

SCHEDULE 1

**CULTURAL REDRESS
SCHEDULE**

TABLE OF CONTENTS

PART 1 – PROTOCOLS	146
• DOC PROTOCOL.....	147
• FISHERIES PROTOCOL.....	169
• MED PROTOCOL.....	181
• ANTIQUITIES PROTOCOL.....	190
• LINZ PROTOCOL.....	198
PART 2 – CULTURAL REDRESS PROPERTIES.....	205
• DESCRIPTIONS OF SITES.....	206
• COVENANTS TO BE GIVEN BY THE GOVERNANCE ENTITY	225
PART 3 – NOHOANGA.....	275
• DESCRIPTION OF SITE.....	276
• TERMS AND CONDITIONS OF NOHOANGA ENTITLEMENT	277
PART 4 – DESCRIPTIONS OF STATUTORY AREAS	284
PART 5 – STATEMENTS OF ASSOCIATION	289
PART 6 – DEEDS OF RECOGNITION	312
PART 7 – SHELLFISH RFR DEED.....	320
PART 8 – PROCEDURE FOR PURCHASING TENDERED SCA AUTHORISATIONS (COASTAL TENDERING).....	332

PART 1: PROTOCOLS

DOC PROTOCOL

(Clause 9.1)

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING DEPARTMENT OF CONSERVATION/TE PAPA ATAWHAI INTERACTION WITH NGĀTI MUTUNGA ON SPECIFIED MATTERS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Ngāti Mutunga and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Conservation (the “**Minister**”) would issue a Protocol (the “**DOC Protocol**”) setting out how the Department of Conservation (the “**Department**”) will interact with the Ngāti Mutunga Governance Entity (the “**Governance Entity**”) on matters specified in the DOC Protocol. These matters are:
- 1.1.1 implementation and communication;
 - 1.1.2 input into business planning at the Area Office level;
 - 1.1.3 species management;
 - 1.1.4 pest control;
 - 1.1.5 marine mammals;
 - 1.1.6 freshwater fisheries;
 - 1.1.7 cultural materials;
 - 1.1.8 historic resources;
 - 1.1.9 advocacy under the Resource Management Act 1991 (the “**Resource Management Act**”);
 - 1.1.10 visitor and public information; and
 - 1.1.11 consultation.
- 1.2 For the purposes of this DOC Protocol, the Governance Entity is the body representative of the whānau, hapū, and iwi of Ngāti Mutunga who have an interest in conservation management in the DOC Protocol Area.
- 1.3 Both the Department and Governance Entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 1.4 Ngāti Mutunga has a responsibility in relation to the preservation, protection and management of natural and historic resources in the DOC Protocol Area in accordance with its kaitiakitanga. This derives from the status of Ngāti Mutunga as tangata whenua in the DOC Protocol Area, is inextricably linked to whakapapa, and has important cultural and spiritual dimensions.
- 1.5 The purpose of the Conservation Act 1987 (the “**Act**”) is to manage natural and historic resources under that Act and the Acts in the First Schedule to the Act. The Minister, the Director-General of Conservation (the “**Director-General**”) and the Department are required to exercise particular functions, powers and duties under that legislation.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

2 PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and the Governance Entity to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.
- 2.2 This Protocol sets out a framework that enables the Department and the Governance Entity to establish a constructive and ongoing working relationship that is consistent with section 4 of the Act, and that respects the values of Ngāti Mutunga, so long as giving effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi is not inconsistent with the Act. It provides for Ngāti Mutunga to have input into certain policy, planning and decision-making processes, the management of public conservation land, and the fulfilment of statutory responsibilities within the DOC Protocol Area.

3 PROTOCOL AREA

- 3.1 The DOC Protocol applies across the DOC Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [] of [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") that implements clause 9.1 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 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Department will seek to establish and maintain communication with the Governance Entity on a continuing basis by:
- 5.1.1 providing reasonable opportunities for the Governance Entity to meet with Department managers and staff;
 - 5.1.2 meeting with the Governance Entity (or designate) every six months at the New Plymouth Area Office level to review implementation of the DOC Protocol and holding an annual hui between the Governance Entity and senior DOC staff including the Conservator, Area Manager and Kaupapa Atawhai Manager;
 - 5.1.3 as far as reasonably practicable, training relevant staff on the content of the DOC Protocol and providing Ngāti Mutunga, through the Governance Entity, with the opportunity to train relevant staff on Ngāti Mutunga values and tikanga; and
 - 5.1.4 briefing the Taranaki/Wanganui Conservation Board members on the content of the DOC Protocol.
- 5.2 The New Plymouth Area Manager will act as the primary contact person for the Governance Entity and he or she will act as a liaison person with other departmental staff.

6 INPUT INTO BUSINESS PLANNING AT THE AREA OFFICE LEVEL

- 6.1 This Protocol provides for the ongoing implementation of a range of matters as well as special projects identified by the Governance Entity, with implementation taking place over

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

time. Some of the projects identified will need specific resourcing set aside through the Department's business planning process.

- 6.2 The process for the involvement of the Governance Entity in the Department's business planning process will be as follows:
- 6.2.1 the Department and the Governance Entity will, on an annual basis, identify projects that require specific resourcing;
 - 6.2.2 the identified projects will be taken into consideration together with other priorities under the Department's business planning process at the conservancy and regional levels;
 - 6.2.3 the decision on whether any specific projects will be funded in any business year will be made by the Conservator and the Regional General Manager; and
 - 6.2.4 if the Department decides to proceed with a specific project that has been identified under clause 6.2.1, the Governance Entity (or designate) and the Department will meet again to finalise a work plan and timetable for implementation of the specified project in that business year, in accordance with the resources which have been allocated in the business plan.

7 SPECIES MANAGEMENT

- 7.1 One of the Department's primary objectives is to ensure the survival of species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 7.2 In recognition of the cultural, spiritual, historic and/or traditional association of Ngāti Mutunga with indigenous flora and fauna found within the DOC Protocol Area for which the Department has responsibility, the Department will in relation to any indigenous species that the Governance Entity may identify as important to them through the processes provided under clauses 5 and 6 of this Protocol:
- 7.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, inform and, where it is reasonably practicable to do so, provide opportunities for the Governance Entity to participate in that programme;
 - 7.2.2 advise the Governance Entity in advance of any Conservation Management Strategy reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the DOC Protocol Area;
 - 7.2.3 where research and monitoring projects are being carried out by the Department within the DOC Protocol Area, and where it is reasonably practicable to do so, provide the Governance Entity with opportunities to participate in those projects;
 - 7.2.4 advise the Governance Entity of the receipt of any completed research reports relating to indigenous species within the DOC Protocol Area, and provide copies or the opportunity for the Governance Entity to study those reports; and
 - 7.2.5 encourage and provide advice to the Governance Entity concerning the protection or management of those species on land owned or managed by Ngāti Mutunga.

PART 1: PROTOCOLS: DOC PROTOCOL

8 PEST CONTROL

- 8.1 A key objective and function of the Department is to prevent, manage and control threats to natural heritage values from animal and weed pests. This needs to be done in a way that maximises the value from limited resources available to do this work. This area of work has been identified as being of high interest to Ngāti Mutunga.
- 8.2 The Department will:
- 8.2.1 seek and facilitate early consultation with the Governance Entity on pest control activities within the DOC Protocol Area, particularly in relation to the use of poisons; and
 - 8.2.2 provide the Governance Entity with opportunities to review/assess programmes and outcomes.

9 MARINE MAMMALS

- 9.1 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Protection Regulations 1992. These provide for, among other things, the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, for the disposal of sick or dead specimens, and for the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act, the Department of Conservation is responsible for the protection, conservation and management of all marine mammals, including their disposal together with the health and safety of its staff, any volunteers under its direction, and the public.
- 9.2 The Department considers that there are opportunities to facilitate the cultural practices of Ngāti Mutunga in relation to marine mammals, and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of marine mammal strandings. This Protocol provides general guidelines for the management of marine mammal strandings in the DOC Protocol Area, and for the recovery by Ngāti Mutunga of bone for cultural purposes from dead marine mammals.
- 9.3 In achieving these objectives, the Protocol also aims to enable the Department to give effect to the principles of the Te Tiriti o Waitangi/the Treaty of Waitangi as expressed in section 4 of the Act, as well as assisting with the conservation of cetacean species by contributing to the collection of specimens and scientific data of national and international importance.
- 9.4 Both the Department and Ngāti Mutunga acknowledge the scientific importance of information gathered at strandings. Decisions by the Department concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to Ngāti Mutunga, will depend upon the species.
- 9.5 The following species ("**category 1 species**") are known to strand most frequently on New Zealand shores:
- 9.5.1 common dolphins, *delphinus delphis*;
 - 9.5.2 long-finned pilot whales, *globicephala melas*; and
 - 9.5.3 sperm whales, *physeter macrocephalus*.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

- 9.6 The Minister will consider requests from the Governance Entity for permits to recover and hold bone from category 1 species once scientific data and samples have been collected. In principle, bone from category 1 species should be available to the Governance Entity. If there are reasons why the Minister is unable to grant a permit in response to a request from the Governance Entity, the Department will inform the Governance Entity of those reasons.
- 9.7 The following species (“**category 2 species**”) are either not commonly encountered in New Zealand waters, or those which may frequently strand here but are rare elsewhere in the world:
- 9.7.1 all baleen whales;
 - 9.7.2 short-finned pilot whale, *globicephala macrorhynchus*;
 - 9.7.3 beaked whales, *all species, family ziphiidae*;
 - 9.7.4 pygmy sperm whale, *kogia breviceps*;
 - 9.7.5 dwarf sperm whale, *kogia simus*;
 - 9.7.6 bottlenose dolphin, *tursiops truncatus*;
 - 9.7.7 hector’s dolphin, *cephalorhynchus hectori*;
 - 9.7.8 dusky dolphin, *lagenorhynchus obscurus*;
 - 9.7.9 risso’s dolphin, *grampus griseus*;
 - 9.7.10 spotted dolphin, *stenella attenuata*;
 - 9.7.11 striped dolphin, *stenella coeruleoalba*;
 - 9.7.12 rough-toothed dolphin, *steno bredanensis*;
 - 9.7.13 southern right whale dolphin, *lissodelphis peronii*;
 - 9.7.14 spectacled porpoise, *australophocoena dioptrica*;
 - 9.7.15 melon-headed whale, *peponocephala electra*;
 - 9.7.16 pygmy killer whale, *feresa attenuata*;
 - 9.7.17 false killer whale, *pseudorca crassidens*;
 - 9.7.18 killer whale, *orcinus orca*; and
 - 9.7.19 any other species of cetacean previously unknown in New Zealand waters.
- 9.8 For these reasons their scientific value has first priority. The Minister will however consider requests from the Governance Entity for permits to recover and hold bone from category 2 species after autopsy. In most instances, bone from category 2 species should be made available to the Governance Entity. If there are reasons why the Minister is unable to grant a permit in response to a request from the Governance Entity, the Department will discuss those reasons with the Governance Entity.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

- 9.9 There will be circumstances where Ngāti Mutunga may be unavailable to participate in the management of whale strandings, or where Ngāti Mutunga wishes to officiate only in the appropriate rituals prior to euthanasia.
- 9.10 Because the in-situ recovery of bones involves issues relating to public safety, including the risk of infection from dead and decaying tissue, it needs to be undertaken only by the informed and skilled. Ngāti Mutunga bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that in certain circumstances burial may be the most practical option.
- 9.11 Subject to the prior agreement of the Area Manager, where disposal of a dead stranded marine mammal is carried out by the Governance Entity, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.
- 9.12 The Department will work with the Governance Entity to:
- 9.12.1 identify key contact people who will be available at short notice to make decisions on the desire of Ngāti Mutunga to be involved when there is a marine mammal stranding;
 - 9.12.2 notify promptly the relevant key contact people, through the Governance Entity, of all stranding events;
 - 9.12.3 discuss, as part of the disposal process, burial sites and, where practical, have agreed sites in advance in order to meet all the health and safety requirements and to avoid the possible violation of wāhi tapu; and
 - 9.12.4 consult with the Governance Entity in developing or contributing to research and monitoring of the seal population within the DOC Protocol Area.

10 FRESHWATER FISHERIES

- 10.1 Freshwater fisheries are managed under two pieces of legislation: the Fisheries Act 1996 (administered by the Ministry of Fisheries) and the Act. The Act deals specifically with the conservation of non-commercial freshwater fisheries.
- 10.2 The Department will consult with the Governance Entity, and where reasonably practicable, provide for its participation in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.
- 10.3 The Department will work at the New Plymouth Area Office level to provide for the active participation by the Governance Entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:
- 10.3.1 seeking to identify areas for co-operation in advocacy, consistent with clause 13 of this Protocol, focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;
 - 10.3.2 consulting with the Governance Entity in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

- 10.3.3 considering the Governance Entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and
- 10.3.4 processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Act.

11 CULTURAL MATERIALS

11.1 For the purpose of this Protocol, cultural materials are defined as:

11.1.1 plants and plant materials; and

11.1.2 materials derived from animals or birds,

for which the Department is responsible and which are important to Ngāti Mutunga in maintaining and expressing its cultural values and practices.

11.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.

11.3 In relation to cultural materials, the Minister and/or Director-General will:

11.3.1 consider requests from the Governance Entity for access to and use of cultural materials within the DOC Protocol Area when required for cultural or spiritual purposes, in accordance with the relevant legislation;

11.3.2 consult with the Governance Entity in circumstances where there are competing requests between the Governance Entity and non-Ngāti Mutunga persons in relation to the use of cultural materials, for example for scientific research purposes, to see if the cultural and scientific or other matters can be reconciled before the Minister or Director-General makes a decision in respect of those requests;

11.3.3 consider requests that the Governance Entity have access to cultural materials that become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of roadkill;

11.3.4 assist, as far as reasonably practicable, the Governance Entity with obtaining plant stock for propagation, to reduce the need for plants to be gathered from land administered by the Department, and to provide advice to the Governance Entity in the establishment and management of its own cultivation areas; and

11.3.5 consult with the Governance Entity on the development of procedures for monitoring levels of cultural materials.

12 HISTORIC RESOURCES – WĀHI TAPU AND WĀHI TAONGA

12.1 Places that are sacred or significant to Ngāti Mutunga include:

12.1.1 rua koiwi and burial sites of Ngāti Mutunga tūpuna;

12.1.2 tohi (baptismal) sites and sites where whenua (placenta) have been buried;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

- 12.1.3 sites (such as tuahu, battle grounds) where Ngāti Mutunga has been engaged in an activity or ritual of historical significance as recorded in oral tradition, or where there is a repository of artifacts;
- 12.1.4 old kainga, pā and other archaeological sites;
- 12.1.5 sites where there is waiora and sites of water sources for death rites;
- 12.1.6 significant fishing, raw resource harvesting, or food gathering places;
- 12.1.7 significant geographical locations such as pae maunga, ara and ara purahourua, tauranga waka, and ana; and
- 12.1.8 designated dwelling places of taniwha in Ngāti Mutunga rivers.
- 12.2 A table of specific Ngāti Mutunga wāhi tāpu and wāhi taonga is set out in Attachment C.
- 12.3 The Department has a statutory role to conserve historic resources in protected areas and will endeavour to do this for sites of significance to Ngāti Mutunga in co-operation with the Governance Entity.
- 12.4 The Department accepts that non-disclosure of locations of places known to Ngāti Mutunga is a practice used by Ngāti Mutunga to preserve the sanctity of a place. In other cases Ngāti Mutunga may ask the Department to treat information it provides on wāhi tapu and wāhi taonga in a confidential way. Where such confidential information has been provided by Ngāti Mutunga, the Department will consult the Governance Entity on the establishment of processes for dealing with information on wāhi tapu and wāhi taonga in a way that both recognises the management challenges that confidentiality can present and respects the views of Ngāti Mutunga.
- 12.5 The responsibility for identifying and assessing Ngāti Mutunga wāhi tapu and wāhi taonga largely rests with Ngāti Mutunga.
- 12.6 The Department, at the New Plymouth Area Office level, will:
- 12.6.1 undertake protection and conservation of Ngāti Mutunga wāhi tapu and wāhi taonga on land administered by the Department in co-operation with the Governance Entity;
- 12.6.2 as far as reasonably practicable, respect the Ngāti Mutunga values attached to identified wāhi tapu and wāhi taonga that are administered by the Department (e.g. by the Department giving consideration to impacts from visitor numbers, facilities and services);
- 12.6.3 manage Ngāti Mutunga wāhi tapu and wāhi taonga according to the standards of conservation practice for the care of places of cultural heritage value, their structures, materials and cultural meaning, outlined in the ICOMOS (International Convention on Monuments and Sites) New Zealand Charter 1993;
- 12.6.4 as far as possible, when issuing concessions that give authority for other parties to carry out activities on land administered by the Department:
- (a) where the Governance Entity has advised the Department that land administered by the Department within the DOC Protocol Area contains wāhi tapu and/or wāhi taonga of Ngāti Mutunga, require concessionaires to

PART 1: PROTOCOLS: DOC PROTOCOL

conduct any activity on the land in a manner that recognises and is respectful of Ngāti Mutunga values; and

- (b) request concessionaires who intend to utilise information relating to Ngāti Mutunga to consult the Governance Entity before utilising the information;

12.6.5 inform the Governance Entity if koiwi are found in the DOC Protocol Area; and

12.6.6 when requested by the Governance Entity, seek to assist in recording and protecting wāhi tapu and wāhi taonga on land administered by the Department and, wherever possible, to ensure that they are not desecrated or damaged.

13 RESOURCE MANAGEMENT ACT

13.1 Ngāti Mutunga and the Department both have concerns about the effects of activities controlled and managed under the Resource Management Act. Areas of common interest include:

13.1.1 protection and conservation of wetlands;

13.1.2 protection of historic resources;

13.1.3 protection of native species and their ecosystems;

13.1.4 riparian management;

13.1.5 effects on freshwater fish habitat;

13.1.6 water quality management;

13.1.7 care and management of marine reserves and coastal areas; and

13.1.8 eradication of animal pests.

13.2 From time to time, the Governance Entity and the Department will seek to identify further issues of mutual interest for discussion. It is recognised that their concerns in any particular resource management issue may diverge and that each of the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

13.3 Where issues of mutual interest are identified, the Department may consult the Governance Entity on the general approach to be taken by each of Ngāti Mutunga and the Department in respect of advocacy under the Resource Management Act where the Department considers Ngāti Mutunga may have an interest, and seek to identify their respective priorities and issues of mutual concern.

13.4 The Department may:

13.4.1 have regard to the priorities and issues of mutual concern identified in making decisions in respect of advocacy under the Resource Management Act; and

13.4.2 make non-confidential resource information available to the Governance Entity to assist in improving their effectiveness in Resource Management Act advocacy work.

PART 1: PROTOCOLS: DOC PROTOCOL

14 VISITOR AND PUBLIC INFORMATION

- 14.1 The Department has a role in sharing knowledge about natural and historic heritage with visitors, satisfying their requirements for information, increasing their enjoyment and understanding of this heritage, and developing an awareness of the need for its conservation.
- 14.2 As set out in clause 14.3, in providing public information, interpretation services, and facilities for visitors on the land it manages, the Department acknowledges the association of Ngāti Mutunga with the land the Department administers within the DOC Protocol Area.
- 14.3 The Department will work at the New Plymouth Area Office level to encourage respect for Ngāti Mutunga's association with land administered by the Department within the DOC Protocol Area by:
- 14.3.1 raising public awareness of any positive conservation partnerships developed between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations and seminars;
 - 14.3.2 consulting the Governance Entity on the inclusion in Department information on new interpretation panels, signs and visitor publications within the DOC Protocol Area of acknowledgements of Ngāti Mutunga perspectives, references to the significance of the sites to Ngāti Mutunga, and traditional Ngāti Mutunga place names;
 - 14.3.3 ensuring that accurate information is provided about Ngāti Mutunga in the Department's publications by obtaining, so far as possible, the consent of the Governance Entity prior to the publication of any information substantially concerning Ngāti Mutunga that has not been obtained from the Governance Entity; and
 - 14.3.4 encouraging the participation of Ngāti Mutunga in the Department's volunteer and conservation events and programmes by informing the Governance Entity of these programmes and events.

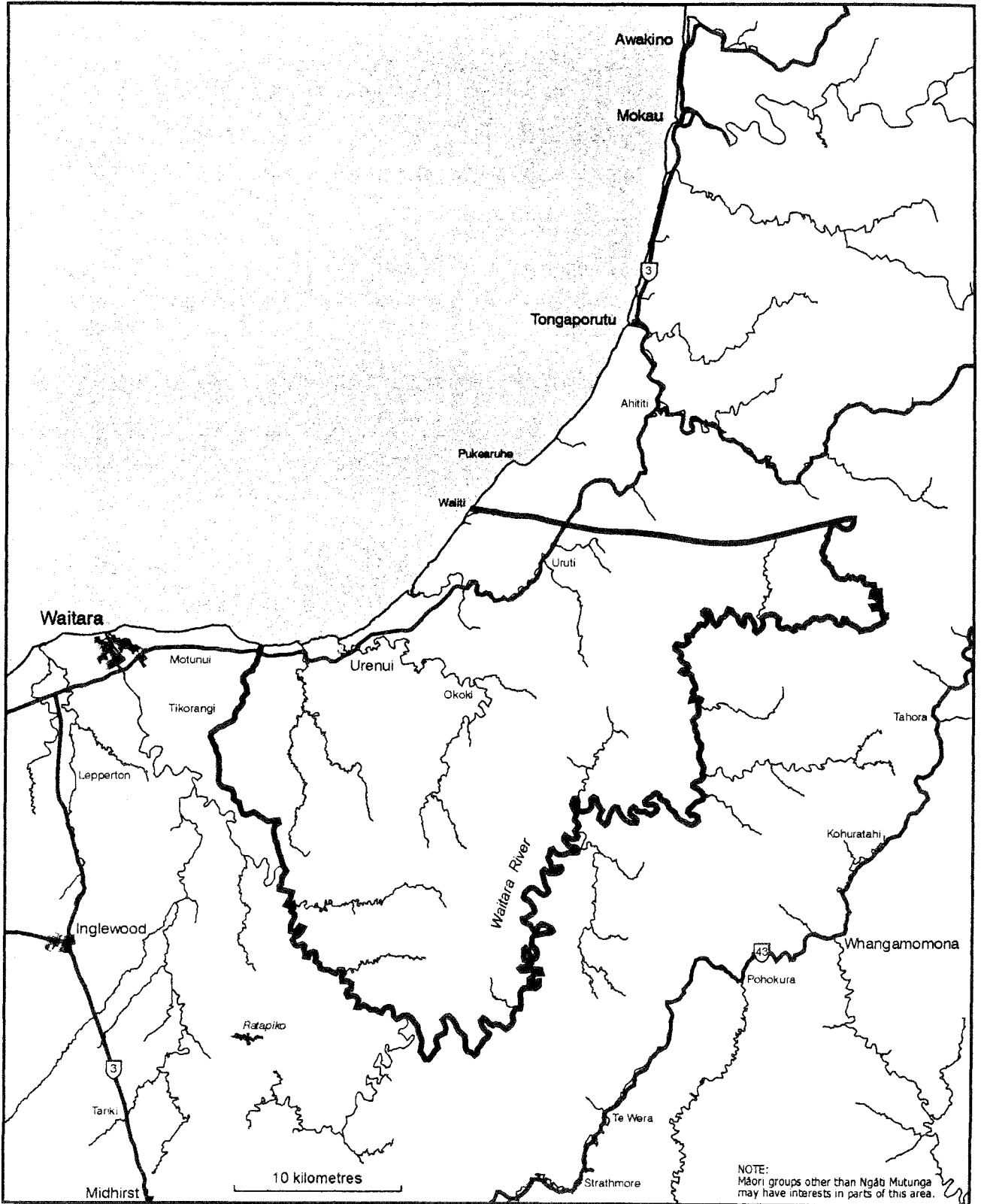
15 CONSULTATION

- 15.1 Where the Department is required to consult under clauses 8.2, 9.12, 10.2, 10.3, 11.3, 12.4, 13.3 and 14.3 of this Protocol, the basic principles that will be followed by the Department in consulting with the Governance Entity in each case are:
- 15.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;
 - 15.1.2 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;
 - 15.1.3 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; and

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

ATTACHMENT A
DOC PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

1 Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.17); and

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person including any iwi, hapū, marae, whānau, or other representative of tangata whenua (clause 9.18); and

1.1.3 this Protocol:

(a) is consistent with section 4 of the Conservation Act 1987;

(b) does not override or diminish:

(i) the requirements of the Conservation Legislation;

(ii) the functions and powers of the Minister of Conservation, or the Department of Conservation, under that legislation; or

(iii) the rights of Ngāti Mutunga, or a Representative Entity, under that legislation (clause 9.3).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.11 of the Deed of Settlement.

2 Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.1-9.16.3 of the Deed of Settlement.]

3 Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.16.4 of the Deed of Settlement.]

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

4 Noting of Protocol

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.2.1 and 9.2.2 of the Deed of Settlement.]

5 Enforcement of Protocol

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.5-9.16.7 of the Deed of Settlement.]

6 Limitation of rights

6.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.2.3 of the Deed of Settlement.]

