

NGĀTI WHARE
and
THE SOVEREIGN
In right of New Zealand

**SCHEDULE TO THE DEED OF SETTLEMENT OF THE
HISTORICAL CLAIMS OF NGĀTI WHARE**

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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INTRODUCTION

Parts 1 to 15 of this schedule form part of the Deed of Settlement of the Historical Claims of Ngāti Whare entered into between Ngāti Whare and the Crown on 8 December 2009.

SIGNED for and on behalf of
THE SOVEREIGN IN RIGHT OF
NEW ZEALAND
by the Minister for Treaty of Waitangi
Negotiations in the presence of:

)
)
) Christopher Finlayson
) Honourable Christopher Finlayson
)
)

Paul Jan.

Signature of Witness

Witness Name: PAUL JAN
Occupation: PUBLIC SERVANT
Address: WELLINGTON

SIGNED for and on behalf of
NGĀTI WHARE
by Te Rūnanga o Ngāti Whare
in the presence of:

)
)
) DAVID BRONCO CARSON
) David Bronco Carson
) Trustee, Te Rūnanga o Ngāti Whare
)

James Carlson
James Carlson
Chairman, Te Rūnanga o Ngāti Whare

Kohiti Kohiti
Kohiti Kohiti
Trustee, Te Rūnanga o Ngāti Whare

)
)
) Lena Brew
) Lena Brew
) Trustee, Te Rūnanga o Ngāti Whare
)

Pene Olsen
Pene Olsen
Trustee, Te Rūnanga o Ngāti Whare

)
)
) Robert Taylor
) Robert Taylor
) Trustee, Te Rūnanga o Ngāti Whare
)


Roberta Rickard
Roberta Rickard
Trustee, Te Rūnanga o Ngāti Whare

WITNESS

Name: JAMES PHILIP PETERSON
Occupation: SOLICITOR
Address: WELLINGTON

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SIGNED by EDWARD CHARLES REWI,
the original named claimant, with the late
Pahiri Matekuare, in Wai 66:



Edward Charles Rewi
Original Claimant, Wai 66

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PART 1

RELATIONSHIP REDRESS

1. RELATIONSHIP REDRESS

(Clause 5.27.1)

1.1 PART 1: CONSERVATION ACCORD

(Clause 5.21.2)

NGĀTI WHARE CONSERVATION ACCORD

A CONSERVATION ACCORD
REGARDING THE RELATIONSHIP BETWEEN
THE MINISTER OF CONSERVATION, THE DIRECTOR-GENERAL OF
CONSERVATION, THE DEPARTMENT OF CONSERVATION,
AND TE RŪNANGA O NGĀTI WHARE
ON CONSERVATION ISSUES WITHIN THE ACCORD AREA

[date]

CONSERVATION ACCORD

This Accord has been developed by the Minister of Conservation and Ngāti Whare regarding the relationship between the Minister of Conservation, the Director-General of Conservation, the Department of Conservation, and Te Rūnanga o Ngāti Whare in its capacity as the governance entity for the iwi of Ngāti Whare on conservation issues within the Accord Area

INTRODUCTION

Ko Tuwatawata te Maunga
Ko Whirinaki te Awa
Ko Wharepakau te Tangata
Ko Ngāti Whare te Iwi
Ko au ko te Whirinaki, ko te Whirinaki ko au

- A. Ngāti Whare is an iwi with interests centred on Te Whāiti Nui-a-Toi and the Whirinaki Valley and extending into surrounding areas.
- B. Ngāti Whare's vision for the future is centred on the following five fundamental principles:
- (a) He Tapu Te Whirinaki - The Sacredness of the Whirinaki;
 - (b) Kia Mau te Manamotuhake a Wharepakau - Political Development;
 - (c) Kia Mau te Mana o Wharepakau - Cultural Development;
 - (d) Manaaki te Katoa - Economic Development; and
 - (e) Awhi Nga Uri o Wharepakau - Social Development.
- C. Ngāti Whare wishes to establish an ongoing and active partnership between Ngāti Whare and the Crown in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoa, and other taonga (land, forest, waterways, fisheries, cultural sites and resources) in and around Te Whāiti Nui-a-Toi and the Whirinaki Valley, including the Whirinaki Conservation Park, reflecting not only the significance of those resources and their restoration and protection to

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Ngāti Whare, but also the wider public interest in the enjoyment and conservation of those resources.

- D. The Whirinaki Conservation Park is internationally significant for its mixed podocarp forests (totara, rimu, miro, matai and kahikatea) and species richness. The Whirinaki Conservation Park is unique within the Bay of Plenty as the only area of substantial, mainly contiguous conservation land not presently threatened by population growth. It is of enormous cultural and spiritual value to Ngāti Whare, containing numerous wāhi tapu and other sites of significance, as well as being the habitat of numerous species of trees, plants, birds, fish and rongoa prized by Ngāti Whare
- E. Ngāti Whare has promoted a project for podocarp regeneration within areas adjacent to, and potentially within, the Whirinaki Conservation Park. Ngāti Whare sees this project as a vehicle to:
- (a) enhance the overall value and ecological and cultural health and wellbeing of the Whirinaki Conservation Park and adjacent areas for future generations of New Zealanders;
 - (b) help restore the mana of Ngāti Whare as kaitiaki of the Park; and
 - (c) encourage social and economic development for the communities of Minginui and Te Whāiti.
- F. Ngāti Whare desires to enter into a true partnership with Crown in relation to the management of the land, forest, waterways and resources within Ngāti Whare's rohe. Ngāti Whare seeks an enduring relationship for the 21st Century and beyond, recognising that while individuals, companies and governments come and go, the iwi of Ngāti Whare will always remain.
- G. The purpose of the Conservation Act 1987 is to enable the Department "to manage for conservation purposes, all land, and all other natural and historic resources" under that Act and to administer the statutes in the First Schedule to the Act (together, the "Conservation Legislation"). The Minister and

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Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.

- H. Ngāti Whare have a responsibility as kaitiaki in accordance with Ngāti Whare tikanga to preserve, protect, and manage natural and historic resources (including whenua, ngahere, awa, rongoa, wāhi tapu and other taonga) within their rohe.
- I. Both the Department and Te Rūnanga o Ngāti Whare are committed to establishing and maintaining a positive and co-operative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Accord to achieve over time the conservation policies, actions and outcomes sought by both Te Rūnanga o Ngāti Whare and the Department as set out in this Accord.
- J. The Deed of Settlement between Te Rūnanga o Ngāti Whare and the Crown dated [insert] provides Ngāti Whare with redress that includes the co-management of the Whirinaki Conservation Park through the development of a Conservation Management Plan for the Whirinaki Conservation Park that will be approved jointly by the East Coast Bay of Plenty Conservation Board and Te Rūnanga o Ngāti Whare.
- K. Those co-management arrangements and related redress involving the Department and conservation land are at the centre of Ngāti Whare's settlement redress and will be implemented through the Settlement and this Accord on an integrated basis to ensure the cohesive and co-ordinated management of resources in Ngāti Whare's Accord Area. For Ngāti Whare, the Department is the primary face of the Crown within its rohe.
- L. This Accord has been developed by the Minister and Ngāti Whare to give effect to the obligations under the Deed of Settlement and to further enhance the relationship between Ngāti Whare and the Minister, the Director-General and the Department of Conservation.

TERMS OF THIS ACCORD

1. PURPOSE

1.1. The purpose of this Accord is to:

- (a) reflect the commitment of the Crown (including, in particular, the Minister, the Director-General and the Department) and Te Rūnanga o Ngāti Whare to enter into co-management arrangements in relation to the Whirinaki Conservation Park;
- (b) set out how Te Rūnanga o Ngāti Whare, the Minister, the Director-General and the Department will establish and maintain a positive, co-operative and enduring relationship consistent with section 4 of the Conservation Act regarding the management of conservation in the Accord Area;
- (c) recognise that Ngāti Whare has an interest in, and a special relationship with, the natural and historic resources, freshwater fisheries and associated habitats within the Accord Area that are managed by the Department under the Conservation Legislation; and
- (d) assist the Department and the Te Rūnanga o Ngāti Whare to exercise their respective responsibilities with the utmost cooperation to achieve over time the conservation policies, actions and outcomes sought by both.

1.2. This Accord sets out a framework that enables the Minister, the Director-General, the Department and Te Rūnanga o Ngāti Whare to establish constructive working relationships. It provides for Te Rūnanga o Ngāti Whare to have meaningful input into relevant policy, planning and decision-making processes in the Department's management of conservation lands and fulfilment of statutory responsibilities within the Accord Area.

2. ACCORD AREA

2.1. The Accord applies across the Accord Area which means the area identified in the map included in Attachment A of this Accord.

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3. RELATIONSHIP PRINCIPLES

3.1. Ngāti Whare, the Minister and the Director-General agree that the following principles will guide their relationship, the implementation of this Accord and the exercise of their respective roles and functions under this Accord:

- (a) a spirit of co-operation and good faith;
- (b) early engagement from all levels within the Department, including the Minister and the Director-General on issues that affect the interests of Ngāti Whare;
- (c) commitment to the highest level of good faith engagement as indicated in this Accord and consistent with the principles of co-management as expressed in the settlement;
- (d) operating a 'no surprises' approach;
- (e) acknowledgement that the relationship is evolving, not prescribed;
- (f) respect for the independence of the parties and their individual mandates, roles and responsibilities within the Accord Area;
- (g) ensuring the relationship is consistent with the Treaty of Waitangi and its principles;
- (h) commitment to establishing and maintaining a positive, cooperative and enduring relationship;
- (i) commitment to the conservation ethic of the preservation and protection of natural and historic resources (including indigenous biodiversity) for the purpose of:
 - (i) maintaining their intrinsic values (including historical, cultural and spiritual values);
 - (ii) maintaining their responsible use (including cultural use);
 - (iii) providing for their appreciation and recreational enjoyment by the public; and
 - (iv) safeguarding the interests of future generations; and

- (j) commitment to the principle of conservation as reflected in:
 - (i) the obligations and duties under conservation legislation of for the Minister and the Director-General; and
 - (ii) the tikanga of mana, whanaungatanga, kotahitanga, manaakitanga, kaitiakitanga and the exercise of mana whakahaere for Ngāti Whare.

4. OBJECTIVES

- 4.1. Ngāti Whare's relationship with the whenua, ngahere, awa, ika, wāhi tapu, rongoa and other taonga (land, forest, waterways, fisheries, cultural sites and resources) in the Accord Area lies at the heart of Ngāti Whare's spiritual and physical wellbeing, tribal identity and culture and gives rise to responsibilities to protect the wellbeing of those resources in accordance with long-established tikanga.
- 4.2. Places that are sacred or of particular significance to Ngāti Whare within the Accord Area include:
 - (a) the Whirinaki Conservation Park;
 - (b) the Whirinaki River and its tributaries; and
 - (c) the area of Te Urewera National Park within the Accord Area.
- 4.3. The significance of these places (and the whenua, ngahere, awa, ika, wāhi tapu, rongoa and other resources within them) to Ngāti Whare are set out in the Ngāti Whare statements of association contained in Attachments B, C and D respectively of this Accord.
- 4.4. As relevant to conservation matters, Ngāti Whare's objectives include:
 - (a) the restoration and protection of the health and wellbeing of the land, forest, waterways and resources in and around Te Whāiti Nui-a-Toi and the Whirinaki Valley, including the Whirinaki Conservation Park (collectively, "the Whirinaki") and, in particular, the regeneration of the indigenous podocarp forest;

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- (b) the restoration and protection of the relationship of Ngāti Whare with the Whirinaki, including their economic, social, cultural, and spiritual relationships;
- (c) the integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Whirinaki;
 - (i) the adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Whirinaki;
 - (ii) the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken on the health and wellbeing of the Whirinaki;
 - (iii) the protection and enhancement, of significant sites, fisheries, flora and fauna; and
 - (iv) the application to the above of both maatauranga Maori and latest available scientific methods.

4.5. The Minister of Conservation and the Director-General have certain functions, powers and duties in terms of the conservation legislation. Under the conservation legislation, functions of the Department (subject to the directions (if any) of the Minister) include (but are not limited to):

- (a) to manage for conservation purposes, all land, and all other natural and historic resources (including plants and animals of all kinds), for the time being held under conservation legislation and all other land and natural and historic resources whose owner agrees with the Minister that they should be managed by the Department;
- (b) to preserve so far as is practicable all indigenous freshwater fisheries, and protect recreational freshwater fisheries and freshwater fish habitats;
- (c) to advocate the conservation of natural and historic resources generally; and
- (d) to the extent that the use of any natural or historic resource for recreation or tourism is not inconsistent with its conservation, to foster

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the use of natural and historic resources for recreation, and to allow their use for tourism.

5. IMPLEMENTATION AND COMMUNICATION

- 5.1. The Director-General and Te Rūnanga o Ngāti Whare will meet as soon as practicable after this Accord is issued to discuss the implementation of the Accord, including the development of a plan for the implementation of the various matters requiring specific engagement and agreement under section 6 of this Accord.
- 5.2. As a minimum the Director-General will seek to establish and maintain effective and efficient communication with Te Rūnanga o Ngāti Whare on a continuing basis by:
- (a) maintaining information on the Te Rūnanga o Ngāti Whare's office holders, and their addresses and contact details;
 - (b) providing a primary departmental contact (Programme Manager Community Relations or other appropriate person acceptable to the parties) for Te Rūnanga o Ngāti Whare who will act as a liaison person between Te Rūnanga o Ngāti Whare and other Department staff;
 - (c) providing reasonable opportunities for Te Rūnanga o Ngāti Whare to meet with Department managers and staff; and
 - (d) holding alternate meetings every four months (unless otherwise agreed) at the Area Office and at the office of Te Rūnanga o Ngāti Whare (or such other venue chosen by Te Rūnanga o Ngāti Whare) to discuss issues that may have arisen. The host of the meeting will be responsible for calling the meeting and drafting the agenda.
- 5.3. The parties may also:
- (a) led by the Te Rūnanga o Ngāti Whare, arrange for an annual report back to the iwi of Ngāti Whare in relation to any matter associated with the implementation of this Accord; and

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- (b) provide training for relevant staff and brief East Coast Bay of Plenty Conservation Board members on the content of the Settlement and the Accord.
- (c) where relevant, inform conservation stakeholders about this Accord and the Ngāti Whare settlement and provide on-going information as required.

5.4. The Director-General will also:

- (a) advise Te Rūnanga o Ngāti Whare of any departmental policy directions, including any matters that may relate to the legislative scheme for the conservation-related redress under the settlement, and the receipt of any research reports relating to matters within the Accord Area;
- (b) provide Te Rūnanga o Ngāti Whare with copies of those policy directions and reports;
- (c) consult with Te Rūnanga o Ngāti Whare on the current names of tracks and huts within the Whirinaki Conservation Park and any proposed future names; and
- (d) consult with Te Rūnanga o Ngāti Whare on any proposed signage or plaques to be erected or placed with the Whirinaki Conservation Park.

5.5. Where the Director-General is to provide information to Te Rūnanga o Ngāti Whare under this Accord, this information will be provided subject to the provisions of the Official Information Act 1981 and other relevant Acts.

6. AGREEMENTS

6.1. In accordance with relevant provisions of the Deed of Settlement, the Crown and Te Rūnanga o Ngāti Whare have agreed on certain redress mechanisms regarding or affecting conservation management with the Accord Area. These matters include:

- (a) co-management of the Whirinaki Conservation Park by way of joint approval of the CMP with the East Coast Bay of Plenty Conservation Board;

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- (b) management of other conservation areas;
- (c) establishment of a podocarp regeneration project through the establishment of the Te Pua o Whirinaki Regeneration Trust;
- (d) establishment of two specially protected areas within Whirinaki Conservation Park ;
- (e) return of two sites jointly to Ngāti Whare and Ngāti Manawa with conservation covenants;
- (f) return of the Mangamate Falls campsite to Ngāti Whare subject to recreation reserve status under the Reserves Act 1977;
- (g) return of Te Takanga a Wharepakau to Ngāti Whare subject to historic and recreation reserve status under the Reserves Act 1977; and
- (h) acknowledgment of Ngāti Whare's association with Te Urewera National Park as set out in the Ngāti Whare Statement of Association.

6.2. In accordance with relevant provisions of the Deed of Settlement, certain redress mechanisms relating to the Rangitaiki River remain to be finalised and agreed between the Crown and Te Rūnanga o Ngāti Whare.

7. CO-MANAGEMENT OF THE WHIRINAKI CONSERVATION PARK

7.1. Clauses [insert] of the Deed of Settlement set out the nature of the redress the Crown will provide to Te Rūnanga o Ngāti Whare in respect of the co-management of the Whirinaki Conservation Park through the development of a Conservation Management Plan for the Whirinaki Conservation Park that will be:

- (a) prepared by the Director-General in consultation with Te Rūnanga o Ngāti Whare, the East Coast Bay of Plenty Conservation Board and such other persons or organisations as the Director-General considers practicable and appropriate, and
- (b) approved jointly by the East Coast Bay of Plenty Conservation Board and Te Rūnanga o Ngāti Whare.

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- 7.2. Before the Director-General commences the preparation, review or amendment of the Conservation Management Plan for the Whirinaki Conservation Park in accordance with clauses [insert] of the Deed of Settlement, the Director-General must notify Te Rūnanga o Ngāti Whare and, with Te Rūnanga o Ngāti Whare, convene a Joint Working Party.
- 7.3. The Joint Working Party must consist of not more than 4 members, comprising:
- (a) 2 members nominated by the Director-General; and
 - (b) 2 members nominated by Te Rūnanga o Ngāti Whare.
- 7.4. The purpose of the Joint Working Party will be to recommend to the Director-General :
- (a) the principal issues and objectives that should be addressed in the Conservation Management Plan; and
 - (b) any areas, including any sites of significance to Ngāti Whare, within the Whirinaki Conservation Park that require particular provision within the Conservation Management Plan.
- 7.5. Within 3 months of the Joint Working Party being convened, the Joint Working Party will prepare and provide to the Director-General a report summarising the outcomes and recommendations of the Joint Working Party process.
- 7.6. Following the completion of the Joint Working Party process, the Director-General will continue with the process for the preparation of the Conservation Management Plan as set out in clause [insert] of the Deed of Settlement.
- 7.7. In the preparation or review of any relevant Conservation Management Strategy the Director-General and Te Rūnanga o Ngāti Whare will engage at the earliest opportunity to ensure that any relevant issues, including the views of Te Rūnanga o Ngāti Whare, in connection with the inter-relationship of the Conservation Management Strategy and the Conservation Management Plan for the Whirinaki Conservation Park are appropriately considered.

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7.8. The Minister and Director-General agree to engage with and consider the views of Te Rūnanga o Ngāti Whare in relation to any matters regarding or otherwise affecting to the current and future status of the Whirinaki Conservation Park.

8. DISCUSSIONS ON MANAGEMENT OF OTHER CONSERVATION AREAS

8.1. Within 12 months of the signing of this Accord, the Department and Te Rūnanga o Ngāti Whare will enter into discussions regarding the management by the Department in relation to the following conservation areas.

- (a) the Old Riverbed conservation area;
- (b) the Whirinaki River conservation area;
- (c) the Okui conservation area;
- (d) Kaingaroa conservation area; and
- (e) The "separate island" of Te Urewera National Park which straddles part of State Highway 38 north west of Te Whaiti, adjacent to the Whirinaki Conservation Park and Waikotikoti Marae.

8.2. The discussions referred to in clause 8.1 may include:

- (a) how any relevant Ngāti Whare values and tikanga can be recognised in the management of those areas; and
- (b) any relevant projects for consideration under clause 16.2.

9. WHIRINAKI REGENERATION PROJECT

9.1. Clauses [insert] of the Deed of Settlement provide for the establishment of a Trust (Te Pua o Whirinaki Regeneration Trust) and the implementation of a podocarp regeneration project over certain specified areas of land adjacent to the Whirinaki Conservation Park and potentially over land within the Whirinaki Conservation Park.

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- 9.2. The Department agrees to engage with Te Rūnanga o Ngāti Whare and Te Pua o Whirinaki Regeneration Trust in order to discuss :
- (a) the areas within the Whirinaki Conservation Park that may be subject to the regeneration project;
 - (b) the terms upon which any such regeneration project may be implemented with the Whirinaki Conservation Park; and
 - (c) the assistance that may be provided by the Department in relation to the activities of Te Pua o Whirinaki Regeneration Trust.

10. SPECIALLY PROTECTED AREAS

- 10.1. Clauses [insert] of the Deed of Settlement provide for the establishment of two specially protected areas, namely:
- (a) the Tūwatawata Specially Protected Area; and
 - (b) the Te Whāiti Nui-a-Toi Canyon Specially Protected Area;
- ("Specially Protected Areas").
- 10.2. Clause [insert] of the Deed of Settlement provides for the Minister, with the agreement of Te Rūnanga o Ngāti Whare, to impose restrictions on activities in the Specially Protected Areas.
- 10.3. The Director-General agrees to engage with Te Rūnanga o Ngāti Whare in order to discuss, with the intention of reaching agreement on:
- (a) recommendations to the Minister on:
 - (i) any restrictions that the Minister may impose on activities in the Specially Protected Areas;
 - (ii) any other mechanisms that may be implemented to provide for the appropriate management of the Specially Protected Areas;
 - (iii) any matters that may need to be provided for in relation to any concessions or other authorisations granted in the Specially Protected Areas; and

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(b) an appropriate process, including protocols, for the determination and implementation of any work by the Department in the Specially Protected Areas.

10.4. If the Minister accepts the recommendations referred to in clause 10.3(a), the Minister will then seek the agreement of Te Rūnanga o Ngāti Whare to the restrictions.

10.5. Once the Minister has received the agreement of Te Rūnanga o Ngāti Whare, the restrictions will be notified publicly in the next issue of The Gazette.

11. RANGITAIKI RIVER REDRESS

11.1. The Minister and the Director-General acknowledge that the clause [insert] of the Deed of Settlement provides for further negotiation between the Crown and Te Rūnanga o Ngāti Whare on the development of river redress relating to the Rangitaiki River, including exploration of the appointment by the Minister of Conservation of Te Rūnanga o Ngāti Whare as an advisory committee to provide advice in relation to section 6(ab) of the Conservation Act 1987 matters in the Rangitaiki River;

11.2. The Minister and the Director-General agree that, when the Rangitaiki River redress is agreed between the Crown and Te Rūnanga o Ngāti Whare, this Accord will be amended to the extent necessary to reflect the agreements reached in relation to the Rangitaiki River.

12. JOINT SITES

12.1. Clauses [insert] of the Deed of Settlement provide for the return of two sites within the Whirinaki Conservation Park jointly to Ngāti Whare and Ngāti Manawa, namely:

(a) Te Tapiri Pa site;

(b) Okarea Pa site;

("Joint Sites").

12.2. Where requested, the Department will engage with and, where practicable, advise or assist Ngāti Whare and Ngāti Manawa in relation to any conservation issues arising in relation to the Joint Sites.

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13. MANGAMATE FALLS CAMPSITE

- 13.1. Clauses [insert] of the Deed of Settlement provide for the return of the Mangamate Falls Campsite to Te Rūnanga o Ngāti Whare.
- 13.2. The Mangamate Falls Campsite will be declared to be a reserve and classified as a recreation reserve for the purposes specified in section 17(1) of the Reserves Act 1977.
- 13.3. The Department and Te Rūnanga o Ngāti Whare are parties to a Letter of Agreement dated 12 September 2008 in relation to the development and management of the Mangamate Falls Campsite.
- 13.4. Within 12 months of the signing of this Accord, the Department and Te Rūnanga o Ngāti Whare will enter into discussions and reach agreement regarding:
- (a) how the Mangamate Falls Campsite will be managed by the Department until such time as there is a change in management;
 - (b) when it may be appropriate for a change in management of the Mangamate Falls Campsite; and
 - (c) the nature and terms of any future management of the Mangamate Falls Campsite.

14. TE TAKANGA A WHAREPAKAU

- 14.1. Clauses [insert] of the Deed of Settlement provide for the return of Te Takanga a Wharepakau to Te Rūnanga o Ngāti Whare.
- 14.2. Te Takanga a Wharepakau will be declared a reserve on the following basis:
- (a) the section of the site on the eastern bank of the Whirinaki River will be classified as an historic reserve for the purposes specified in section 18(1) of the Reserves Act 1977; and
 - (b) the section of the site on western bank of the Whirinaki River will be classified as a recreation reserve for the purposes specified in section 17(1) of the Reserves Act 1977.

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15. TE UREWERA NATIONAL PARK

- 15.1. Clauses [insert] of the Deed of Settlement acknowledges the association of Ngāti Whare with for those parts of Te Urewera National Park within the Accord Area. Attachment D to this Accord comprises Ngāti Whare's statement of association with those parts of Te Urewera National Park, which is acknowledged by the Minister and Director-General.
- 15.2. The Minister and Director-General agree to engage with and consider the views of Te Rūnanga o Ngāti Whare in relation to any matters regarding or otherwise affecting the current and future status of those parts of Te Urewera National Park within the Accord Area.

16. BUSINESS PLANNING

- 16.1. The Department's annual business planning process determines the Department's conservation work priorities.
- 16.2. The process for Te Rūnanga o Ngāti Whare to identify and/or develop specific projects for consideration by the Department is as follows:
- (a) the Department and Te Rūnanga o Ngāti Whare will on an annual basis identify priorities for:
 - (i) undertaking specific projects within the Whirinaki Conservation Park; and
 - (ii) undertaking specific projects requested by Te Rūnanga o Ngāti Whare;
 - (b) the identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities;
 - (c) the decision on whether any specific projects will be funded in any business year will be made by the Conservator and General Manager Operations after following the co-operative processes set out above;
 - (d) if the Department decides to proceed with a specific project request by Te Rūnanga o Ngāti Whare, Te Rūnanga o Ngāti Whare and the Department may meet again to finalise a work plan and a timetable

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before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and

- (e) if the Department decides not to proceed with a specific project it will communicate to Te Rūnanga o Ngāti Whare the factors that were taken into account in reaching that decision.

16.3. The Department will invite Te Rūnanga o Ngāti Whare to participate in specific projects, including the Department's volunteer and conservation events that may be of interest to Ngāti Whare.

17. OTHER MANAGEMENT PLANNING

17.1. The Director-General will engage with Te Rūnanga o Ngāti Whare at an early stage, before any public consultation, and throughout the process, when developing statutory documents (including any Conservation Management Strategy), non-statutory plans, strategies or work programmes that affect the Accord Area and particularly the Whirinaki Conservation Park.

18. ADVICE TO AND MEETINGS WITH THE MINISTER

18.1. Either the Minister or Te Rūnanga o Ngāti Whare may seek the advice of the other on any conservation matter within the Accord Area.

19. CULTURAL MATERIALS

19.1. For the purposes of this Accord:

- (a) cultural materials include flora materials, aquatic plants, fungi, ferns, fern allies, algae, lichens, mosses, gymnosperms, angiosperms and materials derived from animals (including fish and birds) for which the Department is responsible in relation to the Accord Area and which are important to Ngāti Whare in maintaining and expressing its cultural values and practices;
- (b) "cultural purposes" includes the harvesting of flora and fauna for customary, educational and research purposes by Ngāti Whare.

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- 19.2. Current legislation generally requires some form of authorisation for the gathering and possession of cultural materials derived from wildlife and plants on public conservation land.
- 19.3. In relation to cultural materials, the Minister and/or Director-General will:
- (a) work with Te Rūnanga o Ngāti Whare to develop and agree a process to authorise members of Ngāti Whare to access and use cultural materials within the Accord Area when required for cultural purposes, in accordance to the relevant legislation and, where it is consistent with conservation objectives and relevant legislation, multi-site or multi-take authorisations may be granted;
 - (b) consult with Te Rūnanga o Ngāti Whare in circumstances where there are competing requests between Te Rūnanga o Ngāti Whare and non-Ngāti Whare persons or entities for the use of cultural materials, for example for scientific research purposes;
 - (c) consult with Te Rūnanga o Ngāti Whare:
 - (i) when a request is received from any non-Ngāti Whare person or entity for the use of cultural materials (including for scientific research purposes) within the Whirinaki Conservation Park; and
 - (ii) otherwise in respect of the Accord Area where there are competing requests between Te Rūnanga o Ngāti Whare and non-Ngāti Whare persons or entities for the use of cultural materials;
 - (d) consistent with existing arrangements between the Department and Ngāti Whare which exist in relation to podocarp timber and feathers, discuss and reach agreement with Te Rūnanga o Ngāti Whare on access to cultural materials, taking into consideration the interest of other representatives of tangata whenua, which become available as a result of departmental operations (such as track maintenance or

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

clearance or species management) or as a result of accidental death or otherwise through natural causes;

- (e) engage with Te Rūnanga o Ngāti Whare to develop procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and Ngāti Whare tikanga;
- (f) as far as practicable, assist Te Rūnanga o Ngāti Whare and Te Pua o Whirinaki Regeneration Trust to obtain propagation material (including seeds and seedlings) and provide associated advice; and
- (g) waive or reduce any recovery of authorisation costs for the collection by Te Rūnanga o Ngāti Whare and Te Pua o Whirinaki Regeneration Trust of cultural material.

20. HISTORIC RESOURCES - WĀHI TAPU

20.1. Ngāti Whare consider that their wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Accord.

20.2. Places that are sacred or significant to Ngāti Whare include:

- (a) the Whirinaki Conservation Park and the whenua, ngahere, awa, ika, wāhi tapu, rongoa and other resources within that Park;
- (b) the Whirinaki River and its tributaries; and
- (c) the areas of Te Urewera National Park within the Accord Area and the whenua, ngahere, awa, ika, wāhi tapu, rongoa and other resources within that area.

20.3. The significance of these places and specific sites within them to Ngāti Whare are set out in the Ngāti Whare statements of association contained in Attachments B, C and D respectively of this Accord, which are acknowledged by the Minister and Director-General.

20.4. The Department has a statutory role to conserve historic resources in protected areas and will endeavour to do this for sites of significance to Ngāti

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Whare in association with Te Rūnanga o Ngāti Whare and according to Ngāti Whare tikanga.

- 20.5. The Department accepts that non-disclosure of locations of places known to Ngāti Whare may be an option that the Ngāti Whare chooses to take to preserve the wāhi tapu nature of places. There may be situations where Te Rūnanga o Ngāti Whare will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.
- 20.6. The Department and Te Rūnanga o Ngāti Whare will work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of Ngāti Whare.
- 20.7. The Department will work with Te Rūnanga o Ngāti Whare at the Conservancy and Area Office level to respect Ngāti Whare values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:
- (a) discussing with Te Rūnanga o Ngāti Whare, within two years of the date of this Accord and on a continuing basis, practical ways in which Ngāti Whare can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Accord Area;
 - (b) managing sites of historic significance to Ngāti Whare according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with Ngāti Whare; and
 - (c) informing Te Rūnanga o Ngāti Whare if whenua tangata or koiwi are found within the Accord Area; and
 - (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Whare where appropriate, to seek to ensure that they are not desecrated or damaged.

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- 20.8. The Department will work with Te Rūnanga o Ngāti Whare to provide for the repatriation to Ngāti Whare iwi of the following taonga (which are identified by the references numbers provided by the Historic Places Trust):
- (a) 136/2 - Palisade;
 - (b) 136/4 - Palisade;
 - (c) 136/5 - Palisade;
 - (d) 136/8 - Whakakereru; and
 - (e) 136/9 - Yoke (human for carrying).
- 20.9. The Department further agrees to explore the repatriation of any other taonga held by the Department that are likely to be of Ngāti Whare origin.

21. FRESHWATER FISHERIES AND HABITAT

- 21.1. Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of indigenous freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act.
- 21.2. The Department and Te Rūnanga o Ngāti Whare will work together to ensure that the relevant staff members of the Department are aware of relevant Ngāti Whare tikanga relating to freshwater fisheries and their habitats within the Accord Area.
- 21.3. The Department will work at the Area Office level to provide for participation by Te Rūnanga o Ngāti Whare in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:
- (a) seeking to identify areas for co-operation focusing on fish passage, minimum flows, protection of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;

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- (b) advising, and where reasonably practicable inviting Te Rūnanga o Ngāti Whare to participate where the Department is developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;
- (c) considering Te Rūnanga o Ngāti Whare as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators;
- (d) discussing, on an ongoing basis the potential for Te Rūnanga o Ngāti Whare to be appointed to manage marginal strips within the Accord Area under section 24H of the Conservation Act 1987; and
- (e) consulting with Te Rūnanga o Ngāti Whare where the Department is entering into formal or informal arrangements with any third party that relate to the management of marginal strips within the Accord Area.

22. NATURAL HERITAGE INCLUDING SPECIES AND HABITAT PROTECTION

- 22.1. The Department aims at conserving the full range of New Zealand's ecosystems, maintaining or restoring the ecological integrity of managed sites and ensuring the survival of threatened species.
- 22.2. One of the Department's primary objectives is to ensure the preservation and protection of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 22.3. A related key function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from animal and weed pests. This is done in a way that maximises the value from limited resources available to do this work.
- 22.4. In recognition of the cultural, historic and traditional association of Ngāti Whare with indigenous flora and fauna found within the Accord Area for which

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the Department has responsibility, the Department will inform Te Rūnanga o Ngāti Whare of the national sites and species programmes (including pest control) on which the Department will be actively working and provide opportunities for Te Rūnanga o Ngāti Whare to participate in these programmes.

22.5. Te Rūnanga o Ngāti Whare will also identify the species important to Ngāti Whare in light of cultural, spiritual, historical and/or traditional associations. Where relevant to those species, the Department will seek and facilitate early engagement with Te Rūnanga o Ngāti Whare to provide for the input and participation of Ngāti Whare into:

- (a) developing, implementing and/or amending national species recovery programmes that apply within the Accord Area;
- (b) developing and implementing pest control activities in relation to the Accord Area, particularly in relation to the use of poisons and biological controls including genetically modified organisms; and
- (c) any research and monitoring projects that are, or may be, carried out by the Department within the Accord Area.

22.6. Te Rūnanga o Ngāti Whare wishes to be involved in the naming of any new species that are located within the Accord Area. As a condition of any research permit issued by the Department for the collection of new material within the Accord Area, or when departmental scientists are collecting new material in this area, the Department will request that scientists consult with Te Rūnanga o Ngāti Whare when developing the names (including common names) of any new taxon (family, genus, species, subspecies, variety or forma) either in English or Te Reo Māori.

23. CONCESSION AND AUTHORISATIONS

23.1. The Minister or Director-General (as the case may be) may grant concessions, permits and other statutory authorisations only in accordance with the relevant legislation.

23.2. Within two years of the date of this Accord and on a continuing basis, the Department will:

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- (a) engage with Te Runanga o Ngāti Whare to identify categories of concessions and other authorisations that:
 - (i) relate to the Whirinaki Conservation Park; and
 - (ii) otherwise in relation to the Accord Area, may impact on the cultural, spiritual and historical values of Ngāti Whare; and
- (b) in relation to such concessions and authorisations, develop a plan regarding the appropriate input of Te Runanga o Ngāti Whare into:
 - (i) assessing, processing and the granting of applications for statutory authorisations; and
 - (ii) assessing applications from both existing and prospective concessionaires or permit holders.

23.3. The categories of statutory authorisations to which clause 23.1 applies include the following:

- (a) Concessions:
 - (i) notified, non notified and one-off;
 - (ii) leases and licences (including those for grazing);
 - (iii) easements;
 - (iv) where mining activities are involved;
 - (v) other specified types of concessions;
- (b) Research permits including those for bioprospecting;
- (c) Other permits including wildlife transfers;
- (d) Access arrangements under the Crown Minerals Act; and
- (e) Any other statutory authorisation granted by the Minister or Director-General.

23.4. Pending the development and agreement of a plan in accordance with clause 23.2(b), as soon as possible but no later than 6 months after the signing of this Accord, Te Rūnanga o Ngāti Whare and the Department will agree:

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- (a) an interim list of statutory authorisation types within the Whirinaki Conservation Park or that otherwise will or may impact on the cultural, spiritual or historical values of Ngāti Whare within the Accord Area.
- (b) the interim process for engagement on the types of statutory authorisations in the interim list is set out following:
 - (i) when the Department receives a concession application of the type that is on the interim list it will notify Te Rūnanga o Ngāti Whare and encourage applicants to consult with Te Rūnanga o Ngāti Whare;
 - (ii) if the Department considers that an application is a one-off concession or low impact it will phone Te Rūnanga o Ngāti Whare and send a copy of the application by e-mail to Te Rūnanga o Ngāti Whare;
 - (iii) the Department will provide for Te Rūnanga o Ngāti Whare to indicate whether the application has any impacts on Ngāti Whare cultural, spiritual and historical values within 5 working days for a one-off concession and otherwise within 10 working days;
 - (iv) where Te Rūnanga o Ngāti Whare indicates that an application has any such impacts, the Department and Te Rūnanga o Ngāti Whare will agree a reasonable specified timeframe (of at least a further 10 working days) for comment;
 - (v) provide separate written notification to Te Rūnanga o Ngāti Whare prior to the public notification of a statutory authorisation; and
 - (vi) have regard to the views of Te Rūnanga o Ngāti Whare when considering whether to grant the application.

23.5. Prior to issuing concessions to carry out activities on land managed or administered by the Department within the Accord Area, and following consultation with Te Rūnanga o Ngāti Whare, the Minister will also:

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- (a) advise the concessionaire of Ngāti Whare tikanga and values and encourage communication between the concessionaire and Te Rūnanga o Ngāti Whare; and
- (b) request the concessionaire to engage with and seek the approval of Te Rūnanga o Ngāti Whare before using cultural information of Ngāti Whare.

24. RESOURCE MANAGEMENT ACT 1991

24.1. Te Rūnanga o Ngāti Whare and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.

24.2. From time to time, Te Rūnanga o Ngāti Whare and the Department will seek to identify further issues of likely mutual interest for discussion. It is recognised that the Department and Te Rūnanga o Ngāti Whare will continue to make separate submissions in any Resource Management Act processes.

24.3. In carrying out advocacy under the Resource Management Act 1991, the Department will:

- (a) Discuss with Te Rūnanga o Ngāti Whare the general approach that may be taken by Te Rūnanga o Ngāti Whare and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
- (b) Have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
- (c) Make non-confidential resource information available to Te Rūnanga o Ngāti Whare to assist in improving their effectiveness in resource management advocacy work.

25. VISITOR AND PUBLIC INFORMATION

25.1. The Department has a role to share knowledge about natural and historic heritage with visitors and the general public, to satisfy their requirements for

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information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.

- 25.2. In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to Ngāti Whare of their cultural and spiritual values (including heritage and historic values), and the association of Ngāti Whare with the land and resources that the Department administers within the Accord Area.
- 25.3. The Department will work with Te Rūnanga o Ngāti Whare at the Conservancy and Area Office level to encourage respect for Ngāti Whare cultural and spiritual values and associations within the Accord Area and in particular the Whirinaki Conservation Park by:
- (a) seeking to raise public awareness of any positive conservation partnerships between Te Rūnanga o Ngāti Whare, the Department and other stakeholders, for example, by way of publications, presentations, and seminars; and
 - (b) ensuring that information contained in the Department's publications is accurate and appropriate by:
 - (i) obtaining the consent of Te Rūnanga o Ngāti Whare for disclosure of information from it, and
 - (ii) obtaining, so far as possible, the permission of Te Rūnanga o Ngāti Whare prior to the publication of any information substantially concerning Ngāti Whare that has not been obtained from Te Rūnanga o Ngāti Whare;
 - (iii) engaging with Te Rūnanga o Ngāti Whare prior to the use of information about Ngāti Whare values for new interpretation panels, signs and visitor publications, including acknowledgements of Ngāti Whare perspectives, references to the significance of the sites to Ngāti Whare, and traditional place names; and

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- (c) encouraging the participation of Ngāti Whare in the Department's volunteer and conservation events and programmes by informing Te Rūnanga o Ngāti Whare of these programmes and events.

