

**Ngāti Pūkenga**  
**and**  
**The Trustees of Te Tāwharau o Ngāti Pūkenga Trust**  
**and**  
**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:**  
**DOCUMENTS**

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### 1: STATEMENTS OF ASSOCIATION - STATUTORY ACKNOWLEDGEMENTS

#### 1 STATEMENTS OF ASSOCIATION - STATUTORY ACKNOWLEDGEMENTS

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

##### **Te Tumu to Waihi Estuary Coastal Statutory Acknowledgement Area (as shown on deed plan OTS 060 007)**

Ngāti Pūkenga have important associations with the coast from Te Tumu to Maketū to Little Waihi.

The coastal area around Te Tumu once sustained a considerable population including the ancestors of Ngāti Pūkenga. There was no shortage of fishing places. Our ancestors foraged and gathered food from the whole area as the kahitua (tuatua) is migratory and shifts from place to place. This required our tupuna to gather them from different places. Likewise the pāra or frostfish would be gathered at appropriate times, as the name indicates, when there were heavy frosts. The frost stuns the fish and they are gathered early in the morning before the gulls are able to dine on them. Kaikai karoro is a shellfish that inhabits a spiral shaped shell and the flesh, when cooked and retrieved, tastes something akin to crayfish or crab. Pingao, a plant used originally to bind staves together in the same way harakeke was used, and later on to create fine tukutuku panel designs, were harvested from the dunes.

In times of peace, our people spent a considerable amount of time living on this coast, gathering, fishing, preserving and preparing the bounty the coast provided. This area was also significant because a large swamp, 'Te Reporoa', ran along the back of the dunes and was a very important source of water fowl such as duck, pūkeko, matuku etc. Eels abounded and swamp plants such as harakeke, toetoe, various mosses and black mud called 'paru' and suchlike were gathered to build shelters and to produce clothing.

The Maketū estuary has been a traditional food gathering area of Ngāti Pūkenga shared with other iwi for hundreds of years. The types of food taken from this estuary include tuangi, pipi and tio (oysters). Many types of fish are caught there including kahawai, snapper, flounder, mullet, whitebait and eels from the Kaituna river. The Maketū estuary is famed for the abundance of food.

Around the point at Okurei, mussels, kina and paua were once numerous and sustained considerable populations. There are many named fishing spots along the Maketū coast, and on the ocean side of the sand bar kahitua (tuatua) can be obtained.

The Waihi estuary is of particular importance to Ngāti Pūkenga because of the proximity of our land at Waewaetutuki that directly abuts the estuary. According to our pakeke, the Ngāti Pūkenga stronghold at Waewaetutuki was a powerful defensive position. Invaders advancing from the Waihi estuary were hampered from scaling the pa as the pa was built to make climbing incredibly difficult, thus enabling Ngāti Pūkenga to pick them off methodically.

The Waihi estuary provided a safe place for the mooring of waka as well. Ngāti Pūkenga traditions tell of a famous waka called Te Whakatahataha which was moored in the Waihi estuary. It was in this waka that Ngāti Pūkenga used a technique that allowed them to overcome the flotilla of the other iwi who were better armed. Disguising themselves in a particular way by raising their cloaks above their faces and paddling in a contrary way, Ngāti Pūkenga gave the impression that they were trying to flee the other iwi. The Ngāti Pūkenga war party waited until the other iwi were relatively close and had fired their volley. Dropping their cloaks and reversing their direction they



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rammed the other iwi, overturning their waka and evening the odds. The other iwi succumbed on that day.

The abundance of seafood and fowl made the estuary a most desirous place to live. Waihi estuary was therefore also Ngāti Pūkenga's maara kai, shared with the many iwi and hapu who also called it home.

Ngāti Pūkenga today continue to carry out our customary practices as our ancestors did along the coast from Te Tumu to Maketū to Little Waihi. We still gather shellfish from those places. We still fish along the coast. We still maintain the narratives handed down by our old people.

#### **Pakikaikutu Coastal Statutory Acknowledgement Area (as shown on deed plan OTS 060 009)**

Ngāti Pūkenga, also known as Te Tāwera, settled the Pakikaikutu block near Pārua Bay in 1838. The area is more commonly known as Tamaterau today. The land was 'tuku whenua' due to the killing of a Ngāti Pūkenga chief at that place.

According to our tribal history Te Tāwera were on their way north in canoes to trade for firearms. On the way one of the crew members, Te Kohupō wished to visit with his sister who had married an important chief of the area. Disembarking near Whāngarei Heads he made his way around the coast, passing through Pārua Bay. Unbeknown to him, he was being stalked by a local warrior and when he took a rest near a small stream he was surprised and killed at Pakikaikutu.

News of Te Kohupō's murder soon reached Te Tāwera in the Bay of Islands. Ready and arming themselves with their recently acquired firepower they set forth heading southwards towards Whāngarei Harbour where they entered intent on 'utu'. Arriving at Pārua Bay they spied a large contingent of people on the shore, and emissaries issued forth carrying with them terms for peace.

The canoes were drawn up on the beach and the entire retinue made their way from Pārua Bay over to Pakikaikutu. The Whāngarei chiefs pointed out the place where Te Kohupō had met his end, rituals were enacted and in recognition of the unwarranted taking of his life, the land was given over to Te Tāwera.

The coastal area, particularly from Waikaraka to Parua Bay (where the canoes landed), was incredibly important to Ngāti Pūkenga, more so because of the steep nature of the Pakikaikutu block, and the challenges these presented when food needed to be grown, dwellings built, or game taken. The 'kāpata kai', as expressed by Ngāti Pūkenga elders was the moana itself. There were oyster reefs at Tamaterau and Pārua that were utilised by the locals, spots where kina, scallops and mussels could be harvested. Every type of fish imaginable could be caught according to its own season in the shallows and deeper channels around the coast. When transport by water was the main mode of travel, the beaches and small coves provided safe anchorages, and canoes could ply this area taking aboard large seine nets to encircle the large schools of herrings, kahawai, parore, snapper and myriad other species.

The shallows along this coastal strip abounded in various types of pipi, a staple for the people living there, as these could be taken at almost any time of the year regardless of the weather, dried and stored for leaner times, or gathered in quantities to supply the many gatherings, mourning ceremonies or taken as gifts for other iwi and hapū. Indeed, all of the marine mentioned and more when presented to other tribal groups in the quantities required helped to balance the delicate inter-tribal relationships and ensure the mana of Ngāti Pūkenga was upheld and enhanced.



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#### **Manaia Harbour Statutory Acknowledgement Area (as shown on deed plan OTS 060 006)**

Nowadays all of Te Tāwera are Ngāti Pūkenga and all of Ngāti Pūkenga are Te Tāwera. Therefore for the purposes of this Statement of Association the term Te Tāwera also means Ngāti Pūkenga and the term Ngāti Pūkenga also means Te Tāwera.

Manaia harbour was and is a central food source for Te Tāwera from times of old to the present. Many species of fish and other kaimoana were caught and collected there including patiki, tamure, parore, mullet, herrings, kingfish and kahawai. Manaia harbour is also known for having the largest pipi bed on the Coromandel peninsula.

As well, the land around the harbour holds many sacred sites such as urupa, waahi tapu and battle grounds. For Te Tāwera it is also the place where our Kaitiaki, Tuhirae (Mango shark) swims looking over the people of Ngāti Pūkenga. Another significant area bordering the harbour is Paiakarahi (beach). This is where the body of Te Kou o Rehua was taken and the Hahunga ceremony carried out. This area and all the harbour areas are of huge cultural and spiritual significance to all Te Tāwera.

#### **Manaia River Statutory Acknowledgement Area (as shown on deed plan OTS 060 011)**

Nowadays all of Te Tāwera are Ngāti Pūkenga and all of Ngāti Pūkenga are Te Tāwera. Therefore for the purposes of this Statement of Association the term Te Tāwera also means Ngāti Pūkenga and the term Ngāti Pūkenga also means Te Tāwera.

The Manaia awa is a greatly treasured taonga of Te Tāwera and Ngāti Pūkenga and features in the tribal pepeha. We offer the awa formal greetings in our hui and tangi and consider ourselves as guardians of the awa. We see the awa as an integrated whole of water and land within the Manaia catchment. The awa runs along the Manaia tuku lands and passes right beside Manaia marae.

The awa is a vital part of the Pātaka kai or "food basket" of Manaia. We have caught and preserved large numbers of eels and fish over the centuries. In early times the summer months provided such large numbers of kahawai, herrings, and mullet the awa bed was not visible due to the swarming masses migrating up the awa. We were able to preserve fish for the leaner seasons by drying them using the Pawhara process, smoking, and by storing large quantities in vinegar. However from the later 1900s the fish stocks have reduced as the awa's health has deteriorated. It has been common custom for the fish and tuna collected from Manaia awa to be shared among our whānau.

Manaia awa is an important source of fresh water for the iwi, especially the marae. It plays a significant part in our daily lives by providing water for bathing, washing, travel by waka, boiling and cooking, medicinal purposes, and harakeke.

#### **Hauturu Block (as shown on deed plan OTS 060 005)**

Nowadays all of Te Tāwera are Ngāti Pūkenga and all of Ngāti Pūkenga are Te Tāwera. Therefore for the purposes of this Statement of Association the term Te Tāwera also means Ngāti Pūkenga and the term Ngāti Pūkenga also means Te Tāwera.

The Crown acknowledges that Ngāti Pūkenga has cultural, spiritual, historical, and traditional associations with the area set out in this Statement of Association.

The Hauturu Block once formed part of the original tuku lands gifted to Te Tāwera by Ngāti Maru. It was and always will be of huge cultural and spiritual significance to Te Tāwera for it contains our



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sacred maunga, Hauturu, as well as waahi tapu, mahinga kai, battle grounds and several urupa where the remains of our tupuna lie.