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

ATTACHMENT C: NGĀTI MUTUNGA WĀHI TAPU AND WĀHI TAONGA SITES

Site Name	Site Description	Location	Legal Description	New Plymouth District Council Site ID	District Plan Map Number
	Wāhi tapu	Main North Road Urenui	NGATIRAHIRI 6A2A BLK VI WAITARA SD (ML 1135)	526	C7
	Wāhi tapu	Main North Road Urenui	NGATIRAHIRI 6E BLK VI WAITARA SD (ML 718)	527	C7
	Wāhi tapu	Main North Road Urenui	PT SEC 55 NGATIRAHIRI BLK WAITARA VI SD	533	C7
	Wāhi tapu	Main North Road Urenui	NGATIRAHIRI 7D BLK II WAITARA SD	601	C7
Waiau	Wāhi tapu	Main North Road Urenui	PT NGATIRAHIRI 7C BLK II WAITARA SD (ML 718 Gaz 1985 p.1097)	616	C7
Kaiateahi	Wāhi tapu	Main North Road Urenui	PT NGATIRAHIRI 7C BLK II WAITARA SD (ML 718 Gaz 1985 p.1097)	617	C7
Motuwhare	Wāhi tapu	Main North Road Urenui	NGATIRAHIRI 7D BLK II WAITARA SD (ML 718)	470	C7
	Wāhi tapu	Main North Road Urenui	LOT 1 DP 16442 PT 7D NGATIRAHIRI A BLK II WAITARA SD	528	C7
Te Rau o Te Huia	Wāhi tapu	Main North Road Urenui	SEC 11 BLK III WAITARA SD	438	A73
Otamaringa	Wāhi tapu	Onaero Beach Road Urenui	(Esplanade Res) DP 12416 & LOT 1 DP 16442	507	A73
	Wāhi tapu	Onaero Beach Road Urenui	PT LOT 3 DP 12416 (Esplanade Res), PT 6 NGATIRAHIRI BLK II WAITARA SD	506	A73
	Wāhi tapu	Sutton Road Urenui	LOT 11 DP 5090 (Rec Res) & LOT 9 DP 6685 Esplanade Reserve Onaero Beach	505	A73
	Wāhi tapu	Main North Road Urenui	WAHAPAKAPAKA 4A2C2B	623	A73
	Wāhi tapu	Main North Road Urenui	WAHAPAKAPAKA 4A2C2B	626	A73
Wahapakapaka	Wāhi tapu	Main North Road Urenui	WAHAPAKAPAKA 4A2A (ML 1335)	614	A73
	Wāhi tapu	Main North Road Urenui	WAHAPAKAPAKA 7A	620	A73
	Wāhi tapu	Main North Road Urenui	LOT 2 DP 17084	613	C7
Puketapu/Pukemiro	Wāhi tapu	Main North Road Urenui	PT 7 WAHAPAKAPAKA BLK III WAITARA SD (ML 599)	418	C7
Pukemiro/Puketapu	Wāhi tapu	Main North Road Urenui	PT 7C WAHAPAKAPAKA BLK III WAITARA SD	417	C7
	Wāhi tapu	Main North Road Urenui	SEC 82 URENUI DIST – Onaero Domain Recreation Reserve	618	C7

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

Site Name	Site Description	Location	Legal Description	New Plymouth District Council Site ID	District Plan Map Number
	Pā/Military Redoubt	Mokau Road SH 3 North Taranaki	SEC 80 URENUI DISTRICT	394	C7
	Wāhi tapu	Main North Road Urenui	SEC 81 & SEC 89 URENUI DIST	426	C7
Te Ngaio	Wāhi tapu	Main North Road Urenui	SEC 77 URENUI DIST BLK III WAITARA SD	607	C7
	Wāhi tapu	Main North Road Urenui	SECT 88 & 81 URENUI DISTRICT	416	C7
Putahi	Wāhi tapu	Ohanga Road Urenui	PT SEC 100 BLK IV WAITARA SD & LOT 1 DP 17276	440	C7/D7
	Wāhi tapu	Ohanga Road Urenui	SEC 125 URENUI DIST, BLK VII WAITARA SD	529	C7/D7
Te Ngaio	Wāhi tapu	Mataro Road Urenui	PT SEC 2 URENUI DIST (DP 1133)	427	C7/D7
Moerangi	Wāhi tapu	Mataro Road Urenui	SEC 53 URENUI DIST	430	D7
Kaitangata	Wāhi tapu	Mataro Road Urenui	SEC 50 URENUI DIST	419	D7
Taiariki	Wāhi tapu	Waiau Road Urenui	PT SEC NGATIRAHIRI 8A BLK VI WAITARA SD	500	D7
	Wāhi tapu	Hickman Road Urenui	SEC 39 URENUI DIST DP 1975	431	D7
Tumutumu	Wāhi tapu	Mataro Road Urenui	PT LOT 2 DP 788 & LOT 1 DP 16316	443	D7
	Wāhi tapu	Mataro Road Urenui	PT SEC 9 BLK VII WAITARA SD	436	D7
Takapuiaka	Wāhi tapu	Mataro Road Urenui	SEC 10A BLK VII WAITARA SD	435	D7
Ruahine	Wāhi tapu	Mataro Road Urenui	SECS 10A & 10B BLK VII WAITARA SD, SECS 2, 6 & 7 BLK XI WAITARA SD	434	D7
Oparinga	Wāhi tapu	Ohanga Road Urenui	LOT 1 DP 18476 (LOT 2 DP 18062)	442	D7
	Wāhi tapu	Otaraua Road Waitara District	SEC 17 WAITARA XV SD	573	E7
	Wāhi tapu	Mokau Road SH 3 North Taranaki	LOT 2 DP 5904 & LOT 4 DP 18328	624	A74
Te Pihanga	Wāhi tapu	Whakapaki Street Urenui	PT LOT 2 DP 5904	362	A74
	Wāhi tapu	Dowman Street Urenui	LOT 1 DP 12851 & LOT 5 DP 7622	622	A74
	Wāhi tapu	Ritimona Street Urenui	SECS 114 & 115 TOWN OF URENUI Pt Urenui Domain Recreation Reserve (Gaz 1983 p.1871)	475	A74
Kumara Kai Amo	Wāhi tapu	Urenui Township	LOTS 1-5 DP 17842, LOTS 1 DP 5107, LOTS 1 & 2 DP 10663, SEC 69-72 & 78 URENUI TOWNSHIP, SEC 80 & 84-90, SEC 94- 107 & 111, 113 URENUI TOWNSHIP LOTS 1 & 2 DP 11000, LOTS 1, 2, 3, 4 & 5 DP 10775 DP 4272, LOTS 1, 2, & 3 DP 5447	406	A74

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

Site Name	Site Description	Location	Legal Description	New Plymouth District Council Site ID	District Plan Map Number
	Wāhi tapu	Beach Road Urenui	SEC 29 URENUI TOWN BELT SO 11674 Urenui Domain Recreation Reserve (Gaz 1983 p 1871)	610	A74
Pohokura	Wāhi tapu	Whakapaki Street Urenui	SEC 29 URENUI TOWN BELT SO 11674 Urenui Domain Recreation Reserve (Gaz 1983 p 1871)	342	A74
Birth place of Te Rangihiroa	Wāhi tapu	Beach Road Urenui	SEC 29 URENUI TOWN BELT SO 11674 Urenui Domain Recreation Reserve (Gaz 1983 p 1871)	625	A74
Pawawa	Wāhi tapu	Main North Road Urenui	LOT 1 DP 5484	407	A74
	Wāhi tapu	Main North Road Urenui	LOT 1 DP 5484	408	A74
Te Kawa	Wāhi tapu	Mokau Road SH 3 North Taranaki	LOT 1 DP 15238, PT SEC 7 URENUI DIST	410	A74
Oropapa	Wāhi tapu	Beach Road Urenui	LOT 5 DP 13438	340	C7/C8
Maruwehi	Wāhi tapu	Beach Road Urenui	LOTS 1 & 5 DP 13438 (Pt Urenui Domain Recreation Reserve Gaz 1983 p.1871)	341	C7/C8
Maruwehi	Wāhi tapu	Beach Road Urenui	PT 2B2 URENUI BLK	357	C7/C8
	Wāhi tapu	Beach Road Urenui	LOT 1 DP 15554	548	C7/C8
Te Urenui	Wāhi tapu	Beach Road Urenui	URENUI 2B1	343	C7/C8
Moeariki	Wāhi tapu	Mokau Road SH 3 North Taranaki	SEC 7 URENUI DIST DP 3809	411	C7/C8
	Wāhi tapu	Mokau Road SH 3 North Taranaki	LOT 1 DP 16147	409	C8
Oringowhiro	Wāhi tapu	Mokau Road SH 3 North Taranaki	URENUI 1D1 & 1D2B BLK IV WAITARA SD	360	C8
Tautaratuhi	Wāhi tapu	Mokau Road SH 3 North Taranaki	URENUI 1A PT SUB 3 SEC 24 BLK IV WAITARA – Maori Reserve	606	C8
Te Mutu o Tauranga	Wāhi tapu	Beach Road Urenui	LOT 4 & 5 DP 13438	358	C8
Otumoana	Wāhi tapu	Mokau Road SH 3 North Taranaki	SEC 9 URENUI DIST, DP 3809	412	C8
Manowhareiti	Wāhi tapu	Mokau Road SH 3 North Taranaki	PT SEC 9 URENUI DIST, DP 3809	469	C8
	Wāhi tapu	Kaipikari Road Urenui	SEC 28 URENUI DIST	420	D7
	Wāhi tapu	Kaipikari Road Urenui	SEC 25 URENUI DIST	437	D7
Tikorangi	Wāhi tapu	Hickman Road Urenui	PT SEC 34, 35 & 37 URENUI DIST	432	D7
	Wāhi tapu	Avenue Road Urenui	PT SEC 61 URENUI DIST (ML 864)	446	C8

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

Site Name	Site Description	Location	Legal Description	New Plymouth District Council Site ID	District Plan Map Number
Okoki	Wāhi tapu	Mokau Road SH 3 North Taranaki	SEC 54, BLK IV, WAITARA SD. Okoki Pa Historic Reserve	359	C8
	Wāhi tapu	Avenue Road Urenui	SEC 61 URENUI DIST	447	C8
	Wāhi tapu	Avenue Road Urenui	SEC 62 & 63 URENUI DIST	378	C8
	Wāhi tapu	Avenue Road Urenui	SEC 64 URENUI DIST	445	C8
Taumutu	Wāhi tapu	Mokau Road SH 3 North Taranaki	URENUI 7A2, 6C2 & 6A	619	C8
	Wāhi tapu	Mokau Road SH 3 North Taranaki	LOT 7B & 7A2 SUB 3 SEC 24 BLK IV WAITARA SD (ML 1449)	369	C8
	Wāhi tapu	Okoki Road Uruti	SUB 2B SEC 25 BLK IV WAITARA SD (ML 1594)	444	C8
Pukekohe	Wāhi tapu	Carrs Road Urenui	LOT 1 DP 8692	339	C8
	Wāhi tapu	Carrs Road Urenui	LOT 1 DP 8692	348	C8
	Wāhi tapu	Waitoetoe Road Uruti	LOTS 2 & 3 DP 11602 (ML 1077, ML 1462 Gaz 1984 p.945)	361	C8
Tupari	Wāhi tapu	Mokau Road SH 3 North Taranaki	TUPARI 28C, 28D, 28E & PT SUBDN B OF SEC 26 BLK IV WAITARA SD (ML 583)	351	C8
Kaipikari	Wāhi tapu	Kaipikari Road Urenui	KAIPIKARI 15A BLK, URENUI DIST, BLK V III WAITARA SD - Maori Reservation	603	D8
Kaipikari	Wāhi tapu	Kaipikari Road Urenui	KAIPIKARI 20 URENUI DIST, LOT A DP 2170 (ML 1695)	433	D8
Pukewhakamaru	Wāhi tapu	Okoki Road Uruti	SEC 7 BLK V III WAITARA SD	414	D8
Tutumanuka	Wāhi tapu	Okoki Road Uruti	LOTS 1 & 2 DP 18267	415	D8
	Wāhi tapu	Okoki Road Uruti	PT SEC 10 BLK V III WAITARA SD	413	D8
Pukewhakamaru	Wāhi tapu	Okoki Road Uruti	SEC 11 BLK V III WAITARA SD	491	D8
	Wāhi tapu	Okoki Road Uruti	SEC 11 BLK V III WAITARA SD	612	D8
Tutanganui	Wāhi tapu	Kaipikari Road Urenui	SEC 5 BLK VII & SEC 5 BLK VIII WAITARA SD (ML 134)	604	D8
Te Uruuru	Wāhi tapu	Kaipikari Road Urenui	SEC 5 BLK VII & SEC 5 BLK VIII WAITARA SD (ML 134)	605	D8
Whakairangi	Wāhi tapu	Kaipikari Road Urenui	SEC 16 BLK VIII WAITARA SD DP 2104	458	D8
Tuahu	Wāhi tapu	Kaipikari Road Urenui	SEC 6 & 8 BLK XII WAITARA SD	611	D8
	Wāhi tapu	Otaraua Road Waitara District	SEC 23 BLK XV WAITARA SD - State Forest (Gaz 1900 p.160)	594	E8

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

Site Name	Site Description	Location	Legal Description	New Plymouth District Council Site ID	District Plan Map Number
Whakaahu	Wāhi tapu	Waitoetoe Road Uruti	MIMI 23D2A PT SEC 17 BLK IV WAITARA SD	338	C8
	Wāhi tapu	Waitoetoe Road Uruti	MIMI 23B, BLK IV WAITARA SD	561	C8
Awapawanui	Wāhi tapu	Waitoetoe Road Uruti	MIMI 23B, 23D2A, 23C, 23D2B3 BLK IV WAITARA SD	337	C8
Omihi	Wāhi tapu	Pukearuhe Road Wai-iti	MIMI 23B BLK IV WAITARA SD	336	C8
	Wāhi tapu	Waitoetoe Road Uruti	ADJACENT MIMI 23D2A	608	C8
	Wāhi tapu	Johnson Road Uruti	PT WAIROA 61A & 61C (ML 1296)	556	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	MIMI 23D2B2 & 23D2B3 WAITARA SD	397	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	MIMI 23D1	621	C8
	Wāhi tapu	Mimi Road Uruti	SEC 38 & 39 PUKEARUHE DIST DP 3105	396	C8
Maketu	Wāhi tapu	Pukearuhe Road Wai-iti	LOT 1 DP 19749	562	C8
Waiora	Wāhi tapu	Johnson Road Uruti	PT SEC 61A & 61C BLK IV WAITARA SD	365	C8
	Wāhi tapu	Johnson Road Uruti	LOT 1 DP 4748 PUKEARUHE DIST	560	C8
	Wāhi tapu	Johnson Road Uruti	PT LOTS 1 & 2 DP 4748 PUKEARUHE DIST	344	C8
	Wāhi tapu	Johnson Road Uruti	LOT 2 DP 4748 PUKEARUHE DIST	559	C8
	Wāhi tapu	Johnson Road Uruti	LOT 2 DP 4748 PUKEARUHE DIST	557	C8
	Wāhi tapu	Johnson Road Uruti	LOT 2 DP 4748 PUKEARUHE DIST	558	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	PT LOT 3 DP 4748 PUKEARUHE DIST	368	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	SECT 60 PUKEARUHE DIST	366	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	SECT 59 & 61 PUKEARUHE DIST	367	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	PT SECT 59 PUKEARUHE DIST	615	C8
Ahipatiki	Wāhi tapu	Pukearuhe Road Wai-iti	PT LOT 2 DP 8032	346	C8
	Pā/Military Redoubt	Mimi Road Uruti	DP 14249, ML 1109	547	C8
	Wāhi tapu	Mimi Road Uruti	PT MIMI 4B1 & PT MIMI GORGE SCIENTIFIC RESERVE LOTS 1 & 2 DP 14249	546	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	PT LOT 2 DP 6193	345	C8
Teke Teke o Terehua	Wāhi tapu	Mimi Road Uruti	PT 5B BLK I UPPER WAITARA SD	347	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	LOT 1 DP 6193	373	C8
	Wāhi tapu	Mokau Road SH 3 North Taranaki	PT SEC 8 BLK I UPPER WAITARA SD SO 8499, SO 347	544	C8/C9
	Wāhi tapu	Mokau Road SH 3 North Taranaki	PT MIMI BLK I UPPER WAITARA SD (ML 1313)	602	C8

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE


PART 1: PROTOCOLS: DOC PROTOCOL

Site Name	Site Description	Location	Legal Description	New Plymouth District Council Site ID	District Plan Map Number
	Wāhi tapu	Wharekauri Road Urenui	SUB 1 OF 18 SEC 6 BLK I UPPER WAITARA SD, DP 19175	363	C8
	Wāhi tapu	Wharekauri Road Urenui	SEC 6 BLK I UPPER WAITARA SD, DP 19175	374	C8
	Wāhi tapu	Wharekauri Road Urenui	PT SEC 6 BLK I UPPER WAITARA SD, DP 19175	376	C8
	Wāhi tapu	Wharekauri Road Urenui	PT SEC 6 BLK I UPPER WAITARA SD, DP 19175	364	C8
	Wāhi tapu	Mokau Road SH 3 North Taranaki	PT SEC 9 BLK I UPPER WAITARA SD	468	C8/C9
Toki Kinikini	Wāhi tapu	Mangamaio Road Uruti	PT SECS 9 & 10 BLK I UPPER WAITARA SD	349	C8/C9
	Wāhi tapu	Mokau Road SH 3 North Taranaki	PT SEC 10 BLK I UPPER WAITARA SD	609	C8/C9
	Wāhi tapu	Mangamaio Road Uruti	PT SEC 9 BLK I UPPER WAITARA SD	350	C8/C9
	Wāhi tapu	Mokau Road SH 3 North Taranaki	SEC 32 BLK I UPPER WAITARA & PT SEC 1 BLK XI MIMI SD	372	C9
	Wāhi tapu	Nopera Road Uruti	SEC 27 PUKEARUHE DIST DP 2043	370	C9
Nopera	Wāhi tapu	Nopera Road Uruti	SEC 25 PUKEARUHE DIST DP 2043	289	C9
	Wāhi tapu	Wai-iti Road Uruti	PT SEC 1 BLK X MIMI SD	296	C9
Pukekahu	Wāhi tapu	Wai-iti Road Uruti	SEC 66 & 67 PUKEARUHE DIST	371	C9
	Wāhi tapu	Pukearuhe Road Wai-iti	PT SEC 55 & 56 DP 3367 PUKEARUHE DIST	333	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	PT SEC 55 PUKEARUHE DIST DP 2666	297	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	PT SEC 55 & PT SEC 56 DP 3367	262	C8
Ruatiki	Wāhi tapu	Pukearuhe Road Wai-iti	PT SEC 55 PUKEARUHE DIST	261	C8
Te Puke Karito	Wāhi tapu	Pukearuhe Road Wai-iti	PT 44 PUKEARUHE DIST	288	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	LOT 1 DP 16136 PUKEARUHE DIST	295	C8
	Wāhi tapu	Wai-iti Road Uruti	LOT 1 DP 16136	256	C8
	Wāhi tapu	Pukearuhe Road Wai-iti	PT SEC 54 PUKEARUHE DIST (ML 753)	259	C8
Wai-iti	Wāhi tapu	Pukearuhe Road Wai-iti	PT SEC 54B2 WAI-ITI PUKEARUHE DIST (ML 1167 Maori Reserve Gaz 1992 p.1175)	334	C8
Wai-iti	Wāhi tapu	Pukearuhe Road Wai-iti	PT SEC 54 WAI-ITI PUKEARUHE DIST (ML 753)	335	C8
	Wāhi tapu	Wai-iti Road Uruti	SEC 54 WAI-ITI PUKEARUHE DIST (ML 753)	260	C8/C9
	Wāhi tapu	Pukearuhe Road Wai-iti	DP 2676 PT LOT G DP 6726	282	C8/C9

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: DOC PROTOCOL

Site Name	Site Description	Location	Legal Description	New Plymouth District Council Site ID	District Plan Map Number
	Military Redoubt	Wai-iti Road Uruti	LOT 1 DP 13850	293	C8/C9
	Wāhi tapu	Wai-iti Road Uruti	LOT 1 DP 13850	281	C9
	Wāhi tapu	Rowe Road Uruti	LOT D DP 2676	287	C9
	Wāhi tapu	Rowe Road Uruti	LOT D DP 2676	286	C9
Ruapukeaka	Wāhi tapu	Wai-iti Road Uruti	SEC 65 BLK X MIMI SD	290	C9
Kaihuahua		Rerekino Road Waitara District	SEC 4 BLK VII UPPER WAITARA SD	255	D10



FISHERIES PROTOCOL

(Clause 9.4)

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: FISHERIES PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES REGARDING INTERACTION WITH NGĀTI MUTUNGA ON FISHERIES ISSUES

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Ngāti Mutunga and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Fisheries (the "**Minister**") would issue a protocol (the "**Fisheries Protocol**") setting out how the Ministry of Fisheries (the "**Ministry**") will interact with the Ngāti Mutunga Governance Entity (the "**Governance Entity**") in relation to matters specified in the Fisheries Protocol. These matters are:
- 1.1.1 recognition of the interests of Ngāti Mutunga in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area;
 - 1.1.2 development of sustainability measures, fisheries regulations and fisheries plans;
 - 1.1.3 customary non-commercial fisheries management;
 - 1.1.4 research planning;
 - 1.1.5 nature and extent of fisheries services;
 - 1.1.6 contracting for services;
 - 1.1.7 employment of staff with customary non-commercial fisheries responsibilities; and
 - 1.1.8 changes to policy and legislation affecting this Protocol.
- 1.2 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of the whānau, hapū and iwi of Ngāti Mutunga who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Ngāti Mutunga has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries. This derives from the status of Ngāti Mutunga as tangata whenua in the Fisheries Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
- 1.4 The Ministry and the Governance Entity are seeking a relationship consistent with the Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol, as set out in this Fisheries Protocol.
- 1.5 The Minister and the Chief Executive of the Ministry (the "**Chief Executive**") have certain functions, powers and duties in terms of the Fisheries Act 1996 and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngāti Mutunga and the Ministry consistent with the Ministry's obligations as set out in clause 1.3, this Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: FISHERIES PROTOCOL

with this Protocol, the Governance Entity will have the opportunity for input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.

- 1.6 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Ngāti Mutunga or with another iwi or hapū with interests inside the Protocol Area on matters that could affect Ngāti Mutunga interests.

2. PROTOCOL AREA

- 2.1 This Fisheries Protocol applies across the Fisheries Protocol Area which means the area identified in the map included in Attachment A of this Protocol, together with the adjacent waters.

3. TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [] of the [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") that implements clause 9.4 of the 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 Ministry will maintain effective consultation processes and communication networks with the Governance Entity by:

4.1.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of Ngāti Mutunga, addresses and contact details; and

4.1.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff.

- 4.2 The Ministry will:

4.2.1 meet with the Governance Entity to review implementation of this Protocol at least once a year, unless otherwise agreed, at a location agreed to in advance by the Governance Entity and the Ministry;

4.2.2 as far as reasonably practicable, ensure relevant employees within the Ministry are aware of the purpose, content and implications of the Fisheries Protocol;

4.2.3 as far as reasonably practicable, provide Ngāti Mutunga with the opportunity to train relevant Ministry staff on the values and practices of Ngāti Mutunga; and

4.2.4 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Ngāti Mutunga settlement, and provide on-going information as required.

PART 1: PROTOCOLS: FISHERIES PROTOCOL

5 SPECIES OF FISH, AQUATIC LIFE AND SEAWEED

Taonga Fish Species

- 5.1 The Crown, through the Minister and Chief Executive, recognises that Ngāti Mutunga have a customary non-commercial interest in, and a special relationship with, all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area and managed by the Ministry under the Fisheries Act 1996.

Prohibition on the taking of certain species for commercial purposes unless specially authorised

- 5.2 Pursuant to clause 12.1 of the Deed of Settlement, the taking of the following species as target species for commercial purposes is, or will be from the Settlement Date, prohibited within the Fisheries Protocol Area, namely:

- (a) cats eye, *turbo smaragdus* (pūpū);
- (b) freshwater mussel, *hyridella menziesi* (kakahi);
- (c) sea anemone, *actinia group* (kotoretore);
- (d) sea lettuce, *ulva lactuca* (karengo);
- (e) lamprey, *geotria australis* (piharau); and
- (f) freshwater crayfish, *paranephrops planifrons* (waikōura).

- 5.3 Pursuant to clause 12.3 of the Deed of Settlement:

5.3.1 if it is demonstrated to the satisfaction of the Minister that there are sufficient quantities of any of the species referred to in clause 5.2 to provide for a commercial catch of that species, the Minister will consult with the advisory committee referred to in clause 9.19 of the Deed of Settlement in respect of any proposal to authorise the commercial taking of that species (a “**Protected Target Species Commercial Catch Proposal**”) in accordance with:

- (a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
- (b) section 12 of the Fisheries Act 1996;

5.3.2 the Minister will, in considering a Protected Target Species Commercial Catch Proposal, ensure that the customary non-commercial fishing interests of Ngāti Mutunga in the species concerned are recognised and provided for in accordance with:

- (i) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
- (ii) where the Protected Target Species Commercial Catch Proposal relates to the setting or varying of the Total Allowable Commercial Catch, section 21 of the Fisheries Act 1996.

