and used a number of methods to catch them. The tuna were frequently large and very fat. Ngāti Manawa cooks tuna in flax leaves as a counter to the fat in the tuna.

- 3.2.9 The river is the lifeblood of the people. This is evidenced by a large number of mahinga kai along and adjacent to its river banks and the existence of a number of puna which different families cared for and were sustained by. The waters of the puna eventually join the waters of the Rangitaiki so in a sense the water and the people are physically, spiritually and culturally inseparable. The intergenerational association of Ngāti Manawa with the

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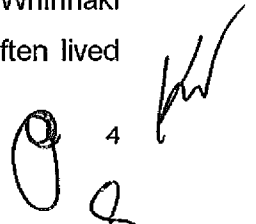
river serves the purpose of maintaining the continuity of consciousness between all things, all generations and the continued transmission of traditional knowledge.

- 3.2.10 In earlier times, the river was used for transport from the coast. The Aniwaniwa falls was the only area where canoes had to be transported along tracks around them. The river, at that time had a strong current and required skilled and strong paddlers.
- 3.2.11 The mauri of the river is contained in a rock in the river called Tokakawau.
- 3.2.12 Stories and traditional history relate to a number of taniwha in particular places in the river. These taniwha were characterised by certain qualities - either mischievous, playful, friendly or hostile. Some were credited with shifting hinaki within the river or out of the river entirely. The taniwha often assumed eel-like forms.

***Whirinaki River within the Ngāti Manawa Area of Interest***

- 3.2.13 The Whirinaki River flows in to the Rangitaiki River.
- 3.2.14 It has a more gentle current and is known by the people as the 'kind' river. The Whirinaki River was another river that was a source of food. As with the Rangitaiki River, whanau groups and hapu groups had special resource uses and occupied and cared for special places such as pa tuna, mahinga tuna, tauranga ika and fishing stands.
- 3.2.15 To protect these rights and to enable others to recognise them, pou were placed in the river and sometimes a garment belonging to a specific person was attached to it. This indicated that the area was set aside for the personal use of the person whose garment was attached to the pou. Rahui were imposed to protect a resource, an area and in particular as a mark of respect if there were a drowning. The time required for a body to be recovered and for any parts of the body to pass through any creature that ate any of it ranged from three to nine days.
- 3.2.16 There are many mahinga kai and pa along or adjacent to the Whirinaki River. As a people with close kinship ties to Ngāti Whare, we often lived

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together on a number of pa in our rohe. These pa had nearby sources of water.

#### ***Horomanga River within the Ngāti Manawa Area of Interest***

- 3.2.17 Ngāti Manawa considers the Horomanga Wash to be a special taonga and has particular importance to us for a number of reasons. For example, Kaimokopuna, the Ngāti Manawa fortified pa, was situated on the banks of the Horomanga River. The Horomanga/this pa was immortalised in Te Arawa "kaioraora", which was composed to commemorate the killing of their ancestor, Tiona.
- 3.2.18 It was here at Kaimokopuna that Te Wharekauri Tahana, the last fully tattooed warrior and cannibal of Ngāti Manawa, lived.
- 3.2.19 In addition, the Horomanga is renowned for its aruhe, or fern root, that tastes like coconut and banana. The Horomanga was also traditionally used as a pathway into the Kuhawaea Plains and in to the Urewera. This meant that there were particular sites along the waterway where travellers could meet, talk, camp out and collect food and firewood. Sharing news and discussing issues of the day helped to dissipate the time on cold nights around the cooking fires.
- 3.2.20 Our interest in the Horomanga and the related areas is due to the cultural and historical association of the waterway, the people who lived there and the mahinga kai - our people's food baskets.
- 3.2.21 The Horomanga River is also an ancestral boundary to the east of Tawhiuau maunga. As a natural feature, the boundary has existed over many generations and is thus part of our cultural memory as an identifier of lands Ngāti Manawa have traditionally held mana over.

#### ***Wheao River within the Ngāti Manawa Area of Interest***

- 3.2.22 The Wheao River was a pristine, primary area for fishing tuna and latterly, trout. The waters are clear, sweet and accessible in many areas for animals to drink from and where Ngāti Manawa frequently fished.

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3.2.23 The Wheao runs through a river valley that has high hills that are forested and accessible by humans by canoe or hiking. The landscapes demonstrate a clean green image with forested valley walls, forested hill tops and the silvery shimmer of the water of the river snaking along the valley floor. It was a food store for tuna. Ngāti Manawa had relied on the rivers for generations for the provision of tuna. Since the development and operation of the Wheao Dam the food store, especially the tuna, has been dramatically depleted. Now it is a food store for trout, deer and pigs.

