

NGĀTI RANGIWEWEHI

and

TE TAHUHU O TAWAKEHEIMOA TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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1 NGĀTI RANGIWEWEHI AND THEIR RELATIONSHIP TO WATER

Ngāti Rangiwewehi has a special relationship with their Taniwha, Pekehāua and Hinerua. For Ngāti Rangiwewehi, the roles of Pekehāua, and his offspring to Hinerua, are integral to their psyche, culture, health and wellbeing.

According to Ngāti Rangiwewehi tradition, Pekehāua and Hinerua came from Hawaiki with Ruaeo. Pekehāua lived at the mouth of the Awahou Stream at Waipoua while Hinerua lived at Kaikaitahuna. For Ngāti Rangiwewehi, Pekehāua is the kaitiaki of the springs that were named for him and the waters that make up Te Awahou Stream. Hinerua, a benevolent female taniwha, lived at Hamurana Springs. Pekehāua and Hinerua also protect the subterranean channels that link the Taniwha and Hamurana springs, plus the many other underground waterways and streams within the rohe.

The concepts and responsibilities of kaitiakitanga are fundamental to the way Ngāti Rangiwewehi expresses Rangatiratanga over their taonga so that the mauri and mana of our waterways is never compromised. All these factors contribute to what makes us an Iwi and are important and essential elements to the physical and spiritual wellbeing of Ngāti Rangiwewehi.

'Ko Te Awahou matou, ko matou ko Te Awahou'

2 STATEMENTS OF ASSOCIATION

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

STATEMENTS IN RESPECT OF SITES OF SIGNIFICANCE

Maketu Wildlife Management Reserve (as shown on deed plan OTS-209-38)

The Maketu Wildlife Management Reserve is part of what was formerly called the Papahikahawai Blocks (Papahikahawai). Papahikahawai is situated on the Bay of Plenty coast in close proximity to Tumu Kaituna.

Papahikahawai (including the Maketu Wildlife Management Reserve) lies at the centre of what was a fertile and resource-rich area. Ngāti Rangiwewehi moved between the historic pā sites built at Papahikahawai, Te Tumu and Otaiparia. They lived simultaneously at the pā and established extensive food cultivations in these locations.

According to Ngāti Rangiwewehi tradition, the name Papahikahawai refers to the breeding ground for the fish species - kahawai (Papa i Kahawai). Ngāti Rangiwewehi exploited the abundance of kahawai in the area as well as other sea food sources. In its time Papahikahawai (and the Maketu Wildlife Management Reserve) was regarded as a principal Ngāti Rangiwewehi 'food bowl' or pataka kai, and was essential for the well-being of the iwi.

The area now known as the Maketu Wildlife Management Reserve also yielded plentiful stocks of flax which Ngāti Rangiwewehi cultivated, harvested and dressed for trade. Proceeds from the flax trade were used to purchase and build items including a sailing vessel and flour mill respectively.

Due to the rich resources in the area, these lands were highly prized and contests to acquire them were fierce. According to Ngāti Rangiwewehi tradition the tūpuna Kahawai played a pivotal role in establishing Ngāti Rangiwewehi in this area.

Ngāti Rangiwewehi tūpuna had considerable knowledge of the best places in the area now known as Maketu Wildlife Management Reserve (part of Papahikahawai) to gather food and other resources, the way to prepare them, and the tikanga for their proper and sustainable use. Rituals prior to cultivation, harvest, and usage of resources are part of the cultural knowledge that Ngāti Rangiwewehi calls 'Toku Rangiwewehitanga' – the Ngāti Rangiwewehi way of being and doing things. These values endure and remain important for Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Part Taumata Scenic Reserve (as shown on deed plan OTS-209-39)

The Taumata Scenic Reserve is a partition of the Taumata Blocks (Taumata) which in turn were once part of a larger area known as Mangorewa Kaharoa.

A Ngāti Rangiwewehi presence in the Taumata Scenic Reserve area can be traced back to the time of Kereru, a son of Rangiwewehi and Hinekurarangi. According to Ngāti Rangiwewehi tradition, when Kereru secured Taumata for Ngāti Rangiwewehi, he named the area Te Riu o Kereru – the realm of Kereru. Kereru sealed his claim to this area by driving his pou-aronui into the ground deep in the area Ngāti Rangiwewehi know as the Mangorewa Gorge, the place where the Mangorewa River and Ohaupara Stream converge.

Ngāti Rangiwewehi established many historic pā sites in the Taumata area. Numerous cultivations, eel weirs, and bird snaring sites were also dotted throughout the area. The more notable cultivations were Kaitarakihi near Mangakopikopiko, Pukehou, Tapairu, Torehanui, Kamemahue, Te Akataramo, Opakapaka, Tutarere, Te Taiki, and Ngawharo.

In September 2010, Ngāti Rangiwewehi dedicated another pou-aronui in the Taumata Scenic Reserve. This contemporary pou-aronui offers symbolic protection to those who pass through the area, similar to that offered to Ngāti Rangiwewehi by Kereru in his time.

Ngāti Rangiwewehi tūpuna walked the lands of Taumata. They had considerable knowledge of the land, its historical and cultural sites of significance, where and how to gather food and other resources, the way to prepare them and the tikanga for their proper and sustainable use. These values endure and remain important to Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Part Ruato Stream Conservation Area (as shown on deed plan OTS-209-40)

The Ruato Stream Conservation Area contains sites of historical, cultural and spiritual significance for Ngāti Rangiwewehi.

According to Ngāti Rangiwewehi tradition the mauri of waterways that flows into and beyond the Ngāti Rangiwewehi rohe connects the physical and spiritual worlds, links the past and present generations, and creates new life. The ways in which the Ruato Stream Conservation Area was used by Ngāti Rangiwewehi illustrate well these elements. At certain points in the Ruato Stream, tohi (baptismal) rites were carried out while in other parts of the stream Ngāti Rangiwewehi washed and prepared tupapaku (the bodies of the dead) in readiness for tangihanga and eventual 'burial'.

The Ruato Stream Conservation Area also provided a rich supply of food and resources. eel, native fish, freshwater crayfish (koura), and water fowl were taken regularly. Historic pā sites were built nearby and along the banks grew large cultivation plots. Flax was abundant and formed an integral part of the new Ngāti Rangiwewehi trading economy. Further inland, leaves, berries, and seeds were gathered as food and medicine from the native stands of Kawakawa, Miro, Tawa and Karaka.

Ngāti Rangiwewehi tūpuna had considerable knowledge of iwi traditions and rituals for key rites of passage that were exercised in the Ruato Stream Conservation Area, and their importance in maintaining a Ngāti Rangiwewehi identity. The tūpuna were well acquainted also with the traditional walking tracks and watery corridors which criss-crossed the terrain, the best places along the banks of the Ruato Stream to gather food and other resources, the way to prepare them and the tikanga for their proper and sustainable use. These values remain important to Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Mangorewa Scenic Reserve (as shown on deed plan OTS-209-41)

The Mangorewa Scenic Reserve is part of a much larger parent block known as Mangorewa Kaharoa. Mangorewa Kaharoa was historically known to Ngāti Rangiwewehi as Te Riu o Kereru – the realm of Kereru. According to Ngāti Rangiwewehi tradition this historic name was given by the tūpuna Kereru after he had secured the Taumata area for the benefit of Ngāti Rangiwewehi.

Mangorewa Kaharoa was a fertile and resource-rich area and it provided plentiful food and resources for Ngāti Rangiwewehi. The Mangorewa River which traverses the area now known as the Mangorewa Scenic Reserve teemed with eel, native fish, freshwater crayfish (koura) and water fowl. The bush-lands were equally abundant providing Ngāti Rangiwewehi with native birds, and seeds, berries, and leaves for medicine and food. Other materials such as flax were cultivated for trade.

Ngāti Rangiwewehi tūpuna had considerable knowledge of the lands of the Mangorewa Scenic Reserve and its history, the traditional walking tracks of the ancestors in the area and their importance in maintaining a Ngāti Rangiwewehi identity. The tūpuna were well acquainted also with the best places to gather food and other resources, the way to prepare them and the tikanga for their proper and sustainable use. These values remain important to Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Part Mangorewa Conservation & Ecological Area (as shown on deed plan OTS-209-42)

The Mangorewa Conservation and Ecological Area is a partition of the large parent block known as Mangorewa Kaharoa. Mangorewa Kaharoa was historically known to Ngāti Rangiwewehi as Te Riu o Kereru – the realm of Kereru. According to Ngāti Rangiwewehi tradition this historic name was given by the tūpuna Kereru after he secured the Taumata area for the benefit of Ngāti Rangiwewehi. The area now known as the Mangorewa Conservation and Ecological Area is historically significant to Ngāti Rangiwewehi because it falls across part of the original Te Riu o Kereru boundaries.

The Mangorewa Conservation and Ecological Area is bordered by two waterways: the Ohaupara Stream and the Mangorewa River. Within this area Ngāti Rangiwewehi established historic pā sites and numerous food cultivations. The most notable cultivations which grew along the riverbanks include Pukehakaokiwa, Waikohukohu, Torehapa, Rimupoka, Te Tapairu, Toraranui, Te Akitahi, Hunua, and Huha. Ngāti Rangiwewehi also established bird snaring sites north of the Mangorewa River such as Waikare and Te Toro. On the Mangorewa River branch to the east were the cultivations known as Paekawakaterateraahuara and Whitingawariwari. The presence of so many successful cultivations indicates a stable, thriving, and balanced community.

Ngāti Rangiwewehi tūpuna had considerable knowledge of the lands of the Mangorewa Conservation and Ecological Area and its history, the traditional walking tracks and watery corridors that criss-crossed the terrain, and their importance in maintaining a Ngāti Rangiwewehi identity. The tūpuna were well acquainted also with the best places in this area to gather food and other resources, the ways to prepare them and the tikanga for their proper and sustainable use. These values remain important to Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Part Kaharoa Conservation Forest (as shown on deed plan OTS-209-43)

The Kaharoa Conservation Forest was originally part of the larger Mangorewa Block. Tia, a tūpuna from a neighbouring iwi, is credited with giving the name Kaharoa to the area after he completed a strenuous journey on foot through the Mangorewa Block. According to tradition, Tia named the track, Te Kaharoa a Tia (Tia's Track). The Kaharoa Conservation Forest falls within the area of Tia's Track.

Mangorewa Kaharoa was historically known to Ngāti Rangiwewehi as Te Riu o Kereru – the realm of Kereru. According to Ngāti Rangiwewehi tradition this historic name was given by the tūpuna Kereru after he had secured the Taumata area for the benefit of Ngāti Rangiwewehi. The area now known as the Kaharoa Conservation Forest is historically significant because it falls across part of the original Te Riu o Kereru boundaries.

This was a fertile and resource-rich area and it provided plentiful food and a range of resources for Ngāti Rangiwewehi. The Mangorewa River and the Onaia Stream which border and traverse the land teemed with eel, native fish, freshwater crayfish (koura) and water fowl. Within the area bounded by these waterways, Ngāti Rangiwewehi established food cultivations, and bird snaring sites. The bush-lands were equally abundant providing Ngāti Rangiwewehi with native birds, and seeds, berries, and leaves for medicine and food. Other resources such as flax were cultivated for trade.

Historic pā sites were also established by Ngāti Rangiwewehi in the lands now known as the Kaharoa Conservation Forest.

Ngāti Rangiwewehi tūpuna had considerable knowledge of the lands within the Kaharoa Conservation Forest, their history, the traditional walking tracks and watery corridors that criss-crossed the terrain and their importance in maintaining a Ngāti Rangiwewehi identity. The tūpuna were well acquainted also with the best places to gather food and other resources, the ways to prepare them and the tikanga for their proper and sustainable use. These values remain important to Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Part Te Matai Conservation Forest (as shown on deed plan OTS-209-44)

Te Matai Conservation Forest is of historical and cultural importance to Ngāti Rangiwewehi. According to Ngāti Rangiwewehi tradition the lands now known as Te Matai Conservation Forest was inherited from ancestors who walked upon and worked the land, established food cultivations, hunted, built historic pā sites, and were buried on the land.

Te Matai Conservation Forest is historically significant because it falls across part of the Mangorewa Kaharoa area that was historically known to Ngāti Rangiwewehi as Te Riu o Kereru – the realm of Kereru. According to Ngāti Rangiwewehi tradition this historic name was given by the tūpuna Kereru after he had secured the Taumata area for the benefit of Ngāti Rangiwewehi.

The land now known as Te Matai Conservation Forest was a fertile and resource-rich area and it provided plentiful food and resources for Ngāti Rangiwewehi. Food cultivations and bird snaring sites were established. The bush-lands were equally abundant providing Ngāti Rangiwewehi with native birds, and seeds, berries, and leaves for medicine and food. Other resources such as flax were cultivated for trade.

Ngāti Rangiwewehi tūpuna had considerable knowledge of the lands within Te Matai Conservation Forest, their history, the traditional walking tracks that criss-crossed the terrain and their importance in maintaining a Ngāti Rangiwewehi identity. The tūpuna were well acquainted also with the best places in Te Matai Conservation Forest to gather food and other resources, the ways to prepare them and the tikanga for their proper and sustainable use. These values remain important to Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Part Mangapapa Ecological Area (as shown on deed plan OTS-209-45)

The Mangapapa Ecological Area is located due west of the Kurupa Range near the lands that are now known as the Maraeroa Oturoa Block. The lands within the area now known as the Mangapapa Ecological Area are of cultural and historical importance to Ngāti Rangiwewehi. According to Ngāti Rangiwewehi tradition the Mangapapa Ecological Area was inherited from ancestors who walked upon and worked the land, established food cultivations, hunted, built historic pā sites, and were buried on the land.

The Mangapapa Ecological Area is historically significant because it falls across part of the Mangorewa Kaharoa that was historically known to Ngāti Rangiwewehi as Te Riu o Kereru – the realm of Kereru. According to Ngāti Rangiwewehi tradition this historic name was given by the tūpuna Kereru after he had secured the Taumata area for the benefit of Ngāti Rangiwewehi.

The area now known as the Mangapapa Ecological Area was a fertile and resource-rich area and it provided plentiful food and resources for Ngāti Rangiwewehi. Food cultivations and bird snaring sites were established. The original trees that were highly prized for bird hunting and protected by hapū of Ngāti Rangiwewehi still remain today. A stand of these trees is located at the southern boundary of Mangorewa Kaharoa Te Taumata Trust lands. The bush-lands were equally abundant providing Ngāti Rangiwewehi with native birds, and seeds, berries, and leaves for medicine and food. Other resources such as flax were cultivated for trade.

Ngāti Rangiwewehi tūpuna had considerable knowledge of the lands within the Mangapapa Ecological Area, their history, the traditional walking tracks and waterways that criss-crossed the terrain and their importance in maintaining a Ngāti Rangiwewehi identity. The tūpuna were well acquainted also with the best places at the Mangapapa Ecological Area to gather food and other resources, the way to prepare them, and the tikanga for their proper and sustainable use. These values remain important to Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Te Waerenga Scenic Reserve (as shown on deed plan OTS-209-46)

Te Waerenga Scenic Reserve is of cultural and historical importance to Ngāti Rangiwewehi. According to Ngāti Rangiwewehi tradition the land now known as Te Waerenga Scenic Reserve was inherited from ancestors who walked upon and worked the land, established food cultivations, hunted, built historic pā sites, and were buried on the land.

The land now known as Te Waerenga Scenic Reserve contains two urupā: Pukuohakoma and Otarau. Both urupā are located due east of the Ngāti Rangiwewehi historic pā site, Te Rangiwahakairo, which rests on Te Kurupa Range, due north of Hamurana Springs Reserve.

The area now known as Te Waerenga Scenic Reserve is historically significant because it falls across part of Mangorewa Kaharoa that was historically known to Ngāti Rangiwewehi as Te Riu o Kereru – the realm of Kereru. According to Ngāti Rangiwewehi tradition this historic name was given by the tūpuna Kereru after he secured the Taumata area for the benefit of Ngāti Rangiwewehi.

Te Waerenga Scenic Reserve was a fertile and resource-rich area and it provided plentiful food and resources for Ngāti Rangiwewehi. Food cultivations and bird snaring sites were established. The bush-lands were equally abundant providing Ngāti Rangiwewehi with native birds, and seeds, berries, and leaves for medicine and food. Other resources such as flax were cultivated for trade.

