

NGĀTI RANGITEAORERE

and

NGĀTI RANGITEAORERE KOROMATUA COUNCIL TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

MR

TABLE OF CONTENTS

1 STATEMENTS OF ASSOCIATION.....2

2 DEED OF RECOGNITION4

3 PROTOCOLS.....10

4 LETTERS OF INTRODUCTION.....39

5 ENCUMBRANCE.....49

1 STATEMENTS OF ASSOCIATION

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

STATEMENTS IN RESPECT OF SITES OF SIGNIFICANCE

Waiohewa Stream (as shown on deed plan OTS-209-54)

Traditionally, several Ngāti Rangiteaorere settlements were located along the banks of the Waiohewa, including Waiohewa Pā, the stronghold of Ngāti Rangiteaorere. Ngāti Rangiteaorere also maintained cultivations along the stream. The Waiohewa Stream itself provided a rich bounty of kōura, kokopu and inanga.

Ngāti Rangiteaorere claim mana over the Waiohewa Stream and the traditions of Ngāti Rangiteaorere affirm the cultural, historical and spiritual importance of the Waiohewa Stream to them. The Waiohewa Stream runs directly beside Ngāti Rangiteaorere's paramount marae, which is also named Waiohewa.

Lake Rotorua Marginal Strip (as shown on deed plan OTS-209-55)

Traditionally, several Ngāti Rangiteaorere settlements were located along the foreshore. From the foreshore, Ngāti Rangiteaorere accessed Mokoia and their traditional fishing grounds in Lake Rotorua.

The Lake Rotorua foreshore is of great significance to Ngāti Rangiteaorere. For Ngāti Rangiteaorere, maintaining their association with the Lake Rotorua foreshore helps uphold Ngāti Rangiteaorere identity, connects past and present generations, acknowledges inter-tribal relationships, and links the people, the whenua and the moana.

Waiohewa Stream Marginal Strip (as shown on deed plan OTS-209-56)

Traditionally, several Ngāti Rangiteaorere settlements were located along the banks of the Waiohewa, including Waiohewa Pā, the stronghold of Ngāti Rangiteaorere. Ngāti Rangiteaorere also maintained cultivations along the stream. The Waiohewa Stream itself provided a rich bounty of kōura, kokopu and inanga.

Ngāti Rangiteaorere claim mana over the Waiohewa Stream and the traditions of Ngāti Rangiteaorere affirm the cultural, historical and spiritual importance of the Waiohewa Stream to them. The Waiohewa Stream runs directly beside Ngāti Rangiteaorere's paramount marae, which is also named Waiohewa.

STATEMENT IN RESPECT OF GEOTHERMAL RESOURCE OF SIGNIFICANCE

Tikitere Geothermal Field within the Rotorua Region Geothermal System (the location of which is as shown on deed plan OTS-209-57)

Ngāti Rangiteaorere traditions record that two sisters, Kuiwai and Haungaroa and their younger brother, Tanewhakaraka, brought fire to Aotearoa from Hawaiki to warm their older brother Ngatoroirangi who was caught in a terrible storm on Tongariro. Kuiwai and Haungaroa travelled underground, leaving geothermal heat in the land at the places where they lifted their heads above

DOCUMENTS

2: DEED OF RECOGNITION

the surface, including Tikitere. At Tikitere the sisters became separated from Tanewhakaraka who had gone exploring in the ranges. Tanewhakaraka failed to respond to his sisters' calls and with sad hearts Kuiwai and Haungaroa realised they would have to leave their little brother behind playing in the ranges above them. As an act of aroha for their brother, Kuiwai and Haungaroa left the waiariki and ngawha in the Tikitere geothermal field, and on Mokoia Island and they named the ranges where their brother played – Whakapoungakau “our hearts yearn for you”. Tanewhakaraka stayed in the ranges and many of his descendants are Ngāti Rangiteaorere.

Tikitere was a permanent settlement of Ngāti Rangiteaorere from the earliest times. They occupied pā and cultivated the land. They used the hot waters of the springs for cooking, especially tawa berries, and for bathing and medicinal purposes. Urupā are located at several places in the surrounding bush.

One of the ngawha at Tikitere bears the name of Huritini who died by her own hand. Huritini was the daughter of a chief, Rangiteaorere himself in some traditions. Feeling neglected by her husband, she threw herself into a ngawha. Her mother found the korowai belonging to Huritini beside the pool and cried out 'Aue, e tere nei taku hei tiki' (Alas, here floats my precious one). The name Tikitere itself is said to reflect this lament. From the pool named after Huritini an expansive cloud of steam known as Te Putanetane-o-Ngāti Rangiteaorere occasionally rises.

Ngāti Rangiteaorere claim mana over Tikitere and have a deep spiritual connection with the Tikitere geothermal resource. They consider it to be a taonga, inherited from the ancestors and the prime economic life force of the iwi. The Tikitere geothermal field affirms Ngāti Rangiteaorere identity, connects past and present generations, acknowledges inter-tribal relationships, and links the people to the whenua and waiariki.



2 DEED OF RECOGNITION

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

1 INTRODUCTION

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

1.1.1 Ngāti Rangiteaorere; and

1.1.2 Ngāti Rangiteaorere Koromatua Council Trust (the governance entity).

1.2 In the deed of settlement, Ngāti Rangiteaorere made statements of the particular cultural, spiritual, historical, and traditional association of Ngāti Rangiteaorere with the following areas (the statutory areas):

1.2.1 Waiohewa Stream Marginal Strip (as shown on deed plan OTS-209-56); and

1.2.2 Lake Rotorua Marginal Strip (as shown on deed plan OTS-209-55).

1.3 Those statements of association are:

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

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

1.4 The Crown has acknowledged the statements of association in the Nga Punawai o Te Tokotoru Claims Settlement (Ngāti Rangiteaorere) Act 2013, being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

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

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

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

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

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

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

DOCUMENTS

2: DEED OF RECOGNITION

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

3 LIMITS

3.1 This deed:

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

4 TERMINATION

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

- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing;
- 4.1.2 the relevant area is disposed of by the Crown; or
- 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

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

DOCUMENTS

2: DEED OF RECOGNITION

5 NOTICES

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

Area Manager,
Department of Conservation,
253 Chadwick Road
Greerton West
PO Box 9003
TAURANGA 3112.

6 AMENDMENT

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

7 NO ASSIGNMENT

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

8 DEFINITIONS

- 8.1 In this deed:

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

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

deed of settlement means the deed of settlement dated 14 June 2013 between Ngāti Rangiteaorere, the governance entity, and the Crown;

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

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

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

Minister means the Minister of Conservation;

Ngāti Rangiteaorere has the meaning given to it by the deed of settlement;

settlement legislation means the Act referred to in clause 1.4;

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

DOCUMENTS

2: DEED OF RECOGNITION

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

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

9 INTERPRETATION

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

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

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

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to:

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

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

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

DOCUMENTS

2: DEED OF RECOGNITION

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the
presence of -

WITNESS

Name:

Occupation:

Address:

The Director-General of Conservation
in the presence of –

WITNESS

Name:

Occupation:

Address:

DOCUMENTS

2: DEED OF RECOGNITION

Schedule

Copies of Statements of Association

Waiohewa Stream Marginal Strip (as shown on deed plan OTS-209-56)

[statement of association]

Lake Rotorua Marginal Strip (as shown on deed plan OTS-209-55)

[statement of association]

[Note: The statements of association will be appended to the final deed of recognition]

3 PROTOCOLS

CONSERVATION PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING NGĀTI RANGITEAORERE AND THE DEPARTMENT OF CONSERVATION

1. PURPOSE

- 1.1 This Protocol sets out how the Department of Conservation (the “Department”) and the Ngāti Rangiteaorere Koromatua Council Trust (“the **Governance Entity**”) will work together in fulfilling conservation objectives across the Rohe. It is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Ngāti Rangiteaorere and the Department of Conservation.
- 1.2 The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment A.
- 1.3 This Protocol shall apply within the Rohe as outlined in Attachment B.