Hauturu has special significance to both Te Tāwera and Ngāti Maru in the Manaia area. Ngāti Maru traditions say that Hauturu was the elder of two siblings. One day, Hauturu's younger brother, Pukewhakataratara, decided he would stand up and block the view that Hauturu had of his beloved Rangitoto, an island across the other side of Tikapa Moana. When Hauturu asked Puke to sit, so as not to obstruct his view of Rangitoto, Puke vehemently refused and rebuked him saying 'who are you, that I should sit down?' Hauturu seeing no amicable solution to the problem quickly knocked his younger brother flat to the ground reminding him of his status as the tuakana or elder of the two. Pukewhakataratara has not moved from where he fell and remains there to this day.

The peak of Hauturu is also an important ancestral marker, confirmed by Ngāti Maru chiefs at the tangihanga of Te Kou o Rehua in September 1865. When Te Kou's son, Paroto, stood and returned the Manaia lands to Ngāti Maru, saying that he would take all his people back to Tauranga, all the Ngāti Maru chiefs present stood one after another to affirm the original tuku to Te Kou, saying 'Ko hauturu hei kawhena mo Te Kou' ('let Hauturu be the resting place of Te Kou'), further adding that they should stay here on their own land. This whakatauki is widely used to acknowledge and describe this ancestral icon and the Te Tāwera tuku lands.

A pa site stands on the Paekihauraki ridgeline between Hauturu and Pukerangiora within this block. Te Kou ordered the building of the pa in the 1850s for defensive purposes. Though access to the pa site is now overgrown, once you get there the remains can still be clearly seen. For instance, there are heaped hangi stones around the pa area and the old defensive trenches are still easily visible. Even twenty years ago, the remains of the old ramparts were still visible although they crumbled at the touch.

This area was also a bountiful source of kai. Tawawawahi Stream, located in the upper reaches of the Hauturu Block, was a source of freshwater koura and eels. Other tributaries that flowed through the Hauturu Block also contained an abundance of tuna, kokopu and koura. The areas surrounding Hauturu were the homes for wild pigs and other wildlife and kereru that were fat because aruhe (fern root), a staple food for the people was plentiful in the area. The many smaller caves among the rock walls of the maunga were in fact used for keeping and preserving kai when needed.

Te Tāwera whanau continue today to go to this area to gather kai and sometimes to stay overnight or for extended periods to be one with the land. It is a place of beauty and spiritual healing virtually untouched by the ravages of man.

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### 2: TE TAKAPAU HORA NUI O PŪKENGĀ

## 2 TE TAKAPAU HORA NUI O PŪKENGĀ

Ngāti Pūkenga have important associations with various areas throughout Tauranga Moana and Maketū. Set out below are statements of Ngāti Pūkenga's particular cultural, spiritual, historical, and traditional association with these areas.

### Kopukairoa

Kopukairoa is an important maunga and icon for Ngāti Pūkenga. Many Ngāti Pūkenga refer to Kopukairoa in their tribal pepeha or whakatauki. The significance of Kopukairoa was to some extent portrayed in a pātere composed by Wiremu Ohia and Hokorua Himiona about Te Tāhuna o Rangataua. Its words are haunting but they also say everything that needs to be said. The following is an extract of that pātere that relates to Kopukairoa and its immediate environs:

Tū rangatira a Kopukairoa,  
Titiro iho kia Maungamana,  
E awhi rā ia Tamapahore,  
Ia Tahuwhakatiki  
Me Whetu o te Rangi,  
Ngā marae nohoanga,  
O ngā mano o ngā Pāpaka o Rangataua

Kopukairoa was once an immense whale who travelled from Hawaiki at around the same time as the first Maori ancestors who migrated to Aotearoa from the Pacific. He and his family made their way to Tauranga accompanied by various waka claiming the honour of their sacred company. These three whales entered the Tauranga harbour and found their way to Rangataua. The baby, called Hikurangi, was parched and seeking respite, saw a small stream flowing from the shore and took a drink unaware that it was enchanted. After a short sip he was turned to stone. The mother whale following on his tail in her grief also drank from the stream and she herself became Mangatawa, the great stone effigy embracing her calf. The father, Kopukairoa unable to live without them, stranded himself, and the gods, looking upon him, felt sorry and he too was turned into a towering mountain that our people still revere. We call the three maunga "Ngā Tohora e Toru" or "Te Wehenga Kauika". Our people still report that the stream turns a milky colour on occasions and our people believe that certain whale strandings in the Rangataua harbour were a consequence of the maunga and being drawn to Te U o te Tohora o Maungamana.

Ngāti Pūkenga tribal tradition is that there are caves on Kopukairoa that contain koiwi. The last one that was found was buried so as not to be accessed again.

Ngāti Pūkenga continue to access Kopukairoa today and hold wananga at the tihi. The Matariki celebration was initiated from our maunga during one such wananga.

### Otānewainuku and Pūwhenua

Ngāti Pūkenga have strong cultural associations with Hautere and in particular, the maunga there - Otānewainuku and Pūwhenua. Both of these maunga are intrinsic parts of the whole tribal geological genesis as told and retold in the annals of tribal oral accounts. They are maunga kōrero (mountains of oratory), maunga kārangaranga (mountains reverberating with the call of ancient times) and maunga tupua (enchanted mountains) that form the mytho-poetic origins of the Tauranga Moana landscape. The stories about these maunga are recounted with veneration in the tribal recollections of Ngāti Pūkenga.



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### 2: TE TAKAPAU HORA NUI O PŪKENGA

Ngāti Pūkenga elders passed down the story of how Mauao once stood in the Hautere forest, the giant sentinel majesty of Pūwhenua and Otānewainuku dwarfing his humble form. Otānewainuku's name refers to Tāne, the forest deity, inasmuch as he was clothed in the finest of Tāne's flora, like a massive korowai cloak draping his frame he stands erect purveying all within his domain. The beautiful Pūwhenua, radiant in her symmetrical poise, she embraces the forest denizen, the many hapu of Patupaiarehe call her confines home, emerging only in the evenings to make their way to the ocean to reap their harvest and quickly scuttling back to the safety of her embrace before dawn's first shards appear on the horizon.

The traditions of Patupaiarehe are strong at Pūwhenua indeed. There is an old chant still recited today that is attributed to the Patupaiarehe who lived at Pūwhenua that they used when hauling Mauao to where he stands today at the entrance of Tauranga harbour. The Patupaiarehe were often held in dread, in fact one of our grand uncles recalls going with his elders to Pūwhenua to hunt pigs, but they could only go by certain paths lest they come across the night dwellers. The dogs were the first ones to sense them and often would refuse to hunt in certain places out of fear of these fair occupants, for it was believed that the Patupaiarehe were fair skinned. Our grand uncle told us of how they would always try to avoid staying on the mountain at night because of this. There were stories of abductions. One night they got stuck and made sure to keep the fire burning all night, while the dogs snarled at the shadows beyond the reach of the light of the flames.

In times past Otānewainuku and Pūwhenua were utilised by our ancestors as hunting grounds for kiwi, kererū, kākā and many other birds which were stored in their own fat and placed in calabashes for retrieval on special occasions. In fact males were not allowed to eat kererū until their grandmothers, mothers, wives and sisters had had their fill, often, they were lucky to suck on the bones. These types of delicacies were reserved for visitors as well, as it is our tradition that visitors must always have the best. Our elders taught us not to take the feathers of the kererū out of the bush, but to pluck and bury them where they fell and stick the tail feathers into the top of the small mound so that the 'mauri' of the birds would not be lost to its special area. It was well known that the birds, like our people had their own specific rohe that they belonged to.

Many types of berries were foraged including tawa, which tastes a little like diesel to the uninitiated, or the karaka that required proper steaming in the earth oven before consumption as to not do so could prove fatal. Harore (a type of fungus), a favourite of our old people was gathered at its special time. If one missed the signs the harore would be gone quickly. 'Harore rangi tahi' (One day harore) is a saying that reflects this and was applied to people who could not stick at things, much like the pakehā proverb, 'fly by nighters'. With the advent of the 'Captain Cook' variety of pig and latter introductions including deer, the bush larder replenished Ngāti Pūkenga's stocks in times of need. The bush is rich in foodstuffs, mātauranga, traditions, stories and tikanga. Ancient tracks traversed by our ancestors still remain there today, and their words linger in the minds of their descendants.

#### Otawa

Otawa is the ancestral mountain of Te Tāwera and Ngāti Pūkenga tupuna Takakōpiri and his wife Te Kāhureremoa. Te Kāhureremoa travelled to Otawa after a disagreement with her father (Paaka) over a betrothal and her subsequent actions. Her purpose was to revive a fleeting romance with the handsome chief Takakōpiri whom she had met briefly when he and his people visited her father's settlement. While making her way towards Otawa mountain she and her mokai (servant) were distracted by the rustling of birds high above them. Surveying the tree canopy she saw a man engaged in spearing birds. She enquired of the man perchance would he know in what direction lay Otawa, the home of the great chief she sought. The hunter replied yes, indeed, he knew, and that, should the pair agree, he would take word of their imminent arrival. After briefly describing the most appropriate route to follow, he quickly disappeared into the undergrowth and made his way to Otawa. Te Kāhureremoa and her mokai continued on their way, eventually arriving outside the pā at Otawa. Te Kāhureremoa was welcomed into the pā and the chief of the

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### 2: TE TAKAPAU HORA NUI O PŪKENGĀ

pā emerged from the crowd to greet her. Seeing him in his radiance she then knew that the young bird hunter and man she had travelled so far to be reunited with were in fact one and the same. There was much rejoicing in the pā and the two were married.

Takakōpiri held mana over lands from Maketū to the Waimapu River in Tauranga. In a well-known local tradition these lands were divided between his grandsons Te Iwikoroke and Kūmaramāoa, – with Te Iwikoroke gaining mana over the lands on the Maketū/Te Puke side of the Otawa Range, and Kūmaramāoa over those lands on the Tauranga side. Kūmaramāoa is the eponymous ancestor of Te Tāwera, today known as Ngāti Pūkenga.

Ngāti Pūkenga used areas on Otawa as both nohoanga and mahinga kai (particularly birds) and, at times, cultivations were maintained there. Ngāti Pūkenga have continued to hunt and gather kai and rongoa on Otawa, to this day.