26. CONSULTATION

26.1. Where the Department is required to consult under this Accord, the basic principles that will be followed by the Department in consulting with Te Rūnanga o Ngāti Whare in each case are:

- (a) ensuring that Te Rūnanga o Ngāti Whare is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;
- (b) providing Te Rūnanga o Ngāti Whare with sufficient information to make informed discussions and submissions in relation to any of the matters that are subject of the consultation;
- (c) ensuring that sufficient time is given for the effective participation of Te Rūnanga o Ngāti Whare, including the preparation of submissions by Te Rūnanga o Ngāti Whare, in relation to any of the matters that are the subject of the consultation; and
- (d) ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that Te Rūnanga o Ngāti Whare may have in relation to any of the matters that are subject to the consultation.

26.2. Where the Department has consulted with Te Rūnanga o Ngāti Whare, the Department will report back to Te Rūnanga o Ngāti Whare on the decision made as a result of any such consultation.

27. CONTRACTING FOR SERVICE

27.1. Where appropriate, the Department will consider using Ngāti Whare individuals or entities as a provider of professional services where those services are necessary for conservation management purposes in the Accord Area

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27.2. Where contracts are to be tendered for conservation management within the Accord Area the Department will notify Te Rūnanga o Ngāti Whare of the contract tender.

28. NOTIFICATION OF EMPLOYMENT OPPORTUNITIES

28.1. The Director-General will notify Te Rūnanga o Ngāti Whare of any employment opportunities with the Department in the Accord Area.

29. EDUCATION TRAINING AND DEVELOPMENT

29.1. The Department provides a week long marae based training course, Te Pukenga Atawhai, for all employees. The Department will append education material provided by Te Rūnanga o Ngāti Whare to the Te Pukenga Atawhai training materials if the course is held in the Accord Area.

29.2. The Department staff whose work is relevant to the conservation land within the Accord Area may attend training through wananga on the values and practices of Ngāti Whare and any other mātauranga Ngāti Whare wishes to share, within the resources available to the Department and Te Rūnanga o Ngāti Whare.

29.3. The Department and Te Rūnanga o Ngāti Whare will identify opportunities for mutual relationship building and professional development and inform the other party of such opportunities. Opportunities may include short term employment exchanges between people in equivalent roles in each organisation and will be taken up by either party within the resources available to them.

29.4. The Department will inform Te Rūnanga o Ngāti Whare when opportunities for university holiday employment or student research projects arise within the Accord Area. Te Rūnanga o Ngāti Whare may propose candidates for these roles or opportunities.

29.5. The Department will explore with Te Rūnanga o Ngāti Whare the potential for developing a voluntary kaitiaki programme for Ngāti Whare persons in relation to the Whirinaki Conservation Park and other conservation land within the Accord Area.

30. DISPUTE RESOLUTION AND ESCALATION

- 30.1. In good faith every effort will be made to resolve matters at a local level. However, if a dispute arises in connection with this Accord, the party invoking the dispute resolution procedure shall be entitled to call a meeting within 5 working days of notice being given.
- 30.2. The designated liaison person from the Department (as agreed under clause 5.2(b) of this Accord) will meet with a nominated representative(s) of Te Rūnanga o Ngāti Whare to endeavour to negotiate a resolution.
- 30.3. If the matter has not been resolved within 20 working days the East Coast Bay of Plenty Conservator will meet with a nominated representative(s) of Te Rūnanga o Ngāti Whare to endeavour to negotiate a resolution.
- 30.4. Where a matter has not been able to be resolved under clause 30.3 within 20 working days, either party may escalate the matter for resolution between the Chair of Te Rūnanga o Ngāti Whare and the Department's General Manager Operations Northern.
- 30.5. If no resolution is reached, the parties may agree to refer the dispute to mediation, with the mediator to be mutually agreed and the costs of mediation to be equally split between the parties.

31. REVIEW

- 31.1. The Minister and Director-General and Te Rūnanga o Ngāti Whare agree that this Accord is a living document which should be updated and adapted to take account of future developments and additional co-management opportunities.
- 31.2. The first review of this Accord will take place no later than 1 year from the Settlement Date. Thereafter the Accord will be reviewed every 2 years. The process for the review of this Accord will be agreed between the parties.
- 31.3. Te Rūnanga o Ngāti Whare and the Minister may only vary this Accord by agreement in writing.
- 31.4. Where the parties cannot reach agreement on any review or variation of the Accord they will use the escalation processes contained in clause 30 of this Accord.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

31.5. This Accord does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed or administered by the Crown.

32. DEFINITIONS AND INTERPRETATION

32.1. The provisions of this Accord shall be interpreted in a manner that best furthers the purpose of this Accord and is consistent with the principles set out in clause 3 of this Accord.

32.2. In this Accord, unless the context requires otherwise, terms defined in the Deed of Settlement have the same meaning in this Accord.

32.3. In this Accord:

Conservation Management Plan has the same meaning as in the Conservation Act 1987;

Conservation Management Strategy has the same meaning as in the Conservation Act 1987;

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

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

Deed of Settlement means the Deed of Settlement between Te Rūnanga o Ngāti Whare and the Crown dated [insert];

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.

Minister means the Minister of Conservation

Ngāti Whare has the meaning set out in clause [insert] of the Deed of Settlement;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Te Rūnanga o Ngāti Whare means the trustees from time to time of the trust (formerly called Te Rūnanga o Ngāti Whare Iwi Trust) established by the Te Rūnanga o Ngāti Whare Trust Deed, in their capacity as such trustees; and, if the trustees have incorporated as a board under the Charitable Trusts Act 1957, means the Board so incorporated;

Te Rūnanga o Ngāti Whare Trust Deed means the deed of trust dated 14 February 1999 and includes:

- (a) any schedules to that deed of trust; and
- (b) any amendments to the deed of trust or its schedules, including the amended deed of trust dated 13 December 2008;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

SIGNED as a deed this [date] of [month] 2009

SIGNED by
THE MINISTER OF CONSERVATION

in the presence of:

Hon Tim Groser

WITNESS

Name:

SIGNED for and on behalf of
TE RŪNANGA O NGĀTI WHARE

by:

James Carlson
Chairperson

[insert]
Trustee

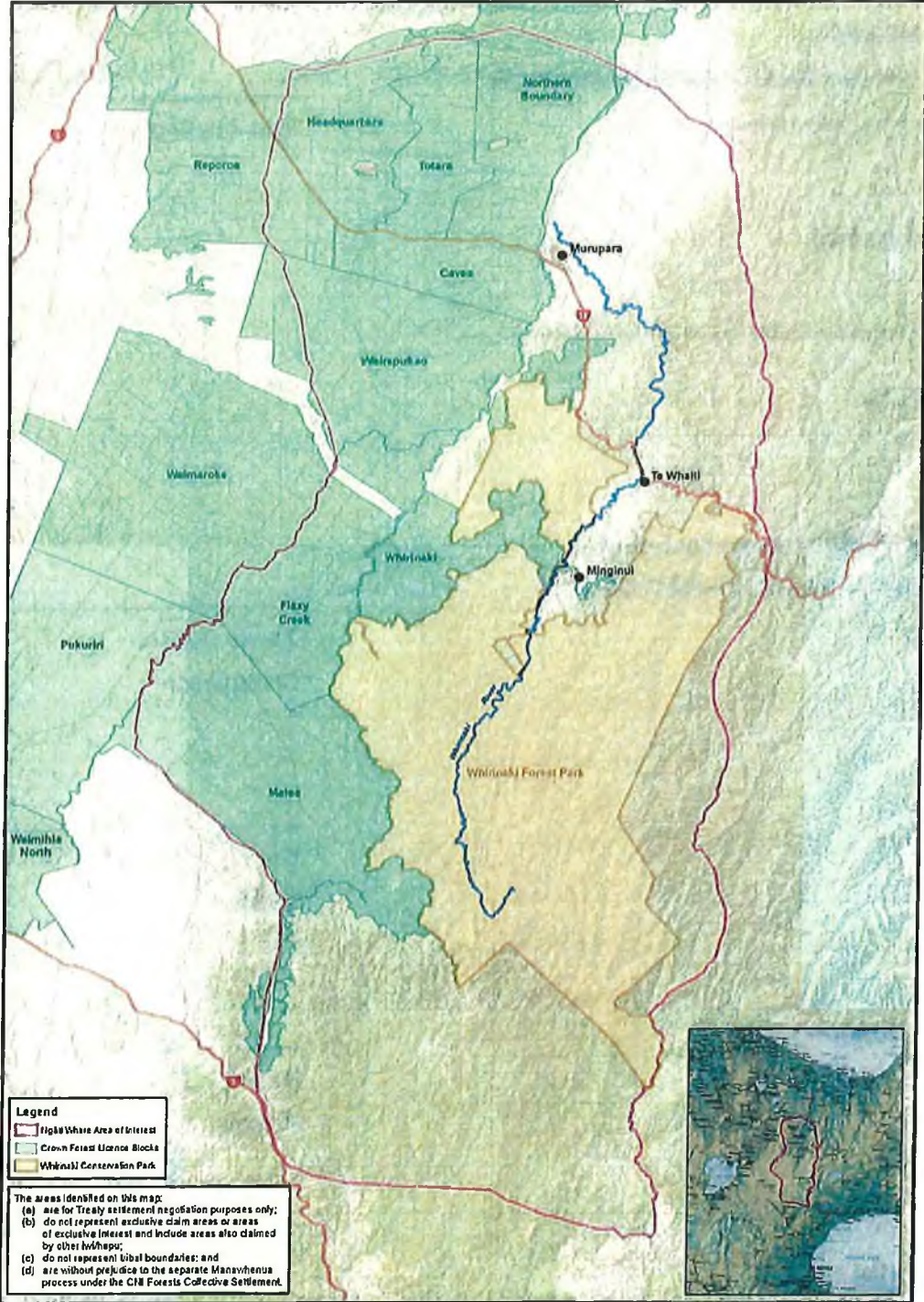
[insert]
Trustee

in the presence of:

WITNESS

Name:

**ATTACHMENT A
ACCORD AREA**



Ngāti Whare Area of Interest

KTA RH

ATTACHMENT B

NGĀTI WHARE STATEMENT OF ASSOCIATION

WHIRINAKI CONSERVATION PARK

The following Statement of Association by Ngāti Whare applies to the Whirinaki Conservation Park as identified in the map in Schedule [x].

The Whirinaki Conservation Park is of enormous cultural and spiritual value to Ngāti Whare, containing numerous waahi tapu and other sites of significance, as well as being the habitat of numerous species of trees, plants, birds and rongoa prized by Ngāti Whare.

Ngāti Whare view the "Whirinaki" holistically in both the physical and spiritual realm as extending beyond the Whirinaki Conservation Park to the broader area of the Whirinaki Valley and Te Whāiti Nui-a-Toi that was previously covered in indigenous forest.

Over many generations, Ngāti Whare have developed tikanga which embody their respect for the Whirinaki Conservation Park and all life and resources within it. The Whirinaki Conservation Park has always had an important role in sustaining the people of Ngāti Whare physically and spiritually.

The traditions of Ngāti Whare illustrate the cultural, historical and spiritual association of Ngāti Whare with the Whirinaki Conservation Park and its resources. These associations reinforce iwi identity, connection and continuity between generations and confirm the importance of the Whirinaki Conservation Park to Ngāti Whare today.

The significance of the Whirinaki Conservation Park is reflected in the following Ngāti Whare whakatauki:

Hapainga mai i te kokako

Koaka - Koako

Whakangungua te huia

Tui Tui Tuia

Tuia te manu

Ki Te Pua a Tāne

Whirinaki Whirinaki

Elevated by the Kokako

that sings and chants

and enforces the Huia

Binding, connecting

all the birds to

the forest of Tāne

to Whirinaki

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*Hui e e
Taiki e e*

Gathered
as One

Ngāti Whare view themselves as the kaitiaki of the Whirinaki Conservation Park with a distinct relationship to its whenua, ngahere, awa, rongoa and other taonga. The ngahere of the Whirinaki Conservation Park is synonymous with Ngāti Whare and this is recorded in the Ngāti Whare whakatauki:

Ko au ko te Whirinaki, ko te Whirinaki ko au.

The Whirinaki Conservation Park was a traditional pataka kai for Ngāti Whare and provided physical, cultural and spiritual sustenance to Ngāti Whare. That relationship continues today with the residual ngahere that comprises the Whirinaki Conservation Park.

The Whirinaki Conservation Park is internationally significant for its mixed indigenous podocarp forests (totara, rimu, miro, matai and kahikatea) and species richness. The Whirinaki Conservation Park is unique within the Bay of Plenty as the only area of substantial, mainly contiguous conservation land not presently threatened by population growth.

The Whirinaki Conservation Park is one of New Zealand's most significant natural treasures. The podocarp of the Whirinaki suffered through fifty years of logging. Much of the forest that was clear-felled between 1930 and the late 1970s, although a significant area of both podocarp and other species remains today.

While no clear-felling of podocarp has taken place in the Whirinaki Conservation Park for over twenty years, the forest continues to suffer high levels of damage from introduced pests, such as possum and deer. Current environmental science strongly suspects that these pests are not only killing the native birdlife of the Whirinaki, but hindering the natural regeneration of the podocarp trees themselves. The podocarp is thus under threat and it is of fundamental importance to Ngāti Whare that the Whirinaki survives as a podocarp forest through the twenty-first century and beyond.

The importance of the Whirinaki Conservation Park to Ngāti Whare is demonstrated in a number of ways:

1. As a waahi tapu

Tāne Mahuta

The Whirinaki Conservation Park is significant as a physical representation of Te Mana o Tāne Mahuta, god of the forest and of man. The Whirinaki Conservation Park is Te Wao Nui-ā-Tāne, in the traditional sense of the word: a kainga for numerous species of trees, plants and animals.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Tūwatawata

Ngāti Whare principal maunga, Tūwatawata, is located within the Whirinaki Conservation Park. The following Ngāti Whare whakatauki relates to Tūwatawata and the Whirinaki Conservation Park in general:

Koia hoki mai ki urunga, ki te moenga, ki te paepae tapu a Tane, ki te maunga o Tuwatawata.

Therefore return to the west, to the centre, to the sacred forest of Tane, to the great mountain Tuwatawata.

In addition to Tūwatawata, there are also a number of other maunga within the Whirinaki Conservation Park which comprise important Ngāti Whare pou rāhui. These include Moerangi, Te Tāpiri, Pokapoka, Otoi Tikorangi, Okurapoto, Kopuatoto, Titikorangi, Tiritiri, Otamapotiki and Taumutu. Ngāti Whare oral tradition is recorded in the following korero:

Ka moe a Tūwatawata ia Moerangi ka puta ko Maungataniwha, ki te tonga, ko Mapouriki ki te tai rāwhiti, ko Otoi, ko Tikorangi ki te tai hauauru, ko Titokorangi, ko Rangiahua, ko Tawhiuau. Koinei ētahi o ngā pou rāhui o Te Whāiti-nui-a-Toi. He tāne katoa. Ka moemoe ratau i nga maunga wāhine i te awa o Okahu ka puta ko Otamapotiki, ko Pokapoka, ko Tāpiri, ko Tiritiri, ko Kopuatoto.

Tūwatawata married Moerangi and begat Maungataniwha, to the south, Mapouriki to the east, Otoi, Tikorangi to the west, Titokorangi, Rangiahua and Tawhiuau. These are some of the sacred landmarks of Te Whāiti-nui-a-Toi. They (the mountains) are all male. They married the female mountains up the Okahu river and begat Otamapōtiki, Pokapoka, Tāpiri, Kopuatoto.

Whirinaki River and Te Whāiti-nui-a-Toi Canyon

The Whirinaki River, known traditionally as Whirinaki-a-Tāne, originates within and flows through the Whirinaki Conservation Park.

Ngāti Whare oral tradition is recorded in the following korero:

Ka huri ki te awa tapu o Ngāti Whare, ko Whirinaki. Koinei a Whirinaki-a-Tāne na te mea i timata mai i te Wao-nui-a-Tāne. Nā, i whānau mai ko nga puna wai me nga puna korere, ā, ko nga awaawa koinei ngā tamariki me nga mokopuna a Whirinaki. Ka mene katoa nga awa ki Te Whāiti-nui-a-Toi, ki te riu. Koinei ngā roimata, e tangi ana a Tuwatawata a Moerangi ki wā rāua tamariki kai tenei taha o te awa e noho ana, a Tikorangi, a Maungataniwha a Mapouriki, he tāne katoa. Ka moemoe ratau i nga maunga wāhine i te awa o Okahu ka puta ko Otamapotiki, ko Pokapoka, ko Tapiri, ko Tiritiri, ko

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Kopuatoto heke atu ki te awa o Mangawiri puta atu ki Te Putakotare. Koinei nga pou rāhui o Te Whāiti-nui-a-Toi. He roimata katoa hoki nga awa nei e tangi ana ki wa raua tamariki.

Turn to the sacred river of Ngāti Whare, Whirinaki. This river is known as Whirinaki-a-Tāne because it originates from the Great Forest of Tāne. It gave birth to the various streams and tributaries, and these streams are the children and grandchildren of Whirinaki. All of the streams congregate at The Grand Canyon of Toi, in the valley. These represent the tears of Tuwatawata and Moerangi who weep for their children who are living on this side of river, namely, Tikorangi, Maungataniwha and Mapouriki, they are all males. They married the female mountains up the Okahu river and begat Otamapōtiki, Pokapoka, Tapiri, Kopuatoto descending down to the Mangawiri river and out to Putakotare. These are sacred landmarks of Te Whāiti-nui-a-Toi. These rivers represent the tears of Tuwatawata and Moerangi who weep for their children.

"The Whirinaki River flows through Te Whaiti-nui-a-Toi Canyon within the Whirinaki Conservation Park. It is one of the most sacred sites of Ngāti Whare. Te Whaiti-nui-a-Toi Canyon is the dwelling place of Hineruarangi, kaitiaki (guardian) of Ngāti Whare. In Te Whaiti-nui-a-Toi Canyon there is cave that belongs to Hineruarangi called *Te Ti Whakamarumarutanga o Hineruarangi* or The Sheltering Palm of Hineruarangi."

In Ngāti Whare tradition, Hineruarangi is a *tipua*, or a celestial being, and takes the appearance of a white *kawau* (cormorant, commonly known as a shag). When Ngāti Whare see the white shag flying across the Whirinaki Valley, it is a sign that a Ngāti Whare chief is about to pass away or that a disaster is about to befall the tribe.

The Ngāti Whare oral tradition about Hineruarangi is recorded in the following waiata:

Ko Hineruarangi tera,
Ko Te Whaiti Nui-a-Toi i noho ai te kawau tipua nei
He tohu mate, he tohu aroha ki nga kainga mokemoke o te ngahere
Ka taiawhio te rere ki te Tai hauauru,
Te rua koha e kanapanapa ana i te uma
E kawe ana I tana kotua ki te tonga o te ra.
Nga tohu mate o te tuai Kerekere
He tipua, he taniwha, he tipua, he taniwha
Aue, ko Hineruarangi e.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Arohaki Lagoon

Arohaki Lagoon is a significant area for Ngāti Whare within the Whirinaki Conservation Park. It is known as the place where all the water birds congregate. It is both a sanctuary and nesting place for these birds, and a carefully managed mahinga manu at certain times of the year. Arohaki takes its name from a description of "the taking off of the birds, one by one, circling around". Ngāti Whare consider the lagoon a Tohu, or sign/marker for the area, that the birdlife navigates from. The nearby hill Pukehina is another Ngāti Whare hunting place, where the old Taupo track ran and where significant camp sites could be found. The fish in the lagoon also provided sustenance, with one of the breeds of kokopu being found there.

Mangawiri Basin

The Mangawiri Basin was an area of extremely dense and ancient totara which was tragically felled in the 1970s, an act that has been described by some as an environmental crime. The trees were so large and close together that the area looked like a cathedral, a place of majesty and beauty. The basin is the headwaters of the Mangawiri Stream, which flows north-east to the Whirinaki River, joining it just before the River enters the Kuhawaea plains.

The Mangawiri Basin is within the Whirinaki Conservation Park and is a site of great significance to Ngāti Whare. While originally a rich source of food and resources, it is also a deeply spiritual area being the place most often frequented by the roaming Waewaekau, one of the spiritual guardians or kaitiaki of the wider Te Whaiti-nui-a-Toi area. In ancient times when Ngāti Whare's ancestors walked all over the land they left the turehu (fairy folk) to look after the place. The Waewaekau grew from these long associations and wherever its footprints went it took kaitiaki over the land and still form a part of Ngāti Whare today. The Waewaekau are sometimes described as being half-man and half-beast.

Even today some Ngāti Whare refuse to go to the Mangawiri because of the tapu nature of it, while other Ngāti Whare have hunted there and seen or felt the presence of the Waewaekau. Typically those people who see the Waewaekau are related to them. Their presence can also serve as a Tohu, or sign, about impending death. The Waewaekau serve to protect the taonga of the area.

Korero pakiwaitara about the Waewaekau is remembered by Ngāti Whare today:

He kupu wairua, kapea mai i te ao kohatu
Na nga Waewaekau tipuna i takina ki roto hae pupuri ake
i te mauri tapu ki te hau kainga
anei ra ko Te Whaiti Nui a Toi, whenua kite.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Moe oki oki i koutou e hiki na ki te mate
I te po o rangatira
Aue ko aku kurupounamu
Ngāti Whare hunga korero
Hunga taonga, hunga tangata ki te po.

Other Sites of Significance

There are numerous other sites of great significance to Ngāti Whare within the Whirinaki Conservation Park comprising waahi tapu, pa, kainga and mahinga kai.

These sites include:

- Pa: Okarea, Te Tapiri, Hapuawai, Mahunga Kuri, Oromaitake, Papouri Pa, Tuhoë-Ariki and Te Wairoa.
- Kainga: Kaikihikihi, Manganui, Maukora, Popotehe, Te Pakarutanga, Te Rautaki and Te Waiariki.
- Waahi tapu: Te Wai-Karakia-a-Wharepakau, Te Ana-a-Wharepakau, Te Whare-o-te-Atua and Tupurupuru urupa.
- Mahinga kai: Okurapoto, Otuawairua, Parori, Pukehou, Puketapu, Tangitu, Te Akau, Te Raena/Te Raenga, Whakakirikiri, Hawera and Tiritiri.

2. As part of Ngāti Whare's traditional rohe

Ngāti Whare's traditional rohe encompasses the Whirinaki Conservation Park.

The eponymous ancestor of Ngāti Whare, Wharepakau, with the help of his nephew Tangiharuru conquered the Rangitaiki and Whirinaki districts approximately 16 generations ago.

Wharepakau and Tangiharuru began their migration to the area by travelling from Ahuahu to Wharepuhunga. From there, they moved to Oruamatua, to Otamarakau and then to Te Awa-Tarariki. It was here at Te Awa-Tarariki that they decided to go inland to the Rangitaiki Plains. They followed the Tarawera River from Putauaki mountain to the Rangitaiki River where they defeated Te Marangaranga. They then proceeded inland, following the Rangitaiki River to Tawhiuau mountain. It was here that Wharepakau and Tangiharuru parted company and Wharepakau proceeded further inland, following the Whirinaki River to Te Whaiti Nui-a-Toi. Their conquests throughout their migration resulted in Wharepakau and Tangiharuru occupying the lands between the Whirinaki Valley and the Kaingaroa Plains, including the lands comprising the Whirinaki Conservation Park. From that time, 16 generations ago, to the present day, Ngāti Whare have maintained their associations with these lands.

3. As a pataka kai

Ngāti Whare oral tradition records *te takina nekeneke*, the migration of whanau and hapu to certain parts of the forest in order to hunt and gather food resources:

Ko ngā tāngata o tērā wā kāre e tino roa i tētahi wāhi ka āhua pau haere ngā kai ka huri ki tētahi wāhi atu. Koinei te takina nekeneke, ana, ko te whai haere i ngā wāhi kai. I timata mai rātau i Tuwatawata, i Minginui ka haramai ki Te Āpū ki Rautahi ki Tauwharekopua. Kua nekeneke haere ki te kimi kāinga i raro o Titokorangi, Wekanui me Rangiahua, i muri mai ka heke haere rātau ki Ngāputahi. I noho hapū rātau ka noho i te taha o ngā awa nei ko Whirinaki, Mangamate me Otuwairua. Mutu ana wā rātau mahi ka whakarāhuitia e rātau aua wāhi kia kore e kōhuruhia te kai kia kore e pau rānō te kai. Mā te tohunga rānō hai mahi i aua wāhi kia kore hoki e tere pau ngā kai.

The people of that time would not stay very long at a particular place and when the food resources were low at that place they would migrate to another area (where the food was more abundant). This is what I mean by how they moved around in groups in search of the food producing forests. They began at Tuwatawata and went on to Minginui and then continued towards Te Āpū, Rautahi and Tauwharekopua. They then moved around (the area) looking for dwelling places below Titokorangi, Wekanui and Rangiahua. After this they descended towards Ngāputahi. They dwelled together in clans and occupied areas beside the rivers like Whirinaki, Mangamate and Otuwairua. When they had finished bird-hunting they placed prohibitions upon those hunting-grounds so that the food resources would not be abused and depleted. It was left for the high-priest to place prohibitions upon those areas so that the food-resources could be conserved.

Ngāti Whare oral tradition also records that the blossoming of the forest was, for Ngāti Whare, an indicator of the seasonal calendar:

Ka titiro rātau ki ngā rākau, ki ngā manu, hai tohu mo ngā maramataka. He rerekē te maramataka Māori ki te maramataka Pākeha, ko ngā tohu kē ko te hua o ngā rakau. Kai kona anō ngā tohu ko te haramai o ngā manu o waho pēnei i te koekoeā, te pīpīwharauoa. Ka tau mai rāua ki konei e haruru ana ngā waha, kua pai te mahi kākā, koirā ngā tohu kua mōmona te tuna. Ka wherowhero mai ana te rātā he tohu tēnei mo te hua o ngā kai.

They observed the trees and the birds as signs of the seasonal calendars. The Māori seasonal calendar is different to the Pākeha calendar, there are signs like the blossoming of the trees. There were many other signs that they observed such as the arrival of migratory birds such as the long-tailed cuckoo and the shining cuckoo. When those two birds land here their voices may be heard loud and clear, and that is a sign that it is the season for hunting the

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brown parrot and that the eels are fat. When the rātā tree blossoms this is also a sign that the food (of the forest) is ready.

Ko ngā maramataka o Te Whaiti-nui-a-Toi, ko te nekeneke rārangi tahi, a, i mahi tēnei nekeneke ia rima tau, whitu tau rānei ki Te Whaiti-nui-a-Toi.

The seasonal calendars of Te Whāiti-nui-a-Toi, the rarangi tahi cycle, occurred every five to seven years at Te Whāiti-nui-a-Toi.

Ngāti Whare have always acknowledged that with their use of the Whirinaki Conservation Park comes a responsibility to ensure the protection and maintenance of the resources. This is demonstrated in the following Ngāti Whare whakatauki which is about the seasonal bird-hunting cycle they used to follow:

He whenua pua, ko te puawai o te kai. He whenua puehu, ka kore tātau e kaha ki te tiaki i wēnei whenua, ana ka puehu.

The land which is frequented by birds, this refers to the abundance of the food resources. The land which turns to dust, if we are not careful in conserving our land, the result will be that it will turn to dust.

The traditional practice of te takina nekeneke is an exercise of Ngāti Whare's status and role as kaitiaki.

ATTACHMENT C

NGĀTI WHARE STATEMENT OF ASSOCIATION

WHIRINAKI RIVER AND TRIBUTARIES

The following Statement of Association by Ngāti Whare applies to the Whirinaki River and its tributaries as identified in the map in Schedule [x]. (

Ko Tuwatawata te maunga

Ko Whirinaki te awa

Ko Wharepakau te tangata

Ko Ngāti Whare te iwi

The Whirinaki River, known traditionally as Whirinaki-a-Tāne, originates within and flows through the Whirinaki Conservation Park.

The rohe of Ngāti Whare includes the Whirinaki River and its tributaries. The principal tributaries of the Whirinaki River include the Taumutumutu, Waikakaiti, Waikakanui, Mangamate (upper), Te Waiatiu, Moerangi, Poiatangata, Waikinaki o Wharepakau, Tunakapakapa, Minginui, Mangamate (middle), Lower Okahu, Hukitawa, Tutaengaro, Takahia, Waikotikoti, Upper Okahu, Kopikopiko, Tuwhare, Mangakino, Otaiharuru, Haungaroa and Mangawiri Streams.

The traditions of Ngāti Whare illustrate the cultural, historical and spiritual association of Ngāti Whare to the Whirinaki River, which is sacred to Ngāti Whare. To Ngāti Whare, the Whirinaki River is a single indivisible entity that includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, fisheries, vegetation, floodplains, wetlands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri.

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Over many generations, Ngāti Whare have developed tikanga which embody their respect for the Whirinaki River and all life and resources within it. The Whirinaki River has customarily had an important role in sustaining the people of Ngāti Whare physically and spiritually.

Ngāti Whare oral tradition is recorded in the following korero:

Ka huri ki te awa tapu o Ngāti Whare, ko Whirinaki. Koinei a Whirinaki-a-Tāne na te mea i timata mai i te Wao-nui-a-Tāne. Nā, i whānau mai ko nga puna wai me nga puna korere, ā, ko nga awaawa koinei ngā tamariki me nga mokopuna a Whirinaki. Ka mene katoa nga awa ki Te Whāiti-nui-a-Toi, ki te riu. Koinei ngā roimata, e tangi ana a Tuwatawata a Moerangi ki wā rāua tamariki kai tenei taha o te awa e noho ana, a Tikorangi, a Maungataniwha a Mapouriki, he tāne katoa. Ka moemoe ratau i nga maunga wāhine i te awa o Okahu ka puta ko Otamapōtiki, ko Pokapoka, ko Tapiri, ko Tiritiri, ko Kopuatoto heke atu ki te awa o Mangawiri puta atu ki Te Putakotare. Koinei nga pou rāhui o Te Whāiti-nui-a-Toi. He roimata katoa hoki nga awa nei e tangi ana ki wa raua tamariki.

Turn to the sacred river of Ngāti Whare, Whirinaki. This river is known as Whirinaki-a-Tāne because it originates from the Great Forest of Tāne. It gave birth to the various streams and tributaries, and these streams are the children and grandchildren of Whirinaki. All of the streams congregate at The Grand Canyon of Toi, in the valley. These represent the tears of Tuwatawata and Moerangi who weep for their children who are living on this side of river, namely, Tikorangi, Maungataniwha and Mapouriki, they are all males. They married the female mountains up the Okahu river and begat Otamapōtiki, Pokapoka, Tapiri, Kopuatoto descending down to the Mangawiri river and out to Putakotare. These are sacred landmarks of Te Whāiti-nui-a-Toi. These rivers represent the tears of Tuwatawata and Moerangi who weep for their children.

“The Whirinaki River flows through Te Whaiti-nui-a-Toi Canyon within the Whirinaki Conservation Park. It is one of the most sacred sites of Ngāti Whare. Te Whaiti-nui-a-Toi Canyon is the dwelling place of Hineruarangi, kaitiaki (guardian) of Ngāti Whare. In Te Whaiti-nui-a-Toi Canyon there is cave that belongs to Hineruarangi called *Te Ti Whakamarumarutanga o Hineruarangi* or The Sheltering Palm of Hineruarangi.”

In Ngāti Whare tradition, Hineruarangi is a *tipua*, or a celestial being, and takes the appearance of a white *kawau* (cormorant, commonly known as a shag). When Ngāti

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Whare see the white shag flying across the Whirinaki Valley, it is a sign that a Ngāti Whare chief is about to pass away or that a disaster is about to befall the tribe.

The Ngāti Whare oral tradition about Hineruarangi is recorded in the following waiata:

Ko Hineruarangi tera,
Ko Te Whaiti Nui-a-Toi i noho ai te kawau tipua nei
He tohu mate, he tohu aroha ki nga kainga mokemoke o te ngahere
Ka taiawhio te rere ki te Tai hauauru,
Te rua koha e kanapanapa ana i te uma
E kawe ana I tana kotua ki te tonga o te ra.
Nga tohu mate o te tuāi Kerekere
He tipua, he taniwha, he tipua, he taniwha
Aue, ko Hineruarangi e.

The water, fisheries and other natural resources that the Whirinaki River and its tributaries sustain are of extreme cultural significance to Ngāti Whare. They contain a number of important awaawa mahinga kai (water resource) sites where kokopu (native trout), koura (freshwater crayfish), tuna (eel), whio (blue mountain duck) and parera (native duck) were customarily caught.

In addition to Te Whaiti-nui-a-Toi Canyon, other sites of significance on the Whirinaki River and its tributaries include Te Takanga-a-Wharepakau, Te Wai-karakia-a-Wharepakau, and Te Ana-a-Wharepakau.

Te Wai-karakia a Wharepakau is a small pool on the Whirinaki River situated northwest of Minginui. The name means "the water where Wharepakau recited his prayers". It is a place where Wharepakau recited sacred incantations here to invoke the atua.

At a point along the Whirinaki River, northwest of Minginui there are cliffs known as Te Takanga a Wharepakau or Te Rerenga a Wharepakau. This is the point where Wharepakau fell from the cliffs into the river and died.

Te Ana-a-Wharepakau (the cave of Wharepakau) is a cave located at a confluence in the upper Whirinaki River. Wharepakau lived for a time at this cave after his conquest of Te Marangaranga.

ATTACHMENT D

NGĀTI WHARE STATEMENT OF ASSOCIATION

TE UREWERA NATIONAL PARK

The following Statement of Association by Ngāti Whare applies to specified and discrete areas of Te Urewera National Park on the eastern boundary and north-eastern areas of the Area of Interest, by recognition of the following areas, as identified in the map in Schedule [x], including:

- a. maunga and wāhi tapu of significance located along the western margin of Te Urewera National Park where it abuts the eastern boundary of the Whirinaki Conservation Park and extending northwards along the Ikawhenua Range; and
- b. the separate "island" of Te Urewera National Park land which straddles State Highway 38 west of Te Whāiti, adjacent to the Whirinaki Conservation Park and Waikotikoti Marae.

Ngāti Whare's traditional rohe extends eastwards from the Whirinaki Conservation Park to and along the Tarapounamu Ridge, a long-standing boundary corridor between Ngāti Whare and Ngai Tuhoe. The traditions of Ngāti Whare illustrate the cultural, historical and spiritual association of Ngāti Whare to this area and it remains an area of significant importance to Ngāti Whare.

This area of Te Urewera National Park comprises all or part of the following land blocks in which Ngāti Whare has customary interests: Hikurangi-Horomanga, Tawhiuau, Tiritiri, Otairi, Maraetahia, Te Whaiti and Tarapounamu-Matawhero.

The Ngāti Whare hapu with particular customary associations with this area are Ngai Te Au, Ngāti Mahanga, Ngāti Te Karaha, Ngāti Whare ki Nga Potiki, Warahoe ki te Whaiti and Ngāti Hamua ki te Whaiti.

Ngāti Whare's association with this area dates back to the conquest by Wharepakau and Tangiharuru of Te Marangaranga. Following the conquest various Te Marangaranga pa were settled by Ngāti Whare and additional pa and kainga were established in the area by Ngāti Whare. These pa, over which Ngāti Whare view themselves as kaitiaki, include Kokotahi, Otihi, Whareraureku, Oputara, Oirakau, Haere-a-muri, Te Rourou and Popotehe.

The area was abundant with mahinga kai and Ngāti Whare exercised their tikanga of te takina nekeneke - their seasonal hunting practice - throughout the area. As well

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as permanent occupation sites, there are many waahi tapu and seasonal hunting and food gathering sites in this area.

Over many generations, Ngāti Whare have developed tikanga which embody their respect for the forest and resources within this area, which has always had an important role in sustaining the people of Ngāti Whare physically and spiritually.

Maunga of particular significance to Ngāti Whare within this area include Paewhakataratara, Tarapounamu, Whakaipu, Mapouriki, Maungataniwha, Pukerimu and Tawhiuau.

Awa of particular significance to Ngāti Whare within this area include the Whirinaki River, the Horomanga River, the Okahu Stream, the Waikotikoti Stream and the Kopikopiko Stream.

The nature of Ngāti Whare's particular association with a number of the sites of significance in this area is as follows:

- **Te Rourou:** Te Rourou is where Wharepakau and Tangiharuru encountered and commenced their conquest of Te Marangaranga.
- **Te Ana Kai-Tangata a Wharepakau:** Te Ana Kai-Tangata a Wharepakau (the man eating cave of Wharepakau) is a cave near to Te Rourou. It was at that cave that Wharepakau recited a hypnotic incantation which pacifies the anger within peoples' minds.
- **Kahurangi:** Kahurangi is an urupa associated with Ngāti Whare.
- **Kaitangikaka:** Kaitangikaka was a Ngāti Whare seasonal occupation site associated with bird hunting, particularly kaka and kereru.
- **Oputara:** Oputara is a pa that was occupied by Ngāti Whare after the sacking by Crown forces of Te Harema/Ahikereru in 1869.
- **Otaiharuru:** Otaiharuru is a Ngāti Whare occupation site which contains a urupa.
- **Popotehe:** Popotehe was a kainga pumau or permanent occupation site of Ngāti Whare.
- **Te Herenga-a-Te Karaha:** This is the site where Karaha, descendant of Wharepakau and eponymous ancestor of the Ngāti Te Karaha hapu of Ngāti Whare, was killed.
- **Te Onepu:** Te Onepu was a kainga huihui or gathering place for Ngāti Whare.
- **Paraparaumu:** Paraparaumu is a pa to which Ngāti Whare moved after the second fall of Okarea. It is associated with Te Amo of Ngāti Whare. It was at

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Paraparaumu that Ngāti Whare entered into a Peace Agreement after the expulsion of Ngāti Pukeko in the 1830s.

- **Pukerimu:** Pukerimu is a bird hunting site where there were tutu, tawa and rimu trees that attracted the kaka.
- **Otairi kainga:** Otairi kainga is a seasonal kainga used by Ngāti Whare for bird hunting. It is associated with the Ngai Te Au hapu of Ngāti Whare.
- **Paewhakataratara:** Paewhakataratara is a mountain range of significance to Ngāti Whare. The associated Ngāti Whare hapu is Ngai Te Au and the awa is Mangamate. Te Au is the man and Hikaparatai is the ancestor.
- **Tarapounamu:** Tarapounamu, which is a mountain range that separates Te Whaiti from Ruatahuna, was the home of Te Whatanui and Tamehana Pihopa of Ngāti Whare. Ngāti Whare oral tradition records that Rakautawhia, an ancestor of Ngāti Whare, hunted *kereru* at Tarapounamu. Fastened to the end of his spear was a piece of *pounamu* or greenstone that acted as its spearhead. Rakautawhia lost the greenstone spearhead when it became lodged in a *kereru* while hunting. The *kereru* flew off and Rakautawhia followed it all the way to Mount Tarawera where he finally caught the bird again and retrieved his greenstone. It is from this episode that Tarapounamu (the greenstone spearhead) received its name.
- **Otairi:** Otairi is a pou rahui and maunga of significance to Ngāti Whare. The associated Ngāti Whare hapu is Ngāti Te Karaha, and the awa are Otaiharuru and Mangakino. Te Karaha is the man and Te Katau is the ancestor.
- **Tawhiuau:** Tawhiuau is a pou rahui and maunga of significance to Ngāti Whare.
- **Mapouriki:** The Mapouriki is a pou rahui and maunga of significance to Ngāti Whare. Mapouriki is a male child of Tuwatawata and Moerangi. This maunga is particularly sacred to the Ngāti Whare hapu of Ngāti Whare ki Nga Potiki. The associated awa is Okahu. Tamatea kai Taharua is the man and Iwi Koru (the son of Wharepakau) is the ancestor.
- **Maungataniwha:** Maungataniwha is a pou rahui and maunga of significance to Ngāti Whare. Maungataniwha is a male child of Tuwatawata and Moerangi and he is their eldest child. It is from the area of Maungataniwha that Ngāti Whare's awa tapu (sacred river) - Te Whirinaki a Tane begins. Maungataniwha's domain is the main pataka kai (food gathering place) for Ngāti Whare.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- *Te Whare Poupou o te Marama:* Te Whare Poupou o te Marama is a high point on a maunga of the same name which rises to an elevation point of 684 metres above sea level. The pa site itself was a pa site of Te Marangaranga and was conquered by Ngāti Whare during the time of Wharepakau. It is also a kainga of Ngāti Whare.