PART 1: PROTOCOLS: FISHERIES PROTOCOL

Tuna/Eels

- 5.4 The Ministry recognises that Ngāti Mutunga have a customary non-commercial interest in the tuna (eel) fishery within the Fisheries Protocol Area and in particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna.
- 5.5 Pursuant to clause 12.8 of the Deed of Settlement, in each of the three years after the Settlement Date, upon receipt of written notice that the Governance Entity intends to apply to the Minister for a special permit under section 97 of the Fisheries Act 1996, Ministry staff shall meet with representatives of the Governance Entity at a mutually acceptable venue, and consult with the Governance Entity on:
- 5.5.1 the maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken under section 97 of the Fisheries Act 1996 (the "Permitted Catch") from each of not more than three sites within the Fisheries Protocol Area specified by the Governance Entity to the Ministry in writing (up to a maximum of nine sites during the three year period after the Settlement Date); and
- 5.5.2 the likely conditions of any Permitted Catch, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch in:
- (a) waterways in the Fisheries Protocol Area; and
- (b) aquacultural farms.
- 5.6 The Ministry will consider, in accordance with the relevant legislation and operational processes, any application from the Governance Entity for a special permit to take undersized tuna (elvers or glass eels) from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 5.7 For the purposes of clauses 5.3 to 5.5:
- 5.7.1 tuna (eel) is defined as:
- (a) *Anguilla dieffenbachii* (longfinned eel);
- (b) *Anguilla australis* (shortfinned eel); and
- (c) *Anguilla rheinhartii* (Australian longfinned eel); and
- 5.7.2 undersized tuna (eel) is tuna (eel) with a weight less than the minimum weight prescribed for the taking of tuna (eel) by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

PART 1: PROTOCOLS: FISHERIES PROTOCOL

6 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS AND CONSULTATION

6.1 If the Ministry is exercising powers or functions under the Fisheries Act 1996 or the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 relating to the setting of sustainability measures, or the making of fisheries regulations, or the development/implementation of a fisheries plan for the purposes of section 11A of the Fisheries Act 1996 (a "Fisheries Plan"), for any species of fish, aquatic life or seaweed within the Fisheries Protocol Area, the Ministry must:

6.1.1 provide the Governance Entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of Fisheries Plans;

6.1.2 inform the Governance Entity, in writing, of any proposed changes in relation to:

6.1.2.1 the setting of sustainability measures;

6.1.2.2 the making of fisheries regulations; and

6.1.2.3 the development/implementation of Fisheries Plans,

as soon as reasonably practicable to enable Ngāti Mutunga to respond in an informed way;

6.1.3 provide the Governance Entity at least 30 working days from receipt of the written information described in clause 6.1.2 in which to respond, verbally or in writing, to any such proposed changes;

6.1.4 as far as reasonably practicable, meet with the Governance Entity to discuss any proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, if requested by the Governance Entity to do so;

6.1.5 incorporate the views of the Governance Entity into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans that affect the Governance Entity's interests, and provide a copy of that advice to the Governance Entity; and

6.1.6 report back to the Governance Entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans.

7 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

7.1 The Ministry undertakes to provide the Governance Entity with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:

7.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area; and

7.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area.

PART 1: PROTOCOLS: FISHERIES PROTOCOL

8 RESEARCH PLANNING PROCESS

- 8.1 The Ministry will provide the Governance Entity with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.
- 8.2 The Ministry will consult with the Governance Entity on all research proposals for fisheries within the Fisheries Protocol Area.
- 8.3 The Ministry will provide the Governance Entity, within 30 working days of the execution of the Fisheries Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time, the Ministry will inform the Governance Entity about those changes.

9 NATURE AND EXTENT OF FISHERIES SERVICES

- 9.1 The Ministry will each year consult with the Governance Entity on the Ministry's annual business plan.
- 9.2 The Ministry will provide the Governance Entity with the opportunity to put forward proposals for the provision of services that the Governance Entity deem necessary for the management of fisheries within the Fisheries Protocol Area.

10 CONTRACTING FOR SERVICES

- 10.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.

11 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 11.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Ngāti Mutunga within the Fisheries Protocol Area.
- 11.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Ngāti Mutunga, and may be achieved by one or more of the following:
- 11.2.1 consultation on the job description and work programme;
- 11.2.2 direct notification of the vacancy;
- 11.2.3 consultation on the location of the position; and
- 11.2.4 input into the selection of the interview panel.

12 CONSULTATION

- 12.1 Where the Ministry is required to consult under clauses 5.5, 8.2, 9.1 and 10.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: FISHERIES PROTOCOL

- 12.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 12.1.2 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;
 - 12.1.3 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; and
 - 12.1.4 ensuring that the Ministry 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.
- 12.2 Where the Ministry has consulted with the Governance Entity as specified in clause 12.1, the Ministry will report back to the Governance Entity on the decision made as a result of any such consultation.

13 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 13.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:
- 13.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
 - 13.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and
 - 13.1.3 report back to the Governance Entity on the outcome of any such consultation.

14 DEFINITIONS

- 14.1 In this Protocol:

Crown means Her Majesty the Queen 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 Heads of Agreement;

Governance Entity means *[Insert name and description]*;

Ngāti Mutunga has the meaning set out in clause 1.5 of the Deed of Settlement;

Protocol means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: FISHERIES PROTOCOL

ISSUED on []

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

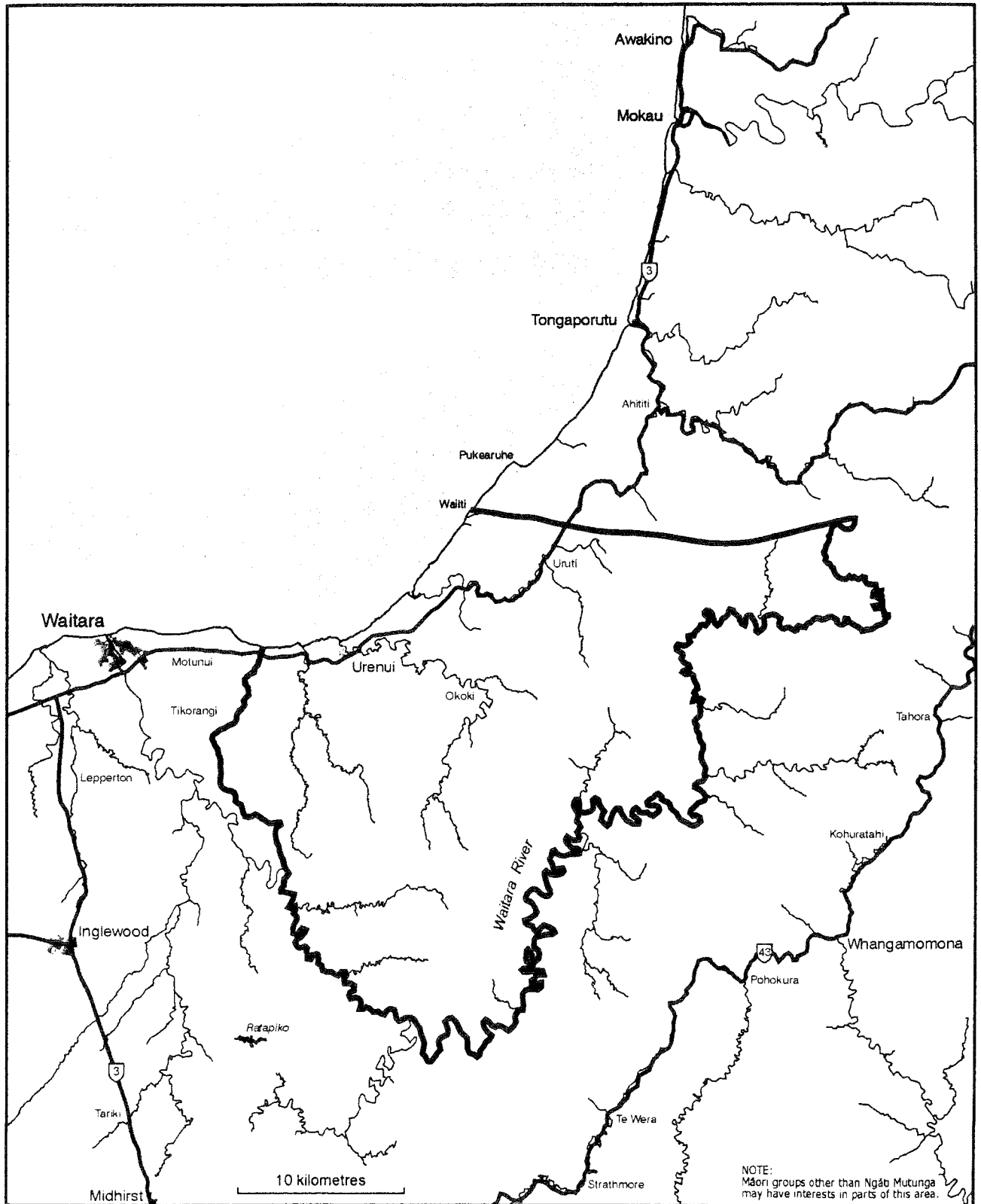
[Signature]

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT A

FISHERIES PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

1 Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.17);

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person including any iwi, hapū, marae, whānau, or other representative of tangata whenua (clause 9.18); and

1.1.3 this Protocol does not override or diminish:

(a) the requirements of the Fisheries Act 1996;

(b) the functions and powers of the Minister of Fisheries, or the Ministry of Fisheries, under that Act; or

(c) the rights of Ngāti Mutunga, or a Representative Entity, under that Act (clause 9.6).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.11 of the Deed of Settlement.

2 Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.1-9.16.3 of the Deed of Settlement.]

3 Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.16.4 of the Deed of Settlement.]

4 Noting of Protocol

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.5.1 and 9.5.2 of the Deed of Settlement.]

PART 1: PROTOCOLS: FISHERIES PROTOCOL

5 Enforcement of Protocol

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.5-9.16.7 of the Deed of Settlement.]

6 Limitation of rights

6.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.5.3 of the Deed of Settlement.]

MED PROTOCOL

(Clause 9.7)

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY
REGARDING CONSULTATION WITH NGĀTI MUTUNGA BY THE MINISTRY OF
ECONOMIC DEVELOPMENT ON THE ADMINISTRATION OF CROWN OWNED
MINERALS**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Ngāti Mutunga and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy (the “**Minister**”) would issue a Protocol (the “**MED Protocol**”) setting out how the Ministry of Economic Development (the “**Ministry**”) will consult with the Ngāti Mutunga Governance Entity (the “**Governance Entity**”) on matters specified in the MED Protocol.
- 1.2 Both the Ministry and Ngāti Mutunga are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 The purpose of the Crown Minerals Act 1991 (the “**Act**”) is to restate and reform the law relating to the management of Crown Owned Minerals. Section 4 of 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.
- 1.4 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This MED Protocol will affect the Ministry’s administration of the Act in the MED Protocol Area.

2 PURPOSE OF THIS PROTOCOL

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

3 PROTOCOL AREA

- 3.1 This MED Protocol applies across the MED Protocol Area which means the area identified in the map included in Attachment A of this MED Protocol together with the adjacent waters.

4 TERMS OF ISSUE

- 4.1 This MED Protocol is issued pursuant to section [] of [*insert the name of the Settlement Legislation*] (the “**Settlement Legislation**”) that implements clause 9.7 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This MED Protocol must be read subject to the terms of issue set out in Attachment B.

PART 1: PROTOCOLS: MED PROTOCOL

5 CONSULTATION

5.1 The Minister will ensure that the Governance Entity is consulted by the Ministry:

New minerals programmes in respect of petroleum

5.1.1 on the preparation of new minerals programmes in respect of petroleum which relate, whether wholly or in part, to the MED Protocol Area;

Petroleum exploration permit block offers

5.1.2 on the planning of any proposed petroleum exploration permit block offer, which relates, whether wholly or in part, to the MED Protocol Area;

Other petroleum exploration permit applications

5.1.3 when any application for a petroleum exploration permit is considered, which relates, whether wholly or in part, to the MED Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.2;

Amendments to petroleum exploration permits

5.1.4 where any application to amend a petroleum exploration permit, by extending the land or minerals to which the permit relates, is considered, where the application relates, wholly or in part, to the MED Protocol Area;

New minerals programme in respect of minerals other than petroleum

5.1.5 on the preparation of new minerals programmes in respect of Crown Owned Minerals other than petroleum, which relate, whether wholly or in part, to the MED Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

5.1.6 on the planning of a competitive tender allocation of a permit block (being a specific area with defined boundaries available for allocation as a permit in accordance with the Minerals Programme for Coal, and the Minerals Programme for Minerals other than coal and petroleum), which relates, whether wholly or in part, to the MED Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

5.1.7 when any application for a permit in respect of Crown Owned Minerals other than petroleum is considered, which relates, whether wholly or in part, to the MED Protocol Area;

5.1.8 except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under clause 5.1.6;

Amendments to permits for Crown owned minerals other than petroleum

5.1.9 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 considered; and

5.1.10 where the application relates, wholly or in part, to the MED 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 the Governance Entity, and having regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, particularly as those principles

PART 1: PROTOCOLS: MED PROTOCOL

are set out in the relevant minerals programme from time to time, and taking into account the circumstances of each case.

6 IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by exploration for Crown Owned Minerals. The Ministry will consult with the Governance Entity in accordance with this Protocol and in accordance with the relevant minerals programme if exploration in the MED Protocol area may affect the interests of Ngāti Mutunga.
- 6.2 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 6.2.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this MED Protocol;
 - 6.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this MED Protocol;
 - 6.2.3 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 described in clause 5 of this MED Protocol; and
 - 6.2.4 ensuring that the Ministry 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 described in clause 5 of this MED Protocol.
- 6.3 Where, in response to the Ministry's obligation to consult under clause 5 of this MED Protocol, the Governance Entity has requested that land be excluded from an application or proposed block offer, or has made other requests affecting the grant of a permit application or an amendment to a permit, the Governance Entity will be informed in writing of the Minister's decision concerning the request(s).
- 6.4 The Ministry will seek to fulfil its obligations under this MED Protocol by:
- 6.4.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
 - 6.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this MED Protocol;
 - 6.4.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this MED Protocol; and
 - 6.4.4 providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this MED Protocol;

7 DEFINITIONS

7.1 In this MED Protocol:

Act means the Crown Minerals Act 1991;

Crown means Her Majesty the Queen 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 Mineral means any mineral (as defined below) that is the property of the Crown in accordance with sections 10 and 11 of the Act or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

Deed of Settlement means the Deed of Settlement dated [] between the Crown and Ngāti Mutunga;

Governance Entity means *[insert name and description]*;

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 (including coal and petroleum), precious stones, industrial rocks and building stones within the meaning of the Act and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister of Energy;

Ministry means the Ministry of Economic Development;

Ngāti Mutunga has the meaning set out in clause 1.5 of the Deed of Settlement;

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 hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and one or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide;

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 in the same or an adjacent area; and

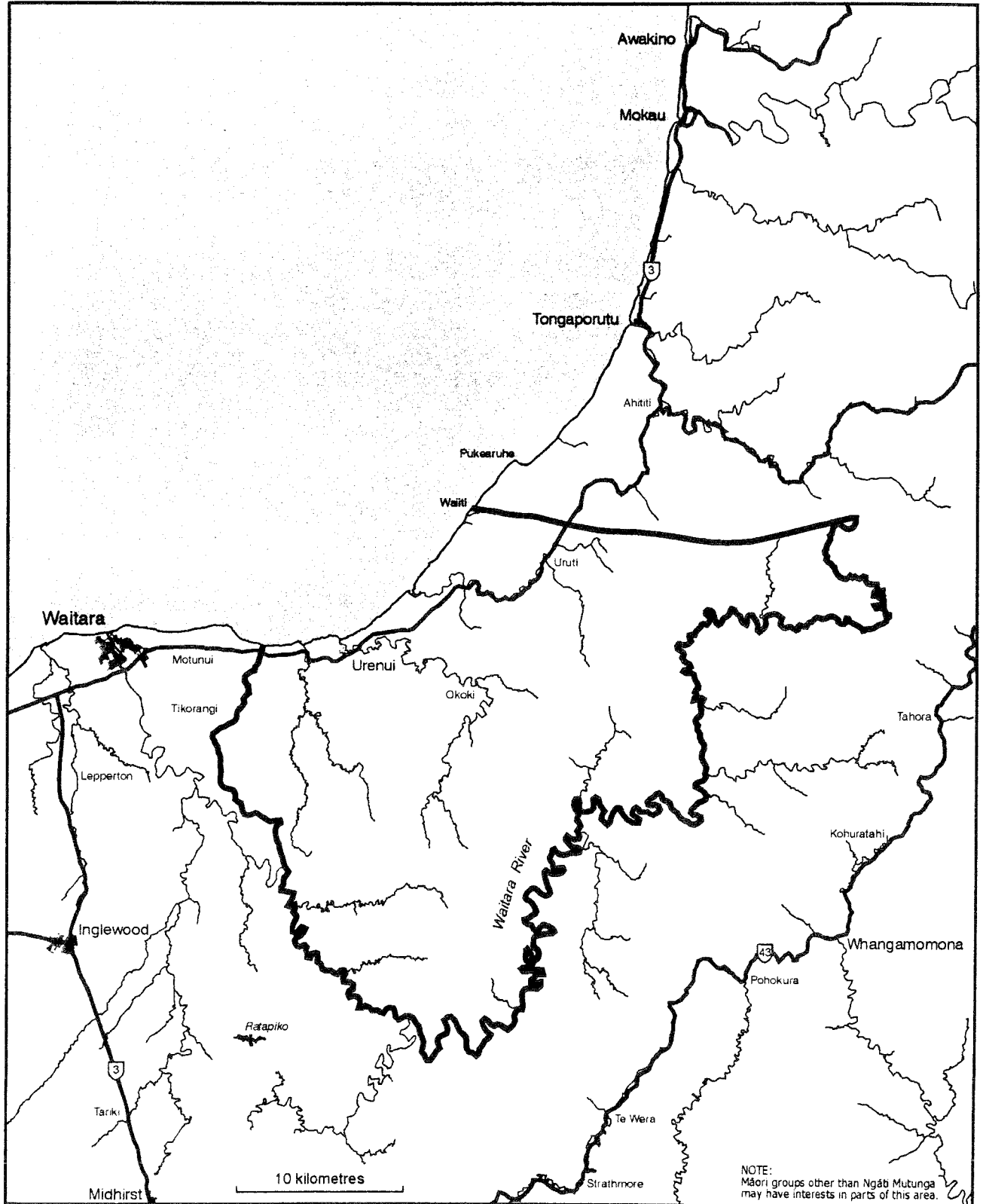
Protocol means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this MED Protocol.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: MED PROTOCOL

ATTACHMENT A

MED PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

This MED Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

1 Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.17); and

1.1.2 this MED Protocol does not restrict the ability of the Crown to interact or consult with any person including any iwi, hapū, marae, whānau, or other representative of tangata whenua (clause 9.18); and

1.1.3 this MED Protocol:

(a) is consistent with section 4 of the Crown Minerals Act 1991;

(b) does not override or diminish:

(i) the requirements of that Act;

(ii) the functions and powers of the Minister of Energy, or the Ministry of Economic Development, under that Act; or

(iii) the rights of Ngāti Mutunga, or a Representative Entity, under that Act (clause 9.9).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.11 of the Deed of Settlement.

2 Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.1-9.16.3 of the Deed of Settlement]

3 Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.16.4 of the Deed of Settlement]

4 Noting of Protocol

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.8.1 and 9.8.2 of the Deed of Settlement]

5 Enforcement of Protocol

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.5-9.16.7 of the Deed of Settlement]

6 Limitation of rights

6.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.8.3 of the Deed of Settlement]

ANTIQUITIES PROTOCOL

(Clause 9.10)

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

AN ANTIQUITIES PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGĀTI MUTUNGA ON ANTIQUITIES ISSUES

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Ngāti Mutunga 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 “**Antiquities Protocol**”) setting out how the Minister and the Chief Executive of the Ministry for Culture and Heritage (the “**Chief Executive**”) will interact with the Ngāti Mutunga Governance Entity (the “**Governance Entity**”) on matters specified in the Antiquities Protocol. These matters are:
 - 1.1.1 newly found Artifacts;
 - 1.1.2 the removal of Artifacts from New Zealand; and
 - 1.1.3 the Antiquities Act 1975.
- 1.2 The Minister and the Chief Executive or other such persons acting in those capacities, and Ngāti Mutunga are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this Antiquities Protocol, as set out in this Antiquities Protocol.
- 1.3 The purpose of the Antiquities Act 1975 (the “**Act**”) is to ‘provide for the better protection of antiquities, to establish and record the ownership of Māori artifacts, and to control the sale of artifacts within New Zealand’ found after the commencement of the Act, namely 1 April 1976.
- 1.4 Ngāti Mutunga has an interest in relation to the preservation, protection and management of its Artifacts through its tino rangatiratanga and kaitiakitanga. This derives from Ngāti Mutunga’s status as tangata whenua in the Antiquities Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.5 The Minister and Chief Executive have certain functions, powers and duties in terms of the Act. In exercising such functions, powers and duties, the Minister and Chief Executive will provide the Governance Entity with the opportunity for input in the policy and decision-making processes as set out in this Protocol.

2. PROTOCOL AREA

- 2.1 This Antiquities Protocol applies across the Antiquities Protocol Area, which means the area identified in the map included in Attachment A together with the adjacent waters.

3. TERMS OF ISSUE

- 3.1 The Antiquities Protocol is issued pursuant to section [] of the [*insert the name of the Settlement Legislation*] (the “**Settlement Legislation**”) that implements clause 9.10 of the 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.

PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

4. THE ROLE OF THE CHIEF EXECUTIVE UNDER THIS PROTOCOL

- 4.1 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. The Chief Executive will:
- 4.1.1 provide the Governance Entity on request with information (including information on any Artifact identified as being of Ngāti Mutunga origin, including items found within the Antiquities Protocol Area or found anywhere else in New Zealand) in accordance with the Official Information Act 1982;
 - 4.1.2 notify the Governance Entity in writing of any Artifact found within the Antiquities Protocol Area and of any Artifacts identified as being of Ngāti Mutunga origin found anywhere else in New Zealand, from the date of signing this Protocol;
 - 4.1.3 notify the Governance Entity of its right to apply to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Artifact, or for any right, title, estate, or interest in any Artifact found within the Antiquities Protocol Area or identified as being of Ngāti Mutunga origin found anywhere else in New Zealand;
 - 4.1.4 notify the Governance Entity of any application to the Māori Land Court from other persons or entities for determination of the actual or traditional ownership, rightful possession or custody of any Artifact, or for any right, title, estate, or interest in any Artifact found within the Antiquities Protocol Area or identified as being of Ngāti Mutunga origin found anywhere else in New Zealand;
 - 4.1.5 if no application is made to the Māori Land Court by the Governance Entity or any other persons:
 - (a) consult the Governance Entity before a decision is made on who may have custody of an Artifact found within the Antiquities Protocol Area or identified as being of Ngāti Mutunga origin found anywhere else in New Zealand;
 - (b) notify the Governance Entity in writing of the decision made by the Chief Executive on the custody of an Artifact where the Governance Entity has been consulted; and
 - (c) consult the Governance Entity where there are requests from persons for the custody of Artifacts found within the Antiquities Protocol Area or identified as being of Ngāti Mutunga origin found anywhere else in New Zealand;
 - 4.1.6 seek from the Governance Entity an expert opinion on any Artifacts of Ngāti Mutunga origin for which a person has applied to the Chief Executive for permission to remove from New Zealand; and
 - 4.1.7 notify the Governance Entity in writing of the decision made by the Chief Executive on an application to remove an Artifact from New Zealand where the expert opinion was sought from the Governance Entity.
- 4.2 The Chief Executive will also:
- 4.2.1 discuss with the Governance Entity concerns and issues notified by the Governance Entity about the Act;

PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

- 4.2.2 review the implementation of this Protocol from time to time, or at the request of the Governance Entity, unless otherwise mutually agreed in writing by both the Chief Executive and the Governance Entity; and
- 4.2.3 as far as reasonably practicable, ensure that relevant employees within the Ministry for Culture and Heritage are aware of the purpose, content and implications of this Protocol.

5. THE ROLE OF THE MINISTER UNDER THIS PROTOCOL

5.1 The Minister has functions, powers and duties under the Act and will consult, notify and provide information to the Governance Entity within the limits of the Act. The Minister will consult with the Governance Entity where a person appeals the decision of the Chief Executive to:

- 5.1.1 refuse permission to remove any Artifact, or Artifacts, from New Zealand; or
- 5.1.2 impose conditions on the approval to remove any Artifact, or Artifacts, from New Zealand;

in the circumstances where the Governance Entity was originally asked for an expert opinion by the Chief Executive.

5.2 The Chief Executive will notify the Governance Entity in writing of the Minister's decision on an appeal in relation to an application to remove an Artifact from New Zealand where an expert opinion was sought from the Governance Entity.

6. CONSULTATION

6.1 Where the Chief Executive is required to consult under clause 4.1.5 of this Protocol, the basic principles that will be followed by the Chief Executive in consulting with the Governance Entity in each case are:

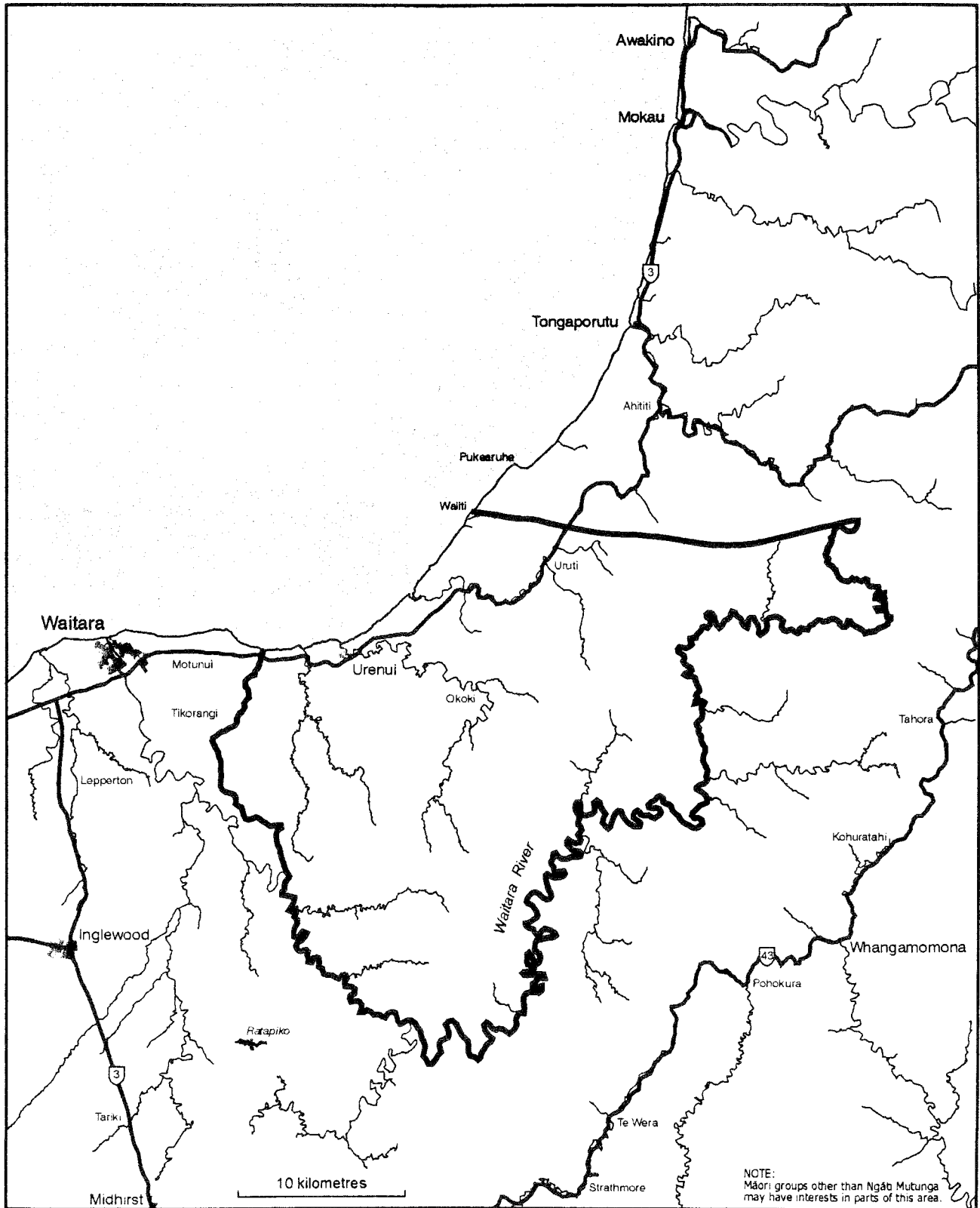
- 6.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
- 6.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 6.1.3 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; and
- 6.1.4 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.

7. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

7.1 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:

ATTACHMENT A

ANTIQUITIES PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

1 Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.17);

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person including any iwi, hapū, marae, whānau or other representative of tangata whenua (clause 9.18); and

1.1.3 this Protocol does not override or diminish:

(a) the requirements of the Antiquities Act 1975;

(b) the functions and powers of the Minister for Arts, Culture and Heritage, or the Chief Executive, under that Act; or

(c) the rights of Ngāti Mutunga, or a Representative Entity, under that Act (clause 9.12).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.11 of the Deed of Settlement.

2 Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.1-9.16.3 of the Deed of Settlement.]

3 Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.16.4 of the Deed of Settlement.]

4 Enforcement of Protocol

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.5-9.16.7 of the Deed of Settlement.]

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: ANTIQUITIES PROTOCOL

5 Limitation of rights

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.11 of the Deed of Settlement.]

LINZ PROTOCOL

(Clause 9.13)

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: LINZ PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR LAND INFORMATION REGARDING THE INTERACTION OF LAND INFORMATION NEW ZEALAND WITH NGĀTI MUTUNGA ON SPECIFIED ISSUES

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Ngāti Mutunga and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Land Information (the "**Minister**"), would issue a protocol (the "**LINZ Protocol**"), setting out how the Department for Land Information New Zealand ("**LINZ**") will interact with the Ngāti Mutunga Governance Entity (the "**Governance Entity**") on matters specified in the LINZ Protocol.
- 1.2 For the purposes of this LINZ Protocol the Governance Entity is the body that represents the whānau, hapū, and iwi of Ngāti Mutunga who have a customary interest in land within the LINZ Protocol Area.
- 1.3 The Minister and the Governance Entity seek a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this LINZ Protocol, as set out in this LINZ Protocol.
- 1.4 Section 323 of the Local Government Act 1974 (the "**Act**") enables the Crown to resume ownership of land that was previously vested in local authorities by section 191A of the Counties Act 1956 and that was intended to be a road but was never formed as a road. Section 323 of the Act provides only for the resumption of unformed roads (commonly referred to as "**paper roads**") in rural areas (outside municipal boundaries) (for the purposes of this Protocol referred to as "**Unformed Rural Roads**").
- 1.5 The stopping of roads within municipal boundaries is provided for in section 342(1)(a) of the Act. The decision to stop such roads rests with the relevant local authority and the land in such stopped roads does not revert and is not transferred to the Crown. For the avoidance of doubt, this Protocol does not require the Crown, the Minister or LINZ to take any action in respect of the stopping of roads within municipal boundaries which lie within the LINZ Protocol Area and does not limit or otherwise affect the rights, powers or functions of local authorities in respect of such roads.
- 1.6 Under section 323 of the Act, the Minister may give a local authority in which the Unformed Rural Road is vested, notice of the proposed resumption of the Unformed Rural Road by the Crown, and require the local authority to transfer that land to the Crown. The Minister will then publish a Gazette Notice declaring that the land has been transferred to the Crown. On publication of this Gazette Notice the land ceases to be an Unformed Rural Road and is deemed to be Crown Land under the Land Act 1948.

2. PURPOSE OF THIS PROTOCOL

- 2.1 The purpose of this LINZ Protocol is to create a mechanism to enable the Governance Entity to have input into Crown decision making leading up to the resumption of Unformed Rural Roads within the LINZ Protocol Area pursuant to section 323 of the Act.

3. PROTOCOL AREA

- 3.1 This LINZ Protocol applies across the LINZ Protocol Area, which means the area identified in the map included as Attachment A.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: LINZ PROTOCOL

4. TERMS OF ISSUE

- 4.1 This LINZ Protocol is issued pursuant to section [] of the [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") that implements clause 9.13 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This LINZ Protocol must be read subject to the terms and conditions set out in Attachment B.

5. IMPLEMENTATION AND COMMUNICATION

- 5.1 LINZ will seek to establish and maintain effective and continuing communication with the Governance Entity by consulting the Governance Entity on any amendments to the standards and guidelines for implementing this LINZ Protocol and will provide the Governance Entity with a copy of any amended standards and guidelines.
- 5.2 LINZ will:
- 5.2.1 as far as reasonably practicable, ensure relevant staff and its agents are aware of the purpose, content and implications of this LINZ Protocol; and
- 5.2.2 as far as reasonably practicable, inform stakeholders about this LINZ Protocol and the Ngāti Mutunga settlement, and provide ongoing information as required.

6. ROLE OF LINZ UNDER THIS PROCESS

- 6.1 The Minister has certain administrative responsibilities under section 323 of the Act. Subject to the requirements of the Act, the Minister will ensure that LINZ undertakes consultation with the Governance Entity. The Minister will:
- 6.1.1 require that the Governance Entity is provided with a plan showing the location and area of an Unformed Rural Road in relation to which LINZ has proposed that the Minister resume the road pursuant to section 323 of the Act;
- 6.1.2 require that the Governance Entity is provided with an explanation of the reason for the proposal to resume the road, any alternative access that is intended to be provided, the intended recipient of the land once the land has been resumed by the Crown and is disposed of, and any other matter that may be of consequence to the proposal;
- 6.1.3 not resume Unformed Rural Roads from the relevant local authority unless the Minister is satisfied that LINZ has consulted with the Governance Entity in accordance with the principles specified in clause 7;
- 6.1.4 make each decision on any proposal referred to in clause 6.1.1 having regard to the matters raised as a result of consultation with the Governance Entity and the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, and taking into account the circumstances of each case;
- 6.1.5 ensure that the Governance Entity is consulted on any amendments to the LINZ standards and guidelines for implementing this LINZ Protocol and provided with a copy of any amended standards and guidelines; and
- 6.1.6 as far as reasonably practicable, ensure that stakeholders are informed about this LINZ Protocol and the settlement and that ongoing information is provided as required.

NGATI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: PROTOCOLS: LINZ PROTOCOL

7. CONSULTATION

7.1 The basic principles that will be followed by the Minister and LINZ in consulting with the Governance Entity in each case are:

7.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by LINZ of the proposal or issues to be the subject of the consultation;

7.1.2 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;

7.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision-making process and the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and

7.1.4 ensuring that the Minister and LINZ 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.

7.2 Where the Minister or LINZ has consulted with the Governance Entity as specified in clause 7.1, the Minister or LINZ will report back to the Governance Entity on the decision made as a result of any such consultation.

8. DEFINITIONS

In this LINZ Protocol:

Crown means Her Majesty the Queen 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;

Governance Entity means [*insert name and description once entity established in accordance with the Deed*];

Ngāti Mutunga has the meaning set out in clause 1.5 of the Deed of Settlement; and

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 LINZ Protocol.

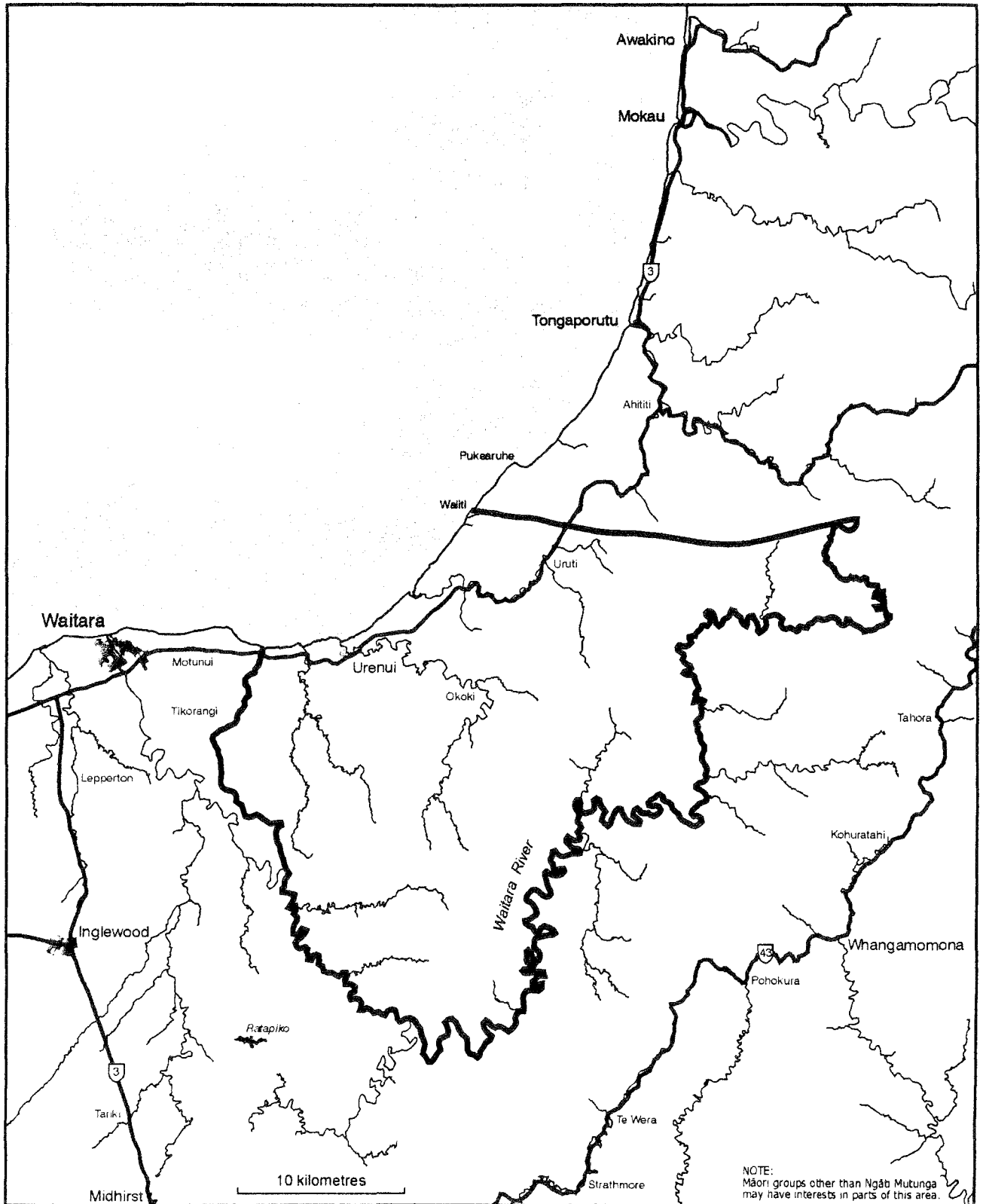
ISSUED on []

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

PART 1: PROTOCOLS: LINZ PROTOCOL

ATTACHMENT A

LINZ PROTOCOL AREA



[Handwritten signature]

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

1. Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.17);

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person including any iwi, hapū, marae, whānau or other representative of tangata whenua (clause 9.18);

1.1.3 this Protocol does not override or diminish;

(a) the requirements of the Local Government Act 1974;

(b) the functions and powers of the Minister for Land Information or, Land Information New Zealand, under that Act; or

(c) the rights of Ngāti Mutunga, or a Representative Entity, under that Act (clause 9.15).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.11 of the Deed of Settlement.

2. Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.1-9.16.3 of the Deed of Settlement.]

3. Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.16.4 of the Deed of Settlement.]

4. Enforcement of Protocol

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.5-9.16.7 of the Deed of Settlement.]

PART 1: PROTOCOLS: LINZ PROTOCOL

5. Limitation of Rights

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.14 of the Deed of Settlement.]

PART 2: CULTURAL REDRESS PROPERTIES

(Clause 10.1.1)

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

TABLE 1: CULTURAL REDRESS PROPERTIES TO BE VESTED IN FEE SIMPLE

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
Onaero Site	As shown on SO 324290	4370 square metres, more or less, being Section 89 Urenui District. Part Gazette Notice 263740.1A.	Subject to the informal grazing right of V E Rae.
Pukemiro Site	As shown on SO 324297	2.2950 hectares, more or less, being Section 22 Block III Waitara Survey District. Part Proclamation 240 and Part Gazette Notice 294914.1.	Subject to the conservation covenant referred to in clause 10.1.6.
Te Rau o Te Huia Pā Site	As shown on SO 324299	1399 square metres, more or less, being Section 11 Block III Waitara Survey District. All Gazette Notice 191566.	Subject to the informal grazing right of R D Paul.
Ngapapa Site	As shown on SO 324300	1012 square metres, more or less, being Section 101 Town of Urenui. All Computer Freehold Register TN152/197.	
Urenui Site	As shown on SO 324301	112.6366 hectares, more or less, being Subdivision 2 of Section 12 Block VIII Waitara Survey District. Part Gazette 1864 page 461.	Subject to the conservation covenant referred to in clause 10.1.13.
Te Urenui Pā Site	As shown on SO 324302	2.8834 hectares, more or less, being Urenui 2B1. All Proclamation W.2854.	Subject to the conservation covenant referred to in clause 10.1.17.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Okoki Pā Site	As shown on SO 336082	12.5 hectares, approximately, being Part Section 54 Block IV Waitara Survey District. Part Gazette Notice 148849. Subject to survey.	Subject to the conservation covenant referred to in clause 10.1.20. Subject to the grazing permit concession (WA-15919B-GRA) dated 22 February 2005 issued under Part IIIB of the Conservation Act 1987 to Ashbrook Farms Limited.
---------------	-----------------------	--	---



NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

TABLE 2: CULTURAL REDRESS PROPERTY VESTED TO HOLD AND ADMINISTER AS AN HISTORIC RESERVE

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
Okoki Pā Historic Reserve	As shown on SO 324303	4.5 hectares, approximately, being Part Section 54 Block IV Waitara Survey District. Part Gazette Notice 148849. Subject to survey.	<p>To be administered by the Governance Entity as an historic reserve under section 26 of the Reserves Act 1977 and subject to section 18 of that Act.</p> <p>Subject to the grazing permit concession (WA-15919A-GRA) dated 22 February 2005 issued under Part IIIB of the Conservation Act 1987 to Ashbrook Farms Limited.</p>

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

TABLE 3: CULTURAL REDRESS PROPERTIES TO BE VESTED IN FEE SIMPLE WITH RECREATION RESERVE STATUS PRESERVED

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
Onaero Domain Recreation Reserve	As shown on SO 343109	<p>6.9103 hectares, more or less, being Section 82 Urenui District and Sections 19, 20 and 23 Block III Waitara Survey District. SOs 9135 and 8500</p> <p>All Gazette 1958 page 1752, all Gazette 1960 page 1884 and Balance Gazette 1909 page 2389.</p>	<p>Subject to the following unregistered leases and interests:</p> <ol style="list-style-type: none"> 1. the lease of Adrienne Watkins for cottage site 1; 2. the lease of Robert Lusk & Esma Lusk for cottage site 2; 3. the lease of Craig Lee Fleming & Wendy Jane Fleming for cottage site 3; 4. the lease of J T R Family Trust & J W Family Trust for cottage site 4; 5. the lease of Allan Charles Rumbal for cottage site 5; 6. the lease of Colin Bruce Smith & Wanda Joy Smith & The Public Trust for cottage site 6; 7. the lease of Thomas Richard Nagle & Molly Louise Nagle for cottage site 7; 8. the lease of Mervyn Anderson & Dorothy Anderson for cottage site 8; 9. the lease of Malcolm Hancock & Royden Hancock for cottage site 9;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
Onaero Domain Recreation Reserve (continued)			10. the lease of Ian Glennie for cottage site 10; 11. the lease of Anthony James Campbell, Janet May Inez Hughes & Stuart McNaught for cottage site 11; 12. James Alister Poole & Agnes Rosa Poole for cottage site 12; 13. the lease of Robin Bridger for cottage site 13; 14. the lease of Morris Simpson & Diane Simpson for cottage site 14; 15. the lease of the Estate of Margaret Francis for cottage site 15; 16. the lease of Ian Frank Street for cottage site 16; 17. the lease of Jacqueline Hall for cottage site 17; 18. the lease of Peter Leigh Hight & Karen Eilene Hight for cottage site 18; 19. the lease of Tony Roy Eva for the Onaero Domain Motor Camp (NPDC lease 66);

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
Onaero Domain Recreation Reserve (continued)			<p>20. the lease of the Waitara Swimming and Surf Life Saving Club (incorporated) over part of Section 82 Urenui District (NPDC lease 61);</p> <p>21. the grazing lease of Anthony Main over part of Section 82 Urenui District (NPDC lease);</p> <p>22. the existing forestry plantation of NPDC;</p> <p>23. the right of the New Plymouth District Council to discharge treated sewage (TRC consent 1389-3).</p>
Urenui Domain Recreation Reserve	As shown on SO 343110	<p>25.2120 hectares, more or less, being Section 29 Block III Waitara Survey District. SO 11674</p> <p>All Gazette 1982 page 3780, Balance Gazette 1890 page 307 and Balance Gazette 1932 page 1841;</p>	<p>Subject to the following unregistered leases and interests:</p> <ol style="list-style-type: none"> 1. the lease of Olive Margaret Needham, KR Stanners Family Trust and LM Stanners Family Trust for bach site 1; 2. the lease of Kenneth John Butler, Shirley May Butler & Kenneth Alan Horner for bach site 2; 3. the lease of John Frederick Hockly & Colleen Raye Hockly for bach site 3; 4. the lease of Rodney Gerard Radich & Margot Hamilton Radich for bach site 4;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>5. the lease of Ian Thomas Stockwell, Donald McGregor Stockwell, Bruce Alistair Stockwell & Mairi Margaret Page Stockwell for bach site 5;</p> <p>6. the lease of David John Gordon & Karen Gordon for bach site 6;</p> <p>7. the lease of Helen Joanne Parr for bach site 7;</p> <p>8. the lease of Terrance Matthew Butler & Marlene Maana Kay Butler for bach site 8;</p> <p>9. the lease of Shane Charles Herbert & Gerald Denis Brennan & Janet Ann Davison for bach site 9;</p> <p>10. the lease of Maureen Mary Whyte, Ralph Henry Vosseler, Peter Charlton (operating as the "Nolly No1 Trust") and Greta Cecilia Fabish for bach site 10;</p> <p>11. the lease of Enid Beth Henry for bach site 11;</p> <p>12. the lease of Olwyn Blanche Takarangi & Alnorma Trust for bach site 12;</p> <p>13. the lease of Christopher John Meier & Valerie Margaret Meier for bach site 13;</p>

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>14. the lease of Keith Cathro and Madge Eileen Cathro for bach site 14;</p> <p>15. the lease of Bryce Leonard Corrigan & Hilary Denise Corrigan for bach site 15;</p> <p>16. the lease of Jolene Edith Herbert & Timothy Robert Coleman for bach site 16;</p> <p>17. the lease of Donald West and Mary Rosalind West & Barbara Joan Bowen for bach site 17;</p> <p>18. the lease of David Arthur Taylor for bach site 18;</p> <p>19. the lease of Andrew Richard Brown & Joanne Claire Brown for bach site 19;</p> <p>20. the lease of Pauline Lucy Blakelock & Nancy Elizabeth Blakelock for bach site 20;</p> <p>21. the lease of Brian David Burton & Lucille Patricia Burton for bach site 21;</p> <p>22. the lease of Brendan Wright & Sue Dowman-Wright for bach site 22;</p> <p>23. the lease of Peter Marsh & Marlene Fay Steffensen, Stephen Patrick Scott & Carol Jean Scott, Neville John Busing & Sandra Kay Busing for bach site 23;</p>

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>24. the lease of Alan Channing Western & Noline Joy Western for bach site 24;</p> <p>25. the lease of Angela Gerarda Sinclair & St Leger Manning Reeves for bach site 25;</p> <p>26. the lease of RFH Maxwell Family Trust for bach site 26;</p> <p>27. the lease of Neil Oliver Larsen & Beverley Anna Larsen for bach site 27;</p> <p>28. the lease of Clifford Henry Hayes for bach site 28;</p> <p>29. the lease of David Clement Hawke & Cheryl Frances Brown for bach site 29;</p> <p>30. the lease of Doreen Mary Dew for bach site 30;</p> <p>31. the lease of William David May & Kathleen Marion May for bach site 31;</p> <p>32. the lease of Megan Beth Woodhead for bach site 32;</p> <p>33. the lease of Aileen Isabel Jury & Susan Doreen Jury & Janet Hilma Jones for bach site 33;</p> <p>34. the lease of Nola June Fleet for bach site 34;</p> <p>35. the lease of Ruby Anne Pratt for bach site 35;</p>

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>36. the lease of Neil Alexander Taylor & Vivien Helen Taylor for bach site 36;</p> <p>37. the lease of Hastie River Trust for bach site 37;</p> <p>38. the lease of Colin George Gilberd & Diane Mary Gilberd & Lynette Marie Muller for bach site 38;</p> <p>39. the lease of McKenzie William Wilson for bach site 39;</p> <p>40. the lease of Graham Owen David McElroy & Caroline June McElroy for bach site 40;</p> <p>41. the lease of Patricia Ann Smith for bach site 41;</p> <p>42. the lease of Clyne Desmond Morgan for bach site 42;</p> <p>43. the lease of MC Kemp Family Trust for bach site 43;</p> <p>44. the lease of Neilsina Dawn Court & Kay Elizabeth Hooper for bach site 44;</p> <p>45. the lease of Robin Nicholas Sutherland & Patricia Helena Sutherland & Timothy Robert Coleman for bach site 45;</p> <p>46. the lease of Ashley Thomas Hills & Robert Murray Hills for bach site 46;</p>

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>47. the lease of John Mile Lucklin & Margaret Eleanore Lucklin for bach site 47;</p> <p>48. the lease of W J Underwood Family Trust for bach site 48;</p> <p>49. the lease of Selwyn Murray Bourne for bach site 49;</p> <p>50. the lease of Henry Rumball Dey & Margaret Mary Dey for bach site 50;</p> <p>51. the lease of Rodney John Prankerd & Noeline Beryl Prankerd for bach site 51;</p> <p>52. the lease of Ronald Joseph Cunningham & Marcia Jeanne Cunningham for bach site 52;</p> <p>53. the lease of Gordon Lester Bourne & Pauline Maree Bourne for bach site 53;</p> <p>54. the lease of Bartholomew Russell Brunold & Patricia J Brunold for bach site 54;</p> <p>55. the lease of Nancy Joan Rook for bach site 55;</p> <p>56. the lease of Lawrence Neil Sulzberger & Lynette Mary Sulzberger for bach site 56;</p> <p>57. the lease of Peter Anthony Kendall & Linda Kay Kendall for bach site 57;</p>



NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>58. the lease of Gordon Alexander MacDonald & Valerie Jean Mary MacDonald for bach site 58;</p> <p>59. the lease of Lois Patricia Goodman & Graham Llwellyn Goodman & Brett Gould for bach site 59;</p> <p>60. the lease of Tui Margaret Eaton for bach site 60;</p> <p>61. the lease of Stephen William Bailey & Melva Annie Bailey for bach site 61;</p> <p>62. the lease of Karen Jeanette Davies, Duane Michael Davies, Brent Kenneth Cochrane, Glen Darren Cochrane and Murray Drysdale Cochrane for bach site 62;</p> <p>63. the lease of Alison Elizabeth Liggett for bach site 63;</p> <p>64. the lease of Elwyn Barbara Ford & Nigel John Ford for bach site 64;</p> <p>65. the lease of Elma Florette Honeyfield for bach site 65;</p> <p>66. the lease of Reginald Claude Pattinson & Mary Josephine Pattinson for bach site 66;</p> <p>67. the lease of Alan Grant Cambie & David Grant Cambie for bach site 67;</p>



NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>68. the lease of Derek Brian Vickery & Michelle Vickery & Laurence Edward Jordan for bach site 68;</p> <p>69. the lease of Graeme David Thomson & Debra Kaye Thomson Howatson for bach site 69;</p> <p>70. the lease of William Hugh McCallum & Christine Elizabeth McCallum & Charles Ross Englebretsen for bach site 70;</p> <p>71. the lease of Rhys Patrick Dravitzki & Diane Lynne Dravitzki for bach site 71;</p> <p>72. the lease of Robert William Jackson & Janice Beryl Jackson for bach site 72;</p> <p>73. the lease of John Howard Wilmshurst & Colleen Jill Wilmshurst for bach site 73;</p> <p>74. the lease of John Bernard Rodbeen & Sharon Ann Rodbeen & Brian Raymond Rooney as Trustees of the Jayann Trusts 1 & 2 for bach site 74;</p> <p>75. the lease of Malcolm Kingsford Barlow for bach site 75;</p> <p>76. the lease of Bryan Henson Sanger for bach site 76;</p> <p>77. the lease of Thelma Margaret Luxton & Wayne Noel Luxton for bach site 77;</p>