2 COMMUNICATION

- 2.1 The Department will maintain effective and efficient communication with Ngāti Rangiteaorere on an ongoing basis by:
 - 2.1.1 maintaining a record of the Governance Entity’s office holders, and their addresses and contact details; and
 - 2.1.2 meeting with the Governance Entity at least once a year to discuss issues of shared interest, to be held at Waiohewa Marae or any other place in the Rohe requested by the Governance Entity provided there is reasonable access for departmental staff to the site.

3 BUSINESS AND MANAGEMENT PLANNING

- 3.1 The Department undertakes separate business planning processes prior to the beginning of each new financial year. The business planning processes determine the Department’s work priorities and commitments for the year. Operational business planning processes largely sit with Area Managers. The parties will meet at an early stage in their annual business planning process to discuss:
 - 3.1.1 timeframes and the development of annual work programmes;
 - 3.1.2 special projects requested by the Governance Entity to be undertaken together or separately and in particular:
 - (a) projects for the re-vegetation of riparian banks of rivers and lakes on conservation land within the Rohe; and/or
 - (b) the feasibility of a co-operative venture to extend the walkway on the Lake Rotorua foreshore from Hannah’s Bay to the further end of the Lake Rotorua Marginal Strip.

DOCUMENTS
3: PROTOCOLS

- 3.2 Special projects requested by the Governance Entity will be taken forward into the business planning process and considered when it determines its overall priorities.
- 3.3 If a special project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.
- 3.4 The Department and the Governance Entity will meet to identify and seek to address issues affecting Ngāti Rangiteaorere at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Rohe.

4 DEPARTMENT INPUT INTO NGĀTI RANGITEAORERE SPECIAL CONSERVATION PROJECTS

- 4.1 The Department will endeavour to support Ngāti Rangiteaorere to undertake its own conservation-related projects, for instance by:
 - 4.1.1 assisting with the planting of native plants along the Lake Rotorua lakefront in the Rohe to create a corridor for birds to Makoia Island; and/or
 - 4.1.2 identifying other funding sources or by providing technical advice for those projects.

5 CULTURAL MATERIALS

- 5.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from dead animals or birds for which the Department is responsible within the Rohe and which are important to Ngāti Rangiteaorere in maintaining, restoring and expressing Ngāti Rangiteaorere cultural values and practices.
- 5.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.
- 5.3 In relation to cultural materials, the Minister and/or Director-General will:
 - 5.3.1 work in partnership with the Governance Entity to develop and agree a process to authorise members of Ngāti Rangiteaorere to access, and use cultural materials within the Rohe when required for cultural purposes, in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted;
 - 5.3.2 consult with the Governance Entity in circumstances where there are requests between the Governance Entity and non-Ngāti Rangiteaorere persons or entities for the use of cultural materials, for example for scientific research purposes; or requests for access to and use of cultural materials within the Rohe from persons and entities other than Ngāti Rangiteaorere;
 - 5.3.3 discuss Governance Entity access to cultural materials, taking into consideration the interest of other representatives of tangata whenua, which become available as a result of departmental operations such as track maintenance or clearance, or species management, or where materials become available as a result of accidental death or otherwise through natural causes;
 - 5.3.4 assist as far as reasonably practicable, the Governance Entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered

DOCUMENTS
3: PROTOCOLS

by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas; and

- 5.3.5 provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of the plant stock.
- 5.4 Where appropriate, the Department and the Governance Entity will discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate Ngāti Rangiteaorere tikanga.
- 5.5 The Department will waive or reduce any recovery of authorisation costs for collection by Ngāti Rangiteaorere of cultural material.

6 STATUTORY AUTHORISATIONS/CONCESSIONS

- 6.1 The Department will consult the Governance Entity with regard to categories of concession applications or renewals of concession applications within the Rohe that may impact on the spiritual, cultural or historic values of Ngāti Rangiteaorere, as identified from time to time by Ngāti Rangiteaorere and the Department. As the Department works within time limits to process concession applications, it will notify the Governance Entity of the time frames for making comments.
- 6.2 Prior to issuing concessions to carry out activities on land managed by the Department within the Rohe, the Minister will encourage communication between the proposed concessionaire and the Governance Entity.

7 SITES OF SIGNIFICANCE

- 7.1 Both parties recognise that there are wāhi tapu and sites of significance to Ngāti Rangiteaorere on lands managed under Conservation Legislation.
- 7.2 Ngāti Rangiteaorere and the Department share aspirations for protecting wāhi tapu, sites of significance and other historic places. The parties will work together to conserve, as far as practicable, sites of significance in areas managed under Conservation Legislation within the Rohe. This will be done according to:
- 7.2.1 Ngāti Rangiteaorere tikanga; and
- 7.2.2 professional standards for conservation of historic places relating to their cultural heritage value, their structures, materials and cultural meaning, including those outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993.
- 7.3 The parties will develop a process for advising one another of sites of significance and wāhi tapu. The Department will inform Ngāti Rangiteaorere if wheua tangata or kōiwi are found in the Rohe. Information relating to Ngāti Rangiteaorere sites of significance will be treated in confidence by the Department in order to preserve the wāhi tapu nature of places, unless otherwise agreed by the Governance Entity.
- 7.4 The parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are to be named in the Rohe.

DOCUMENTS
3: PROTOCOLS

8 SPECIES AND HABITAT PROTECTION (INCLUDING PEST CONTROL)

- 8.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Rohe.
- 8.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 8.3 As part of annual discussions the Department will update the Governance Entity on any national sites and species programmes operating in the Rohe and will discuss with Ngāti Rangiteaorere how they wish to be involved in these programmes. The Department and the Governance Entity will also discuss opportunities and processes for collaboration with one another on other field projects of mutual interest.
- 8.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 8.5 It is envisaged that the Department and Ngāti Rangiteaorere will discuss the strategic outcomes sought from pest control programmes within the Rohe, including: monitoring and assessment of programmes; the use of poisons; and co-ordination of pest control where Ngāti Rangiteaorere is the adjoining landowner. Through the annual business planning process, the parties will create actions to progress these objectives.

9 FRESHWATER FISHERIES

- 9.1 The Department's functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on public conservation land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 9.2 A co-operative approach will be adopted with the Governance Entity in the conservation of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, and consulting with the Governance Entity when the Department is developing or contributing to research and monitoring programmes.

10 MARINE MAMMALS

- 10.1 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department has responsibility for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 10.2 The Department will advise the Governance Entity of marine mammal strandings within the Rohe. The Department and the Governance Entity will adopt a co-operative approach to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable

DOCUMENTS
3: PROTOCOLS

efforts to inform the Governance Entity before any decision is made to euthanase a marine mammal or gather scientific information.