1.2 PART 2: FISHERIES PROTOCOL

(Clause 5.23.2)

NGĀTI WHARE FISHERIES PROTOCOL

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

[date]

1 INTRODUCTION

1.1 Ko Tūwatawata te Maunga,
Ko Whirinaki te Awa,
Ko Wharepakau te Tangata,
Ko Ngāti Whare te Iwi.

1.2 Ngāti Whare's vision for the future is centred on the following five fundamental principles:

- 1.2.1 He Tapu Te Whirinaki - The Sacredness of the Whirinaki;
- 1.2.2 Kia Mau te Manamotuhake a Wharepakau - Political Development;
- 1.2.3 Kia Mau te Mana o Wharepakau - Cultural Development;
- 1.2.4 Manaaki te Katoa - Economic Development; and
- 1.2.5 Awhi Nga Uri o Wharepakau - Social Development.

1.3 Ngāti Whare has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries in the Ngāti Whare Fisheries Protocol Area (the "**Fisheries Protocol Area**"). This is inextricably linked to whakapapa and has significant cultural, spiritual and traditional importance. Ngāti Whare considers that the Fisheries Protocol Area is within the traditional rohe of Ngāti Whare. It is a culturally and spiritually significant place to the people of Ngāti Whare and the area over which they exercise their kaitiakitanga.

1.4 In clause [5.4] of the Deed of Settlement dated [8 December 2009] between Ngāti Whare and the Crown (the "**Deed of Settlement**"), the Crown has provided Ngāti Whare with redress relating to the co-management of the Whirinaki Conservation Park (commonly referred to as Whirinaki Forest Park). The co-management arrangements are at the centre of Ngāti Whare's settlement redress. Ngāti Whare desires that, wherever appropriate, other settlement redress will be implemented on an integrated basis to ensure the cohesive and co-ordinated management of resources in Ngāti Whare's rohe.

2 PURPOSE

2.1 The Crown, through the Minister of Fisheries (the "**Minister**") and Chief Executive of the Ministry of Fisheries (the "**Chief Executive**"), recognises that:

2.1.1 Ngāti Whare as tangata whenua are entitled to ongoing input and participation in fisheries management processes that affect fish stocks in the

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Fisheries Protocol Area and that are managed by the Ministry of Fisheries (the "Ministry") under the Fisheries Act 1996. Such input and participation will be meaningful and include the provision for early engagement; and

- 2.1.2 Ngāti Whare have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 2.2 Under the Deed of Settlement, the Crown agreed that the Minister would issue a Fisheries Protocol (the "Fisheries Protocol") setting out how the Ministry will interact with Te Rūnanga o Ngāti Whare in relation to matters specified in the Protocol. These matters are:
- 2.2.1 recognition of the rights and interests of Ngāti Whare in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;
 - 2.2.2 development of sustainability measures, fisheries regulations and fisheries plans;
 - 2.2.3 management planning;
 - 2.2.4 support for customary non-commercial fisheries management;
 - 2.2.5 research planning;
 - 2.2.6 the nature and extent of fisheries services;
 - 2.2.7 contracting for services;
 - 2.2.8 employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 2.2.9 provision of advice to decision-makers under the Resource Management Act 1991 concerning issues of mutual interest related to the tuna/eel fishery;
 - 2.2.10 information sharing;
 - 2.2.11 consultation;
 - 2.2.12 rahui;
 - 2.2.13 dispute resolution;

- 2.2.14 review and amendment; and
- 2.2.15 changes to policy and legislation affecting this Protocol.
- 2.3 The matters listed in clause 2.2 relating to fisheries management processes, sustainability measures, regulations, plans, research planning and services refer to those conducted by the Ministry.
- 2.4 The Ministry and Te Rūnanga o Ngāti Whare are seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/Treaty of Waitangi guide this Protocol and provide the basis for the relationship between the parties to this Fisheries Protocol. The relationship created by this Fisheries Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 2.5 The Ministry and Te Rūnanga o Ngāti Whare are also committed to establishing and maintaining a positive, co-operative and enduring relationship in relation to the Fisheries Protocol Area and fisheries resources within the Protocol Area.
- 2.6 For the purposes of this Fisheries Protocol, Te Rūnanga o Ngāti Whare is the body representative of the whānau, hapū and iwi of Ngāti Whare who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area.

3 GOVERNING PRINCIPLES

- 3.1 Te Rūnanga o Ngāti Whare, the Minister, and the Chief Executive agree to abide by the following relationship principles when implementing this Protocol and exercising their various roles and functions under this Protocol:
- 3.1.1 A spirit of co-operation and good faith;
- 3.1.2 early engagement on the matters specified in clause 11 of this Protocol;
- 3.1.3 consultation or notification on other matters specified in this Protocol that affect the fisheries interests of Ngāti Whare;
- 3.1.4 a "no-surprises" approach;
- 3.1.5 acknowledgement that the relationship is evolving, not prescribed;
- 3.1.6 respect for the independence of the parties and their individual mandates, roles and responsibilities within the Fisheries Protocol Area;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

3.1.7 ensuring the relationship is consistent with the Treaty of Waitangi and its principles; and

3.1.8 commitment to establishing and maintaining a positive, co-operative and enduring relationship that actively contributes to the spiritual and physical health and well-being of Ngāti Whare.

4 NGĀTI WHARE FISHERIES PROTOCOL AREA

4.1 This Fisheries Protocol applies across the Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Protocol.

5 TERMS OF ISSUE

5.1 This Protocol is issued pursuant to section [insert number] of the [insert the name of the Settlement Legislation] (the “Settlement Legislation”) and clause [5.23] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

5.2 This Fisheries Protocol must be read subject to the terms of issue set out in clauses [5.27 and 5.28] of the Deed of Settlement.

6 IMPLEMENTATION, APPLICATION AND SCOPE

6.1 The Ministry will meet with Te Rūnanga o Ngāti Whare to agree a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:

6.1.1 any matters raised in this Protocol;

6.1.2 reporting processes to be put in place, for example an annual report to be provided by the Ministry to Te Rūnanga o Ngāti Whare;

6.1.3 the development of an implementation plan that sets out the Ministry's obligations to Te Rūnanga o Ngāti Whare arising from this Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and

6.1.4 review processes for this Protocol.

6.2 The implementation strategy described in clause 6.1 of this Protocol will have effect from the date specified in the strategy.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 6.3 The Ministry and Te Rūnanga o Ngāti Whare will establish and maintain effective and efficient communication with each other on a continuing basis, by;
- 6.3.1 Te Rūnanga o Ngāti Whare providing, and the Ministry maintaining, information on the office holders of Te Rūnanga o Ngāti Whare, addresses and contact details;
 - 6.3.2 the Ministry providing and Te Rūnanga o Ngāti Whare maintaining information on primary Ministry contacts;
 - 6.3.3 providing reasonable opportunities for Te Rūnanga o Ngāti Whare and Ministry managers and staff to meet with each other (as agreed in the implementation plan), including arranging meetings to discuss and (if possible) resolve any issues that have arisen; and
 - 6.3.4 the Ministry identifying staff positions that will be working closely with Te Rūnanga o Ngāti Whare to inform those staff of the contents of this Protocol and their roles and responsibilities under it.
- 6.4 The Ministry will:
- 6.4.1 as far as reasonably practicable, provide Te Rūnanga o Ngāti Whare the opportunity to train relevant Ministry staff on their values and practices, and provide ongoing training as required;
 - 6.4.2 inform Te Rūnanga o Ngāti Whare of any Ministry university holiday employment opportunities or student research project opportunities relating to the Fisheries Protocol Area; and
 - 6.4.3 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

7 NGĀTI WHARE OBJECTIVES AND ROLE

- 7.1 As relevant to fisheries, Ngāti Whare's objectives in relation to the Fisheries Protocol Area and its fisheries resources include:
- 7.1.1 the restoration and protection of the health and wellbeing of fisheries resources and waterways within the Fisheries Protocol Area;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 7.1.2 the restoration and protection of the economic, social, cultural and spiritual relationship of Ngāti Whare and the fisheries resources and waterways within the Fisheries Protocol Area;
 - 7.1.3 the integrated, holistic and co-ordinated approach to the management of the natural, physical, cultural and historical resources of Ngāti Whare;
 - 7.1.4 the adoption of a precautionary approach towards decisions that may result in adverse effects on waterways and fisheries resources within the Fisheries Protocol Area, and in particular those effects that threaten serious or irreversible damage to those waterways and fisheries resources;
 - 7.1.5 the recognition and avoidance of adverse effects, including cumulative effects, of activities undertaken in, on, or adjacent to, waterways within the Fisheries Protocol Area on the health and wellbeing of those waterways and their fisheries resources;
 - 7.1.6 the protection and enhancement of significant sites, fisheries, flora and fauna. Key fisheries species to Ngāti Whare include, but are not limited to long and short finned tuna (eels); kokopu; matamoe; raumahe; marearea; koura; and
 - 7.1.7 the application to the above of both mātauranga Māori and the latest available scientific methods.
- 7.2 As relevant to fisheries, Ngāti Whare's role in respect of the management of fisheries issues relating to the Fisheries Protocol Area and its fisheries resources includes:
- 7.2.1 the preservation, protection and management of fisheries resources within the Fisheries Protocol Area in accordance with Ngāti Whare tikanga;
 - 7.2.2 input into policy, planning and decision making processes regarding matters set out in the Fisheries Protocol;
 - 7.2.3 information sharing.
- 7.3 The Crown and Te Rūnanga o Ngāti Whare agree that the Ngāti Whare objectives and role set out in clauses 7.1 and 7.2:
- 7.3.1 are intended only to provide a context for this Protocol;
 - 7.3.2 do not affect how the Minister, Chief Executive and the Ministry will exercise their powers, functions and duties in relation to the matters specified in this Protocol; and

7.3.3 do not prevent the Minister, Chief Executive and the Ministry from interacting with other iwi or hapu with interests in the Fisheries Protocol Area.

8 MINISTRY OBJECTIVES AND ROLE

8.1 The obligations of the Ministry in respect of fisheries are to provide for the utilisation of fisheries resources while ensuring ecological sustainability, to meet Te Tiriti o Waitangi/Treaty of Waitangi and its principles, to meet international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.

8.2 The Minister and the Chief Executive have certain functions, powers and duties in terms of the Fisheries Legislation and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngāti Whare and the Ministry consistent with the Ministry's obligations as set out in clause 8.1, this Protocol sets out how the Ministry, the Minister and the Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, Te Rūnanga o Ngāti Whare will have meaningful and ongoing input and participation in the policy, planning and decision-making processes relating to the matters set out in this Protocol.

8.3 The Ministry will advise Te Rūnanga o Ngāti Whare whenever it proposes to consult with a hapū of Ngāti Whare or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect the interests of Ngāti Whare.

9 RANGITAIKI RIVER REDRESS

9.1 The Minister, the Chief Executive and the Ministry acknowledge that [clauses 5.47-5.51] of the Deed of Settlement provides for further negotiation between the Crown and Te Rūnanga o Ngāti Whare on the development of river redress relating to the Rangitaiki River.

9.2 The Minister, the Chief Executive and the Ministry accordingly agree that when the terms of such Rangitaiki River redress are agreed between the Crown and Te Rūnanga o Ngāti Whare, this Protocol will be amended to the extent necessary to reflect the agreements reached in relation to the Rangitaiki River.

10 SPECIES OF FISH, AQUATIC LIFE AND SEAWEED

Tuna / Eels

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 10.1 The Minister, the Chief Executive and the Ministry recognise that Te Rūnanga o Ngāti Whare has both a commercial and customary non-commercial interest in the tuna/eel fishery within the Fisheries Protocol Area and in particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna. The Ministry will explore with Te Rūnanga o Ngāti Whare how it might assist, within existing policy and legal frameworks and with available resources, any Ngāti Whare proposals for the enhancement of the tuna/eel fishery.
- 10.2 In each of the three years after the Settlement Date, upon written notice that Te Rūnanga o Ngāti Whare intends to apply to the Chief Executive for a special permit under section 97 of the Fisheries Act 1996, Ministry staff shall meet with representatives of Te Rūnanga o Ngāti Whare at a mutually acceptable venue, and consult with Te Rūnanga o Ngāti Whare on the following:
- 10.2.1 the maximum quantity of undersized tuna/eel that is likely to be permitted to be taken under section 97 of the Fisheries Act 1996 (the "Permitted Catch") from each of not more than three sites within the Fisheries Protocol Area specified by Te Rūnanga o Ngāti Whare to the Ministry in writing (up to a maximum of nine sites during the three year period after the Settlement Date); and
- 10.2.2 the likely conditions of any Permitted Catch, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch in:
- (a) waterways in the Fisheries Protocol Area; and
- (b) aquaculture farms.
- 10.3 In recognition of the particular importance of tuna/eel fisheries to Te Rūnanga o Ngāti Whare, the Ministry will consider, in accordance with relevant legislation and operational processes, any application from Te Rūnanga o Ngāti Whare for a special permit to take undersized tuna (elvers or glass eels) from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 10.4 The Fisheries Protocol shall not operate to create any expectation that a special permit or any other authorisation to extract or farm tuna will be granted.
- 10.5 For the purposes of clauses 10.1 to 10.4:
- 10.5.1 tuna/eel is defined as:
- (a) *Anguilla dieffenbachii* (long finned eel);

(b) *Anguilla australis* (short finned eel); and

(c) *Anguilla rheinhartii* (Australian long finned eel); and

10.5.2 undersized tuna/eel is tuna/eel with a weight less than the minimum weight prescribed for the taking of tuna/eel by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

11 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS, FISHERIES PLANS AND CONSULTATION ON SPECIES WITHIN THE FISHERIES PROTOCOL AREA

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

11.1.1 provide Te Rūnanga o Ngāti Whare with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of Fisheries Plans;

11.1.2 inform Te Rūnanga o Ngāti Whare, in writing, of any proposed changes in relation to the Fisheries Protocol Area with regard to the:

(a) setting of sustainability measures;

(b) making of fisheries regulations; and

(c) development/implementation of Fisheries Plans;

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

11.1.3 provide Te Rūnanga o Ngāti Whare at least 30 working days from receipt of the written information described in clause 11.1.2 in which to respond, verbally or in writing, to any such proposed changes;

11.1.4 consult with Te Rūnanga o Ngāti Whare to discuss any proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, if requested by Te Rūnanga o Ngāti Whare to do so;

11.1.5 incorporate the views of Te Rūnanga o Ngāti Whare into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, that affect Ngāti Whare's interests, and provide a copy of that advice to Te Rūnanga o Ngāti Whare as soon as reasonably practicable; and

11.1.6 report back to Te Rūnanga o Ngāti Whare within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans, either in writing or in person.

12 MANAGEMENT PLANNING

12.1 Te Rūnanga o Ngāti Whare will develop a fisheries management plan that relates to the Fisheries Protocol Area. The Ministry will assist Te Rūnanga o Ngāti Whare, with the resources available to the Ministry, to develop a fisheries management plan that relates to the Fisheries Protocol Area.

12.2 The parties agree that the plan will address:

12.2.1 the objectives of Te Rūnanga o Ngāti Whare for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;

12.2.2 participation of Te Rūnanga o Ngāti Whare in fisheries management in the Fisheries Protocol Area;

12.2.3 the integrated management of the customary, commercial and recreational fishing interests of Te Rūnanga o Ngāti Whare in the Fisheries Protocol Area; and

12.2.4 participation of Te Rūnanga o Ngāti Whare in the Ministry's sustainability processes that affect fisheries resources in the Fisheries Protocol Area.

12.3 The parties agree to meet as soon as reasonably practicable after the effective date to discuss:

12.3.1 the content of the fisheries management plan, including how the plan will legally express, protect, and recognise the mana of Ngāti Whare ; and

12.3.2 ways in which the Ministry will work with Te Rūnanga o Ngāti Whare to develop and review the plan.

13 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

13.1 The Ministry undertakes to provide Te Rūnanga o Ngāti Whare with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include:

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

13.1.2 provision of any reasonably available background information, research and records relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area; and

13.1.3 training Te Runanga o Ngāti Whare to enable them to administer and implement the regulations within the Fisheries Protocol Area.

14 REGIONAL IWI FORUMS

14.1 The Ministry and the Chief Executive acknowledge the value that iwi may add to the management of fisheries resources and is committed to working with iwi to establish regional iwi forums.

14.2 The Ministry will provide Te Rūnanga o Ngāti Whare with the opportunity to participate in the development and operation of a regional iwi forum where the Ministry is seeking to establish that forum in an area that will include the Fisheries Protocol Area.

14.3 The purpose of Te Rūnanga o Ngāti Whare's involvement in the regional iwi forum will be to enable Ngāti Whare to have input into and participate in processes to address sustainability measures, fisheries regulations and fisheries plans in relation to an area that includes the Fisheries Protocol Area.

14.4 Te Rūnanga o Ngāti Whare and the Ministry agree to explore options for improving input by iwi with freshwater fisheries interests into fisheries management processes.

15 RESEARCH PLANNING PROCESS

15.1 The Ministry will assist Te Rūnanga o Ngāti Whare to participate in the Ministry's research planning process by:

15.1.1 providing Te Rūnanga o Ngāti Whare with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry;

15.1.2 informing Te Rūnanga o Ngāti Whare on all research proposals commissioned by the Ministry having an effect on the Fisheries Protocol Area. The Ministry will enable the participation of Te Rūnanga o Ngāti Whare in Research Planning Rounds by registering a representative in the Ministry's Research Planning Groups. Te Rūnanga o Ngāti Whare's representative will receive full documentation concerning the Research Planning Group meetings and will be able to attend and participate in these meetings; and

15.1.3 providing Te Rūnanga o Ngāti Whare, within 30 working days of the execution of the Fisheries Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time; the Ministry will inform Te Rūnanga o Ngāti Whare about those changes.

16 NATURE AND EXTENT OF FISHERIES SERVICES

16.1 The Ministry will each year consult with Te Rūnanga o Ngāti Whare on the Ministry's annual business plan.

16.2 The Ministry will provide Te Rūnanga o Ngāti Whare with the opportunity to put forward proposals for the provision of services that Te Rūnanga o Ngāti Whare deem necessary for the management of fisheries within the Fisheries Protocol Area.

17 CONTRACTING FOR SERVICES

17.1 The Ministry will consult with Te Rūnanga o Ngāti Whare in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.

17.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Ngāti Whare, and may be achieved by one or more of the following:

17.2.1 the Ministry may notify Te Rūnanga o Ngāti Whare of a contract for fisheries services;

17.2.2 the Ministry may notify Te Rūnanga o Ngāti Whare of an invitation to tender for fisheries services; and

17.2.3 the Ministry may direct a successful contractor to engage with Te Rūnanga o Ngāti Whare as appropriate, in undertaking the relevant fisheries services.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 17.3 If Te Rūnanga o Ngāti Whare is contracted for fisheries services then clause 17.2.3 will not apply in relation to those fisheries services.

18 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 18.1 The Ministry will consult Te Rūnanga o Ngāti Whare on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Ngāti Whare in relation to the Fisheries Protocol Area.

- 18.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Ngāti Whare, and may be achieved by one or more of the following:

18.2.1 consultation on the job description and work programme;

18.2.2 direct notification of the vacancy;

18.2.3 consultation on the location of the position; and

18.2.4 input into the selection of the interview panel.

19 RESOURCE MANAGEMENT ACT 1991

- 19.1 Ngāti Whare and the Ministry both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 regarding the tuna/eel fishery resource within the Fisheries Protocol Area and, in particular, the issue of tuna/eel passage.

- 19.2 From time to time, Te Rūnanga o Ngāti Whare and the Ministry will seek to identify related priorities and issues of likely mutual interest for discussion. It is recognised that the Ministry and Te Rūnanga o Ngāti Whare will continue to make separate submissions in any Resource Management Act processes.

- 19.3 In providing advice to decision-makers under the Resource Management Act 1991 concerning issues related to the tuna/eel fishery resource within the Fisheries Protocol Area, the Ministry will:

19.3.1 discuss with Te Rūnanga o Ngāti Whare the general approach that may be taken by Ngāti Whare and the Ministry in respect of the provision of that advice, and seek to identify their respective priorities and concerns;

19.3.2 have regard to the priorities and issues of mutual concern identified when the Ministry makes decisions in respect of that advice; and

19.3.3 provide Te Rūnanga o Ngāti Whare with all reasonably available background information to assist in improving its effectiveness in resource management advocacy work.

20 INFORMATION SHARING

20.1 Ngāti Whare and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and Ngāti Whare will as far as possible exchange any information that is relevant to, and will assist with the management of the Fisheries Protocol Area.

20.2 The Ministry will make available to Ngāti Whare all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Ngāti Whare for the purposes of assisting them to fulfil their role as set out in this Protocol, including any:

20.2.1 research reports that the Ministry has received that relate to fisheries matters in the Fisheries Protocol Area;

20.2.2 technical data held by the Ministry relating to the management of fisheries resources within the Fisheries Protocol Area.

20.3 Should the Minister issue to another group a fisheries protocol containing substantively different provisions than this Protocol the Ministry will notify Te Rūnanga o Ngāti Whare of those provisions.

20.4 The obligations in clause 20.1 and 20.2 do not apply to information that the Minister is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry may withhold under the Official Information Act 1982.

21 CONSULTATION

21.1 Where the Ministry is required to consult under this Protocol, the basic principles that will be followed by the Ministry in consulting with Te Rūnanga o Ngāti Whare in each case are:

21.1.1 ensuring that Te Rūnanga o Ngāti Whare is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 21.1.2 providing Te Rūnanga o Ngāti Whare with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 21.1.3 ensuring that sufficient time is given for the participation of Te Rūnanga o Ngāti Whare in the decision making process including the preparation of submissions by Te Rūnanga o Ngāti Whare in relation to any of the matters that are the subject of the consultation; and
- 21.1.4 ensuring that the Ministry will approach the consultation with Te Rūnanga o Ngāti Whare with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 21.2 Where the Ministry has consulted with Te Rūnanga o Ngāti Whare as specified in clause 21.1, the Ministry will report back to Te Rūnanga o Ngāti Whare, either in person or in writing, on the decision made as a result of any such consultation.

22 RĀHUI

- 22.1 The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Whare and supports their rights to place traditional rāhui over their customary fisheries.
- 22.2 The Ministry and Te Runanga o Ngāti Whare acknowledge that a traditional rāhui placed by Ngāti Whare over their customary fisheries of itself has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice.
- 22.3 Ngāti Whare undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Whare over their customary fisheries, and also the reasons for the rāhui.
- 22.4 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāti Whare over their customary fisheries, in a manner consistent with the understandings outlined in clause 22.2 above.
- 22.5 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Whare over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

23 REVIEW AND AMENDMENT

23.1 The Minister and Te Rūnanga o Ngāti Whare agree that this Protocol is a living document which may be updated and adapted to take account of any future developments.

23.2 Where the Ministry and Te Rūnanga o Ngāti Whare can not reach agreement on any issue relating to the matters specified in this Protocol, they will use the dispute resolution process contained in clause 24.

24 DISPUTE RESOLUTION

24.1 If either the Ministry or Te Rūnanga o Ngāti Whare considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:

24.1.1 Within 15 working days of being given written notice, the relevant contact persons from the Ministry and Te Rūnanga o Ngāti Whare will meet to work in good faith to resolve the issue;

24.1.2 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in 24.1, the Chief Executive of the Ministry and representative of Te Rūnanga o Ngāti Whare will meet at an agreed date and venue to work in good faith to resolve the issue;

24.1.3 If the dispute has not been resolved within 45 working days despite the processes outlined in clauses 24.1.1 and 24.1.2 having been followed, the Ministry and Te Rūnanga o Ngāti Whare may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

24.2 In the context of any dispute that has been initiated under clause 24.1, the Ministry and Te Rūnanga o Ngāti Whare will place utmost importance on the fact that the Ministry and Ngāti Whare are, in accordance with clause 2.4 of this Fisheries Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

25 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 25.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:
- 25.1.1 promptly notify Te Rūnanga o Ngāti Whare of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
 - 25.1.2 make available to Te Rūnanga o Ngāti Whare the information provided to iwi as part of the consultation process referred to in this clause; and
 - 25.1.3 report back to Te Rūnanga o Ngāti Whare on the outcome of any such consultation, either in writing or person.

26 DEFINITIONS

- 26.1 The provisions of this Protocol shall be interpreted in a manner that best furthers the purpose set out in clause 2 and is consistent with the principles set out in clause 3.
- 26.2 In this Protocol, unless the context requires otherwise, terms defined in the Deed of Settlement and the Settlement Legislation have the same meaning.
- 26.3 In this Protocol:

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;

Deed of Settlement means the Deed of Settlement dated 8 December 2009 entered into between Te Rūnanga o Ngāti Whare and the Crown;

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

Fisheries Protocol Area means which means the area identified in the map included as Attachment A of this Protocol;

Protocol means this Protocol issued by the Crown through the Minister to Te Rūnanga o Ngāti Whare under the Settlement Legislation and the Deed of Settlement;

Settlement Legislation means the bill proposed by the Crown for introduction to the House of Representatives referred to in clause [9] of the Deed of Settlement and, if the bill is passed, the resulting Act;

Te Rūnanga o Ngāti Whare means the trustees from time to time of the trust (formerly called Te Rūnanga o Ngāti Whare Iwi Trust) established by the Te Rūnanga o Ngāti Whare Trust Deed, in their capacity as such trustees; and, if the trustees have incorporated as a board under the Charitable Trusts Act 1957, means the Board so incorporated;

Te Rūnanga o Ngāti Whare Trust Deed means the deed of trust dated 14 February 1999 and includes:

- (a) any schedules to that deed of trust; and
- (b) Any amendments to the deed of trust or its schedules, including the amended deed of trust dated 13 December 2008;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

ISSUED on this [date] of [month] [year].

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

WITNESS

Name:

Occupation:

Address:

ACKNOWLEDGEMENT OF RECEIPT

TE RŪNANGA O NGĀTI WHARE acknowledges the receipt of this Fisheries Protocol this [date] of [month] [year].

Signed for and on behalf of Te Rūnanga o Ngāti Whare by:

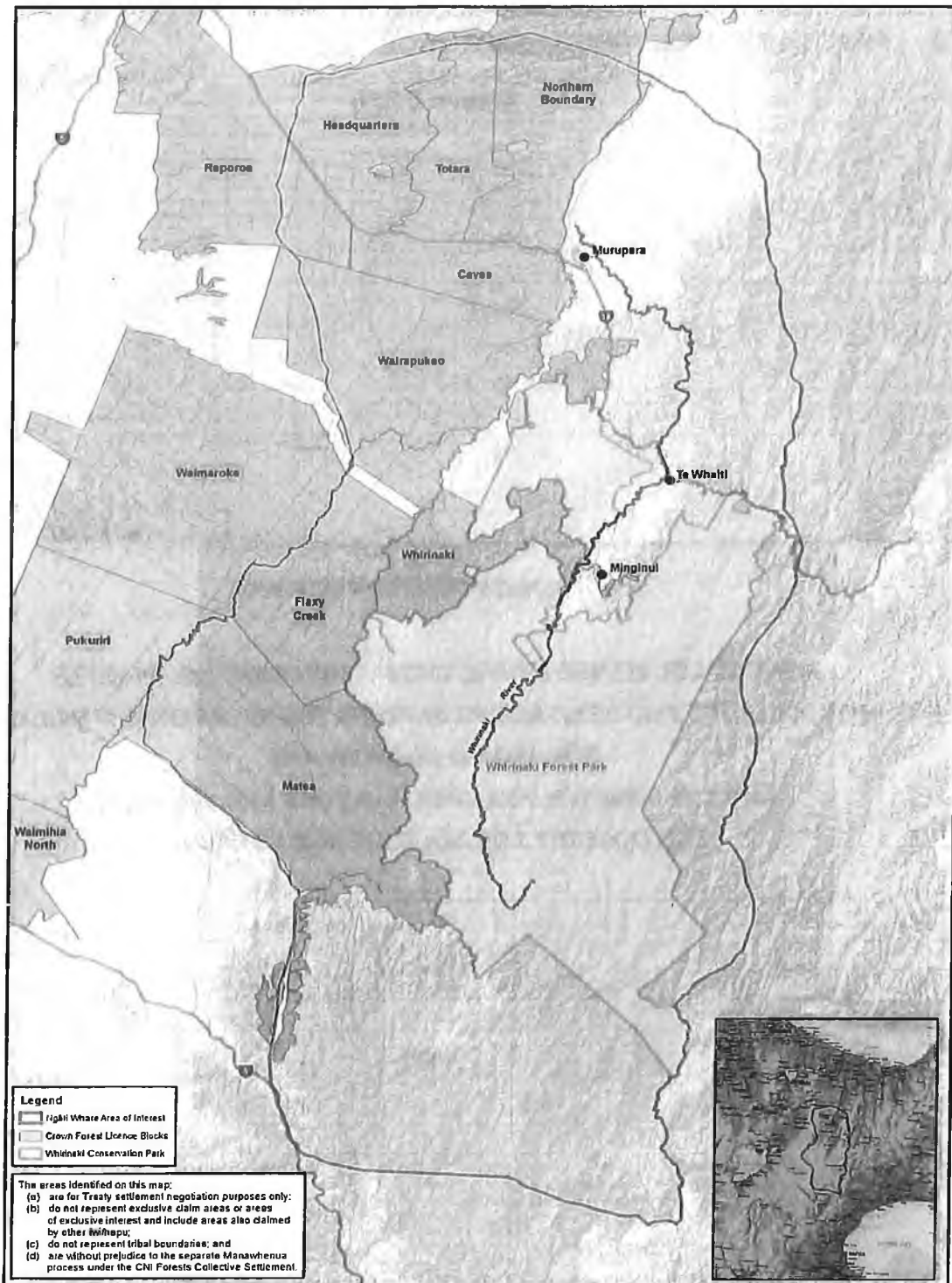
[insert name]

[insert name]

[insert name]"

ATTACHMENT A

FISHERIES PROTOCOL AREA



Ngāti Whare Area of Interest

1.3 PART 3: TAONGA TŪTURU PROTOCOL

(Clause 5.25.2)

NGĀ TAONGA TŪTURU PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER
FOR ARTS, CULTURE AND HERITAGE REGARDING THE RELATIONSHIP BETWEEN TE
RŪNANGA O NGĀTI WHARE
AND THE MINISTER FOR ARTS, CULTURE AND HERITAGE
AND MINISTRY FOR CULTURE AND HERITAGE

[date]

INTRODUCTION

- 1.1. Ko Tūwatawata te Maunga
Ko Whirinaki te Awa
Ko Wharepakau te Tangata
Ko Ngāti Whare te Iwi
- 1.2. Ngāti Whare's vision for the future is centred on the following five fundamental principles:
 - (a) He Tapu te Whirinaki - The Sacredness of the Whirinaki;
 - (b) Kia Mau te Manamotuhake a Wharepakau - Political Development;
 - (c) Kia Mau te Mana o Wharepakau - Cultural Development;
 - (d) Manaaki te Katoa - Economic Development; and
 - (e) Awhi Ngā Uri o Wharepakau - Social Development
- 1.3. The Protocol Area identified is within the traditional rohe of Ngāti Whare. It is a culturally and spiritually significant place to the people of Ngāti Whare and the area over which they exercise their kaitiakitanga.

TERMS OF THIS PROTOCOL

2 TERMS OF ISSUE

- 2.1. This Protocol is issued pursuant to section [] of the [...] Settlement Legislation and Clause [5.25] of the Deed of Settlement and is subject to the Settlement Legislation and the terms of issue set out in [clauses 5.27-5.28] of the Deed of Settlement.
- 2.2. In particular, this Protocol must be read subject to the provisions contained in clauses 5.27 and 5.28 of the Deed of Settlement.

3 SCOPE AND PURPOSE

- 3.1. The Minister and the Chief Executive acknowledge that, to Ngāti Whare, taonga that are highly prized by Ngāti Whare and derived through their whakapapa are not limited to the physical world alone, but include:
 - (a) Tangible objects such as types of heirlooms, artifacts, carvings, land and fisheries; and
 - (b) Intangible substance such as language, spiritual beliefs, ideas and metaphysical gifts.(together, "Ngāti Whare Taonga").

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 3.2. The Minister and the Chief Executive also acknowledge that Ngāti Whare, as kaitiaki, view themselves as having a responsibility to future generations to ensure the continued survival of Ngāti Whare Taonga.
- 3.3. The Minister and Chief Executive have certain functions, powers and duties in terms of the Protected Objects Act 1975 ("the Act"). The purpose of 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.
- 3.4. In exercising such functions and powers under the Act, the Minister and the Chief Executive are seeking a relationship with Ngāti Whare consistent with the principles of te Tiriti o Waitangi/the Treaty of Waitangi. The Minister and Chief Executive recognise that Ngāti Whare have an interest in relation to the preservation, protection and management of Ngāti Whare Taonga, including its taonga tūturu, which arises from their mana in their rohe.
- 3.5. Te Rūnanga o Ngāti Whare acknowledge, in relation to the provisions of this Protocol relating to the Protected Objects Act 1975 ("the Act"), that taonga tūturu, as a component of the tangible aspect of Ngāti Whare Taonga, is defined in section 2 of the Act.
- 3.6. The purpose of this Protocol is to:
- (a) Set out how Te Rūnanga o Ngāti Whare, the Minister, the Chief Executive and the Ministry will establish and maintain a positive, co-operative and enduring relationship regarding Ngāti Whare Taonga;
 - (b) Recognise that Ngāti Whare has an interest in the preservation, protection and management of all elements of Ngāti Whare Taonga in the Protocol Area and all taonga identified as being of Ngāti Whare origin elsewhere in New Zealand; and
 - (c) Provide for the better protection of certain objects through the mechanisms of the Act.

4 PROTOCOL AREA

- 4.1. This Protocol applies across the Protocol Area identified in the map included as Attachment A of this Protocol.

5 GOVERNING PRINCIPLES

- 5.1 Te Rūnanga o Ngāti Whare, the Minister and the Chief Executive agree that the following principles will govern the relationship between the three parties, the implementation of this Protocol and the exercise of their various roles and functions under this Protocol:
- (a) a spirit of co-operation and good faith;
 - (b) early engagement on issues that the Chief Executive has the mandate from the Minister to work on;
 - (c) commitment to the highest level of engagement as indicated in this Protocol;

- (d) a 'no surprises' approach;
- (e) acknowledgement that the relationship is evolving, not prescribed;
- (f) respect for the independence of the parties and their individual mandates, roles and responsibilities impacting on the Protocol Area;
- (g) ensuring the relationship is consistent with the Treaty of Waitangi and its principles; and
- (h) commitment to establishing and maintaining a positive, cooperative and enduring relationship that actively contributes to the spiritual and physical health and well-being of Ngāti Whare.

6 ROLE OF THE PARTIES

6.1. *The role of Te Rūnanga o Ngāti Whare:*

6.1.1. The role of Te Rūnanga o Ngāti Whare in respect of this Protocol includes:

- (a) the preservation, protection and management of Ngāti Whare Taonga through Ngāti Whare tikanga and kaitiakitanga;
- (b) input in the policy and decision-making processes set out in this Protocol; and
- (c) the sharing of information.

6.2. *The role of the Chief Executive:*

6.2.1. The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to Te Rūnanga o Ngāti Whare within the limits of the Act. From the date this Protocol is issued, the Chief Executive will:

- (a) Notify Te Rūnanga o Ngāti Whare in writing of any taonga tūturu found within the Protocol Area or identified as being of Ngāti Whare origin found elsewhere in New Zealand;
- (b) Provide for appropriate examination and recording of any taonga tūturu found within the Protocol Area or identified as being of Ngāti Whare origin found elsewhere in New Zealand;
- (c) Allow for Ngāti Whare kaitiakitanga as temporary custodians of any taonga tūturu found within the Protocol Area or identified as being of Ngāti Whare origin elsewhere in New Zealand, until ownership is determined, on such conditions agreed between Te Rūnanga o Ngāti Whare and the Chief Executive as to the care of the taonga tūturu;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- (d) Notify Te Rūnanga o Ngāti Whare 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 Whare origin found elsewhere in New Zealand;
- (e) Notify Te Rūnanga o Ngāti Whare 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 Whare origin found elsewhere in New Zealand;
- (f) Despite 6.2.1(c) above, there may be situations where the Chief Executive considers that other arrangements are more appropriate. If so, the Chief Executive may make other arrangements, but the Chief Executive must:
 - (i) notify Te Rūnanga o Ngāti Whare in writing of those arrangements and reasons for them; and
 - (ii) seek and have regard to the views of Te Rūnanga o Ngāti Whare on those arrangements; and
 - (iii) notify Te Rūnanga o Ngāti Whare in writing of the final arrangements and the reasons for them.
 - (iv) notify Te Rūnanga o Ngāti Whare 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 Whare origin found elsewhere in New Zealand, or for any right, title, estate, or interest in any such taonga tūturu; and
 - (v) notify Te Rūnanga o Ngāti Whare 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 Whare origin found elsewhere in New Zealand, or for any right, title, estate, or interest in any such taonga tūturu.

6.2.2. Applications for Ownership

- (a) If Te Rūnanga o Ngāti Whare, on behalf of Ngāti Whare, lodges with the Chief Executive a claim of ownership of any taonga tūturu found within the Protocol Area or identified as being of Ngāti Whare origin found elsewhere in New Zealand and there are no competing claims of ownership, the Chief Executive, if satisfied that the claim is valid, will apply to the Registrar of the Māori Land Court for an order confirming ownership of the taonga tūturu by Ngāti Whare.
- (b) If there is a competing claim or claims lodged in conjunction with a Ngāti Whare claim of ownership, the Chief Executive will consult with Te Rūnanga o Ngāti Whare for the purpose of resolving the competing claims, and if satisfied that the competing claims have been resolved and that a resolution is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the taonga tūturu.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- (c) If the competing claims for ownership of any taonga tūturu found within the Protocol Area or identified as being of Ngāti Whare origin found elsewhere in New Zealand, cannot be resolved, the Chief Executive, at the request of Ngāti Whare, may facilitate an application to the Māori Land Court for determination of the ownership of the taonga tūturu.