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>78. the lease of Maureen Shirley King for bach site 78;</p> <p>79. the lease of Mace Family Trust for bach site 79;</p> <p>80. the lease of Lawrence Edward Jordan & Christine Frances Jordan and Timothy Roberts Coleman for bach site 80;</p> <p>81. the lease of NR Harris Family Trust for bach site 81;</p> <p>82. the lease of Colin James Clarke & Jocelyn May Clarke for bach site 82;</p> <p>83. the lease of Brian Kenneth Maxwell & Beverly Alice Maxwell for bach site 83;</p> <p>84. the lease of Robert William Swindlehurst & Corolyn Patricia Swindlehurst & Colleen Jill Wilmshurst & Laurence Edward Jordan for bach site 84;</p> <p>85. the lease of Meridee Beryl Butler & Philip Jackson Armistead for bach site 85;</p> <p>86. the lease of Darcy George Mace & Juliette Amelia Mace & Geoffrey Keenan Shearer for bach site 86;</p> <p>87. the lease of Eileen Joan Eagar and David William Eagar & John Joseph Eagar for bach site 87;</p>



NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>88. the lease of Margaret Anne Donachie & Robert Lewis England for bach site 88;</p> <p>89. the lease of Francis Jean McCurdy & John Stephen Angell McCurdy for bach site 89;</p> <p>90. the lease of Dennis George Crow & Pauline Mary Crow for bach site 90;</p> <p>91. the lease of Michael James Hartley & Patricia Fay Hartley for bach site 91;</p> <p>92. the lease of Bruce Frederick Slenner for bach site 92;</p> <p>93. the lease of Rowan David Stockwell and Amanda Jane Stockwell for bach site 93;</p> <p>94. the lease of Peter James Southgate & Susan Maree Southgate for bach site 94;</p> <p>95. the lease of Celia Janet Jury for bach site 95;</p> <p>96. the lease of Neville Ross Scrimgeour & Leslie John Scrimgeour for bach site 96;</p> <p>97. the lease of Brian Thomas McMillan & Nola Mary McMillan & Phillip Jackson Armitstead for bach site 97;</p> <p>98. the lease of Margaret Veronica Hurley for bach site 98;</p>

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>99. the lease of John Charles Lineham Wiley & Marie Lorna Wiley for bach site 99;</p> <p>100. the lease of Geoffrey Samuel Prankherd & Myra Eleanor Prankherd for bach site 100;</p> <p>101. the lease of Barry Thomas Boniface & Corinne Ruth Boniface for bach site 101;</p> <p>102. the lease of John Henry Rust & Shirley Ruth Rust for bach site 102;</p> <p>103. the lease of Edward Elliott Riddick & Rita Margaret Riddick for bach site 103;</p> <p>104. the lease of Gwendolyn Ruth Thomson for bach site 104;</p> <p>105. the lease of John Barry Hancock, Shirley May Hancock & Stephen Hancock for bach site 105;</p> <p>106. the lease of Donna Myree Callaghan & Peter William Wilson for bach site 106;</p> <p>107. the lease of David Leslie Barr & Pauline Myrtle Barr & Graham John Giacometti for bach site 107;</p> <p>108. the lease of Terry David Kowalewski & Laurence Edward Jordan for bach site 108;</p> <p>109. the lease of Pamela Marie Lee for bach site 109;</p>

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>110. the lease of Edna Francis Margaret Weston for bach site 110;</p> <p>111. the lease of Gordon Lance Mace & Karen Lorraine Mace for bach site 111;</p> <p>112. the lease of Peter Charles Ogden & Lesley Olive Ogden for bach site 112;</p> <p>113. the lease of Stuart John Fordham & Janice Law Broderson for bach site 113;</p> <p>114. the lease of Gerald Allan McCormack & Lorraine Ann McCormack for bach site 114;</p> <p>115. the lease of Rodney Keith Green & Margaret Anne Green for bach site 115;</p> <p>116. the lease of Fiona Alison Peters & Ashley Stuart Peters for bach site 116;</p> <p>117. the lease of Colin Ronald Cook for bach site 117;</p> <p>118. the lease of McDonald Investment Trust for bach site 118;</p> <p>119. the lease of Jill Walsh for bach site 119;</p> <p>120. the lease of Kelvin Ross Jackson & Gael Jackson for bach site 120;</p>

Handwritten initials and signature

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
			<p>121. the lease of Ian Murray Fraser & Christine Mary Fraser for bach site 121;</p> <p>122. the lease of the Urenui Golf Club Incorporated for part of Section 29 SO 11674 (NPDC lease 70);</p> <p>123. the right of the New Plymouth District Council to discharge treated sewage (TRC consent 2046-3);</p> <p>124. the right of the New Plymouth District Council to construct and maintain riverbank protection works at the boat ramp (TRC consent 4019-2);</p> <p>125. the right of the New Plymouth District Council to construct and maintain riverbank protection works below the camp manager's residence (TRC consent 4183-2);</p> <p>126. the right of the New Plymouth District Council to place and maintain the boat ramp (TRC consent 96-4065);</p> <p>127. the right of the New Plymouth District Council to place and maintain the swing bridge, water main and associated riverbank protection works (TRC consent 94-4591);</p>

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances
		<p>8144 square metres, more or less, being Sections 114 and 115 Town of Urenui</p> <p>All Gazette 1956 page 1425</p> <p>4477 square metres, more or less, being Section 8 Urenui Town Belt.</p> <p>All Gazette 1981 page 3064</p>	<p>128. the right of the New Plymouth District Council to disturb the foreshore by moving sediment and driftwood for dune shaping, access maintenance and erosion protection (TRC consent 97-5094);</p> <p>129. the right of the New Plymouth District Council to place and maintain a 295 metre rock rip rap seawall for erosion protection (TRC consent 5761-1);</p> <p>130. the lease of the Scout Association of New Zealand over part of Section 115 Town of Urenui (NPDC lease 106).</p>



COVENANTS TO BE GIVEN BY THE GOVERNANCE ENTITY

(Clauses 10.1.6, 10.1.13, 10.1.17 and 10.1.20)

PUKEMIRO COVENANT

(Clause 10.1.6)

CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of
BETWEEN [GOVERNANCE ENTITY] (the Owner)
AND THE MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. The Owner and the Crown are parties to a Deed of Settlement dated [] (the Deed of Settlement).
- B. Under the Deed of Settlement the Crown agreed to transfer the Pukemiro Site to the Owner.
- C. The Pukemiro Site contains Natural Values worthy of protection.
- D. The Owner and the Crown agree that the Pukemiro Site should be managed to preserve the Natural Values.
- E. The Owner has agreed to grant the Minister a Covenant over the Pukemiro Site to preserve the Natural Values.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Pukemiro Site and bind all subsequent owners of the Pukemiro Site, the Owner and the Minister agree as follows:

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- | | |
|--------------------|--|
| “Act” | means the Reserves Act 1977. |
| “Covenant” | means this Deed of Covenant made under section 77 of the Act. |
| “Director-General” | means the Director-General of Conservation. |
| “Fence” | includes a gate. |
| “Fire Authority” | means the New Plymouth District Council or other fire authority as defined in the Forest and Rural Fires Act 1977. |
| “Pukemiro Site” | means the land described in Schedule 1. |

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: PUKEMIRO COVENANT

"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Values"	means any or all of the Pukemiro Site's natural environment, landscape amenity, wildlife or freshwater life values as specified in Schedule 1.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Pukemiro Site.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Pukemiro Site is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 references to clauses are references to clauses in this Covenant;
- 1.2.3 references to parties are references to the Owner and the Minister;
- 1.2.4 words importing the singular number include the plural and vice versa;
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and seek to determine the issue, the parties must have regard to the matters contained in the Background;
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.7 words importing one gender include the other gender;
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVE OF THE COVENANT

- 2.1 The Pukemiro Site must be managed so as to preserve the Natural Values.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: PUKEMIRO COVENANT

3 IMPLEMENTATION OF THE OBJECTIVE

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or permit on or in relation to the Pukemiro Site:
- 3.1.1 grazing of the Pukemiro Site by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant, other than wind thrown exotic trees or trees whose roots are damaging urupā;
 - 3.1.3 the planting of any species of tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances unless for the purpose of retrieving or re-burying koiwi (human remains);
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil, and any consent will be subject to compliance with the Historic Places Act 1993;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Pukemiro Site;
 - 3.1.10 any other activity which might have an adverse effect on the Natural Values;
 - 3.1.11 any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Pukemiro Site;
 - 3.1.12 the erection of utility transmission lines across the Pukemiro Site.
- 3.2 The Owner must:
- 3.2.1 eradicate or control all weeds and pests on the Pukemiro Site to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Pukemiro Site;
 - 3.2.3 keep the Pukemiro Site free from the spread of exotic tree species and as far as possible control any such species that may be already present on the Pukemiro Site;
 - 3.2.4 keep the Pukemiro Site free from rubbish or other unsightly or offensive material arising from the Owner's use of the Pukemiro Site;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: PUKEMIRO COVENANT

agent of the Minister or any employee of the Director-General, a right of access onto the Pukemiro Site, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Pukemiro Site, or to carry out protection or maintenance work on the Pukemiro Site, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Pukemiro Site in good order and condition and, notwithstanding clause 3.1.4, must rebuild or replace all such Fences when reasonably required except as provided in clause 4.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Pukemiro Site.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

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

4.1.2 repair and replace to its former condition any Fence or other improvement on the Pukemiro Site or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Pukemiro Site to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvement or take any action either jointly or individually better to achieve the objective set out in clause 2.1.

6 DURATION OF COVENANT

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

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: PUKEMIRO COVENANT

7 VARIATION OF COVENANT

- 7.1 This Covenant may be varied by mutual agreement in writing between the Owner and the Minister.

8 OBLIGATIONS ON SALE OF LAND

- 8.1 If the Owner sells, leases, or parts with possession of the Pukemiro Site, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 8.2 Such agreement must also include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Pukemiro Site in respect of which a breach occurs.

9 MISCELLANEOUS MATTERS

9.1 Rights

- 9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

9.2 Trespass Act

- 9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

9.3 Reserves Act

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

9.4 Title

- 9.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Pukemiro Site.

9.5 Acceptance of Covenant

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

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: PUKEMIRO COVENANT

9.6 Fire

9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wildfire upon or threatening the Pukemiro Site.

9.6.2 If the Minister is not the appropriate Fire Authority for the Pukemiro Site, the Minister will render assistance to the Fire Authority in suppressing the fire if:

9.6.2.1 requested to do so; or

9.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

10 DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default;

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11 DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

11.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: PUKEMIRO COVENANT

11.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Pukemiro Site is situated is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

11.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Pukemiro Site is located;

11.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

12 NOTICES

12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

12.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Pukemiro Site and must supply the Minister with the name and address of the new owner or person in control.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE
PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: PUKEMIRO COVENANT

Executed as a Deed

Signed by [the Governance Entity] as Owner)
in the presence of:)

Witness: _____

Address: _____

Occupation: _____

Signed by)
the Minister of Conservation)
in the presence of:)

Witness: _____

Address: _____

Occupation: _____

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: PUKEMIRO COVENANT

SCHEDULE 1

Description of Pukemiro Site:

2.2950 hectares, more or less, being Section 22 Block III Waitara Survey District. Part Proclamation 240 and Part Gazette Notice 294914.1.

Natural Values

The natural environment of an area of remnant Taranaki coastal native forest comprising a representative primary flora of rewarewa, kowhai, karaka, ngaio, camine rata and other indigenous species.

The natural landscape amenity including the scenic, geological, water and soil, scientific and riparian values associated with the Onaero River estuary mouth and coastal marine area.

The wildlife habitat of the native fauna, including native birds comprising kererū/wood pigeon, korimako/bellbird, tui and piwakawaka/fantail.

The historical values including the archaeological, cultural and spiritual values of two pā sites identified as New Zealand Archaeological Association sites Q19/82 (formerly N109/22) and Q19/83 (formerly N109/23) and any other heritage values that may be associated with that land.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Insert the address of the Governance Entity]

The address for service of the Minister is:

The Conservator
Department of Conservation
74 Ingestre Street
Private Bag 3016
WANGANUI
Phone 06 345 2402
Fax 06 345 8712

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE
PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: PUKEMIRO COVENANT

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under Section 77 of the
Reserves Act 1977

[GOVERNANCE ENTITY]

to

MINISTER OF CONSERVATION

**Legal Services
Department of Conservation**

URENUI COVENANT

(Clause 10.1.13)

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE
PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: URENUI COVENANT

CONSERVATION COVENANT

(Section 27 Conservation Act 1987

and

Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN **[GOVERNANCE ENTITY]** (the Owner)

AND THE MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. The Owner and the Crown are parties to a Deed of Settlement dated [] (the Deed of Settlement).
- B. Under the Deed of Settlement the Crown agreed to transfer the Urenui Site to the Owner.
- C. The Urenui Site contains Conservation Values and Natural Values worthy of protection.
- D. The Owner and the Crown agree that the Urenui Site should be managed:
 - (i) for Conservation Purposes in order to protect the Conservation Values including public access; and
 - (ii) to preserve the Natural Values.
- E. The Owner has agreed to grant the Minister a Covenant over the Urenui Site to preserve the Conservation and Natural Values.

OPERATIVE PARTS

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

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

“Conservation Purposes” means the preservation and protection of natural and historic resources including conservation values on the Urenui Site for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.

“Conservation Values” means the conservation values specified in Schedule 1.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: URENUI COVENANT

"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Fire Authority"	means the New Plymouth District Council or other fire authority as defined in the Forest and Rural Fires Act 1977.
"Urenui Site"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Values"	means any or all of the Urenui Site's natural environment, landscape amenity, wildlife or freshwater life values as specified in Schedule 1.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Urenui Site.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Urenui Site is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 references to clauses are references to clauses in this Covenant;
- 1.2.3 references to parties are references to the Owner and the Minister;
- 1.2.4 words importing the singular number include the plural and vice versa;
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background;
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.7 words importing one gender include the other gender;
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: URENUI COVENANT

- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Urenui Site must be managed:

- 2.1.1 for Conservation Purposes in order to protect the Conservation Values including public access; and
- 2.1.2 to preserve the Natural Values.

3 IMPLEMENTATION OF THE OBJECTIVES

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

- 3.1.1 grazing of the Urenui Site by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil, and any consent will be subject to compliance with the Historic Places Act 1993;
- 3.1.8 the damming, diverting or taking of Natural Water;
- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of the water of any stream, river, lake, pond, marsh, or any other water resource affecting the Urenui Site;
- 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Natural Values;
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Urenui Site;
- 3.1.12 the erection of utility transmission lines across the Urenui Site.

3.2 The Owner must:

- 3.2.1 eradicate or control all weeds and pests on the Urenui Site to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: URENUI COVENANT

- 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Urenui Site;
- 3.2.3 keep the Urenui Site free from the spread of exotic tree species and as far as possible control any such species that may be already present on the Urenui Site;
- 3.2.4 keep the Urenui Site free from rubbish or other unsightly or offensive material arising from the Owner's use of the Urenui Site;
- 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Urenui Site, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Urenui Site, or to carry out protection or maintenance work on the Urenui Site or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 keep all Fences on the boundary of the Urenui Site in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.2;
- 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Urenui Site.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
- 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 4 PUBLIC ACCESS**
- 4.1 The Owner agrees to allow members of the public to have free foot access across, onto and through all parts of the Urenui Site at all times consistent with the purposes of this Covenant for recreational use, tramping, hunting and fishing.
- 4.2 Public access to the Urenui Site shall be limited to those rights of access for the public to pass and repass over the Urenui Site on foot and shall be subject to the Owners' rights as registered owner and Kaitiaki of the Urenui Site. For the avoidance of doubt, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from the Owners:
- 4.2.1 camping on the Urenui Site;
- 4.2.2 passage on or through the Urenui Site by horses or any other animal used for transportation purposes;
- 4.2.3 taking dogs or pets of any description on the Urenui Site, whether restrained on a leash or otherwise;
- 4.2.4 passage by motorcycle, bicycle or any other means of locomotion, mechanical, electrical or otherwise.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: URENUI COVENANT

- 4.3 In continuing to provide free public foot access to the Urenui Site, the Owner may do any of the following:
- 4.3.1 require the public to register their intention to enter onto or pass through the Urenui Site or specified areas within the Urenui Site having regard to the purposes of this Covenant;
 - 4.3.2 charge the public for the use of facilities or services provided by the Owner within the Urenui Site; or
 - 4.3.3 require persons intending to carry or discharge a firearm and/or other weapons on the Urenui Site, to register that intention with the Owner.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must
- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 5.1.2 repair and replace to its former condition any Fence or other improvement on the Urenui Site or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any person referred to in clause 3.2.5 or any member of the public exercising any of the rights conferred by this Covenant.
- 5.2 The Minister may:
- 5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
 - 5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Urenui Site to implement the objectives specified in clause 2.1.

6 JOINT OBLIGATIONS

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.1.

7 DURATION OF COVENANT

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

8 VARIATION OF COVENANT

- 8.1 This Covenant may be varied by mutual agreement in writing between the Owner and the Minister.

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: URENUI COVENANT

9 OBLIGATIONS ON SALE OF LAND

- 9.1 If the Owner sells, leases, or parts with possession of the Urenui Site, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 9.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 9.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Urenui Site in respect of which a breach occurs.

10 MISCELLANEOUS MATTERS

10.1 Rights

- 10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

10.2 Trespass Act

- 10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

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

10.4 Titles

- 10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Urenui Site.

10.5 Acceptance of Covenant

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

10.6 Fire

- 10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wildfire upon or threatening the Urenui Site;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: URENUI COVENANT

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

11 DEFAULT

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

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

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

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

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

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

12.2 Mediation

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Urenui Site is located is to appoint the mediator.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: URENUI COVENANT

12.3 Failure of Mediation

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

13 NOTICES

- 13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.
- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:
 - (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;
 - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.
- 13.3 The Owner must notify the Minister of any change of ownership or control of all or any part of the Urenui Site and must supply the Minister with the name and address of the new owner or person in control.

Executed as a Deed

Signed by [the Governance Entity] as Owner) _____
in the presence of:)

Witness: _____

Address: _____

Occupation: _____

Signed by) _____
the Minister of Conservation)
in the presence of:)



NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE
PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: URENUI COVENANT

Witness: _____

Address: _____

Occupation: _____

SCHEDULE 1

Description of Urenui Site

112.6366 hectares, more or less, being Subdivision 2 of Section 12 Block VIII Waitara Survey District. Part New Zealand Gazette 1864 page 461.

Conservation Values

The intrinsic value of the natural and historic qualities of an area of Taranaki country hillslope and valley floor forest, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area.

The historic resources include places within the meaning of the Historic Places Act 1993.

Natural Values

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values.

The typical characteristic native flora comprises tawa, rimu, miro, totara, kahikatea, mahoe, kotukututuku, makomako, rangiora, kamahi, northern rata, rewarewa, mati, black and hard beech, purriri, karaka, mangaeo, kohekohe, hinau, tanekaha, pigeonwood within a podocarp hardwood forest with regenerating rimu, and kamahi. Other areas are mainly tawa and kamahi with rimu, kahikatea, rewarewa and maire.

The characteristic native fauna comprises north island robin, matata/fernbirds, kaka, kiwi, kararea/New Zealand falcon, kererū/wood pigeon, kaka, kakariki/parakeet, paua slug, kokako, long tailed bat, short tailed bat, miromiro/tomtit, whio/blue duck, popokatea/whitehead, ruru/morepork, koekoea/long tailed cuckoo, titipounamu/riflemen and riroriro/grey warbler.

Other natural resources are the air, water and soil in or on which any plant or animal lives or may live, the landscape, landforms and geological features of the area and systems of interacting living organisms and their environment.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Insert the address of the Governance Entity]

The address for service of the Minister is:

The Conservator
Department of Conservation
74 Ingestre Street
Private Bag 3016
WANGANUI
Phone 06 345 2402
Fax 06 345 8712

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: URENUI COVENANT

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under Section 27 of the
Conservation Act 1987

and

Section 77 Reserves Act 1977

[GOVERNANCE ENTITY]

to

MINISTER OF CONSERVATION

**Legal Services
Department of Conservation**

TE URENUI PĀ COVENANT

(Clause 10.1.17)

CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN [GOVERNANCE ENTITY] (the Owner)

AND THE MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. The Owner and the Crown are parties to a Deed of Settlement dated [] (the Deed of Settlement).
- B. Under the Deed of Settlement the Crown agreed to transfer the Te Urenui Pā Site to the Owner.
- C. The Te Urenui Pā Site contains Natural Values worthy of protection.
- D. The Owner and the Crown agree that the Te Urenui Pā Site should be managed to preserve the Natural Values.
- E. The Owner has agreed to grant the Minister a Covenant over the Te Urenui Pā Site to preserve the Natural Values.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Te Urenui Pā Site and bind all subsequent owners of the Te Urenui Pā Site, the Owner and the Minister agree as follows:

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- | | |
|---------------------|--|
| “Act” | means the Reserves Act 1977. |
| “Covenant” | means this Deed of Covenant made under section 77 of the Act. |
| “Director-General” | means the Director-General of Conservation. |
| “Fence” | includes a gate. |
| “Fire Authority” | means the New Plymouth District Council or other fire authority as defined in the Forest and Rural Fires Act 1977. |
| “Te Urenui Pā Site” | means the land described in Schedule 1. |

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: TE URENUI PĀ COVENANT

"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Values"	means any or all of the Te Urenui Pā Site's natural environment, landscape amenity, wildlife or freshwater life values as specified in Schedule 1.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Te Urenui Pā Site.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Te Urenui Pā Site is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 references to clauses are references to clauses in this Covenant;
- 1.2.3 references to parties are references to the Owner and the Minister;
- 1.2.4 words importing the singular number include the plural and vice versa;
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and seek to determine the issue, the parties must have regard to the matters contained in the Background;
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.7 words importing one gender include the other gender;
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVE OF THE COVENANT

- 2.1 The Te Urenui Pā Site must be managed so as to preserve the Natural Values.

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: TE URENUI PĀ COVENANT

3 IMPLEMENTATION OF THE OBJECTIVE

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or permit on or in relation to the Te Urenui Pā Site:
- 3.1.1 grazing of the Te Urenui Pā Site by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant, other than wind thrown exotic trees or trees whose roots are damaging urupa;
 - 3.1.3 the planting of any species of tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances unless for the purpose of retrieving, burying or re-burying koiwi (human remains);
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil, and any consent will be subject to compliance with the Historic Places Act 1993;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Te Urenui Pā Site;
 - 3.1.10 any other activity which might have an adverse effect on the Natural Values;
 - 3.1.11 any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Te Urenui Pā Site;
 - 3.1.12 the erection of utility transmission lines across the Te Urenui Pā Site.
- 3.2 The Owner must:
- 3.2.1 eradicate or control all weeds and pests on the Te Urenui Pā Site to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Te Urenui Pā Site;
 - 3.2.3 keep the Te Urenui Pā Site free from the spread of exotic tree species and as far as possible control any such species that may be already present on the Te Urenui Pā Site;
 - 3.2.4 keep the Te Urenui Pā Site free from rubbish or other unsightly or offensive material arising from the Owner's use of the Te Urenui Pā Site;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: TE URENUI PĀ COVENANT

agent of the Minister or any employee of the Director-General, a right of access onto the Te Urenui Pā Site, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Te Urenui Pā Site, or to carry out protection or maintenance work on the Te Urenui Pā Site, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Te Urenui Pā Site in good order and condition and, notwithstanding clause 3.1.4, must rebuild or replace all such Fences when reasonably required except as provided in clause 4.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Te Urenui Pā Site.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

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

4.1.2 repair and replace to its former condition any Fence or other improvement on the Te Urenui Pā Site or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Te Urenui Pā Site to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvement or take any action either jointly or individually better to achieve the objective set out in clause 2.1.

6 DURATION OF COVENANT

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

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: TE URENUI PĀ COVENANT

7 VARIATION OF COVENANT

- 7.1 This Covenant may be varied by mutual agreement in writing between the Owner and the Minister.

8 OBLIGATIONS ON SALE OF LAND

- 8.1 If the Owner sells, leases, or parts with possession of the Te Urenui Pā Site, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 8.2 Such agreement must also include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Te Urenui Pā Site in respect of which a breach occurs.

9 MISCELLANEOUS MATTERS

9.1 Rights

- 9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

9.2 Trespass Act

- 9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

9.3 Reserves Act

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

9.4 Title

- 9.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Te Urenui Pā Site.

9.5 Acceptance of Covenant

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

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: TE URENUI PĀ COVENANT

9.6 Fire

9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wildfire upon or threatening the Te Urenui Pā Site.

9.6.2 If the Minister is not the appropriate Fire Authority for the Te Urenui Pā Site, the Minister will render assistance to the Fire Authority in suppressing the fire if:

9.6.2.1 requested to do so; or

9.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

10 DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default;

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11 DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

11.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: TE URENUI PĀ COVENANT

11.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Te Urenui Pā Site is situated is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

11.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Te Urenui Pā Site is located;

11.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

12 NOTICES

12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

12.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Te Urenui Pā Site and must supply the Minister with the name and address of the new owner or person in control.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: TE URENUI PĀ COVENANT

Executed as a Deed

Signed by [the Governance Entity] as Owner)
in the presence of:)

Witness: _____

Address: _____

Occupation: _____

Signed by)
the Minister of Conservation)
in the presence of:)

Witness: _____

Address: _____

Occupation: _____

SCHEDULE 1

Description of Te Urenui Pā Site:

2.8834 hectares, more or less, being Urenui 2B1. All Proclamation W.2854.