11 MARGINAL Strips

- 11.1 The Department will discuss, on an ongoing basis, the potential for the Governance Entity to be appointed to manage marginal strips within the Rohe under section 24H of the Conservation Act 1987.
- 11.2 The Department will consult with the Governance Entity where the Department is considering entering into formal or informal arrangements with any third party that relate to the management of marginal strips within the Rohe.

12 VISITOR AND PUBLIC INFORMATION

- 12.1 Ngāti Rangiteaorere and the Department wish to share knowledge about natural and historic heritage within the Rohe with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 12.2 The parties will encourage respect for and awareness of conservation in, and the Ngāti Rangiteaorere relationship with, the Rohe. This may include:
 - 12.2.1 raising public awareness of positive conservation relationships developed between the parties;
 - 12.2.2 engaging with each other in the development of visitor and public information published by either party that relates to Ngāti Rangiteaorere values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngāti Rangiteaorere sites of significance and aspirations to the land; and
 - 12.2.3 the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Ngāti Rangiteaorere values.

13 CROSS-ORGANISATIONAL OPPORTUNITIES

- 13.1 As part of the annual business planning process, the parties will discuss:
 - 13.1.1 opportunities and processes to share scientific and cultural resource and information, including data and research material;
 - 13.1.2 opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Rohe. Options may include wānanga, education, training, development and secondments;
 - 13.1.3 opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by either party, including cadetships; and
 - 13.1.4 staff changes and key contacts in each organisation.
- 13.2 Where appropriate, the Department will consider using Ngāti Rangiteaorere individuals or entities as providers of competitive services (such as oral history and interpretation projects).

DOCUMENTS
3: PROTOCOLS

14 RESOURCE MANAGEMENT ACT 1991

- 14.1 From time to time, Ngāti Rangiteaorere and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 14.2 The Governance Entity and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in Resource Management Act processes.

15 REVIEW

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

16 CONSULTATION

- 16.1 Where consultation is required under this Protocol, the Department will:
 - 16.1.1 ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
 - 16.1.2 provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
 - 16.1.3 approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation; and
 - 16.1.4 report back to the Governance Entity on any decision that is made.

17 DISPUTE RESOLUTION

- 17.1 If a dispute arises in connection with this Protocol, every effort will be made in good faith to resolve matters at a local level, This may require the Department's relevant Area Manager to meet with a representative of the Governance Entity within a reasonable timeframe to endeavour to find a resolution to the matter. Any such meeting will take place at Waiohewa Marae or any other place in the Rohe requested by the Governance Entity provided there is reasonable access for departmental staff to the site.
- 17.2 If this process is not successful, the matter may be escalated to a meeting of the relevant Departmental Conservator and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 17.3 If a negotiated outcome cannot be reached from this process, the parties may agree to escalate the issue to a meeting between the Director-General (or nominee) and the Chief Executive of the Governance Entity.
- 17.4 If the Department and the Governance Entity agree that the matter is of such significance that it requires the attention of the chair of the Governance Entity and the Minister, then this

DOCUMENTS
3: PROTOCOLS

matter will be escalated to a meeting of the chair of the Governance Entity and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

18 DEFINITIONS

18.1 In this document:

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

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

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

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

party means the Department, Ngāti Rangiteaorere and/or Ngāti Rangiteaorere Koromatua Council Trust where applicable;

Rohe is the area outlined on the plan in Attachment B;

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

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

ISSUED on

SIGNED for and on behalf of **THE**

SOVEREIGN in right of

New Zealand by the Minister of

Conservation:

WITNESS:

Name: _____

Occupation: _____

Address: _____

ATTACHMENT A

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 obtaining agreement in writing from the Governance Entity (section 24).

2. Noting

2.1 A summary of the terms of this Protocol must be noted in the Conservation Documents affecting the Rohe, but the noting:

2.1.1 is for the purpose of public notice; and

2.1.2 does not amend the Conservation Documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980 (section 27).

3. Limits

3.1 This Protocol does not:

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

(a) introducing legislation;

(b) changing government policy; or

(c) issuing a Protocol or similar document to, or interacting or consulting with, anyone the Crown considers appropriate including any iwi, hapū, marae, whānau or representatives of tangata whenua (section 25); or

3.1.2 restrict the responsibilities of the Minister or the Department or the legal rights of Ngāti Rangiteaorere (section 25); or

3.1.3 grant, create or provide evidence of an estate or interest in, or rights relating to;

(a) land held, managed or administered under Conservation Legislation;

(b) flora or fauna managed or administered under the Conservation Legislation (section 27); or

(c) the common marine and coastal area (as defined in section 7(1) of the Marine and Coastal Area (Takutai Moana) Act 2011).