#### The Coast from Mauao to Te Tumu

*E noho ana au i te tiwa o Mauao, ko te tara koia i ekeina e taku tupuna e Tūtauaroa. Tēnā te kōrero, 'E noho Manu-a-Taiwhanake, tēnā ngā mano a Tūtauaroa hei hōmai kai māu'. Ko Tarawhata nāna te moana i kau, ka tipia noatia ana kuī e mau nei ki te reke, ka mau ki te urupere i waho o Tūhua, poua atu te tūāhu ki Tairongo e. Kei Panepane te pātakitaki o Te Tōmutu, ngā kōhatu tapu nō runga o Tainui i ū mai ki te wahapū, ka eke ki te Ruahine. E moe Whatarau i tō rua whakauenuku i runga o Mauao, nō te kāwai ariki i a Tūhokia, i a Te Matau hanganui e.*

*Kauria te tai moana ki ngā rua hūnanga o te ōi, o te kuia ki Motuotau, ki ngā kuku moe toka i runga Marutūāhu, he kohinga kahitua, he niania kei Ōwhare.*

*Tērā aku tauranga ika kei waho ko Rewa, ko Matangāngara he oka nene tāmure, tarakihi. Kei Paritaniwha, Patukaramea, Puhirere me Tūtakirotu ngā rua hūnanga taniwha hāpuku.*

*Takahia atu rā te tuaone ki Ōmanu, ki Waitahanui takotoranga o te tini o aku tūpuna, he ara tauā i te wā onamata i ara ai te mata uenga o te Hokotoru o Kiorekino. Mātua rā te haere i Te Ākau roa ki Te Repehunga, pou koti hono nō Te Pukuohakoma tōna awe i ahu tautika mai ki a au. Tamaumuroa ki a Tamapinaki ko ngā mātāmua, me ahu ki tai, te awa ki Wairākei hinganga nui nō ika i te rau o te patu o Tarakawa.*

*Me hoki taku titiro ki te one roa ki Pāpāmoa māra mātaitai o te tini, o te rau o Ngāti Hā, o te aītanga o Pūkenga e rangona ake nei, hamuti wera, niho tetē e!*

I'm sitting here at the peak of Mauao, the pinnacle ascended by my ancestor, Tūtauaroa. There is the saying, 'Manu-a-Taiwhanake, stay here! The myriads of Tūtauaroa will provide food for you'. It was Tarawhata who sailed the ocean, and transformed his pet dogs, whose hair on their heads was held by pins from human bone, beyond Tūhua, where their altar was built at Tairongo. The boundary line of Te Tōmutu is at Panepane where the sacred stones from the Tainui canoe, that arrived in the harbour lay, and it continues on to Ruahine. Sleep, Whatarau, in your sacred burial place on top of Mauao. You descend from the chiefly lineage of Tūhokia, of the great Te Matau.

Traverse the coastline to the fish pits of the soft mud, of the ancestress at Motuotau, to the mussels sleeping on the rocks at Marutūāhu. There are kahitua beds and kūmara at Ōwhare.

My fishing grounds beyond are Rewa and Matangāngara where you can spear succulent tāmure, and tarakihi. At Paritaniwha, at Patukaramea, at Puhirere and at Tūtakirotu are the fish holes of the enormous hāpuku.

Follow the beach to Ōmanu, to Waitahanui, sites of my myriad ancestors. This was a pathway for war parties in years gone by, where the sixty-strong party of Kiorekino battled. Continue through

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### 2: TE TAKAPAU HORA NUI O PŪKENGA

the circuitous route to Te Repehunga, where the 'pou koti hono' of Te Pukuohakoma is. There his power forms the boundary to me. Tamaumuroa and Tamapinaki were the elder siblings. Continue on to the sea, to the river at Wairākei, where the many victims fell to Tarakawa's patu.

I gaze back to the expansive beach at Pāpāmoa, seafood gardens of the multitudes and numerous descendants of Ngāti Hā, of the progeny of the illustrious Pūkenga – the fearless one!

Ngāti Pūkenga have a long and important association along the coast from Mauao to Te Tumu, shared with other iwi. Amongst other things, this long stretch of beach was a main highway in former times. Many war parties including those of Ngāti Pūkenga marched their way to and from battle along the coast. On one such expedition, the enemies of Ngāti Pūkenga could be seen by our ancestors from the pā in Maketū approaching them to fight. So great were the numbers of warriors bolstering the enemy ranks though, that no detail could be made out as all that could be observed was a massive dust cloud created by this procession.

Particular sites important to Ngāti Pūkenga along the coast from Mauao to Te Tumu include:

#### *Mauao*

Mauao is a maunga tapu which holds significant cultural, spiritual and ancestral importance for Ngāti Pūkenga and other iwi.

Tūtauroa and Taiwhanake, tupuna of Ngāti Pūkenga (through our ancestor Kūmaramāoa) and other iwi, were the first to occupy Mauao and this occupation lasted for twelve generations.

Mauao is also known as Mount Maunganui. Even the name Maunganui holds its own significance as the name was brought from Hawaiki. This was the mountain that Tane (the god) climbed upon when he went to get the three baskets of knowledge from the heavens. Maunganui was also where the demi-god Tawhaki first alighted upon his return from the heavens and it is where the Sun and Moon were housed in their respective houses in the ancient traditions.

There are many sacred places about Mauao including the rocks Nga Kuri a Tarawhata, Te Kuia and Tirikawa. Of particular significance to Ngāti Pūkenga is a burial cave on Mauao where, according to our oral tradition, a great Ngāti Pūkenga rangatira, Paurini Te Whatarau, was buried, such was the esteem that he was held in. His burial cave is said to be on the western slopes overlooking the entrance.

As well, Mauao has been used from time immemorial as a food gathering place. Kai moana of all descriptions were gathered here by Ngāti Pūkenga and other iwi. The rocks along from Mauao and just off the beach were utilised too by Ngāti Pūkenga and others for many generations as key sources of kaimoana including the kukumoetoka, paua of varying descriptions, kina, crayfish, crabs and many types of fish depending on the season.

#### *Hopukiore*

Hopukiore (also known as Mount Drury) was an old burial site. It was also a sacred site used for tā moko. The bones of the native rat, or 'kiore' were utilised to make the tattooing instruments required, hence the name of the place, Hopu-kiore ('catch rats').

#### *Te Akau*

Te Akau comprises all of the sand dune area from Te Tumu to approximately Omanu. One of our kuia, said in reference to the Pāpāmoa dunes 'he urupā katoa a reira' [the whole area down there is a burial ground]. This was in reference to the customary practice of Ngāti Pūkenga tupuna to inter their dead in the sand, alongside the dead of other iwi. A Ngāti Pūkenga practice carried out in Tauranga and in Manaia was to either bury their dead in the sand dunes permanently or



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### 2: TE TAKAPAU HORA NUI O PŪKENGĀ

temporarily until all that remained was the bones. Those who were temporarily buried would be reinterred at another sacred place and remain there forever.

After the battle of Te Tumu, some of the retreating Ngāti Pūkenga warriors who had managed to carry away some of the remains of their people quickly buried them in the sand dunes so that they would not be found by their pursuers. Those who were mortally wounded were also treated in this way. Therefore Te Akau was considered highly tapu by the old people and the dune area was treated with some reverence in consequence.

#### *Waitahanui*

This site has been used as an urupā since the time of Ngātoroirangi, tohunga of the Arawa canoe, after the battle known as Maikukutea. Ngātoroirangi, our ancestor through our Te Arawa whakapapa, overcame a flotilla of canoes that came all the way from Hawaiki to seek revenge upon him. Through the use of karakia he brought a great storm to punish the offenders, who were anchored off Motiti. The defeat was so complete and consuming that the next morning only the bleached fingernails of his would-be assailants were found on the beach at Pāpāmoa (on the mainland). The battle then became named for this event, 'Maikukutea' ('bleached fingernails'). The sand dunes where the fingernails were interred became an urupā used by our ancestors right down to the 1950s. A chief of Ngāti Pūkenga, Te Atirau, is buried there along with many others.

The bodies of the dead from three of the marae in the Rangataua area, Tamapahore, Tahuwhakatiki and Te Whetu o Te Rangi, were transported by a very specific route to this urupā. This route went across the mudflats at low tide to Karikari peninsula, around Te Ruakirikiri, down towards Timanga near Arataki (Bayfair), past the former site of the Paraire's house on the main state highway, behind the old Baypark stadium where the people would rest near the macrocappā tree (which marked the site of some burials itself as it was the custom not to allow the body to touch the ground and, if it did, the body would be buried there) and continue to Waitahanui where the body was buried.

#### *Te Repehunga to Wairakei*

Te Pukuohakoma was the brother of Kūmaramāoa and Te Iwikoroke. Te Iwikoroke gifted a portion of his estate to Te Pukuohakoma, stretching from Te Repehunga to Wairakei and back to Otawa. Ngāti Te Pukuohakoma was the hapū of another iwi but the descendants of Te Pukuohakoma intermarried with descendants of Pūkenga so that the descendants of this hapū today, are known as Ngāti Pūkenga.

Due to these intermarriages, Ngāti Pūkenga came to occupy this area and exercised kai gathering and fishing rights along with other iwi. The varieties of seafood gathered from this area included snapper, tarakihi, para (frost fish), kahitua, kaikaikaroro and mussels (after a large storm). Other resources collected in this area included pingao (used in weaving) and toetoe (for tukutuku). As well, the swamp in this area was abundant in different types of food including tuna, kouka (cabbage tree fruit), teure, paru (black mud used for dye), parera (water fowl), pukeko and hakakao (seasonal bird). The old people lived in this area during the spring and summer in order to collect this food.

#### **Amaru Te Waihi**

Amaru Te Waihi is an important place in Ngāti Pūkenga traditions as it is where Ngāti Pūkenga fought with another iwi. Ngāti Pūkenga were returning to their pā in Tauranga when they pulled in at Waihi and commenced to play wrestle with some of the local peoples. This sport ended in tragedy when a local chief was speared in the water and killed. Te Paranga of Ngāti Pūkenga killed him. One of the Waihi people took a weapon and a fight ensued and many were killed by Ngāti Pūkenga and their bodies taken away on their canoes to Tauranga.