3.2.24 Today, the Wheao River receives water from its tuakana, Rangitaiki, through a diversion at Te Arawhata o te paringa. The purpose of this is to feed the Wheao hydro dam. Each river has its own māuri and a status of tuakana / teina. The diversion of the tuakana river (Rangitaiki) into the teina river (Wheao) goes against Ngāti Manawa tikanga.

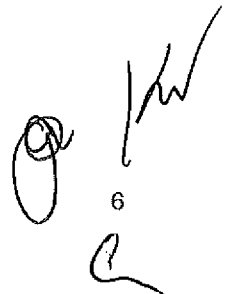
#### **4 CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY IN RELATION TO THE STATUTORY AREAS**

4.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity referred to in clause 4.2 in relation to or within a statutory area, consult with the governance entity, and have regard to the views of the governance entity concerning the association of Ngāti Manawa with that statutory area as described in the statement of association.

4.2 Clause 4.1 applies to the following activities:

4.2.1 preparing:

- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or
- (b) a national park management plan under the National Parks Act 1980; or
- (c) in relation to a statutory area that is not a river, a non-statutory plan, strategy, programme, or survey of one of the following kinds for the protection and management of that statutory area, namely to:
  - (i) identify and protect wildlife or indigenous plants; or
  - (ii) eradicate pests, weeds or introduced species; or
  - (iii) assess current and future visitor activities; or



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- (iv) identify the number and type of concessions that may be appropriate; or
- (d) in relation to a statutory area that is a river, a non-statutory plan, strategy, or programme for the protection and management of that statutory area; or

4.2.2 locating or constructing structures, signs or tracks.

4.3 The Minister of Conservation and the Director-General of Conservation must, in order to enable the governance entity to give informed views when consulting the governance entity under clause 4.1, provide the governance entity with relevant information.

## **5 LIMITATIONS**

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

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

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

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

5.3 This deed is subject to the provisions of sections 50 51, 52, 53 and 63 of the settlement legislation.

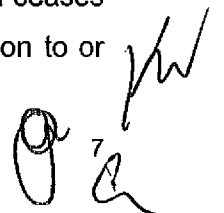
## **6 TERMINATION**

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

6.1.1 the governance entity and the Minister of Conservation and the Director-General of Conservation agree in writing that this deed is no longer appropriate for the area concerned; or

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

6.1.3 the Minister of Conservation or the Director-General of Conservation ceases to be responsible for the activities referred to in clause 4.2 in relation to or

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within the area concerned and they are transferred to another person or official within the Crown.

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

## 7 NOTICES

- 7.1 Notices to the governance entity and the Crown may be given in the manner provided in clause 12.2 of the deed of settlement.
- 7.2 The governance entity's address where notices may be given is (until further notice) as provided in part 20 of the schedule to the deed of settlement.
- 7.3 The Crown's address where notices may be given is:

The Area Manager  
Te Urewera Area Office  
State Highway 38  
MURUPARA 3079

## 8 NO ASSIGNMENT

- 8.1 The governance entity may not assign its rights or obligations under this deed.

## 9 DEFINITIONS AND INTERPRETATION

- 9.1 In this deed, unless the context requires otherwise

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

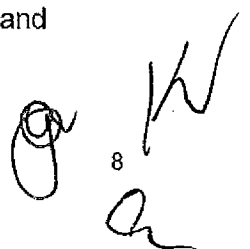
**Director-General of Conservation** has the same meaning as Director-General in section 2(1) of the Conservation Act 1987;

**Minister of Conservation** and **Minister** means the person who is the Minister of Conservation;

**party** means a party to this deed;

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

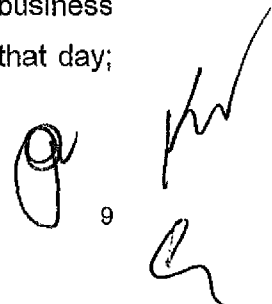
**statutory area** means the statutory area referred to in clause 3.1.