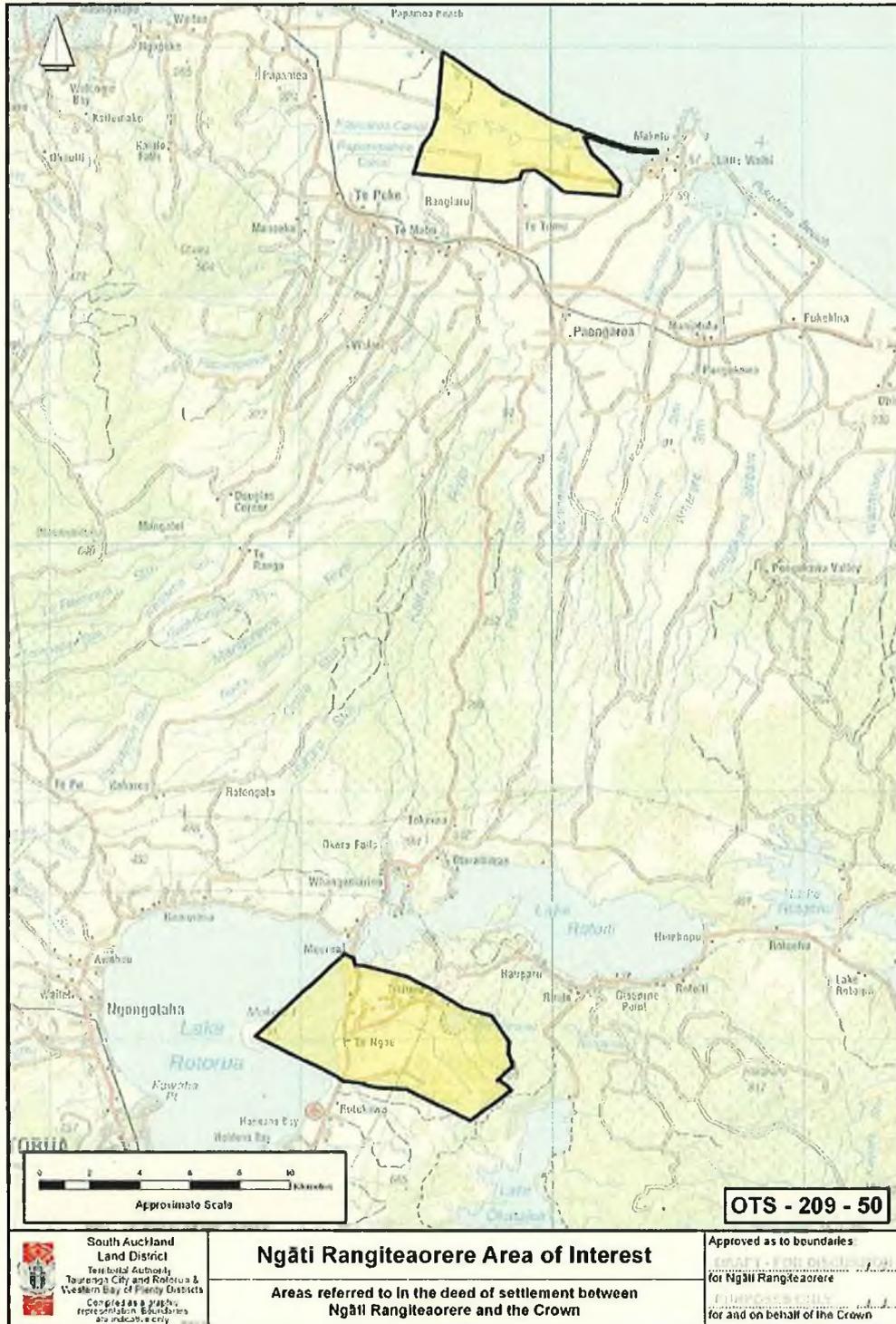
DOCUMENTS
3: PROTOCOLS

4. Breach

- 4.1 This Protocol is a public law instrument. While a breach of it by the Department may enable the Governance Entity to obtain a public law remedy including judicial review, a breach does not entitle the Governance Entity to damages or monetary penalties (other than legal costs which may be awarded by a Court).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.9).

**DOCUMENTS
3: PROTOCOLS**

**ATTACHMENT B
MAP OUTLINING THE ROHE**



South Auckland Land District
Territorial Authority
Tairāngia City and Rotorua & Western Bay of Plenty Districts
Cōngress a pūāhau
representation boundaries are indicated only

Ngāti Rangiteaorere Area of Interest

Areas referred to in the deed of settlement between
Ngāti Rangiteaorere and the Crown

Approved as to boundaries
for Ngāti Rangiteaorere
for and on behalf of the Crown

TAONGA TŪTURU PROTOCOL

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

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 14 June 2013 between Ngāti Rangiteaorere 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;
 - 1.1.7 Effects on Ngāti Rangiteaorere interests in the Protocol Area – Part 7;
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 8;
 - 1.1.9 Board Appointments – Part 9;
 - 1.1.10 National Monuments, War Graves and Historical Graves – Part 10;
 - 1.1.11 History publications relating to Ngāti Rangiteaorere – Part 11;
 - 1.1.12 Cultural and/or Spiritual Practices and professional services – Part 12;
 - 1.1.13 Consultation – Part 13;
 - 1.1.14 Changes to legislation affecting this Protocol – Part 14;
 - 1.1.15 Dispute Resolution – Part 15; and
 - 1.1.16 Definitions – Part 16.
- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau, hapū, and iwi of Ngāti Rangiteaorere 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 for Culture and Heritage (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

DOCUMENTS
3: PROTOCOLS

provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

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

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section 28 of the Nga Punawai o Te Tokotoru Claims Settlement (Ngāti Rangiteaorere) Act 2013 ("the **Settlement Legislation**") that implements the Ngāti Rangiteaorere 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.

DOCUMENTS
3: PROTOCOLS

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 Rangiteaorere 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 Rangiteaorere 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 Rangiteaorere 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 Rangiteaorere 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 Rangiteaorere 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 Rangiteaorere 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 Rangiteaorere 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 Rangiteaorere 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
3: PROTOCOLS

Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Rangiteaorere 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 Rangiteaorere 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 Rangiteaorere 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 Rangiteaorere 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 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 RANGITEAORERE INTERESTS IN THE PROTOCOL AREA

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Rangiteaorere 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 Rangiteaorere interests in the Protocol Area.
- 7.3 Notwithstanding clauses 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Rangiteaorere interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

DOCUMENTS
3: PROTOCOLS

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 Rangiteaorere'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 RANGITEAORERE

- 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 Rangiteaorere; and

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

(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
3: PROTOCOLS

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 Rangiteaorere 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; and
- 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;

DOCUMENTS
3: PROTOCOLS

15. DISPUTE RESOLUTION

15.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other that they are in dispute. The following process shall be undertaken once notice is received by either party to this Protocol:

15.1.1 within 15 working days of being given written notice, the relevant contact person from the Ministry and the governance entity will meet to work in good faith to resolve the issue;

15.1.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 15.1.1, the Chief Executive and a representative of the governance entity will meet to work in good faith to resolve the issue; or

15.1.3 if the dispute has still not been resolved within 30 working days of receipt of the notice referred to in clause 15.1.1, and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and a representative appointed by the trustees of the governance entity will meet to work in good faith to resolve the issue. The parties recognise that this clause is subject to clause 3.1 of this Protocol.

16. DEFINITIONS

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

governance entity means has the meaning set out in 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 Rangiteaorere has the meaning set out in clause 8.5 of the Deed of Settlement;

DOCUMENTS
3: PROTOCOLS

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; and

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.

ISSUED on

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

WITNESS

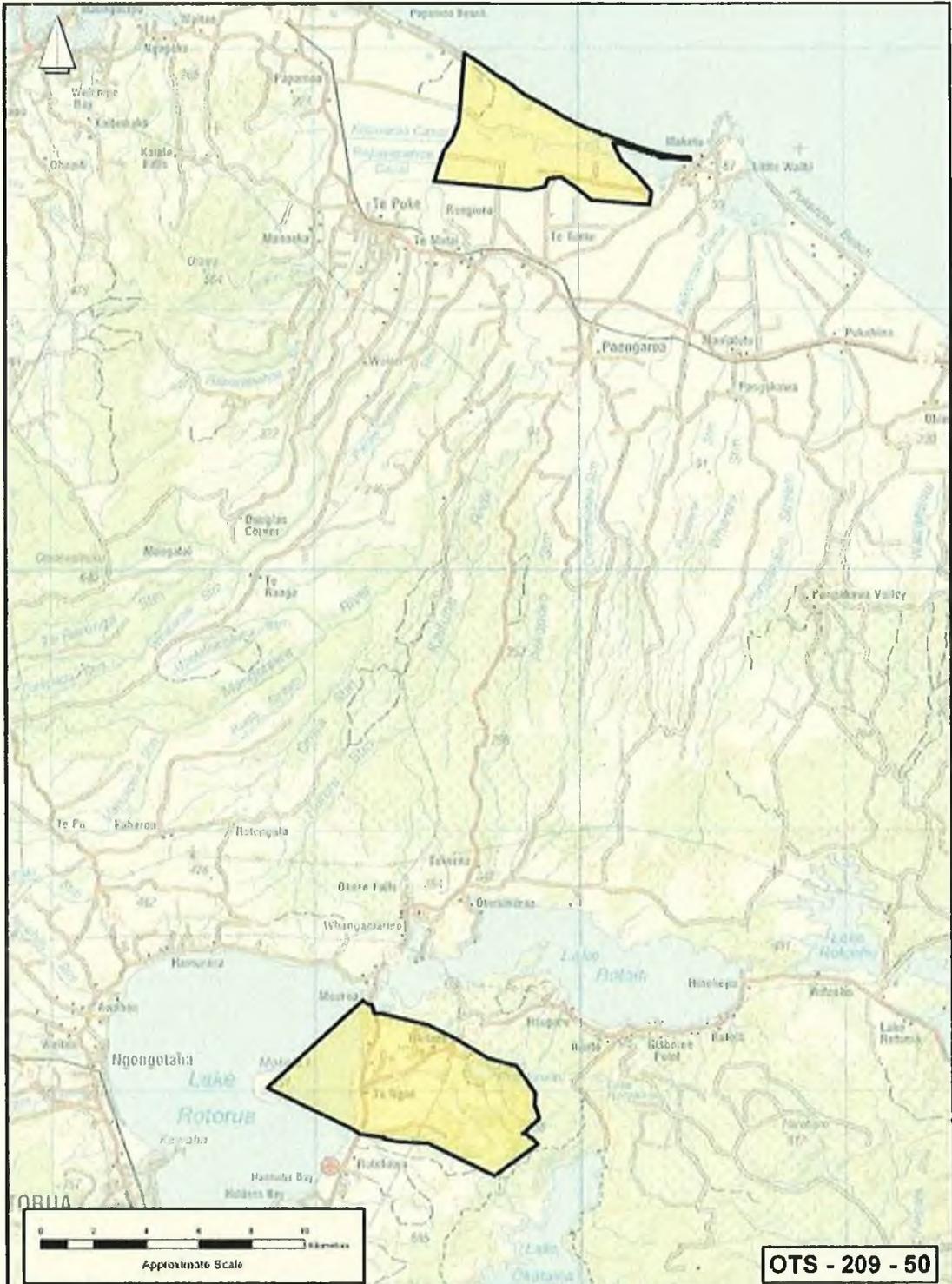
Name:

Occupation:

Address:

DOCUMENTS
3: PROTOCOLS

**ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA**



OTS - 209 - 50

South Auckland Land District
 Territorial Authority
 Tauranga City and Rotorua & Western Bay of Plenty Districts
Compiled as a graphic representation. Boundaries are indicative only.

Ngāti Rangiteaore Area of Interest

Areas referred to in the deed of settlement between Ngāti Rangiteaore and the Crown

Approved as to boundaries
for Ngāti Rangiteaore
for and on behalf of the Crown

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 24).

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;
- (b) changing government policy; or
- (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (section 25); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Rangiteaorere (section 25); or

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

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 26).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.9).

CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH NGĀTI RANGITEAORERE BY THE MINISTRY OF ECONOMIC DEVELOPMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated 14 June 2013 between Ngāti Rangiteaorere and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Crown Minerals Protocol**") setting out how the Ministry of Economic Development (the "**Ministry**") will consult with the Ngāti Rangiteaorere Governance Entity (the "**Governance Entity**") on matters specified in the Crown Minerals Protocol.
- 1.2 Both the Ministry and Ngāti Rangiteaorere are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 The purpose of the Crown Minerals Act 1991 (the "**Act**") is to restate and reform the law relating to the management of Crown owned minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This Crown Minerals Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the Crown Minerals Protocol Area.

2 PURPOSE OF THIS PROTOCOL

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

DOCUMENTS
3: PROTOCOLS

3 OWNERSHIP OF MINERALS

3.1 Ngāti Rangiteaorere:

- 3.1.1 asserts that Ngāti Rangiteaorere maintain, in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the mineral resources and taonga in the Crown Minerals Protocol Area; and
- 3.1.2 records that they consider there has been a derogation of their ownership of mineral resources by the Crown and that this is a serious Treaty breach.

3.2 The Minister acknowledges that Ngāti Rangiteaorere assert that they maintain, in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the mineral resources within the Crown Minerals Protocol Area.

3.3 The Crown asserts ownership of minerals under the Act and considers that the nationalisation of minerals is not a breach of the Treaty. Section 10 of the Act provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Act reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of petroleum and minerals other than petroleum in the Crown Minerals Protocol Area is prescribed under the Act.

4 PROTOCOL AREA

4.1 This Crown Minerals Protocol applies across the Crown Minerals Protocol Area which means the area identified in the map included in Attachment A of this Crown Minerals Protocol together with the waters (including foreshore and seabed) of the coastal areas adjacent to the coastal boundary shown on that map within the Territorial Sea (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

5 TERMS OF ISSUE

5.1 This Crown Minerals Protocol is issued pursuant to section 27 of Nga Punawai o Tokotoru Claims Settlement (Ngāti Rangiteaorere) Act (the "Settlement Legislation") that implements clause 5.6 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

5.2 This Crown Minerals Protocol must be read subject to the summary of the terms of issue set out in **Attachment B**.

6 CONSULTATION

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

New minerals programmes

6.1.1 on the preparation of new minerals programmes which relate, whether wholly or in part, to the Crown Minerals Protocol Area;

Petroleum exploration permit block offers

6.1.2 on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals

DOCUMENTS
3: PROTOCOLS

programme), which relates, whether wholly or in part, to the Crown Minerals Protocol Area;

Other petroleum exploration permit applications

6.1.3 when any application for a petroleum exploration permit is received, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1.2;

Amendments to petroleum exploration permits

6.1.4 when any application to amend a petroleum exploration permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Crown Minerals Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

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

Other permit applications for Crown owned minerals other than petroleum

6.1.6 when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1.5 or where the application relates to newly available acreage;

Newly available acreage

6.1.7 when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Crown Minerals Protocol Area; and

Amendments to permits for Crown owned minerals other than petroleum

6.1.8 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Crown Minerals Protocol Area.

6.2 Each decision on a proposal referred to in clause 6.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

7 EFFECTS ON NGĀTI RANGITEAORERE'S INTERESTS IN RELATION TO CROWN OWNED MINERALS IN THE CROWN MINERALS PROTOCOL AREA

7.1 The Minister and Secretary will consult with the Governance Entity on any policy and legislative development or review in relation to the administration of Crown owned minerals which may affect Ngāti Rangiteaorere interests in relation to Crown owned minerals in the Crown Minerals Protocol Area, and the Crown Minerals Protocol.

DOCUMENTS
3: PROTOCOLS

- 7.2 The Minister and Secretary will consult with the Governance Entity on any of the Ministry's Crown owned minerals operational activities which may affect Ngāti Rangiteaorere's interests in relation to Crown owned minerals in the Crown Minerals Protocol Area, and the Crown Minerals Protocol.
- 7.3 Notwithstanding clauses 7.1 and 7.2 above, the Minister and Secretary and Governance Entity may meet to discuss Ngāti Rangiteaorere's interests in relation to Crown minerals in the Crown Minerals Protocol Area as part of the consultation specified in clause 8.1.

8 IMPLEMENTATION AND COMMUNICATION

- 8.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 6.1 of this Crown Minerals Protocol. The Ministry will consult with the Governance Entity in accordance with this Crown Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 6.1 of this Crown Minerals Protocol may affect the interests of Ngāti Rangiteaorere.
- 8.2 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 8.2.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 6 of this Crown Minerals Protocol;
 - 8.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 6 of this Crown Minerals Protocol;
 - 8.2.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and the consideration by the Governance Entity of its submissions in relation to any of the matters described in clause 6 of this Crown Minerals Protocol; and
 - 8.2.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in clause 6 of this Crown Minerals Protocol.
- 8.3 Where the Ministry is required to consult the Governance Entity as specified in clause 8.1, the Ministry will report back in writing to the Governance Entity on the decision made as a result of such consultation.
- 8.4 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:
- 8.4.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
 - 8.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;
 - 8.4.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol; and

DOCUMENTS
3: PROTOCOLS

8.4.4 providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol.

9 DISPUTE RESOLUTION

9.1 If one party considers that there has been a breach of this Crown Minerals Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Crown Minerals Protocol:

9.1.1 Within 15 working days of being given written notice, the relevant contact person from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue.