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### 2: TE TAKAPAU HORA NUI O PŪKENGĀ

#### **Kaikokopu Stream**

The Kaikokopu stream flows into the Waihi estuary and runs alongside the Waewaetutuki lands of Ngāti Pūkenga. For Ngāti Pūkenga, the Kaikokopu stream was a prime source of kokowai, a highly desired pigment used to daub the bodies of warriors going to war, and to colour carvings and other ornaments. It was believed to ward off evil spirits and keep patupaiarehe at bay. The Kaikokopu stream was also an abundant source of whitebait, eels and fish. In fact, the name 'kaikokopu' means 'to eat of the fish of the same name (kokopu)'.

#### **Kaituna River**

The Kaituna river, besides being a key resource for food such as eels, whitebait and freshwater crayfish, also provided resources for building such as kākāho for thatching, harakeke for a myriad of purposes (binding, tying, the fibre for clothing and so on).

As well, it was a key transport route between the coast and Okere. Amongst the clan of another iwi, a famous waiata is still sung which refers to an ancient battle between their people and Ngāti Pūkenga where Ngāti Pūkenga are referred to as Nga toetoe i Okere. The link between Maketu and Okere was bound by the meeting house named Pūkenga that was built on the small island near the outlet of the Kaituna River at Okere.

As it was a key transport route, there were also a number of seasonal camping grounds used by Ngāti Pūkenga along the length of the Kaituna river.

#### **Motuotau**

Motuotau and the surrounding marine environment have been utilised by Ngāti Pūkenga and others for many generations as one of the key sources of kaimoana including the kukumoetoka, paua of varying descriptions, kina, crayfish, crabs and many types of fish depending on the season. In ancient times the blooming of an old pohutakawa tree that once stood atop Te Mangatawa foretold a plentiful harvest of kina in Motuotau ripe for the taking. This tree stood approximately where the blowhole of a whale might be found, the tradition in reference to this hill being that it was at one time a whale that became petrified at this spot. The old people would look to the blooming pohutakawa and would state "kuapuha a te Mangatawa" meaning Te Mangatawa has spouted. This conveyed to the people that the seafood was ready for taking.

Gathering themselves, our people would proceed to the ocean where a ceremony particular to our people would be conducted. This involved the ruahine a senior elderly woman of the tribe) entering the water until totally submerged, whilst the rest of the tribe waited onshore. When she eventually emerged from the ocean with wheke octopuses) clinging to her legs and arms, this was a signal to the able-bodied to begin harvest.

The main types of food taken in the right season at Motuotau ranged from the mussels to crayfish and on the island, the delectable oi (muttonbirds) which required appropriate rituals and practices. These included special methods for taking the fledgling. It was relayed by our forebears that the use of a thin stick was required first of all to encourage the reptile occupants of the burrow to depart, then inserting said stick into the depths of the burrow and slowly rotating the stick until the down of the fledgling oi became fixed to it so that when the stick was withdrawn the bird would come with it. Then the bird would be made to vomit to ensure that the bile that was found within its gizzard would be expelled and the neck summarily snapped. The birds were then packaged in particular ways and preserved. The hunters who undertook this activity would through continued practice and the handing on of the traditions, protected the environment and ensured sustainable harvesting. Due to the fact that there were few sources of the muttonbird, Motuotau was treated with the utmost respect.

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### 2: TE TAKAPAU HORA NUI O PŪKENGĀ

#### **Moturiki**

Like Motuotau, Moturiki and the surrounding marine environment have been utilised by Ngāti Pūkenga and others for many generations as one of the key sources of kaimoana including the kukumoetoka, paua of varying descriptions, kina, crayfish, crabs and many types of fish depending on the season.

Moturiki was and is the place favoured by divers.

#### **Omatata**

Omatata is a river and battle site on Ngāpeke block. Otiepā was the name of the particular battle fought at Omatata. Ngāti Pūkenga enticed another iwi to the site and laid an ambush in this bay. Ngāti Pūkenga turned on their pursuers and great slaughter followed.

#### **Tahawai**

Tahawai is both a river and Ngāmārama kāinga and settlement of Ngāti Pūkenga, as the iwi is also of Ngāmārama extraction. Ngāmārama was the father of Tūwairua who had Tamapinaki. His daughter Urekinō had Wharetutu who was the father of Te Matau. The latter was a hapū of Ngāti Pūkenga.

#### **Takahi Paru**

Takahi Paru is a battle site on the Rangataua mudflats where in a running battle with the war party of another iwi, Ngāti Pūkenga elders beseeched the younger tribal members to leave them behind so as not to impede their escape. The elders stoically turned to meet the war party head on and were trampled into the mud, thus both enabling a quick escape for the other tribal members and providing a barrier through which the war party had to breach before continuing their pursuit. The main battle site from which this turn of events derived was known as 'Tutu Kuharu' and 'Whakapae Waka' which is recorded in the waiata 'Muri ahiahi' I runga te Tioroa mo Tutukuharu e'.

#### **Te Rerekawau**

Te Rerekawau is named for the great flocks of shags (kawau) that came to roost in this hidden valley, a wondrous spectacle when all in flight (rere). Te Rerekawau has been a favoured leisure spot of locals for many generations. It is often incorrectly referred to as the 'Kaiate' falls. Kaiate is in fact located at the bottom of the falls and is a tributary stream the feeds into the Waitao river. This area is important as areas about it were used for the burial of placenta amongst other things, as the waterfall acts as a spiritual shield against the power of black magic it was believed. The protection was provided by the roar of the cascading waters as they rushed from high above pummelling the rocks and waters below. Tohunga with ill intentions against an individual would often seek out personal items belonging to those whom they took issue with. A person's placenta if discovered was an ultimate item, as the placenta was the source of life prior to birth, so acted as a means of delivering fatal spiritual demise. A tohunga therefore might go to sacred places known to contain placenta and intone wicked spells that if in audible range would indeed spell doom. At Te Rerekawau though this would be problematic as the noise from the falls prevented such a situation.

Te Rerekawau is also an area favoured for the sourcing of rongoa Maori, or natural remedies for at one time it was resplendent in this respect. There were also many bush foods available from the area including the native pigeon (kereru), tui, kiwi and other bush denizen. The stream itself had the prized fresh water used for many different uses including bathing and sacred rituals. The water contained koura (fresh water crayfish) prized as a delicacy by our people. There were eels and other types of fish and at one time even kakahi (fresh water mussels).



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### 2: TE TAKAPAU HORA NUI O PŪKENGĀ

Stones from Te Rerekawau were capable of being utilised as hangi stones and other purposes. When Te Whetu o Te Rangi tupuna whare was rebuilt after being lost to fire, stones selected from Te Rerekawau were used as mauri stones, four of which mark the four corners of the house. Another stone from Te Rerekawau was taken in the 1990's and placed on the marae at Ngapeke as a mauri stone for the Ngati Pukenga Ahurei (cultural gathering).

Te Rerekawau formed a natural bush track used by our ancestors to reach important places like Ottawa where the famous Takakopiri and his bride Te Kahureremoa lived. Te Whareotarakeho could be accessed from Te Rerekawau and the ancient walking tracks to Manoeka, Te Puke, Otānewainuku, Pūwhenua and Rotorua criss-crossed this area.

Today it is still used for leisure purposes in the main as much to the former glory is non-existent. The water in summer is so polluted that health warnings are a regular feature, being too dangerous to even bathe in. Ecoli counts are high. No one seems to take ownership of this problem. Because Te Rerekawau drains into the Kaiate and then the Waitao river, these waterways are also affected to a point where they too are potentially injurious to the public.

#### **Te Tioroa**

Te Tioroa is located on the Rangataua mudflats, on the seaward side of Oruamatua pā (Matapihi), and is where Ngāti Pūkenga women were slain by the war party of another iwi.

It is said that this pā was never taken in battle. Oruamatua became a settlement of Te Ikaiti and Ngāti Kiorekino hapū of Ngāti Ha and Tuarae and son Kamaukiterangi. Kamaukiterangi held this pā against all invaders and launched attacks against other tribal groups in Tauranga, Hauraki and other areas. Ngāti Pūkenga traditions record that he was never beaten in battle and his enemies had to resort to makutu to seal his fate.

A number of generations later, his descendant Taitau and the Ngāti Pūkenga living in that area were deceived by treacherous means into abandoning their pā and fleeing for the lives. The ruse resorted to by their neighbours was to use a stratagem whereby men dressed as females gathered in the bay immediately below Oruamatua, Te Tioroa, apparently gathering the delicacy known as kuharu (a soft shell pipi). The women of the pā, suspecting no danger, left and descended en masse to Te Tioroa to gather kuharu and gossip with them. On arrival, it was discovered too late for many of them, that this group were not women but warriors of another iwi disguised as such, who had bound patu and other weapons for battle to their legs, and carnage followed.

#### **Te Toto**

A site on the Rangataua mudflats of a Ngāti Pūkenga battle with another iwi.

#### **Uretureture (Matakana)**

According to Ngāti Pūkenga, Uretureture was tuku land gifted to Ngāti Ha (now known as Ngāti Pūkenga). Kamaukiterangi was an important warrior leader of Ngāti Ha. Ngāti Ha killed the enemies of another iwi who then gave Ngāti Ha Uretureture on Matakana in gratitude for their actions. A famous Ngāti Pūkenga waiata named after Kamaukiterangi recounts the events that led to this tuku whenua and is still sung today on the marae of Ngāti Pūkenga.

Uretureture is also the name of the bay. This bay was rich in many kinds of kaimoana including fish, pipi and tuhana (cockles) and on the ocean side, kahitua Horse mussels and scallops could also be accessed in the inner harbour area of Tauranga, in a deep channel running between Bowentown and the harbour entrance at Mauao. The bay was therefore a traditional food gathering area for Ngāti Ha.