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

- 9.2.1 terms and expressions that are not defined in this deed but are defined in the deed of settlement have the meaning in this deed that they have in the deed of settlement; and
- 9.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this deed; and
- 9.2.3 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and
- 9.2.4 the singular includes the plural and vice versa; and
- 9.2.5 words importing one gender include the other genders; and
- 9.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted; and
- 9.2.7 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced; and
- 9.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
- 9.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate; and
- 9.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the governance entity and the Crown; and
- 9.2.11 where something is required to be done by or on a day that is not a business day, that thing must be done on or by the next business day after that day; and

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

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

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

**Signed as a deed** on this 22<sup>nd</sup> day of May 2012

**By the Trustees of Te Rūnanga o Ngāti Manawa**

\_\_\_\_\_  
Laurie Porima

In the presence of

Witness \_\_\_\_\_

Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Peter White

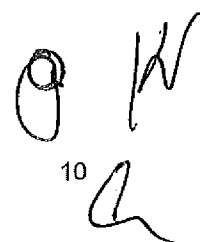
In the presence of

Witness \_\_\_\_\_

Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

  
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\_\_\_\_\_  
John Porima

In the presence of

Witness \_\_\_\_\_

Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Pouwhare Marino Rewi


In the presence of

Witness \_\_\_\_\_

Name  \_\_\_\_\_  
**James Philip Ferguson**

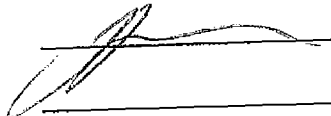
Occupation **Solicitor**

Address **WELLINGTON**

  
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Leonard Grace

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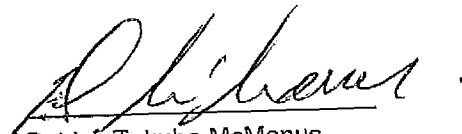
Witness \_\_\_\_\_

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Occupation **James Philip Ferguson**

Address **Solicitor**

**WELLINGTON**

  
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Patrick Tukuha McManus

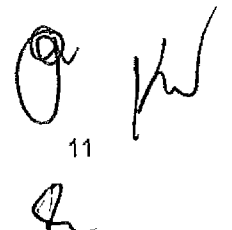
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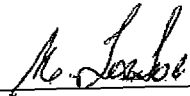
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**James Philip Ferguson**

Occupation **Solicitor**

Address **WELLINGTON**



  
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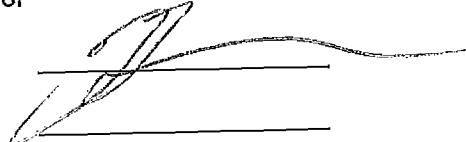
In the presence of

Witness

Name

Occupation

Address

  
James Philip Ferguson  
Solicitor  
WELLINGTON

  
Louis McManus

In the presence of


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Kani Edwards

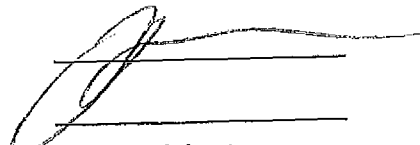
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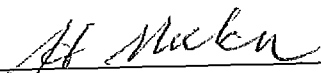
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Solicitor  
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Henry Rehe Nuku

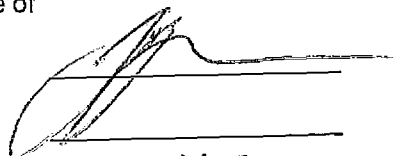
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Solicitor  
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Robert John Jenner

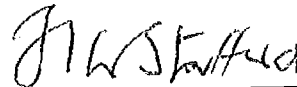
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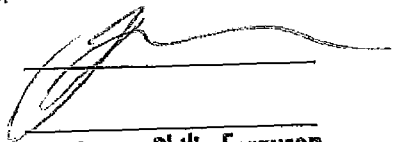
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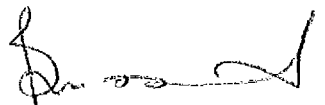
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**James Philip Ferguson**  
**Solicitor**  
**WELLINGTON**



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Bert Mark Messent


In the presence of

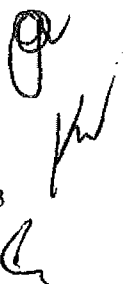
Witness \_\_\_\_\_

Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

  
**James Philip Ferguson**  
**Solicitor**  
**WELLINGTON**



**SIGNED** for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Conservation in the presence of:

Kate Wilkinson

**Witness**

Gavin Rodley  
Name: Gavin Rodley  
Occupation: Private Secretary  
Address: Wellington

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

Alain

**Witness**

Jill Hinds  
Name: JILL HINDS.  
Occupation: Executive Assnt  
Address: P.O. Box 10-420  
Wgtn