9.1.2 If the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 9.1.1, the Secretary and the nominated representative of the Governance Entity will meet to work in good faith to resolve the issue.

9.1.3 If the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 9.1.1, and where the matter is of significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and both parties agree, the Minister and the chair of the Governance Entity will meet to work in good faith to resolve the issue.

10 DEFINITIONS

10.1 In this Crown Minerals Protocol:

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

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

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

Deed of Settlement means the Deed of Settlement dated 14 June 2013 between the Crown and Ngāti Rangiteaorere Koromatua Council Trust;

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

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

Ngāti Rangiteaorere has the meaning set out in clause 8.5 of the Deed of Settlement;

DOCUMENTS
3: PROTOCOLS

Ngāti Rangiteaorere Governance Entity means the trustees of the Ngāti Rangiteaorere Koromatua Council Trust, in their capacity as trustees of the trust;

Newly available acreage has the meaning provided in clause 3.5 of the Minerals Programme for Minerals (Excluding Petroleum) 2008;

Petroleum means:

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

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

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 Crown Minerals Protocol; and

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

ISSUED ON

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

WITNESS

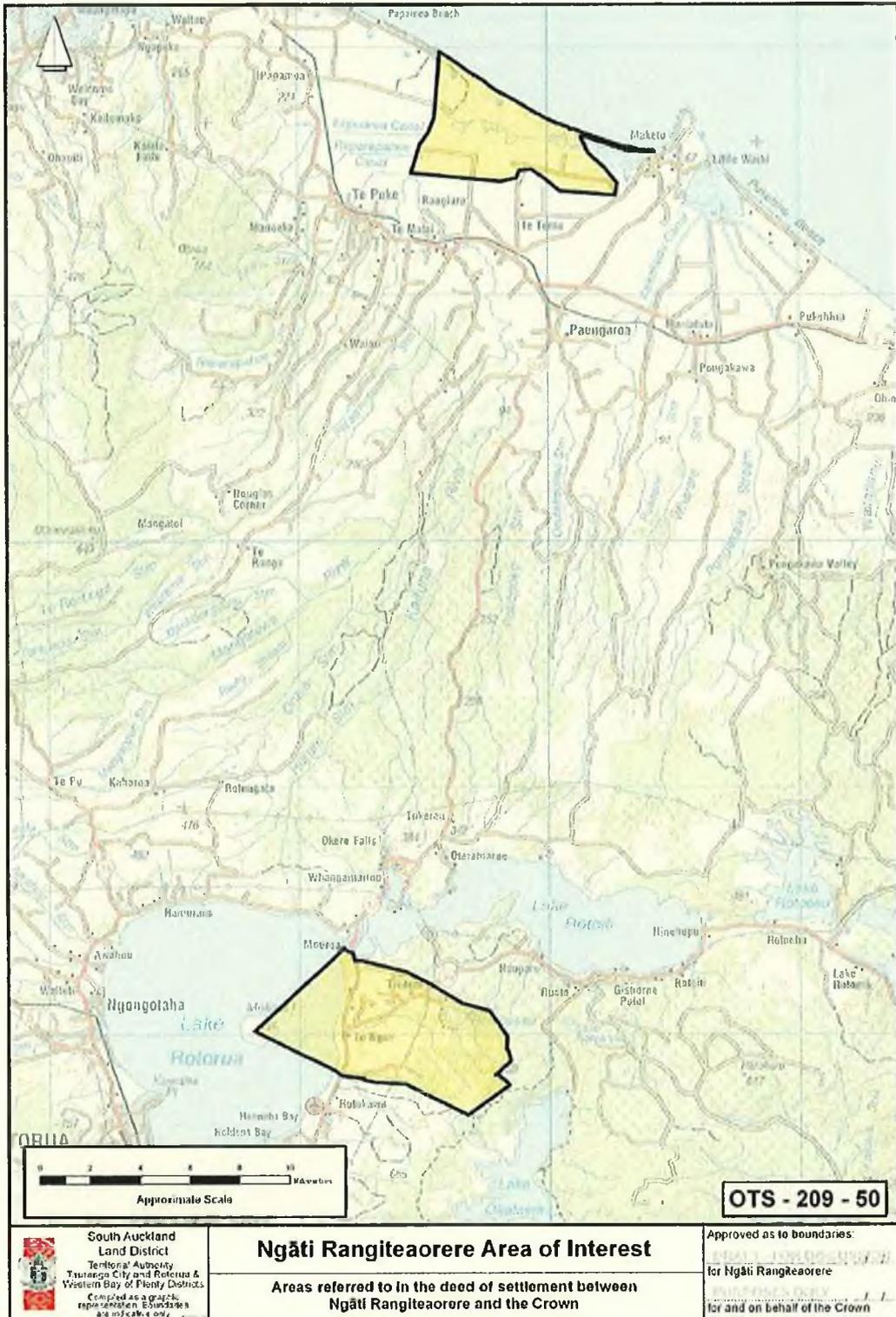
Name _____

Occupation _____

Address _____

DOCUMENTS
3: PROTOCOLS

ATTACHMENT A
CROWN MINERALS PROTOCOL AREA



South Auckland
Land District
Territorial Authority
Tairārahi City and Rotorua &
Western Bay of Plenty Districts
Compiled as a graphic
representation of boundaries
as indicated only

Ngāti Rangiteaorere Area of Interest
Areas referred to in the deed of settlement between
Ngāti Rangiteaorere and the Crown

Approved as to boundaries:
for Ngāti Rangiteaorere
for and on behalf of the Crown

DOCUMENTS
3: PROTOCOLS

ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

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

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

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 5.9);

1.1.2 this Crown Minerals Protocol does not restrict the ability of the Crown to interact or consult with any person including any iwi, hapū, marae, whānau, or other representative of tangata whenua (section 25 of the Settlement Legislation); and

1.1.3 this Crown Minerals Protocol:

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

(b) does not override or diminish:

(i) the requirements of that Act;

(ii) the functions and powers of the Minister of Energy, or the Ministry of Business, Innovation & Employment, under that Act; or

(iii) the rights of Ngāti Rangiteaorere, or a Representative Entity, under that Act (section 25 of the Settlement Legislation).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in part 6 of the General Matters Schedule.

2. Authority to issue, amend or cancel Protocols

2.1 Section 24 of the Settlement Legislation provides that the responsible Minister must issue a protocol to Ngāti Rangiteaorere on the terms set out in this document schedule. The responsible Minister may amend or cancel a protocol at the initiative of either Ngāti Rangiteaorere or the responsible Minister. However, the responsible Minister may only amend or cancel a protocol only after consulting and having particular regard to the views of Ngāti Rangiteaorere.

3. Protocols subject to rights and obligations

3.1 Section 25 of the Settlement Legislation provides that a Protocol does not restrict the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy (including introducing legislation, changing government policy, and interacting or consulting with persons that the Crown considers appropriate for example, iwi and hapū). Protocols also do not restrict the responsibilities of a responsible Minister or a department of State, or the legal rights of Ngāti Rangiteaorere or a representative entity.

DOCUMENTS
3: PROTOCOLS

4. Noting of Protocol

- 4.1 Section 28 of the Settlement Legislation provides that the chief executive of the department responsible for the administration of the Crown Minerals Act 1991 must note a summary of the terms of the Crown Minerals Protocol in a register of protocols maintained by the chief executive and in the minerals programmes that affect the Crown Minerals Protocol area, but only when those programmes are replaced. The noting of a Protocol is for the purpose of public notice only and is not an amendment to the minerals programmes for the purposes of the Crown Minerals Act 1991.