Ngāti Rangiwewehi tūpuna had considerable knowledge of the lands now known as Te Waerenga Scenic Reserve, their history, the traditional walking tracks and waterways that criss-crossed the terrain and their importance in maintaining Ngāti Rangiwewehi identity. The tūpuna were well acquainted also with the best places at Te Waerenga Scenic Reserve to gather food and other resources, the way to prepare them and the tikanga for their proper and sustainable use. These values remain important to Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Otanewainuku Conservation Forest (as shown on deed plan OTS-209-48)

The Ngāti Rangiwewehi association with Otanewainuku peak is based upon take tūpuna, ahi kaa and traditional and customary interests. Otanewainuku is a traditionally recognised landmark that stands on the Rotorua / Tauranga boundary. According to local korero Otanewainuku and Puwhenua were lovers, and after the nameless one was shunned by Puwhenua in favour of Otanewainuku, he asked the Patupaiarehe to drag him down to the sea so that he could drown himself. However, as the story goes the nameless one was caught by the sun and he now stands at the entrance to the Tauranga harbour as Mauao.

Ngāti Rangiwewehi has close relationships with their whanaunga from Te Puke through inter-marriage and whakapapa. These relationships allowed Ngāti Rangiwewehi rights of occupation, to traverse, hunt and survive on the many bounties that the maunga had to offer them and their whanaunga for many years. These practices and inter-tribal relationships are still strongly maintained today.

Otanewainuku has been a great source of food supply for our people. The wild cabbage and riwai that grew on the peak were important food sources for the wild pig and kiore that also feasted upon the Hinau, Tawa and Miro berries, or even in some instances the native fish, freshwater eel, water fowl and other foods like freshwater koura that were gathered from the nearby streams.

The forest areas also provided a wide range of native timber for buildings, firewood and cover for the many species of birdlife that lived there. Birds like the Kiwi, Tui, Kaka, Kereru and other birds that were trapped or snared by our young Ngāti Rangiwewehi hunters. The birds were then plucked, and the feathers buried in the bush. After the birds had been cooked they were preserved in calabashes in their own fat until the hunters returned home to be used on special occasions or with the rest of the tribe.

Just as plentiful were the different plants and berries that grew wild on the maunga. Harore and Pikopiko were favourite foods of the old people and were gathered at certain times of the year. Depending on the size of the plant their uses also varied. Some plants were used for building wharau or for weaving purposes and other plants were gathered for food and medicinal purposes. The wild berries like the Miro, tawa and karaka grew in abundance and apart from fattening the birds were also a special food source that needed to be specially prepared and cooked before being eaten. If one did not know how to prepare these berries for consumption they could become fatally sick or even died.

All in all, Otanewainuku was and still is a special place to Ngāti Rangiwewehi for the way it has protected and provided for our tūpuna in bygone days and how it still provides for us the generations of today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Mangapouri Marginal Strip (as shown on deed plan OTS-209-34)

Ngāti Rangiwewehi tūpuna had considerable knowledge of the lands that now comprise the Mangapouri Marginal Strip and their history, the traditional walking tracks and waterways that criss-crossed the terrain, and their importance in maintaining a Ngāti Rangiwewehi identity.

The land along the banks of the Mangapouri Stream served multiple functions: sacred and profane. Ngāti Rangiwewehi washed, swam, and fished in the Mangapouri Stream. They also used the stream to perform tohi (baptismal) rites and clean the tupapaku (the bodies of the dead) prior to burial.

A rich and plentiful supply of eels, native fishes, and water fowl were collected from the Mangapouri Stream and the land along its banks. Along the river banks a host of plants including toetoe, aruhe, kiekie, harakeke, manuka, and ferns were gathered and dressed. Ngāti Rangiwewehi used these resources for medicine, building and thatching houses, food, and weaving. Special materials from the area beside the Mangapouri Stream are still collected today for dyeing woven products. The bush-lands were equally abundant providing Ngāti Rangiwewehi with native birds, and seeds, berries, and leaves for medicine and food. Other resources such as flax, riwai and other vegetables were cultivated for trade.

The tūpuna were well acquainted also with the best places along the Mangapouri Marginal Strip to gather food and other resources, the way to prepare them, and the tikanga for their proper and sustainable use. These values remain important, to Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

STATEMENTS IN RESPECT OF WATERWAYS OF SIGNIFICANCE

Mangorewa River (as shown on deed plan OTS-209-47)

To Ngāti Rangiwewehi, the Mangorewa River is a living entity and comprises its waters, banks, bed, and its streams, tributaries, fisheries, vegetation, wetlands, springs, water column as well as its metaphysical being with its own mauri. It springs from the head waters of Mangorewa Te Taumata situated in the area known to Ngāti Rangiwewehi as Te Riu o Kereru. Later, the Mangorewa River meets up with and absorbs the Ohaupara Stream and eventually converges with the Kaituna River before dispersing out to sea. This watery corridor provides Ngāti Rangiwewehi with a transport route, along and into the fertile and lush land that hugs the water's course.

The Mangorewa River plays an important role in sustaining Ngāti Rangiwewehi, physically and spiritually. It is profoundly rich in food and resources including koura, eel, and native fish. According to a tribal historian Hutana Pokenui, the Mangorewa River, and the open ground surrounding the river banks, was a popular "fern ground" where the much sought-after aruhe was cultivated and harvested in quantity. There were cultivations at the eastern end of the Mangorewa River banks as far as the Waioto Stream. Additional cultivations ran along either side of the Mangorewa River beginning at the heads where the historic pā site Nonamahorohoro was built.

Ngāti Rangiwewehi considers that the values of mana, whakapapa, tapu, and mauri are central to their relationship with their waterways. Mana defines the kaitiakitanga responsibilities of Ngāti Rangiwewehi, within which Ngāti Rangiwewehi is charged with protecting the mauri or life force of their waterways. Whakapapa defines the genealogical relationship while tapu describes the sacredness or purity of the relationship between Ngāti Rangiwewehi and its waterways including the Mangorewa River. These values remain important to Ngāti Rangiwewehi today.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Kaituna River (as shown on deed plan OTS-209-32)

The stern anchor of the Arawa waka (named Tuterangi Haruru) is said to have been placed at Te Awahou, roughly where the Kaituna River now flows out to sea. The bow anchor (called Tokaparore) of the Arawa waka was set approximately where the Kaituna River used to flow out to sea at Maketu.

The Ngāti Rangiwewehi people settled along the reaches of the Kaituna River from Tumu Kaituna as it followed its course to the sea at the Maketu Estuary. The Kaituna River has been a rich source of fish, all types of shellfish, eels, Inanga (whitebait), and many other kinds of food that sustained Ngāti Rangiwewehi people for several generations.

Along the banks of the river grew many varieties of plants such as toetoe, aruhe, kiekie, harakeke, manuka, kanuka and many other types that had special value and importance to Ngāti Rangiwewehi. The plants were used for medicinal purposes, weaving, building, thatching, food and dyeing. The Ngāti Rangiwewehi people owned a wide range of taonga made from the plants sourced from the river banks, including flax kits, mats, (Whariki) and cloaks made from the rare vegetation that grew along the banks. To this day, the banks of the Kaituna River still provide unique raw materials necessary for weaving, building thatching and dyeing.

As well as providing the many food gathering places and plant life, the Kaituna River also provided Ngāti Rangiwewehi a means of transportation to other parts of the Arawa region. Ngāti Rangiwewehi cultivated along the river from Tumu Kaituna to Otaiparia to Papahikahawai.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Ohaupara Stream (as shown on deed plan OTS-209-33)

The Ngāti Rangiwewehi people settled into their pā along the reaches of the Ohaupara Stream. They utilized the resources of the Ohaupara Stream as it followed its course to join the Mangorewa River.

The Ohaupara Stream had been a rich source of native species of eels, kokopu and koaro. Its banks provided many other types of food resources for the Ngāti Rangiwewehi people for several generations. From their pā Ngāti Rangiwewehi people cultivated the many varieties of rare plants that grew along the river-banks and other plants including riwai, (potato), wild cabbage and maize. Along the banks many variety of plants such as toetoe, aruhe, kiekie, harakeke, manuka, kanuka and a whole host of the different species of flora that were used for medicinal, weaving, building, thatching, dyeing and food purposes. Other varieties of rare and valuable flora and fauna were utilized for trade with the people of the coastal area.

Ngāti Rangiwewehi hunted birds and fished along the reaches of the Ohaupara Stream. The stream abounded in eel and other native fish species including an abundance of water fowl. The bush on either side of the stream was likewise full of birds and the people lived well due to the plentiful resources. The people used certain areas of the stream for performing tohi rites (baptismal rites). They also used certain areas to clean the bodies of the dead prior to burial.

The Ngāti Rangiwewehi people owned a wide range of taonga made from the plants sourced from the river banks. The taonga include flax kits, mats (whariki) and cloaks made from the rare vegetation that grew along the banks. To this day, the banks of the Ohaupara Stream still provide unique raw materials necessary for weaving, building thatching and dyeing.

The values arising from that traditional and historical association are values consistent with the protection of that history, culture and tradition, the protection of the water quality, the protection of the natural resources and environment, the protection of the aesthetic beauty of the place. Ngāti Rangiwewehi people were very much conservation conscious and they regularly placed rahui (Restrictions) on areas of the stream to allow the rejuvenation of their valuable resources.

Proper and sustainable resource management has always been at the heart of the relationship of Ngāti Rangiwewehi with the land. Along the Ohaupara stream rare birds were numerous. The melodious sounds of New Zealand birds could be heard here: the noble and harmonious Bellbirds (Tui) solemn Morepork (Ruru), proud, plump native wood pigeon (Kereru) and the North Island Brown Kiwi.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Mangapouri Stream (as shown on deed plan OTS-209-34)

The Ngāti Rangiwewehi people settled into their pā along the reaches of the Mangapouri Stream. The people utilized the resources of the Mangapouri Stream as it followed its course to the Mangorewa River.

The stream abounded in eel and other native fish species including an abundance of water fowl. The bush on either side of the stream was likewise full of birds and the people lived well due to the plentiful resources. The people also used certain areas of the stream for performing tohi rites (baptismal rites); they also used certain areas to clean the bodies of the dead prior to burial.

The Mangapouri Stream has been a rich source of native species of fish, eels, kokopu and koaro. Along its banks it provided many other types of food resources for the Ngāti Rangiwewehi people for several generations. Along the banks many variety of plants such as toetoe, aruhe, kiekie, harakeke, manuka, kanuka and a whole host of the different species of fern that had special value and importance to Ngāti Rangiwewehi. The plants were used for medicinal purposes, weaving, building, thatching, dyeing and food. The Ngāti Rangiwewehi people owned a wide range of taonga made from the plants sourced from the river banks, including flax kits, mats (whariki) and cloaks made from the rare vegetation that grew along the banks. To this day, the banks of the Mangapouri Stream still provide unique raw materials necessary for weaving, building thatching and dyeing.

From their pā, the Ngāti Rangiwewehi people cultivated the many varieties of rare plants that grew along the banks of the stream including riwai (potato), wild cabbage and maize. Other varieties of rare and valuable flora and fauna that grew near the Mangapouri Stream were utilized for trade with the people of the coastal area. Ngāti Rangiwewehi hunted birds and fished along its reaches.

The values arising from that traditional and historical association are values consistent with the protection of that history, culture and tradition, the protection of the water quality, the protection of the natural resources and environment, the protection of the aesthetic beauty of the place. Ngāti Rangiwewehi people were very much conservation conscious and they regularly placed rahui (Restrictions) on areas allowing the rejuvenation of their valuable resources.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Onaia Stream (as shown on deed plan OTS-209-58)

The Ngāti Rangiwewehi people settled into their pā along the reaches of the Onaia Stream. The people utilized the resources of the Onaia Stream as it flows out to the Mangorewa and Kaituna Rivers.

The Onaia Stream had been a rich source of native species of eels, kokopu koaro and an abundance of water fowl. The banks of the river provided a wide range of food sources for the Ngāti Rangiwewehi people for several generations. From their pā Ngāti Rangiwewehi people cultivated many varieties of rare plants that grew along the banks of the stream and also planted riwai (potato) wild cabbage and maize along the banks of the stream. The toetoe, aruhe, kiekie, harakeke, manuka, kanuka and other different species of flora used for medicinal, weaving, building, thatching, dyeing and food purposes also grew along the river banks. Other varieties of rare and valuable flora and fauna were utilized for trade with the people of the coastal area.

Certain areas of the stream were also used for traditional purposes like performing tohi rites (baptismal rites) and cleaning the bodies of the dead prior to the tangihanga and burial.

The values arising from that traditional and historical association are values consistent with the protection of that history, culture and tradition, the protection of the water quality, the protection of the natural resources and environment, the protection of the aesthetic beauty of the place. Ngāti Rangiwewehi people were very much conservation conscious and they regularly placed rahui (Restrictions) on areas allowing the rejuvenation of their valuable resources.

Ngāti Rangiwewehi considers that the values of mana, whakapapa, tapu, and mauri are central to their relationship with their waterways. Mana defines the kaitiakitanga responsibilities of Ngāti Rangiwewehi, within which Ngāti Rangiwewehi is charged with protecting the mauri or life force of their waterways. Whakapapa defines the genealogical relationship while tapu describes the sacredness or purity of the relationship between Ngāti Rangiwewehi and its waterways including the Onaia Stream. These values remain important to Ngāti Rangiwewehi today.

Along the Onaia Stream rare birds were numerous. The melodious sounds of New Zealand birds could be heard here: the noble and harmonious Bellbirds (Tui), the solemn Morepork (Ruru), proud, plump native wood pigeon (Kereru) and the North Island Brown Kiwi.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Te Rerenga Stream (as shown on deed plan OTS-209-59)

The Ngāti Rangiwewehi people settled into their pā along the reaches of Te Rerenga stream which flows through the area Ngāti Rangiwewehi calls Te Riu o Kereru.

Te Rerenga Stream had been a rich source of native species of eels, kokopu koaro and an abundance of water fowl. The banks of the river provided a wide range of food sources for the Ngāti Rangiwewehi people for several generations. From their pā Ngāti Rangiwewehi people cultivated many varieties of rare plants that grew along the banks of the stream and also planted riwai (potato) wild cabbage and maize along the banks of the stream. The toetoe, aruhe, kiekie, harakeke, manuka, kanuka and other different species of flora used for medicinal, weaving, building, thatching, dyeing and food purposes also grew along the river banks. Other varieties of rare and valuable flora and fauna were utilized for trade with the people of the coastal area.

Te Rerenga Stream is an area rich in the traditional history of the Ngāti Rangiwewehi Iwi. The Rangiwewehi stronghold Toariri Pā once stood where the Mangakopiko and Te Rerenga Streams meet; and the construction of original roadway from Te Rerenga Stream to the Mangapouri was only made possible by the agreement of the Ngāti Rangiwewehi people. This road enabled Ngāti Rangiwewehi to make greater use of the Te Rerenga Stream and it was used as a trade route to the coast.

The values arising from that traditional and historical association are values consistent with the protection of that history, culture and tradition, the protection of the water quality, the protection of the natural resources and environment, the protection of the aesthetic beauty of the place. Ngāti Rangiwewehi people were very much conservation conscious and they regularly placed rahui (Restrictions) on areas allowing the rejuvenation of their valuable resources.

Ngāti Rangiwewehi considers that the values of mana, whakapapa, tapu, and mauri are central to their relationship with their waterways. Mana defines the kaitiakitanga responsibilities of Ngāti Rangiwewehi, within which Ngāti Rangiwewehi is charged with protecting the mauri or life force of their waterways. Whakapapa defines the genealogical relationship while tapū describes the sacredness or purity of the relationship between Ngāti Rangiwewehi and its waterways including the Te Rerenga Stream. These values remain important to Ngāti Rangiwewehi today.

Along the Te Rerenga Stream rare birds were numerous. The melodious sounds of New Zealand birds could be heard here: the noble and harmonious Bellbirds (Tui), the solemn Morepork (Ruru), proud, plump native wood pigeon (Kereru) and the North Island Brown Kiwi.