Natural Values

The natural environment of a remnant area of secondary indigenous regenerating semi coastal forest which was formerly planted in macrocarpa and radiate pine exotics in the 1930s which have since been largely removed to allow native forest regeneration dominated by kohekohe, kowhai, karaka and mamaku with an under story of kawakawa, rangiora, toi toi, lacebark, flax and other indigenous species.

The natural landscape amenity including a scenic hill top, typical geological features of the Taranaki Volcanic Region and the water and soil values associated with boundary of the area abutting the Urenui River estuary.

The wildlife habitat and indigenous fauna including native birds such as piwakawaka/fantail, riroriro/grey warbler, tui, korimako/bellbird and kererū/wood pigeon.

The historical values including the archaeological, cultural and spiritual value of a preserved pā site comprising ditches, banks, terraces, middens, rua and urupā sites (with many burials in terraces) where the last recorded burial took place in 1942. Identified as New Zealand Archaeological Site Q19 /8 (formerly N99/8).

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Insert the address of the Governance Entity]

The address for service of the Minister is:

The Conservator
Department of Conservation
74 Ingestre Street
Private Bag 3016
WANGANUI
Phone 06 345 2402
Fax 06 345 8712

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: TE URENUI PĀ COVENANT

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under Section 77 of the
Reserves Act 1977

[GOVERNANCE ENTITY]

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

OKOKI PĀ COVENANT

(Clause 10.1.20)

CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of
BETWEEN [GOVERNANCE ENTITY] (the Owner)
AND THE MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. The Owner and the Crown are parties to a Deed of Settlement dated [] (the Deed of Settlement).
- B. Under the Deed of Settlement the Crown agreed to transfer the Land to the Owner.
- C. The Land contains Natural Values worthy of protection.
- D. The Owner and the Crown agree that the Land should be managed to preserve the Natural Values.
- E. The Owner has agreed to grant the Minister a Covenant over the Land to preserve the Natural Values.

OPERATIVE PARTS

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

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Act"	means the Reserves Act 1977.
"Covenant"	means this Deed of Covenant made under section 77 of the Act.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Fire Authority"	means the New Plymouth District Council or other fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: OKOKI PĀ COVENANT

"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Values"	means any or all of the Land's natural environment, landscape amenity, wildlife or freshwater life values as specified in Schedule 1.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 references to clauses are references to clauses in this Covenant;
- 1.2.3 references to parties are references to the Owner and the Minister;
- 1.2.4 words importing the singular number include the plural and vice versa;
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and seek to determine the issue, the parties must have regard to the matters contained in the Background;
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.7 words importing one gender include the other gender;
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Natural Values.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: OKOKI PĀ COVENANT

3 IMPLEMENTATION OF THE OBJECTIVE

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant, other than wind thrown exotic trees or trees whose roots are damaging urupa;
 - 3.1.3 the planting of any species of tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances unless for the purpose of retrieving, burying or re-burying koiwi (human remains);
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil, and any consent will be subject to compliance with the Historic Places Act 1993;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Natural Values;
 - 3.1.11 any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 keep the Land free from the spread of exotic tree species and as far as possible control any such species that may be already present on the Land;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access onto

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: OKOKI PĀ COVENANT

the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild or replace all such Fences when reasonably required except as provided in clause 4.2;

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

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

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

4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvement or take any action either jointly or individually better to achieve the objective set out in clause 2.1.

6 DURATION OF COVENANT

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

7 VARIATION OF COVENANT

7.1 This Covenant may be varied by mutual agreement in writing between the Owner and the Minister.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: OKOKI PĀ COVENANT

8 OBLIGATIONS ON SALE OF LAND

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 8.2 Such agreement must also include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 MISCELLANEOUS MATTERS

9.1 Rights

- 9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

9.2 Trespass Act

- 9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

9.3 Reserves Act

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

9.4 Title

- 9.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

9.5 Acceptance of Covenant

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

9.6 Fire

- 9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wildfire upon or threatening the Land.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: OKOKI PĀ COVENANT

9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

9.6.2.1 requested to do so; or

9.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

10 DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default.

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11 DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

11.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: OKOKI PĀ COVENANT

11.3 Failure of Mediation

11.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

11.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Land is located;

11.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

12 NOTICES

12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

Executed as a Deed

Signed by [the Governance Entity] as Owner)
in the presence of:)

Witness: _____

Address: _____

Occupation: _____

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: OKOKI PĀ COVENANT

Signed by _____)
the Minister of Conservation)
in the presence of: _____)

Witness: _____

Address: _____

Occupation: _____

SCHEDULE 1

Description of Land:

The Land is Area A on SO 336082, subject to survey.

Natural Values

The natural environment of a small area of seral semi-coastal forest including natural areas with good regeneration and high species diversity. The vegetation consists of rewarewa/karaka-kohekohe forest with rewarewa emerging over kohekohe, karaka and mahoe. Karaka is largely limited to the regenerating forest on the top platform (tihi) of the pā. Notable species that are present on the fringe of the Mangatiti stream include parataniwha and the threatened para or king fern which is considered to be in serious decline nationally.

The natural landscape amenity of the area, including scenic views from State Highway No 3, geological features (including alluvium, Urenui Siltstone and lahars) water and soil and other scientific values.

The wildlife habitat and indigenous fauna comprising kererū/wood pigeon, korimakō/bellbird, tui, riroriro/grey warbler, piwakawaka/fantail and tauhou/silvereye.

The historical values including the archaeological, cultural and spiritual value of a preserved fortified pā site comprising ditch and banks, rua, pits, terraces, and as a urupā site. Identified as New Zealand Archaeological Site Q 19/24 (formerly N 99/26).

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Insert the address of the Governance Entity]

The address for service of the Minister is:

The Conservator
Department of Conservation
74 Ingestre Street
Private Bag 3016
WANGANUI
Phone 06 345 2402
Fax 06 345 8712

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: CULTURAL REDRESS PROPERTIES: COVENANTS: OKOKI PĀ COVENANT

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under Section 77 of the
Reserves Act 1977

[GOVERNANCE ENTITY]

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

PART 3: NOHOANGA

(Clause 11.4.1)

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 3: NOHOANGA

Name	Location	Legal Description (all in Taranaki Land District – New Plymouth District)
Uruti Domain Site	As shown on SO 336079	0.7 hectares, approximately, being Part Section 37, Block II, Upper Waitara Survey District, and Part Section 1 SO 9578. Part Gazette Notice 299446.1. Subject to survey.

PART 3: NOHOANGA

TERMS AND CONDITIONS OF NOHOANGA ENTITLEMENT

THIS NOHOANGA ENTITLEMENT is granted on *[Insert the date]*

PARTIES

[Insert the name of the Governance Entity] (the "Governance Entity");

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the *[Insert the Land Holding Agent]* (the "Crown").

BACKGROUND

- A. Ngāti Mutunga and the Crown are parties to a Deed of Settlement (the "Deed of Settlement") to settle the historical claims of Ngāti Mutunga dated *[Insert the date of the Deed of Settlement]*.
- B. The Deed of Settlement and *[insert the name of the Settlement Legislation]* (the "Settlement Act") provide for the Crown to grant a Nohoanga Entitlement in this form.

IT IS AGREED as follows:

1: GRANT OF NOHOANGA ENTITLEMENT

1.1 The Crown grants to the Governance Entity a Nohoanga Entitlement:

- 1.1.1 over *[Insert description of site and attach plans/map]* (the "Nohoanga Site") being adjacent to *[Insert name of lake/river]* (the "Waterway"); and
- 1.1.2 for the purpose of permitting Members of Ngāti Mutunga to occupy the Nohoanga Site temporarily, exclusively and on a non-commercial basis:
- (a) so as to have access to the Waterway for lawful fishing; and
- (b) for the lawful gathering of other natural resources in the vicinity of the Nohoanga Site.

2: TERMS OF NOHOANGA ENTITLEMENT

Term of Nohoanga Entitlement

2.1 The initial term of this Nohoanga Entitlement is a period of 10 years beginning on the Settlement Date.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 3: NOHOANGA

- 2.2 This Nohoanga Entitlement must, at the option of the Governance Entity, be renewed for further terms of 10 years each, unless it is terminated under clause 6.

Period of occupation of Nohoanga Site

- 2.3 The Governance Entity:

2.3.1 may permit Members of Ngāti Mutunga to occupy the Nohoanga Site, to the exclusion of other persons, for any period or periods in a calendar year that do not exceed 210 days in total; but

2.3.2 must not permit Members of Ngāti Mutunga to occupy the Nohoanga Site during the period beginning on 1 May and ending at the close of 15 August.

Right to erect camping shelters or temporary dwellings

- 2.4 The Governance Entity:

2.4.1 may permit Members of Ngāti Mutunga, while occupying the Nohoanga Site, to erect camping shelters or similar temporary dwellings on the Nohoanga Site; but

2.4.2 must ensure any camping shelters or temporary dwellings are removed from the Nohoanga Site when those Members of Ngāti Mutunga cease to occupy the site.

Related activities on Nohoanga Site

- 2.5 The Governance Entity:

2.5.1 may, with the written consent of the Land Holding Agent, permit Members of Ngāti Mutunga to undertake other activities on the Nohoanga Site that are reasonably necessary for the Nohoanga Entitlement to be used for the purposes set out in clause 1.1.2; and

2.5.2 must, when applying for the Land Holding Agent's consent, provide to the Land Holding Agent full details concerning the proposed activities, including:

(a) the effect of the proposed activities:

(i) on the Nohoanga Site; and

(ii) if the Nohoanga Site is held under Conservation Legislation, on the surrounding land and associated flora and fauna; and

(b) any measures that the Governance Entity proposes to take (if the Land Holding Agent's consent is given) to avoid, remedy, or mitigate adverse effects.

- 2.6 If the Nohoanga Site is held under Conservation Legislation, the Land Holding Agent may, when considering whether to give his or her consent under clause 2.5.1, require that the Governance Entity provide at its expense:

2.6.1 an environmental impact report about the proposed activities; and

2.6.2 an audit of that report.

- 2.7 The Land Holding Agent's consent under clause 2.5.1:

PART 3: NOHOANGA

2.7.1 is at his or her complete discretion; and

2.7.2 may be subject to any conditions that he or she thinks fit (including, in relation to land held under Conservation Legislation, reasonable conditions to avoid, remedy or mitigate adverse effects of the proposed activities on the Nohoanga Site, surrounding land or associated flora and fauna).

2.8 Clause 2.5.1 is subject to clauses 3.4 and 3.5.

Enforcement of rights

2.9 While Members of Ngāti Mutunga are occupying the Nohoanga Site, the Governance Entity may enforce its rights under this Nohoanga Entitlement against persons who are not parties to the Deed of Settlement as if it owned the Nohoanga Site.

2.10 The Crown is not obliged to enforce, on behalf of the Governance Entity, the rights of the Governance Entity under this Nohoanga Entitlement.

Crown liability

2.11 If the Crown has complied with its obligations under this Nohoanga Entitlement, the Crown is not liable to compensate the Governance Entity (whether on termination of this Nohoanga Entitlement or at another time) for activities undertaken by the Governance Entity on the Nohoanga Site.

3: OBLIGATIONS IN RELATION TO NOHOANGA ENTITLEMENT

Condition of land when occupation ceases

3.1 The Governance Entity must ensure that, when Members of Ngāti Mutunga who have been permitted by the Governance Entity to occupy the Nohoanga Site cease to occupy the site, it is left in substantially the same condition as it was when they began occupying the site.

3.2 Clause 3.1 does not apply to temporary effects normally associated with occupation of the Nohoanga Site under this Nohoanga Entitlement.

Nohoanga Entitlements must not impede public access or official functions

3.3 The grant and exercise of this Nohoanga Entitlement must not:

3.3.1 impede access by members of the public along the Waterway; or

3.3.2 prevent agents of the Crown, or persons exercising statutory powers, from undertaking their functions in relation to the Nohoanga Site.

Compliance with laws, bylaws, and land and water management practice

3.4 The Governance Entity, Members of Ngāti Mutunga permitted to occupy the Nohoanga Site, and activities carried out on the Nohoanga Site by them, are subject to the laws, regulations, bylaws and land and water management practices that apply to the Nohoanga Site.

3.5 In particular, the Governance Entity is subject to any requirement to apply for resource consents under the Resource Management Act 1991 for activities on the Nohoanga Site.

PART 3: NOHOANGA

Payment of targeted rates

- 3.6 The Governance Entity must reimburse the person paying the rates for a Nohoanga site for any rates payable under section 9 of the Local Government (Rating) Act 2002 in respect of the Nohoanga Site, in proportion to the period for which the Governance Entity is entitled to occupy the Nohoanga Site under clause 2.3.

Nohoanga Entitlement may not be assigned

- 3.7 The Governance Entity may not assign its rights under this Nohoanga Entitlement.

4: CROWN'S EXERCISE OF RIGHTS IN RELATION TO NOHOANGA SITE

Carrying out land and water practice management practices

- 4.1 The Land Holding Agent, in carrying out land and water management practices relating to the Nohoanga Site, must:
- 4.1.1 have regard to this Nohoanga Entitlement;
 - 4.1.2 notify the Governance Entity of an activity that may affect the use by Members of Ngāti Mutunga of the site for the purposes set out in clause 1.1.2; and
 - 4.1.3 avoid unreasonable disruption to the use of the Nohoanga Site by Members of Ngāti Mutunga for the purposes set out in clause 1.1.2.

Crown's obligations to provide access

- 4.2 If an event described in clause 4.3 occurs during the term of this Nohoanga Entitlement, the Crown will use reasonable endeavours to ensure that Members of Ngāti Mutunga continue, for the rest of the term, to have the same type of access to the Nohoanga Site that they had before the event occurred.
- 4.3 The events are:
- 4.3.1 the disposal by the Crown of land adjacent to the Nohoanga Site; or
 - 4.3.2 a change in the classification or status of land adjacent to the Nohoanga Site.

- 4.4 The Crown's obligation in clause 4.2 is subject to its obligations under any enactment.

No restriction on the Crown's right to dispose of site

- 4.5 The grant and exercise of this Nohoanga Entitlement does not restrict the Crown's right to dispose of the Nohoanga Site, the land adjacent to the site, or the land adjacent to the Waterway.

5: SUSPENSION OF NOHOANGA ENTITLEMENT

- 5.1 The Land Holding Agent:
- 5.1.1 may suspend this Nohoanga Entitlement; but
 - 5.1.2 must not suspend this Nohoanga Entitlement unless he or she:
 - (a) consults the Governance Entity;

PART 3: NOHOANGA

- (b) has particular regard to its views; and
- (c) considers the suspension is necessary for the management of the Nohoanga Site, having regard to the purposes for which the Nohoanga Site is held by the Land Holding Agent.

5.2 If the Land Holding Agent suspends this Nohoanga Entitlement, the Governance Entity may, after the end of the suspension, permit Members of Ngāti Mutunga to occupy the Nohoanga Site for a period equal to the period of the suspension.

5.3 The Governance Entity is not subject to the restriction in clause 2.3.2 when permitting members of Ngāti Mutunga to occupy the Nohoanga Site under clause 5.2.

6: TERMINATION OF NOHOANGA ENTITLEMENT

By agreement

6.1 The Governance Entity and the Crown may terminate this Nohoanga Entitlement by written agreement.

On the occurrence of certain events

6.2 The Crown may terminate this Nohoanga Entitlement by giving written notice to the Governance Entity on one or more of the following grounds:

6.2.1 the Crown has disposed of the Nohoanga Site;

6.2.2 the Nohoanga Site has been destroyed or permanently and detrimentally affected;

6.2.3 the Nohoanga Site is on reserve land that may be required for the specific purpose for which it is held as a reserve;

6.2.4 the Nohoanga Site is an unformed legal road that is to be formed; or

6.2.5 despite the Crown's reasonable endeavours, Members of Ngāti Mutunga do not have lawful access to the Nohoanga Site following the occurrence of an event described in clause 4.3.

6.3 On the termination of a Nohoanga Entitlement under clauses 6.1 or 6.2, the Crown must take all reasonable steps to grant a replacement Nohoanga Entitlement to the Governance Entity.

6.4 Clause 6.3 does not apply in relation to a Nohoanga Entitlement if the fee simple estate in the Nohoanga Site is vested in the Governance Entity.

6.5 The grant of a replacement Nohoanga Entitlement under clause 6.3 must be over land that complies with clause 11.5 of the Deed of Settlement.

6.6 Clauses 6.3, 6.4 and 6.5 survive the termination of this Nohoanga Entitlement.

PART 3: NOHOANGA

Default

- 6.7 The Crown may terminate this Nohoanga Entitlement by giving written notice to the Governance Entity if:
- 6.7.1 the Governance Entity has defaulted in performing any of its obligations under this Nohoanga Entitlement; and
 - 6.7.2 the default is not capable of remedy; or
 - 6.7.3 the default is capable of remedy; and
 - (a) the Crown has given written notice to the Governance Entity specifying the default and the remedy required; and
 - (b) the Governance Entity has not remedied the default as required by the Crown at the end of 41 Business Days after written notice from the Crown.
- 6.8 The Governance Entity may, not earlier than two years after the termination of a Nohoanga Entitlement under clause 6.7, apply to the Minister of Māori Affairs for the grant of a replacement Nohoanga Entitlement over land that complies with clause 11.5 of the Deed of Settlement.
- 6.9 On receipt of an application under clause 6.8, the Crown may, in its discretion, take reasonable steps to grant a replacement Nohoanga Entitlement over land that complies with clause 11.5 of the Deed of Settlement.
- 6.10 Clauses 6.8 and 6.9 survive the termination of this Nohoanga Entitlement.

7: OTHER MATTERS

- 7.1 Under section [] of the Settlement Act, except as expressly provided in this Nohoanga Entitlement the grant and exercise of this Nohoanga Entitlement does not:
- 7.1.1 affect the lawful rights or interests of any person; or
 - 7.1.2 grant, create or provide evidence of an estate or interest in, or rights relating to, the Nohoanga Site.

8: INTERPRETATION

Definitions from the Deed of Settlement and the Settlement Act

- 8.1 Unless the context requires otherwise, terms or expressions defined in the Deed of Settlement and the Settlement Act have the same meaning in this Nohoanga Entitlement.

Other definitions

- 8.2 In this Nohoanga Entitlement, unless the context requires otherwise, **Land Holding Agent** means the Minister of Conservation. *[Insert other definitions as required by specific Nohoanga Entitlements.]*
- 8.3 References in this Nohoanga Entitlement to Members of Ngāti Mutunga being permitted to occupy the Nohoanga Site, or occupying the Nohoanga Site, means being permitted to occupy the Nohoanga Site, or occupying it, under this Nohoanga Entitlement.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 3: NOHOANGA

[Insert signing provisions for the Governance Entity]

WITNESS

Name:

Occupation:

Address:

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

[Insert the Minister of Conservation except where the Nohoanga Entitlement is granted under clause 6.3 or clause 6.8 of the terms and conditions of the Nohoanga Entitlement]

[Insert the Land Holding Agent where the Nohoanga Entitlement is granted under clause 6.3 of the terms and conditions of the Nohoanga Entitlement]

[Insert the Minister of Māori Affairs and the Land Holding Agent where the Nohoanga Entitlement is granted under clause 6.8 of the terms and conditions of the Nohoanga Entitlement]

WITNESS

Name:

Occupation:

Address:

PART 4: DESCRIPTIONS OF STATUTORY AREAS

(Clause 11.10.1)

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 4: DESCRIPTIONS OF STATUTORY AREAS

**TABLE 1: STATUTORY AREAS IN RESPECT OF WHICH THE STATUTORY
ACKNOWLEDGEMENT IS TO BE GIVEN**

Statutory Area	Location	Legal Description (all in Taranaki Land District – New Plymouth District)
Part of Mimi – Pukearuhe Coast Marginal Strip	As shown on SO 324304	Marginal Strip adjoining Parts Section 55, Part Sections 56, 58 and 59 and Sections 60 and 62 Pukearuhe District, Lot 2 and Part Lots 1 and 3 DP 4748, Lots 1, 2 and 3 DP 5271 and Lot 2 DP 20554.
Waitoetoe Beach Recreation Reserve	As shown on SO 324305	4.5691 hectares, more or less, being Lots 1, 2 and 3 DP 11602. All Gazette Notice 230349.
Mimi Scenic Reserve	As shown on SO 324306	9.0245 hectares, more or less, being Lot 1 DP 10179 and Section 71 Pukearuhe District. All Gazette Notice 181718 and All Gazette Notice 141379.
Mimi Gorge Scientific Reserve	As shown on SO 324307	9462 square metres, more or less, being Lots 1 and 2 DP 14249. All Computer Freehold Register TNG3/970 and All Computer Freehold Register TNG3/971.
Mataro Scenic Reserve	As shown on SO 324309	12.4896 hectares, more or less, being Section 133 Block VII Waitara Survey District. All Gazette Notice 143377.
Mt Messenger Conservation Area within the Area of Interest	As shown on SO 324311	Section 8 and Part Sections 5 and 9 Block XII Mimi Survey District and Part Sections 10, 11, 12, 13 and 14 Block XIII Mimi Survey District. Part New Zealand Gazette 1901 page 60, Part New Zealand Gazette 1900 page 160, Part Transfer 107830 and Part Transfer 107671.
Taramoukou Conservation Area	As shown on SO 324312	1637.5561 hectares, more or less, being Sections 20 and 23 and Part Sections 13, 14, 18, 21 and 22 Block XV Waitara Survey District and Section 16 Block XVI Waitara Survey District. Part New Zealand Gazette 1900 page 160 and Balance Gazette Notice 436726.3.
Onaero River Scenic Reserve	As shown on SO 324313	9.4430 hectares, more or less, being Section 88 Urenui District and Section 141 Block VII Waitara Survey District. Part Gazette Notice 263740.1A, Balance Computer Freehold Register TN58/177, Part Proclamation 240 and Part Gazette Notice 153041.
Onaero Coast Marginal Strip	As shown on SO 324316	2.6810 hectares, more or less, being Marginal Strip adjoining Section 80 Urenui District.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 4: DESCRIPTIONS OF STATUTORY AREAS

Statutory Area	Location	Legal Description (all in Taranaki Land District – New Plymouth District)
Onaero River Marginal Strip	As shown on SO 324317	481 square metres, more or less, being Marginal Strip adjoining Lot 3 DP 307239. 1189 square metres, more or less, being Marginal Strip adjoining Section 137 and Part Section 86 Block VII Waitara Survey District. 1.5176 hectares, more or less, being Marginal Strip adjoining Sections 132 and 137 Block VII Waitara Survey District. 2.5495 hectares, more or less, being Marginal Strip adjoining Sections 132 and 133 Block VII Waitara Survey District.
Urenui River Marginal Strip	As shown on SO 324319	Marginal Strip adjoining Section 17 Block XII Waitara Survey District.
Coastal Marine Area adjoining the Area of Interest	As shown on SO 324320	Not applicable.
Tangitu Conservation Area and Miro Scenic Reserve	As shown on SO 336083	14.6395 hectares, more or less, being Subdivision 2 of Section 10 Block III Upper Waitara Survey District. All New Zealand Gazette 1921 page 2229. 140 hectares, more or less, being Part Subdivision 1 of Section 10 Block III Upper Waitara Survey District. Part New Zealand Gazette 1864 page 461.
Onaero River	As shown on SO 336080	Not applicable.
Urenui River	As shown on SO 324315	Not applicable.
Waitara River within the Area of Interest	As shown on SO 324314	Not applicable.
Mimi River within the Area of Interest	As shown on SO 336081	Not applicable.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 4: DESCRIPTIONS OF STATUTORY AREAS

TABLE 2: STATUTORY AREAS IN RESPECT OF WHICH A DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION IS TO BE GIVEN

Statutory Area	Location	Legal Description (all in Taranaki Land District – New Plymouth District)
Part of Mimi – Pukearuhe Coast Marginal Strip	As shown on SO 324304	As shown in Table 1.
Waitoetoe Beach Recreation Reserve	As shown on SO 324305	As shown in Table 1.
Mimi Scenic Reserve	As shown on SO 324306	As shown in Table 1.
Mimi Gorge Scientific Reserve	As shown on SO 324307	As shown in Table 1.
Mataro Scenic Reserve	As shown on SO 324309	As shown in Table 1.
Mt Messenger Conservation Area within the Area of Interest	As shown on SO 324311	As shown in Table 1.
Taramoukou Conservation Area	As shown on SO 324312	As shown in Table 1.
Onaero River Scenic Reserve	As shown on SO 324313	As shown in Table 1.
Onaero River	As shown on SO 336080	Not applicable.
Urenui River	As shown on SO 324315	Not applicable.
Waitara River within the Area of Interest	As shown on SO 324314	Not applicable.
Mimi River within the Area of Interest	As shown on SO 336081	Not applicable.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 4: DESCRIPTIONS OF STATUTORY AREAS

TABLE 3: STATUTORY AREAS IN RESPECT OF WHICH A DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS IS TO BE GIVEN

Statutory Area	Location	Legal Description (all in Taranaki Land District – New Plymouth District)
Onaero River	As shown on SO 336080	Not applicable.
Urenui River	As shown on SO 324315	Not applicable.
Waitara River within the Area of Interest	As shown on SO 324314	Not applicable.
Mimi River within the Area of Interest	As shown on SO 336081	Not applicable.

PART 5: STATEMENTS OF ASSOCIATION

(Clause 11.10.2)

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Part of Mimi-Pukearuhe Coast Marginal Strip	As shown on SO 324304

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Mimi-Pukearuhe Coast Marginal Strip. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Mimi-Pukearuhe Coast Marginal Strip to Ngāti Mutunga.

This is an area of high historic importance to Ngāti Mutunga and contains some significant pā sites including Titoki, Ruataki, Pukekarito and Whakarewa. Regular rūnanga (meetings) were held in this area at Wai-iti.