6.2.3. Applications for Custody

If no ownership application is made to the Māori Land Court for any taonga tūturu found within the Protocol Area or identified as being of Ngāti Whare origin found elsewhere in New Zealand by Ngāti Whare or any other person, the Chief Executive will:

- (a) Notify Te Rūnanga o Ngāti Whare in writing where there is any request from any other person for the custody of the taonga tūturu;
- (b) Seek and have regard to the views of Te Rūnanga o Ngāti Whare where there is any request from any other person for the custody of the taonga tūturu; and
- (c) Notify Te Rūnanga o Ngāti Whare in writing of the decision made by the Chief Executive on the custody of the taonga tūturu.

6.2.4. Export Applications

- (a) For the purpose of seeking an expert opinion from Te Rūnanga o Ngāti Whare on any export applications to remove any taonga tūturu of Ngāti Whare origin from New Zealand, the Chief Executive will register Te Rūnanga o Ngāti Whare on the Ministry for Culture and Heritage's Register of Expert Examiners.
- (b) Where the Chief Executive receives an export application to remove any taonga tūturu of Ngāti Whare origin from New Zealand, the Chief Executive will consult Te Rūnanga o Ngāti Whare as an Expert Examiner on that application, and notify Ngāti Whare in writing of his or her decision.

6.2.5. Registration as a collector of ngā taonga tūturu

The Chief Executive will register Te Rūnanga o Ngāti Whare as a Registered Collector of ngā taonga tūturu.

6.2.6. Board Appointments

The Chief Executive shall:

- (a) Notify Te Rūnanga o Ngāti Whare of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
- (b) Add Te Rūnanga o Ngāti Whare nominees onto the Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- (c) Notify Te Rūnanga o Ngāti Whare of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

6.2.7. Provision of Cultural and/or Spiritual practices and Professional Services

- (a) When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Te Rūnanga o Ngāti Whare within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- (b) Where appropriate, the Chief Executive will consider using Te Rūnanga o Ngāti Whare as a provider of professional services.
- (c) The procurement by the Chief Executive of any such services set out in Clauses 6.3.7(a) and (b) 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.

6.2.8. History publications relating to Ngāti Whare

The Chief Executive shall:

- (a) Provide Te Rūnanga o Ngāti Whare with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Whare and will supply these on request; and
- (b) discuss with the Te Rūnanga o Ngāti Whare any work the Ministry undertakes that deals specifically or substantially with Ngāti Whare.

6.2.9. Funds Administered by the Ministry

The Chief Executive will make best endeavours to notify Te Rūnanga o Ngāti Whare of any awards and funds administered by the Ministry to which applications can be made (for example, the Commemorating Waitangi Day Fund) and provide Te Rūnanga o Ngāti Whare with details of the application process and deadlines.

6.2.10. Changes to Policy and Legislation Affecting this Protocol

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:

- (a) Notify Te Rūnanga o Ngāti Whare of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
- (b) Make available to Te Rūnanga o Ngāti Whare the information provided to Māori as part of the consultation process referred to in this clause; and
- (c) report back to Te Rūnanga o Ngāti Whare on the outcome of any such consultation.

6.2.11. Consultation

Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with Te Rūnanga o Ngāti Whare in each case are:

- (a) Ensuring that Te Rūnanga o Ngāti Whare 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;
- (b) Discussing whether a working party should be created between the Ministry and Te Rūnanga o Ngāti Whare to progress issues arising;
- (c) Providing Te Rūnanga o Ngāti Whare with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- (d) Ensuring that sufficient time is given for the participation of Te Rūnanga o Ngāti Whare in the decision making process, including the preparation of submissions by Te Rūnanga o Ngāti Whare, in relation to any of the matters that are the subject of the consultation;
- (e) Ensuring that the Chief Executive will approach the consultation with Te Rūnanga o Ngāti Whare with an open mind, and will genuinely consider the submissions of Te Rūnanga o Ngāti Whare, in relation to any of the matters that are the subject of the consultation; and
- (f) Reporting back to Te Rūnanga o Ngāti Whare, either in writing or in person, on any decisions made that relate to that consultation.

6.2.12. Other Matters

The Chief Executive will also:

- (a) Discuss with Te Rūnanga o Ngāti Whare concerns and issues notified by Te Rūnanga o Ngāti Whare about the Act;
- (b) Review the implementation of this Protocol from time to time, or at the request of Te Rūnanga o Ngāti Whare, unless otherwise agreed in writing by both Te Rūnanga o Ngāti Whare and the Chief Executive; and
- (c) As far as reasonably practicable train relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol.

6.3. *The role of the Minister:*

- (a) The Minister has functions, powers and duties under the Act and may consult, notify and provide information to Te Rūnanga o Ngāti Whare within the limits of the Act. In circumstances where the Chief Executive originally consulted with Te Rūnanga o Ngāti Whare as an Expert Examiner, the Minister may consult with Te Rūnanga o Ngāti Whare where a person appeals the decision of the Chief Executive to:
 - (i) refuse permission to export any taonga tūturu, or ngā taonga tūturu, from New Zealand; or
 - (ii) impose conditions on the approval to export any taonga tūturu or ngā taonga tūturu from New Zealand.
- (b) The Ministry will notify Te Rūnanga o Ngāti Whare in writing of the Minister's decision on an appeal in relation to an application to export any taonga tūturu where Te Rūnanga o Ngāti Whare was consulted as an Expert Examiner.

7 COMMUNICATION BETWEEN THE PARTIES

7.1. The Chief Executive and Te Rūnanga o Ngāti Whare will establish and maintain effective and efficient communication with each other on a continuing basis by:

- (a) Te Rūnanga o Ngāti Whare providing, and the Ministry maintaining, information on the Te Rūnanga o Ngāti Whare staff responsible for Protocol matters relating to the Protocol Area, including their addresses and contact details;
- (b) The Ministry providing, and Te Rūnanga o Ngāti Whare maintaining, information on primary Ministry contacts responsible for Protocol matters relating to the Protocol Area;
- (c) Providing reasonable opportunities for their relevant staff to meet with each other, including arranging meetings as required to discuss and (if possible) resolve any issue that has arisen between the parties; and
- (d) Identifying staff who will be working closely with staff of the other party, and informing those staff of the contents of this Protocol and their responsibilities and roles under it.

8 INFORMATION SHARING

- 8.1. Te Rūnanga o Ngāti Whare and the Chief Executive recognise the benefit of mutual information exchange. To this end, the Ministry and Te Rūnanga o Ngāti Whare will as far as possible exchange any information that is relevant to, and will assist with the management of, Ngāti Whare taonga within the Protocol Area and all taonga tūturu identified as being of Ngāti Whare origin elsewhere in New Zealand.
- 8.2. The Ministry will make available to Te Rūnanga o Ngāti Whare all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Te Rūnanga o Ngāti Whare for the purposes of assisting them to exercise their rights fully under this Protocol.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 8.3. The obligations in Clauses 8.1 and 8.2 of this Protocol do not apply to information that the Minister or Chief Executive is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Minister or Chief Executive may withhold under the Official Information Act 1982.

9 IMPLEMENTATION AND APPLICATION

- 9.1. The implementation and application of this Protocol will be carried out within the timeframes and priorities agreed between Te Rūnanga o Ngāti Whare and the Chief Executive.
- 9.2. The Protocol will apply to all functions, responsibilities and actions of the Minister and the Chief Executive that affect the Protocol Area or relate to taonga tūturu identified as being of Ngāti Whare origin elsewhere in New Zealand.

10 STAFF AWARENESS

- 10.1. From the date of signing this Protocol, the Chief Executive will as reasonably practicable (as resources allow) arrange for the relevant employees to be educated on:
- (a) The values and practices of Ngāti Whare; and
 - (b) The purpose, content and implications of this Protocol.

11 ESCALATION OF MATTERS

- 11.1. If one party considers that there has been a breach of this Protocol then that party may give written notice to the other that they are in dispute. The following process shall be undertaken once notice is received by either party to this Protocol:
- (a) Within 15 working days of being given written notice, the relevant contact person from the Ministry and Te Rūnanga o Ngāti Whare will meet to work in good faith to resolve the issue.
 - (b) If the dispute has not been resolved within 30 working days of receipt of the notice referred to in 11.1(a), the Chief Executive and a representative appointed by Te Rūnanga o Ngāti Whare will meet to work in good faith to resolve the issue.
 - (c) If the dispute has still not been resolved within 45 working days of receipt of the notice referred to in 11.1(a) and the matter remains of significance, the Minister and a representative appointed by Te Rūnanga o Ngāti Whare will meet to work in good faith to resolve this issue provided:
 - (i) it is not inconsistent with statutory obligations; and
 - (ii) the parties agree.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

12 REVIEW AND AMENDMENT

- 12.1. The Minister and the Chief Executive and Te Rūnanga o Ngāti Whare agree that this Protocol is a living document which should be updated and adapted to take account of future developments and additional co-management opportunities.
- 12.2. If requested by either party, the first review of this Protocol will take place no later than two years from the Settlement Date. Thereafter the Protocol will be reviewed on a two-yearly basis, if requested by either party.
- 12.3. Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in Clause 11 of this Protocol.
- 12.4. In respect of the exercise of rights and obligations under this Protocol:
- (a) any right of Ngāti Whare will be exercised through Te Rūnanga o Ngāti Whare; and
 - (b) where the Minister, or the Chief Executive, is required to engage, or otherwise interact, with Ngāti Whare (including, without limitation, making available information, consulting, informing Ngāti Whare of certain matters, seeking advice, providing notice or assistance, or meeting with Ngāti Whare), the Minister or, the Chief Executive will satisfy that obligation by engaging, or otherwise interacting, with Te Rūnanga o Ngāti Whare.

13 ADDITIONAL REDRESS MECHANISMS

- 13.1 The Minister and Chief Executive agree to explore and have ongoing discussions with Te Rūnanga o Ngāti Whare regarding the development of additional redress mechanisms, as appropriate and necessary.

14 DEFINITIONS AND INTERPRETATIONS

- 14.1. The provisions of this Protocol shall be interpreted in a manner that best furthers the purpose of this Protocol and is consistent with Clauses 3.4 and 5 of this Protocol.
- 14.2. In this Protocol, unless the context requires otherwise, terms in the Deed of Settlement and the Settlement Legislation have the same meaning.
- 14.3. In this Protocol, unless the context otherwise requires:
- (a) terms defined in the Deed of Settlement and the Settlement Legislation have the same meaning in this Protocol;
 - (b) **Chief Executive** means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive;
 - (c) **Crown** means Her Majesty The Queen in right of New Zealand and includes, where appropriate, the Minister 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;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- (d) **Deed of Settlement** means the deed of settlement dated 8 December 2009 entered into between the Crown and Te Rūnanga o Ngāti Whare;
- (e) **expert examiner** has the same meaning as in section 2 of the Protected Objects Act 1975 and means a body corporate or an association of persons;
- (f) **found** has the same meaning as in section 2 of the Protected Objects Act 1975 and means:
in relation to any taonga tūturu, discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the taonga tūturu and which suggest that the taonga tūturu was last in the lawful possession of a person who at the time of its finding is no longer alive; and 'finding' and 'finds' have corresponding meanings;
- (g) **ngā taonga tūturu** has the same meaning as in section 2 of the Protected Objects Act 1975 and means two or more taonga tūturu;
- (h) **Ngāti Whare Taonga** means those things that, to Ngāti Whare, are highly prized and derived through their whakapapa. This includes:
- (i) tangible objects such as types of heirlooms, artifacts, carvings, land and fisheries; and
 - (ii) intangible substance such as language, spiritual beliefs, ideas and metaphysical gifts.
- (i) **Protocol Area** has the same meaning given in Clause 4 of this Protocol;
- (j) **settlement legislation** means the bill proposed by the Crown for introduction to the House of Representatives referred to in clause [9] of the Deed of Settlement and, if the bill is passed, the resulting Act;
- (k) **taonga tūturu** has the same meaning as in section 2 of the Protected Objects Act 1975 and means an object that:
- (i) relates to Māori culture, history or society; and
 - (ii) was or appears to have been:
 - a. manufactured or modified in New Zealand by Māori; or
 - b. brought into New Zealand by Māori; or
 - c. used by Māori; and
 - (iii) is more than 50 years old;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- (l) **Te Rūnanga o Ngāti Whare** means the trustees from time to time of the trust (formerly called Te Rūnanga o Ngāti Whare Iwi Trust) established by the Te Rūnanga o Ngāti Whare Trust Deed, in their capacity as such trustees; and, if the trustees have incorporated as a board under the Charitable Trusts Act 1957, means the Board so incorporated;
- (m) **Te Rūnanga o Ngāti Whare Trust Deed** means the deed of trust dated 14 February 1999 and includes:
 - (i) any schedules to that deed of trust; and
 - (ii) Any amendments to the deed of trust or its schedules, including the amended deed of trust dated 13 December 2008;
- (n) Subject to clause 15.1, the rules of interpretation in the Deed of Settlement apply to the interpretation of this Protocol.

**SIGNED by
THE MINISTER FOR ARTS, CULTURE
AND HERITAGE** in the presence of:

Hon Christopher Finlayson

WITNESS

Name:

Date:

**SIGNED for and on behalf of HER MAJESTY
THE QUEEN** in right of the Government of
New Zealand by the Chief Executive of the
Ministry for Culture and Heritage
in the presence of:

WITNESS

Name:

Date:

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

ACKNOWLEDGEMENT OF RECEIPT

TE RŪNANGA O NGĀTI WHARE acknowledges the receipt of this Taonga Tuturu Protocol this [date] of [month] [year].

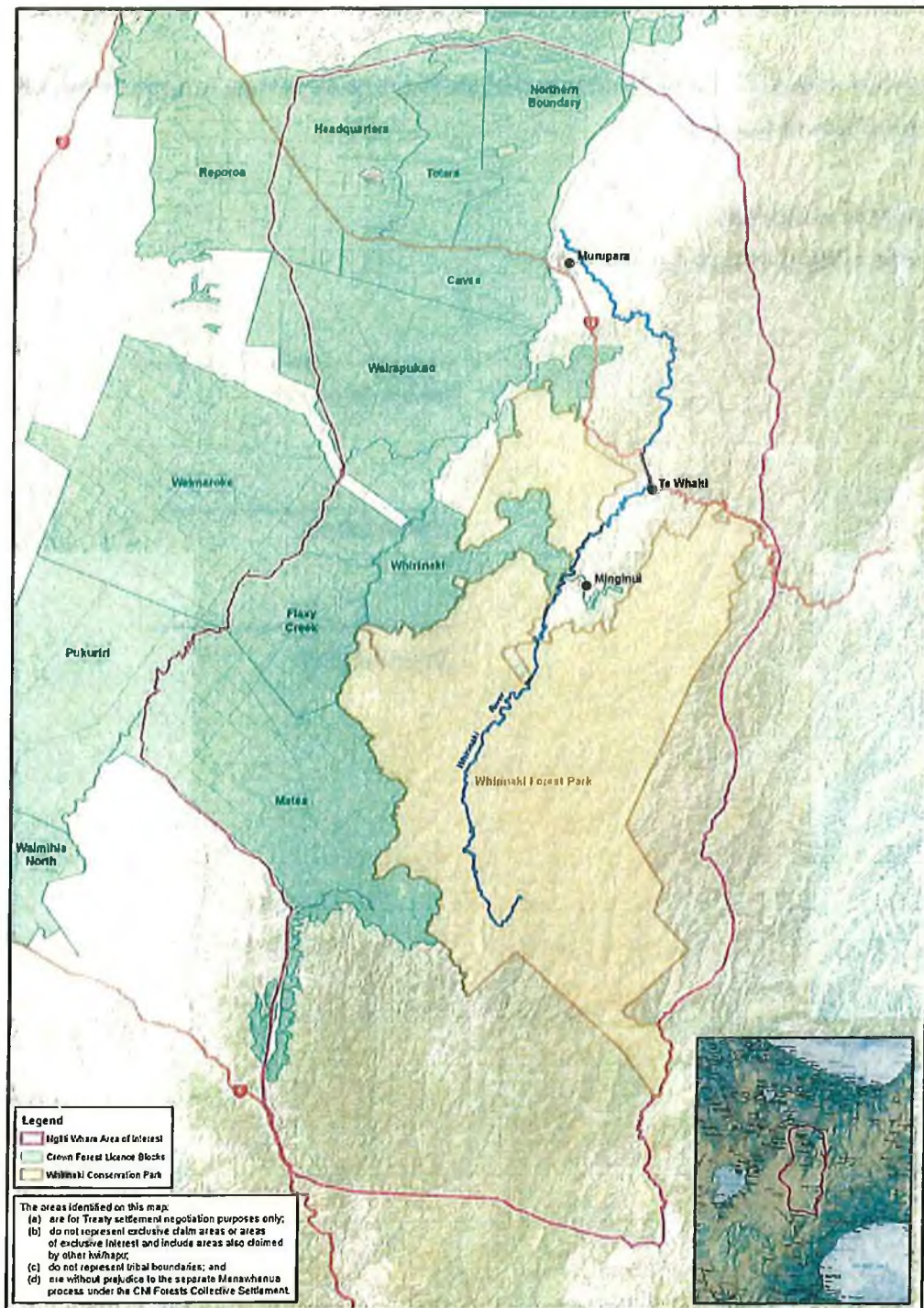
**Signed for and on behalf of
Te Rūnanga o Ngāti Whare by:**

[insert name]

[insert name]

[insert name]

**ATTACHMENT A
MAP OF PROTOCOL AREA**



Ngāti Whare Area of Interest

PART 2

**STATUTORY ACKNOWLEDGEMENTS -
STATUTORY AREAS**

2. STATUTORY ACKNOWLEDGEMENTS - STATUTORY AREAS

(Clause 5.35.1(a));

(Clause 5.46.1); and

(Clause 12.5)

Statutory Acknowledgements

Statutory Area	Location
Whirinaki Conservation Park	As shown on OTS-095-009
Whirinaki River and its tributaries	As shown on OTS-095-010
Specified areas of Te Urewera National Park	As shown on OTS-095-022



PART 3

**STATUTORY ACKNOWLEDGEMENTS -
STATEMENTS OF ASSOCIATION**

**3. STATUTORY ACKNOWLEDGEMENTS - STATEMENTS
OF ASSOCIATION**

(Clause 5.35.1(b))

NGĀTI WHARE STATEMENT OF ASSOCIATION

WHIRINAKI RIVER AND TRIBUTARIES

The following Statement of Association by Ngāti Whare applies to the Whirinaki River and its tributaries as identified in the map in Schedule [x].

Ko Tūwatawata te maunga

Ko Whirinaki te awa

Ko Wharepakau te tangata

Ko Ngāti Whare te iwi

The Whirinaki River, known traditionally as Whirinaki-a-Tāne, originates within and flows through the Whirinaki Conservation Park.

The rohe of Ngāti Whare includes the Whirinaki River and its tributaries. The principal tributaries of the Whirinaki River include the Taumutumutu, Waikakaiti, Waikakanui, Mangamate (upper), Te Waiatiu, Moerangi, Poiatangata, Waikinaki o Wharepakau, Tunakapakapa, Minginui, Mangamate (middle), Lower Okahu, Hukitawa, Tutaengaro, Takahia, Waikotikoti, Upper Okahu, Kopikopiko, Tuwhare, Mangakino, Otaiharuru, Haungaroa and Mangawiri Streams.

The traditions of Ngāti Whare illustrate the cultural, historical and spiritual association of Ngāti Whare to the Whirinaki River, which is sacred to Ngāti Whare. To Ngāti Whare, the Whirinaki River is a single indivisible entity that includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, fisheries, vegetation, floodplains, wetlands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri.

Over many generations, Ngāti Whare have developed tikanga which embody their respect for the Whirinaki River and all life and resources within it. The Whirinaki River has customarily had an important role in sustaining the people of Ngāti Whare physically and spiritually.

Ngāti Whare oral tradition is recorded in the following korero:

Ka huri ki te awa tapu o Ngāti Whare, ko Whirinaki. Koinei a Whirinaki-a-Tāne na te mea i timata mai i te Wao-nui-a-Tāne. Nā, i whānau mai ko nga puna wai me nga

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

puna korere, ā, ko nga awaawa koinei ngā tamariki me nga mokopuna a Whirinaki. Ka mene katoa nga awa ki Te Whāiti-nui-a-Toi, ki te riu. Koinei ngā roimata, e tangi ana a Tūwatawata a Moerangi ki wā rāua tamariki kai tenei taha o te awa e noho ana, a Tikorangi, a Maungataniwha a Mapouriki, he tāne katoa. Ka moemoe ratau i nga maunga wāhine i te awa o Okahu ka puta ko Otamapotiki, ko Pokapoka, ko Tapiri, ko Tiritiri, ko Kopuatoto heke atu ki te awa o Mangawiri puta atu ki Te Putakotare. Koinei nga pou rāhui o Te Whāiti-nui-a-Toi. He roimata katoa hoki nga awa nei e tangi ana ki wa raua tamariki.

Turn to the sacred river of Ngāti Whare, Whirinaki. This river is known as Whirinaki-a-Tāne because it originates from the Great Forest of Tāne. It gave birth to the various streams and tributaries, and these streams are the children and grandchildren of Whirinaki. All of the streams congregate at The Grand Canyon of Toi, in the valley. These represent the tears of Tūwatawata and Moerangi who weep for their children who are living on this side of river, namely, Tikorangi, Maungataniwha and Mapouriki, they are all males. They married the female mountains up the Okahu river and begat Otamapōtiki, Pokapoka, Tapiri, Kopuatoto descending down to the Mangawiri river and out to Putakotare. These are sacred landmarks of Te Whāiti-nui-a-Toi. These rivers represent the tears of Tūwatawata and Moerangi who weep for their children.

"The Whirinaki River flows through Te Whāiti-nui-a-Toi Canyon within the Whirinaki Conservation Park. It is one of the most sacred sites of Ngāti Whare. Te Whāiti-nui-a-Toi Canyon is the dwelling place of Hineruarangi, kaitiaki (guardian) of Ngāti Whare. In Te Whāiti-nui-a-Toi Canyon there is cave that belongs to Hineruarangi called *Te Ti Whakamarumarutanga o Hineruarangi* or The Sheltering Palm of Hineruarangi."

In Ngāti Whare tradition, Hineruarangi is a *tipua*, or a celestial being, and takes the appearance of a white *kawau* (cormorant, commonly known as a shag). When Ngāti Whare see the white shag flying across the Whirinaki Valley, it is a sign that a Ngāti Whare chief is about to pass away or that a disaster is about to befall the tribe.

The Ngāti Whare oral tradition about Hineruarangi is recorded in the following waiata:

Ko Hineruarangi tera,
Ko Te Whāiti Nui-a-Toi i noho ai te kawau tipua nei
He tohu mate, he tohu aroha ki nga kainga mokemoke o te ngahere
Ka taiawhio te rere ki te Tai hauauru,
Te rua koha e kanapanapa ana i te uma
E kawe ana I tana kotua ki te tonga o te ra.
Nga tohu mate o te tuai Kerekere
He tipua, he taniwha, he tipua, he taniwha
Aue, ko Hineruarangi e.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

The water, fisheries and other natural resources that the Whirinaki River and its tributaries sustain are of extreme cultural significance to Ngāti Whare. They contain a number of important awaawa mahinga kai (water resource) sites where kokopu (native trout), koura (freshwater crayfish), tuna (eel), whio (blue mountain duck) and parera (native duck) were customarily caught.

In addition to Te Whāiti-nui-a-Toi Canyon, other sites of significance on the Whirinaki River and its tributaries include Te Takanga-a-Wharepakau, Te Wai-karakia-a-Wharepakau, and Te Ana-a-Wharepakau.

Te Wai-karakia a Wharepakau is a small pool on the Whirinaki River situated north-west of Minginui. The name means "the water where Wharepakau recited his prayers". It is a place where Wharepakau recited sacred incantations here to invoke the atua.

At a point along the Whirinaki River, northwest of Minginui there are cliffs known as Te Takanga a Wharepakau or Te Rerenga a Wharepakau. This is the point where Wharepakau fell from the cliffs into the river and died.

Te Ana-a-Wharepakau (the cave of Wharepakau) is a cave located at a confluence in the upper Whirinaki River. Wharepakau lived for a time at this cave after his conquest of Te Marangaranga.

NGĀTI WHARE STATEMENT OF ASSOCIATION

WHIRINAKI CONSERVATION PARK

The following Statement of Association by Ngāti Whare applies to the Whirinaki Conservation Park as identified in the map in Schedule [x].

The Whirinaki Conservation Park is of enormous cultural and spiritual value to Ngāti Whare, containing numerous waahi tapu and other sites of significance, as well as being the habitat of numerous species of trees, plants, birds and rongoa prized by Ngāti Whare.

Ngāti Whare view the "Whirinaki" holistically in both the physical and spiritual realm as extending beyond the Whirinaki Conservation Park to the broader area of the Whirinaki Valley and Te Whāiti Nui-a-Toi that was previously covered in indigenous forest.

Over many generations, Ngāti Whare have developed tikanga which embody their respect for the Whirinaki Conservation Park and all life and resources within it. The Whirinaki Conservation Park has always had an important role in sustaining the people of Ngāti Whare physically and spiritually.

The traditions of Ngāti Whare illustrate the cultural, historical and spiritual association of Ngāti Whare with the Whirinaki Conservation Park and its resources. These associations reinforce iwi identity, connection and continuity between generations and confirm the importance of the Whirinaki Conservation Park to Ngāti Whare today.

The significance of the Whirinaki Conservation Park is reflected in the following Ngāti Whare whakatauki:

<i>Hapainga mai i te kokako</i>	Elevated by the Kokako
<i>Koaka - Koako</i>	that sings and chants
<i>Whakangungua te huia</i>	and enforces the Huia
<i>Tui Tui Tuia</i>	Binding, connecting
<i>Tuia te manu</i>	all the birds to
<i>Ki Te Pua a Tāne</i>	the forest of Tāne
<i>Whirinaki Whirinaki</i>	to Whirinaki
<i>Hui e e</i>	Gathered
<i>Taiki e e</i>	as One

Ngāti Whare view themselves as the kaitiaki of the Whirinaki Conservation Park with a distinct relationship to its whenua, ngahere, awa, rongoa and other taonga. The ngahere of the Whirinaki Conservation Park is synonymous with Ngāti Whare and this is recorded in the Ngāti Whare whakatauki:

Ko au ko te Whirinaki, ko te Whirinaki ko au.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

The Whirinaki Conservation Park was a traditional pataka kai for Ngāti Whare and provided physical, cultural and spiritual sustenance to Ngāti Whare. That relationship continues today with the residual ngahere that comprises the Whirinaki Conservation Park.

The Whirinaki Conservation Park is internationally significant for its mixed indigenous podocarp forests (totara, rimu, miro, matai and kahikatea) and species richness. The Whirinaki Conservation Park is unique within the Bay of Plenty as the only area of substantial, mainly contiguous conservation land not presently threatened by population growth.

The Whirinaki Conservation Park is one of New Zealand's most significant natural treasures. The podocarp of the Whirinaki suffered through fifty years of logging. Much of the forest that was clear-felled between 1930 and the late 1970s, although a significant area of both podocarp and other species remains today.

While no clear-felling of podocarp has taken place in the Whirinaki Conservation Park for over twenty years, the forest continues to suffer high levels of damage from introduced pests, such as possum and deer. Current environmental science strongly suspects that these pests are not only killing the native birdlife of the Whirinaki, but hindering the natural regeneration of the podocarp trees themselves. The podocarp is thus under threat and it is of fundamental importance to Ngāti Whare that the Whirinaki survives as a podocarp forest through the twenty-first century and beyond.

The importance of the Whirinaki Conservation Park to Ngāti Whare is demonstrated in a number of ways:

1. As a waahi tapu

Tāne Mahuta

The Whirinaki Conservation Park is significant as a physical representation of Te Mana o Tāne Mahuta, god of the forest and of man. The Whirinaki Conservation Park is Te Wao Nui-ā-Tāne, in the traditional sense of the word: a kainga for numerous species of trees, plants and animals.

Tūwatawata

Ngāti Whare principal maunga, Tūwatawata, is located within the Whirinaki Conservation Park. The following Ngāti Whare whakatauki relates to Tūwatawata and the Whirinaki Conservation Park in general:

Koia hoki mai ki urunga, ki te moenga, ki te paepae tapu a Tane, ki te maunga o Tūwatawata.

Therefore return to the west, to the centre, to the sacred forest of Tane, to the great mountain Tūwatawata.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

In addition to Tūwatawata, there are also a number of other maunga within the Whirinaki Conservation Park which comprise important Ngāti Whare pou rāhui. These include Moerangi, Te Tāpiri, Pokapoka, Otohi Tikorangi, Okurapoto, Kopuatoto, Titikorangi, Tiritiri, Otamapotiki and Taumutu. Ngāti Whare oral tradition is recorded in the following korero:

Ka moe a Tūwatawata ia Moerangi ka puta ko Maungataniwha, ki te tonga, ko Mapouriki ki te tai rāwhiti, ko Otohi, ko Tikorangi ki te tai hauauru, ko Titokorangi, ko Rangiahua, ko Tawhiuau. Koinei ētahi o ngā pou rāhui o Te Whāiti-nui-a-Toi. He tāne katoa. Ka moemoe ratau i nga maunga wāhine i te awa o Okahu ka puta ko Otamapotiki, ko Pokapoka, ko Tāpiri, ko Tiritiri, ko Kopuatoto.

Tūwatawata married Moerangi and begat Maungataniwha, to the south, Mapouriki to the east, Otohi, Tikorangi to the west, Titokorangi, Rangiahua and Tawhiuau. These are some of the sacred landmarks of Te Whāiti-nui-a-Toi. They (the mountains) are all male. They married the female mountains up the Okahu river and begat Otamapōtiki, Pokapoka, Tāpiri, Kopuatoto.

Whirinaki River and Te Whāiti-nui-a-Toi Canyon

The Whirinaki River, known traditionally as Whirinaki-a-Tāne, originates within and flows through the Whirinaki Conservation Park.

Ngāti Whare oral tradition is recorded in the following korero:

Ka huri ki te awa tapu o Ngāti Whare, ko Whirinaki. Koinei a Whirinaki-a-Tāne na te mea i timata mai i te Wao-nui-a-Tāne. Nā, i whānau mai ko nga puna wai me nga puna korere, ā, ko nga awaawa koinei ngā tamariki me nga mokopuna a Whirinaki. Ka mene katoa nga awa ki Te Whāiti-nui-a-Toi, ki te riu. Koinei ngā roimata, e tangi ana a Tūwatawata a Moerangi ki wā rāua tamariki kai tenei taha o te awa e noho ana, a Tikorangi, a Maungataniwha a Mapouriki, he tāne katoa. Ka moemoe ratau i nga maunga wāhine i te awa o Okahu ka puta ko Otamapotiki, ko Pokapoka, ko Tapiri, ko Tiritiri, ko Kopuatoto heke atu ki te awa o Mangawiri puta atu ki Te Putakotare. Koinei nga pou rāhui o Te Whāiti-nui-a-Toi. He roimata katoa hoki nga awa nei e tangi ana ki wa raua tamariki.

Turn to the sacred river of Ngāti Whare, Whirinaki. This river is known as Whirinaki-a-Tāne because it originates from the Great Forest of Tāne. It gave birth to the various streams and tributaries, and these streams are the children and grandchildren of Whirinaki. All of the streams congregate at The Grand Canyon of Toi, in the valley. These represent the tears of Tūwatawata and Moerangi who weep for their children who are living on this side of river, namely, Tikorangi, Maungataniwha and Mapouriki, they are all males. They married the female mountains up the Okahu river and begat Otamapōtiki, Pokapoka, Tapiri, Kopuatoto descending down to the Mangawiri river and out to Putakotare. These are sacred landmarks of Te Whāiti-nui-a-Toi. These rivers represent the tears of Tūwatawata and Moerangi who weep for their children.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

"The Whirinaki River flows through Te Whāiti-nui-a-Toi Canyon within the Whirinaki Conservation Park. It is one of the most sacred sites of Ngāti Whare. Te Whāiti-nui-a-Toi Canyon is the dwelling place of Hineruarangi, kaitiaki (guardian) of Ngāti Whare. In Te Whāiti-nui-a-Toi Canyon there is a cave that belongs to Hineruarangi called *Te Ti Whakamarumarutanga o Hineruarangi* or The Sheltering Palm of Hineruarangi."

In Ngāti Whare tradition, Hineruarangi is a *tipua*, or a celestial being, and takes the appearance of a white *kawau* (cormorant, commonly known as a shag). When Ngāti Whare see the white shag flying across the Whirinaki Valley, it is a sign that a Ngāti Whare chief is about to pass away or that a disaster is about to befall the tribe.

The Ngāti Whare oral tradition about Hineruarangi is recorded in the following waiata:

Ko Hineruarangi tera,
Ko Te Whāiti Nui-a-Toi i noho ai te kawau tipua nei
He tohu mate, he tohu aroha ki nga kainga mokemoke o te ngahere
Ka taiawhio te rere ki te Tai hauauru,
Te rua koha e kanapanapa ana i te uma
E kawē ana I tana kotua ki te tonga o te ra.
Nga tohu mate o te tuai Kerekere
He tipua, he taniwha, he tipua, he taniwha
Aue, ko Hineruarangi e.

Arohaki Lagoon

Arohaki Lagoon is a significant area for Ngāti Whare within the Whirinaki Conservation Park. It is known as the place where all the water birds congregate. It is both a sanctuary and nesting place for these birds, and a carefully managed mahinga manu at certain times of the year. Arohaki takes its name from a description of "the taking off of the birds, one by one, circling around". Ngāti Whare consider the lagoon a Tohu, or sign/marker for the area, that the birdlife navigates from. The nearby hill Pukehina is another Ngāti Whare hunting place, where the old Taupo track ran and where significant camp sites could be found. The fish in the lagoon also provided sustenance, with one of the breeds of kokopu being found there.

Mangawiri Basin

The Mangawiri Basin was an area of extremely dense and ancient totara which was tragically felled in the 1970s, an act that has been described by some as an environmental crime. The trees were so large and close together that the area looked like a cathedral, a place of majesty and beauty. The basin is the headwaters of the Mangawiri Stream, which flows north-east to the Whirinaki River, joining it just before the River enters the Kuhawaea plains.

The Mangawiri Basin is within the Whirinaki Conservation Park and is a site of great significance to Ngāti Whare. While originally a rich source of food and resources, it is also a

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

deeply spiritual area being the place most often frequented by the roaming Waewaekau, one of the spiritual guardians or kaitiaki of the wider Te Whāiti-nui-a-Toi area. In ancient times when Ngāti Whare's ancestors walked all over the land they left the turehu (fairy folk) to look after the place. The Waewaekau grew from these long associations and wherever its footprints went it took kaitiaki over the land and still form a part of Ngāti Whare today. The Waewaekau are sometimes described as being half-man and half-beast.

Even today some Ngāti Whare refuse to go to the Mangawiri because of the tapu nature of it, while other Ngāti Whare have hunted there and seen or felt the presence of the Waewaekau. Typically those people who see the Waewaekau are related to them. Their presence can also serve as a Tohu, or sign, about impending death. The Waewaekau serve to protect the taonga of the area.

Korero pakiwaitara about the Waewaekau is remembered by Ngāti Whare today:

He kupu wairua, kapea mai i te ao kohatu
Na nga Waewaekau tipuna i takina ki roto hae pupuri ake
i te mauri tapu ki te hau kainga
anei ra ko Te Whāiti Nui a Toi, whenua kite.

Moe oki oki i koutou e hiki na ki te mate
I te po o rangatira
Aue ko aku kurupounamu
Ngāti Whare hunga korero
Hunga taonga, hunga tangata ki te po.

Other Sites of Significance

There are numerous other sites of great significance to Ngāti Whare within the Whirinaki Conservation Park comprising waahi tapu, pa, kainga and mahinga kai.

These sites include:

- Pā: Okārea, Te Tapiri, Hapuawai, Mahunga Kuri, Oromaitake, Papouri Pā, Tuhoē-Ariki and Te Wairoa.
- Kainga: Kaikihikihi, Manganui, Maukora, Popotehe, Te Pakarutanga, Te Rautaki and Te Waiariki.
- Waahi tapu: Te Wai-Karakia-a-Wharepakau, Te Ana-a-Wharepakau, Te Whare-o-te-Atua and Tupurupuru urupa.
- Mahinga kai: Okurapoto, Otuawairua, Parori, Pukehou, Puketapu, Tangitu, Te Akau, Te Raena/Te Raenga, Whakakirikiri, Hawera and Tiritiri.

2. As part of Ngāti Whare's traditional rohe

Ngāti Whare's traditional rohe encompasses the Whirinaki Conservation Park.

The eponymous ancestor of Ngāti Whare, Wharepakau, with the help of his nephew Tangiharuru conquered the Rangitaiki and Whirinaki districts approximately 16 generations ago.

Wharepakau and Tangiharuru began their migration to the area by travelling from Ahuahu to Wharepuhunga. From there, they moved to Oruamatua, to Otamarakau and then to Te Awa-Tarariki. It was here at Te Awa-Tarariki that they decided to go inland to the Rangitaiki Plains. They followed the Tarawera River from Putauaki mountain to the Rangitaiki River where they defeated Te Marangaranga. They then proceeded inland, following the Rangitaiki River to Tawhiuau mountain. It was here that Wharepakau and Tangiharuru parted company and Wharepakau proceeded further inland, following the Whirinaki River to Te Whāiti Nui-a-Toi. Their conquests throughout their migration resulted in Wharepakau and Tangiharuru occupying the lands between the Whirinaki Valley and the Kaingaroa Plains, including the lands comprising the Whirinaki Conservation Park. From that time, 16 generations ago, to the present day, Ngāti Whare have maintained their associations with these lands.

3. *As a pataka kai*

Ngāti Whare oral tradition records *te takina nekeneke*, the migration of whanau and hapu to certain parts of the forest in order to hunt and gather food resources:

Ko ngā tāngata o tērā wā kāre e tino roa i tētahi wāhi ka āhua pau haere ngā kai ka huri ki tētahi wāhi atu. Koinei te takina nekeneke, ana, ko te whai haere i ngā wāhi kai. I timata mai rātau i Tūwatawata, i Minginui ka haramai ki Te Āpū ki Rautahi ki Tauwharekopua. Kua nekeneke haere ki te kimi kāinga i raro o Titokorangi, Wekanui me Rangiahua, i muri mai ka heke haere rātau ki Ngāputahi. I noho hapū rātau ka noho i te taha o ngā awa nei ko Whirinaki, Mangamate me Otuwairua. Mutu ana wā rātau mahi ka whakarāhuitia e rātau aua wāhi kia kore e kōhuruhia te kai kia kore e pau rānō te kai. Mā te tohunga rānō hai mahi i aua wāhi kia kore hoki e tere pau ngā kai.

The people of that time would not stay very long at a particular place and when the food resources were low at that place they would migrate to another area (where the food was more abundant). This is what I mean by how they moved around in groups in search of the food producing forests. They began at Tūwatawata and went on to Minginui and then continued towards Te Āpū, Rautahi and Tauwharekopua. They then moved around (the area) looking for dwelling places below Titokorangi, Wekanui and Rangiahua. After this they descended towards Ngāputahi. They dwelled together in clans and occupied areas beside the rivers like Whirinaki, Mangamate and Otuwairua. When they had finished bird-hunting they placed prohibitions upon those hunting-grounds so that the food resources would not be abused and depleted. It

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

was left for the high-priest to place prohibitions upon those areas so that the food-resources could be conserved.