5. Enforcement of Protocol

- 5.1 Section 26 of the Settlement Legislation provides that the Crown must comply with Protocols while they are in force and if the Crown fails to comply without good cause, Ngāti Rangiteaorere may enforce the protocol subject to the Crown Proceedings Act 1950. Failure to comply does not include failure to comply with any guidelines developed for the implementation of a Protocol. Damages or monetary compensation are not available as a remedy for a failure by the Crown to comply with a Protocol, though a court may still award costs incurred by Ngāti Rangiteaorere in enforcing a Protocol.

6. Limitation of rights

- 6.1 Section 28(3) of the Settlement Legislation provides that the Crown Minerals Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown minerals.

4 LETTERS OF INTRODUCTION

Letter of introduction to NZTA

Geoff Dangerfield
Chief Executive
NZ Transport Agency
Private Bag 6995
WELLINGTON 6141

Tēnā koe Geoff

I am writing to advise you as Chief Executive of New Zealand Transport Agency (NZTA) of the impending Treaty settlement with Ngāti Rangiteaorere and to encourage the NZTA to meet with the Ngāti Rangiteaorere Koromatua Council Trust to discuss matters of common interest.

In doing so I am hopeful that the NZTA and Ngāti Rangiteaorere will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within Rotorua and the wider Te Arawa region.

Ngāti Rangiteaorere

Ngāti Rangiteaorere are an iwi whose traditional interests lie on the eastern shores of Lake Rotorua. I have attached a map to this letter which sets out the Ngāti Rangiteaorere area of interest. Ngāti Rangiteaorere currently has over 800 registered members.

Settlement of historical claims

As you are aware, on 14 June 2013 the Crown signed a Deed of Settlement (deed) with Ngāti Rangiteaorere for the comprehensive settlement of their historical claims under the Treaty of Waitangi. An outline of the settlement is available on the Office of Treaty Settlements' website www.ots.govt.nz. The Treaty Settlement includes cash redress and the following properties of cultural significance to Ngāti Rangiteaorere:

- Whakapoungakua scenic reserve (subject to scenic reserve status and the Western Okataina Walkway);
- Te Ngae Junction recreation reserve (subject to scenic reserve status); and
- Rangiteaorere and Te Ngae Road in Te Ngae.

The deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement.

Post-Settlement governance

Ngāti Rangiteaorere has established the Ngāti Rangiteaorere Koromatua Council Trust. The Ngāti Rangiteaorere claimant community ratified the Ngāti Rangiteaorere Koromatua Council Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative and transparent entity to receive and manage the settlement assets.

DOCUMENTS

4: LETTERS OF INTRODUCTION

Relationships

During the course of negotiations, the Ngāti Rangiteaorere negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiteaorere area of interest, including the NZTA. Ngāti Rangiteaorere have also expressed a desire to work alongside other iwi within the region where their aspirations align.

In particular, Ngāti Rangiteaorere have expressed a desire to discuss certain roads in the area. Specifically, Ngāti Rangiteaorere would like to discuss opportunities to improve safety around the junction of Rangiteaorere Road and State Highway 30, and road access to Maitaikotare Marae.

They also seek to be appraised of any initiatives, social, economic or otherwise that will be seen to benefit the Ngāti Rangiteaorere people or those within the wider Te Arawa region.

I sincerely urge the NZTA and the Ngāti Rangiteaorere Koromatua Council Trust to develop an effective and durable working relationship which allows for both parties to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

DOCUMENTS

4: LETTERS OF INTRODUCTION

Letter of introduction to Civil Aviation Authority (CAA)

Graeme Harris
Director of Civil Aviation
Civil Aviation Authority of New Zealand
PO Box 3555
WELLINGTON 6140

Tēnā koe Mr Harris

I am writing to advise you as Director of the Civil Aviation Authority of New Zealand (CAA) of the impending Treaty settlement with Ngāti Rangiteaorere and to encourage the CAA to meet with the Ngāti Rangiteaorere Koromatu Council Trust to discuss matters of common interest.

In doing so I am hopeful that the CAA and Ngāti Rangiteaorere will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within Rotorua and the wider Te Arawa region.

Ngāti Rangiteaorere

Ngāti Rangiteaorere are an iwi whose traditional interests lie on the eastern shores of Lake Rotorua. I have attached a map to this letter which sets out the Ngāti Rangiteaorere area of interest. Ngāti Rangiteaorere currently has over 800 registered members.

Settlement of historical claims

As you are aware, on 14 June 2013 the Crown signed a Deed of Settlement (**deed**) with Ngāti Rangiteaorere for the comprehensive settlement of their historical claims under the Treaty of Waitangi. An outline of the settlement is available on the Office of Treaty Settlements' website www.ots.govt.nz. The Treaty Settlement includes cash redress and the following properties of cultural significance to Ngāti Rangiteaorere:

- Whakapoungakua scenic reserve (subject to scenic reserve status and the Western Okataina Walkway);
- Te Ngae Junction recreation reserve (subject to scenic reserve status); and
- Rangiteaorere and Te Ngae Road in Te Ngae.

The deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement.

Post-Settlement governance

Ngāti Rangiteaorere has established the Ngāti Rangiteaorere Koromatu Council Trust. The Ngāti Rangiteaorere claimant community ratified the Ngāti Rangiteaorere Koromatu Council Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative and transparent entity to receive and manage the settlement assets.

Relationships

During the course of negotiations, the Ngāti Rangiteaorere negotiators sought the opportunity to develop an ongoing relationship with a number of organisations that operate within the Ngāti

DOCUMENTS

4: LETTERS OF INTRODUCTION

Rangiteaorere area of interest, including the CAA. Ngāti Rangiteaorere have also expressed a desire to work alongside other iwi within the region where their aspirations align.

In particular Ngāti Rangiteaorere have expressed a desire to discuss the ongoing management of the Kahikatea Tree stand at the northern end of the Rotorua International Airport and any extension to existing flight paths.

They also seek to be appraised of any initiatives, social, economic or otherwise that will be seen to benefit the Ngāti Rangiteaorere people or those within the wider Te Arawa region.

I sincerely urge the CAA and the Ngāti Rangiteaorere Koromatua Council Trust to develop an effective and durable working relationship which allows for both parties to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Letter of introduction to Transpower New Zealand Limited

Patrick Strange
Chief Executive Officer
Transpower New Zealand Limited
PO Box 1021
WELLINGTON 6140

Tēnā koe Mr Strange

I am writing to advise you as Chief Executive Officer of Transpower New Zealand Limited (Transpower) of the impending Treaty settlement with Ngāti Rangiteaorere and to encourage Transpower to meet with the Ngāti Rangiteaorere Koromatua Council Trust to discuss matters of common interest.

In doing so I am hopeful that Transpower and Ngāti Rangiteaorere will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within Rotorua and the wider Te Arawa region.

Ngāti Rangiteaorere

Ngāti Rangiteaorere are an iwi whose traditional interests lie on the eastern shores of Lake Rotorua. I have attached a map to this letter which sets out the Ngāti Rangiteaorere area of interest. Ngāti Rangiteaorere currently has over 800 registered members.