Pukekarito in prior times was the home of Tarapounamu the ancestor of Ngai Tarapounamu. Later Taihuru occupied this pā. Taihuru was a great warrior. His fame reaching his mother's people (Taranaki Tūturu) they sent a war party against him to nip his powers in the bud. He was attacked at Pukekarito while he was making his paepae tautara (toilet). Several messengers were despatched to his house to alarm him, but he coolly went on decking his hair with plumes and a whale bone comb. Having completed his paepae tautara, he took up his taiaha and came forth, his appearance being greeted by his mother's kin who by this time had almost secured the entrance of the pā, with a yell "Aha! Ka puta te mokomoko nei, te keakea a Tukemata". (Aha! Now the lizard comes forth, the offspring of Tukemata). Taihuru replied by making an attack on the enemy, slaying two men at each blow of his taiaha, so that before long his kinsmen took flight. Taihuru fought in many other battles, and was in the end mortally wounded in a campaign against Taranaki Tūturu.¹

The Papatiki Stream is located in the area. It is tapu to Ngāti Mutunga because of the way in which it was used by northern invaders after a battle in pre-Pakeha times.

There remain important kaitiaki links to the pātiki (flounder/sole) and tāmure (snapper) breeding grounds, as well as other fish resources.

A very important feature of the area is the presence of high papa rock cliffs. A particular fishing method was employed by Ngāti Mutunga, which used the ledges hewn out by nature at the bottom of these cliffs. Mako (shark), tāmure and araara (trevally) were caught from these ledges in abundance.

Kōura (fresh water crayfish), kūtae (mussels), kina (sea eggs), pāua and other resources also contributed to a reliable and plentiful supply of seasonal fish from the area. Ngāti Mutunga

¹ Anecdote taken from J.B. Condliffe, *Te Rangi Hiroa: The Life of Sir Peter Buck*, Christchurch, 1971, pp. 253-4; S. Percy Smith, *History and Traditions of the Māoris of the West Coast, North Island of New Zealand, prior to 1840*, New Plymouth, 1910, p. 116.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

developed a number of different ways of preserving these supplies for later consumption, using every part of the fish. This tradition has survived and continues to be used by Ngāti Mutunga as form of aroha koha (receptacle contribution) at special hui.

Where the cliffs incline to sea level there are a number of tauranga waka (canoe berths) formerly used for fishing canoes. These have special significance to Ngāti Mutunga in their identification with the area as physical symbols of an historical association with it.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Waitoetoe Beach Recreation Reserve	As shown on SO 324305

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Waitoetoe Beach Recreation Reserve. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Waitoetoe Beach Recreation Reserve to Ngāti Mutunga.

The Waitoetoe Beach Recreation Reserve is situated near Arapawanui which was the pā of the brothers Tukutahi and Rehetaia (Mutunga's grandsons). Other important pā include Te Teketeke-o-Terehua (which is now an urupā), Omihi and Whakaahu. Ngāti Mutunga cultivated the area in former times. Waitoetoe was also a favourite fishing place and reef of Ngāti Mutunga. Tuatua, pipi, kūtae (mussels) and a number of fish species were caught off the coast here.

The coastal area was also generally known as Wai-roa (long waters) or Wai-ki-roa, which was the name of the long stretch of coastline from Waitoetoe to Titoki in the north. At low tide Ngāti Mutunga would walk along the beach from Waitoetoe to Wai-iti.

Ngāti Mutunga have always maintained a considerable knowledge of the lands of the Waitoetoe Beach Recreation Reserve and surrounding area, its history, the traditional trails of the tūpuna in the area, the places for gathering kai and other taonga, and the ways in which to use the resources of the Waitoetoe Beach Recreation Reserve. Proper and sustainable resource management has always been at the heart of the relationship of Ngāti Mutunga with the Waitoetoe Beach Recreation Reserve.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Mimi Scenic Reserve	As shown on SO 324306

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Mimi Scenic Reserve. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Mimi Scenic Reserve to Ngāti Mutunga.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Mimi Gorge Scientific Reserve	As shown on SO 324307

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Mimi Gorge Scientific Reserve. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Mimi Gorge Scientific Reserve to Ngāti Mutunga.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Mataro Scenic Reserve	As shown on SO 324309

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Mataro Scenic Reserve. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Mataro Scenic Reserve to Ngāti Mutunga.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Mt Messenger Conservation Area within the Area of Interest	As shown on SO 324311

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Mt Messenger Conservation Area. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Mt Messenger Conservation Area to Ngāti Mutunga.

The Mt Messenger Conservation Area and its surrounding area are of great cultural significance to Ngāti Mutunga. Mt Messenger Conservation Area was a significant mahinga kai source from which the physical wellbeing of Ngāti Mutunga was sustained, and the spiritual wellbeing nourished.

The medicinal qualities of the plant life in the Mt Messenger Conservation Area were also important to Ngāti Mutunga. These cultural aspects of the Area constitute an essential part of the heritage of Ngāti Mutunga.

This is an important area containing Ngāti Mutunga pā sites and mahinga kai sources of birds and fish. The streams also supplied tuna (eels) and kōura (freshwater crayfish).

Kaka, kiwi, kahurangi, kererū, tuna, inanga (whitebait) and the pāua slug were traditional resources found here. To ensnare some of the abundant bird life within the area known today as Mt Messenger Conservation Area, the people of Ngāti Mutunga would hollow out miro logs as drinking troughs for birds such as kererū and wait in hiding for them.

Papa clay types found here were used for dying muka. A range of temperate zone flora was also available to Ngāti Mutunga from this area including beech, rata, rimu, and a variety of ferns. A range of materials was also collected from the area for waka, building and clothing.

Ngāti Mutunga have always maintained a considerable knowledge of the lands of the Mt Messenger Conservation Area and surrounding area, its history, the traditional trails of the tūpuna in the area, the places for gathering kai and other taonga, and the ways in which to use the resources of the Mt Messenger Conservation Area. Proper and sustainable resource management has always been at the heart of the relationship of Ngāti Mutunga with the Mt Messenger Conservation Area. The sustainable management of the resources of the Area remains important to Ngāti Mutunga today.

The traditional values of mana, mauri, whakapapa and tapu are central to the relationship of Ngāti Mutunga with the Mt Messenger Conservation Area. One of the roles of Ngāti Mutunga as tangata

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

whenua is to protect the mauri of the Mt Messenger Conservation Area. Whakapapa defines the genealogical relationship of Ngāti Mutunga to the Area. Tapu describes the sacred nature of the Area to Ngāti Mutunga. Mana, mauri, whakapapa and tapu are all important spiritual elements of the relationship of Ngāti Mutunga with the Mt Messenger Conservation Area. All of these values remain important to the people of Ngāti Mutunga today.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Taramoukou Conservation Area	As shown on SO 324312

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Taramoukou Conservation Area. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Taramoukou Conservation Area to Ngāti Mutunga.

The Taramoukou Conservation Area and its surrounding area are of great cultural significance to Ngāti Mutunga. Taramoukou was a significant mahinga kai source from which the physical wellbeing of Ngāti Mutunga was sustained, and their spiritual wellbeing nourished. Kiwi, kaka, kererū, miro and a range of other plants were gathered as food and for medicinal purposes. The Mangahewa, Makara and Taramoukou streams also supplied tuna (eels) and kōura (freshwater crayfish). A range of materials was also collected from the area for waka, building and clothing.

Important Ngāti Mutunga pā sites in and nearby the area include Ruahine, Whakairongo, Takapuikaka and Tikorangi. These inland pā were used as places of refuge in times of war. They were also important seasonal food gathering pā. Many other temporary kāinga and campsites can be found throughout the conservation area.

Ngāti Mutunga have always maintained a considerable knowledge of the lands of the Taramoukou Conservation Area and surrounding area, its history, the traditional trails of the tūpuna in the area, the places for gathering kai and other taonga, and the ways in which to use the resources of the Taramoukou Conservation Area. Proper and sustainable resource management has always been at the heart of the relationship of Ngāti Mutunga with the Taramoukou Conservation Area. The sustainable management of the resources of the area remains important to Ngāti Mutunga today.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Onaero River Scenic Reserve	As shown on SO 324313

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Onaero River Scenic Reserve. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Onaero River Scenic Reserve to Ngāti Mutunga.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Onaero Coast Marginal Strip	As shown on SO 324316

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Onaero Coast Marginal Strip. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Onaero Coast Marginal Strip to Ngāti Mutunga.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Onaero River Marginal Strip	As shown on SO 324317

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Onaero River Marginal Strip. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Onaero River Marginal Strip to Ngāti Mutunga.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Urenui River Marginal Strip	As shown on SO 324319

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area (the legal description of which is set out in Table 1 of Part 4 of this Schedule).

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Urenui River Marginal Strip. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Urenui River Marginal Strip to Ngāti Mutunga.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Coastal Marine Area adjoining the Area of Interest	As shown on SO 324320

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area.

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Coastal Marine Area. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Coastal Marine Area to Ngāti Mutunga.

A taniwha named Rangitotohu protects the Taranaki coastline. This taniwha is remembered in the whakatauhā: "Ka kopa, me kopa, ki te ana o Rangitotohu" (Gone, disappeared as if into the cave of Rangitotohu). Rangitotohu would snatch passers-by and draw them into his cave. If a person was to violate rahui (temporary restrictions) or be disrespectful when fishing or gathering kaimoana they would be snatched by Rangitotohu.

The resources found along the coast of Nga Tai a Kupe (the tides of Kupe) have, since time immemorial, provided the people of Ngāti Mutunga with a constant supply of food resources. The reefs off the coast provided kōura (freshwater crayfish), pāua, kina (sea eggs), kūtae (mussels), pūpū (cats eye), pāpaka (crabs), pipi, tuatua and many other species of reef inhabitants. Hāpuku (groper), moki (trumpeter fish), kanae (mullet), mako (shark), pātiki (flounder) and tāmure (snapper) swim freely between the many reefs that can be found stretching out into the waters of Ngā Tai a Kupe and along the Ngāti Mutunga Coastline.

Names such as Pakihi, Maruwehi, Onepoto, Waitoetoe, Waikiroa, Paparoa, Kukuriki, and Owei depict the whereabouts of either a fishing ground or fishing reef.

A very important feature of the coastline is the presence of high perpendicular papa rock cliffs. These cliffs were broken by the Mimi, Urenui and Onaero rivers which forced their way out into the wide expanse of Nga Tai a Kupe. A unique fishing method was developed by Ngāti Mutunga, using the ledges hewn out by nature at the bottom of these cliffs. Mako, tāmure, kahawai, and araara (trevally) were caught off these ledges in abundance.

The cliffs on the shores also provided a plentiful supply of titi (mutton bird) and karoro (seagull). Kororā (penguin) were also harvested at certain times of the year. Ngāti Mutunga referred to Ngā Tai a Kupe as "te pātaka o te iwi" (the cupboard of food of the people). The coastline was Ngāti Mutunga's livelihood in prior times. It provided Ngāti Mutunga with all the resources of life they required to survive.

All along the shoreline from Titoki to Waiau food can be gathered depending on the tides, weather, and time of the year.

Ngāti Mutunga has, and continues to exercise, its customary rights on the coastline from Titoki in the north to Waiau in the south. Ngāti Mutunga iwi and whānau have, and continue to exercise, food gathering according to the values and tikanga of Ngāti Mutunga.

PART 5: STATEMENTS OF ASSOCIATION

Where the cliffs incline to sea level there are a number of tauranga waka (canoe berths) formerly used for fishing canoes. These have special significance to Ngāti Mutunga in their identification with the area as physical symbols of an historical association with it.

There are many sites of cultural, historical and spiritual significance to Ngāti Mutunga along the coastal area from Titoki to Waiau. Important kāinga are situated along this coastal area. These include Pihanga (originally the home of Uenuku), Maruwehi (the pā of Kahukura) and Te Kaweka (the birth place of Mutunga) which are situated on the cliffs near the mouth of the Urenui River, Oropapa, Te Mutu-o-Tauranga which is on the coast north of the Urenui River, Pukekohe, Arapawanui, Omihi, Hurita (near Mimi), Ruataki, Pukekaritoa and Titoki (Wai-iti).

Ngāti Mutunga people were often cremated, rather than buried in urupā. Many of the points jutting out into the sea along the Ngāti Mutunga coastline are tapu as they were sites used for this ritual.

Throughout the years Ngāti Mutunga has exercised custodianship over the Coastal Marine Area and has imposed rahui (temporary restrictions) when appropriate, restricting the taking of mussels, pipi, tuatua and other kaimoana. Proper and sustainable management of the Coastal Marine Area has always been at the heart of the relationship between Ngāti Mutunga and the Coastal Marine Area.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Tangitu Conservation Area and Miro Scenic Reserve	As shown on SO 336083

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area.

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Tangitu Conservation Area and the Miro Scenic Reserve. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Tangitu Conservation Area and Miro Scenic Reserve to Ngāti Mutunga.

Ngāti Mutunga have always maintained a considerable knowledge of the lands of the Tangitu Conservation Area, the Miro Scenic Reserve and the surrounding area, its history, the traditional trails of the tūpuna in the area, the places for gathering kai, and other taonga and the ways in which to use the resources of the Tangitu Conservation Area and the Miro Scenic Reserve. Proper and sustainable resource management has always been at the heart of the relationship of Ngāti Mutunga with the Tangitu Conservation Area and the Miro Scenic Reserve. The sustainable management of the resources of the area remains important to Ngāti Mutunga today.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Onaero River	As shown on SO 336080

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area.

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Onaero River. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Onaero River to Ngāti Mutunga.

The Onaero River was important to Ngāti Uenuku (also known as Ngāti Tupawhenua). Ruaoeone had Ruawahia and from Ruawahia came Uenuku, the ancestor of Ngāti Uenuku. Kaitangata also has a strong association with the Onaero River.

Puketapu and Pukemiro pā are situated at the mouth of the river. Other pā along the banks of the Onaero River include Pukemapou, Moerangi, Te Ngaio, Tikorangi, Kaitangata and Ruahine which are all located upstream. Pukemapou was the home of Uenuku's two grandsons Pouwhakarangona and Poutitia. Pourangahau was the name of their famous whata kai.

Ngāti Mutunga utilised the entire length of the Onaero River for food gathering. The mouth of the river provided a plentiful supply of pipi, pūpū (cats eye), pātiki (flounder), kahawai and other fish. Inanga (whitebait) were caught along the banks of the river. Tuna (eel) and piharau (lamprey eel) were caught in the upper reaches of the river. Piharau (lamprey eel) were caught using whakaparu, which was a technique developed by placing rarauhe (bracken fern) in the rapids of the river in times of flood.

Ngāti Mutunga people have used the Onaero River to access sacred sites along its banks. The Onaero River and its banks have been occupied by the ancestors of Ngāti Mutunga since before the arrival of the Tokomaru and Tahatuna waka. The Onaero River was a spiritual force for the ancestors of Ngāti Mutunga and remains so today.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Onaero River, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to the people of Ngāti Mutunga today.

All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāti Mutunga whānui to the Onaero River.

The Onaero River has always been an integral part of the social, spiritual and physical lifestyle of the Ngāti Mutunga people. There are specific areas of the Onaero River that Ngāti Mutunga people would bathe in when they were sick. The river was also used for baptising babies.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Urenui River	As shown on SO 324315

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area.

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Urenui River. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Urenui River to Ngāti Mutunga.

The name Urenui derives from Tu-Urenui the son of Manaia who commanded the Tahatuna waka. Upon landing Manaia named the river after his son Tu-Urenui as an acknowledgement of his mana in the area. Upon his arrival the descendants of Pohokura and Pukearuhe were residing in the area. The river was also known as Te Wai o Kura. Kura was the ancestor of the Ngāti Kura hapū who in prior times occupied this area. This name is depicted in the Ngāti Mutunga pepeha:

Mai Te Wai o Mihirau (Mimi River) ki Te Wai o Kuranui (Urenui), koia tera ko te whakararunga taniwha

The Urenui River has been a treasured taonga and resource of Ngāti Mutunga. Traditionally the Urenui River and, in times past, the associated wetland area have been a source of food as well as a communication waterway.

The people of Ngāti Mutunga lived in many pā located along the banks of the Urenui River. The Urenui River was referred to as "*he wai here Taniwha*" this figurative expression was used because of the large number of pā along the banks of the river. These pā included Pihanga, Pohokura, Maruehi, Urenui, Kumarakaiamo, Ohaoko, Pā-oneone, Moeariki, Horopapa, Te Kawa, Pā-wawa, Otumoana, Orongowhiro, Okoki, Pukewhakamaru and Tutu-manuka. The riverbanks thus became the repository of many koiwi tangata.

Ngāti Mutunga utilised the entire length of the Urenui River for food gathering. The mouth of the river provided a plentiful supply of kutae (mussels), pipi, and pūpū (cats eye). Pātiki (flounder), kahawai and other fish were caught throughout the year depending on the tide and the moon. Inanga (whitebait) were caught by the kete full. Tuna (eel) and piharau (lamprey eel) were caught in the upper reaches of the river. Piharau were caught using whakaparu, which was a technique developed by placing rarauhe (bracken fern) in the rapids of the river in times of flood.

Ngāti Mutunga people have used the Urenui River to access sacred sites along its banks. The Urenui River and its banks have been occupied by the ancestors of Ngāti Mutunga since before the arrival of the Tokomaru and Tahatuna. Such ancestors included the descendants of Tokatea. The Urenui River was a spiritual force for the ancestors of Ngāti Mutunga and remains so today.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Urenui River, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāti Mutunga today.

All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāti Mutunga to the Urenui River. Ngāti

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Mutunga also used the Urenui River for baptising babies. When members of Ngāti Mutunga were sick or had skin problems they were taken to the river to be healed.

The Urenui River has always been an integral part of the social, spiritual and physical lifestyle of Ngāti Mutunga.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Waitara River within the Area of Interest	As shown on SO 324314

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area.

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Waitara River. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Waitara River to Ngāti Mutunga.

The Waitara River takes its name from Te Whaitara-nui-ā-Wharematangi-i-te-kimi-i-tana-matua-i-ā-Ngarue. The Waitara River is important to Ngāti Mutunga as a boundary marker between Ngāti Mutunga and Ngāti Maru-Wharanui.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

Statutory Area	Location
Mimi River within the Area of Interest	As shown on SO 336081

The following Statement of Association by Ngāti Mutunga applies to the above Statutory Area.

The traditions of Ngāti Mutunga illustrate the cultural, historical and spiritual association of Ngāti Mutunga to the Mimi River. For Ngāti Mutunga, traditions such as these represent the links between the world of the gods and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Mimi River to Ngāti Mutunga.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Mimi River, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to the people of Ngāti Mutunga today.

The full name of the Mimi River is Mimitangiatua. The river was also known as Te Wai o Mihirau. Mihirau was an ancestress of the Te Kekerewai hapū and was a prominent woman of her time. The name Te Wai o Mihirau is referred to in a Ngāti Mutunga pepeha:

Mai Te Wai o Mihirau (Mimi River) ki Te Wai o Kuranui (Urenui), koia tera ko te whakararunganui taniwha

There are a number of pā and kāinga located along the banks of the Mimi River. These include Mimi-Papahutiwai, Omihi, Arapawanui, Oropapa, Pukekohe, Toki-kinikini and Tupari. There were also a number of taupā (cultivations) along the banks of the river.

Arapawanui was the pā of Mutunga's famous grandsons Tukutahi and Rehetaia. They were both celebrated warriors, especially Rehetaia who took the stronghold of Kohangamouku belonging to Ngāti Mutunga's southern neighbours, Ngāti Rahiri.

The Mimi River and associated huhu (swampy valleys), ngahere (large swamps) and repo (muddy swamps) were used by Ngāti Mutunga to preserve taonga. The practice of keeping wooden taonga in swamps was a general practice of the Ngāti Mutunga people.

The Mimi River has nourished the people of Ngāti Mutunga for centuries. Pipi, pūpū (cats eye), tio (oyster) and pātiki (flounder) were found in abundance at the mouth of the river. Inanga (whitebait) were caught all along the banks of the river.

The Mimi River has always been an integral part of the social, spiritual and physical lifestyle of the Ngāti Mutunga people. Ngāti Mutunga also used the Mimi River for baptising babies. When members of Ngāti Mutunga were sick or had skin problems they were taken to the river to be healed.

All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāti Mutunga whānui to the Mimi River.

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: STATEMENTS OF ASSOCIATION

To the people of Ngāti Mutunga, all the rivers and their respective valleys are of the utmost importance because of their physical, spiritual and social significance in the past, present, and future.

PART 6: DEEDS OF RECOGNITION

(Clauses 11.19 and 11.20)

PART 6: DEEDS OF RECOGNITION

DEED OF RECOGNITION

THIS DEED is made

BETWEEN

[Insert the name of the Ngāti Mutunga Governance Entity] (the "Governance Entity")

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by [the Minister of Conservation] [the Commissioner of Crown Lands] [delete whichever is inapplicable] (the "Crown").

BACKGROUND

- A. Ngāti Mutunga and the Crown are parties to a deed of settlement (the "Deed of Settlement") to settle the Historical Claims of Ngāti Mutunga dated [insert the date of the Deed of Settlement].
- B. Under clause [11.19 or 11.20] [delete whichever is inapplicable] of the Deed of Settlement it was agreed that (if the Deed of Settlement became unconditional) the Crown and the Governance Entity would enter into this Deed.
- C. The [insert short title of the Settlement Legislation] (the "Settlement Act") has come into force and the Deed of Settlement has become unconditional.

IT IS AGREED as follows:

1. CROWN'S ACKNOWLEDGEMENT OF STATEMENTS OF ASSOCIATION WITH CERTAIN STATUTORY AREAS

- 1.1 The Crown acknowledges, under section [] of the Settlement Act, the statements by Ngāti Mutunga set out in this clause (the "Statements of Association") of its cultural, spiritual, historical and traditional association with the Statutory Areas.

Statements of Association

- 1.2 This Deed applies to the Statutory Areas to which the following Statements of Association relate.

[Insert Statements of Association for all Statutory Areas if the Deed is to be signed by the Minister of Conservation. Those Statutory Areas are:

- Part of Mimi-Pukearuhe Coast Marginal Strip;
- Waitoetoe Beach Recreation Reserve;
- Mimi Scenic Reserve;
- Mimi Gorge Scientific Reserve;
- Mataro Scenic Reserve;
- Mt Messenger Conservation Area within the Area of Interest;

PART 6: DEEDS OF RECOGNITION

- *Taramoukou Conservation Area;*
- *Onaero River Scenic Reserve;*
- *Onaero River;*
- *Urenui River;*
- *Waitara River within the Area of Interest;*
- *Mimi River within the Area of Interest.*

[Insert Statements of Association in relation to the Onaero River, Urenui River, Waitara River within the Area of Interest and Mimi River within the Area of Interest if the Deed is to be signed by the Commissioner of Crown Lands.]

[Delete whichever clause 2 is inapplicable]

2. [CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY IN RELATION TO CERTAIN STATUTORY AREAS]

2.1 *The Minister of Conservation must, if he or she is undertaking an activity referred to in clause 2.2 in relation to or within a Statutory Area referred to in clause 1.2, consult and have regard to the views of the Governance Entity concerning the association of Ngāti Mutunga with that Statutory Area as described in a Statement of Association.*

2.2 *Clause 2.1 applies to the following activities:*

2.2.1 *preparing:*

- (a) *a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;*
- (b) *a national park management plan under the National Parks Act 1980;*
- (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:*
 - (i) *to identify and protect wildlife or indigenous plants;*
 - (ii) *to eradicate pests, weeds or introduced species;*
 - (iii) *to assess current and future visitor activities; or*
 - (iv) *to identify the number and type of Concessions that may be appropriate;*
- (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*

2.2.2 *locating or constructing structures, signs or tracks.*

PART 6: DEEDS OF RECOGNITION

2.3 *The Minister of Conservation must, in order to enable the Governance Entity to give informed views when the Minister is consulting the Governance Entity under clause 2.1, provide the Governance Entity with relevant information.]*

2. [CONSULTATION BY THE COMMISSIONER OF CROWN LANDS WITH THE GOVERNANCE ENTITY IN RELATION TO CERTAIN STATUTORY AREAS

2.1 *The Commissioner of Crown Lands must, if he or she is undertaking an activity referred to in clause 2.2 in relation to a Statutory Area referred to in clause 1.2, consult and have regard to the views of the Governance Entity concerning the association of Ngāti Mutunga with that Area as described in a Statement of Association.*

2.2 *Clause 2.1 applies to the following activities:*

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

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

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

2.2.4 *preparing a programme to eradicate noxious flora and fauna.*

2.3 *The Commissioner of Crown Lands must, in order to enable the Governance Entity to give informed views when the Commissioner is consulting the Governance Entity under clause 2.1:*

2.3.1 *provide the Governance Entity with relevant information; and*

2.3.2 *inform the Governance Entity of an application for a right of a use or occupation (including a renewal) in relation to a Statutory Area referred to in clause 1.2 (but the Commissioner of Crown Lands may withhold commercially sensitive information and material included within, or that relates to, that application).]*

3. LIMITATIONS

3.1 This Deed relates only to those parts of the Statutory Area owned and managed by the Crown.

3.2 This Deed does not, in relation to a Statutory Area:

3.2.1 require the Crown to undertake, increase or resume any activity of the kind referred to in clause 2.2; or

3.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any or all of the activities referred to in clause 2.2.

3.3 If this Deed of Recognition relates to a Statutory Area that is a river:

3.3.1 it relates only to:

(a) the bed of that river; and

(b) that part of the bed of the river (if any) that is:

PART 6: DEEDS OF RECOGNITION

- (i) owned by the Crown; and
- (ii) managed by the Crown;

3.3.2 it does not relate to:

- (a) land that the waters of the river do not cover at its fullest flow without overlapping its banks;
- (b) the bed of an artificial watercourse; or
- (c) the bed of a tributary flowing into that river; and

3.3.3 in determining whether the Crown manages a river for the purposes of this clause, management exercised by a local authority under the Resource Management Act 1991 is not relevant.