Ngāti Whare oral tradition also records that the blossoming of the forest was, for Ngāti Whare, an indicator of the seasonal calendar:

Ka titiro rātau ki ngā rākau, ki ngā manu, hai tohu mo ngā maramataka. He rerekē te maramataka Māori ki te maramataka Pākeha, ko ngā tohu kē ko te hua o ngā rakau. Kai kona anō ngā tohu ko te haramai o ngā manu o waho pēnei i te koekoeā, te pīpīwharauoa. Ka tau mai rāua ki konei e haruru ana ngā waha, kua pai te mahi kākā, koirā ngā tohu kua mōmona te tuna. Ka wherowhero mai ana te rātā he tohu tēnei mo te hua o ngā kai.

They observed the trees and the birds as signs of the seasonal calendars. The Māori seasonal calendar is different to the Pākeha calendar, there are signs like the blossoming of the trees. There were many other signs that they observed such as the arrival of migratory birds such as the long-tailed cuckoo and the shining cuckoo. When those two birds land here their voices may be heard loud and clear, and that is a sign that it is the season for hunting the brown parrot and that the eels are fat. When the rātā tree blossoms this is also a sign that the food (of the forest) is ready.

Ko ngā maramataka o Te Whāiti-nui-a-Toi, ko te nekeneke rārangi tahi, a, i mahi tēnei nekeneke ia rima tau, whitu tau rānei ki Te Whāiti-nui-a-Toi.

The seasonal calendars of Te Whāiti-nui-a-Toi, the rarangi tahi cycle, occurred every five to seven years at Te Whāiti-nui-a-Toi.

Ngāti Whare have always acknowledged that with their use of the Whirinaki Conservation Park comes a responsibility to ensure the protection and maintenance of the resources. This is demonstrated in the following Ngāti Whare whakatauki which is about the seasonal bird-hunting cycle they used to follow:

He whenua pua, ko te puawai o te kai. He whenua puehu, ka kore tātau e kaha ki te tiaki i wēnei whenua, ana ka puehu.

The land which is frequented by birds, this refers to the abundance of the food resources. The land which turns to dust, if we are not careful in conserving our land, the result will be that it will turn to dust.

The traditional practice of te takina nekeneke is an exercise of Ngāti Whare's status and role as kaitiaki.

NGĀTI WHARE STATEMENT OF ASSOCIATION

TE UREWERA NATIONAL PARK

The following Statement of Association by Ngāti Whare applies to specified and discrete areas of Te Urewera National Park on the eastern boundary and north-eastern areas of the Area of Interest, by recognition of the following areas, as identified in the map in Schedule [x], including:

- a. maunga and wāhi tapu of significance located along the western margin of Te Urewera National Park where it abuts the eastern boundary of the Whirinaki Conservation Park and extending northwards along the Ikawhenua Range; and
- b. the separate "island" of Te Urewera National Park land which straddles State Highway 38 west of Te Whāiti, adjacent to the Whirinaki Conservation Park and Waikotikoti Marae.

Ngāti Whare's traditional rohe extends eastwards from the Whirinaki Conservation Park to and along the Tarapounamu Ridge, a long-standing boundary corridor between Ngāti Whare and Ngai Tuhoe. The traditions of Ngāti Whare illustrate the cultural, historical and spiritual association of Ngāti Whare to this area and it remains an area of significant importance to Ngāti Whare.

This area of Te Urewera National Park comprises all or part of the following land blocks in which Ngāti Whare has customary interests: Hikurangi-Horomanga, Tawhiuau, Tiritiri, Otairi, Maraetahia, Te Whāiti and Tarapounamu-Matawhero.

The Ngāti Whare hapu with particular customary associations with this area are Ngai Te Au, Ngāti Mahanga, Ngāti Te Karaha, Ngāti Whare ki Nga Potiki, Warahoe ki te Whāiti and Ngāti Hamua ki te Whāiti.

Ngāti Whare's association with this area dates back to the conquest by Wharepakau and Tangiharuru of Te Marangaranga. Following the conquest various Te Marangaranga pā were settled by Ngāti Whare and additional pā and kainga were established in the area by Ngāti Whare. These pā, over which Ngāti Whare view themselves as kaitiaki, include Kokotahi, Otihi, Whareraureku, Oputara, Oirakau, Haere-a-muri, Te Rourou and Popotehe.

The area was abundant with mahinga kai and Ngāti Whare exercised their tikanga of te takina nekeneke - their seasonal hunting practice - throughout the area. As well as permanent occupation sites, there are many waahi tapu and seasonal hunting and food gathering sites in this area.

Over many generations, Ngāti Whare have developed tikanga which embody their respect for the forest and resources within this area, which has always had an important role in sustaining the people of Ngāti Whare physically and spiritually.

Maunga of particular significance to Ngāti Whare within this area include Paewhakataratara, Tarapounamu, Whakaipu, Mapouriki, Maungataniwha, Pukerimu and Tawhiuau.

Awa of particular significance to Ngāti Whare within this area include the Whirinaki River, the Horomanga River, the Okahu Stream, the Waikotikoti Stream and the Kopikopiko Stream.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

The nature of Ngāti Whare's particular association with a number of the sites of significance in this area is as follows:

- **Te Rourou:** Te Rourou is where Wharepakau and Tangiharuru encountered and commenced their conquest of Te Marangaranga.
- **Te Ana Kai-Tangata a Wharepakau:** Te Ana Kai-Tangata a Wharepakau (the man eating cave of Wharepakau) is a cave near to Te Rourou. It was at that cave that Wharepakau recited a hypnotic incantation which pacifies the anger within peoples' minds.
- **Kahurangi:** Kahurangi is an urupa associated with Ngāti Whare.
- **Kaitangikaka:** Kaitangikaka was a Ngāti Whare seasonal occupation site associated with bird hunting, particularly kaka and kereru.
- **Oputara:** Oputara is a pā that was occupied by Ngāti Whare after the sacking by Crown forces of Te Harema/Ahikereru in 1869.
- **Otaiharuru:** Otaiharuru is a Ngāti Whare occupation site which contains a urupa.
- **Popotehe:** Popotehe was a kainga pumau or permanent occupation site of Ngāti Whare.
- **Te Herenga-a-Te Karaha:** This is the site where Karaha, descendant of Wharepakau and eponymous ancestor of the Ngāti Te Karaha hapu of Ngāti Whare, was killed.
- **Te Onepu:** Te Onepu was a kainga huihui or gathering place for Ngāti Whare.
- **Paraparaumu:** Paraparaumu is a pā to which Ngāti Whare moved after the second fall of Okārea. It is associated with Te Amo of Ngāti Whare. It was at Paraparaumu that Ngāti Whare entered into a Peace Agreement after the expulsion of Ngāti Pukeko in the 1830s.
- **Pukerimu:** Pukerimu is a bird hunting site where there were tutu, tawa and rimu trees that attracted the kaka.
- **Otairi kainga:** Otairi kainga is a seasonal kainga used by Ngāti Whare for bird hunting. It is associated with the Ngai Te Au hapu of Ngāti Whare.
- **Paewhakataratara:** Paewhakataratara is a mountain range of significance to Ngāti Whare. The associated Ngāti Whare hapu is Ngai Te Au and the awa is Mangamate. Te Au is the man and Hikaparatai is the ancestor.
- **Tarapounamu:** Tarapounamu, which is a mountain range that separates Te Whāiti from Ruatahuna, was the home of Te Whatanui and Tamehana Pihopa of Ngāti Whare. Ngāti Whare oral tradition records that Rakautawhia, an ancestor of Ngāti Whare,

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

hunted *kereru* at Tarapounamu. Fastened to the end of his spear was a piece of *pounamu* or greenstone that acted as its spearhead. Rakautawhia lost the greenstone spearhead when it became lodged in a *kereru* while hunting. The *kereru* flew off and Rakautawhia followed it all the way to Mount Tarawera where he finally caught the bird again and retrieved his greenstone. It is from this episode that Tarapounamu (the greenstone spearhead) received its name.

- **Otairi:** Otairi is a pou rahui and maunga of significance to Ngāti Whare. The associated Ngāti Whare hapu is Ngāti Te Karaha, and the awa are Otaiharuru and Mangakino. Te Karaha is the man and Te Katau is the ancestor.
- **Tawhiuau:** Tawhiuau is a pou rahui and maunga of significance to Ngāti Whare.
- **Mapouriki:** The Mapouriki is a pou rahui and maunga of significance to Ngāti Whare. Mapouriki is a male child of Tūwatawata and Moerangi. This maunga is particularly sacred to the Ngāti Whare hapu of Ngāti Whare ki Nga Potiki. The associated awa is Okahu. Tamatea kai Taharua is the man and Iwi Koru (the son of Wharepakau) is the ancestor.
- **Maungataniwha:** Maungataniwha is a pou rahui and maunga of significance to Ngāti Whare. Maungataniwha is a male child of Tūwatawata and Moerangi and he is their eldest child. It is from the area of Maungataniwha that Ngāti Whare's awa tapu (sacred river) - Te Whirinaki a Tane begins. Maungataniwha's domain is the main pataka kai (food gathering place) for Ngāti Whare.
- **Te Whare Poupou o te Marama:** Te Whare Poupou o te Marama is a high point on a maunga of the same name which rises to an elevation point of 684 metres above sea level. The pā site itself was a pā site of Te Marangaranga and was conquered by Ngāti Whare during the time of Wharepakau. It is also a kainga of Ngāti Whare.

PART 4

DEED OF RECOGNITION - DESCRIPTION OF AREAS

4. DEED OF RECOGNITION - DESCRIPTION OF AREAS

(Clause 5.37)

Deeds of Recognition

Area	Location
Specified areas of Te Urewera National Park	As shown on OTS-095-022
Whirinaki River and its tributaries	As shown on OTS-095-010

PART 5

DEED OF RECOGNITION

5. DEED OF RECOGNITION

(Clause 5.37)

THIS DEED is made

BETWEEN

Te Rūnanga o Ngāti Whare

AND

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

IT IS AGREED as follows:

1 BACKGROUND

- 1.1 Te Rūnanga o Ngāti Whare, and the Crown are parties to a deed of settlement dated [].
- 1.2 It was agreed under clauses [] of the deed of settlement that, if it became unconditional, the Crown and Te Rūnanga o Ngāti Whare would enter into this deed.
- 1.3 The [settlement legislation] has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section [] of the settlement legislation, the statements by Ngāti Whare set out in clause 2.2 of its particular cultural, spiritual, historical and traditional association with the statutory areas.

2 STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

- 2.1 This deed applies to each of the following statutory areas:
 - 2.1.1 [to insert]; and
 - 2.1.2 [to insert].
- 2.2 The statements of association relating to each of those statutory areas are as follows:
 - [to insert]
 - 2.2.1 []; and
 - [to insert]
 - 2.2.2 [];

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

3 CONSULTATION BY THE MINISTER OF CONSERVATION WITH TE RŪNANGA O NGĀTI WHARE IN RELATION TO THE STATUTORY AREAS

3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity referred to in clause 3.2 in relation to or within a statutory area, consult and have regard to the views of Te Rūnanga o Ngāti Whare concerning the association of Ngāti Whare with that statutory area as described in the statement of association.

3.2 Clause 3.1 applies to the following activities:

3.2.1 preparing:

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

3.2.2 locating or constructing structures, signs or tracks.

3.3 The Minister of Conservation and the Director-General of Conservation must, in order to enable Te Rūnanga o Ngāti Whare to give informed views when consulting under clause 3.1, provide Te Rūnanga o Ngāti Whare with relevant information.

4 LIMITATIONS

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

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

4.2.1 require the Crown to undertake, increase, or resume any activity of the kind referred to in clause 3.2; or

4.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any activity referred to in clause 3.2.

4.3 This deed is subject to the provisions of sections [] of the settlement legislation [*the Statutory Acknowledgement / Deed of Recognition does not affect the exercise of powers and functions, does not affect lawful rights of persons not party to the Deed of settlement, do not create an interest or estate in the statutory area, does not prevent the Crown offering similar redress*].

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

5 TERMINATION

- 5.1 This Deed terminates in respect of the statutory area (or part of it) if:
- 5.1.1 Te Rūnanga o Ngāti Whare and the Minister of Conservation agree in writing that this deed is no longer appropriate for the area concerned; or
 - 5.1.2 the area concerned is disposed of by the Crown; or
 - 5.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 3.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.
- 5.2 If this deed terminates under clause 5.1.3 in relation to an area, the Crown will take reasonable steps to ensure Te Rūnanga o Ngāti Whare continues to have input into the activities referred to in clause 3.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

6 NOTICES

- 6.1 Notices to Te Rūnanga o Ngāti Whare and the Crown may be given in the manner provided in part 8 of the provisions schedule to the deed of settlement.
- 6.2 Te Rūnanga o Ngāti Whare's address where notices may be given is (until further notice) as provided in paragraph 1.3 of the provisions schedule to the deed of settlement.
- 6.3 The Crown's address where notices may be given is:
[Yet to be confirmed - usually Area Manager].

7 NO ASSIGNMENT

Te Rūnanga o Ngāti Whare may not assign its rights or obligations under this deed.

8 DEFINITIONS AND INTERPRETATION

- 8.1 In this deed, unless the context requires otherwise
- concession** has the same meaning as in section 2 of the Conservation Act 1987;
 - Minister of Conservation** and **Minister** means the person who is the Minister of Conservation;
 - party** means a party to this deed;
 - statement of association** means a statement of association in clause 2.2; and
 - statutory area** means the statutory area referred to in clause 2.1.
- 8.2 In the interpretation of this deed, unless the context requires otherwise:
- 8.2.1 terms and expressions that are not defined in this deed but are defined in the deed of settlement have the meaning in this deed that they have in the deed of settlement; and
 - 8.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this deed; and

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 8.2.3 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and
- 8.2.4 the singular includes the plural and vice versa; and
- 8.2.5 words importing one gender include the other genders; and
- 8.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted; and
- 8.2.7 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced; and
- 8.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
- 8.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate; and
- 8.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the Te Rūnanga o Ngāti Whare and the Crown; and
- 8.2.11 where something is required to be done by or on a day that is not a business day, that thing must be done on or by the next business day after that day; and
- 8.2.12 a reference to time is to New Zealand Standard time.
- 8.3 In this deed, references to SO plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.
- 8.4 If there are any inconsistencies between this deed and the deed of settlement, the provisions of the deed of settlement will prevail.

PART 6

NEW OFFICIAL GEOGRAPHIC NAMES

6. NEW OFFICIAL GEOGRAPHIC NAMES

(Clause 5.45.2)

New Official Geographical Names

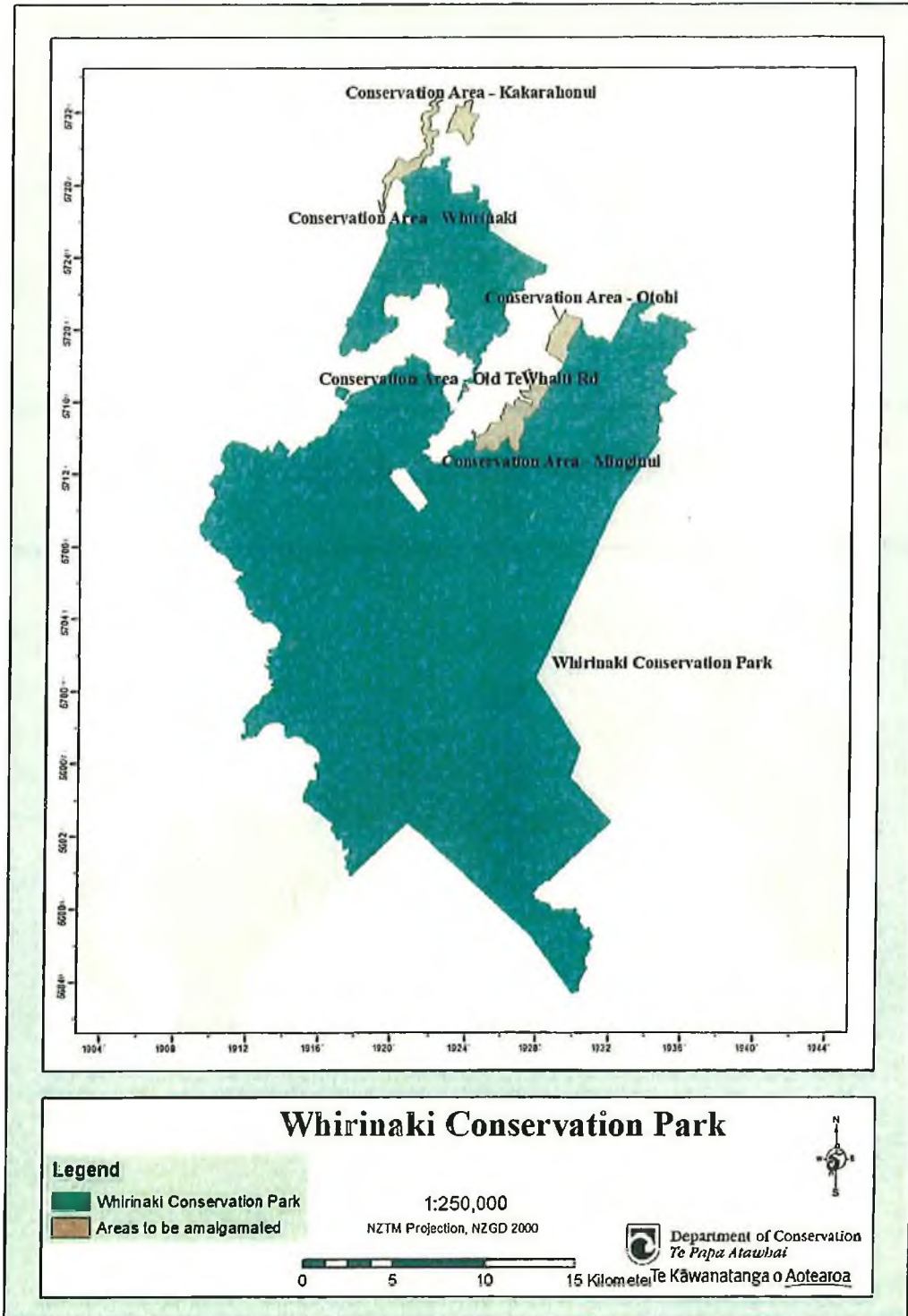
Existing place name	Altered place name	Location (New Zealand Geodetic Datum 2000)	Feature Type
Te Taupiri	Te Tāpiri	38 36 30.613 S 176 38 39.673 E	Hill
Arahaki Lagoon (recorded)	Arohaki Lagoon	38 40 51.653 S 176 39 38.807 E	Lagoon

PART 7

STEWARDSHIP AREAS

7. STEWARDSHIP AREAS

(Clause 5.8.1)



PART 8

**TE PUA O WHIRINAKI REGENERATION
TRUST DEED AND
WĀHI TAPU DEED OF GIFT**

8. TRUST DEED AND DEED OF GIFT

8.1 TE PUA O WHIRINAKI TRUST DEED

(Clause 12.5)

Dated

2009

**TE PUA O WHIRINAKI
REGENERATION TRUST**

DEED OF TRUST

Settlors

TE RŪNANGA O NGĀTI WHARE

THE CROWN

Trustees

[NAMES]

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DATED

2009

PARTIES

- (1) **TE RŪNANGA O NGĀTI WHARE** and the **CROWN** (as "Settlers")
- (2) **[NAMES]** (the "Trustees")

BACKGROUND / TAKENGA MAI

- A. Ngāti Whare has a vision for the future centred on five fundamental principles which have guided Ngāti Whare's engagement in Treaty settlement negotiations with the Crown. A key principle of those negotiations and the principle underlying the establishment of this Trust is "He Tapu Te Whirinaki" - the Sacredness of the Whirinaki.
- B. To Ngāti Whare, "Te Whirinaki" extends beyond the boundaries of the Whirinaki Conservation Park and encompasses the land, forest, waterways and resources of Te Whāiti Nui-a-Toi, the Whirinaki Valley and the indigenous forest that once extended across that landscape.
- C. To achieve its purposes Ngāti Whare wishes to establish an ongoing and active partnership between Ngāti Whare and the Crown in relation to the whenua, ngahere, awa and other taonga in and around Te Whāiti Nui-a-Toi and the Whirinaki Conservation Park; reflecting not only the significance of those resources and their restoration and protection to Ngāti Whare, but also the wider public interest in the enjoyment and sustainability of those resources.
- D. The Whirinaki Conservation Park is internationally significant for its mixed podocarp forests (totara, rimu, miro, matai and kahikatea) and species richness. The Whirinaki Conservation Park is unique within the Bay of Plenty as the only area of substantial, mainly contiguous conservation land not presently threatened by population growth. The Park is of enormous cultural and spiritual value to Ngāti Whare, containing numerous wāhi tapu and other sites of significance, as well as being the habitat of numerous species of trees, plants, birds and rongoa prized by Ngāti Whare.
- E. Project Whirinaki is a scheme proposed by Ngāti Whare for the human-assisted podocarp regeneration within parts of the Whirinaki CFL and potentially areas within the adjacent Whirinaki Conservation Park. Ngāti Whare sees Project Whirinaki as a vehicle to enhance the overall value and ecological and cultural health of an expanded Whirinaki Conservation Park and adjacent areas for future generations of New Zealanders, help restore the mana of Ngāti Whare as kaitiaki of the Park, and in doing so to encourage social and economic development for the communities of Minginui and Te Whāiti.
- F. Ngāti Whare wishes to enter into a true partnership with the Crown in relation to the management and control of the land, forest, waterways and resources within Ngāti Whare's rohe. Ngāti Whare seeks an enduring relationship for the 21st Century and beyond, recognising that while individuals, companies and governments come and go, the iwi of Ngāti Whare will always remain.
- G. In order to achieve these goals, the Settlers have agreed to establish a charitable trust to give effect to the charitable purposes referred to in this deed.

H. On signing this deed the Settlor have paid \$10 to the Trustees to be held upon the trusts and with the powers set out in this deed.

NOW THIS DEED RECORDS:

1. INTERPRETATION / WHAKAMĀRAMATANGA

1.1 **Defined terms:** In this deed unless the context requires otherwise:

"**Annual Report**" means the annual report prepared in relation to the activities of the Trust in accordance with rule 22 of Part two of the Second Schedule;

"**Balance Date**" means 31 March or any other date which the Trustees adopt by resolution as the date up to which accounts are to be made in each year;

"**Designated Gift**" means a gift which is subject to a trust for a specific purpose that comes within the purposes of the Trust;

"**Implementation Plan**" means the implementation plan for the Trust prepared in accordance with rule 23 of Part two of the Second Schedule;

"**Income Year**" means any year or other accounting period ending on a Balance Date;

"**Project Whirinaki**" means the project aimed at regenerating the Regeneration Land within the Whirinaki CFL to podocarp forest and to be managed by this Trust;

"**Regeneration Land**" means up to 640 hectares of that land contained in the Kaingaroa Forest/Whirinaki Block being Crown forest licensed land and referred to in the [Agreement in Principle for the Settlement of the Historical Claims of Ngāti Whare dated 19 June 2009].

"**Related Person**" for the purposes of clause 9.3 and in relation to any business to which section CW 42 of the Income Tax Act 2007 applies, means a person specified in paragraphs (i) to (iv) of subsection (5)(b) of that section, the persons currently specified being:

- (a) a settlor or trustee of the trust by which the business is carried on; or
- (b) a shareholder or director of the company by which the business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or
- (d) a person associated with a settlor, trustee, shareholder or director referred to in subparagraphs (a) to (c) above; and

for the avoidance of doubt, includes any other person with some control over the business that is able to direct or divert, to their own benefit or advantage, an amount derived from the business;

"**Teleconference Meeting**" for the purposes of rule 19 of Part two of the Second Schedule means a meeting where the participants are contemporaneously linked by telephone or some other means of instant audio or audio and visual communication;

"**Te Rūnanga o Ngāti Whare**" means the Ngāti Whare governance entity established in accordance with paragraph 97(d) of the [Agreement in Principle for the Settlement of the Historical Claims of Ngāti Whare dated 19 June 2009] also being a trust (formerly called Te Rūnanga o Ngāti Whare Iwi Trust) established by deed of trust dated 14 February 1999 and presently constituted and governed by an [amended deed of trust dated 13 December 2008];

"**Trust**" means the charitable trust created by this deed;

"**Trust Deed**" when appearing in the rules set out in the Second Schedule, means this deed, which was signed by the first named Trustees and includes any amendments to this deed made in accordance with this deed;

"**Trust Fund**" means the sum of \$10 referred to in Background G of this deed and includes any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees after this deed has been signed with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this deed;

"**Trustees**" means the persons appointed for the time being in accordance with [the Second Schedule], including as at the date of this Trust Deed, the first named Trustees;

"**Whirinaki CFL**" means that part of the Central North Island Forests Land shown on Overview Map B in Attachment 3 of the [Agreement in Principle for the Settlement of the Historical Claims of Ngāti Whare dated 19 June 2009].

1.2 **Construction:** In the construction of this deed, unless the context requires otherwise:

- (a) a reference to "Trustees" is a reference to the trustees for the time being of the Trust Fund, whether original, additional or substituted;
- (b) a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- (c) a reference to an enactment is a reference to that enactment as amended, or to any enactment that has been substituted for that enactment;
- (d) the schedules form part of this deed;
- (e) headings appear as a matter of convenience and shall not affect the construction of this deed;
- (f) references to the singular include the plural, and vice versa;
- (g) if there is a conflict between the rules and the other provisions of this deed the other provisions of this deed shall prevail.

2. CREATION OF THE TRUST / WHAKAPONO WHAKATŪTURUTANGA

Declaration of trust

- 2.1 The Settlers direct, and the Trustees acknowledge, that the Trustees shall hold the Trust Fund upon the trusts and with the powers set out in this deed.

Name of trusts

- 2.2 The trusts created by this deed are to be known as the "Te Pua o Whirinaki Regeneration Trust" or by such other name as the Trustees may determine by resolution from time to time.

3. REGISTRATION / RĒHITATANGA

Incorporation under the Charitable Trusts Act 1957

- 3.1 If they consider it appropriate the Trustees may apply under the Charitable Trusts Act 1957 for incorporation as a board under the name the "Te Pua o Whirinaki Regeneration Trust", or under such other name approved by the Registrar of Incorporated Societies.

Registration under the Charities Act 2005

- 3.2 If they consider it appropriate the Trustees may apply to be registered as a charitable entity under the Charities Act 2005. If and while so registered, the Trustees will comply with the requirements of that Act.

4. CHARITABLE PURPOSES / WHAINGA

Purposes

- 4.1 The Trust is established for purposes beneficial to the community in New Zealand to receive, hold, manage and administer the Trust Fund in order to manage the active regeneration into native bush of the Regeneration Land and other areas within or adjacent to the Whirinaki Conservation Park and/or the Regeneration Land ("the **primary purpose**").
- 4.2 If, in the opinion of all of the Trustees of the Trust, the primary purpose of the Trust becomes impossible, impracticable or inexpedient, then the Trustees will hold the Trust Fund for any other purposes (whether relating to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community) which are charitable according to the law of New Zealand. Preference shall be given in this case for purposes which are similar to the primary purpose.

Means of achieving purposes

- 4.3 The Trustees may, in order to achieve the purposes of the Trust, in addition to all other powers vested in the trustees:
- (a) receive, hold and apply to Trust purposes:

KTA #

- (i) gifts from the Crown equalling more or less the accumulated rentals derived from the Regeneration Land; and
- (ii) such future rental income as may be derived from any part of the Regeneration Land;
- (b) enter into formal arrangements with the Department of Conservation and others to enable the Trust's active regeneration initiatives to be implemented in areas within the Whirinaki Conservation Park and neighbouring areas;
- (c) accept any appointment, whether under statute or otherwise to manage marginal strips of Crown land bordering the Regeneration Land;
- (d) raise funds from third parties including regional councils, government scientific and development agencies, private philanthropists, corporates, charitable trusts and through the Trust's own economic initiatives;
- (e) take any action the Trustees consider necessary to ensure a lasting and positive outcome for the ecological health of the Regeneration Land, the expanded Whirinaki Conservation Park and neighbouring areas;
- (f) to carry out any other activity, including without limitation an educational activity, which directly or indirectly supports or advances the primary purpose of the Trust.

5. INCOME TRUSTS / WHAKAPONO PŪTEA

Power to pay, apply or appropriate income

- 5.1 The Trustees may pay, apply or appropriate, or decide to pay, apply or appropriate as much of the income arising from the Trust Fund in an Income Year as they think fit for or towards one or more of the purposes of the Trust. If the Trustees provide for more than one purpose they need not treat each purpose equally.

Provisions relating to payments, applications and appropriations of income

- 5.2 The Trustees, by written resolution, may appropriate any investments for one or more of the purposes of the Trust in anticipation of a payment or application under clause 5.1.
- 5.3 In any Income Year, the Trustees may appropriate all, or part of the income derived or to be derived from the Trust Fund during that Income Year even though, at the time of appropriation, they have not received the income being appropriated.
- 5.4 If the Trustees appropriate any income for any purpose of the Trust the recipient of that income shall take an absolute and indefeasible interest in that income as from the date on which it is appropriated.

Power to retain income

- 5.5 The Trustees need not distribute all of the income arising from the Trust Fund in an Income Year, but may retain or decide to retain all or part of that income to establish or augment any reserve fund, which may be used at any later time for any purpose for which income arising from the Trust Fund may be used.

6. CAPITAL TRUSTS / WHAKAPONO MONI HUA

- 6.1 At any time the Trustees may, or may decide to pay, apply or appropriate as much of the capital of the Trust Fund as they think fit for or towards one or more of the purposes of the Trust. If the Trustees so provide for more than one purpose they need not treat each purpose equally. Any payment, application or appropriation of capital may be made either in addition to or in place of any payment, application or appropriation of income.

7. RECEIPTS / KOHA

Receipt of gifts

- 7.1 The Trustees may receive solicited and unsolicited gifts of any real or personal property for the purposes of the Trust or for any specific purpose that comes within the purposes of the Trust.

Separate specific trusts

- 7.2 If the Trustees accept a Designated Gift they shall keep that Designated Gift and any income derived from it separate from the general assets of the Trust Fund, and administer it as a separate specific trust in terms of the trust under which it was given.
- 7.3 The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other separate specific trust. Similarly, the Trustees shall not use the general assets of the Trust Fund for such purposes.
- 7.4 Each separate specific trust shall bear its own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the general purposes of the Trust.

Receipts for payments

- 7.5 The receipt of the secretary, treasurer or other person or persons appearing to the Trustees to be authorised to give receipts on behalf of the recipient of any payment made under the terms of this deed, shall be a complete discharge to the Trustees for that payment.

8. PATRONS

Appointment

- 8.1 The Trustees may by ordinary resolution appoint any person or persons to be patron or patrons of the Trust.

Cessation of Office

- 8.2 A Patron shall hold office until he or she resigns by notice in writing to the Trustees, dies or is removed from office in accordance with the provisions of clause 8.3.

Removal

- 8.3 A Patron may at any time be removed as a Patron of the Trust by a special resolution, if in the opinion of the Trustees voting, the continuation of the Patron in office, is not in the best interests of the Trust.

9. INTERESTED TRUSTEES / NGA KAITIAKI ARO MAI

Disclosure of interests

- 9.1 A Trustee will be interested in a transaction to which the Trust is a party if the Trustee:
- (a) is a party to, or will derive or may derive a material financial benefit from that transaction;
 - (b) has a material financial interest in another party to the transaction;
 - (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party that is wholly owned by the Trust;
 - (d) is the parent, child or spouse, civil union partner, or de facto partner of another party to, or person who will or may derive a material financial benefit from the transaction; or
 - (e) is otherwise directly or indirectly materially interested in the transaction.
- 9.2 As soon as a Trustee becomes aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, he or she shall disclose to his or her co-trustees at a meeting of the Trustees:
- (a) if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or
 - (b) if the monetary value of the Trustee's interest cannot be quantified, the nature and extent of that interest.
- 9.3 A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust.

Dealing with interested Trustees

- 9.4 Subject to clause 8.2 and to rule 13 in Part Two of the Second Schedule, each Trustee may act as a Trustee and still contract or otherwise deal with the Trustees in his or her personal capacity or in any other capacity as if he or she had not been appointed as a Trustee. This right to continue to act as a Trustee shall apply even though a Trustee's interest or duty in a particular matter may

conflict with his or her duty to carry out the purposes of the Trust Fund, or his or her duty to the beneficiaries of the Trust Fund, as the case may be.

10. RESTRICTIONS ON PRIVATE PECUNIARY PROFIT AND ON BENEFITS IN BUSINESS ACTIVITY / RĀHUI TAPU PAINGA MAHI

No private pecuniary profit of any individual and exceptions

10.1 No private pecuniary profit shall be made by any person involved in this Trust, except that:

- (a) any Trustee or committee member appointed by the Trustees shall be entitled to be reimbursed out of the assets of the Trust for all expenses which he or she properly incurs in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable and proper remuneration to any officer or employee of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) any Trustee is to be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

10.2 The Trustees, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by rule 13 in Part Two of the Second Schedule and clause 10.4 of this deed are strictly observed.

10.3 For the avoidance of doubt no trustee is to be paid a fee for services rendered to the Trust in their capacity as trustee.

Prohibition of benefit or advantage in business activity

10.4 In the carrying on of any business under this deed no benefit or advantage shall be given to, or received, by any Related Person where that Related Person, in his or her capacity as a Related Person, is able in any way (whether directly or indirectly) to determine, or to materially influence the determination of:

- (a) the nature or extent of a relevant benefit or advantage; or
- (b) the circumstances in which a relevant benefit or advantage is, or is to be, given or received.

10.5 For the avoidance of doubt, and without limiting clause 10.4 above, this clause applies to any other person with some control over the business, if that person is able to direct or divert, to their own benefit or advantage, an amount derived from the business.

- 10.6 A person who is in the course of and as part of the carrying on, of his or her business of a professional public practice, shall not, by reason only of him or her rendering professional services to the Trust or to any company or person by which any business of the Trust is carried on, be in breach of the terms of clause 10.4.

11. TRUSTEES' POWERS / NGA KĀUPAPA

General power

- 11.1 It is intended that in the exercise of their discretion the Trustees shall have the fullest possible powers in relation to the Trust Fund, and that they may do anything they think necessary, expedient or desirable even though it is something which they would not normally have power to do in the absence of an express power or an order of the Court. However:
- (a) this general power does not authorise the Trustees to do anything which may prejudice the charitable nature of the purposes of the Trust; and
 - (b) all the Trustees' powers, authorities and discretions shall be subject to any direction to the contrary in any instrument evidencing or conferring a gift accepted by the Trustees, whether the gift is a Designated Gift or is generally for the purposes of the Trust Fund.

Specific powers

- 11.2 Without prejudice to the generality of clause 11.1, or to any of the Trustees' express or implied powers, the Trustees shall have the powers specified in the First Schedule and may exercise them either alone or with any other person(s).

12. ADVICE OF COUNSEL / TOHUTOHU RŌIA

If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a barrister or solicitor of the High Court of New Zealand of at least 7 years' standing. And they may act upon the barrister or solicitor's opinion without being liable to any person who may claim to be beneficially interested in respect of anything done in accordance with that opinion. This right to obtain and act upon a barrister or solicitor's opinion, however, will not restrict the Trustees' right to apply to the High Court of New Zealand for directions.

13. LIABILITY OF TRUSTEES / NGAI KAITIAKI TAUNAHA

A Trustee shall be liable only for any loss attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust. In particular, no Trustee shall be bound to take, or liable for failing to take, any proceedings against a co-Trustee for breach or alleged breach of trust.

14. INDEMNITY / INIHUATIA

Any Trustee shall be entitled to exoneration and indemnity out of the assets of the Trust for any liability which that Trustee incurs in relation to the Trust and which is not attributable to that Trustee's dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust.

15. TRANSFER OF REGENERATION LAND AND OTHER LANDS

Transfers to give effect to charitable purposes

15.1 The Trustees may transfer or gift at any time the Regeneration Land, or any other real or personal property held by the Trust, to an entity or agency with similar charitable purposes to the Trust or to any other person (including, without limitation, the Department of Conservation) provided however that where the recipient entity or agency is not charitable, the transfer or gift shall be made on trust for such of the charitable purposes of this Trust as the trustees may determine in their absolute discretion..

15.2 The Trustees, in making any such transfer or gift under clause 15.1, must be satisfied that the transfer or gift will give effect to or advance the charitable purposes of this Trust.

Consultation on transfer of regeneration and other lands

15.3 Where such a transfer or gift is proposed, the Trustees shall give [30] days written notice to Te Rūnanga o Ngāti Whare and to the Minister of Conservation, of the intention to make such a transfer or gift.

15.4 The Trustees shall then consult with Te Rūnanga o Ngāti Whare and the Minister of Conservation and shall have reasonable regard to the views of the Te Rūnanga o Ngāti Whare and the Minister of Conservation, but shall not be bound by those views.

15.5 Te Rūnanga o Ngāti Whare will in relation to such consultation seek the views of its members pursuant to the process prescribed for the major transactions within the trust deed of Te Rūnanga o Ngāti Whare.

16. CONSULTATION

16.1 The Trustees, shall consult with Te Rūnanga o Ngāti Whare and the Minister of Conservation (or in each case their successor or assign), on any decision in relation to the winding up of the Trust under clause 17 or the alteration of this deed under clause 19.

16.2 The Trustees shall act in good faith and shall have regard to the views of Te Rūnanga o Ngāti Whare and the Minister of Conservation as expressed during that consultation process. However, the Trustees shall not be obliged to follow or accept any recommendations made and any failure to do so shall not invalidate any decision of the Trustees.

16.3 If for any reason, the person with whom the Trustees shall consult under clause 16.1 is no longer available for consultation, the Trustees shall not be required to consult with any other party.

17. WINDING UP / WHAKAMUTUNGA

17.1 The Trustees may, after consultation with the Te Rūnanga o Ngāti Whare and the Minister of Conservation in accordance with clause 16, wind up the Trust if in their unanimous opinion it becomes impossible, impracticable or inexpedient to carry out the purposes of the Trust in accordance with clause 4 of this deed, and they decide not to exercise their power under clause 5 to pay, apply or appropriate the whole of the capital of the Trust Fund for the purposes set out in clause 4.

17.2 On the winding up or dissolution of the Trust pursuant to this clause, the Trustees shall give or transfer all surplus assets after the payment of costs, debts and liabilities:

- (a) to some other charitable organisation or body having similar objects to the Trust; or
- (b) for some other charitable purpose or purposes.

18. RULES / RITENGA

The rules (with any valid alterations) set out in the Second Schedule which govern the appointment, retirement and proceedings of the Trustees subject to the provisions of this deed, will bind the Trustees both before and after their incorporation as a board under the Charitable Trusts Act 1957.

19. ALTERATIONS TO DEED / WHAKAREREKĒTANGA TURE

19.1 This deed may be altered only, after consultation with the Te Rūnanga o Ngāti Whare and the Minister of Conservation in accordance with clause 16, by a unanimous resolution of all of the Trustees present and voting at a duly convened and conducted meeting of the Trustees.

19.2 The secretary of the Trust shall give each Trustee written notice of any proposed resolution for the alteration of this deed at least 14 days before the date of the meeting at which it is to be considered.

19.3 Before resolving to make any alteration to this deed, the trustees shall be satisfied that the proposed alteration does not prejudice the charitable nature of the Trust, and in particular the efficacy of clauses 4, 9, 10, 17 and this clause 19.3 in meeting the requirements for any exemption available to charities under the New Zealand revenue laws.

20. GOVERNING LAW / TURE WHAKAHAERE

20.1 This deed shall be governed by and construed in accordance with New Zealand law.

21. SEVERABILITY / TE NOHO MOTUHAKE O NGĀ WĀHANGA

21.1 If one or more of the provisions of this Deed shall be invalid, illegal or unenforceable, the remaining provisions of this Deed shall not be affected and shall continue in full force and effect.