Settlement of historical claims

As you are aware, on 14 June 2013 the Crown signed a Deed of Settlement (**deed**) with Ngāti Rangiteaorere for the comprehensive settlement of their historical claims under the Treaty of Waitangi. An outline of the settlement is available on the Office of Treaty Settlements' website www.ots.govt.nz. The Treaty Settlement includes cash redress and the following properties of cultural significance to Ngāti Rangiteaorere:

- Whakapoungakua scenic reserve (subject to scenic reserve status and the Western Okataina Walkway);
- Te Ngae Junction recreation reserve (subject to scenic reserve status); and
- Rangiteaorere and Te Ngae Road in Te Ngae.

The deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement.

Post-Settlement governance

Ngāti Rangiteaorere has established the Ngāti Rangiteaorere Koromatua Council Trust. The Ngāti Rangiteaorere claimant community ratified the Ngāti Koromatua Council Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative and transparent entity to receive and manage the settlement assets.

DOCUMENTS

4: LETTERS OF INTRODUCTION

Rangiteaorere area of interest, including Transpower. Ngāti Rangiteaorere have also expressed a desire to work alongside other iwi within the region where their aspirations align.

In particular Ngāti Rangiteaorere have expressed a desire to discuss the current placement of a power pole outside the Mataikotare Marae and the protection and regeneration of their lake, Lake Rotokawau.

They also seek to be appraised of any initiatives, social, economic or otherwise that will be seen to benefit the Ngāti Rangiteaorere people or those within the wider Te Arawa region.

I sincerely urge Transpower and the Ngāti Rangiteaorere Koromatua Council Trust to develop an effective and durable working relationship which allows for both parties to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

DOCUMENTS

4: LETTERS OF INTRODUCTION

Letter of introduction to Fish & Game Eastern Region

Rob Pitkethley
Manager
Fish and Game Eastern Region, Fish and Game New Zealand Limited
c/- Ngongotaha Hatchery
Paradise Valley Road
Ngongotaha

Tēnā koe Mr Pitkethley

I am writing to advise you as Manager of Fish and Game New Zealand (Eastern Region) of the impending Treaty settlement with Ngāti Rangiteaorere and to encourage Fish and Game NZ to meet with the Ngāti Rangiteaorere Koromatua Council Trust to discuss matters of common interest.

In doing so I am hopeful that Fish and Game NZ and Ngāti Rangiteaorere will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within Rotorua and the wider Te Arawa region.

Ngāti Rangiteaorere

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The deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement.

Post-Settlement governance

Ngāti Rangiteaorere has established the Ngāti Rangiteaorere Koromatua Council Trust. The Ngāti Rangiteaorere claimant community ratified the Ngāti Rangiteaorere Koromatua Council Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative and transparent entity to receive and manage the settlement assets.

DOCUMENTS

4: LETTERS OF INTRODUCTION

Relationships

During the course of negotiations, the Ngāti Rangiteaorere negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiteaorere area of interest, including Fish and Game NZ. Ngāti Rangiteaorere have also expressed a desire to work alongside other iwi within the region where their aspirations align.

There appears to be a number of opportunities for fish and game to recognise and partner with Ngāti Rangiteaorere Koromatua Council Trust, including relationship agreements and joint ventures that will help develop an effective and durable relationship with Ngāti Rangiteaorere.

In particular Ngāti Rangiteaorere have expressed a desire to work with Fish and Game NZ to enhance the bird life habitat around Lake Rotokawau.

They also seek to be appraised of any initiatives, social, economic or otherwise that will be seen to benefit the Ngāti Rangiteaorere people or those within the wider Te Arawa region. I anticipate the capacity achieved by Ngāti Rangiteaorere through their settlement will see them well placed to assist your agency in achieving its objectives.

I sincerely urge Fish and Game NZ and the Ngāti Rangiteaorere Koromatua Council Trust to develop an effective and durable working relationship which allows for both parties to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

DOCUMENTS

4: LETTERS OF INTRODUCTION

Letter of introduction to KiwiRail Network

John Spencer
Chair
KiwiRail
PO Box 593
Wellington 6140

Tēnā koe Mr Spencer

I am writing to advise you as Chair of KiwiRail of the impending Treaty settlement with Ngāti Rangiteaorere and to encourage KiwiRail to meet with the Ngāti Koromatua Council Trust to discuss matters of common interest.

In doing so I am hopeful that KiwiRail and Ngāti Rangiteaorere will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within Rotorua and the wider Te Arawa region.

Ngāti Rangiteaorere

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Settlement of historical claims

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- Te Ngae Junction recreation reserve (subject to scenic reserve status); and
- Rangiteaorere and Te Ngae Road in Te Ngae.

The deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement.

Post-Settlement governance

Ngāti Rangiteaorere has established the Ngāti Rangiteaorere Koromatua Council Trust. The Ngāti Rangiteaorere claimant community ratified the Ngāti Rangiteaorere Koromatua Council Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative and transparent entity to receive and manage the settlement assets.



DOCUMENTS

4: LETTERS OF INTRODUCTION

Relationships

During the course of negotiations, the Ngāti Rangiteaorere negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiteaorere area of interest, including KiwiRail. Ngāti Rangiteaorere have also expressed a desire to work alongside other iwi within the region where their aspirations align.

Ngāti Rangiteaorere seek to be appraised of any initiatives, social, economic or otherwise that will be seen to benefit the Ngāti Rangiteaorere people or those within the wider Te Arawa region.

I sincerely urge KiwiRail and the Ngāti Rangiteaorere Koromatua Council Trust to develop an effective and durable working relationship which allows for both parties to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

5 ENCUMBRANCE

5.1 Whakapoungakau Right of Way Easement

DOCUMENTS
5: ENCUMBRANCE

Form B

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Grantee

The New Zealand Walking Access Commission established under section 6 of the Walking Access Act 2008

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
<p>The Right of Way easement in gross created by this instrument expresses a Grant to the New Zealand Walking Access Commission for use as a walkway under the Walking Access Act 2008 of a right of way in gross on foot only to permit any member of the public to pass and repass and perform any activity that is reasonably incidental to that of passing and repassing over the land subject to the right.</p>	<p>Marked [to be surveyed – [] meters wide] over area marked A on SO[].</p>	<p>[to insert]</p>	<p>In gross</p>

DOCUMENTS
5: ENCUMBRANCE

Form B - continued

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 ~~and/or Schedule Five of the Property Law Act 2007~~

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

the provisions set out in Annexure Schedule 1

Covenant provisions

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

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule _____]

DOCUMENTS
5: ENCUMBRANCE

Form L

Annexure Schedule 1

Page 3 of 3 Pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

It is hereby agreed and declared that

Subject to the grant created by this instrument the grantor and his or her heirs or assigns may continue to exercise all of the rights of a registered proprietor over the land subject to the right.

Rights, Powers and Remedies

1. The rights powers and remedies which apply to the above grant are specified in the Walking Access Act 2008 and prevail if, and to the extent that, they are inconsistent with the covenants implied by s90D of the Land Transfer Act 1952.
2. "Grantee" shall mean the Walking Access Commission, and includes any Controlling Authority of this easement appointed by the Commission for the purposes of the Walking Access Act 2008 and the agents, employees, contractors, tenants, licensees, and other invitees of either the Commission or the Controlling Authority respectively"
3. Clause 12 of Schedule 4 to the Land Transfer Regulations 2002 must be read subject to the above definition of "grantee" so that liability for damage arising from entering and doing work on the walkway or other land specified in that clause falls on either the Commission or the Controlling Authority as may be appropriate.

Agreement

This instrument is the entire agreement of the grantor and grantee.