3 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 Rangiwewehi; and

1.1.2 Te Tahuhu o Tawakeheimoa Trust (the governance entity).

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

1.2.1 **Part Taumata Scenic Reserve** (as shown on deed plan OTS-209-39); and

1.2.2 **Part Ruato Stream Conservation Area** (as shown on deed plan OTS-209-40); and

1.2.3 **Mangorewa Scenic Reserve** (as shown on deed plan OTS-209-41); and

1.2.4 **Part Mangorewa Conservation & Ecological Areas** (as shown on deed plan OTS-209-42); and

1.2.5 **Part Kaharoa Conservation Forest** (as shown on deed plan OTS-209-43); and

1.2.6 **Part Te Matai Conservation Forest** (as shown on deed plan OTS-209-44); and

1.2.7 **Part Mangapapa Ecological Area** (as shown on deed plan OTS-209-45); and

1.2.8 **Te Waerenga Scenic Reserve** (as shown on deed plan OTS-209-46); and

1.2.9 **Mangapouri Stream Marginal Strip** (as shown on deed plan OTS-209-81)

1.3 Those statements of association are –

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

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

1.4 The Crown has acknowledged the statements of association in the Ngāti Rangiwewehi Claims Settlement Act 2013, being the settlement legislation that gives effect to the deed of settlement.

DOCUMENTS

3: DEED OF RECOGNITION

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 Rangiwewehi with that statutory area as described in a statement of association.

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

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

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

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

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

(b) to eradicate pests, weeds, or introduced species;

(c) to assess current and future visitor activities;

(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;

2.2.5 locating or constructing structures, signs, or tracks.

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

3 LIMITS

3.1 This deed –

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

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

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

3.1.4 is subject to the settlement legislation.

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3: DEED OF RECOGNITION

4 TERMINATION

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

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

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

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

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

5 NOTICES

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

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; and

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

deed of settlement means the deed of settlement dated 16 December 2012 between Ngati Rangiwewehi, the governance entity, and the Crown; and

DOCUMENTS

3: DEED OF RECOGNITION

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

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

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

Minister means the Minister of Conservation; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

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

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

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

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

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

9 INTERPRETATION

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

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

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

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

DOCUMENTS

3: DEED OF RECOGNITION

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.

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

**3: DEED OF RECOGNITION
Schedule**

Copies of Statements of Association

[Name of area] (as shown on deed plan [*number*])

[statement of association]

[Name of area] (as shown on deed plan [*number*])

[statement of association]

[Note: Statements of Association will be included in the final Deed of Recognition.]

4 PROTOCOLS

CROWN MINERALS PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH NGĀTI RANGIWEWEHI BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 16 December 2012 between Ngāti Rangiwewehi 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 Business, Innovation And Employment (the "**Ministry**") will consult with the Ngāti Rangiwewehi Governance Entity (the "**Governance Entity**") on matters specified in the Crown Minerals Protocol.
- 1.2 Both the Ministry and Ngāti Rangiwewehi 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 granting 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 Rangiwewehi 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.

3 PROTOCOL AREA

- 3.1 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).

DOCUMENTS

4: PROTOCOLS

4 TERMS OF ISSUE

- 4.1 This Crown Minerals Protocol is issued pursuant to section 109 of the Ngāti Rangiwewehi Claims Settlement Act 2012 (the "**Settlement Legislation**") that implements clause 5.6.3 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Crown Minerals Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

5 CONSULTATION

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

New minerals programmes

- 5.1.1 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

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

Other petroleum exploration permit applications

- 5.1.3 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 5.1.2;

Amendments to petroleum exploration permits

- 5.1.4 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

- 5.1.5 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

- 5.1.6 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 5.1.5 or where the application relates to newly available acreage;

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4: PROTOCOLS

Newly available acreage

- 5.1.7 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

- 5.1.8 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.
- 5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

6 IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 5.1 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 5.1 of this Crown Minerals Protocol Area may affect the interests of Ngāti Rangiwewehi.
- 6.2 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 6.2.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this Crown Minerals Protocol;
- 6.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Crown Minerals Protocol;
- 6.2.3 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 5 of this Crown Minerals Protocol; and
- 6.2.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in clause 5 of this Crown Minerals Protocol.
- 6.3 Where the Ministry is required to consult the Governance Entity as specified in clause 6.1, the Ministry will report back in writing to the Governance Entity on the decision made as a result of such consultation.
- 6.4 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:
- 6.4.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;

DOCUMENTS

4: PROTOCOLS

- 6.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;
- 6.4.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol; and
- 6.4.4 providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol.

7 DEFINITIONS

7.1 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 16 December 2012 between the Crown, Ngāti Rangiwewehi and Te Tahuhu o Tawakeheimoa Trust;

Governance Entity means the trustees for the time being of Te Tahuhu o Tawakeheimoa Trust in their capacity as trustees of the 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;

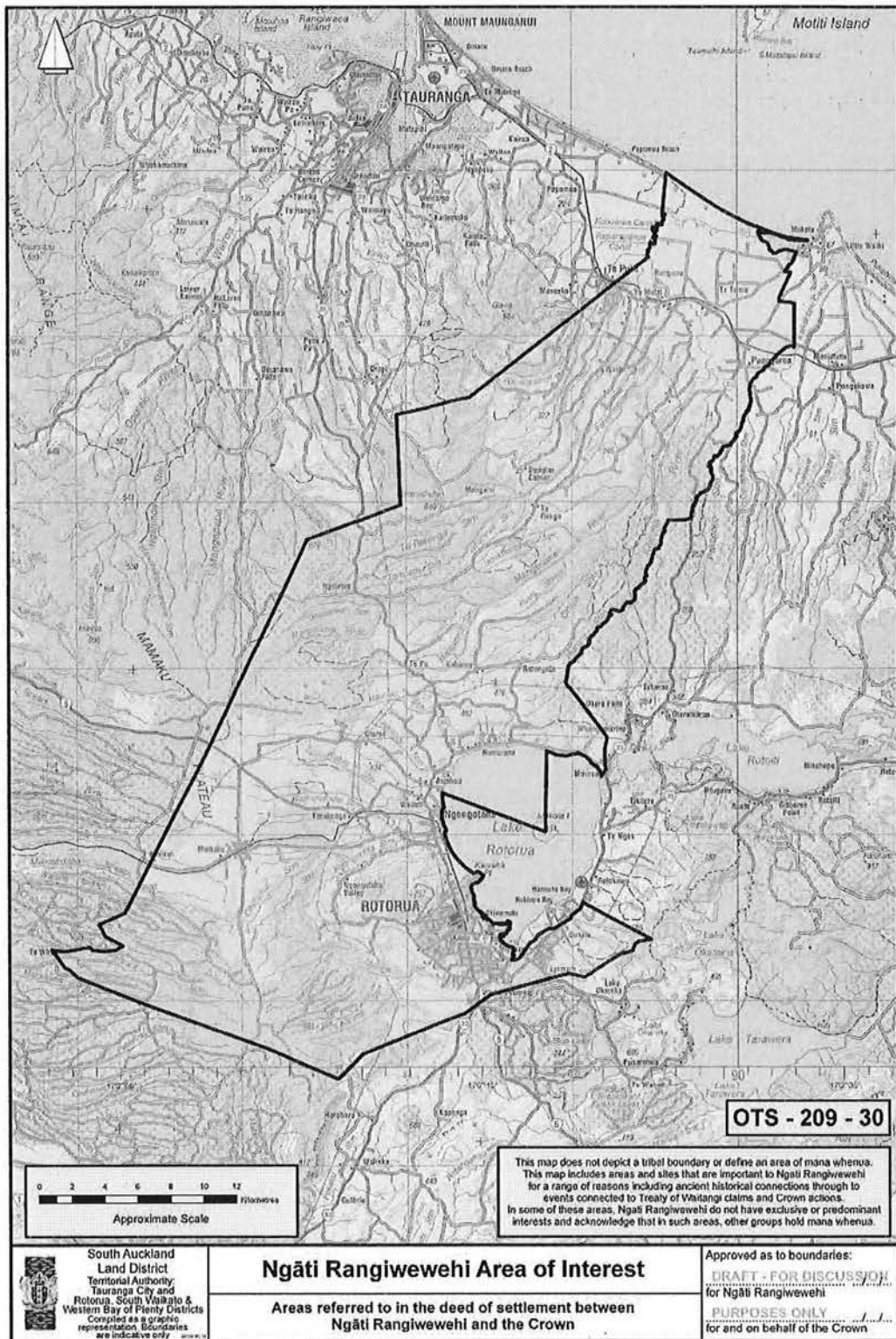
Ngāti Rangiwewehi has the meaning set out in clause 8.6 of the Deed of Settlement;

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; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or

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4: PROTOCOLS
ATTACHMENT A



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

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

Approved as to boundaries:
DRAFT - FOR DISCUSSION
 for Ngāti Rangiwewehi
PURPOSES ONLY
 for and on behalf of the Crown

DOCUMENTS

4: PROTOCOLS

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 109).

2. Limits

- 2.1 This Protocol does not -

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

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section 110(a)); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngati Rangiwewehi or a representative authority (sections 110(b) and 110(c)); or

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

2.1.4 affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011.

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 111(3)).

- 3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.10).

DOCUMENTS
4: PROTOCOLS

TAONGA TŪTURU PROTOCOL

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

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 16 December 2012 between Ngāti Rangiwewehi 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 Rangiwewehi 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 Rangiwewehi – 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; and
 - 1.1.15 Definitions – Part 15.
- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau, hapū, and iwi of Ngāti Rangiwewehi 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

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4: 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 109 of the ("the Settlement Legislation") that implements clause 5.6.2 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

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

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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 Rangiwewehi 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 Rangiwewehi 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 Rangiwewehi 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 Rangiwewehi 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 Rangiwewehi 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 Rangiwewehi 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 Rangiwewehi 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 Rangiwewehi 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.

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

7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Rangiwewehi 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 Rangiwewehi 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 Rangiwewehi interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

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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 Rangiwewehi 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 RANGIWEWEHI

- 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 Rangiwewehi; and

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

(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.

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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 Rangiwewehi 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;

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14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

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

15. DEFINITIONS

15.1 In this Protocol:

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

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; and

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

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

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

governance entity means the trustees for the time being of Te Tahuhu o Tawakeheimoa Trust in their capacity as trustees of the trust; and

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

Ngāti Rangiwewehi has the meaning set out in clause 8.6 of the Deed of Settlement; and

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

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(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:

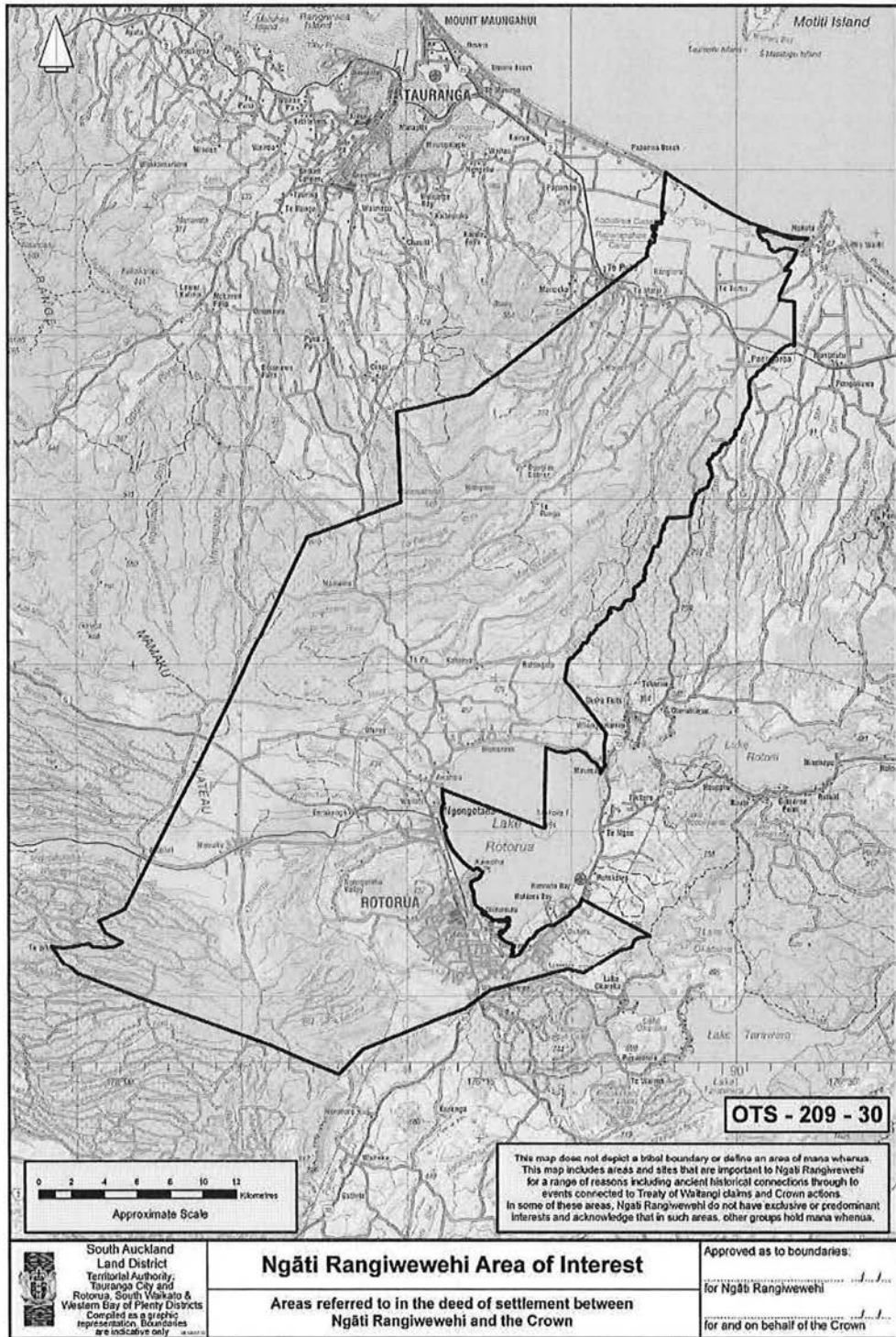
WITNESS

Name:

Occupation:

Address:

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



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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 109).

2. Limits

- 2.1 This Protocol does not -

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

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (section 110); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Rangiwewehi (section 110); or

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

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 111).

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

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CONSERVATION PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING THE RELATIONSHIP BETWEEN NGĀTI RANGIWEWEHI AND THE DEPARTMENT OF CONSERVATION

1 INTRODUCTION

*'Ko maiea. Maiea ngaa atua. Maiea ngaa patu. Maiea ngaa tangata. Ko maiea'
Wi Maihi Te Rangikaheke.*

'We emerge with all acknowledged and satisfied. The atua are satisfied. The weapons are satisfied. The people are satisfied. We emerge with all acknowledged and satisfied'

*Ko Tiheia te Maunga
Ko Te Awahou me Kaikaitahuna ngā Awa
Ko Pekehāua rāua ko Hinerua ngā tīpua
Ko Tarimano te Marae
Ko Puhirua me Orangikahui ngā moenga o ngā Tūpuna
hei ahi kaa mo te iwi nei
Ko Rangiwewehi
Ko Te Arawa te Waka*

2 BACKGROUND

Ngāti Rangiwewehi whakapapa

- 2.1 Ngāti Rangiwewehi trace their origins to Ohomairangi, a tūpuna of Hawaiki from whom all of the Te Arawa confederation descend. Ngāti Rangiwewehi closely identify with those hapū that descend from the eight children of Rangitīhi, known as Ngā Pū Manawa e Waru, the eight beating hearts of Rangitīhi. Ngāti Rangiwewehi whakapapa traditions record that Tuhourangi, one of the children of Rangitīhi, had a son named Uenukukopako, who in turn had a son named Whakauekaipapa. Whakauekaipapa married Rangioru, a woman of rank from Tapuika, and their eldest son was called Tawakeheimoa. In time Tawakeheimoa married Te Aongahoro, and they had Rangiwewehi, from whom the tribe of Ngāti Rangiwewehi descend.