FIRST SCHEDULE:

TRUSTEES' SPECIFIC POWERS / NGA KAUPAPA O TE RŪNANGA WHAKAHAERE

The Trustees have power:

1. To raise funds

To raise money for any of the purposes of the Trust by all lawful means, including the conduct of fundraising campaigns.

2. To invest

To invest the Trust Fund and the income from it in any form of investment, and to vary any such investment from time to time. Where, for the time being, there is more than one person acting as a trustee of the Trust Fund, and one or more, but not all, of them is or are engaged in a profession, employment or business which is or includes acting as a trustee or investing money on behalf of others, then in exercising any power of investment, that trustee or those trustees (as the case may be) shall not be required to exercise the care, diligence and skill that a prudent person engaged in that profession, employment or business would exercise in managing the affairs of others. Rather, that trustee or those trustees (as the case may be) shall be required only to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

3. To retain investments

To retain any investments coming into the Trustees' hands as part of the Trust Fund for as long as the Trustees think proper, even if they are not investments which could be properly made by a trustee.

4. To sell

To sell any real or personal property forming part of the Trust Fund in the manner and on the terms and conditions the Trustees think fit, including (without limitation) power to allow such part of the purchase price as the Trustees think fit to remain on loan with or without security or to be payable by instalments.

5. To postpone sale

To postpone the sale of any real or personal property forming part of the Trust Fund for as long as the Trustees think fit without being liable for any resultant loss to the Trust Fund.

6. To let

To let any real and personal property at such rent and on such terms and conditions (including an option to purchase) as the Trustees think fit and to accept surrenders of any leases and tenancies.

7. To borrow

To borrow any money at whatever rate of interest and upon whatever other terms and conditions the Trustees may think fit. For this purpose the Trustees may give security for repayment over the entire Trust Fund or any part of it, whether or not any part over which the security is given benefits from the borrowing.

8. To carry on business

8.1 To carry on any business anywhere in the world, whether in partnership or otherwise, for as long as the Trustees think fit. The Trustees may use any part of the Trust Fund as capital in the business, and may also employ in the business such managers, agents, employees and other persons (including any Trustee other than a person who for the time being is the sole Trustee of the Trust Fund) as they think fit.

8.2 The Trustees shall be absolutely indemnified out of the Trust Fund for any losses which they may sustain in so carrying on any such business.

8.3 Subject to the terms and conditions on which any business is carried on by the Trustees, the net annual profits from any business shall, at the Trustees' discretion, be distributable as income in the Trustees' hands without having to be first applied in making good any earlier business losses. Any business losses for any year, unless the Trustees decide otherwise, shall be borne by the capital of the Trust Fund and not recouped out of later profits.

9. To accept payment in company securities

In the sale of any business to a company, to accept payment for all or part of the purchase price in ordinary deferred or preference shares (whether fully paid or partly contributory) or debentures or debenture stock of such company. In exercising this power the Trustees shall not be taken to be exercising a power of investment.

10. To promote a company

To promote a company or companies for the purpose of acquiring any business or the assets of any business.

11. To act in relation to certain companies

In respect of any company in which the Trust Fund holds or is the beneficial owner of shares, notes, stock or debentures:

- (a) to act as a director of the company and to receive and retain fees or other remuneration for so acting without having to account to the Trust Fund unless the Trustees otherwise require;

- (b) to provide out of the Trust Fund on such terms as the Trustees think fit further capital for the company either by way of advances, loans, deposits or otherwise (with or without security) or by taking further shares in the company, but only insofar as the Trustees are satisfied on reasonable grounds that the provision of such further capital will contribute to the ability of the Trustees to fulfil the charitable purposes specified in clause 4;
- (c) to concur in the winding up, reconstruction or amalgamation of the company or in the modification of its regulations, on whatever terms the Trustees think fit; and
- (d) generally to act in relation to the company in whatever manner the Trustees consider to be in the best interests of the Trust Fund.

12. To subdivide

To subdivide any real property forming part of the Trust Fund and to meet the costs of subdivision out of the Trust Fund.

13. To maintain property

To maintain, manage and improve property which, or any interest in which, forms part of the Trust Fund, in whatever manner the Trustees think fit. For those purposes, the Trustees may pay and apply any of the capital and income of the Trust Fund as they think fit.

14. To develop

To spend any sums out of the capital or income of the Trust Fund the Trustees think fit in developing any real property forming part of the Trust Fund, and to do all things which the Trustees consider necessary or desirable for the proper completion of the development.

15. To purchase property

To purchase as an asset of the Trust Fund any property or interest in property which the Trustees consider will benefit the Trust Fund. In exercising this power the Trustees shall not be taken to be exercising a power of investment.

16. To transfer or gift property

To transfer or gift any real property forming part of the Trust Fund, as the Trustees think fit, so as to give effect to or advance the purposes of the Trust. In exercising this power the Trustees shall not be taken to be exercising a power of investment.

17. To grant and acquire options

To grant acquire, dispose of and exercise any option to purchase, lease or exchange any interest in real or personal property of any value, whether the option is incidental to, or independent of, any sale, lease, exchange or other disposition. An option may be granted, acquired or disposed of on such terms and conditions as the Trustees think fit, and in respect of a grant, may be granted at a price determined at the time of the grant or at such later date as the Trustees think fit. The

Trustees shall not be personally liable for any loss arising from their exercise of this power and shall be indemnified accordingly out of the Trust Fund.

18. To make loans and advances

To make any loans or advances (with or without security) for any of the purposes of the Trust Fund in such manner and on such terms and conditions as the Trustees think fit.

19. Capital, income and blended funds

To determine whether any money is to be considered as capital or income, and which expenses should be paid out of capital and out of income respectively, and also to apportion blended funds. Each determination or apportionment shall be final and binding on all persons beneficially interested in the Trust Fund.

20. Depreciation or replacement funds

To set up and maintain any depreciation or replacement funds for any purpose the Trustees may consider advisable, and in this regard to determine in their discretion:

- (a) the amount of income to be credited from time to time to any of those funds;
- (b) whether those funds are income or capital.

21. Bank accounts

To open any bank accounts in any name(s) either on the Trustees own behalf or jointly with some other person(s), and to overdraw any such account with or without giving security. The Trustees may also make arrangements with any bank for any one or more of the following persons to operate on any of the Trustees' accounts at that bank:

- (a) the Trustees; and
- (b) any delegate(s) named in writing by all the Trustees.

22. To guarantee obligations

To guarantee the liability of any person or corporation for the purposes of the Trust Fund and to give security in support of any such guarantee.

23. To insure

To insure any building or other insurable property to any amount up to its full insurable value, or at the Trustees' option, up to its full replacement value, against destruction or damage by fire, earthquake, fire following earthquake and such other risks as the Trustees think fit. The Trustees may pay the premiums out of income or capital as they think fit.

24. To waive debts

Without being liable for loss, to waive any debts due to the Trust Fund, either absolutely or on such terms as the Trustees think expedient.

25. To deposit funds

To deposit all or part of the Trust Fund in any currency in a savings or other interest or non-interest bearing account with any bank, trust, company or other financial or investment institution in any jurisdiction in the world. In making any deposit the Trustees shall not be liable for any loss due to devaluation or any foreign exchange or other governmental restriction.

26. To hold the Trust Fund uninvested

To hold any part of the Trust Fund uninvested and in any currency for as long as the Trustees think fit without being liable for any loss due to devaluation or any foreign exchange or other governmental restriction.

27. To protect or enhance assets

To enter into any type of contract whatsoever to protect, maintain or enhance the value of any assets acquired or held by the Trustees or which they have the right to acquire or hold.

28. Do all other necessary or desirable things

The Trustees may do all other lawful things that are necessary or desirable in their opinion for the carrying out of the purposes of the Trust.

SECOND SCHEDULE:

RULES GOVERNING THE APPOINTMENT, RETIREMENT AND PROCEEDINGS OF THE TRUSTEES
/ NGA RITENGA O KAITIAKI NGA MEMA WHAKAPONO

PART 1: THE TRUSTEES / NGA KAITIAKI

1. The Trustees

The first Trustees shall be:

[List full names, addresses and occupations of first Trustees.]

2. Number of Trustees

- 2.1 There shall from time to time be no fewer than three and no more than six Trustees who shall be appointed in accordance with rule 3.1.

3. Appointment of new and additional Trustees

- 3.1 Each of the following organisations (and their successors and assigns) shall be entitled from time to time to appoint up to three Trustees and shall be entitled to remove any Trustee so appointed at any time (including for the avoidance of doubt the first Trustees) by notice in writing to the Trustees:

- (a) Te Rūnanga o Ngāti Whare;
- (b) The Minister of Conservation;

(together the "Appointors").

- 3.2 The first Trustees named in this deed shall be deemed to have been appointed in accordance with rules 3.1(a) and (b) respectively, except that the first Trustees of the Trust deemed appointed in accordance with rule 3.1(b) shall be appointed by the Minister for Treaty of Waitangi Negotiations (in consultation with the Minister of Conservation).

- 3.3 When appointing trustees the Appointors shall, having regard to the purposes of the Trust, consider the collective expertise and skills of the Trustees and determine the necessary qualifications or skills required for any new appointment.

- 3.4 Trustees shall hold office for a term of three years from the date of their appointment, unless they are removed earlier under rule 3.1, but shall be eligible for reappointment for a further term or terms.

4. Trustees may fill casual vacancy in the number of Trustees

- 4.1 Where at any time, there is, for any reason, a vacancy in the number of Trustees appointed under rule 3.1, the Trustees may appoint a further trustee, as an additional Trustee, who will fill that vacancy unless and until a formal appointment is made by the relevant Appointor under rule 3.1.

- 4.2 In the event that Te Rūnanga o Ngāti Whare is disestablished or for any other reason ceases to exist and has no successor or assign, [members of Ngāti Whare] shall be notified and may nominate and elect a person to act as Appointor under rule 3.1(a). The process and timeframes for such an election to take place shall be determined by the trustees of the Trust at the time. The person nominated to act as Appointor shall be a person or organisation that will act for the benefit of all Ngāti Whare.
- 4.3 In the event that the office of the Minister of Conservation is disestablished and there is no successor to that Ministerial portfolio, the Crown may appoint any other Minister of the Crown to fulfil the Minister's role as Appointor under rule 3.1(b).
- 4.4 An Appointor may by giving written notice to the Trustees indicate that it no longer wishes to act as Appointor for the Trust, in which case the Trustees may by resolution exercise the power of appointment held by that Appointor (and shall irrevocably succeed to that power of appointment).
- 4.5 Where the Trustees exercise their powers under rule 4.1 or 4.4, they shall consider and apply rule 3.3.

5. Quorum

The Trustees may from time to time fix the number of trustees who shall constitute a quorum provided that the quorum shall never be less than three trustees. Provided that no meeting shall be quorate, unless a trustee appointed under rule 3.1(a) and a trustee appointed under rule 3.1(b) are both present and constitute part of that quorum.

6. Termination of office

A Trustee shall cease to hold office if he or she:

- (a) retires from office by giving one month's written notice to the Trustees or the secretary of the Trust;
- (b) is removed from office in accordance with rule 3.1;
- (c) refuses to act;
- (d) is absent without leave from 3 consecutive ordinary meetings of the Trustees;
- (e) becomes physically or mentally incapacitated to the extent that in the opinion of the other Trustees, expressed in a resolution, he or she is unable to perform the duties of a Trustee properly;
- (f) ceases to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005; or
- (g) is or has ever been convicted of an offence under section 373(4) of the Companies Act 1993; or

- (h) in the opinion of all of the other Trustees expressed in a resolution, is for any other reason unfit to carry out the duties of a Trustee.

7. Record of changes of Trustees

Upon every appointment, retirement, re-appointment or termination of office of any Trustee the Trustees will ensure that an entry is made in the minute book of the Trust to that effect and that any statutory requirements as to the vesting of the Trust Fund in the Trustees are satisfied.

8. Validity of Proceedings

- 8.1 Where, for any reason, a Trustee is not properly appointed, re-appointed or is disqualified from holding office, anything done by that Trustee (or by a meeting at which that Trustee was present as a Trustee or committee member) before discovery of the irregularity, shall be as valid as if that Trustee had been duly appointed, re-appointed or had not been disqualified (as the case may be).

- 8.2 If at any time the Trustees number less than the minimum number of Trustees required by the Trust Deed, anything done by the continuing Trustees in accordance with the provisions of the Trust Deed pending the appointment of a new Trustee or Trustees shall be as valid as if the requirement for a minimum number of Trustees had been met during that period.

9. Appointment of secretary and others

The Trustees may appoint a secretary and any other officers or employees that the affairs of the Trust may require on such terms and conditions as they think fit. The Trustees may also remove and replace any persons so appointed.

PART 2: ADMINISTRATIVE PROVISIONS / TIKANGA WHAKAHAERE

10. Ordinary meetings

The Trustees shall meet as often as they consider desirable for the efficient and proper conduct of the affairs of the Trust, but in any event at least twice in each Income Year.

11. Special meetings

A special meeting may be called at any time by any two or more Trustees.

12. Notice of meetings

- 12.1 Subject to clause 19.2 of the Trust Deed, written notice of every ordinary or special meeting, shall be either hand-delivered, posted, sent by facsimile or email to each Trustee at least 7 days before the date of the meeting (or such lesser notice period as the Trustees may determine from time to time). The secretary or some other person acting under the direction of the Trustees or, in the case of a special meeting, acting under the direction of those Trustees calling the meeting, shall give the notice of the meeting. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

- 12.2 Every notice of a meeting shall state the place, day and time of the meeting, and in the case of a notice of a special meeting, shall also state the subject-matter of the meeting.
- 12.3 The requirement for notice of a meeting may be waived if all of those Trustees who are for the time being in New Zealand give their consent to such a waiver.

13. Interested Trustee may not vote

A Trustee who is interested in a transaction entered into, or to be entered into, by the Trust may not vote on a matter relating to the transaction, but may:

- (a) attend a meeting of the Trustees at which a matter relating to the transaction arises, and be included among the Trustees present at the meeting for the purpose of a quorum;
- (b) sign a document relating to the transaction on behalf of the Trust; and
- (c) do anything else as a Trustee in relation to the transaction, as if he or she were not interested in the transaction.

14. Chairperson

The Trustees shall elect a chairperson of their meetings. The chairperson shall hold office for a term of one (1) year but shall be eligible to be re-elected for a further term or terms. The chairperson shall take the chair at all the meetings of the Trustees. If the chairperson cannot be present, or is not present within 10 minutes of the time appointed for any meeting, the Trustees present shall elect one of their number to be chairperson of the meeting. The chairperson shall have a deliberative vote and, not a casting vote.

15. Adjournment

If a quorum is not present within 30 minutes after the time appointed for any meeting the Trustee or Trustees present may adjourn the meeting. The chairperson may adjourn any meeting on the adoption of a resolution for its adjournment. The chairperson may determine the date, time and venue of the adjourned meeting.

16. Resolutions

- 16.1 Except where these rules or the Trust Deed provide otherwise, a resolution is validly made when it is passed by two thirds of the Trustees present and voting at a duly convened and conducted meeting of the Trustees or of a committee (as the case may be). Where a meeting has only a bare quorum of three trustees present and voting, then a resolution shall be passed by all of those trustees.
- 16.2 The Trustees may vary or cancel any resolution at an ordinary or special meeting.
- 16.3 A written resolution signed by all the Trustees of the Trust or by all the members of a committee (as the case may be) shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees or the committee (as the case may be). Such a

resolution may comprise several duplicated documents, each signed by one or more of the Trustees or members of the committee (as the case may be).

17. Execution of documents

- 17.1 In the event that the Trust is not incorporated as a Board under the Charitable Trusts Act 1957, and subject to rule 17.2, all formal documents, agreements and contracts executed on behalf of the Trust shall be signed by [three] or more Trustees.
- 17.2 Unless the Trustees decide otherwise, rule 17.1 is subject to the condition that no document shall be signed by the Trustees unless such execution has previously been approved at a meeting of Trustees or, where required, at an ordinary or special meeting.
- 17.3 For the avoidance of doubt, this clause shall not apply if the Trust is incorporated as a Board under the Charitable Trusts Act 1957.

18. Minutes

- 18.1 The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.
- 18.2 Any minute of the proceedings at a meeting which is purported to be signed by the chairperson of that meeting or by the chairperson of the next succeeding meeting shall be evidence of those proceedings.
- 18.3 Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

19. Teleconference Meetings

For the purposes of these rules a Teleconference Meeting between a number of Trustees or committee members who constitute a quorum, together with the secretary or another person acting as a secretary, shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these rules relating to meetings shall apply to Teleconference Meetings so long as the following conditions are met:

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to receive notice of a Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;
- (b) throughout the Teleconference Meeting each participant and the secretary or person acting as a secretary must be able to hear each of the other participants taking part;
- (c) at the beginning of the Teleconference Meeting each participant shall acknowledge his or her presence for the purpose of that meeting to all the others taking part;

- (d) a participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the chairperson's express consent;
- (e) a minute of the proceedings at the Teleconference Meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting and by the secretary or person acting as a secretary.

20. Sub-committees

20.1 The Trustees may by ordinary resolution appoint any two or more Trustees to be a sub-committee to inquire into or progress any matter on behalf of the Trust.

20.2 Any sub-committee of Trustees appointed by the Trust shall:

- (a) co-opt, if necessary, other persons for consultation and advice;
- (b) elect a chairperson;
- (c) regulate its meetings according to established policies and procedures;
- (d) wherever possible determine questions by consensus, however where a consensus is not reached, the question shall be determined by a majority of votes;
- (e) make monthly reports to the Trust including any income received or expenditure incurred;
- (f) incur no debts or liabilities that cumulatively exceed such amount as may be fixed by the Trustees from time to time, without the prior approval of the Trust;
- (g) not enter into any transaction or other commitment without the approval of the Trust; and
- (h) ensure its activities and actions are consistent with the purposes of the Trust and the other provisions of this Deed.

21. Custodian trustee

21.1 The Trustees may appoint or incorporate a custodian trustee and on such appointment or incorporation the following provisions shall have effect:

- (a) The Trust Fund or any part of it may be vested in the custodian trustee as if the custodian trustee were the sole trustee.
- (b) The management of the Trust Fund and the exercise of all powers and discretions exercisable by the Trustees under this deed shall remain vested in the Trustees as fully and effectually as if there were no custodian trustee.

- (c) The sole function of the custodian trustee shall be to hold the Trust property, invest the Trust funds and dispose of the assets of the Trust in accordance with any direction in writing from the Trustees for which purpose the custodian trustee shall execute all documents and perform all acts that the Trustees in writing direct.
- (d) The custodian trustee shall not be liable for any act or default on the part of any of the Trustees.
- (e) All actions and proceedings relating to or affecting the Trust property may be brought or defended in the name of the custodian trustee at the written direction of the Trustees and the custodian trustee shall not be liable for any costs incurred in relation to those actions or proceedings except out of the trust property..

22. Annual report and financial statements

- 22.1 At their first ordinary meeting in each Income Year (other than the first Income Year), the Trustees shall present a report dealing with the affairs of the Trust, supported by a statement of the Trust's income and expenditure during the previous Income Year and a statement of its assets and liabilities at the end of that Income Year. The Trustees may, from time to time, specify the matters to be included in the annual report.
- 22.2 A copy of the annual report shall be provided to Te Rūnanga o Ngāti Whare and the Minister of Conservation on request.

23. Implementation Plan

- 23.1 As soon as is practicable after the establishment of the Trust, the Trustees shall prepare an Implementation Plan for the Trust which will:
 - (a) set out the Trustees long term vision for the Trust;
 - (b) include a statement by the Trustees of the policies that the Trustees intend to follow in respect of the management and application the Trust Fund;
 - (c) be made available to Te Rūnanga o Ngāti Whare and the Minister for Treaty of Waitangi Negotiations and Minister of Conservation on request.
- 23.2 Where possible, the Implementation Plan should be updated every two years, or at such other interval as the Trustees may determine from time to time.

24. Audit

If the Trustees at any time resolve to appoint an auditor then they will ensure that the financial statements of the Trust for each Income Year are audited by a chartered accountant in public practice in time to be available for the first ordinary meeting of the Trust in each Income Year (other than the first Income Year). The person appointed as auditor shall not be a Trustee.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

25. Control of funds

All money received by or on behalf of the Trust shall be paid immediately to the credit of the Trust in an account or accounts with a bank or banks selected from time to time by the Trustees. All cheques and other negotiable instruments, withdrawal slips and receipts for money shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) on behalf of the Trust in such manner as the Trustees decide from time to time.

26. Custody and use of common seal

If the Trustees become incorporated as a board under the Charitable Trusts Act 1957 they shall have custody of the common seal, and from time to time by resolution, may adopt any seal they think fit. The common seal shall not be affixed to any document unless the Trustees have already authorised its use on that document. When a document is to be sealed on the prior authority of the Trustees, the seal shall be affixed to the document in the presence of two Trustees who shall sign the document.

**Signed by and on behalf of TE
RŪNANGA O NGĀTI WHARE as Settlor**

Signature
in the presence of

Signature
in the presence of

Witness signature
Full name

Witness signature
Full name

Address

Address

Occupation

Occupation

**Signed by and behalf of the CROWN as
Settlor**

Signature
in the presence of

Signature
in the presence of

Witness signature
Full name

Witness signature
Full name

Address

Address

Occupation

Occupation

**Signed by <
Trustee**

> as

**Signed by <
Trustee**

> as

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Signature
in the presence of

Signature
in the presence of

Witness signature
Full name

Witness signature
Full name

Address

Address

Occupation

Occupation

**Signed by <
Trustee**

> as

**Signed by <
Trustee**

> as

Signature
in the presence of

Signature
in the presence of

Witness signature
Full name

Witness signature
Full name

Address

Address

Occupation

Occupation

**Signed by <
Trustee**

> as

**Signed by <
Trustee**

> as

Signature
in the presence of

Signature
in the presence of

Witness signature
Full name

Witness signature
Full name

Address

Address

Occupation

Occupation

Handwritten initials

8.2 WĀHI TAPU DEED OF GIFT
(Clause 12.5)

Dated 2009

TE RŪNANGA O NGĀTI WHARE

and

[
as trustees of TE PUA O WHIRINAKI
REGENERATION TRUST

DEED OF GIFT ON SEPARATE
SPECIFIC TRUST

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

DATED

2009

PARTIES

Te Rūnanga o Ngāti Whare (the "Rūnanga")

[]
as trustees (the "Trustees") of Te Pua o Whirinaki Regeneration Trust (the "Trust")

BACKGROUND

- A. Ngāti Whare has proposed a scheme for the long-term regeneration of podocarp forest within parts of the land presently the subject of the Kaingaroa Forest/Whirinaki Block Crown Forestry Licence and areas within the adjacent Whirinaki Conservation Park. Ngāti Whare sees this regeneration project as a vehicle to enhance the overall value and ecological health of an expanded Whirinaki Forest for future generations of New Zealanders, help restore the mana of Ngāti Whare as kaitiaki of the Whirinaki Forest, and encourage social and economic development for the communities of Minginui and Te Whāiti.
- B. In acknowledgement of the aspirations of Ngāti Whare, the Crown, through the settlement of Ngāti Whare's historical Treaty claims, agreed to the establishment of a joint Crown/Ngāti Whare trust to establish and implement this regeneration project.
- C. The Trust was consequently established by Ngāti Whare and the Crown to manage the active regeneration into native bush of certain land comprising the Regeneration Land and other areas within or adjacent to the Whirinaki Conservation Park and the Regeneration Land (as defined in clause 1.1 of the trust deed of the Trust).
- D. As part of the settlement of its historical Treaty claims with the Crown, a number of wāhi tapu sites are also to be returned to Ngāti Whare, including sites within the Regeneration Land.
- E. Ngāti Whare wishes to give to the Trust certain of those Wāhi tapu sites which are sacred to Ngāti Whare and which are located the within the Regeneration Land (the "Wāhi Tapu sites"). Ngāti Whare is also retaining certain sites adjacent to the Regeneration Land, including the Mangamate Falls site.
- F. To Ngāti Whare, it is important that the Wāhi Tapu sites are not severed from the surrounding whenua and ngahere (land and forest) of the Regeneration Land, but are managed together with that land and forest.
- G. Areas surrounding and potentially within the Wāhi Tapu sites are to be regenerated into native bush and, in carrying out this purpose, the Trustees shall:
- (a) have regard to the tikanga, protocol and values of Ngāti Whare as kaitiaki of the Whirinaki Forest; and
 - (b) not remove vegetation from or regenerate the Wāhi Tapu sites without the consent of the Rūnanga.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- H. In managing the Wāhi Tapu sites, the Trustees have therefore agreed to be bound by the separate specific trusts set out in this deed and to manage the Wāhi Tapu sites otherwise in accordance with the terms of the trust deed for the Trust (to the extent that they are consistent with this deed).
- I. The parties have agreed to enter into this deed so that Ngāti Whare may gift the Wāhi Tapu sites to the Trust and to provide the special conditions on which the trusts set out in this deed are to be administered.

1. TERMS OF THIS DEED

- 1.1 The Rūnanga agrees to give the Wāhi Tapu sites specified in the Schedule to this deed to the Trust on the special conditions set out in this deed.
- 1.2 The Trustees agree to accept the transfer of the Wāhi Tapu sites in accordance with this deed and to hold the Wāhi Tapu sites once received on the separate specific trusts (the "trusts") set out in this deed, but otherwise subject to the terms of the trust deed for the Trust (to the extent that they are consistent with this deed).
- 1.3 The Rūnanga and the Trustees agree that any income derived from the cutting of trees on the Wāhi Tapu sites shall be applied to the trusts set out in this deed.

2. PURPOSES FOR WHICH WĀHI TAPU SITES ARE HELD BY THE TRUST

- 2.1 The Wāhi Tapu sites are to be held by the Trust, for regeneration purposes where this is appropriate. For those purposes the Wāhi Tapu sites are to be managed with the Regeneration Land. Once any regeneration purpose has been fulfilled however, the Wāhi Tapu sites are to be held by the Trust in accordance with *clause 4.2* of the trust deed of the Trust, subject always to the special conditions set out in this deed.
- 2.2 If the Trust is wound up, the Trustees may only transfer the Wāhi Tapu sites to a charitable organisation that is established for the primary benefit of Ngāti Whare. Such organisation need not have an active regeneration purpose, but shall be charitable according to the laws of New Zealand.
- 2.3 In determining who is to receive the Wāhi Tapu sites under *clause 2.2* of this deed, the Trustees, may (without limitation), apply any of the income derived from the Wāhi Tapu sites, to:
 - 2.3.1 assess the social, educational and other needs of Ngāti Whare;
 - 2.3.2 carry on such investigations, as the Trustees consider necessary, to select a suitable recipient for the Wāhi Tapu sites and any income derived from those sites (the Trustees in making such selection are not required to distribute the income and the Wāhi Tapu sites to the same organisation);
 - 2.3.3 do all other things necessary to give effect to the transfer of the Wāhi Tapu sites in accordance with *clause 2.2*.

3. SPECIAL CONDITIONS IN RELATION TO THE WĀHI TAPU SITES

Management Plan

- 3.1 The Trustees may, in consultation with the Rūnanga, develop a management plan in relation to the management of the Wāhi Tapu sites. Any such management plan shall be consistent with the terms of the separate specific trusts set out in this deed.

Cutting rights

- 3.2 Where exotic trees are planted on the Wāhi Tapu sites, those trees shall not be cut, unless and until the Trustees consult with the Rūnanga.
- 3.3 As part of that consultation process, the Trustees shall agree with the Rūnanga an appropriate time and method of cutting and extracting any trees growing on Wāhi Tapu sites.
- 3.4 No trees shall be cut on Wāhi Tapu sites unless:
- 3.4.1 a Rūnanga representative or Rūnanga-nominated kaumatua is present to ensure the appropriate tikanga and protocols of Ngāti Whare are followed in respect of that Wāhi Tapu site; or
 - 3.4.2 the Rūnanga has consented to such work being carried out in the absence of a Rūnanga representative or kaumatua.

Maintenance

- 3.5 The Trust shall fence the Wāhi Tapu sites if requested by the Rūnanga, provided that it is practical to fence the specific site.
- 3.6 If the Trustees consider it appropriate they may seek a contribution from the Rūnanga towards the costs of fencing the Wāhi Tapu sites.
- 3.7 The Trust shall be responsible for the general maintenance of the Wāhi Tapu sites.
- 3.8 The Trustees shall notify the Rūnanga where any work or activity is to be carried out by or on behalf of the Trust on or within 200 metres of the Wāhi Tapu sites, such notification being delivered in writing to the Rūnanga within 15 working days of the work being carried out unless the Rūnanga and the Trustees agree otherwise.

Access

- 3.9 Access to the Wāhi Tapu sites shall only be granted by the Trustees where appropriate tikanga and protocols of Ngāti Whare are followed in respect of the Wāhi Tapu sites.
- 3.10 The Trustees shall notify the Rūnanga in writing within 10 working days of the receipt of a request from any person for access to the Wāhi Tapu sites.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 3.11 Before granting access to any of the Wāhi Tapu sites, the Trustees shall consult with a Rūnanga representative or Rūnanga-nominated kaumatua in respect of the terms of such access and, if requested by the Rūnanga, such a Rūnanga representative or kaumatua shall be present at any access visit.
- 3.12 Where the Trust is to provide approval to any person access to any of the Wāhi Tapu sites, written notice of that approval shall be provided by the Trust to the Rūnanga no less than 10 working days before the access is to occur, unless the Rūnanga and the Trust otherwise agree. Approvals under this clause may be granted without limitation in respect of access to the Wāhi Tapu sites and filming, recording, researching or photographing the Wāhi Tapu sites and the surrounding land.
- 3.13 The Rūnanga and Ngāti Whare shall have unrestricted access to the Wāhi Tapu sites, including without limitation if they wish to run wānanga on Ngāti Whare history, whakapapa, associations or tikanga at the Wāhi Tapu sites.
- 3.14 The Rūnanga shall seek the consent of the Trustees before they carry out any work or activity on or near the sites. Such consent is not to be unreasonably withheld.

Mangamate Falls Site

- 3.15 The Rūnanga and Ngāti Whare require long-term access across the Regeneration Land to the adjacent Mangamate Falls site. When the Regeneration Land adjacent to the Mangamate Falls site is no longer subject to the Kaingaroa Forest/Whirinaki Block Crown Forestry Licence, the Trust agrees to grant an easement to the Rūnanga to enable the Rūnanga and Ngāti Whare to access the Mangamate Falls site through the Regeneration Land.

4. GENERAL MATTERS

- 4.1 The Trustees, in agreeing to accept the Wāhi Tapu sites, shall keep any income derived from those sites separate from the general assets of the Trust Fund (as defined in *clause 1.1* of the trust deed for the Trust) and shall administer the Wāhi Tapu sites and the income derived from them as a separate specific trust.
- 4.2 The Trustees shall not use the Wāhi Tapu sites or any income derived from them to make good any deficit, loss, damage or breach of trust relating to the general assets of the Trust Fund or any other separate specific trust. Similarly, the Trustees shall not use the general assets of the Trust Fund to make good any deficit, loss, damage or breach of trust relating to the Wāhi Tapu sites. The Trustees may however apply any of the general assets of the Trust Fund towards the maintenance and fencing of the Wāhi Tapu sites.
- 4.3 On the winding up of the Trust, the Wāhi Tapu sites and any income derived from them (after the payments of all costs, debts and liabilities properly attributable to these trusts) shall be paid, applied or appropriated to some other charitable organisation or organisations that further the interests of Ngāti Whare and which carry out any purpose (whether relating to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community) which are charitable according to the law of New Zealand.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

EXECUTED as a DEED of behalf of)
TE RŪNANGA O NGĀTI WHARE)
)

Signature

in the presence of

Witness signature

Signature

Full name

Address

Signature

Occupation

EXECUTED as a DEED under the name)
and seal of the TE PUA O WHIRINAKI)
REGENERATION TRUST)

Signature

in the presence of

Witness signature

Signature

Full name

Address

Occupation

SCHEDULE

WAHI TAPU SITES GIFTED TO THE TRUST

- (a) Pareranui site;
- (b) Tauranga-o-Reti site;
- (c) Te Teko site;
- (d) Mangamate Kāinga site;
- (e) Wekanui Kāinga;
- (f) Otāhi Kāinga;
- (g) Te Pukemohoa Kāinga; and
- (h) Matuatahi Pā

PART 9

CULTURAL REDRESS PROPERTIES

9. CULTURAL REDRESS PROPERTIES

(Clause 6.1.1)

(Clause 12.5-definitions)

Cultural Redress Properties

Site	Legal Description	Specific conditions or encumbrances
Pareranui (clause 6.1.1(a))	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Lot 1 DPS 55243. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS - 095 - 002</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA57A/60 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA57A/61 - Together with the right of way easements held In Computer Interest Register 482467. - Together with the right of way easement created by Easement Instrument 8241609.1 - Together with a right of way easement held in Computer Interest Register 484186 - Together with the right of way easement created by Easement Instrument 8208944.1 - Together with the right of way easement held in Computer Interest Register 486616 - Together with a right of way easement to be created - Bonisch Road.
Tauranga-o-Reti (clause 6.1.1(b))	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Lot 1 DPS 55243. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS - 095 - 004</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA57A/60 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA57A/61 - Subject to the Public Access Easement marked C on DPS 55243 held in Computer Interest Register SA57A/62 - Together with the right of way easements held in Computer Interest Register 482467. - Together with the right of way easement created by Easement Instrument 8241609.1 - Together with a right of way easement held in Computer Interest Register 484186 Together with the right of way easement created by Easement Instrument 8208944.1 - Together with the right of way

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

		<p>easement held in Computer Interest Register 486616</p> <ul style="list-style-type: none"> - Together with a right of way easement to be created - Bonisch Road.
<p>Te Teko (clause 6.1.1(c))</p>	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Lot 1 DPS 55243. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-095-005</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA57A/60 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA57A/61 - Together with the right of way easements held In Computer Interest Register 482467. - Together with the right of way easement created by Easement Instrument 8241609.1 - Together with a right of way easement held in Computer Interest Register 484186 - Together with the right of way easement created by Easement Instrument 8208944.1 - Together with the right of way easement held in Computer Interest Register 486616 - Together with a right of way easement to be created - Bonisch Road.
<p>Mangamate Kāinga (clause 6.1.1(d))</p>	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Lot 1 DPS 53893. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS - 095 - 006</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA57A/60 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA57A/61 - Together with the right of way easements held In Computer Interest Register 482467. - Together with the right of way easement created by Easement Instrument 8241609.1 - Together with a right of way easement to be created - Bonisch Road
<p>Balance of Regeneration Land (clause 6.1.1(i))</p>	<p>610 hectares, approximately, being Part Lot 1 DPS 55243, Part Lot 1 DPS 63738, Lot 1 DPS 57694 and Part Lot 1 and Lot 2 DPS 53893. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-095-001</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA57A/60 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA57A/61 - Subject to the Public Access Easement marked B, C and D on DPS 55243 held in Computer Interest Register SA57A/62 - Subject to section 10 of the Central North Island Forests Land Collective

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

		<p>Settlement Act 2008</p> <ul style="list-style-type: none"> - Subject to a public right of way easement [to be created under CNI] - Subject to a right of way [marked A, B and C on DPS 53893 to be created under CNI] - Together with the right of way easements held In Computer Interest Register 482467. - Together with the right of way easement created by Easement Instrument 8241609.1 - Together with a right of way easement held in Computer Interest Register 484186 - Together with the right of way easement created by Easement Instrument 8208944.1 - Together with the right of way easement held in Computer Interest Register 486616 - Together with a right of way easement to be created - Bonisch Road.
Waimurupūhā (clause 6.1.1(k))	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Lot 1 DPS 55243. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS - 095 - 003</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA57A/60 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA57A/61 - Together with the right of way easements held In Computer Interest Register 482467. - Together with the right of way easement created by Easement Instrument 8241609.1 - Together with a right of way easement held in Computer Interest Register 484186 - Together with the right of way easement created by Easement Instrument 8208944.1 - Together with the right of way easement held in Computer Interest Register 486616 - Together with a right of way easement to created - Bonisch Road.
Mangamate Falls (clause 6.1.1(l))	<p>South Auckland Land District: Whakatane District</p> <p>5.6 hectares, approximately, being Part Lot 1 DPS 63738. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p>	<ul style="list-style-type: none"> - To be administered as a recreation reserve subject to section 17(1) of the Reserves Act 1977. - Subject to the Protective Covenant Certificate held in Computer Interest Register SA57A/61 - Together with the right of way easements held In Computer

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

	As shown on OTS-095-007	<p>Interest Register 482467.</p> <ul style="list-style-type: none"> - Together with the right of way easement created by Easement Instrument 8241609.1 - [Together with the right of way easement to be created under clause 6.1.19] - Together with a right of way easement to be created - Bonisch Road.
Te Takanga-a-Wharepakau (clause 6.1.1(m))	<p>South Auckland Land District: Whakatane District</p> <p>5.6 hectares, approximately, being part of the marginal strip retained by the Crown on the disposition of Lot 1 DPS 63738 (Computer Freehold Register [to issue under CNI]), Part Section 4 Block XIII Ahikereru Survey District. Part <i>Gazette</i> 1984 page 643 and Crown Land Reserved from Sale under section 122 of the Land Act 1908 (now marginal strips) SO 22912 and probable accretion to the strip adjacent to Lot 1 DPS 57694.</p> <p>Subject to survey.</p> <p>As shown on OTS-095-008</p>	<ul style="list-style-type: none"> - Portion marked A on OTS-095-008 is to be administered as a historic reserve subject to section 18(1) of the Reserves Act 1977. - Portion marked B on OTS-095-008 is to be administered as a recreation reserve subject to section 17(1) of the Reserves Act 1977.
Te Tāpiri Pā (clause 6.1.1(n))	<p>South Auckland Land District: Taupo District</p> <p>2 hectares, approximately, being Part Section 2 Block XV Wheao Survey District. Part <i>Gazette</i> 1976 page 2865 and Part Whirinaki 1 Section 1 and Part Whirinaki 1 Section 3. Part Computer Freehold Register SA86/152.</p> <p>Subject to survey.</p> <p>As shown on OTS-095-011</p>	<ul style="list-style-type: none"> - Subject to a conservation covenant referred to in clause [6.1.31]
Okārea Pā (clause 6.1.1(o))	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Urewera A and Part Section 1 Block IV Heruiwi Survey District. Part <i>Gazette</i> 1983 page 2029.</p> <p>Subject to survey</p> <p>As shown on OTS - 095 - 013</p>	<ul style="list-style-type: none"> - Subject to a conservation covenant referred to in clause [6.1.35]
Te Rake Pā	South Auckland Land District:	- Subject to the Crown Forestry

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NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

<p>(clause 6.1.1(p))</p>	<p>Whakatane District</p> <p>5 hectares, approximately, being Part Lot 1 DPS 55243. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-095-012</p>	<p>Licence held in Computer Interest Register SA57A/60</p> <ul style="list-style-type: none"> - Subject to the Protective Covenant Certificate held in Computer Interest Register SA57A/61 - Together with the right of way easements held In Computer Interest Register 482467. - Together with the right of way easements held in Computer Interest Register 484186 - Together with the right of way easement created by Easement Instrument 8241609.1 - Together with the right of way easement created by Easement Instrument 8208944.1 - Together with the right of way easement held in Computer Interest Register 486616 - Together with a right of way easement to be created - Bonisch Road.
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NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Non-Cultural Redress Properties to be returned to Ngāti Whare

<p>Wekanui Kāinga (clause 6.1.1(e))</p>	<p>South Auckland Land District: Whakatane District 5.8468 hectares, approximately, being the area shown as Te Whāiti 1A on ML 22094. Part GN S372705. Subject to survey. As shown on OTS-095-017</p>	
<p>Otahi Kāinga (clause 6.1.1(f))</p>	<p>South Auckland Land District: Whakatane District 2.1535 hectares, approximately, being the area shown as Te Whāiti 1D on ML 22094. Part GN S372705. Subject to survey. As shown on OTS-095-018</p>	
<p>Te Pukemohoao Kāinga (clause 6.1.1(g))</p>	<p>South Auckland Land District: Whakatane District 1.1751 hectares, approximately, being the area shown as Te Whāiti 1C on ML 22094. Part GN S372705. Subject to survey. As shown on OTS-095-019</p>	
<p>Matuatahi Pā (clause 6.1.1(h))</p>	<p>South Auckland Land District: Whakatane District 0.8778 hectares, approximately, being the area shown as Te Whāiti 1B on ML 22094. Part GN S372705. Subject to survey. As shown on OTS-095-015</p>	
<p>Otutakahiao (clause 6.1.1(j))</p>	<p>South Auckland Land District: Whakatane District 0.2171 hectares, approximately, being the area shown as Whirinaki 2 Section 2L on ML 22093. Part Gazette 1984 page 643. Subject to survey. As shown on OTS-095-016</p>	
<p>Hinamoki Pā (clause 6.1.1(q))</p>	<p>South Auckland Land District: Whakatane District 1.0882 hectares, approximately, being the area shown as Whirinaki 1 Section 3A on ML 22092. Part Gazette 1984 page 643. Subject to survey. As shown on OTS-095-014</p>	

PART 10

RIGHT OF WAY EASEMENT

10. RIGHT OF WAY EASEMENT

(Clause 6.1.19)

Approved by Registrar-General of Land under No. 2007/6225

Easement Instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

[TE PUA O WHIRINAKI REGENERATION TRUST]

Grantee

Surname(s) must be underlined or in CAPITALS.