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#### **Waimapu Stream**

The Waimapu Stream is the pathway by which Mauao came to the coast. There are various stories told to Ngāti Pūkenga by their elders. It is said Mauao lived in the Hautere range but because of his insignificance to those around him he had no name. Pūwhenua, a beautiful female mountain nearby, was in love with the mighty Otānewainuku and, with his love unrequited, the nameless maunga wanted to escape from the torture of love lost. He called upon the forest denizens, the patupaiarehe, to take him to the ocean that he might drown himself. An ancient patupaiarehe chant remains that is still recited on Tauranga Moana marae today. The nameless one continued his descent with the aid of the patupaiarehe, carving a gorge, weeping and sighing as he was being hauled to his fate. This weeping and sighing moved even the patupaiarehe who named the gorge left behind the sighing waters (Waimapu) and gave the nameless one a name of his own Moao (the mist) as it descended upon them all in the late evening. It is a special mist that occurs in this area. Moving closer to the coast, Moao and his patupaiarehe made their way through the inner harbour area. As they continued on the sun was on the horizon and the patupaiarehe knew that they could not be caught or they would surely perish. In vain they tried to fulfill Moao's wish to get him to the ocean but it was not to be and they fled back to their forest sanctuary leaving their charge at the water's edge and giving him yet another name 'Mau-ao' (caught in the light of day) where he stands proudly, and alone, today.

The Waimapu river and estuary was also a prized food gathering area for Ngāti Pūkenga and other iwi and hapu. Tītiko, tuhangī, and many varieties of fish including flounder, snapper, mullet and parore, and birds such as hakakau which migrate from Russia, different varieties of duck, and in the upper regions of the river, large puhī eels and kererū in the wooded regions. Backing on to the Waimapu was a Ngāti Pūkenga settlement Waoku.

#### **Waiomahuru**

Waiomahuru is the site where a great battle took place between another iwi and Ngāti Pūkenga after Ngāti Pūkenga managed to entice them from their pā at Maungatapu (Te pā o Te Ariki). The decisive encounters during the battle took place here.

#### **Waipu Bay**

At one time Ngāti Pūkenga shared part of Waipū Bay with another iwi. Waipū Bay was a mahinga kai where all types of kaimoana were taken including tītiko, pipi, pātiki, and many species of fish.

#### **Wairere**

For Ngāti Pūkenga, Wairere was a boundary marker that our pre-eminent ariki Te Kou o Rehua named at the inquiry in 1864 between another iwi and Ngāti Pūkenga, and was shown on his map. It was also well used as a walking track by Ngāti Pūkenga and others to traverse the Kaimai when travelling between Tauranga and the Waikato.

#### **Waitao**

The Waitao is a river of special significance to Ngāti Pūkenga and along its length many sacred sites such as Paepae Kōhatu, Te Whakahoro and Te Toto are located. Whetū marae and Taahuwhakatiki marae are also along the banks of the river. It was also a tauranga waka.

The Waitao has particular importance for those Ngāti Pūkenga living in Tauranga Moana because the river not only has many traditional and ancestral histories associated with it, it also supplied considerable food resources to support a substantial population. Despite being a small river in comparison to other waterways, its bounty was immense. Among the kai collected here by our

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### 2: TE TAKAPAU HORA NUI O PŪKENGA

people were herrings, eel, mullet, kahawai and whitebait. In the upper reaches of the river and its tributaries were found fresh water mussels and fresh water crayfish.

The waters were used for teaching children to swim and other leisure pursuits and sacred rituals were performed in certain parts of the river - at Te Whakahoro and Te Toto in particular.

The paddocks immediately behind Whetū Marae once made up the riverbed and waka and barges were once able to navigate the river there.

#### Geothermal

Rūaumoko is the tupuna deity associated with geothermal and volcanic activity, his female counterpart being Mahuika, tupuna deity credited with the mana of fire. Rūaumoko causes the earth to reverberate and from those more violent eruptions, quakes and fissures does the 'ahi kōmau', subterranean fire emit and the fury of Rūaumoko felt.

According to Ngāti Pūkenga tradition, this 'ahi kōmau' is also the allegorical manifestation of mana itself, seldom seen, always felt and definitely respected. Rūaumoko. From Rūaumoko descends Niwareka who is credited with creating the first woven cloak called Te Rangikaupapa who married Mataora, he who is the origin of tā moko. The fissures in the earth caused by quakes are considered Papatuanuku's tā moko, and tā moko of course in the old days was more like carving, the process creating groves in the flesh of the recipient.

Our tupuna respected Rūaumoko in their island homes, and this did not diminish when they crossed the great ocean of Kiwa. Ngātoroirangi, our ancestor through our Te Arawa whakapapa, was famed in Hawaiki as the greatest of tohunga. More than one canoe captain coveted him. Making passage on board the Arawa canoe, though initially intended as Tainui's shaman extraordinaire, so great was his anguish at the Arawa captain Tamatekapua's nocturnal indiscretions with his adored wife, did he call upon the gods of creation and the ocean denizen to quell his pain and vanquish Tamatekapua and all on board that his grief might be assuaged. Harkening to his incantations, Te Parata who controls the very tides themselves rose up and drawing unto himself the waters of ocean deep, spiraling, cavorting, increasing in pressure, volume and velocity great Parata inhaled the vastness of the ocean a whirlpool forming beneath the Arawa canoe. Descending into the swirling fastness those on board cried out in fear of impending death to the master mariner, shaman without peer for mercy. Such depression, pain and anger is not so easily overcome and Ngātoroirangi was no different in this respect, but on hearing the whimpering cries of his beloved Kearoa, a heart that was of stone now remembered the love that they shared. Relenting, Ngātoroirangi once more beseeched the gods of nature to de cease, and de cease they did the canoe emerging from the depths to reclaim fair weather and hope of landfall; this came to pass. Ngātoroirangi though was still not enamoured of Tamatekapua and sought to put as much distance between him as possible, journeying to the center of Māui's fish. On arrival there he and his servant climbed upon a mountain only to find the bitter cold too much to bear. He called upon his sister in Hawaiki to send him warmth, and this they did in the form of volcanic fire, 'te ahi kōmau' to warm his weary bones.

The path the subterranean demons followed to make Ngātoro's acquaintance being a fire line. The power of their force spread out from the centre and reached Tauranga Moana, passing beneath the Ngāpeke block, and indeed the whole Rangataua area. Geothermal hotspots included Omatata Valley, in the lands of Ngāti Pūkenga. This hotspot services the Welcome Bay Hotpools today.

A famous waiariki, translated as a geothermal hotpool, where in fact in the Māori language it translates as 'Aristocratic Water', is named 'Te Hū o Te Tuhi'. This waiariki is situated at the bottom of Ranginui hill, in the bay traditionally called Te Tehe. It is there still to this day.

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### 2: TE TAKAPAU HORA NUI O PŪKENGĀ

In various parts of Rangataua Bay, our old people used to dig in certain places to access the hot water they knew was there.

The power of the demons' force also reached Maketū where these geothermal places were used in the main for bathing, though some were used for other purposes such as the dying of flax as the hot water helped to fix the pigments, just like in Tauranga Moana.

These geothermal fields were known, used, revered and named by our tupuna. The geothermal 'wai-ariki', or 'aristocratic-waters' clearly conveys the esteem in which they were held. An ariki is considered the highest status.

There are some who have hot water bores still today in Tauranga Moana and so the mana of Rūaumoko and legacy of Ngātoroirangi lives on.

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### 3: PROTOCOL

## 3 PROTOCOL

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

### 1 INTRODUCTION

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



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### 3: PROTOCOL

- 1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in Clause 1.1, as set out in clauses 5 to 11 of this Protocol.

### 2 PROTOCOL AREA

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

### 3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section xx of the Ngāti Pūkenga Claims Settlement Act ("the Settlement Legislation") that implements the Ngāti Pūkenga 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 summary of the terms of issue set out in Attachment B.

### 4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
- 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
  - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
  - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
  - 4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;
  - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;
  - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
  - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

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### 3: PROTOCOL

#### 5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

##### General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand;
  - 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand;
  - 5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand;
  - 5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
  - 5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

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

- 5.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

## DOCUMENTS SCHEDULE

### 3: PROTOCOL

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

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

#### **Export Applications**

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

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

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
  - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
- 6.2 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

### **7 EFFECTS ON NGĀTI PŪKENGĀ INTERESTS IN THE PROTOCOL AREA**

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



## DOCUMENTS SCHEDULE

### 3: PROTOCOL

#### 8 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

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

#### 9 BOARD APPOINTMENTS

- 9.1 The Chief Executive shall:

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

#### 10 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Pūkenga's interests in the Protocol Area.
- 10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

#### 11 HISTORY PUBLICATIONS RELATING TO NGĀTI PŪKENGA

- 11.1 The Chief Executive shall:

- 11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Pūkenga; and
- 11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Pūkenga:
- (a) from an early stage;
  - (b) throughout the process of undertaking the work; and
  - (c) before making the final decision on the material of a publication.

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



## DOCUMENTS SCHEDULE

### 3: PROTOCOL

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

- 12.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Pūkenga within the Protocol Area, the Chief Executive will invite the governance entity to provide such services. Where the Chief Executive has invited the governance entity to provide such services, the Chief Executive will make a contribution, which the Chief Executive considers is reasonable in the circumstances, the amount of which will be discussed with the governance entity at the time of the invitation.
- 12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.
- 12.3 The procurement by the Chief Executive of any such services set out in Clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

#### 13 CONSULTATION

- 13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:
- 13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
- 13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;
- 13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and
- 13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

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

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



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## DOCUMENTS SCHEDULE

### 3: PROTOCOL

14.1.3 report back to the governance entity on the outcome of any such consultation.