Ngāti Rangiwewehi Rohe

- 2.2 Ngāti Rangiwewehi lands and resources are commonly described under the terms of Rangiwewehi ki Uta and Rangiwewehi ki Tai. The Rangiwewehi ki Uta tribal assets include Mokoia Island, which is owned collectively by Ngāti Rangiwewehi and other Te Arawa hapū. The south western boundary of the Ngāti Rangiwewehi Rohe (**the Rohe**) begins at Waimihia, on the lake's edge while its eastern boundary is at Matarakutia, a fishing spot in the lake just out from the lakeside settlement of Puararewa. Heading north east from Puararewa towards the coast, the Rohe takes in the wider Mangorewa Kaharoa Te Taumata area, including the hill country around Otanewainuku. From Otanewainuku the boundary heads in a westerly direction along the survey line to the trig station at Puwhenua, and then heads south along the Whaiti Kuranui line back to Maraeroa Oturoa before returning back to the lake edge property at Waimihia.

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- 2.3 The tribal resources on the coast sit under the mantle of Rangiwewehi ki Tai and are located around the Maketū and Te Puke area. Along with other Te Arawa Iwi, Ngāti Rangiwewehi occupied land around the Maketū Estuary and the Kaituna River. This land sustains and nurtures the sense of wellbeing that is fundamental and vital to the health of Ngāti Rangiwewehi both physically and spiritually..The area described in the above two paragraphs is shown in the map attached to this document.
- 2.4 Ngāti Rangiwewehi has a special relationship with their Taniwha, Pekehāua and Hinerua. The role of Pekehāua, and his offspring to Hinerua (the benevolent taniwha who lived at Hamurana Springs), are an integral part of the Ngāti Rangiwewehi psyche, culture, health and wellbeing. Knowledge of Pekehāua in the role as protector and guardian - of the springs that were named for him, the surrounding waters at Te Awahou and Hamurana, and the subterranean channels that link both the Taniwha and Hamurana springs, plus the many other underground waterways within the Rohe – are fundamental to the way Ngāti Rangiwewehi expresses the concepts, privilege and responsibility, of kaitiakitanga / co-guardianship and mutual care, growth and development. Respecting the waters at their sources safeguards the flow that generates, sustains and nurtures the sense of wellbeing that is fundamental and vital to the health of Ngāti Rangiwewehi both physically and spiritually.

Ngāti Rangiwewehi Relations with the Crown

- 2.5 Ngāti Rangiwewehi was not a signatory of Te Tiriti o Waitangi/the Treaty of Waitangi, but became bound by its terms and accepted the government of New Zealand and the integration of Pākehā settlers over the course of the latter nineteenth century and beyond.
- 2.6 Ngāti Rangiwewehi was subject to numerous breaches of the principles of the Treaty, affecting the whanau, hapū and iwi of Ngāti Rangiwewehi and their lands over many years.

3 PURPOSE

- 3.1 This Protocol sets out how the Department of Conservation (the “Department”) and Te Tahuhu o Tawakeheimoa 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 Rangiwewehi and the Department of Conservation.
- 3.2 A summary of 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.

4 PROTOCOL AREA

- 4.1 This Protocol will apply within the Rohe.

OBJECTIVES

Joint Objectives

- 4.2 Ngāti Rangiwewehi and the Department are committed to the restoration and protection of the health and well being of the Rohe for present and future generations.

Iwi Objectives

- 4.3 Ngāti Rangiwewehi objectives for the public conservation land within its Rohe, is informed by the Ngāti Rangiwewehi vision statement, mission statement and strategic objectives.

- 4.4 **The Ngāti Rangiwewehi vision statement: 'E tu ana a Ngāti Rangiwewehi',**

The advancement of Rangiwewehi people as Rangiwewehi expresses a future of confident whanau, hapū and iwi – standing firm to their Tino Rangatiratanga over the aspirations, expectations and resources of the iwi. It is a world where Ngāti Rangiwewehi and all its diversity are standing tall.

- 4.5 **The Ngāti Rangiwewehi mission statement: 'Te ahu whakamua o Ngāti Rangiwewehi mai 2009 ki 2040'**

To affirm the mana of Ngāti Rangiwewehi as Ngāti Rangiwewehi move into the new millennium.

- 4.6 **Ngāti Rangiwewehi strategic objectives are:**

4.6.1 **Cultural outcome** – the revitalization and integration of tikanga Rangiwewehi into all we do as an iwi and organisation;

4.6.2 **Economic outcome** – a high performing investment portfolio generating sustainable returns and securing intergenerational wealth and prosperity for Ngāti Rangiwewehi;

4.6.3 **Education** – whanau transformation through education;

4.6.4 **Health & Social Wellbeing** – a healthy, vibrant and successful people;

4.6.5 **Environmental** – Te taiao and taonga species of Ngāti Rangiwewehi are sustainably managed;

4.6.6 **Rangiwewehi Internal Capacity** – an organisation that has effective and enduring relationships with Ngāti Rangiwewehi whānau;

4.6.7 **External Collaboration** – Ngāti Rangiwewehi will have strong external relationships and be able to exert effective political, cultural and economic influence and leverage for the benefit of its whānau, hapū and iwi.

The Department's Objectives

- 4.7 The Department of Conservation – Te Papa Atawhai – is the Crown agency responsible for managing Conservation Land and other resources as provided for in the Conservation Legislation. Its functions include advocating for the conservation of the natural and historic resources of New Zealand on behalf of, and for the benefit of, all New Zealanders. In accordance with section 4 of the Conservation Act 1987 the Conservation Legislation must

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be interpreted and administered to give effect to the principles of the Treaty of Waitangi to the extent required under the Conservation Legislation.

- 4.8 The Department recognises the cultural, historic and spiritual interests of Ngāti Rangiwewehi and the commitment of Ngāti Rangiwewehi, as kaitiaki, to restore and maintain the well being of Conservation Land in the Rohe, and is seeking to strengthen its relationship with Ngāti Rangiwewehi.

5 PRINCIPLES

Ngāti Rangiwewehi Values, Principles and Parameters

- 5.1 The long lasting relationships Ngāti Rangiwewehi develop and the actions Ngāti Rangiwewehi take will be underpinned by 'ethical behaviour – by behaviour that is 'tika'. The values Ngāti Rangiwewehi model will give confidence to the iwi and stakeholders that Ngāti Rangiwewehi can be trusted and are trustworthy, that Ngāti Rangiwewehi are reliable, responsible and give their best effort – kia tika te mahi.

- 5.2 Ngāti Rangiwewehi key values are:

- 5.2.1 Manaakitanga - the capacity to care;
- 5.2.2 Aroha - the capacity to give and receive love;
- 5.2.3 Whakamana - the capacity to empower;
- 5.2.4 Tohatohatia - the capacity to share;
- 5.2.5 Pupuri taonga - the capacity for guardianship;
- 5.2.6 Whakatoto tikanga - the capacity to plan ahead; and
- 5.2.7 Mana whenua - traditional authority status.

- 5.3 Ngāti Rangiwewehi principles are:

- 5.3.1 Trust - reliance, confidence;
- 5.3.2 Cooperation - team player, supportive of each other;
- 5.3.3 Accountability - responsible and reliable;
- 5.3.4 Communication - open and transparent;
- 5.3.5 Respect - show consideration of/for/to others; and
- 5.3.6 Decision making - endorsed by hui a iwi.

Principles of the Relationship

- 5.4 Ngāti Rangiwewehi and the Department agree that their relationship, and the implementation of this Protocol will be guided by a commitment to:

- 5.4.1 A positive and collaborative approach, including acting in good faith and with transparency, 'no surprises' and accountability;

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- 5.4.2 An enduring relationship which is evolving, not prescribed;
- 5.4.3 Cooperation to seek to protect wāhi tapu and other taonga of Ngāti Rangiwewehi on Conservation Land;
- 5.4.4 Provide Ngāti Rangiwewehi with the use of their taonga on Conservation Land to the fullest extent practicable;
- 5.4.5 Respect the independence of each other including mandates, roles and responsibilities;
- 5.4.6 Share knowledge and expertise, including mātauranga Māori and the latest scientific methods, and take them into account when considering issues relating to Conservation Land; and
- 5.4.7 Acknowledge that Ngāti Rangiwewehi and the Department may only make commitments within their resources and capacity.

7 CONFIDENTIALITY

- 7.1 The Department will obtain the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Ngāti Rangiwewehi.
- 7.2 The Department will not disclose any information given to it by Ngāti Rangiwewehi or information relating to Ngāti Rangiwewehi obtained from third parties that relates to Ngāti Rangiwewehi without obtaining the consent of Ngāti Rangiwewehi.
- 7.3 The Department's obligations under this Protocol relating to the disclosure of information are subject to any statutory obligation under the Official Information Act 1982 or any other legislation.

8 COMMUNICATION

- 8.1 The Department will maintain effective and efficient communication with Ngāti Rangiwewehi on an ongoing basis by:
 - 8.1.1 Maintaining a record of the Governance Entity's office holders, and their contact details;
 - 8.1.2 Advising the Governance Entity of the contact details of the appropriate Departmental officer to consult on specific issues, including the area manager who will be the principle contact for the Governance Entity and promptly informing the Governance Entity of any changes to the contact information;
 - 8.1.3 Meeting with the Governance Entity to consult on issues of shared interest that relate to the Rohe:
 - (a) at the commencement of the Department's annual business planning processes; and
 - (b) as agreed by the Governance Entity and the Department; and
 - 8.1.4 Advising the Governance Entity promptly of any matters of significance to Ngāti Rangiwewehi that relate to the Rohe.

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9 VISITOR AND PUBLIC INFORMATION

- 9.1 Ngāti Rangiwewehi 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.
- 9.2 The parties will encourage respect for and awareness of conservation in, and the Ngāti Rangiwewehi relationship with, the Rohe. This may include:
- 9.2.1 Raising public awareness of positive conservation relationships developed between the parties; and
 - 9.2.2 Consulting with each other in the development of visitor and public information published by either party that relates to Ngāti Rangiwewehi values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngāti Rangiwewehi sites of significance as identified in clause 13.3 and aspirations relating to the land.

10 BUSINESS AND MANAGEMENT PLANNING

- 10.1 The Department undertakes 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.
- 10.2 The Governance Entity and the Department will meet at an early stage in the Department's annual business planning processes to consult on:
- 10.2.1 Timeframes for the development of annual work programmes;
 - 10.2.2 Potential projects requested by the Governance Entity to be undertaken together or separately in the Rohe;
 - 10.2.3 Any new legislation or national policy or statutory document that may impact on the Protocol;
 - 10.2.4 Issues relating to cultural materials, sites of significance, species and habitat protection, including pest control, freshwater fisheries and their habitat; and
 - 10.2.5 Any other issue affecting the Protocol.
- 10.3 If a review of the Protocol is required under clause 22, the parties will commence the review as part of these annual consultations.
- 10.4 If a specific 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 Department will advise the Governance Entity of the reason(s) for this.
- 10.5 The Department and the Governance Entity will meet to identify and seek to address issues affecting Ngāti Rangiwewehi at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document relating to the Rohe.

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11 CULTURAL MATERIALS

- 11.1 For the purpose of this Protocol, Cultural Materials are plants, plant materials and materials derived from fauna, found within the Rohe that are protected under the Conservation Legislation and which are important to Ngāti Rangiwewehi in maintaining, restoring and expressing Ngāti Rangiwewehi cultural values and practices.
- 11.2 Current legislation requires some form of authorisation for gathering or the possession of plants and plant materials.
- 11.3 The Department will collaborate with Ngāti Rangiwewehi to develop a Cultural Materials Plan which will provide for Ngāti Rangiwewehi to enable members of Ngāti Rangiwewehi to take and use Cultural Materials in accordance with the Plan. The Plan will:
- 11.3.1 prescribe streamlined authorisation processes (including multi-site and multi-take permits to Ngāti Rangiwewehi) for Ngāti Rangiwewehi members to gather Cultural Materials on Conservation Land (within existing legislation);
 - 11.3.2 Identify, sites, quantities, methods and conditions relating to the multi-take and multi-site plan; and
 - 11.3.3 Matters to be considered when consulting on the feasibility of including a plant or plant material in the Plan.
- 11.4 Ngāti Rangiwewehi may propose new species to be included in the Cultural Materials Plan on an incremental basis and the parties will discuss the feasibility of the proposal.
- 11.5 When Ngāti Rangiwewehi and the Department collaborate on the Cultural Materials Plan, appropriate Departmental experts and Ngāti Rangiwewehi experts in mātauranga Māori will take part.
- 11.6 When agreement is reached on the cultural harvest of any plant or plant material, the Department will issue the required authorisations based on the Plan.
- 11.7 The Cultural Materials Plan will be revised:
- 11.7.1 If an unforeseen event (such as a fire) takes place that affects sites included in the Plan;
 - 11.7.2 If through monitoring it is found that the impacts of a harvest under the Plan is having a significant negative impact on the values for which the Conservation Land is held;
 - 11.7.3 If there is a change in the status of a species under the Plan (i.e. it is classified as threatened or at risk).
- 11.8 Every five years the Plan will be reviewed but it will continue to provide for multitake or multisite authorisations where possible.
- 11.9 In relation to Cultural Materials the Department will:
- 11.9.1 Consult with the Governance Entity in circumstances where there are competing requests between the Governance Entity and non-Ngāti Rangiwewehi members or entities for the use of Cultural Materials in the Rohe, for example for scientific

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- research purposes; or requests for access to and use of Cultural Materials within the Rohe from persons and entities other than the Governance Entity;
- 11.9.2 Consult with the Governance Entity on the restoration and enhancement of Cultural Materials on Conservation Land;
 - 11.9.3 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 by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas;
 - 11.9.4 Provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of plant stock.
- 11.10 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 Rangiwewehi tikanga.
- 11.11 The Department will waive or reduce any recovery of authorisation costs for the collection of Cultural Materials by Ngāti Rangiwewehi.

Materials from Fauna

- 11.12 The Department will consult with the Governance Entity, on access to materials from fauna, which become available as a result of Departmental operations within the Rohe while taking into consideration the interest of other representatives of tangata whenua,.

12 STATUTORY AUTHORISATIONS

- 12.1 The Department acknowledges authorisations granted to third parties in relation to Conservation Land within the Rohe may impact on the spiritual, cultural or historic values of Ngāti Rangiwewehi.
- 12.2 The Department will advise and encourage all prospective applicants within the Rohe to consult with Ngāti Rangiwewehi before filing their application.
- 12.3 From time to time Ngāti Rangiwewehi and the Department will identify categories of Statutory Authorisations that may have a significant impact on the spiritual, cultural or historic values of Ngāti Rangiwewehi.
- 12.4 For the categories of Statutory Authorisations that Ngāti Rangiwewehi and the Department agree may be significant to Ngāti Rangiwewehi, the Governance Entity and the Department will adopt the following processes:
- 12.4.1 The Department will notify Ngāti Rangiwewehi of the application, timeframe for a decision and the timeframe for a Ngāti Rangiwewehi response;
 - 12.4.2 Ngāti Rangiwewehi, within an agreed timeframe, will notify the Department of their response including the nature of their interests in the proposal and their views in relation to the proposal;
 - 12.4.3 The Department will acknowledge Ngāti Rangiwewehi interests and views as conveyed (providing an opportunity to clarify or correct the Department's understanding of those interests and views), how those interests and views will be

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included in the decision-making process and any apparent issues or conflict that may arise;

12.4.4 The Department will, in making a decision, consider whether it is possible to reconcile any conflict between Ngāti Rangiwewehi interests and views and other considerations in the decision-making process;

12.4.5 The Department will record in writing as part of a decision document the nature of Ngāti Rangiwewehi interests and the views of Ngāti Rangiwewehi as conveyed.

12.5 The Department will advise Ngāti Rangiwewehi of potential opportunities for Ngāti Rangiwewehi or its members to obtain statutory authorisations on Conservation Land within the Rohe, including in relation to commercial opportunities.

13 SITES OF SIGNIFICANCE AND OTHER TAONGA

Sites of Significance

13.1 Both parties recognise that there are wāhi tapu and sites of significance to Ngāti Rangiwewehi on lands managed under Conservation Legislation.

13.2 Ngāti Rangiwewehi 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. Where these sites have been identified, this will be done according to:

13.2.1 Ngāti Rangiwewehi tikanga; and

13.2.2 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.

13.3 The Parties will develop a process for advising one another of sites of significance and wāhi tapu.

13.4 On advice from the Governance Entity that any wāhi tapu or other sites of significance require active protection, the Department will consult on methods to achieve that objective that are appropriate for the specific site(s).