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation

Grant* of easement or *profit à prendre* or creation or covenant

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

Dated this day of 2009

Attestation

	Signed in my presence by the Grantor
	Signature of witness
Signature [common seal] of Grantor	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address

	Signed in my presence by the Grantee
	Signature of witness
Signature [common seal] of Grantee	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address

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

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument Dated Page 1 of 6 pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	[Shown marked red on the attached plan]	Part Lot 1 DPS 63738 (Subject to survey)	In gross

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

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

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

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

[Annexure Schedule 2].

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

1. DEFINITIONS AND CONSTRUCTION

1.1 **Definitions:** In this Instrument, unless the context requires otherwise:

- (a) HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation, being the Grantee, includes the servants, tenants, agents, workmen, licensees and invitees of the Minister, and includes members of the general public.
- (b) "Grantor's Land" means the Servient Tenement described in Schedule A, Annexure Schedule 1 of this Instrument.

1.2 **Construction:** In the construction of this Instrument, unless the context requires otherwise:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the construction of this Instrument;
- (b) references to Clauses and the Schedule are to the clauses and the schedule of this Instrument;
- (c) references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- (d) the singular includes the plural and vice versa. Words importing any gender include the other genders.

2. GRANT OF ACCESS RIGHTS

The Grantor agrees to grant to the Grantee (in common with the Grantor and other persons to whom the Grantor may grant similar rights) a right of way easement on the terms and conditions contained in this Instrument.

3. OBLIGATIONS OF THE GRANTEE

3.1 The rights and powers conferred under this Instrument are granted subject to the following conditions and obligations.

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

- (a) wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- (b) 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;
- (c) take all due care when taking any welding equipment over the Grantor's Land and 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;
- (d) 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;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- (e) 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 vegetation 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 3.1(e)):
- (i) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (ii) 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.
- 3.3 Subject to clauses 3.8 and 3.9, 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.
- 3.4 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks PROVIDED THAT the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.5 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.5 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed.
- 3.6 The Grantee will ensure at all times, in the exercise of its rights as set out in this 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.
- 3.7 Subject to clauses 3.8 and 3.9, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee and subject to the Grantor's prior written consent (not to be unreasonably or arbitrarily withheld).
- 3.8 When carrying out any repairs, maintenance or improvements to any road on the Grantor's Land under clauses 3.3 and 3.7, the Grantee shall not:
- (a) widen any road; or
 - (b) alter the location of any road; or
 - (c) alter the way in which the run-off from any road is disposed of; or
 - (d) change the nature of any road surface; or

(e) park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably or arbitrarily withheld.

- 3.9 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably or arbitrarily withheld.
- 3.10 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 consent of the Grantor.
- 3.11 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, 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.
- 3.12 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 Instrument.

4. GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew and maintain gates, together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5. 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 of this Instrument.

6. ASSIGNMENT

6.1 The Grantee may assign its rights and obligations under this Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Instrument as the means of providing reasonable access to that land:

- (a) any Crown entity as defined in section 2(1) of the Public Finance Act 1989;
- (b) any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

- (c) any person who holds the land in trust for the Grantee; or
- (d) any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

6.2 As from the date of assignment, subject to the assignee entering into a deed of covenant with the Grantor agreeing to be bound by the terms of this Instrument from the date of release of the Grantee, the Grantee shall cease to have any liability whatsoever in respect of this Instrument and the Grantor agrees to release the Grantee from all obligations under this Instrument from that date. This release will not prejudice or affect the rights of the Grantor against the Grantee regarding any breach of the Grantee's obligations in this Instrument occurring before the date of release.

7. DELEGATION

All rights, benefits and obligations of a party to this Instrument arising under this 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 Instrument.

8. NOTICES

8.1 Any notices to be given by one party under this 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:

(a) the Grantor's address:

[insert details]

(b) the Grantee's address:

[insert details]

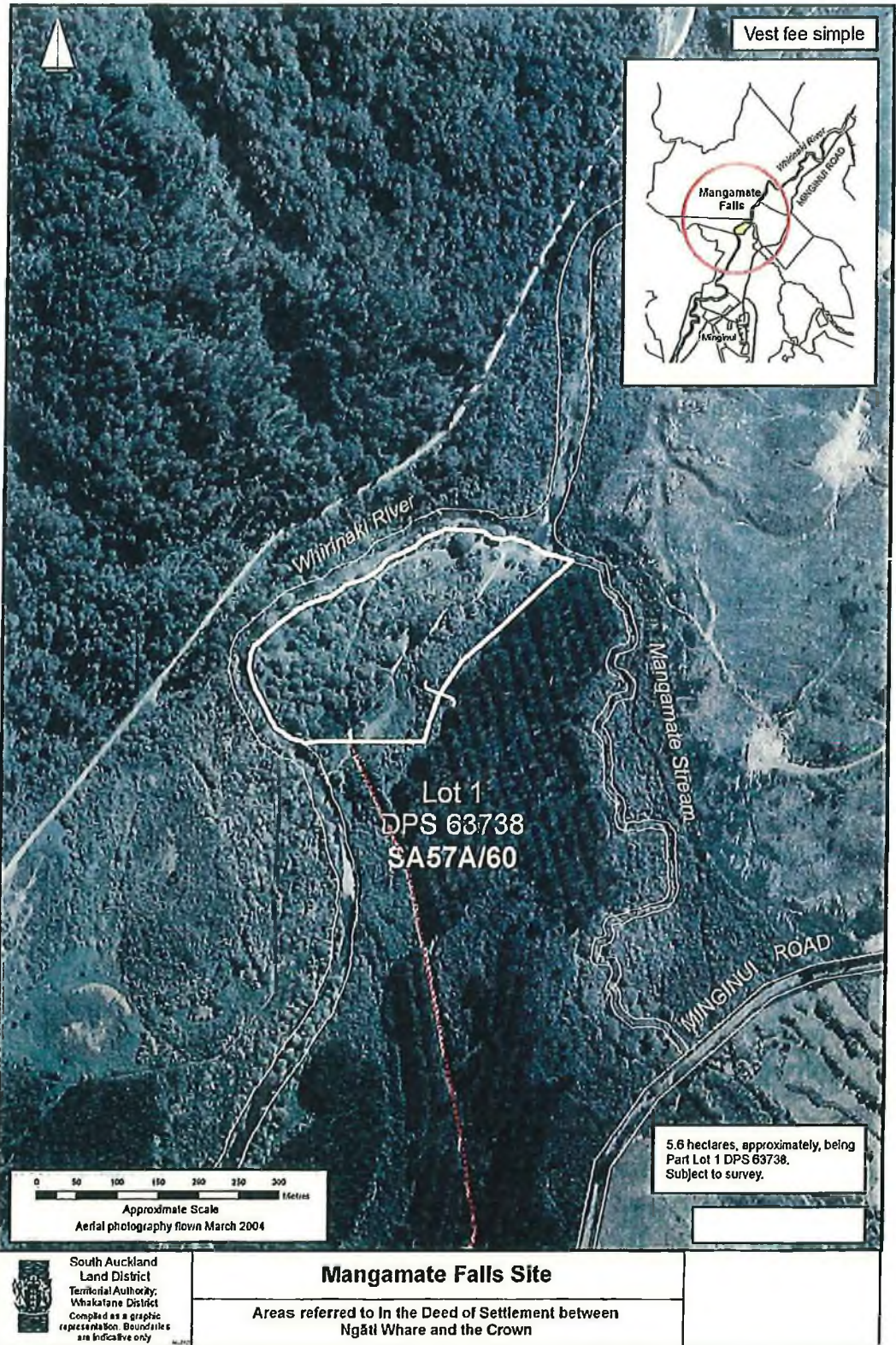
8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

9. SEVERABILITY

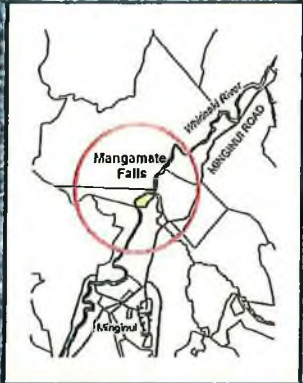
If any part of this Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Instrument which shall remain in full force.

10. CROWN FOREST LICENCE

10.1 The Grantor and the Grantee acknowledge that at the date of registration of this Instrument the Grantor's Land is subject to a Crown Forest Licence 57A/60 (South Auckland) ("the Licence"). The Grantor and the Grantee agree that the Grantee's rights contained in this Instrument are subject to the provisions of the Licence and the rights of the licensee under the Licence ("the Licensee") and, without limitation, the Licensee may close or otherwise restrict the use of the easement facility only:



Vest fee simple



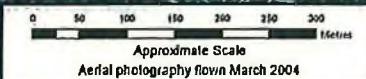
Wirinaki River

Lot 1
DPS 63738
SA57A/60

Mangamate Stream

WINGINUI ROAD

5.6 hectares, approximately, being Part Lot 1 DPS 63738. Subject to survey.



South Auckland Land District
Territorial Authority:
Whakatane District
Compiled as a graphic representation. Boundaries are indicative only.

Mangamate Falls Site
Areas referred to in the Deed of Settlement between Ngāti Whare and the Crown

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PART 11

FORMS OF CONSERVATION COVENANT

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

"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.
- 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.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

2 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;
 - 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 indigenous flora;
 - 3.1.3 the planting of any species of exotic tree, shrub or other exotic 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;
 - 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 or Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 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 or other exotic flora;
 - 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;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 4 PUBLIC ACCESS**
- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land.
- 5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**
- 5.1 The Minister must:
- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
 - 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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 and agreement with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

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

7 VARIATION OF COVENANT

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

8 DURATION OF COVENANT

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

9 OBLIGATIONS ON SALE OF LAND

9.1 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.

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

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

10 MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act:

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

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

10.3 Reserves Act

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

10.4 Titles

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

10.5 Acceptance of Covenant

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

10.6 Fire

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

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

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

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

11 DEFAULT

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

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

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

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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 20 working 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 Branch President of the branch of the New Zealand Law Society for the region in which the Land is located is to appoint the mediator.

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.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

Description of Land:

2 hectares within Whirinaki Conservation Park – legal description of site to be determined through survey

Conservation Values to be protected:

This site is suitable for public presentation, since it is beside an accessible road and has very obvious ditch and bank systems. There are few ecological values, although the site is subject to rapid natural revegetation. Vegetation management of the site is important to protect the archaeological features. Flax is playing an important role in protecting the banks from rain fall and walking access, guiding public to walk in the ditches.

Reserve Values to be protected:

It is envisaged that the site will be managed to protect this historic place from damage or loss due to human activity. The historic place will be conserved in a manner consistent with established heritage management principles. It will be managed and conserved in a manner consistent with the recognition of its cultural and spiritual value to tangata whenua.

To better protect the historic and cultural values of the land, the Owner may prohibit public access to the most vulnerable parts of the pa site on the land as provided for in Schedule 3, clause 4.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Governance Entities]

The address for service of the Minister is:

The Area Manager
Te Urewera Area Office
Department of Conservation
State Highway 38
MURUPARA 3079

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

SCHEDULE 3

Special Conditions

1. The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.
2. The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.
3. The Owner may manage public access in order to protect wahi tapu, the Conservation Values or the Reserve Values, or for the purposes of public safety.
4. As part of the management of public access referred to in clause 3 above, the Owner may prohibit the public from entry to the most vulnerable parts of the pa site on the land. The legal description of the most vulnerable parts of the pa site on the land is to be determined through survey.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Covenant"	means this Deed of Covenant made under 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.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over

the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.

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

2 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values;

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 indigenous flora;
 - 3.1.3 the planting of any species of exotic tree, shrub or other exotic 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;
 - 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 Reserve Values;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must 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 or other exotic flora;
 - 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 4.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
 - 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 4.1 The Minister must:
 - 4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

4.2 The Minister may:

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

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

5 JOINT OBLIGATIONS

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

6 VARIATION OF COVENANT

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

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

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

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

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

9 MISCELLANEOUS MATTERS

9.1 Rights

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

9.2 Trespass Act:

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

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

9.3 Reserves Act

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

9.4 Title

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

9.5 Acceptance of Covenant

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

9.6 Fire

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

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

(a) requested to do so; or

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

9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the 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).

10 DEFAULT

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
 - 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.2.1 advise the defaulting party of the default;
 - 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
 - 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11 DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

- 11.2.1 If the dispute is not capable of resolution by agreement within 20 working days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 11.2.2 If the parties do not agree on a mediator, the Branch President of the branch of the New Zealand Law Society for the region in which the Land is located is to appoint the mediator.

12 NOTICES

- 12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.
- 12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

12.3 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.

13 SPECIAL CONDITIONS

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

13.2 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: _____

Address : _____

Occupation: _____

SCHEDULE 1

Description of Land:

Up to 5 hectares more or less, being Part Urewera A Block, Block IV Heruiwi Survey District and being part of Whirinaki Conservation Park - Part New Zealand Gazette 1944 p 627 (Subject to survey)

Reserve Values to be protected:

1. The natural environment and historic values that are represented by the forest habitat and the archaeological values on the land. The site consists of a raised flat topped pa surrounded by 3m to 4m high escarpments and is located near the junction of the Waiatiu and Oriuwaka streams. The pa site consists of a defensive ditch together with some standing palisades and other wooden features in totara either intact or recently fallen. There are several kumara storage pits. The site is set in rapidly regenerating native bush that is located with in the Oriuwaka Ecological Area which forms part of the greater Whirinaki Conservation Park.
2. The site is recorded as V18/13 (N95/26) on the NZ Archaeological Association record form.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

The Area Manager
Te Urewera Area Office
Department of Conservation
State Highway 38
MURUPARA 3079

SCHEDULE 3

Special Conditions

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 the historic and archaeological sites on the Land

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

PART 12

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

PART 12

(Clause 5.54)

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER CERTAIN QUOTA

THIS DEED is made

BETWEEN

TE RŪNANGA O NGĀTI WHARE

AND

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

BACKGROUND

- A. Ngāti Whare and the Crown are parties to a deed of settlement (the "**Deed of Settlement**") to settle the Historical Claims of Ngāti Whare dated [*Insert the date of the Deed of Settlement*].
- B. It was agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown and Te Rūnanga o Ngāti Whare would enter into this Deed.
- C. The [*Insert the short title of the Settlement Legislation*] (the "**Settlement Act**") has come into force and the Deed of Settlement has become unconditional.

IT IS AGREED as follows:

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

1.1 This Deed applies if the Minister of Fisheries under the Fisheries Act 1996:

- 1.1.1 declares an Applicable Species to be subject to the Quota Management System; and
- 1.1.2 sets a Total Allowable Commercial Catch (a "**TACC**") for that Applicable Species for a Quota Management Area that includes part or all of the Ngāti Whare Area of Interest (an "**Applicable TACC**").

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

2.1 This Deed applies only to Quota ("**Applicable Quota**") that:

- 2.1.1 relates to an Applicable TACC; and
- 2.1.2 has been allocated to the Crown as either:

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

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

3. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO TE RŪNANGA O NGĀTI WHARE

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

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

- 4.1 Where:

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

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

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

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

- 4.2 Where:

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

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

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

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

- 4.3 For the purposes of this clause:

"A" is the population of Ngāti Whare living within the relevant Quota Management Area;

"B" is the combined population of those iwi living within the relevant Quota Management Area;

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

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

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

4.4 For the purposes of this clause:

4.4.1 the population of Ngāti Whare living within the relevant Quota Management Area, and the combined iwi population of those iwi living within the relevant Quota Management Area, will be determined in accordance with section 148(3) of the Maori Fisheries Act 2004.

4.5 For the avoidance of doubt, sections 148(1) and 148(2) of the Maori Fisheries Act 2004 do not apply to the selling of any Applicable Quota by the Crown under this Deed.

5. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA

Crown must give RFR Notice

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

Crown may withdraw RFR Notice

5.2 The Crown may withdraw an RFR Notice at any time before Te Rūnanga o Ngāti Whare accepts the offer in that RFR Notice under clause 6.

Effect of withdrawing RFR Notice

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

Crown has no obligation in relation to balance of Applicable Quota

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

6. ACCEPTANCE OF RFR NOTICE BY TE RŪNANGA O NGĀTI WHARE

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

6.1.1 by Notice to the Crown; and

6.1.2 by the relevant Expiry Date.

7. NON-ACCEPTANCE BY TE RŪNANGA O NGĀTI WHARE

7.1 If:

KTA

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 7.1.1 the Crown gives Te Rūnanga o Ngāti Whare an RFR Notice; and
- 7.1.2 Te Rūnanga o Ngāti Whare does not accept, on the terms and conditions set out in the RFR Notice, all the Applicable Quota offered in that RFR Notice by Notice to the Crown by the Expiry Date,

the Crown:

- 7.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by Te Rūnanga o Ngāti Whare if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to Te Rūnanga o Ngāti Whare; but
- 7.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give Notice to Te Rūnanga o Ngāti Whare of that fact and disclose the terms of that agreement; and
- 7.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to Sell that Applicable Quota to Te Rūnanga o Ngāti Whare in an RFR Notice under clause 5.1.

8. RE-OFFER REQUIRED

8.1 If:

- 8.1.1 the Crown gives Te Rūnanga o Ngāti Whare an RFR Notice;
- 8.1.2 Te Rūnanga o Ngāti Whare does not accept, on the terms and conditions set out in the RFR Notice, all the Applicable Quota offered in that RFR Notice by Notice to the Crown by the Expiry Date; and
- 8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of that Applicable Quota not accepted by Te Rūnanga o Ngāti Whare for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

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

9. EFFECT OF THIS DEED

9.1 Nothing in this Deed requires the Crown to:

- 9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996; or
- 9.1.2 introduce any Applicable Species into the Quota Management System; or
- 9.1.3 offer for sale any Applicable Quota held by the Crown.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- 9.2 Te Rūnanga o Ngāti Whare acknowledges that the inclusion of any Applicable Species in the Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota.
- 9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:
- 9.3.1 any requirement at common law or under legislation that:
- (a) must be complied with before any Applicable Quota is sold to Te Rūnanga o Ngāti Whare; or
 - (b) the Crown must Sell the Applicable Quota to a third party; and
- 9.3.2 any legal requirement that:
- (a) prevents or limits the Crown's ability to Sell the Applicable Quota to Te Rūnanga o Ngāti Whare; and
 - (b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

10. THIS DEED DOES NOT APPLY IN CERTAIN CASES

- 10.1 Clauses 3 or 5.1 do not apply if the Crown is Selling Applicable Quota to Te Rūnanga o Ngāti Whare.

11. TIME LIMITS

- 11.1 Time is of the essence for the time limits imposed on the Crown and Te Rūnanga o Ngāti Whare under this Deed.
- 11.2 The Crown and Te Rūnanga o Ngāti Whare may agree in writing to an extension of a time limit.

12. ENDING OF RIGHT OF FIRST REFUSAL

RFR ends on Sale which complies with this Deed

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

RFR ends after 50 years

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

13. NOTICES

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

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

Notices to be signed

- 13.1.1 the Party giving a Notice must sign it;

Notice to be in writing

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

Addresses for notice

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

The Crown:

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

Te Rūnanga o Ngāti Whare:

Te Rūnanga o Ngāti Whare
Civic Square
PO Box 162
MURUPARA 3025

Facsimile No: 04 470 2602;

Facsimile No: 07 366 5692

Delivery

- 13.1.4 delivery of a Notice may be made:
- (a) by hand;
 - (b) by post with prepaid postage; or
 - (c) by facsimile;

Timing of delivery

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

Deemed date of delivery

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

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

14. AMENDMENT

- 14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, Te Rūnanga o Ngāti Whare and the Crown.

15. NO ASSIGNMENT

- 15.1 Te Rūnanga o Ngāti Whare may not assign its rights or obligations under this Deed.

16. DEFINITIONS AND INTERPRETATION

Definitions

- 16.1 In this Deed, unless the context otherwise requires:

Applicable Quota means Quota of the kind referred to in clause 2;

Applicable Species means a species referred to in schedule 1;

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

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

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

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

- (a) means the Sovereign in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
 - (i) an Office of Parliament;
 - (ii) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004); or
 - (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986));

Deed means this Deed;

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

Expiry Date, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by Te Rūnanga o Ngāti Whare;

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

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

Ngāti Whare Area of Interest means the area identified in schedule 2;

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

Party means Te Rūnanga o Ngāti Whare or the Crown;

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

Quota means quota under the Fisheries Act 1996;

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

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

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

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

RFR Notice means a notice under clause 5.1;

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

Settlement Date means the date which is 20 Business Days after the Deed of Settlement becomes unconditional being [*Insert Settlement Date*];

Te Rūnanga o Ngāti Whare means the trustees from time to time of the trust (formerly called Te Rūnanga o Ngāti Whare Iwi Trust) established by the Te Rūnanga o Ngāti Whare Trust Deed, in their capacity as such trustees; and, if the trustees have incorporated as a board under the Charitable Trusts Act 1957, means the Board so incorporated;

Te Rūnanga o Ngāti Whare Trust Deed means the deed of trust dated 14 February 1999 and includes:

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

- (a) any schedules to that deed of trust; and
- (b) any amendments to the deed of trust or its schedules, including the amended deed of trust dated 13 December 2008;

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

Interpretation

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

- 16.2.1 terms or expressions that are not defined in this Deed but are defined in the Deed of Settlement have the meaning in this Deed that they have in the Deed of Settlement;
- 16.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 16.2.3 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- 16.2.4 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 16.2.5 the singular includes the plural and vice versa;
- 16.2.6 words importing one gender include the other genders;
- 16.2.7 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 16.2.8 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.2.9 a reference to a schedule is a schedule to this Deed;
- 16.2.10 a reference to a monetary amount is to New Zealand currency;
- 16.2.11 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 16.2.12 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.2.13 a reference to a date on which something must be done includes any other date which may be agreed in writing between Te Rūnanga o Ngāti Whare and the Crown;
- 16.2.14 where something must be done by or on a day that is not a Business Day, that thing must be done on or by the next Business Day after that day; and

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

16.2.15 a reference to time is to New Zealand time.

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

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

WITNESS

Name:

Occupation:

Address:

SCHEDULE 1
APPLICABLE SPECIES

(Clause 16.1)

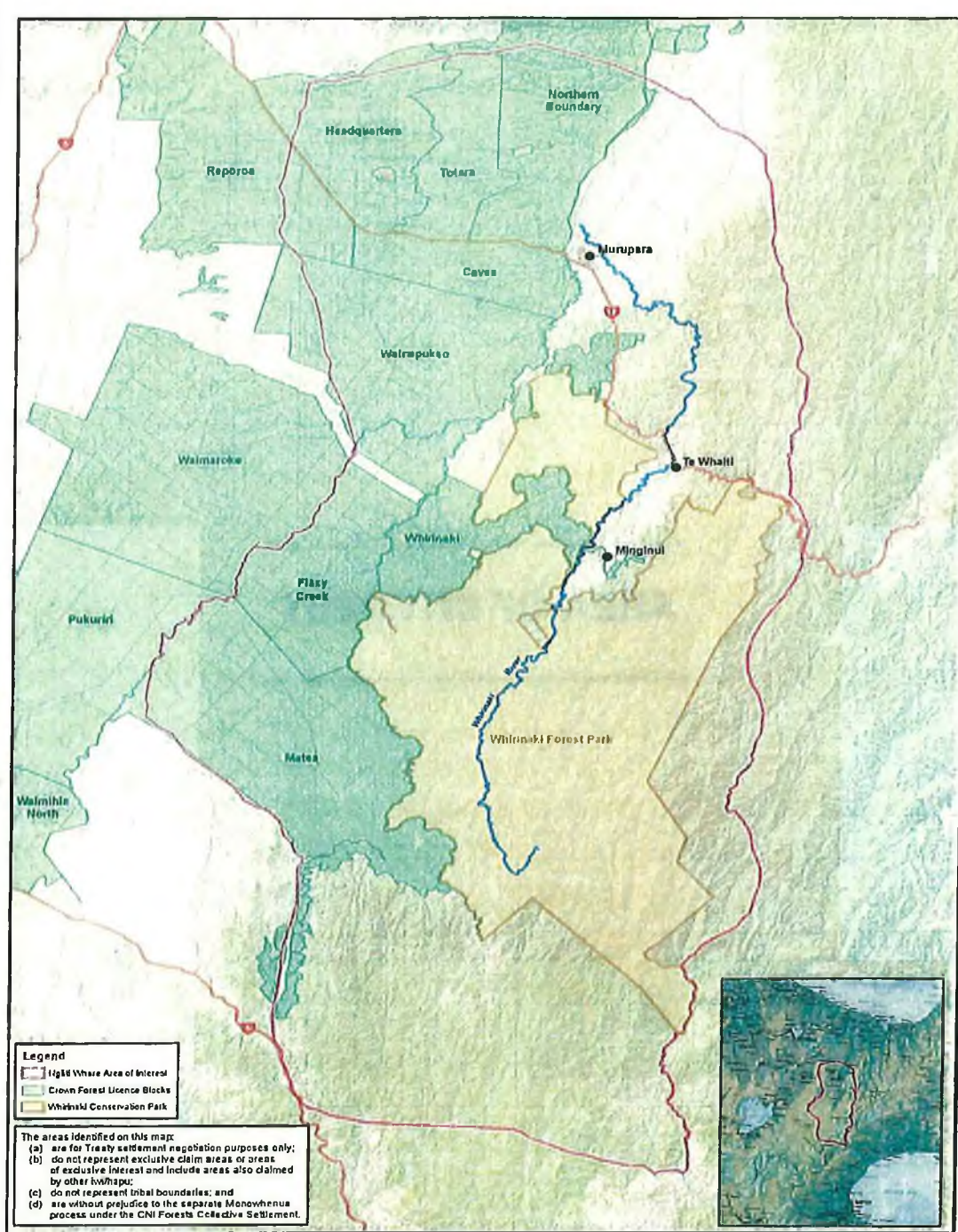
Māori Name	Common Name	Formal Name
Koura	Freshwater crayfish	<i>Paranephrops planifrons</i>
Kakahi	Freshwater mussel	<i>Hyridella menziesii</i>
Kokopu	Giant kokopu	<i>Galaxias argenteus</i>
Raumahi	Lamprey	<i>Geotria australis</i>
Titarakura	Giant Bully	<i>Gobiomorphus gobioidus</i>

NGĀTI WHARE DEED OF SETTLEMENT: SCHEDULE

SCHEDULE 2

NGĀTI WHARE AREA OF INTEREST

AREA OF INTEREST
(Clause 12.5 and Clause 12.6.19)

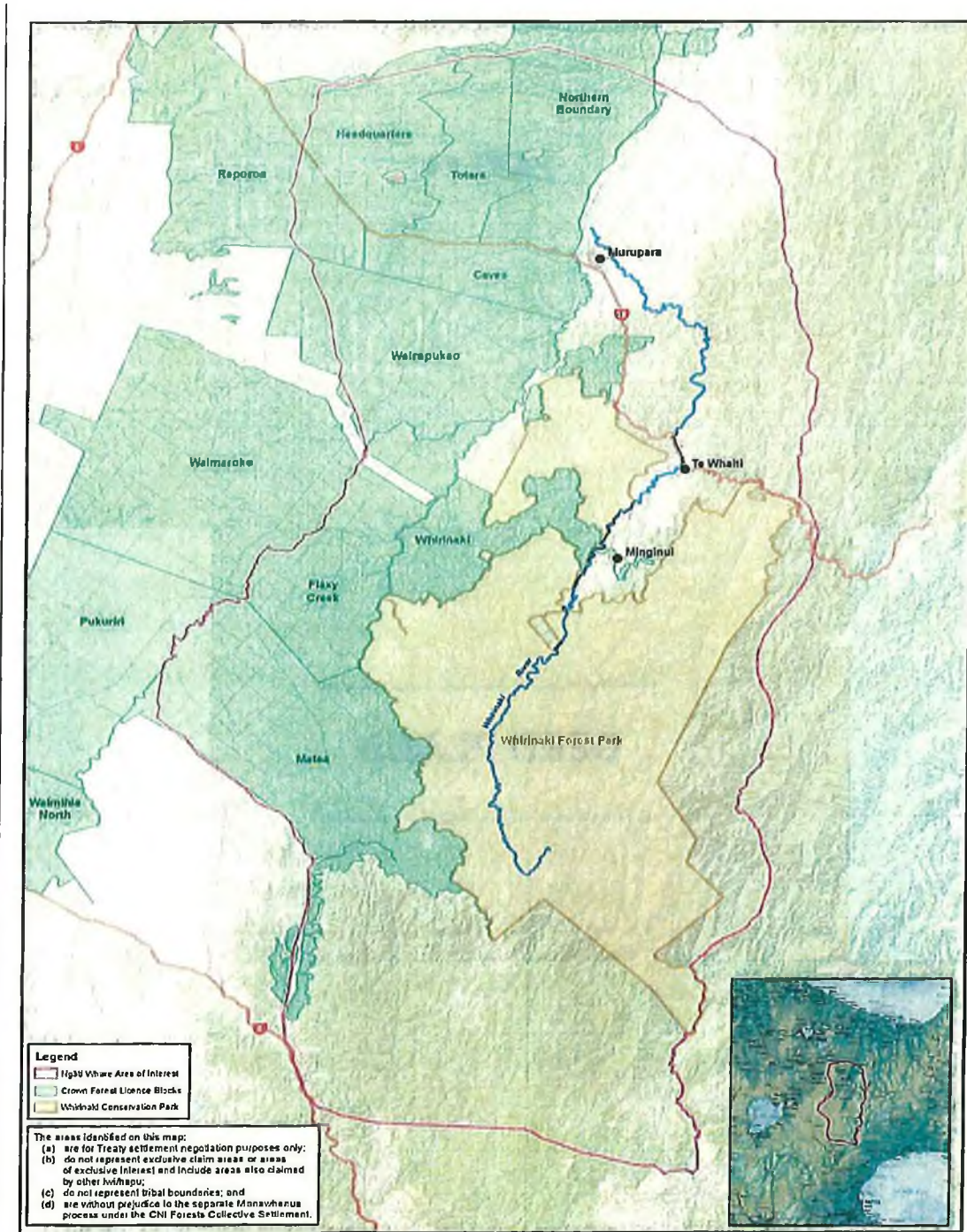


Ngāti Whare Area of Interest

PART 13

AREA OF INTEREST

AREA OF INTEREST
(Clause 12.5 and Clause 12.6.19)



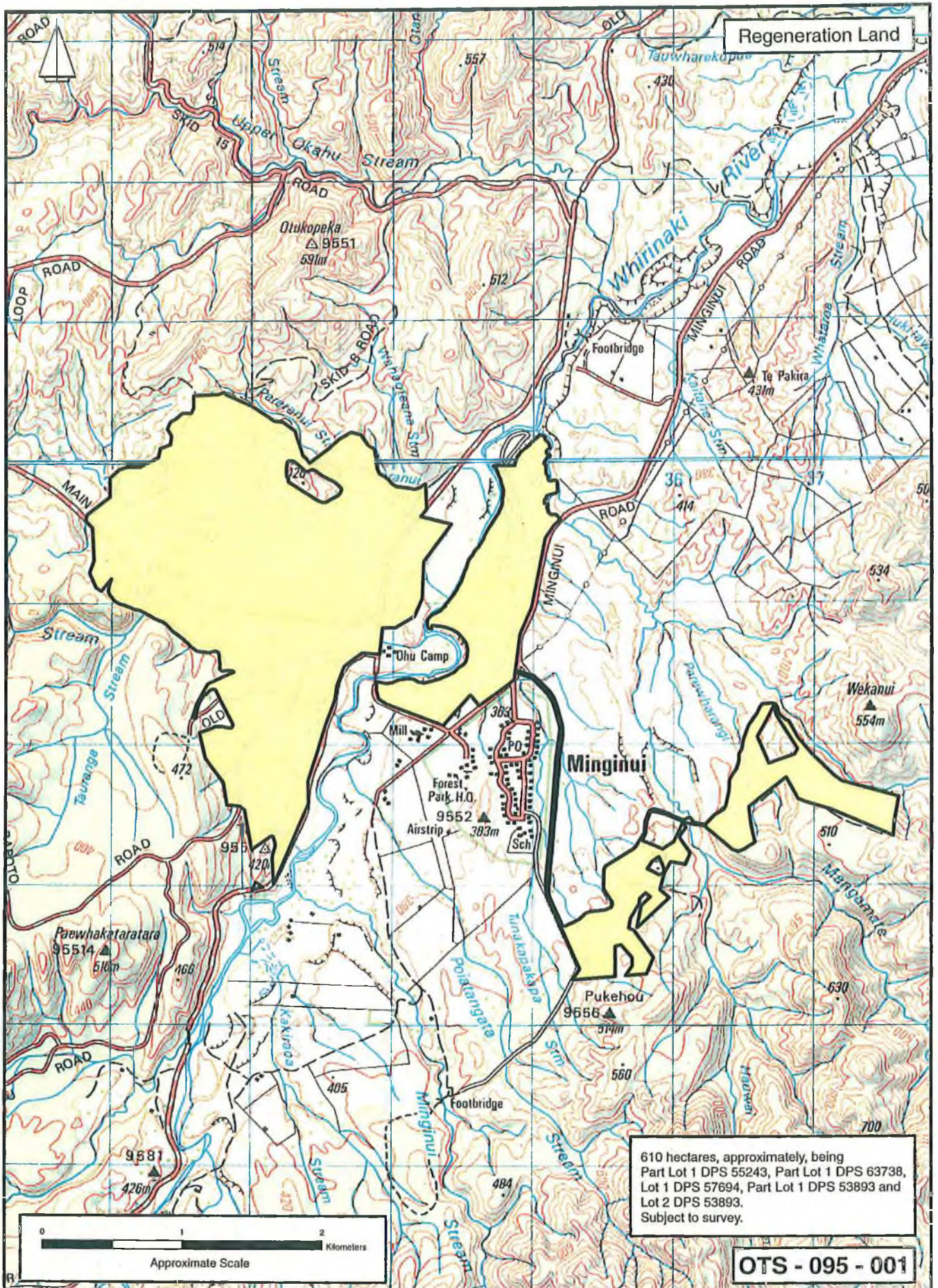
Ngāti Whare Area of Interest

PART 14

DEED PLANS

14. DEED PLANS

(Clauses 6.1.24, 6.1.26, 6.1.28, 6.6, 12.5 and 12.6.19)



Regeneration Land

610 hectares, approximately, being
 Part Lot 1 DPS 55243, Part Lot 1 DPS 63738,
 Lot 1 DPS 57694, Part Lot 1 DPS 53893 and
 Lot 2 DPS 53893.
 Subject to survey.

OTS - 095 - 001



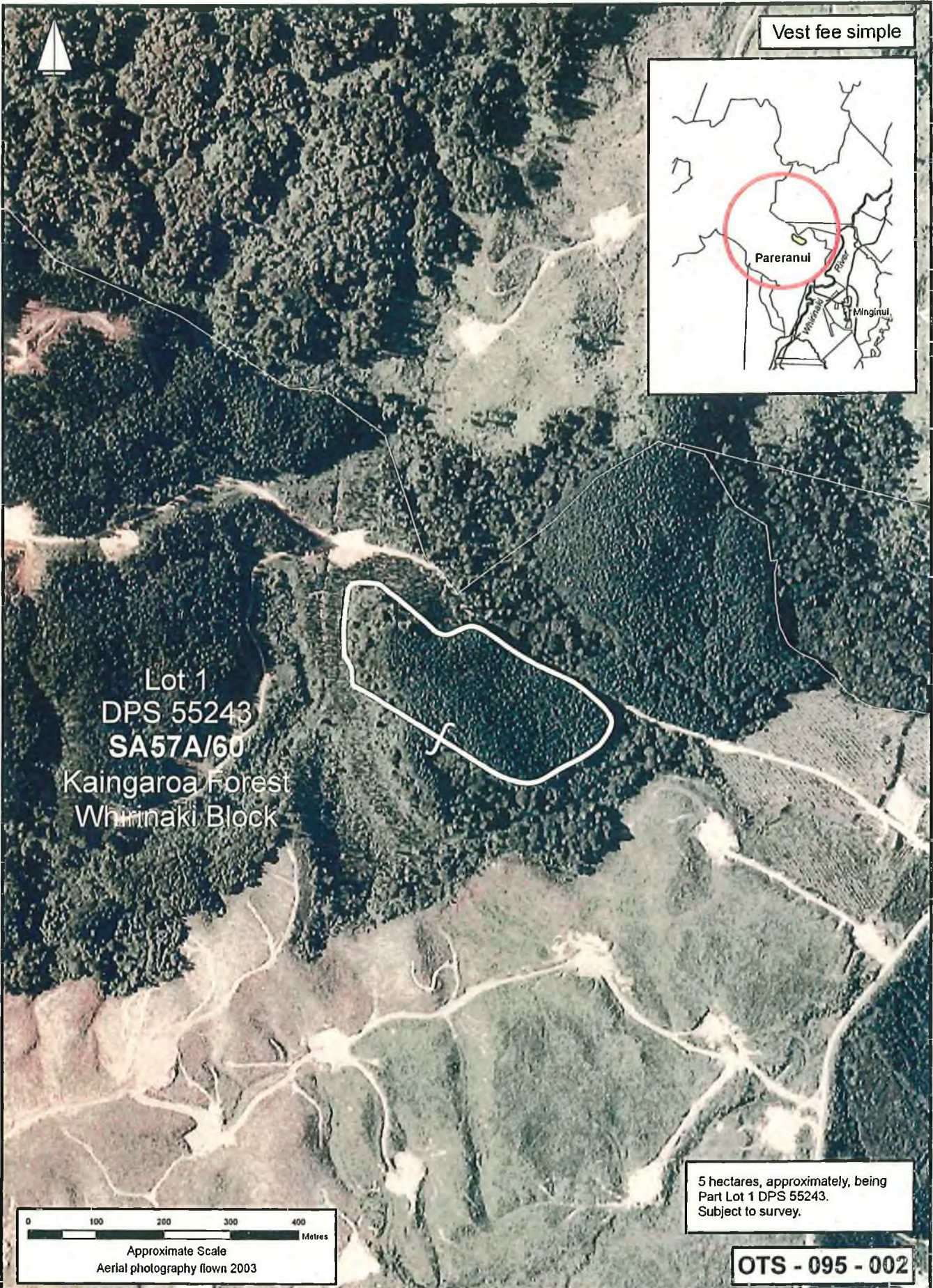
South Auckland
 Land District
 Territorial Authority:
 Whakatane District
 Compiled as a graphic
 representation. Boundaries
 are indicative only

Balance of Regeneration Land

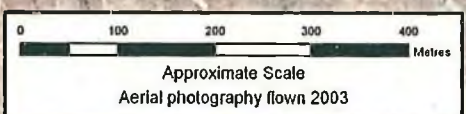
Areas referred to in the Deed of Settlement between
 Ngāti Whare and the Crown

Approved as to boundaries:
 [Signature] 27/10/09
 for Ngāti Whare
 [Signature] 27/10/09
 for and on behalf of the Crown

107A RH



Lot 1
 DPS 55243
 SA57A/60
 Kaingaroa Forest
 Whirinaki Block



5 hectares, approximately, being
 Part Lot 1 DPS 55243.
 Subject to survey.