3.4 Except as provided in clause 2.1, this Deed:

3.4.1 does not affect, and will not be taken into account by, a person exercising a power or performing a function or duty under a statute, regulation, or bylaw;

3.4.2 affect the lawful rights or interests of any person; or

3.4.3 grant, create or provide evidence of an estate or interest in, or rights relating to a Statutory Area.

3.5 This Deed does not prevent the Crown from entering into a deed of recognition with a person or persons other than Ngāti Mutunga in relation to a Statutory Area.

4. TERMINATION

4.1 This Deed terminates in respect of a Statutory Area (or part of it) if:

4.1.1 the Governance Entity and [*the Minister of Conservation*] [*the Commissioner of Crown Lands*] [*Delete whichever is inapplicable*] agree in writing that this Deed is no longer appropriate for the area concerned;

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

4.1.3 [*the Minister of Conservation*] [*the Commissioner of Crown Lands*] [*Delete whichever is inapplicable*] ceases to be responsible for the activities referred to in clause 2.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

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 the activities referred to in clause 2.2 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.

PART 6: DEEDS OF RECOGNITION

5. NOTICES

5.1 The provisions of this clause apply to notices under this Deed:

Notices to be signed

5.1.1 the Party giving a notice must sign it;

Notice to be in writing

5.1.2 any notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

5.1.3 until any other address or facsimile number of a Party is given by notice to the other Party, they are as follows:

The Crown:

Governance Entity:

*[Insert an address for the
Minister of Conservation or
Commissioner for Crown Lands
(as applicable)]*

*[Insert the name and address of the
Governance Entity]*

Delivery

5.1.4 delivery of a notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

Timing of delivery

5.1.5 a notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

5.1.6 if a notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 5.1.5) be treated as having been received the next Business Day.

PART 6: DEEDS OF RECOGNITION

6. NO ASSIGNMENT

6.1 The Governance Entity may not assign its rights or obligations under this Deed.

7. DEFINITIONS AND INTERPRETATION

7.1 In this Deed, unless the context requires otherwise:

[Commissioner of Crown Lands and Commissioner means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948.] [Delete if inapplicable];

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

[Minister of Conservation and Minister means the person who is the Minister of Conservation] [Delete if inapplicable];

Party means a party to this Deed; and

Statutory Area means a Statutory Area referred to in clause 1.2.

7.2 In the interpretation of this Deed, unless the context requires otherwise:

7.2.1 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;

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

7.2.3 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;

7.2.4 the singular includes the plural and vice versa;

7.2.5 words importing one gender include the other genders;

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

7.2.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;

7.2.8 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;

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

7.2.10 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;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 6: DEEDS OF RECOGNITION

7.2.11 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

7.2.12 a reference to time is to New Zealand time.

7.3 In this Deed, references to SO 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.

7.4 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 []

[Insert signing provisions for the Governance Entity]

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in right of
New Zealand by *[the Minister of
Conservation] [the Commissioner of
Crown Lands] [Delete whichever is
inapplicable]* in the presence of:

WITNESS

Name:

Occupation:

Address:

PART 7: SHELLFISH RFR DEED

(Clause 12.10)

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA

THIS DEED is made

BETWEEN

[*Insert the name of the Governance Entity*] (the "Governance Entity")

AND

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

BACKGROUND

- A. Ngāti Mutunga and the Crown are parties to a deed of settlement (the "Deed of Settlement") to settle the Historical Claims of Ngāti Mutunga dated [*Insert the date of the Deed of Settlement*].
- B. Under clauses 12.10 and 12.11 of the Deed of Settlement it was agreed (if the Deed of Settlement became unconditional) the Crown and the Governance Entity would enter into this Deed.
- C. The [*Insert the short title of the Settlement Legislation*] (the "Settlement Act") has come into force and the Deed of Settlement has become unconditional.

IT IS AGREED as follows:

1. THIS DEED APPLIES TO THE SALE OF CROWN HOLDINGS OF QUOTA FOR APPLICABLE SPECIES

1.1 This Deed applies if:

- 1.1.1 the Crown holds quota ("Applicable Quota") for an Applicable Species on or before the date of the Deed of Settlement; and
- 1.1.2 a Total Allowable Commercial Catch (a "TACC") is set for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the Shellfish RFR Area (an "Applicable TACC").

2. THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC

2.1 This Deed applies only to Applicable Quota that:

2.1.1 relates to an Applicable TACC; and

2.1.2 has been allocated to the Crown as either:

- (a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or

PART 7: SHELLFISH RFR DEED

- (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

3. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY

- 3.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) the Governance Entity the right to purchase not less than the Required Minimum Amount of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

4. CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED

- 4.1 Where:

4.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[\frac{2}{5} \times \frac{A}{B} \times C \right].$$

- 4.2 Where:

4.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \text{the lesser of } \left[\frac{2}{5} \times \frac{A}{B} \times C \right] \text{ or } \left[\frac{A}{B} \times D \right].$$

- 4.3 For the purposes of this clause:

"A" is the length of coastline of the Shellfish RFR Area that is within the coastline of the relevant Quota Management Area;

"B" is the length of coastline of the relevant Quota Management Area;

"C" is the total amount of Quota relating to the relevant Applicable TACC;

"D" is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

"x" is the Required Minimum Amount of Applicable Quota.

- 4.4 For the purposes of this clause:

PART 7: SHELLFISH RFR DEED

- 4.4.1 the length of coastline of the Shellfish RFR Area, and of the relevant Quota Management Area, will be determined by the Crown and by such method as the Crown considers appropriate; and
- 4.4.2 in particular, but without limiting the Crown's ability to use a different method, the Crown may determine that the length of coastline of the Shellfish RFR Area means the distance (being determined by the Crown) between Fisheries Point 2626276E, 6244785N and Fisheries Point 2638090E, 6252725N (such Fisheries Points being approximately marked on the map of the Shellfish RFR Area included as schedule 2).

5. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA

Crown must give RFR Notice

- 5.1 Before the Crown Sells any Applicable Quota, the Crown must give a Notice (an "RFR Notice") to the Governance Entity which offers to Sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice.

Crown may withdraw RFR Notice

- 5.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that RFR Notice under clause 6.

Effect of withdrawing RFR Notice

- 5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that RFR Notice.

Crown has no obligation in relation to balance of Applicable Quota

- 5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

6. ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY

- 6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity, at the price and on the terms and conditions set out in the RFR Notice, if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

6.1.1 by Notice to the Crown; and

6.1.2 by the relevant Expiry Date.

7. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

- 7.1 If:

7.1.1 the Crown gives the Governance Entity an RFR Notice; and

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

7.1.2 the Governance Entity does not accept, on the terms and conditions set out in the RFR Notice, all the Applicable Quota offered in that RFR Notice by Notice to the Crown by the Expiry Date,

the Crown:

7.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but

7.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give Notice to the Governance Entity of that fact and disclose the terms of that agreement; and

7.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to Sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

8. RE-OFFER REQUIRED

8.1 If:

8.1.1 the Crown gives the Governance Entity an RFR Notice;

8.1.2 the Governance Entity does not accept, on the terms and conditions set out in the RFR Notice, all the Applicable Quota offered in that RFR Notice by Notice to the Crown by the Expiry Date; and

8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of those Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 5.1.

9. EFFECT OF THIS DEED

9.1 Nothing in this Deed requires the Crown to:

9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996; or

9.1.2 offer for sale any Applicable Quota held by the Crown.

9.2 The Governance Entity acknowledges that the inclusion of any Applicable Species in the Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for that species.

9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

PART 7: SHELLFISH RFR DEED

9.3.1 any requirement at common law or under legislation that:

- (a) must be complied with before any Applicable Quota is sold to the Governance Entity; or
- (b) the Crown must Sell the Applicable Quota to a third party; and

9.3.2 any legal requirement that:

- (a) prevents or limits the Crown's ability to Sell the Applicable Quota to the Governance Entity; and
- (b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

10. THIS DEED DOES NOT APPLY IN CERTAIN CASES

10.1 Clauses 3 or 5.1 do not apply if the Crown is Selling Applicable Quota to the Governance Entity.

11. TIME LIMITS

11.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.

11.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

12. ENDING OF RIGHT OF FIRST REFUSAL

RFR ends on Sale which complies with this Deed

12.1 The obligations of the Crown under this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

RFR ends after 50 years

12.2 The obligations of the Crown under this Deed begin on the Settlement Date and end 50 years after that date.

13. NOTICES

13.1 The provisions of this clause apply to Notices under this Deed:

Notices to be signed

13.1.1 the Party giving a Notice must sign it;

Notice to be in writing

13.1.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

13.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

The Crown:

The Chief Executive
Ministry of Fisheries
ASB Bank House
101-103 The Terrace
(PO Box 1020)
WELLINGTON

Facsimile No: 04 470 2602;

Governance Entity:

*[Insert the name and address of the
Governance Entity]*

Delivery

13.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

Timing of delivery

13.1.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the third day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

13.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

14. AMENDMENT

14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

15. NO ASSIGNMENT

15.1 The Governance Entity may not assign its rights or obligations under this Deed.

16. DEFINITIONS AND INTERPRETATION

Definitions

16.1 In this Deed, unless the context otherwise requires:

Applicable Quota means Quota of the kind referred to in clause 1.1.1;

NGĀTI MUTUNGA DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

Applicable Species means a species referred to in schedule 1;

Applicable TACC has the meaning given to that term by clause 1.1.2;

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

Crown has the meaning given to that term by section 2(1) of the Public Finance Act 1989 (which, at the date of this Deed, provides that the Crown:

- (a) means the Sovereign in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
 - (i) an Office of Parliament;
 - (ii) a Crown entity; or
 - (iii) a State enterprise);

Deed means this Deed giving a right of first refusal over Shellfish Quota;

Deed of Settlement has the meaning given by clause A of the Background to this Deed;

Expiry Date in respect of an RFR Notice, means, the date one calendar month after the RFR Notice is received by the Governance Entity;

Individual Transferable Quota has the same meaning as in section 2(1) of the Fisheries Act 1996;

Minister of Fisheries means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Act 1996;

Notice means a notice in writing given under clause 13 and **Notify** has a corresponding meaning;

Party means the Governance Entity or the Crown;

Provisional Individual Transferable Quota has the same meaning as in section 2(1) of the Fisheries Act 1996;

Quota means quota under the Fisheries Act 1996;

Quota Management Area means any area declared by or under the Fisheries Act 1996 to be a quota management area;

PART 7: SHELLFISH RFR DEED

Quota Management System means a quota management system established under Part IV of the Fisheries Act 1996;

Quota Share has the same meaning as in the Fisheries Act 1996;

Required Minimum Amount, in relation to **Applicable Quota**, means an amount of that **Applicable Quota** calculated under clause 4.1 or clause 4.2 (whichever is applicable);

RFR Notice and **Notice** means a notice under clause 5.1;

Sell means to transfer ownership of **Quota** for valuable consideration and **Sale** has a corresponding meaning, but neither term includes the transfer by the Crown of **Quota** under section 22 of the Fisheries Act 1996;

Settlement Date means the date which is 20 Business Days after the Deed of Settlement becomes unconditional;

Shellfish Quota means **Quota** in relation to an **Applicable Species** (being a species referred to in schedule 1);

Shellfish RFR Area means the area identified in the map included in schedule 2; and

Total Allowable Commercial Catch has the same meaning as in section 2(1) of the Fisheries Act 1996 and **TACC** has the same meaning.

Interpretation

- 16.2 In the interpretation of this Deed, unless the context requires otherwise:
- 16.2.1 terms or 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;
 - 16.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
 - 16.2.3 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
 - 16.2.4 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;
 - 16.2.5 the singular includes the plural and vice versa;
 - 16.2.6 words importing one gender include the other genders;
 - 16.2.7 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
 - 16.2.8 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
 - 16.2.9 a reference to a schedule is a schedule to this Deed;
 - 16.2.10 a reference to a monetary amount is to New Zealand currency;

SCHEDULE 1

APPLICABLE SPECIES

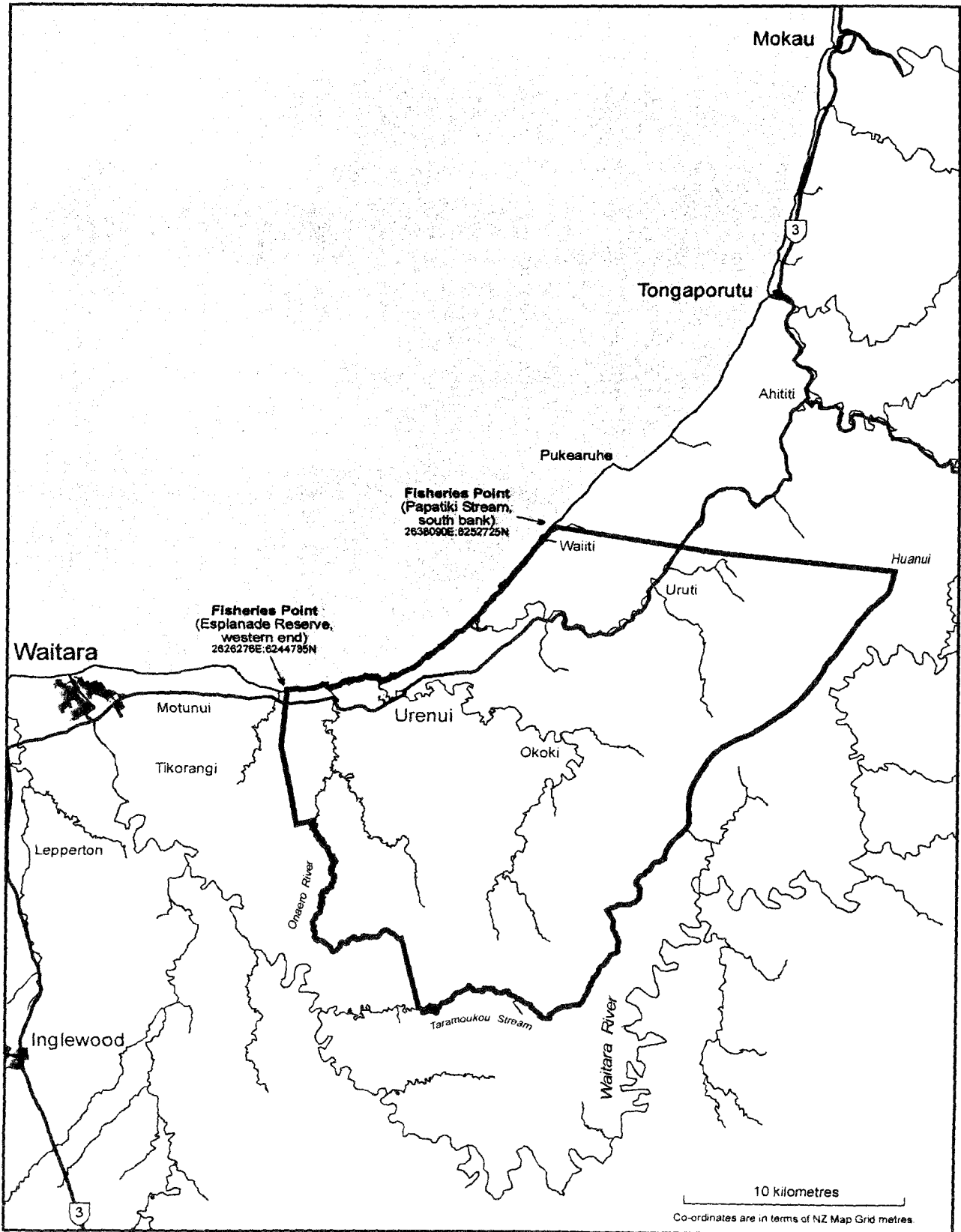
(Clause 16.1)

Māori Name	Common Name	Formal Name
Kina	Sea urchin	<i>Evechinus chloroticus</i>
Purimu	Surf-clam	<i>Dosinea anus, Paphies donacina, Mactra discors, Mactra murchisoni, Spisula aequilaturalas, Bassina yatei, or Dosinia subrosea</i>

PART 7: SHELLFISH RFR DEED

SCHEDULE 2

MAP OF THE SHELLFISH RFR AREA WITH FISHERIES POINTS MARKED APPROXIMATELY



**PART 8: PROCEDURE FOR PURCHASING TENDERED SCA
AUTHORISATIONS**

(Clause 12.15.2)

PART 8: PROCEDURE FOR PURCHASING TENDERED SCA AUTHORISATIONS

1: EXERCISE OF RIGHT TO PURCHASE TENDERED SCA AUTHORISATIONS

- 1.1 The preferential right to purchase Tendered SCA Authorisations referred to in clause 12.15.1 of the Deed of Settlement must be exercised as follows:
- (a) at least 10 Business Days before any offer by public tender of Tendered SCA Authorisations the Offeror will notify the Governance Entity of that intended offer and will provide to the Governance Entity, or ensure the Governance Entity has reasonable access to, any information:
 - (i) which would be included in a public notice of the offer of the Tendered SCA Authorisations in accordance with section 157 or section 165P, as the case may be, of the Resource Management Act; or
 - (ii) which the Offeror would make available, upon request, to any other tenderer or member of the public who so requested;
 - (b) after considering tenders responding to an offer by public tender of Tendered SCA Authorisations and submitted in accordance with section 158 or section 165Q, as the case may be, of the Resource Management Act, the Offeror will give written notice to the Governance Entity:
 - (i) offering the Governance Entity, on the terms and conditions (including as to consideration) specified in the tender or tenders most preferred by the Offeror for each Tendered SCA Authorisation, that Tendered SCA Authorisation or those Tendered SCA Authorisations (if more than one) which the Offeror considers would satisfy the conditions of clause 12.15.4(a) of the Deed of Settlement. If the only tender is the tender treated as having been lodged by the Governance Entity under clause 12.16.1 of the Deed of Settlement, or if there are other tenders but the Offeror rejects those other tenders, the tender treated as having been lodged by the Governance Entity will, for the purposes of this paragraph 1.1(b)(i), be treated as the tender most preferred by the Offeror for that Tendered SCA Authorisation; and
 - (ii) specifying:
 - (aa) the terms and conditions (including as to consideration) of every other tender for a Tendered SCA Authorisation that the Offeror proposes to accept (which information the Governance Entity must keep strictly confidential);
 - (bb) the size, shape and location of the Tendered SCA Authorisations to which those tenders relate; and
 - (cc) such other information (if any) as to those Tendered SCA Authorisations and tenders as the Offeror considers would be made available, upon request, to any other tenderer or member of the public who so requested;

PART 8: PROCEDURE FOR PURCHASING TENDERED SCA AUTHORISATIONS

- (c) without limiting the ability of the Governance Entity and the Offeror to discuss any matters, by no later than 5pm on the third Business Day following receipt of the notice given by the Offeror under paragraph 1.1(b), the Governance Entity will:
- (i) notify the Offeror in writing that the Governance Entity accepts the Offeror's offer under paragraph 1.1(b)(i) and pay any consideration then due for the Tendered SCA Authorisation or Authorisations within the period specified in that notice (which period will be no less than that which would have applied to the relevant tenderer and will commence on the date notice is received by the Governance Entity); or
 - (ii) notify the Offeror in writing of any different Tendered SCA Authorisation or Authorisations specified in the notice given by the Offeror under paragraph 1.1(b) which the Governance Entity would prefer and regards as qualifying in terms of the criteria in clause 12.15.4(b) of the Deed of Settlement; or
 - (iii) notify the Offeror in writing that the Governance Entity does not wish to exercise the right to acquire any Tendered SCA Authorisation or Authorisations,

provided that if the Governance Entity fails to give any such notice within that time period, paragraph 1.1(g) will apply;

- (d) if the Governance Entity specifies to the Offeror under paragraph 1.1(c)(ii) a different Tendered SCA Authorisation or Authorisations that the Governance Entity would prefer to be offered, the Offeror will by no later than 5pm on the second Business Day following receipt of that notice from the Governance Entity, give written notice to the Governance Entity either:
- (i) offering to the Governance Entity the Tendered SCA Authorisation or Authorisations preferred by the Governance Entity on the terms and conditions (including as to consideration) specified in the applicable most preferred tenders (and specified in that notice); or
 - (ii) informing the Governance Entity that the Offeror has determined not to offer the Governance Entity the Tendered SCA Authorisation or Authorisations preferred by the Governance Entity,

provided that if the Offeror fails to give either such notice within that time period, the Offeror will then be treated as having given the Governance Entity notice under paragraph 1.1(d)(ii);

- (e) if, in accordance with paragraph 1.1(d)(i), the Offeror offers to the Governance Entity the Tendered SCA Authorisation or Authorisations preferred by the Governance Entity, the Governance Entity will, by no later than 5pm on the third Business Day following receipt of the notice given by the Offeror under paragraph 1.1(d), either:
- (i) notify the Offeror in writing that the Governance Entity accepts the Offeror's offer under paragraph 1.1(d)(i) and pay any consideration then due for the Tendered SCA Authorisation or Authorisations within the period specified in that notice (which period will be no less than that which would have applied to the relevant tenderer and will commence on the date notice is received by the Governance Entity); or

PART 8: PROCEDURE FOR PURCHASING TENDERED SCA AUTHORISATIONS

- (ii) notify the Offeror in writing that the Governance Entity does not wish to exercise the right to purchase the Tendered SCA Authorisation or Authorisations so offered,

provided that if the Governance Entity fails to give any such notice within that time period, paragraph 1.1(g) will apply;

- (f) if the Governance Entity gives notice to the Offeror under paragraphs 1.1(c)(i) or 1.1(e)(i) that the Governance Entity accepts the Offeror's offer under paragraphs 1.1(b)(i) or 1.1(d)(i), the Offeror will, in accordance with section 161 or section 165T, as the case may be, of the Resource Management Act, grant the Tendered SCA Authorisation or Authorisations to the Governance Entity accordingly;
- (g) if the Governance Entity fails or declines to exercise the right to purchase any Tendered SCA Authorisation in the manner and within the applicable periods specified in paragraphs 1.1(c) or (e):
 - (i) subject to paragraphs 1.1(g)(ii) to (iv), upon the expiry of the applicable periods specified in paragraphs 1.1(c) or (e) or the date on which the Governance Entity declines to exercise the right to purchase a Tendered SCA Authorisation (whichever is the earlier), the right to purchase that Tendered SCA Authorisation under that tender round will lapse;
 - (ii) the Offeror may grant a Tendered Authorisation in respect of which the right to purchase has so lapsed to any other tenderer, on identical terms and conditions (including as to consideration) to those offered to the Governance Entity;
 - (iii) the Offeror may grant such Tendered SCA Authorisation to any other tenderer on terms and conditions different from those upon which the Offeror offered the Tendered SCA Authorisation to the Governance Entity, provided that the Offeror has first offered the Tendered SCA Authorisation to the Governance Entity on those new terms, in accordance with the procedures set out in this paragraph 1.1 (excepting paragraphs 1.1(a), 1.1(c)(ii), 1.1(d) and 1.1(e)) and the Governance Entity has failed or declined to exercise the right to purchase the Tendered SCA Authorisation on those new terms and conditions; and
 - (iv) if the Offeror wishes to re-offer the Tendered SCA Authorisation by public tender in accordance with section 157 or section 165P, as the case may be, of the Resource Management Act, the Offeror must comply with all of the procedures set out in this paragraph 1.1.

2: RESOLUTION OF DISPUTES

2.1 The following provisions will apply if the Governance Entity seeks to dispute any notice given by the Offeror under paragraph 1.1(d)(ii) or treated as having been so given by the proviso to paragraph 1.1(d)(ii):

- (a) in respect of the various time limits specified in paragraphs 1.1(b), (c) and (e), time will be of the essence;
- (b) if the Governance Entity disputes any notice given by the Offeror under paragraph 1.1(d)(ii) or treated as having been so given by the proviso to paragraph 1.1(d)(ii),

PART 8: PROCEDURE FOR PURCHASING TENDERED SCA AUTHORISATIONS

the Governance Entity may give notice in writing to the Offeror, by no later than 5pm on the second Business Day following receipt of the notice from the Offeror, that the Governance Entity seeks that the dispute be referred to arbitration, and the Governance Entity and the Offeror agree that the dispute will then be referred to arbitration under the Arbitration Act, in accordance with this paragraph 2, provided that if the Governance Entity fails to give notice within the period specified the Governance Entity will be treated as not having disputed the Offeror's notice;

- (c) the arbitration will be conducted by a single arbitrator:
 - (i) appointed by the Governance Entity and the Offeror if, by 5pm on the next Business Day following the day of receipt by the Offeror of the notice given by the Governance Entity under paragraph 2.1(b), the Governance Entity and the Offeror so agree and appoint; or
 - (ii) otherwise appointed by the President, or his or her nominee, for the time being of the Arbitrators Institute of New Zealand, at the request of either the Governance Entity or the Offeror; and
- (d) the Governance Entity and the Offeror will:
 - (i) be bound by the award in the arbitration; and
 - (ii) have no appeal to any Court arising from that award;
- (e) clauses 4 and 5 of the Second Schedule to the Arbitration Act will not apply;
- (f) the award in the arbitration must be made not more than five Business Days after the appointment of the arbitrator under paragraph 2.1(c); and
- (g) the Governance Entity and the Offeror will bear the costs of the arbitration equally, unless otherwise determined by the arbitrator.

3: INTERPRETATION

3.1 In this Part 8:

3.1.1 "Offeror" means:

- (a) in relation to Tendered SCA Authorisations in respect of the Specified Coastal Area offered by the Minister of Conservation under section 157 of the Resource Management Act, the Minister of Conservation; and
- (b) in relation to Tendered SCA Authorisations in respect of the Specified Coastal Area offered by the Taranaki Regional Council under section 165E(1)(a) or section 165F of the Resource Management Act, the Taranaki Regional Council; and

3.1.2 terms defined in clause 12.14 of the Deed of Settlement have the same meaning.