13.5 The Department will advise Ngāti Rangiwewehi if koiwi are found in the Rohe.

13.6 Information relating to Ngāti Rangiwewehi 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 or may be required by law.

Other Taonga

13.7 The Department acknowledges that Ngāti Rangiwewehi regard their traditional art forms and works as taonga which must be respected and protected. Such traditional art forms include whakairo (carving in wood, stone, or bone), tukutuku (the reed panelling on the inside walls of wharehau), taniko and raranga (including designs on textiles in plaiting and weaving) and kowhaiwhai (painted designs on wood and on the walls of rock shelters). It is

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of primary importance to Ngāti Rangiwewehi that these taonga retain integrity in their creation and are properly cared for according to tikanga.

- 13.8 As these works will represent and reflect the specific cultural traditions and representations of Ngāti Rangiwewehi and these occupations involve appropriate ritual and rules, the choice of the artist or *tohunga whakairo* (carver) is important to the Ngāti Rangiwewehi. Where the Department wishes to commission a work of traditional art which relates to Ngāti Rangiwewehi, the Department will seek the prior approval of Ngāti Rangiwewehi to the artist or *tohunga whakairo*.
- 13.9 Where members of Ngāti Rangiwewehi have provided a traditional art work for Department facilities or a work is commissioned in accordance with clause 13.8 the Department will:
- 13.9.1 Maintain a register of such works;
 - 13.9.2 Ensure that these works are properly protected and maintained;
 - 13.9.3 Consult with Ngāti Rangiwewehi if it wishes to change the work's location; and
 - 13.9.4 Restore the work to Ngāti Rangiwewehi to be its *kaitiaki* if the Department no longer requires it.

14 SPECIES AND HABITAT PROTECTION

- 14.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Rohe.
- 14.2 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.
- 14.3 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 Rangiwewehi 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.
- 14.4 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.
- 14.5 It is envisaged that the Department and Ngāti Rangiwewehi 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 Rangiwewehi is the adjoining landowner. Through the annual business planning process, the parties will create actions to progress these objectives.

15 FRESHWATER FISHERIES

- 15.1 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

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that are located on Conservation Land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.

- 15.2 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.

16 MARINE MAMMALS

- 16.1 Ngāti Rangiwewehi has a Kaitiaki responsibility in relation to the preservation, protection and disposal of marine mammals within the Rohe to ensure cultural protocols are observed in the interaction with and handling of these mammals.

- 16.2 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 responsibilities 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.

- 16.3 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make reasonable efforts to inform Ngāti Rangiwewehi before any decision to euthanise.

- 16.4 Both the Department and Ngāti Rangiwewehi acknowledge the scientific importance of information gathered at strandings. The Department will consult the Governance Entity on:

16.4.1 The nature of the scientific samples required;

16.4.2 Whether Ngāti Rangiwewehi want to take responsibility for burial of the marine mammal; and

16.4.3 The availability of teeth, bone and/or baleen to Ngāti Rangiwewehi for cultural purposes.

- 16.5 If Ngāti Rangiwewehi does not wish to recover the teeth bone and/or baleen or otherwise participate, the Governance Entity will notify the Department whereupon the Department will take responsibility for disposing of the remains.

- 16.6 Subject to the prior agreement of the Department, where disposal of a dead marine mammal is carried out by Ngāti Rangiwewehi, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.

- 16.7 The Department and the Governance Entity will notify each other of contact person(s) who will be available at short notice on a marine mammal stranding. The Governance Entity will authorise their contact person(s) to make decisions on the desire of Ngāti Rangiwewehi to be involved.

- 16.8 The Governance Entity and the Department will:

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- 16.8.1 Promptly notify each other, through the contact person/s, of all stranding events that come to their notice; and
- 16.8.2 Identify in advance, where practical, burial sites and sites which may not be used for disposing of a dead marine mammal due to health and safety requirements or the possible violation of Ngāti Rangiwewehi tikanga.

17 PLACE NAMES

- 17.1 The Department will consult on:
 - 17.1.1 Whether to support an application by third parties to change the name of a Crown Protected Area in the Conservation Land; and
 - 17.1.2 Any proposals by the Department or Ngāti Rangiwewehi to name or rename Conservation Land, including reinstatement of traditional place names.

18 CROSS-ORGANISATIONAL OPPORTUNITIES

- 18.1 As part of the annual business planning process, the parties will discuss:
 - 18.1.1 Opportunities and processes to share scientific and cultural resources and information, including data and research material;
 - 18.1.2 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;
 - 18.1.3 Opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including cadetships; and
 - 18.1.4 Staff changes and key contacts in each organisation.
- 18.2 Where appropriate, the Department will consider using Ngāti Rangiwewehi individuals or entities as providers of professional services.

19 RESOURCE MANAGEMENT ACT 1991

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

20 STATUTORY LAND MANAGEMENT

- 20.1 Ngāti Rangiwewehi has an ongoing interest in the range of statutory land management activities that are occurring within the Rohe. Those activities include:
 - 20.1.1 Establishing a new, or reclassifying any existing Conservation Land;
 - 20.1.2 Vestings or management appointments under the Reserves Act 1977;

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20.1.3 Establishing a marine protected area under the Department's jurisdiction (e.g. marine reserves and marine mammal sanctuaries);

20.1.4 Other management arrangements with third parties; and

20.1.5 Disposing of Conservation Land.

20.2 The Department will consult with Ngāti Rangiwewehi at an early stage and prior to any public consultation process, proposals relating to statutory land management activities within the categories identified.

20.3 The Department and the Governance Entity may discuss whether Ngāti Rangiwewehi wishes to be granted a vesting or an appointment to control and manage a reserve under the Reserves Act for a site of significance.

21 CONSULTATION

21.1 Where consultation is required under this Protocol, the Department will:

21.1.1 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;

21.1.2 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;

21.1.3 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

21.1.4 Report back to the Governance Entity on any decision that is made.

22 REVIEW

22.1 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.

22.2 This Protocol will only be varied by agreement in writing of the Governance Entity and the Department.

23 DEFINITIONS

23.1 In this document:

Conservation Land means the land managed by the Department under the Conservation Legislation;

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

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

Crown Protected Area has the meaning given to it under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;

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 Rangiwewehi has the meaning set out in the Deed of Settlement;

Rohe is the area outlined in Attachment B;

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

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

ISSUED on []

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

WITNESS:

Name: _____

Occupation: _____

Address: _____

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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 in accordance with section 109.

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 112.

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; or

(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, whanau or representatives of tangata whenua section 110; or

3.1.2 restrict the responsibilities of the Minister or the Department or the legal rights of Ngāti Rangiwewehi section 110; 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; or

(b) flora or fauna managed or administered under the Conservation Legislation section 112; or

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

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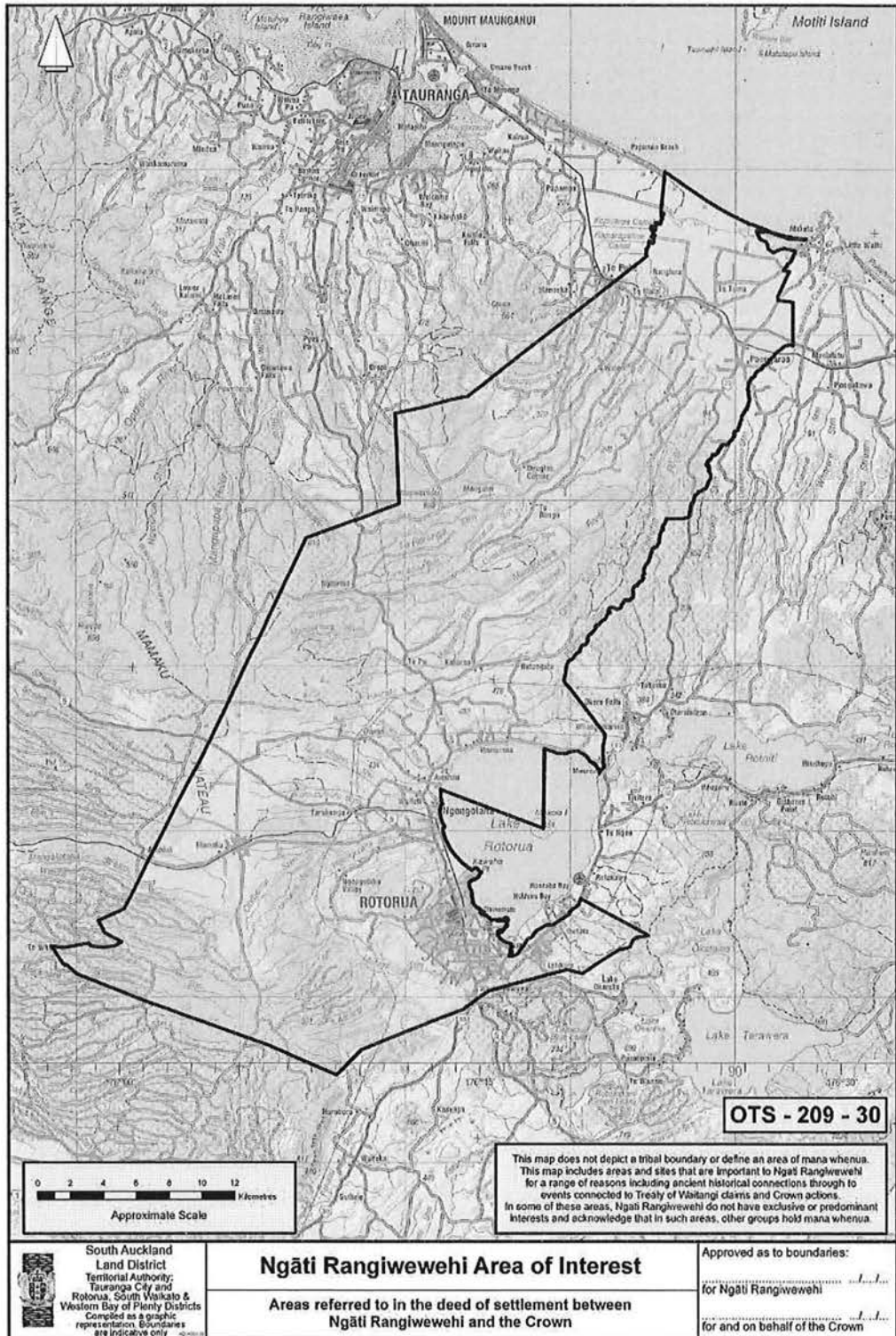
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4. Breach

- 4.1 This Protocol is a public law instrument. While a breach of it by the Department may enable Ngāti Rangiwewehi to obtain a public law remedy including judicial review, a breach does not entitle Ngāti Rangiwewehi to damages or monetary penalties (other than legal costs which may be awarded by a Court).
- 4.2 Clause 4.1 does not apply to a contract or concession entered into between the Department and Ngāti Rangiwewehi.
- 4.3 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.9).

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ATTACHMENT B
MAP OUTLINING THE ROHE



5 LETTERS OF INTRODUCTION

Letter of Introduction to Transpower New Zealand Limited

Patrick Strange
Chief Executive Officer
Transpower NZ Ltd
PO Box 1021
WELLINGTON 6140

Tēnā koe Mr Strange

I am writing to advise you of the impending Treaty Settlement with Ngāti Rangiwewehi and to encourage Transpower NZ Ltd to meet with Te Tahuhu o Tawakeheimoa Trust (the Ngāti Rangiwewehi post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that Transpower NZ Ltd and Ngāti Rangiwewehi 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 Rangiwewehi

Ngāti Rangiwewehi are an iwi whose traditional interests span the area from the southern and western shores of Lake Rotorua to the Bay of Plenty. I have attached a map to this letter which sets out the Ngāti Rangiwewehi area of interest. Ngāti Rangiwewehi currently has over 3,700 members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (**the deed**) with Ngāti Rangiwewehi for the comprehensive settlement of their historical claims under the Treaty of Waitangi. 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.

The Treaty settlement includes the return of Crown owned properties of cultural significance to Ngāti Rangiwewehi including: Hamurana Springs (formerly Hamurana Springs Recreational Reserve), Ngā Tini Roimata a Rangiwewehi Scenic Reserve, Te Riu o Ngata Scenic Reserve (formerly Penny Road Scenic Reserve) and Te Riu o Kereru (part of Taumata Scenic Reserve). In addition, the settlement includes statutory acknowledgements and a deed of recognition over a number of sites of significance to the iwi as well as protocols with a number of Crown agencies.

The settlement also provides for Ngāti Rangiwewehi to purchase a number of forests on the settlement date and to purchase a property on Te Waerenga Road in the future.

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Post-Settlement governance

Ngāti Rangiwewehi has established Te Tahuhu o Tawakeheimoa Trust as their post settlement governance entity. Te Tahuhu o Tawakeheimoa Trust has been ratified by the Ngāti Rangiwewehi community and approved by the Crown as an accountable, representative and transparent entity to receive and manage the settlement assets.

Relationships

During the course of negotiations, the Ngāti Rangiwewehi negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiwewehi area of interest, including Transpower. I have therefore agreed to write this letter introducing Ngāti Rangiwewehi to you.

There appears to be a number of opportunities for Transpower to recognise and partner with Te Tahuhu o Tawakeheimoa Trust including possible relationship agreements that will enable Transpower and Ngāti Rangiwewehi to develop an effective and durable relationship.

In particular Te Tahuhu o Tawakeheimoa Trust have indicated they would like to meet with you to present their future development aspirations in the Hamurana / Awahou area and establish a formal consultation process, to enable Iwi participation in future projects to be undertaken by Transpower in the Rotorua area.

As part of a future relationship with Transpower, Ngāti Rangiwewehi also seek to be appraised of any initiatives – social, economic or otherwise – that will be seen to benefit the Ngāti Rangiwewehi people or those within the wider Te Arawa region. In turn, I anticipate the capacity achieved by Ngāti Rangiwewehi through their settlement will see them well placed to assist Transpower in achieving its objectives in terms of the wider Rotorua area.

I sincerely urge Transpower and Te Tahuhu o Tawakeheimoa 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 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, NZ Transport Agency (**NZTA**), of the impending Treaty Settlement with Ngāti Rangiwewehi and to encourage NZTA to meet with Te Tahuhu o Tawakeheimoa Trust (the Ngāti Rangiwewehi post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that NZTA and Ngāti Rangiwewehi 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 Rangiwewehi

Ngāti Rangiwewehi are an iwi whose traditional interests span the area from the southern and western shores of Lake Rotorua to the Bay of Plenty. I have attached a map to this letter which sets out the Ngāti Rangiwewehi area of interest. Ngāti Rangiwewehi currently has over 3,700 members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (**the deed**) with Ngāti Rangiwewehi for the comprehensive settlement of their historical claims under the Treaty of Waitangi. 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.

The Treaty settlement includes the return of Crown owned properties of cultural significance to Ngāti Rangiwewehi including: Hamurana Springs (formerly Hamurana Springs Recreational Reserve), Ngā Tini Roimata a Rangiwewehi Scenic Reserve, Te Riu o Ngata Scenic Reserve (formerly Penny Road Scenic Reserve) and Te Riu o Kereru (part of Taumata Scenic Reserve). In addition, the settlement includes statutory acknowledgements and a deed of recognition over a number of sites of significance to the iwi as well as protocols with a number of Crown agencies.

The settlement also provides for Ngāti Rangiwewehi to purchase a number of forests on the settlement date and to purchase a property on Te Waerenga Road in the future.

Post-Settlement governance

Ngāti Rangiwewehi has established Te Tahuhu o Tawakeheimoa Trust as their post settlement governance entity. Te Tahuhu o Tawakeheimoa Trust has been ratified by the Ngāti Rangiwewehi community and approved by the Crown as an accountable, representative and transparent entity to receive and manage the settlement assets.

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Relationships

During the course of negotiations, the Ngāti Rangiwewehi negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiwewehi area of interest, including NZTA. I have therefore agreed to write this letter introducing Ngāti Rangiwewehi to you.

There appears to be a number of opportunities for NZTA to recognise and partner with Te Tahuhu o Tawakeheimoa Trust including possible relationship agreements that will enable NZTA and Ngāti Rangiwewehi to develop an effective and durable relationship.