## 15 DEFINITIONS

15.1 In this Protocol:

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

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

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

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

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

**governance entity** has the meaning given to it by the Deed of Settlement

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

**Ngāti Pūkenga** has the meaning set out in clause 10.5 of the Deed of Settlement

**Protocol** means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

**Taonga Tūturu has** the same meaning as in section 2 of the Act and means:

an object that—

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



DOCUMENTS SCHEDULE

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3: PROTOCOL

**ISSUED** on

**SIGNED** for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Arts, Culture and Heritage:

**WITNESS**

---

Name:

Occupation:

Address:

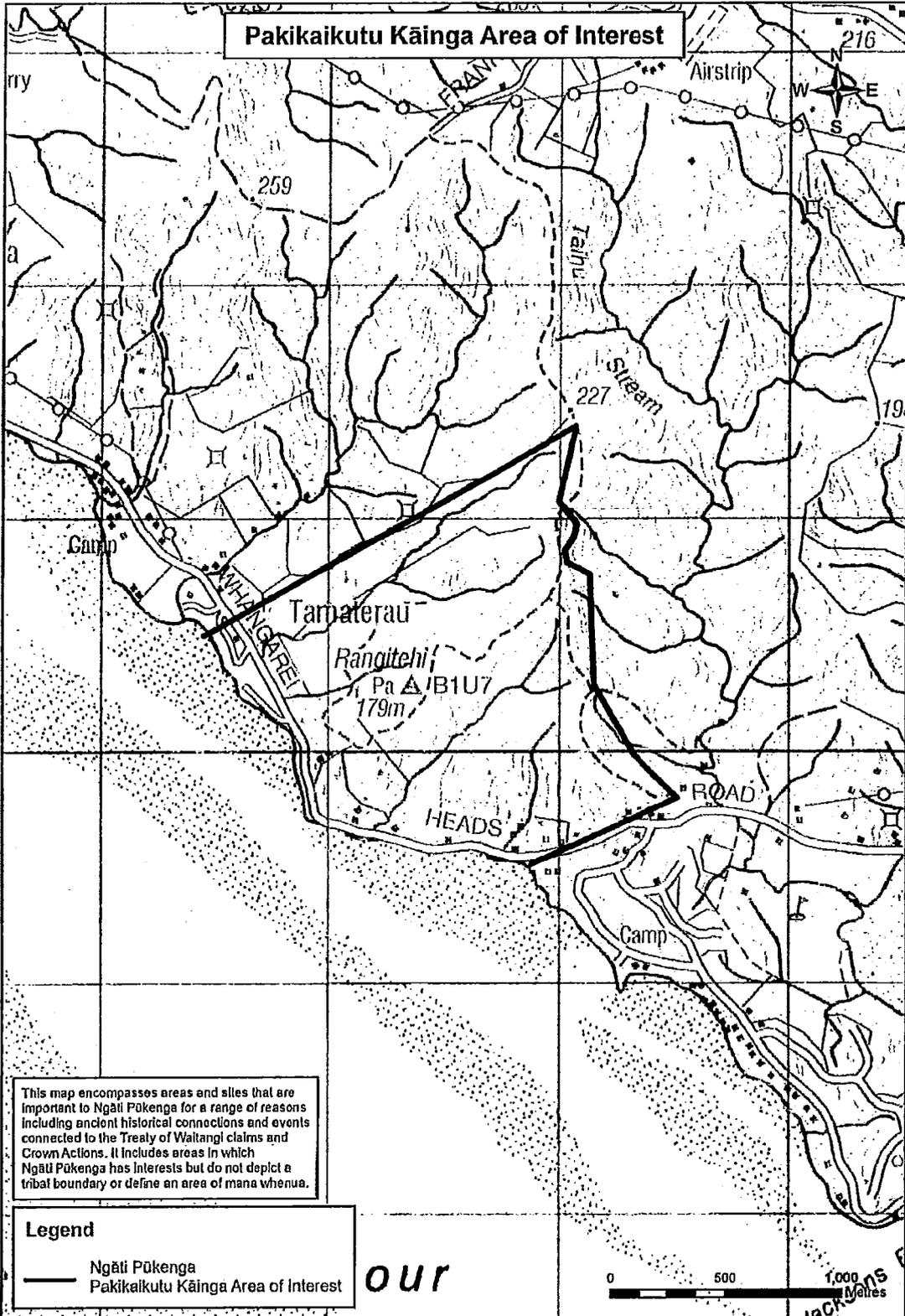
   
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DOCUMENTS SCHEDULE

3: PROTOCOL - ATTACHMENT A

ATTACHMENT A  
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA

Pakikaikutu Kāinga Area of Interest



AEC/13213/04/2013

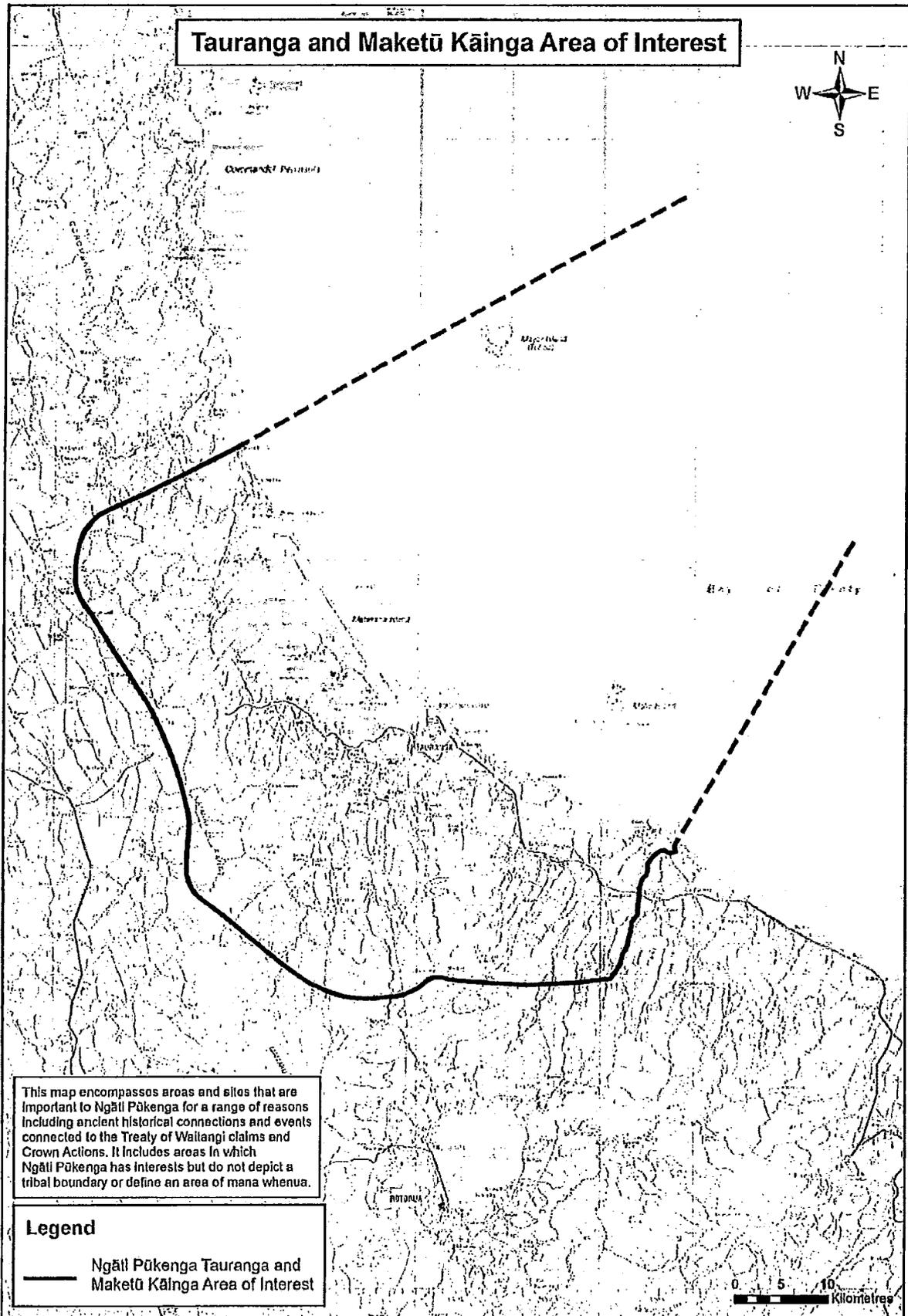
*Handwritten signatures and initials*



DOCUMENTS SCHEDULE

3: PROTOCOL - ATTACHMENT A

Tauranga and Maketū Kāinga Area of Interest



*[Handwritten signature]*

DOCUMENTS SCHEDULE

3: PROTOCOL - ATTACHMENT B

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

**1. Amendment and cancellation**

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

**2. Limits**

2.1 This Protocol does not -

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

(a) introducing legislation; or

(b) changing government policy; or

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

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

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

**3. Breach**

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

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

DOCUMENTS SCHEDULE

4: RFR DEED OVER QUOTA

**4 RFR DEED OVER QUOTA**

**DEED GRANTING A RIGHT OF FIRST REFUSAL OVER QUOTA**

**BETWEEN**

**Te Tāwharau o Ngāti Pūkenga Trust (the Governance Entity)**

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister for Primary Industries (the Crown).

**BACKGROUND**

- A. Ngāti Pūkenga and the Crown are parties to a deed of settlement to settle the Historical Claims of Ngāti Pūkenga dated [*Insert the date of the Deed of Settlement*] (the **Deed of Settlement**).
- B. The Crown agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date under that Deed, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over certain Quota.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
- by the Crown in satisfaction of its obligations referred to in clause 7.11 of the Deed of Settlement; and
  - by the Governance Entity in satisfaction of its obligations under clause 7.12 of the Deed of Settlement.

**IT IS AGREED** as follows:

**1 THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND**

- 1.1 This Deed applies only if, during the period of 50 years from the Settlement Date:
- 1.1.1 the Minister for Primary Industries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and
- 1.1.2 nominates that species as an 'applicable species', meaning one to which they wish to have a right of first refusal (RFR), and
- 1.1.3 the Minister for Primary Industries sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a **TACC**) for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the RFR Area (an **Applicable TACC**).



**DOCUMENTS SCHEDULE**

**4: RFR DEED OVER QUOTA**

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

2.1 This Deed applies only to Quota (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
- (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 the Required Minimum Amount or more 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:

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



## DOCUMENTS SCHEDULE

### 4: RFR DEED OVER QUOTA

4.3 For the purposes of this clause:

"A" is the length of coastline of the 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:

4.4.1 the length of coastline of the 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 RFR Area means the distance (being determined by the Crown) between Fisheries Point latitude 37° 25' 8.836" S and longitude 175° 57' 8.528" E to Fisheries Point latitude 37° 42.9' S and longitude 176° 20.2' E (such Fisheries Points being approximately marked on the map of the RFR Area in schedule 1).