Te Tahuhu o Tawakeheimoa Trust have indicated they would like to meet with you to discuss the care and protection of the Pou that are positioned on Pye's Pah Road at the Ohaupara River (bridge) and to provide you with information setting out Ngāti Rangiwewehi associations with the Pye's Pah Road.

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

I sincerely urge NZTA and Te Tahuhu o Tawakeheimoa 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 KiwiRail

Jim Quinn
Chief Executive
KiwiRail
PO Box 593
WELLINGTON 6140

Tēnā koe Jim

I am writing to advise you as Chief Executive, KiwiRail of the impending Treaty settlement with Ngāti Rangiwewehi and to encourage KiwiRail to meet with Te Tahuhu o Tawakeheimoa Trust (the Ngāti Rangiwewehi post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that KiwiRail and Ngāti Rangiwewehi 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 Rangiwewehi

Ngāti Rangiwewehi are an iwi whose traditional interests span the area from the southern and western shores of Lake Rotorua to the Bay of Plenty. I have attached a map to this letter which sets out the Ngāti Rangiwewehi area of interest. Ngāti Rangiwewehi currently has over 3,700 members.

Settlement of historical claims

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The settlement also provides for Ngāti Rangiwewehi to purchase a number of forests on the settlement date and to purchase a property on Te Waerenga Road in the future.

Post-Settlement governance

Ngāti Rangiwewehi has established Te Tahuhu o Tawakeheimoa Trust as their post settlement governance entity. Te Tahuhu o Tawakeheimoa Trust has been ratified by the Ngāti Rangiwewehi community and approved by the Crown as an accountable, representative and transparent entity to receive and manage the settlement assets.

Relationships

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During the course of negotiations, the Ngāti Rangiwewehi negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiwewehi area of interest, including KiwiRail. I have therefore agreed to write this letter introducing Ngāti Rangiwewehi to you.

In particular Te Tahuhu o Tawakeheimoa Trust have indicated they would like to meet with you to discuss any land leased by KiwiRail Network that is located in their 'area of interest' and to undertake a role in any future rail-based activity in their rohe.

I sincerely urge you to meet and Te Tahuhu o Tawakeheimoa Trust to discuss possible common interests between your organisations and to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

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5: LETTERS OF INTRODUCTION

Letter of Introduction to Civil Aviation Authority of New Zealand

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, Civil Aviation, Civil Aviation Authority of New Zealand (CAA) of the impending Treaty Settlement with Ngāti Rangiwewehi and to encourage the CAA to meet with Te Tahuhu o Tawakeheimoa Trust (the Ngāti Rangiwewehi post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that the CAA and Ngāti Rangiwewehi 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 Rangiwewehi

Ngāti Rangiwewehi are an iwi whose traditional interests span the area from the southern and western shores of Lake Rotorua to the Bay of Plenty. I have attached a map to this letter which sets out the Ngāti Rangiwewehi area of interest. Ngāti Rangiwewehi currently has over 3,700 members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (**the deed**) with Ngāti Rangiwewehi for the comprehensive settlement of their historical claims under the Treaty of Waitangi. 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.

The Treaty settlement includes the return of Crown owned properties of cultural significance to Ngāti Rangiwewehi including: Hamurana Springs (formerly Hamurana Springs Recreational Reserve), Ngā Tini Roimata a Rangiwewehi Scenic Reserve, Te Riu o Ngata Scenic Reserve (formerly Penny Road Scenic Reserve) and Te Riu o Kereru (part of Taumata Scenic Reserve). In addition, the settlement includes statutory acknowledgements and a deed of recognition over a number of sites of significance to the iwi as well as protocols with a number of Crown agencies.

The settlement also provides for Ngāti Rangiwewehi to purchase a number of forests on the settlement date and to purchase a property on Te Waerenga Road in the future.

Post-Settlement governance

Ngāti Rangiwewehi has established Te Tahuhu o Tawakeheimoa Trust as their post settlement governance entity. Te Tahuhu o Tawakeheimoa Trust has been ratified by the Ngāti Rangiwewehi community and approved by the Crown as an accountable, representative and transparent entity to receive and manage the settlement assets.

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Relationships

During the course of negotiations, the Ngāti Rangiwewehi negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiwewehi area of interest, including the CAA. I have therefore agreed to write this letter introducing Ngāti Rangiwewehi to you.

There appears to be a number of opportunities for the CAA to recognise and partner with Te Tahuhu o Tawakeheimoa Trust including possible relationship agreements that will enable CAA and Ngāti Rangiwewehi to develop an effective and durable relationship.

In particular Te Tahuhu o Tawakeheimoa Trust have indicated they would like to meet with you to discuss the following:

- their future development aspirations for the Hamurana and / Awahou area ('Awahou');
- a formal consultation process for future projects to be undertaken by CAA in the Rotorua area; and
- current and future lines in regard to noise and no-fly-corridors which may impact on the Hamurana and Awahou areas.

As part of a future relationship with the CAA, Ngāti Rangiwewehi also seek to be appraised of any initiatives – social, economic or otherwise – that will be seen to benefit the Ngāti Rangiwewehi people or those within the wider Te Arawa region. In turn, I anticipate the capacity achieved by Ngāti Rangiwewehi through their settlement will see them well placed to assist CAA in achieving its objectives in terms of Rotorua airport.

I sincerely urge the CAA and Te Tahuhu o Tawakeheimoa 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

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Letter of Introduction to Fish and Game NZ

Rob Pitkethley
Regional Manager
Fish and Game NZ
Private Bag 3010
ROTORUA 3046

Tēnā koe Mr Pitkethley

I am writing to advise you as Manager, Fish and Game NZ of the impending Treaty Settlement with Ngāti Rangiwewehi and to encourage the Fish and Game NZ to meet with Te Tahuhu o Tawakeheimoa Trust to discuss matters of common interest.

In doing so I am hopeful that the Fish and Game NZ and Ngāti Rangiwewehi will continue to work together on matters of common interest and form an effective relationship based on mutual trust, respect and co-operation.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (**the deed**) with Ngāti Rangiwewehi for the comprehensive settlement of their historical claims under the Treaty of Waitangi. 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.

The Treaty settlement includes the return of Crown owned properties of cultural significance to Ngāti Rangiwewehi including: Hamurana Springs (formerly Hamurana Springs Recreational Reserve), Ngā Tini Roimata a Rangiwewehi Scenic Reserve, Te Riu o Ngata Scenic Reserve (formerly Penny Road Scenic Reserve) and Te Riu o Kereru (part of Taumata Scenic Reserve). In addition, the settlement includes statutory acknowledgements and a deed of recognition over a number of sites of significance to the iwi as well as protocols with a number of Crown agencies.

The settlement also provides for Ngāti Rangiwewehi to purchase a number of forests on the settlement date and to purchase a property on Te Waerenga Road in the future.

Post-Settlement governance

Ngāti Rangiwewehi has established Te Tahuhu o Tawakeheimoa Trust as their post settlement governance entity. Te Tahuhu o Tawakeheimoa Trust has been ratified by the Ngāti Rangiwewehi community and approved by the Crown as an accountable, representative and transparent entity to receive and manage the settlement assets.

Relationships

During the course of negotiations, the Ngāti Rangiwewehi negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiwewehi area of interest, including Fish and Game NZ.

There appears to be a number of opportunities for the Fish and Game NZ to recognise and partner with Te Tahuhu o Tawakeheimoa Trust including possible relationship agreements

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that will enable Te Tahuhu o Tawakeheimoa Trust and Ngāti Rangiwewehi to develop an effective and durable relationship.

In particular Te Tahuhu o Tawakeheimoa Trust have indicated they would like to meet with you to discuss their future development aspirations for the Hamurana and / Awahou area ('Awahou'). They have also expressed interest in:

- discussing the Fish & Game section (Mangorewa Kaharoa 6E3 no 2 Papakainga No 5B2) located within the Awahou Village that is, at Gloucester Road, Awahou, Ngongotaha, Rotorua; and
- exploring a role in providing associated services for anglers who fish from the mouth of the Awahou stream, one of the 'world famous' trout fishing spots located in Rotorua.

As part of a future relationship with Fish and Game NZ, Ngāti Rangiwewehi also seek to be appraised of any initiatives – social, economic or otherwise – that will be seen to benefit the Ngāti Rangiwewehi people or those within the wider Te Arawa region. In turn, I anticipate the capacity achieved by Ngāti Rangiwewehi through their settlement will see them well placed to assist Fish and Game NZ in achieving its objectives in terms of recreational fishing in the waterways of the Rotorua area.

I sincerely urge Fish and Game NZ and Te Tahuhu o Tawakeheimoa 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

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Letter of Introduction to Bay of Plenty Regional Council

John Cronin
Chairman
Bay of Plenty Regional Council
PO Box 364
WHAKATANE 3158

Tēnā koe John

I am writing to advise you as Chairman of Bay of Plenty Regional Council (**BoPRC**) of the impending Treaty Settlement with Ngāti Rangiwewehi and to encourage BoPRC to meet with Te Tahuhu o Tawakeheimoa Trust (the Ngāti Rangiwewehi post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that BoPRC and Ngāti Rangiwewehi will continue to develop 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 Rangiwewehi

Ngāti Rangiwewehi are an iwi whose traditional interests span the area from the southern and western shores of Lake Rotorua to the Bay of Plenty. I have attached a map to this letter which sets out the Ngāti Rangiwewehi area of interest. Ngāti Rangiwewehi currently has over 3,700 members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (**the deed**) with Ngāti Rangiwewehi for the comprehensive settlement of their historical claims under the Treaty of Waitangi. 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.

The Treaty settlement includes the return of Crown owned properties of cultural significance to Ngāti Rangiwewehi including: Hamurana Springs (formerly Hamurana Springs Recreational Reserve), Ngā Tini Roimata a Rangiwewehi Scenic Reserve, Te Riu o Ngata Scenic Reserve (formerly Penny Road Scenic Reserve) and Te Riu o Kereru (part of Taumata Scenic Reserve). In addition, the settlement includes statutory acknowledgements and a deed of recognition over a number of sites of significance to the iwi as well as protocols with a number of Crown agencies.

The settlement also provides for Ngāti Rangiwewehi to purchase a number of forests on the settlement date and to purchase a property on Te Waerenga Road in the future.

Post-Settlement governance

Ngāti Rangiwewehi has established Te Tahuhu o Tawakeheimoa Trust as their post settlement governance entity. Te Tahuhu o Tawakeheimoa Trust has been ratified by the Ngāti Rangiwewehi community and approved by the Crown as an accountable, representative and transparent entity to receive and manage the settlement assets.

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Relationships

During the course of negotiations, the Ngāti Rangiwewehi negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiwewehi area of interest, including BoPRC. I have therefore agreed to write this letter introducing Ngāti Rangiwewehi to you.

There appears to be a number of opportunities for BoPRC to recognise and partner with Te Tahuhu o Tawakeheimoa Trust including possible relationship agreements that will enable BoPRC and Ngāti Rangiwewehi to further develop an effective and durable relationship.

In particular Te Tahuhu o Tawakeheimoa Trust have indicated they would like to meet with you to determine the future development aspirations of Ngāti Rangiwewehi for the Hamurana and / Awahou area ('Awahou'), and the wider rohe of Ngāti Rangiwewehi. They would also like to discuss with you the possibility of developing a memorandum of understanding with BoPRC.

As part of a future relationship with BoPRC Ngāti Rangiwewehi also seek to be appraised of any initiatives – social, economic or otherwise – that will be seen to benefit the Ngāti Rangiwewehi people or those within the wider Te Arawa region. In turn, I anticipate the capacity achieved by Ngāti Rangiwewehi through their settlement will see them well placed to assist BoPRC in achieving its objectives in terms of the wider Rotorua area.

I sincerely urge you and Te Tahuhu o Tawakeheimoa 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

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Letter of Introduction to Tauranga City Council

His Worship Stuart Crosby
Mayor Tauranga City Council
Private Bag 12022
TAURANGA

Tēnā koe Stuart

I am writing to advise you as Mayor of Tauranga City Council of the impending Treaty settlement with Ngāti Rangiwewehi and to encourage your Council to meet with Te Tahuhu o Tawakeheimoa Trust (the Ngāti Rangiwewehi post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that Tauranga City Council and Ngāti Rangiwewehi 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 Rangiwewehi

Ngāti Rangiwewehi are an iwi whose traditional interests span the area from the southern and western shores of Lake Rotorua to the Bay of Plenty. I have attached a map to this letter which sets out the Ngāti Rangiwewehi area of interest. Ngāti Rangiwewehi currently has over 3,700 members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (**the deed**) with Ngāti Rangiwewehi for the comprehensive settlement of their historical claims under the Treaty of Waitangi. 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.

The Treaty settlement includes the return of Crown owned properties of cultural significance to Ngāti Rangiwewehi including: Hamurana Springs (formerly Hamurana Springs Recreational Reserve), Ngā Tini Roimata a Rangiwewehi Scenic Reserve, Te Riu o Ngata Scenic Reserve (formerly Penny Road Scenic Reserve) and Te Riu o Kereru (part of Taumata Scenic Reserve). In addition, the settlement includes statutory acknowledgements and a deed of recognition over a number of sites of significance to the iwi as well as protocols with a number of Crown agencies.

The settlement also provides for Ngāti Rangiwewehi to purchase a number of forests on the settlement date and to purchase a property on Te Waerenga Road in the future.

Post-Settlement governance

Ngāti Rangiwewehi has established Te Tahuhu o Tawakeheimoa Trust as their post settlement governance entity. Te Tahuhu o Tawakeheimoa Trust has been ratified by the Ngāti Rangiwewehi community and approved by the Crown as an accountable, representative and transparent entity to receive and manage the settlement assets.

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Relationships

During the course of negotiations, the Ngāti Rangiwewehi negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiwewehi area of interest, including Tauranga City Council. I have therefore agreed to write this letter introducing Ngāti Rangiwewehi to you.

There appears to be a number of opportunities for Tauranga City Council to recognise and partner with Te Tahuhu o Tawakeheimoa Trust including possible relationship agreements that will enable Tauranga City Council and Ngāti Rangiwewehi to develop an effective and durable relationship.

In particular Te Tahuhu o Tawakeheimoa Trust have indicated they would like to meet with you to determine the future development aspirations of Ngāti Rangiwewehi for the wider rohe of Ngāti Rangiwewehi, as it overlaps the Tauranga City Council area. They would also like to discuss the possibility of a memorandum of understanding between Te Tahuhu o Tawakeheimoa Trust and Tauranga City Council.

Ngāti Rangiwewehi also seek to be appraised of any initiatives – social, economic or otherwise – that will be seen to benefit the Ngāti Rangiwewehi people or those within the wider Te Arawa region. In turn, I anticipate the capacity achieved by Ngāti Rangiwewehi through their settlement will see them well placed to assist Tauranga City Council in achieving its objectives in terms of the wider Bay of Plenty area.

I sincerely urge you and Te Tahuhu o Tawakeheimoa 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 Western Bay of Plenty District Council

His Worship Ross Paterson
Mayor of Western Bay of Plenty District Council
PO Box 1021
WELLINGTON 6140

Tēnā koe Ross

I am writing to advise you as Mayor of Western Bay of Plenty District Council (**WBOPDC**) of the impending Treaty of Waitangi settlement with Ngāti Rangiwewehi and to encourage WBOPDC to meet with Te Tahuhu o Tawakeheimoa Trust (the Ngāti Rangiwewehi post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that WBOPDC and Ngāti Rangiwewehi 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 Rangiwewehi

Ngāti Rangiwewehi are an iwi whose traditional interests span the area from the southern and western shores of Lake Rotorua to the Bay of Plenty. I have attached a map to this letter which sets out the Ngāti Rangiwewehi area of interest. Ngāti Rangiwewehi currently has over 3,700 members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (**the deed**) with Ngāti Rangiwewehi for the comprehensive settlement of their historical claims under the Treaty of Waitangi. 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.

The Treaty settlement includes the return of Crown owned properties of cultural significance to Ngāti Rangiwewehi including: Hamurana Springs (formerly Hamurana Springs Recreational Reserve), Ngā Tini Roimata a Rangiwewehi Scenic Reserve, Te Riu o Ngata Scenic Reserve (formerly Penny Road Scenic Reserve) and Te Riu o Kereru (part of Taumata Scenic Reserve). In addition, the settlement includes statutory acknowledgements and a deed of recognition over a number of sites of significance to the iwi as well as protocols with a number of Crown agencies.

The settlement also provides for Ngāti Rangiwewehi to purchase a number of forests on the settlement date and to purchase a property on Te Waerenga Road in the future.

Post-Settlement governance

Ngāti Rangiwewehi has established Te Tahuhu o Tawakeheimoa Trust as their post settlement governance entity. Te Tahuhu o Tawakeheimoa Trust has been ratified by the Ngāti Rangiwewehi community and approved by the Crown as an accountable, representative and transparent entity to receive and manage the settlement assets.

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5: LETTERS OF INTRODUCTION

Relationships

During the course of negotiations, the Ngāti Rangiwewehi negotiators sought the opportunity to develop an ongoing relationship with a number of organisations who operate within the Ngāti Rangiwewehi area of interest, including WBOPDC. I have therefore agreed to write this letter introducing Ngāti Rangiwewehi to you.

There appears to be a number of opportunities for WBOPDC to recognise and partner with Te Tahuhu o Tawakeheimoa Trust including possible relationship agreements that will enable your WBOPDC and Ngāti Rangiwewehi to develop an effective and durable relationship.

In particular Te Tahuhu o Tawakeheimoa Trust have indicated they would like to meet with you to discuss the future development aspirations of Ngāti Rangiwewehi for their wider rohe which overlaps the WBOPDC area. Te Tahuhu o Tawakeheimoa Trust also wish to discuss a possible memorandum of understanding between Te Tahuhu o Tawakeheimoa Trust and WBOPDC. Given their interests in the Taumata area and the return to them of land at Te Riu o Kereru (part of Taumata Scenic Reserve), WBOPDC and Te Tahuhu o Tawakeheimoa Trust may share many aspirations for the development and protection of this area.

As part of a future relationship with WBOPDC Ngāti Rangiwewehi also seek to be appraised of any initiatives – social, economic or otherwise – that will be seen to benefit the Ngāti Rangiwewehi people or those within the wider Te Arawa region. In turn, I anticipate the capacity achieved by Ngāti Rangiwewehi through their settlement will see them well placed to assist WBOPDC in achieving its objectives in terms of the wider Rotorua area.

I sincerely urge you and Te Tahuhu o Tawakeheimoa Trust 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 Chorus

Alan Bradshaw
Property & Infrastructure Manager
Chorus
PO Box 632
WELLINGTON

Tēnā koe Mr Bradshaw

I am writing to advise you as Property & Infrastructure Manager of Chorus of the impending Treaty Settlement with Ngāti Rangiwewehi and to encourage Chorus to meet with Te Tahuhu o Tawakeheimoa Trust (the Ngāti Rangiwewehi post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that Chorus and Ngāti Rangiwewehi 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 Rangiwewehi

Ngāti Rangiwewehi are an iwi whose traditional interests span the area from the southern and western shores of Lake Rotorua to the Bay of Plenty. I have attached a map to this letter which sets out the Ngāti Rangiwewehi area of interest. Ngāti Rangiwewehi currently has over 3,700 members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (**the deed**) with Ngāti Rangiwewehi for the comprehensive settlement of their historical claims under the Treaty of Waitangi. 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.

The Treaty settlement includes the return of Crown owned properties of cultural significance to Ngāti Rangiwewehi including: Hamurana Springs (formerly Hamurana Springs Recreational Reserve), Ngā Tini Roimata a Rangiwewehi Scenic Reserve, Te Riu o Ngata Scenic Reserve (formerly Penny Road Scenic Reserve) and Te Riu o Kereru (part of Taumata Scenic Reserve). In addition, the settlement includes statutory acknowledgements and a deed of recognition over a number of sites of significance to the iwi as well as protocols with a number of Crown agencies.

The settlement also provides for Ngāti Rangiwewehi to purchase a number of forests on the settlement date and to purchase a property on Te Waerenga Road in the future.

Post-Settlement governance

Ngāti Rangiwewehi has established Te Tahuhu o Tawakeheimoa Trust as their post settlement governance entity. Te Tahuhu o Tawakeheimoa Trust has been ratified by the Ngāti Rangiwewehi community and approved by the Crown as an accountable, representative and transparent entity to receive and manage the settlement assets.

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5: LETTERS OF INTRODUCTION

Relationships

During the course of negotiations, the Ngāti Rangiwewehi negotiators sought the opportunity to develop an ongoing relationship with companies within the Ngāti Rangiwewehi area of interest including Chorus.

In particular Ngāti Rangiwewehi would like to discuss with you a property that was acquired under the Public Works Act 1928, part of which was subsequently used to establish the Kaharoa Telephone Exchange on Central Road, Ngongotaha, Rotorua. Ngāti Rangiwewehi owns the property behind the Kaharoa Telephone Exchange and would like to discuss with you their aspirations for this property and the area.

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

I sincerely urge Chorus and Te Tahuhu o Tawakeheimoa 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

6 ENCUMBRANCES

6.1 TE RIU O NGATA CONSERVATION COVENANT

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6.1 TE RIU O NGATA CONSERVATION COVENANT

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

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute; and
- 1.2.2 references to clauses are references to clauses in this Covenant;
- 1.2.3 references to parties are references to the Owner and the Minister;
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background;

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6.1 TE RIU O NGATA CONSERVATION COVENANT

- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.7 words importing one gender include the other gender;
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity; and
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

- 2.1.1 for Conservation Purposes;
- 2.1.2 so as to preserve the Reserve Values; and
- 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVE

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

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of exotic tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

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6.1 TE RIU O NGATA CONSERVATION COVENANT

- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Conservation Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land; and
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

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6.1 TE RIU O NGATA CONSERVATION COVENANT

- 4.1 The Owner must, subject to this Covenant, permit the public to enter the land for non commercial purposes.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant; and

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

- 5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

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

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

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6.1 TE RIU O NGATA CONSERVATION COVENANT

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Titles

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

10.4 Acceptance of Covenant

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

10.5 Fire

10.5.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land.

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

10.5.2.1 requested to do so; or

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

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

11 DEFAULT

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

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

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

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

11.2.1 advise the defaulting party of the default;

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

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

12 DISPUTE RESOLUTION PROCESSES

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

12.2 Mediation

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

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 Failure of Mediation

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

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

DOCUMENTS

6.1 TE RIU O NGATA CONSERVATION COVENANT

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

13 NOTICES

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

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

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

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

14 SPECIAL CONDITIONS

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

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

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

DOCUMENTS

6.1 TE RIU O NGATA CONSERVATION COVENANT

Address : _____

Occupation: _____

DOCUMENTS

6.1 TE RIU O NGATA CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

18.4132 hectares, more or less, being sections 8 and 9, Block V Rotoiti Survey District. All Gazette Notice S498947.

Conservation Values to be protected:

Public access - The local community are active in conservation and value the ecological values in the site described above.

Reserve Values to be protected

Biodiversity values - Mature Tawa dominated canopy forest that also provides a habitat for native forest birds and is representative tawa dominated forest that is typical of the Kaharoa district.

DOCUMENTS

6.1 TE RIU O NGATA CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

The Conservator
Department of Conservation
99 Sala Street
Rotorua 3010

P.O. Box 1146
Rotorua 3040

Telephone: 07 349 7400
Facsimile: 07 349 7401

DOCUMENTS

6.1 TE RIU O NGATA CONSERVATION COVENANT

SCHEDULE 3

Special Conditions

Notwithstanding clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Māori, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing any historic and archaeological sites on the Land.

Clause 3.1.5 as it relates to the sowing of seeds shall not apply to the seeds of indigenous plants.

Despite clause 3.1.6 the owners may cultivate native plants, shrubs and trees.

The public access granted under clause 4.1 will be by foot only.

GRANT of
Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 27 of the
Conservation Act 1987 and
section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

6.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

DOCUMENTS

6.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

Tapuika Iwi Authority Trust, Te Kapu o Waitaha, Te Tahuhu o Tawakeheimoa Trust and [Tauranga groups] need to insert correct name of the PSGEs

Grantee

Surname must be underlined

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

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

Dated this

day of

20

ATTESTATION:

Note all 4 PSGEs are to sign

Signature of Grantor

Signed in my presence by the Grantor:

Signature of Witness

Witness Name:

Occupation:

Address:

DOCUMENTS

6.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

<p>Signed on behalf of Her Majesty the Queen by</p> <p>Acting under a delegation from the Director General of Conservation dated _____</p> <p>_____ Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____ Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

DOCUMENTS

6.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page 1 of 5 pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	As marked A and B on OTS-209-84 <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i> The Easement Area	Part Section 3 Block XVI Otanewainuku SD, SO 31832, Part Section 4 Block XVI Otanewainuku SD, SO 14557, Part Te Puke Block ML 3930 and Pt Waitaha No. 1 Block ML 4631/A <i>[need to add in CT reference following the survey]</i> The Grantor's Land	In gross

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

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

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page 2 of 5 pages
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RIGHTS AND POWERS**1 Rights of way**

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

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

DOCUMENTS

6.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page 3 of 5 pages
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1.7 The public may not use any vehicle, including motorcycles or bicycles or any means of locomotion, mechanical electrical or otherwise on the Easement Area without the consent of the Grantor.

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

2 General rights

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

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

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

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

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

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

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

4 Rights of entry

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

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

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

DOCUMENTS

6.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page 4 of 5 pages
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4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

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

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

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

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

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

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

5 Default

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

(a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

(b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—

(i) meet the obligation; and

(ii) for that purpose, enter the Grantor's Land:

(c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

(d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

DOCUMENTS

6.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page 5 of 5 pages
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6 Disputes

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

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

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

DOCUMENTS

6.3 MAMAKU FOREST (NORTH) RIGHT OF WAY EASEMENT)

EASEMENT INSTRUMENT TO GRANT EASEMENT

Pursuant to Section 90 Land Transfer Act 1952

BARCODE

Land Registration District

South Auckland

Grantor

Surname must be underlined

[Trustees of Te Tahuhu o Tawakeheimoa Trust]

Grantee

Surname must be underlined

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grant of Easement

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

Dated this day of 2013

Attestation

<p>[Trustees of Te Tahuhu o Tawakeheimoa Trust]</p>	<p>Signed in my presence by the Grantor</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed):-</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common seal] of Grantor</p>	
<p>Jan Johannes Hania Acting Conservator for the East Coast Bay of Plenty Conservancy acting for The Minister of Conservation under delegated authority pursuant to a written delegation dated 29 October 1997.</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed):-</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common seal] of Grantee</p>	

DOCUMENTS

6.3 MAMAKU FOREST (NORTH) RIGHT OF WAY EASEMENT)

Certified correct for the purposes of the Land Transfer Act 1952

Annexure Schedule 1

Easement Instrument

Dated 2013

Page 1 of 5

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 (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	Marked L and N on DPS 85780	Lot 1 DPS 85780 (Part SA 68A/368)	Lot 3 DPS 85780, Lot 4 DPS 85780 (Part SA 68A/369) and Lot 8 DP 372421 (Part CFR 292965)

Easements rights and powers

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 the fifth Schedule to the Property Law Act 2007.

The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule 2

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

DOCUMENTS

6.3 MAMAKU FOREST (NORTH) RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE 2

EASEMENT DATED

2013

PAGE

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Easement Name for reference

1 DEFINITIONS

In this Easement Instrument, unless the context otherwise requires:

"Grantee" means the registered proprietor of the Grantee's Land and includes the Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee but does not include members of the general public;

"Grantor" means the registered proprietor for the time being of the Grantor's Land;

"Grantee's Land" means the land described as the Dominant Land in Schedule A of this Easement Instrument; and

"Grantor's Land" means the land described as the Servient Land in Schedule A of this Easement Instrument.

2 CONSTRUCTION

In the construction of this Easement Instrument unless the context otherwise requires:

2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Easement Instrument;

2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

3 GRANT OF ACCESS RIGHTS

3.1 The Grantor hereby grants to the Grantee a right of way over those parts of the Grantor's Land shown in Schedule A of this Easement Instrument ("Easement Area") together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.3 MAMAKU FOREST (NORTH) RIGHT OF WAY EASEMENT)

ANNEXURE SCHEDULE 2

EASEMENT DATED

2013

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Easement Name for reference

4 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 3 are granted subject to the following conditions and obligations:

4.1 The Grantee shall when passing or repassing over the Grantor's Land:

- 4.1.1 wherever possible, remain on the roads and tracks constructed on the Easement Area and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 4.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
- 4.1.3 shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 4.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 4.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 4.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;

4.2 Subject to Clauses 4.4 and 4.7, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

4.3 Subject to Clauses 4.4, 4.7 and 5, in the event that the Grantor's roads, tracks and other structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements shall be at the sole cost of the Grantee.

4.4 When carrying out any repairs or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:

- 4.4.1 widen the road; or
- 4.4.2 alter the location of the road; or

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.3 MAMAKU FOREST (NORTH) RIGHT OF WAY EASEMENT)

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

4.4.3 alter the way in which the run-off from the road is disposed of; or

4.4.4 change the nature of the road surface; or

4.4.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed. Whilst the lease referred to in Clause 7 remains in force, the Grantee must also secure the prior written approval of the Lessee, such Lessee's approval is not to be unreasonably withheld or delayed.

4.5 The Grantee shall not exhibit any notice or sign on the Grantor's Land without prior written consent of the Grantor (as to style, content, wording, size and location) provided that such consent not to be unreasonably or arbitrarily withheld.

4.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Grantor's Land.

4.7 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;

4.8 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor;

4.9 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor; and

4.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

5 MAINTENANCE

5.1 Subject to Clauses 5.2 to 5.5, if the Grantee's use of the right of way is sufficient to require a contribution to maintenance costs, then the Grantor may charge the Grantee for maintenance based on actual costs and actual use by the Grantee.

5.2 The Grantor and the Grantee acknowledge that the road established on the Easement Area is part of a single roadway linking State Highway 5 with State Highway 36 (Pyes Pa Road) ("Roadway") and will be used by other persons including the Lessee (defined in Clause 7).

5.3 The Grantor and Grantee shall in good faith seek to discuss and agree between them and all other persons with rights of access over the Roadway a maintenance plan on matters including:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.3 MAMAKU FOREST (NORTH) RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

- 5.3.1 the party or parties responsible for undertaking the maintenance and upgrade works (if required) to the Roadway;
- 5.3.2 the timing and standard of maintenance and upgrade works (as appropriate);
- 5.3.3 the reasonable apportionment of costs of any maintenance and upgrade works between the various users of the Roadway as determined by the frequency and nature of use (which may assume the form of a unit charge or annual payment system together with the establishment of a sinking fund); and
- 5.3.4 any other matter relating to maintenance of the Roadway as the Grantor, Grantee, the Lessee and/or other users of the Roadway considers necessary; and
- 5.3.5 such maintenance plan shall incorporate appropriate processes to review and update the maintenance plan annually.

5.4 The Grantee shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.

5.5 The Grantor shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Easement Instrument.

7 LEASE [CLAUSE TO BE INCLUDED WHERE RELEVANT]

The Grantor and the Grantee record that at the time that the easement is granted there is a lease registered over the Grantor's land in favour of [enter Lessee name] and its permitted successors and assigns as lessee ("Lessee"). This Easement Instrument is entered into subject to, and does not override the terms of the lease.

8 ASSIGNMENT

The Grantee may assign all its rights and obligations under this Easement Instrument and from the date of such assignment shall cease to have any liability whatsoever in respect of this Easement Instrument. The Grantor agrees to release the Grantee from all obligations under this Easement Instrument from the date of such assignment.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.3 MAMAKU FOREST (NORTH) RIGHT OF WAY EASEMENT)

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

9 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

10 NOTICES

10.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

10.1.1 The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

10.1.2 The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

10.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

11 DISPUTES

11.1 If any party hereto has any dispute with any party in connection with the provisions of this Easement Instrument

11.1.1 That party will give full written particulars of the dispute to the other;

11.1.2 The parties will promptly meet together and in good faith try and resolve the dispute.

11.2 If the dispute is not resolved in 14 days of written particulars being given (or any longer period agreed by the parties) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.

12 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in force.