## 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 written 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.

## DOCUMENTS SCHEDULE

### 4: RFR DEED OVER QUOTA

#### 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 in writing 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

7.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing 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 written 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 all the Applicable Quota offered in the RFR Notice by notice in writing 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.



**DOCUMENTS SCHEDULE**

**4: RFR DEED OVER QUOTA**

**9 EFFECT OF THIS DEED**

9.1 Nothing in this Deed will require the Crown to:

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

9.1.2 introduce any of the Applicable Species into the Quota Management System; or

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

9.2 The Governance Entity acknowledges that the introduction of any of the Applicable Species into a 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:

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 Neither clause 3 nor clause 5.1 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 set out in 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 set out in this Deed end 50 years after the Settlement Date.

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**DOCUMENTS SCHEDULE**

**4: RFR DEED OVER QUOTA**

**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 any 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:

The Crown:	Governance Entity:
The Solicitor-General	Te Tāwharau o Ngāti Pūkenga Trust
Crown Law Office	81 The Strand
St Pauls Square	Tauranga Central
45 Pipitea Street	(PO Box 13610)
(PO Box 5012)	TAURANGA 3141
WELLINGTON	

**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:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or
- (c) sent 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.

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## DOCUMENTS SCHEDULE

### 4: RFR DEED OVER QUOTA

#### 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 2;

**Applicable Species** means a species which nominates as one to which they wish to have a right of first refusal (RFR), under circumstances set out in clause 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;

**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;

**Fisheries Legislation** means the Fisheries Act 1983 and the Fisheries Act 1996;

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

**Minister for Primary Industries** is the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

**Party** means the Governance Entity or the Crown;



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## DOCUMENTS SCHEDULE

### 4: RFR DEED OVER QUOTA

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

**Quota** means quota under the Fisheries Legislation;

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

**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;

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

**RFR Area** means the area identified in the map included in schedule 1; and

**Total Allowable Commercial Catch** or **TACC** means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996.

- 16.2 Terms or expressions that are not defined in this Deed, but are defined in the Deed of Settlement, have the meaning given to them by the Deed of Settlement unless the context requires otherwise.

#### **Interpretation**

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

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

16.3.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

16.3.3 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;

16.3.4 the singular includes the plural and vice versa;



**DOCUMENTS SCHEDULE**

**4: RFR DEED OVER QUOTA**

- 16.3.5 words importing one gender include the other genders;
- 16.3.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 16.3.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.3.8 a reference to a schedule is a schedule to this Deed;
- 16.3.9 a reference to a monetary amount is to New Zealand currency;
- 16.3.10 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;
- 16.3.11 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.3.12 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 16.3.13 where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- 16.3.14 a reference to time is to New Zealand time.

**SIGNED** as a Deed on [ ]

**SIGNED** by the trustees of the  
**Tāwharau o Ngāti Pūkenga Trust**  
in the presence of:

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

  
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DOCUMENTS SCHEDULE

4: RFR DEED OVER QUOTA

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

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

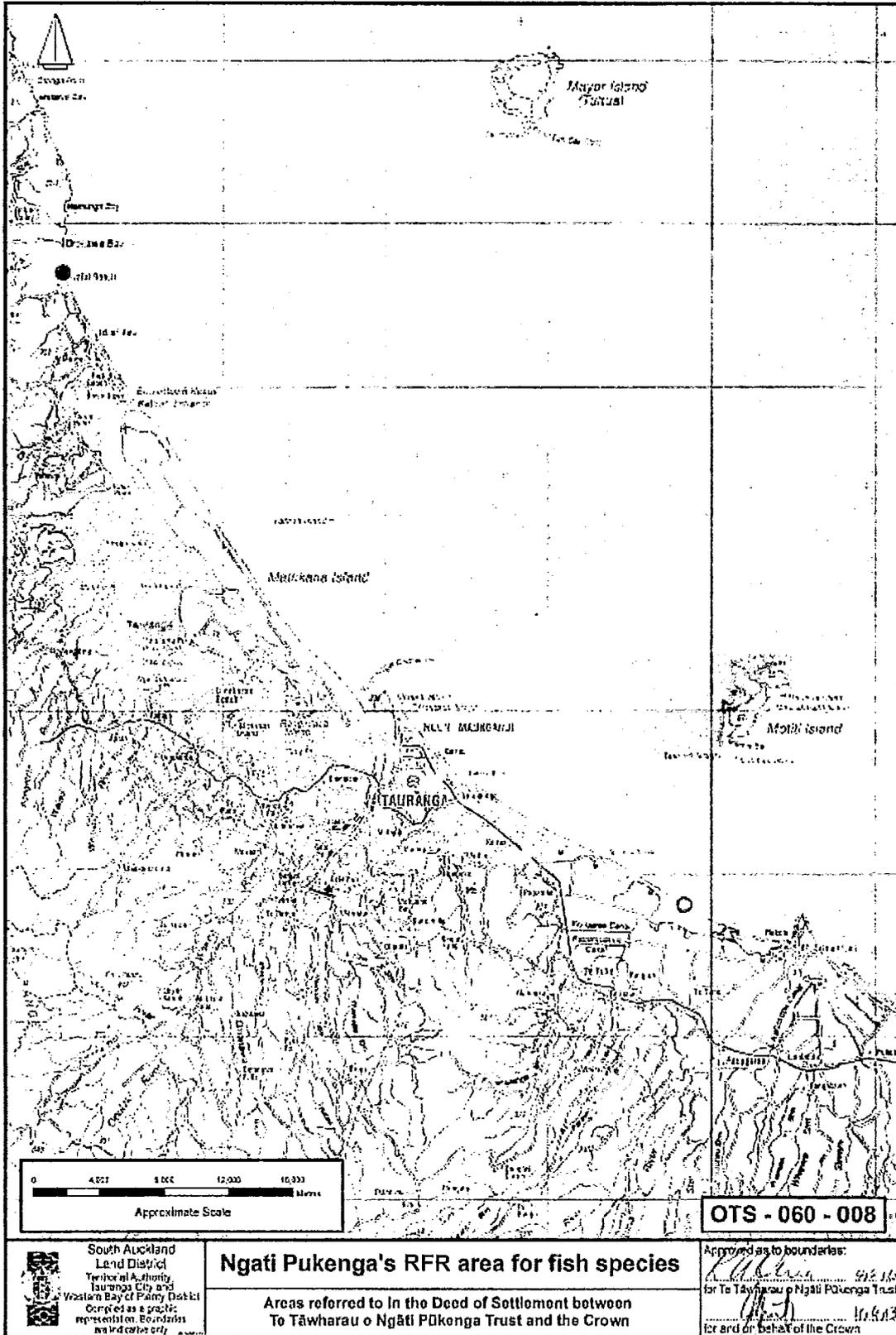
 

DOCUMENTS SCHEDULE

4: RFR DEED OVER QUOTA

SCHEDULE 1

MAP OF RFR AREA



Handwritten signatures and the number 89.

DOCUMENTS SCHEDULE

5: OTĀNEWAINUKU RIGHT OF WAY EASEMENT

5 OTĀNEWAINUKU RIGHT OF WAY EASEMENT

EASEMENT INSTRUMENT  
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

Tapuika Iwi Authority Trust, Te Kapu o Waitaha, Te Tahuu o Tawakeheimoa, Ngā Hapū o Ngāti Ranginui Settlement Trust, [Ngai Te Rangī PSGE] and Te Tāwharau o Ngāti Pūkenqa Trust need to insert correct name of the PSGEs

Grantee

Surname must be underlined

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee in perpetuity the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this                      day of                      20

ATTESTATION:

<b>Note all 6 PSGEs are to sign</b>	<b>Signed</b> in my presence by the Grantor:
	_____
-----	Signature of Witness
Signature of Grantor	Witness Name:
	Occupation:
	Address:

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**ANNEXURE SCHEDULE A**

Easement Instrument	Dated:	Page 1 of 5 pages
---------------------	--------	-------------------

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	<p>A 10 metre strip marked A and B on OTS-060-012</p> <p><i>[note for the document to be registered need to insert the legal description after the survey is completed]</i></p>	<p>Part Section 3 Block XVI Otanewainuku SD, SO 31832, Part Section 4 Block XVI Otanewainuku SD, SO 14557, Part Te Puke Block ML 3930 and Pt Waitaha No. 1 Block ML 4631/A</p> <p><i>[need to add in CT reference following the survey]</i></p>	In gross
	The Easement Area	The Grantor's Land	

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in Annexure Schedule B.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page 2 of 5 pages
---------------------	--------	-------------------

**RIGHTS AND POWERS**

**1 Rights of way**

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, its employees or contractors may proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.
- 1.3 The right of way includes—
  - 1.3.1 the right to establish a walking track on the Easement Area, to repair and maintain any existing walking track on the Easement Area, to repair, maintain, replace or remove the existing viewing platform on the Easement Area and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
  - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions (whether caused by deposit of materials, or unreasonable impediment) to the use and enjoyment of the walking track.
  - 1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to or interfering with the Grantor's management of the Grantor's Land.
  - 1.3.4 The right for the Grantee to erect and display notices on the Easement Area or with the Grantor's prior consent on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor which must be first obtained.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be discharged on the Easement Area without the consent of the Grantor.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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1.7 The public may not use any vehicle, including motorcycles or bicycles or any means of locomotion, mechanical electrical or otherwise on the Easement Area without the consent of the Grantor.

1.8 The public may not light any fires or deposit any rubbish on the Easement Area.

**2 General rights**

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

**3 Repair, maintenance, and costs**

3.1 The Grantee is responsible for arranging the repair and maintenance of the walking track and its structures on the Easement Area and for the associated costs, so as to keep the area and structures in good order and to prevent them from becoming a danger or nuisance.

3.2 The Grantee must meet any associated requirements of the relevant local authority.

3.3 The Grantee will repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.4 The Grantor will repair at its cost all damage caused to the walking track or the Grantee's structures located on the Easement Area through its negligence or improper actions.