SCHEDULE FOR NOTICES

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

6.4 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

DOCUMENTS

6.4 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

EASEMENT INSTRUMENT TO GRANT EASEMENT

Pursuant to Section 90 Land Transfer Act 1952

Land Registration District

South Auckland

BARCODE

Grantors

Surname must be underlined

[Trustees of Te Tahuhu o Tawakeheimoa Trust]

[Trustees of the Tapuika Iwi Authority Trust]

Grantee

Surname must be underlined

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grant of Easement

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

Dated this day of 2013

Attestation

<p>[Trustees of Te Tahuhu o Tawakeheimoa Trust]</p>	<p>Signed in my presence by the Grantor</p> <p>_____</p> <p>Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p>
<p>Signature [Common seal] of Grantor [Trustees of the Tapuika Iwi Authority Trust]</p>	<p>Occupation</p> <p>Address</p>
<p>Signature [Common seal] of Grantor</p>	
<p>Jan Johannes Hania Acting Conservator for the East Coast Bay of Plenty Conservancy acting for The Minister of Conservation under delegated authority pursuant to a written delegation dated 29 October 1997.</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common Seal] of Grantee</p>	

Certified correct for the purposes of the Land Transfer Act 1952

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DOCUMENTS

6.4 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

Annexure Schedule 1

Easement Instrument Dated 2013 Page 1 of 1

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 (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	Marked A on SO 60854	CFR 532171 Sec 1 SO 60855	Pt Sec 7 Blk XIII Maketu SD

Easements rights and powers

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 the fifth Schedule to the Property Law Act 2007.
The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule 2

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

ANNEXURE SCHEDULE 2

EASEMENT DATED

2013

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Easement Name for reference

1 DEFINITIONS

In this Easement Instrument, unless the context otherwise requires:

"Grantee" means the registered proprietor of the Grantee's Land and includes the Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee but does not include members of the general public;

"Grantor" means the registered proprietor for the time being of the Grantor's Land;

"Grantee's Land" means the land described as the Dominant Land in Schedule A of this Easement Instrument; and

"Grantor's Land" means the land described as the Servient Land in Schedule A of this Easement Instrument.

2 CONSTRUCTION

In the construction of this Easement Instrument unless the context otherwise requires:

2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Easement Instrument;

2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

3 GRANT OF ACCESS RIGHTS

3.1 The Grantor hereby grants to the Grantee a right of way over those parts of the Grantor's Land shown in Schedule A of this Easement Instrument ("Easement Area") together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.4 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

4 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 3 are granted subject to the following conditions and obligations:

4.1 The Grantee shall when passing or repassing over the Grantor's Land:

4.1.1 wherever possible, remain on the roads and tracks constructed on the Easement Area and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

4.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;

4.1.3 shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

4.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

4.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 4.1.5):

(a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and

(b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;

4.2 Subject to Clauses 4.4 and 4.7, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

4.3 Subject to Clauses 4.4, 4.7 and 5, in the event that the Grantor's roads, tracks and other structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements shall be at the sole cost of the Grantee.

4.4 When carrying out any repairs or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:

4.4.1 widen the road; or

4.4.2 alter the location of the road; or

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.4 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

4.4.3 alter the way in which the run-off from the road is disposed of; or

4.4.4 change the nature of the road surface; or

4.4.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed. Whilst the lease referred to in Clause 7 remains in force, the Grantee must also secure the prior written approval of the Lessee, such Lessee's approval is not to be unreasonably withheld or delayed.

- 4.5 The Grantee shall not exhibit any notice or sign on the Grantor's Land without prior written consent of the Grantor (as to style, content, wording, size and location) provided that such consent not to be unreasonably or arbitrarily withheld.
- 4.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Grantor's Land.
- 4.7 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 4.8 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor;
- 4.9 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor; and
- 4.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

5 MAINTENANCE

- 5.1 Subject to Clauses 5.2 to 5.5, if the Grantee's use of the right of way is sufficient to require a contribution to maintenance costs, then the Grantor may charge the Grantee for maintenance based on actual costs and actual use by the Grantee.
- 5.2 The Grantor and the Grantee acknowledge that the road established on the Easement Area is part of a single roadway linking State Highway 5 with State Highway 36 (Pyes Pa Road) ("Roadway") and will be used by other persons including the Lessee (defined in Clause 7).
- 5.3 The Grantor and Grantee shall in good faith seek to discuss and agree between them and all other persons with rights of access over the Roadway a maintenance plan on matters including:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.4 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

- 5.3.1 the party or parties responsible for undertaking the maintenance and upgrade works (if required) to the Roadway;
- 5.3.2 the timing and standard of maintenance and upgrade works (as appropriate);
- 5.3.3 the reasonable apportionment of costs of any maintenance and upgrade works between the various users of the Roadway as determined by the frequency and nature of use (which may assume the form of a unit charge or annual payment system together with the establishment of a sinking fund); and
- 5.3.4 any other matter relating to maintenance of the Roadway as the Grantor, Grantee, the Lessee and/or other users of the Roadway considers necessary; and
- 5.3.5 such maintenance plan shall incorporate appropriate processes to review and update the maintenance plan annually.

5.4 The Grantee shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.

5.5 The Grantor shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Easement Instrument.

7 LEASE [CLAUSE TO BE INCLUDED WHERE RELEVANT]

The Grantor and the Grantee record that at the time that the easement is granted there is a lease registered over the Grantor's land in favour of [enter Lessee name] and its permitted successors and assigns as lessee ("Lessee"). This Easement Instrument is entered into subject to, and does not override the terms of the lease.

8 ASSIGNMENT

The Grantee may assign all its rights and obligations under this Easement Instrument and from the date of such assignment shall cease to have any liability whatsoever in respect of this Easement Instrument. The Grantor agrees to release the Grantee from all obligations under this Easement Instrument from the date of such assignment.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.4 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

9 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

10 NOTICES

10.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

10.1.1 The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

10.1.2 The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

10.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

11 DISPUTES

11.1 If any party hereto has any dispute with any party in connection with the provisions of this Easement Instrument

11.1.1 That party will give full written particulars of the dispute to the other;

11.1.2 The parties will promptly meet together and in good faith try and resolve the dispute.

11.2 If the dispute is not resolved in 14 days of written particulars being given (or any longer period agreed by the parties) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.

12 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in force.

SCHEDULE FOR NOTICES

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

6.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

DOCUMENTS

6.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

EASEMENT INSTRUMENT TO GRANT EASEMENT

Pursuant to Section 90 Land Transfer Act 1952

BARCODE

Land Registration District
South Auckland

Grantor *Surname must be underlined*
Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grantee *Surname must be underlined*
[Trustees of Te Tahuhu o Tawakeheimoa Trust]
[Trustees of the Tapuika Iwi Authority Trust]

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

Dated this day of 2013

<p>Attestation Jan Johannes Hania Acting Conservator for the East Coast Bay of Plenty Conservancy acting for The Minister of Conservation under delegated authority pursuant to a written delegation dated 29 October 1997.</p>	<p>Signed in my presence by the Grantor</p> <p>_____</p> <p>Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common seal] of Grantor</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common Seal] of Grantee</p>	<p>Trustees of the Tapuika Iwi Authority Trust]</p>
<p>Signature [Common Seal] of Grantee</p>	

DOCUMENTS

6.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

Certified correct for the purposes of the Land Transfer Act 1952

Annexure Schedule 1

Easement Instrument

Dated 2013

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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 (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	Marked A & B on SO 60849	Pt Sec 21 Block IV Rotorua SD& Stopped Road SO 58322	CFR 532170 Sec 1 SO 60849

Easements rights and powers

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 the fifth Schedule to the Property Law Act 2007.

The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule 2

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

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

1 DEFINITIONS

In this Easement Instrument, unless the context otherwise requires:

"Grantee" means the registered proprietor of the Grantee's Land and includes the Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee but does not include members of the general public;

"Grantor" means the registered proprietor for the time being of the Grantor's Land;

"Grantee's Land" means the land described as the Dominant Land in Schedule A of this Easement Instrument; and

"Grantor's Land" means the land described as the Servient Land in Schedule A of this Easement Instrument.

2 CONSTRUCTION

In the construction of this Easement Instrument unless the context otherwise requires:

2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Easement Instrument;

2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

3 GRANT OF ACCESS RIGHTS

3.1 The Grantor hereby grants to the Grantee a right of way over those parts of the Grantor's Land shown in Schedule A of this Easement Instrument ("Easement Area") together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

4 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 3 are granted subject to the following conditions and obligations:

4.1 The Grantee shall when passing or re-passing over the Grantor's Land:

4.1.1 wherever possible, remain on the roads and tracks constructed on the Easement Area and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

4.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;

4.1.3 shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

4.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

4.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 4.1.5):

(a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and

(b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;

4.2 Subject to Clauses 4.4 and 4.7, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

4.3 Subject to Clauses 4.4, 4.7 and 5, in the event that the Grantor's roads, tracks and other structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements shall be at the sole cost of the Grantee.

4.4 When carrying out any repairs or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:

4.4.1 widen the road; or

4.4.2 alter the location of the road; or

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

4.4.3 alter the way in which the run-off from the road is disposed of; or

4.4.4 change the nature of the road surface; or

4.4.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed. Whilst the lease referred to in Clause 7 remains in force, the Grantee must also secure the prior written approval of the Lessee, such Lessee's approval is not to be unreasonably withheld or delayed.

4.5 The Grantee shall not exhibit any notice or sign on the Grantor's Land without prior written consent of the Grantor (as to style, content, wording, size and location) provided that such consent not to be unreasonably or arbitrarily withheld.

4.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Grantor's Land.

4.7 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;

4.8 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor;

4.9 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor; and

4.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

5 MAINTENANCE

5.1 Subject to Clauses 5.2 to 5.5, if the Grantee's use of the right of way is sufficient to require a contribution to maintenance costs, then the Grantor may charge the Grantee for maintenance based on actual costs and actual use by the Grantee.

5.2 The Grantor and the Grantee acknowledge that the road established on the Easement Area is part of a single roadway linking State Highway 5 with State Highway 36 (Pyes Pa Road) ("Roadway") and will be used by other persons including the Lessee (defined in Clause 7).

5.3 The Grantor and Grantee shall in good faith seek to discuss and agree between them and all other persons with rights of access over the Roadway a maintenance plan on matters including:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

- 5.3.1 the party or parties responsible for undertaking the maintenance and upgrade works (if required) to the Roadway;
- 5.3.2 the timing and standard of maintenance and upgrade works (as appropriate);
- 5.3.3 the reasonable apportionment of costs of any maintenance and upgrade works between the various users of the Roadway as determined by the frequency and nature of use (which may assume the form of a unit charge or annual payment system together with the establishment of a sinking fund); and
- 5.3.4 any other matter relating to maintenance of the Roadway as the Grantor, Grantee, the Lessee and/or other users of the Roadway considers necessary; and
- 5.3.5 such maintenance plan shall incorporate appropriate processes to review and update the maintenance plan annually.

5.4 The Grantee shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.

5.5 The Grantor shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Easement Instrument.

7 LEASE [CLAUSE TO BE INCLUDED WHERE RELEVANT]

The Grantor and the Grantee record that at the time that the easement is granted there is a lease registered over the Grantor's land in favour of [enter Lessee name] and its permitted successors and assigns as lessee ("Lessee"). This Easement Instrument is entered into subject to, and does not override the terms of the lease.

8 ASSIGNMENT

The Grantee may assign all its rights and obligations under this Easement Instrument and from the date of such assignment shall cease to have any liability whatsoever in respect of this Easement Instrument. The Grantor agrees to release the Grantee from all obligations under this Easement Instrument from the date of such assignment.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

6.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

ANNEXURE SCHEDULE 2

EASEMENT DATED

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Easement Name for reference

9 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

10 NOTICES

10.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

10.1.1 The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

10.1.2 The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

10.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

11 DISPUTES

11.1 If any party hereto has any dispute with any party in connection with the provisions of this Easement Instrument

11.1.1 That party will give full written particulars of the dispute to the other;

11.1.2 The parties will promptly meet together and in good faith try and resolve the dispute.

11.2 If the dispute is not resolved in 14 days of written particulars being given (or any longer period agreed by the parties) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.

12 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in force.

SCHEDULE FOR NOTICES

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

7 MANAGEMENT ARRANGEMENT

Clauses relating to the Management Arrangement of the Central Portion of Hamurana Springs for the Deed of Settlement

- 1 The Crown and Te Tahuhu o Tawakeheimoa Trust (the Governance Entity) recognise the outstanding natural beauty and high conservation values of the central area of the Hamurana Springs Recreation Reserve delineated as marked "B" on deed plan OTS-209-31 (the site).
- 2 To ensure those values are protected and preserved, for a period as stipulated in clause 4, the Department of Conservation (the Department) and the Governance Entity have agreed to co-manage the facilities on the site existing at the date the site is vested in the Governance Entity and to collaborate in carrying out the functions listed in clause 5 (the functions).
- 3 The objective of the co-management arrangements is to impart to Ngāti Rangiwewehi the skills required to manage the sites in a manner that fulfils the requirements of the Reserves Act 1977 and other relevant conservation legislation.
- 4 The co-management arrangement will exist for either:
 - 4.1 A period of 5 years from the date the site is vested in the Governance Entity; or
 - 4.2 A shorter period for all or any of the functions if the Governance Entity and the Department agree the Governance Entity has acquired the necessary skills to undertake the function(s) in question.
- 5 The Department and the Governance Entity will decide jointly the activities required to fulfil the functions listed below and will collaborate to implement them. The functions are:
 - 5.1 Maintaining the following structures on the site:
 - (a) car park and road;
 - (b) signs/interpretation panels;
 - (c) high level viewing platform;
 - (d) low level viewing platform;
 - (e) vehicle/pedestrian bridge (entrance) bridge;
 - (f) dancing sands pedestrian bridge;
 - (g) kiosk bridge;
 - (h) clearwater pedestrian bridge;
 - (i) tracks;
 - 5.2 Carrying out activities to protect the biodiversity of the site, including:
 - (a) restoration planning,
 - (b) threatened species monitoring;
 - (c) weed monitoring;
 - (d) redwood grove management and monitoring;

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7: MANAGEMENT ARRANGEMENT

- (e) managing the conservation activities that are carried out by volunteers and other third parties; and
- (f) pest control.

5.3 Monitoring visitor numbers.

6 During the period the co-management arrangement is in place, the Department and the Governance Entity will meet annually to jointly prepare an annual work plan of the activities relating to the functions listed in clause 5 to be carried out jointly, or separately, on the site during the following year. Activities may be deferred or further activities included during the year by agreement of the parties.

7 On the request of either the Governance Entity or the Department, the parties will meet during the year to review the annual work plan.

8 Where the Governance Entity and the Department are unable to agree on any matter referred to in clauses 5 or 6, the Governance Entity will make the final decision but that decision cannot require the Department to contribute to any activity to which it has not agreed.

9 The Governance Entity will take full responsibility for all other decisions, activities and functions concerning the control and management of the site, including:

9.1 The replacement of any existing structures on the site;

9.2 The erection of any new structures;

9.3 Running open days;

9.4 Fencing;

9.5 Monitoring visitor experiences;

9.6 Facilitating volunteer opportunities; and

9.7 Statutory authorisations.

10 For the period stipulated in clause 4, in addition to the functions and activities listed in clause 5, the Department will:

10.1 Assist the Governance Entity to develop a reserve management plan for both the recreation and historic reserves at Hamurana Springs delineated in black on the map attached as Appendix A (the wider site);

10.2 Provide advice, guidance and other technical assistance or services that the governance entity requests in relation to the wider site; and

10.3 Assist the Governance Entity to develop positive relationships with relevant authorities and stakeholders.

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7: MANAGEMENT ARRANGEMENT

- 11 The Department will be responsible for the costs associated with the Departmental human resources, equipment and materials that the Department agrees to provide in order to carry out the activities and functions relating to this co-management arrangement. Ngāti Rangiwewehi will be responsible for all other costs associated with those activities and functions.
- 12 The Governance Entity, as owner, will take full responsibility for any liability to third parties relating to the site.
- 13 If a dispute arises in connection with these provisions relating to the co-management of the site, every effort will be made in good faith to resolve matters at a local level. If the matter is not resolved the relevant Departmental Conservator and a nominated representative of the Governance Entity will meet within a reasonable timeframe. 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. The parties acknowledge this measure will be a means of last resort.

ATTACHMENT A
HAUMURANA SPRINGS RECREATION RESERVE