**4 Rights of entry**

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

## 5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
  - (i) meet the obligation; and
  - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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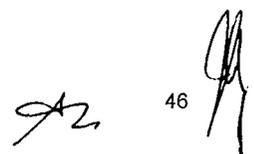
## 6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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## DOCUMENTS SCHEDULE

### 6: PAE KI HAURAKI CONSERVATION COVENANT

	enjoyment by the public, and safeguarding the options of future generations.
<b>"Conservation Values"</b>	means the conservation values specified in Schedule 1.
<b>"Covenant"</b>	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
<b>"Director-General"</b>	means the Director-General of Conservation.
<b>"Fence"</b>	includes a gate.
<b>"Fire Authority"</b>	means a fire authority as defined in the Forest and Rural Fires Act 1977.
<b>"Land"</b>	means the land described in Schedule 1.
<b>"Minerals"</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means the reserve values specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

#### 1.2 To avoid 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.

## DOCUMENTS SCHEDULE

### 6: PAE KI HAURAKI CONSERVATION COVENANT

- 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 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed:
  - 2.1.1 for Conservation Purposes;
  - 2.1.2 so as to preserve the Reserves Values;
  - 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

## 3 IMPLEMENTATION OF 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 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;
  - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
  - 3.1.4 subject to Schedule 3, 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 subject to Schedule 3, any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water without authorisation;
  - 3.1.9 subject to clause 3.1.8, 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 subject to Schedule 3, any other activity which might have an adverse effect on the Conservation Values or Reserve 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.

## DOCUMENTS SCHEDULE

### 6: PAE KI HAURAKI CONSERVATION COVENANT

- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 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 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 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 on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must undertake fencing works to maintain the condition of any fences as at the date of transfer of the Land when reasonably required except as provided in clause 5.1.2;
  - 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 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter by foot upon the Land for non-commercial purposes.
- 4.2 To avoid doubt, public access does not confer any right to hunt or camp upon the Land, which must be authorised by 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.



## DOCUMENTS SCHEDULE

### 6: PAE KI HAURAKI CONSERVATION COVENANT

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

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 the objectives specified in clause 2 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 Land to implement the objectives specified in clause 2.

### 6 JOINT OBLIGATIONS

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

### 7 DURATION OF COVENANT

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

### 8 OBLIGATIONS ON 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 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 CONSENTS

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

### 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:

## DOCUMENTS SCHEDULE

### 6: PAE KI HAURAKI CONSERVATION COVENANT

- 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 Land as if the Land were a reserve.

#### 10.4 Titles

- 10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

#### 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 (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;
- 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:

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 wild fire through wilful action or negligence (which includes the case where the wild fire 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.



## DOCUMENTS SCHEDULE

### 6: PAE KI HAURAKI CONSERVATION COVENANT

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 New Zealand Law Society is to appoint the mediator.

#### 12.3 Failure of Mediation

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

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

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

### 13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, by facsimile, or by electronic mail addressed to the receiving party at the address 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;



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DOCUMENTS SCHEDULE

6: PAE KI HAURAKI CONSERVATION COVENANT

(d) in the case of electronic mail, on the day of successful delivery of the mail.

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

14 SPECIAL CONDITIONS

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

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

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_



## DOCUMENTS SCHEDULE

### 6: PAE KI HAURAKI CONSERVATION COVENANT

#### SCHEDULE 1

Description of Land: 301.00 hectares, approximately, being Part Section 31 Block II Hastings Survey District. Part Gazette 1971 page 847.

Conservation Values to be protected:

Current forest is described as a mixture of rewarewa, towai and kanuka, with other species present in gullies where fires did not have such an effect. The dominant tree is kanuka. Dense stands of small kauri are present, generally widely scattered and occurring in small patches on the multitude of small clearings within the forest and on its margins. There are remnants of coastal forest in the northern section.

Fauna values are common forest birds, such as tui, bellbird and kereru, at low abundance. North Island brown kiwi may be present. Archey's and Hochstetter's frogs have been found in forest adjacent to this block and they are likely to be present within the block. The Manaia River contains a diverse range of freshwater fish, including several threatened species.

Reserve Values to be protected:

To ensure, as far as possible, the survival of all indigenous species of flora and fauna, both rare and commonplace, that occurs in their natural communities and habitats on the land;

To protect and enhance the cultural and spiritual values associated with the land and its related water bodies;

To protect the historic, archaeological and educational values associated with the land and its related water bodies.

To protect and maintain the landscape values of the Land, in particular its connectivity with the adjacent Conservation areas.



DOCUMENTS SCHEDULE

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6: PAE KI HAURAKI CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

The address for service of the Minister is:

## DOCUMENTS SCHEDULE

### 6: PAE KI HAURAKI CONSERVATION COVENANT

#### SCHEDULE 3

##### Special Conditions

- 1) Notwithstanding Clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.
- 2) Notwithstanding Clause 3.1.3, the Owner may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.
- 3) Notwithstanding Clause 3.1.11, the Owner may take rock of any kind from the Land for cultural or spiritual purposes.
- 4) Notwithstanding Clause 4.1, the Owner may manage public access in order to protect wahi tapu, the Conservation or Reserve Values, or for the purposes of public safety.
- 5) The Owner may undertake cultural activities on the Land, subject to
  - (a) consultation with the Department of Conservation; and
  - (b) any effects on the Conservation and Reserve Values being no more than minor.

DOCUMENTS SCHEDULE

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6: PAE KI HAURAKI CONSERVATION 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 of the  
Reserves Act 1977

---

to

MINISTER OF CONSERVATION

---

Legal Services  
Department of Conservation

  
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## DOCUMENTS SCHEDULE

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- enjoyment by the public, and safeguarding the options of future generations.
- "Conservation Values"** means the conservation values specified in Schedule 1.
- "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 a fire authority as defined in the Forest and Rural Fires Act 1977.
- "Land"** 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 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.
- "Reserve Values"** means the reserve values specified in Schedule 1.
- "Working Days"** means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.
- 1.2 To avoid 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.



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- 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 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed:
  - 2.1.1 for Conservation Purposes;
  - 2.1.2 so as to preserve the Reserves Values;
  - 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

## 3 IMPLEMENTATION OF 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 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;
  - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
  - 3.1.4 subject to Schedule 3, 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 subject to Schedule 3, any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water without authorisation;
  - 3.1.9 subject to clause 3.1.8, 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 subject to Schedule 3, any other activity which might have an adverse effect on the Conservation Values or Reserve 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.



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- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 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 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 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 on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must undertake fencing works to maintain the condition of any fences as at the date of transfer of the Land when reasonably required except as provided in clause 5.1.2;
  - 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 PUBLIC ACCESS**
- 4.1 The Owner must, subject to this Covenant, permit the public to enter by foot upon the Land for non-commercial purposes.
  - 4.2 To avoid doubt, public access does not confer any right to hunt or camp upon the Land, which must be authorised by 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.

## DOCUMENTS SCHEDULE

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

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 the objectives specified in clause 2 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 Land to implement the objectives specified in clause 2.

### 6 JOINT OBLIGATIONS

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

### 7 DURATION OF COVENANT

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

### 8 OBLIGATIONS ON 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 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 CONSENTS

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

### 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;



## DOCUMENTS SCHEDULE

### 7: TE TIHI O HAUTURU CONSERVATION COVENANT

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 Land as if the Land were a reserve.

#### 10.4 Titles

10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

#### 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 (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

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:

requested to do so; or

10.6.2.3 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 wild fire through wilful action or negligence (which includes the case where the wild fire 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:



## DOCUMENTS SCHEDULE

### 7: TE TIHI O HAUTURU CONSERVATION COVENANT

- 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 in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

### 12.3 Failure of Mediation

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

## 13 NOTICES

- 13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, by facsimile, or by electronic mail addressed to the receiving party at the address 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;
  - (d) in the case of electronic mail, on the day of successful delivery of the mail.



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7: TE TIHI O HAUTURU CONSERVATION COVENANT

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

14 SPECIAL CONDITIONS

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

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

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ as )  
Owner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

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SCHEDULE 1

Description of Land: 10.00 hectares, approximately, being Part Section 31 Block II Hastings Survey District. Part Gazette 1971 page 847.

Conservation Values to be protected:

Current forest is described as a mixture of rewarewa, towai and kanuka, with other species present in gullies where fires did not have such an effect. The dominant tree is kanuka. Dense stands of small kauri are present, generally widely scattered and occurring in small patches on the multitude of small clearings within the forest and on its margins. There are remnants of coastal forest in the northern section.

Fauna values are common forest birds, such as tui, bellbird and kereru, at low abundance. North Island brown kiwi may be present. Archey's and Hochstetter's frogs have been found in forest adjacent to this block and they are likely to be present within the block. The Manaia River contains a diverse range of freshwater fish, including several threatened species.

Reserve Values to be protected:

To ensure, as far as possible, the survival of all indigenous species of flora and fauna, both rare and commonplace, that occurs in their natural communities and habitats on the land;

To protect and enhance the cultural and spiritual values associated with the land and its related water bodies;

To protect the historic, archaeological and educational values associated with the land and its related water bodies.

To protect and maintain the landscape values of the Land, in particular its connectivity with the adjacent Conservation areas.

*AS*

*[Signature]*

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7: TE TIHI O HAUTURU CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

The address for service of the Minister is:

*AS*

*MA*

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### 7: TE TIHI O HAUTURU CONSERVATION COVENANT

#### SCHEDULE 3

##### Special Conditions

- 1) Notwithstanding Clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.
- 2) Notwithstanding Clause 3.1.3, the Owner may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.
- 3) Notwithstanding Clause 3.1.11, the Owner may take rock of any kind from the Land for cultural or spiritual purposes.
- 4) Notwithstanding Clause 4.1, the Owner may manage public access in order to protect wahi tapu, the Conservation or Reserve Values, or for the purposes of public safety.
- 5) The Owner may undertake cultural activities on the Land, subject to
  - (a) consultation with the Department of Conservation; and
  - (b) any effects on the Conservation and Reserve Values being no more than minor.

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7: TE TIHI O HAUTURU CONSERVATION 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 of the  
Reserves Act 1977

---

to

MINISTER OF CONSERVATION

---

Legal Services  
Department of Conservation

*AS* 