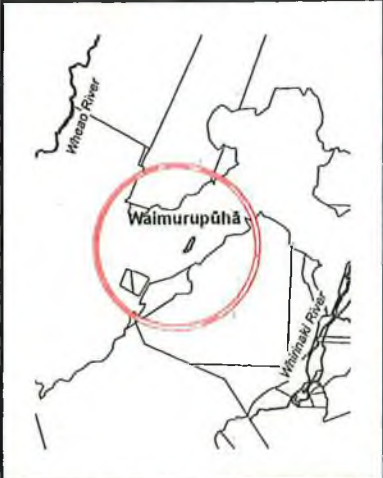
OTS - 095 - 002

	<p>South Auckland Land District Territorial Authority: Whakatane District Compiled as a graphic representation. Boundaries are indicative only</p>	<p>Pareranui</p> <p>Areas referred to in the Deed of Settlement between Ngāti Whare and the Crown</p>	<p>Approved as to boundaries: for Ngāti Whare for and on behalf of the Crown</p> <p style="text-align: right;">27/10/09 27/10/09</p>
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KTA RH

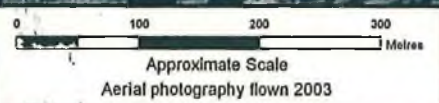


Vest fee simple



Lot 1
 DPS 55243
 SA57A/60
 Kaingaroa Forest
 Whirinaki Block

5 hectares, approximately, being
 Part Lot 1 DPS 55243.
 Subject to survey.



OTS - 095 - 003



South Auckland
 Land District
 Territorial Authority:
 Whakatane District
 Compiled as a graphic
 representation. Boundaries
 are indicative only

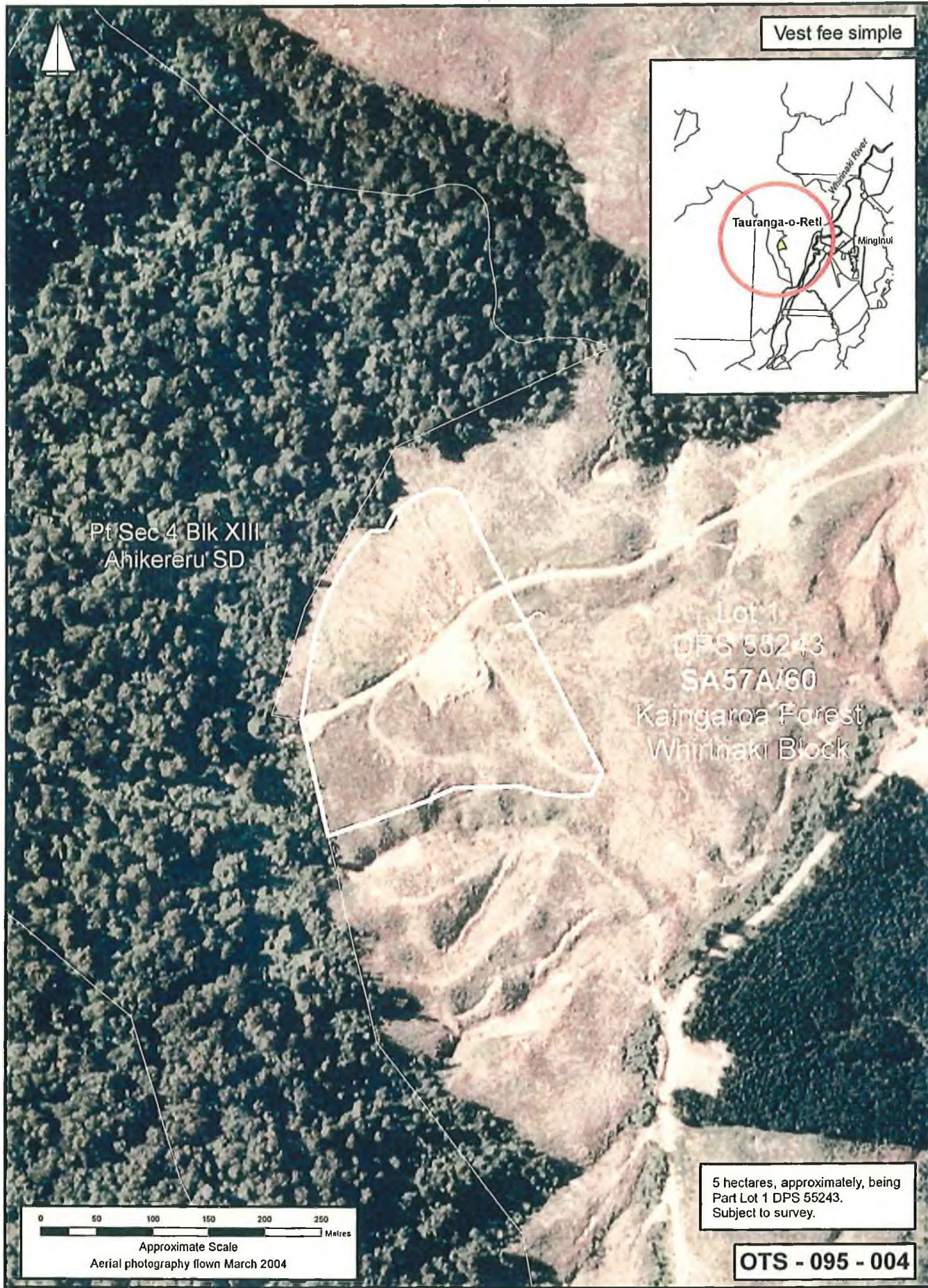
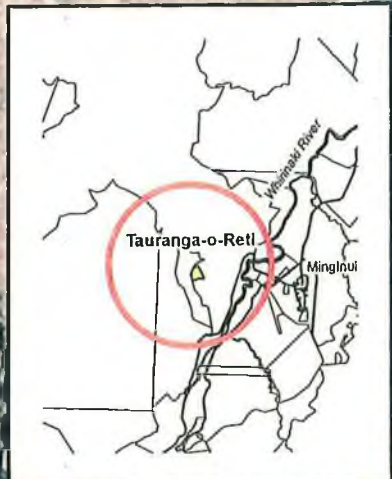
Waimurupūhā

Areas referred to in the Deed of Settlement between
 Ngāti Whare and the Crown

Approved as to boundaries:
 [Signature] 27.10.09
 for Ngāti Whare
 [Signature] 27.10.09
 for and on behalf of the Crown

KTA RH

Vest fee simple



Pt Sec 4 Blk XIII
Ahikereru SD

Lot 1
DPS 55243
SA57A/60
Kaingaroa Forest
Whirinaki Block

0 50 100 150 200 250 Metres
Approximate Scale
Aerial photography flown March 2004

5 hectares, approximately, being
Part Lot 1 DPS 55243.
Subject to survey.

OTS - 095 - 004



South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

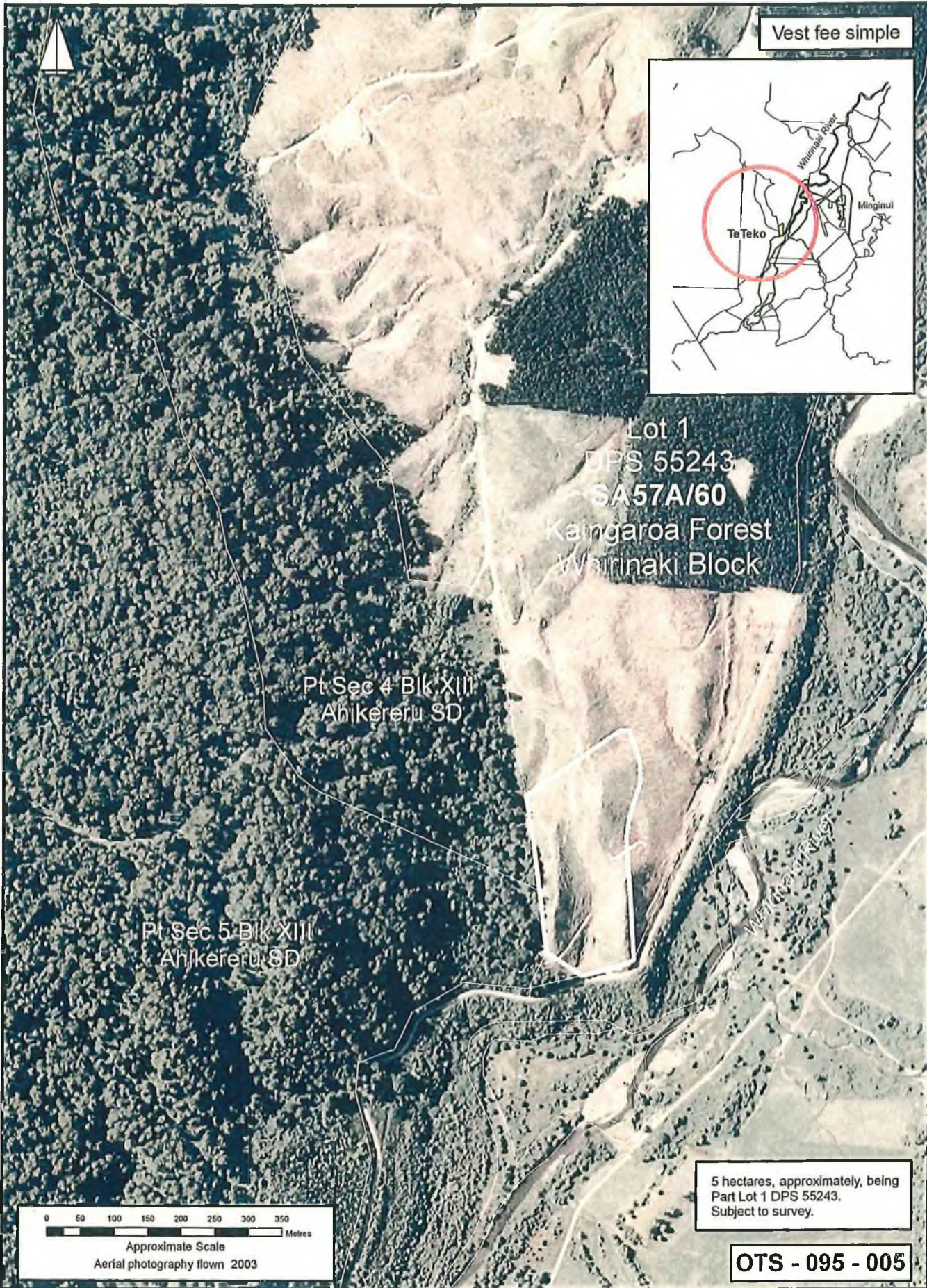
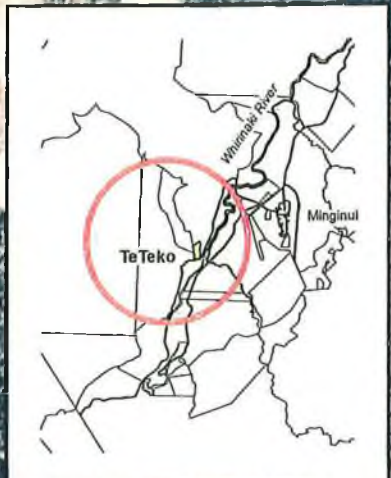
Tauranga-o-Reti

Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

Approved as to boundaries:
[Signature] 27/10/09
for Ngāti Whare
[Signature] 27/10/09
for and on behalf of the Crown

157A RH

Vest fee simple

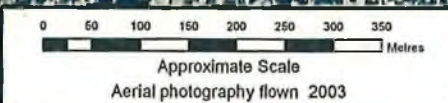


Lot 1
DPS 55243
SA57A/60
Kangaroo Forest
Whirinaki Block

Pt Sec 4 Blk XIII
Ahikererū SD

Pt Sec 5 Blk XIII
Ahikererū SD

5 hectares, approximately, being
Part Lot 1 DPS 55243.
Subject to survey.



OTS - 095 - 005

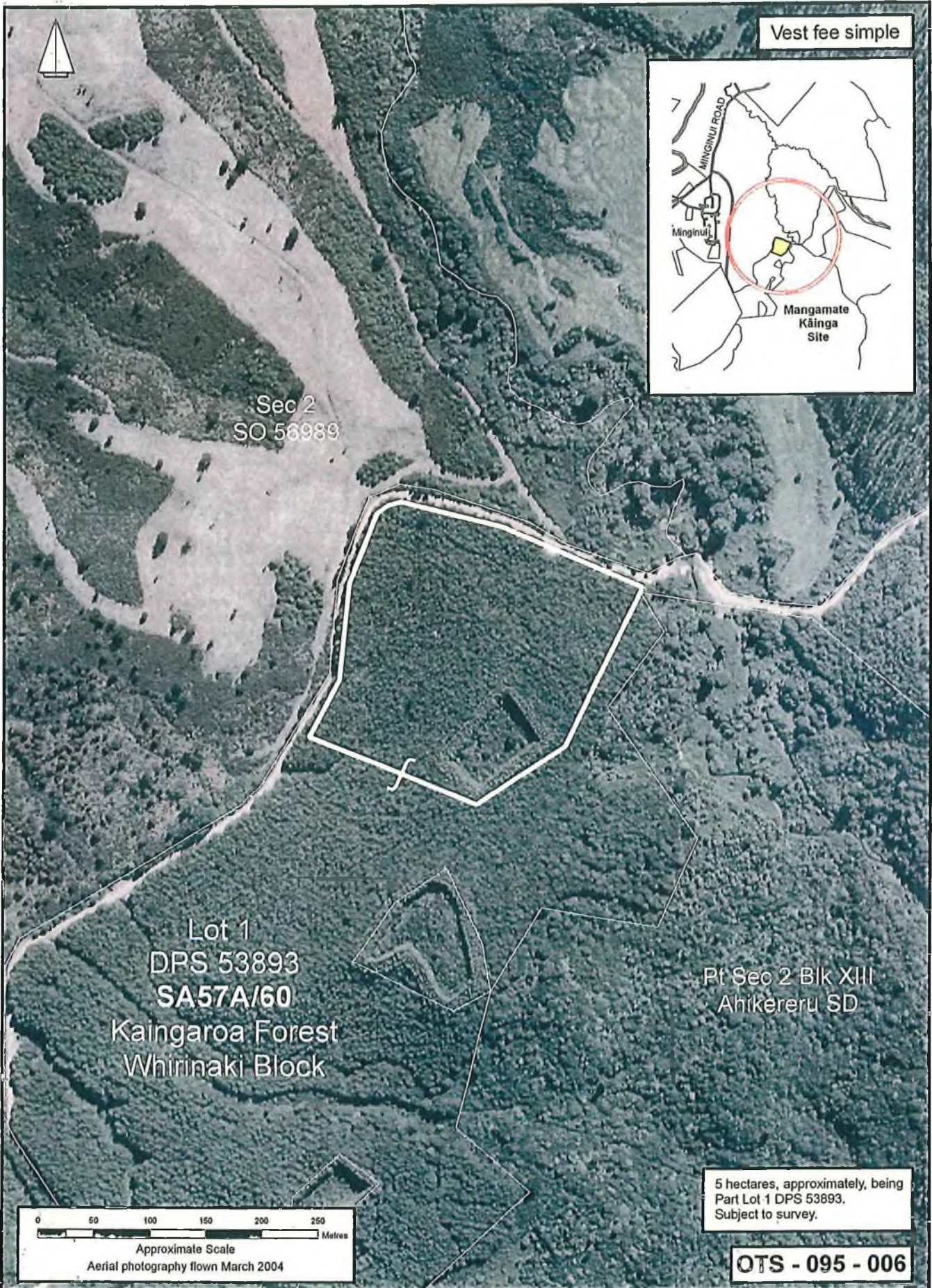
South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

Te Teko

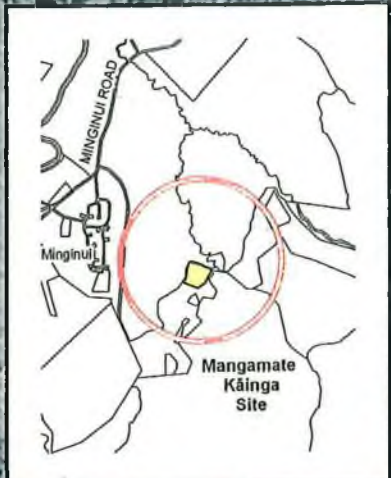
Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

Approved as to boundaries:
[Signature] 27.11.09
for Ngāti Whare
[Signature] 27.11.09
for and on behalf of the Crown

KTA RH



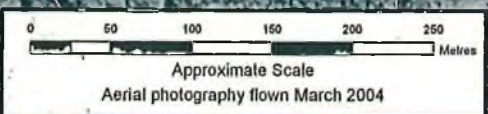
Vest fee simple



Sec 2
SO 53989

Lot 1
DPS 53893
SA57A/60
Kaingaroa Forest
Whirinaki Block

Pt Sec 2 Blk XIII
Ahikereru SD



5 hectares, approximately, being
Part Lot 1 DPS 53893.
Subject to survey.

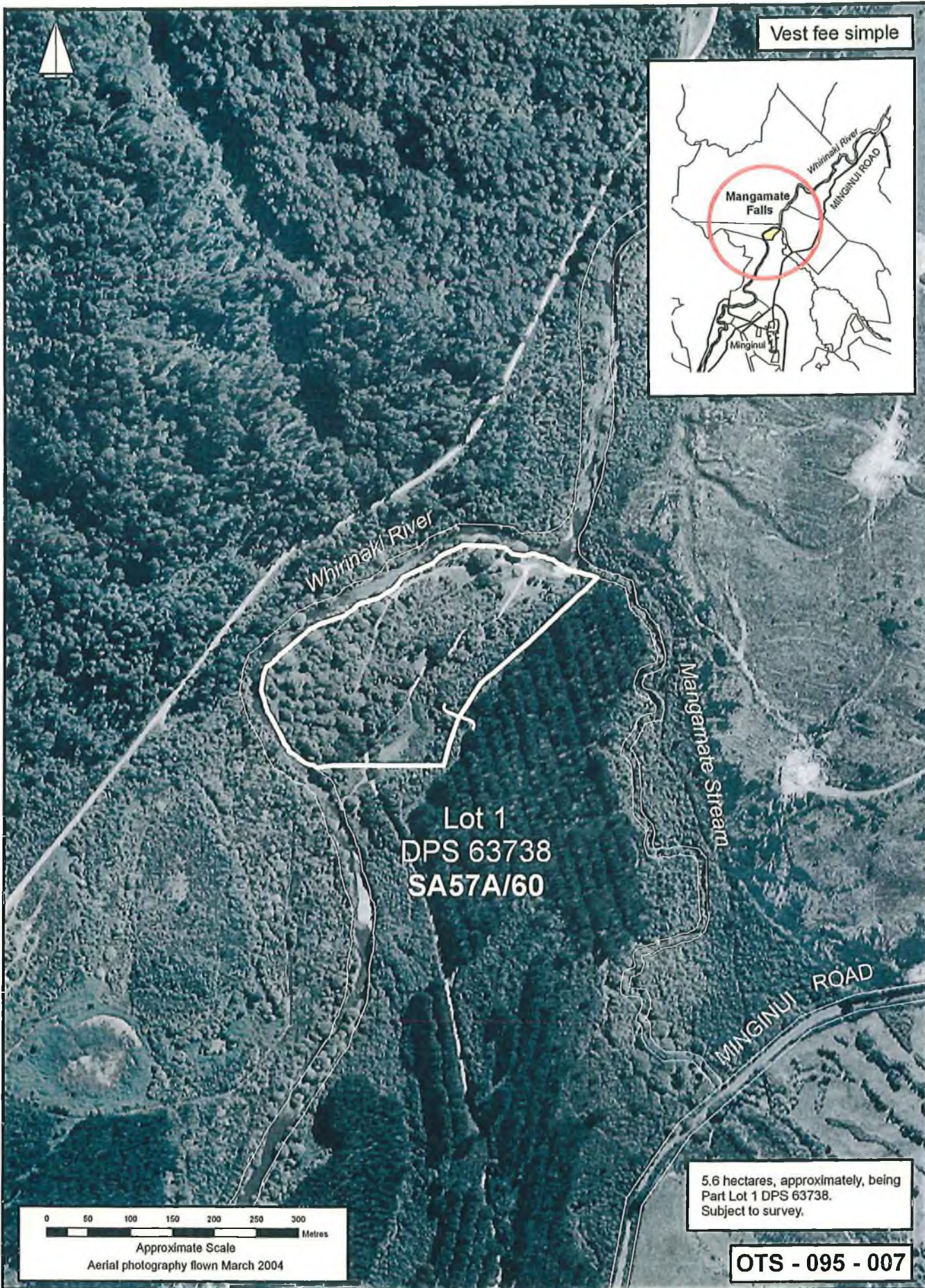
OTS - 095 - 006

South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

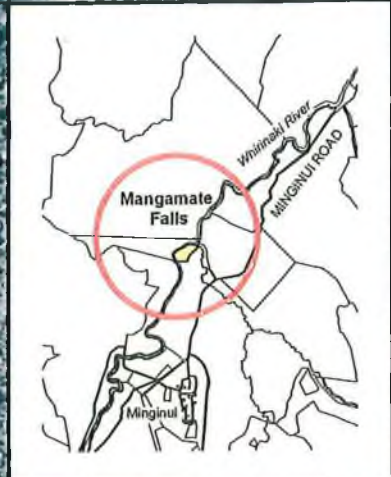
Mangamate Kāinga Site
Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

Approved as to boundaries:
[Signature] 27/10/09
for Ngāti Whare
[Signature] 27/10/09
for and on behalf of the Crown

KTA RH



Vest fee simple

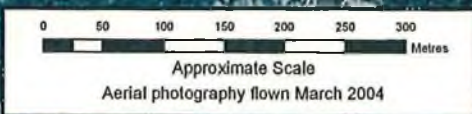


Whirinaki River

Mangamate Stream


MINGINIJI ROAD

Lot 1
DPS 63738
SA57A/60



5.6 hectares, approximately, being Part Lot 1 DPS 63738. Subject to survey.



OTS - 095 - 007


 South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

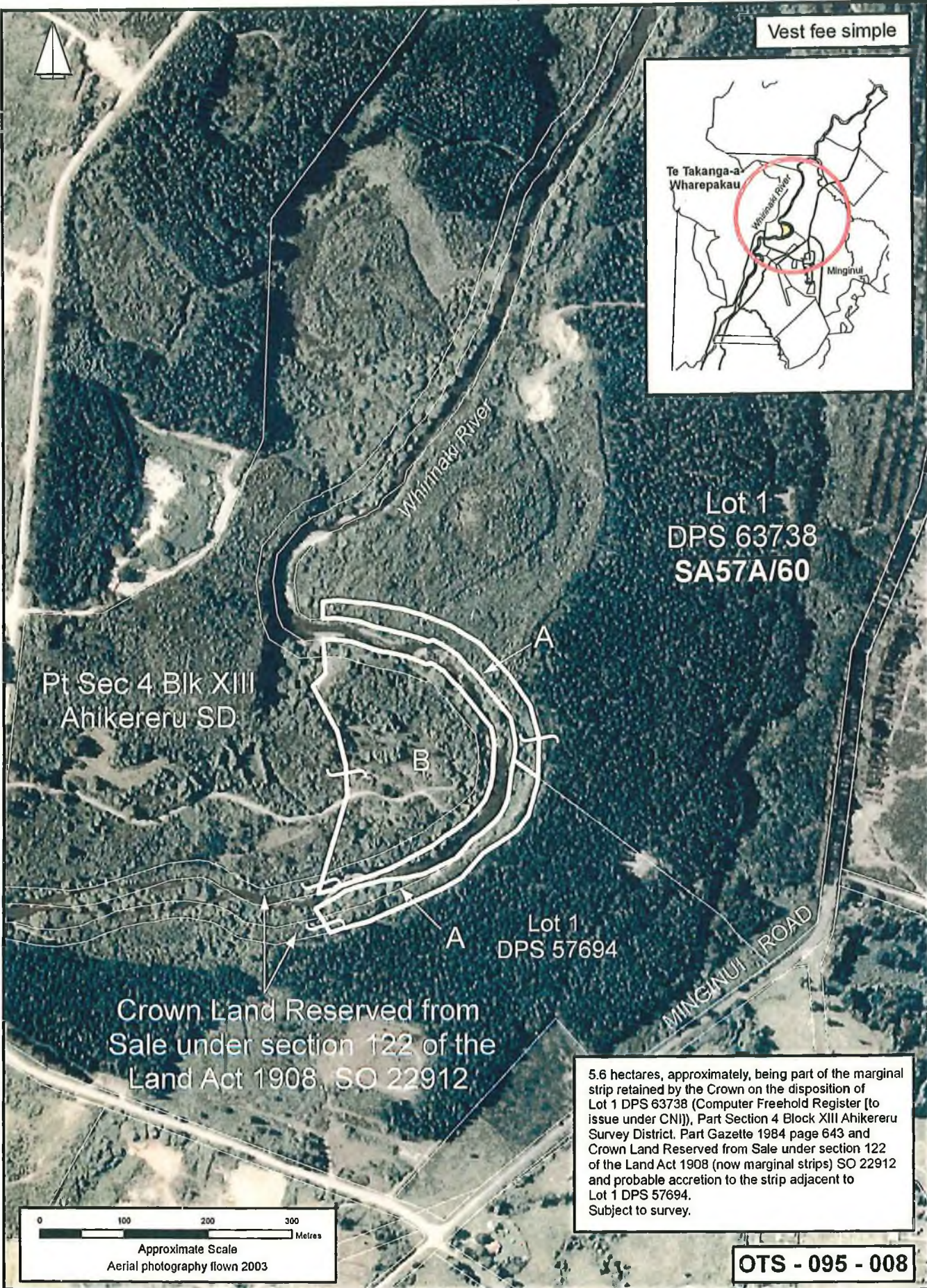
Mangamate Falls Site

Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

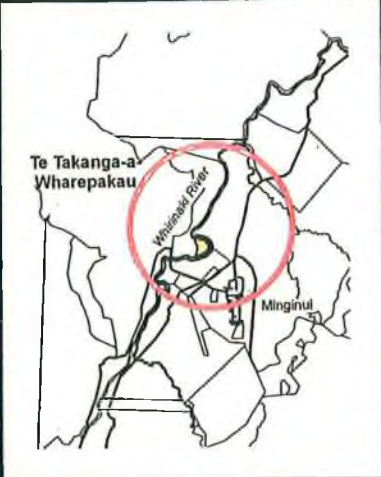
Approved as to boundaries:

 27/10/09
for Ngāti Whare
 27/10/09
for and on behalf of the Crown

KTA RA



Vest fee simple



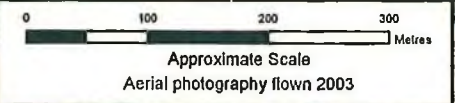
Lot 1
DPS 63738
SA57A/60

Pt Sec 4 Blk XIII
Ahikereru SD

Lot 1
DPS 57694

Crown Land Reserved from
Sale under section 122 of the
Land Act 1908 SO 22912

5.6 hectares, approximately, being part of the marginal strip retained by the Crown on the disposition of Lot 1 DPS 63738 (Computer Freehold Register [to issue under CNI]), Part Section 4 Block XIII Ahikereru Survey District. Part Gazette 1984 page 643 and Crown Land Reserved from Sale under section 122 of the Land Act 1908 (now marginal strips) SO 22912 and probable accretion to the strip adjacent to Lot 1 DPS 57694. Subject to survey.



OTS - 095 - 008



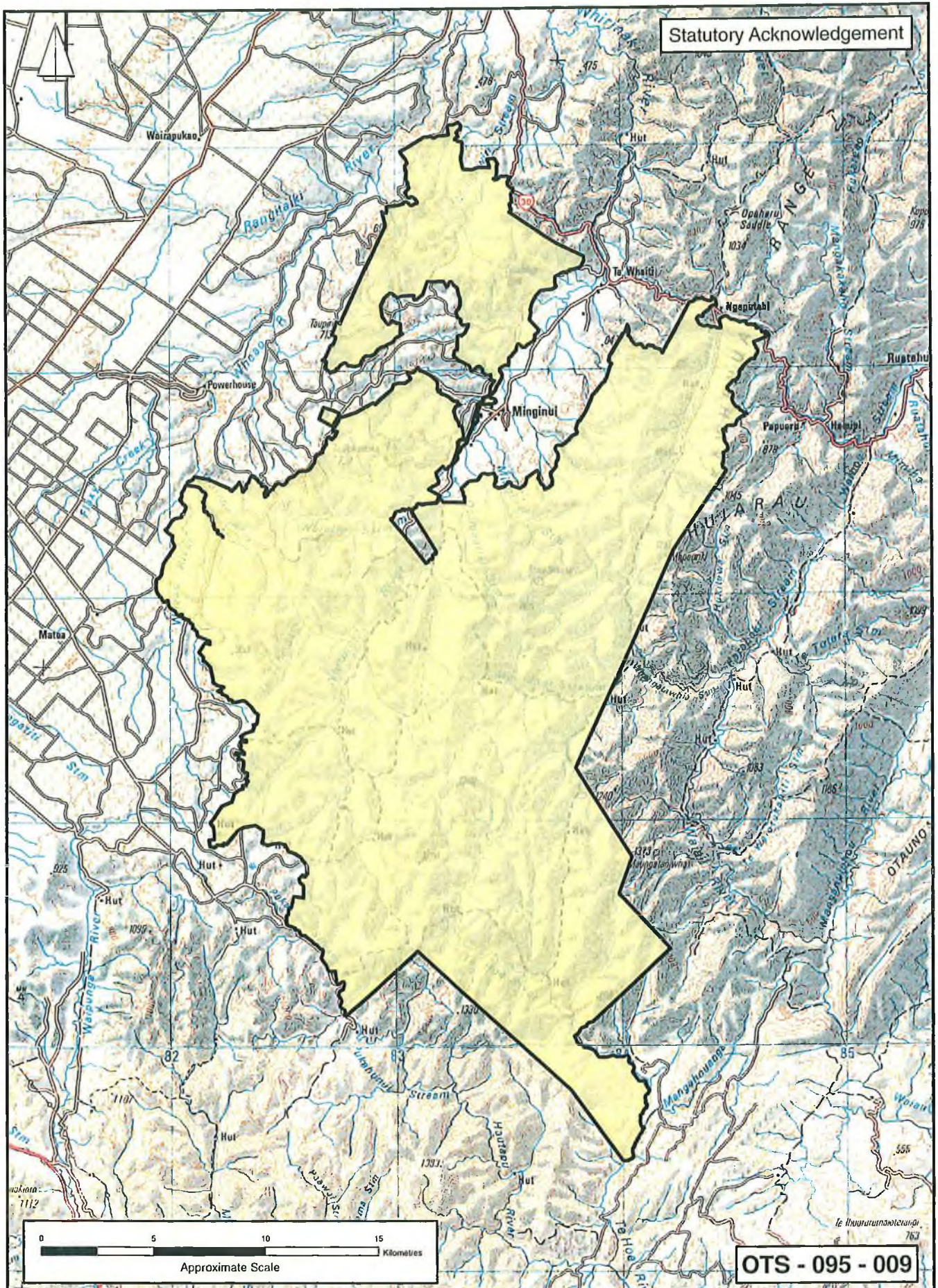
South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

Te Takanga-a-Wharepakau

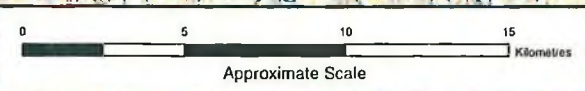
Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

Approved as to boundaries:
[Signature] 27.10.09
for Ngāti Whare
[Signature] 27.10.09
for and on behalf of the Crown

KTA RH




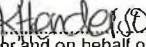
Statutory Acknowledgement



OTS - 095 - 009

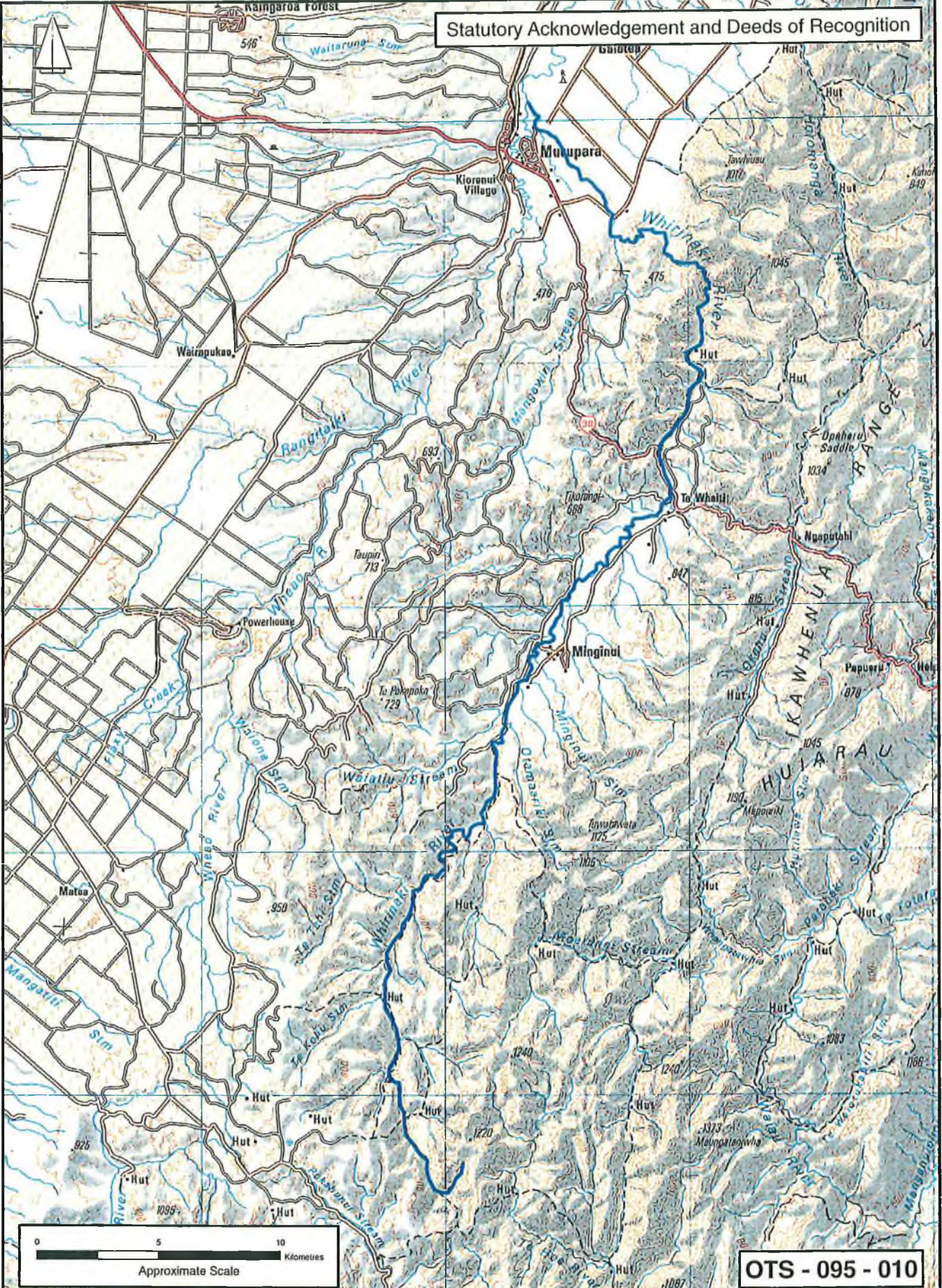

 South Auckland
 Land District
 Territorial Authority:
 Whakatane, Taupo
 and Waioa Districts
 Compiled as a graphic
 representation. Boundaries
 are indicative only.


Whirinaki Conservation Park
 Areas referred to in the Deed of Settlement between
 Ngāti Whare and the Crown

Approved as to boundaries:
 7.12.09
 for Ngāti Whare
 7.12.09
 for and on behalf of the Crown

KTA RH

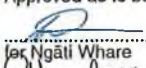

Statutory Acknowledgement and Deeds of Recognition




 South Auckland
 Land District
 Territorial Authority:
 Taupo & Whakatane Districts
 Compiled as a graphic
 representation. Boundaries
 are indicative only

Whirinaki River and Tributaries

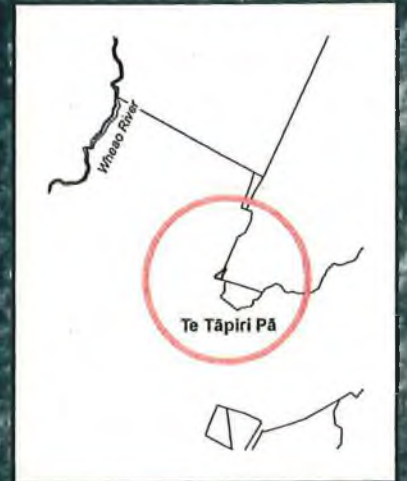
Areas referred to in the Deed of Settlement between
 Ngāti Whare and the Crown

Approved as to boundaries:
 07/12/07
 Ian Ngāti Whare
 7/12/07
 for and on behalf of the Crown

KTA RH



Vest fee simple



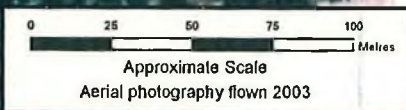
Lot 1
DPS 55243

Pt Sec 2
Blk XV
Wheao SD

Pt Whirinaki 1 Sec 1

Pt Whirinaki 1 Sec 3

2 hectares, approximately, being Part Section 2 Block XV Wheao Survey District. Part Gazette 1976 page 2865. Part Whirinaki 1 Section 1 and Part Whirinaki 1 Section 3. Part Computer Freehold Register SA86/152. Subject to survey.



OTS - 095 - 011


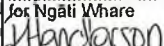


South Auckland
Land District
Territorial Authority:
Taupo District
Compiled as a graphic
representation. Boundaries
are indicative only

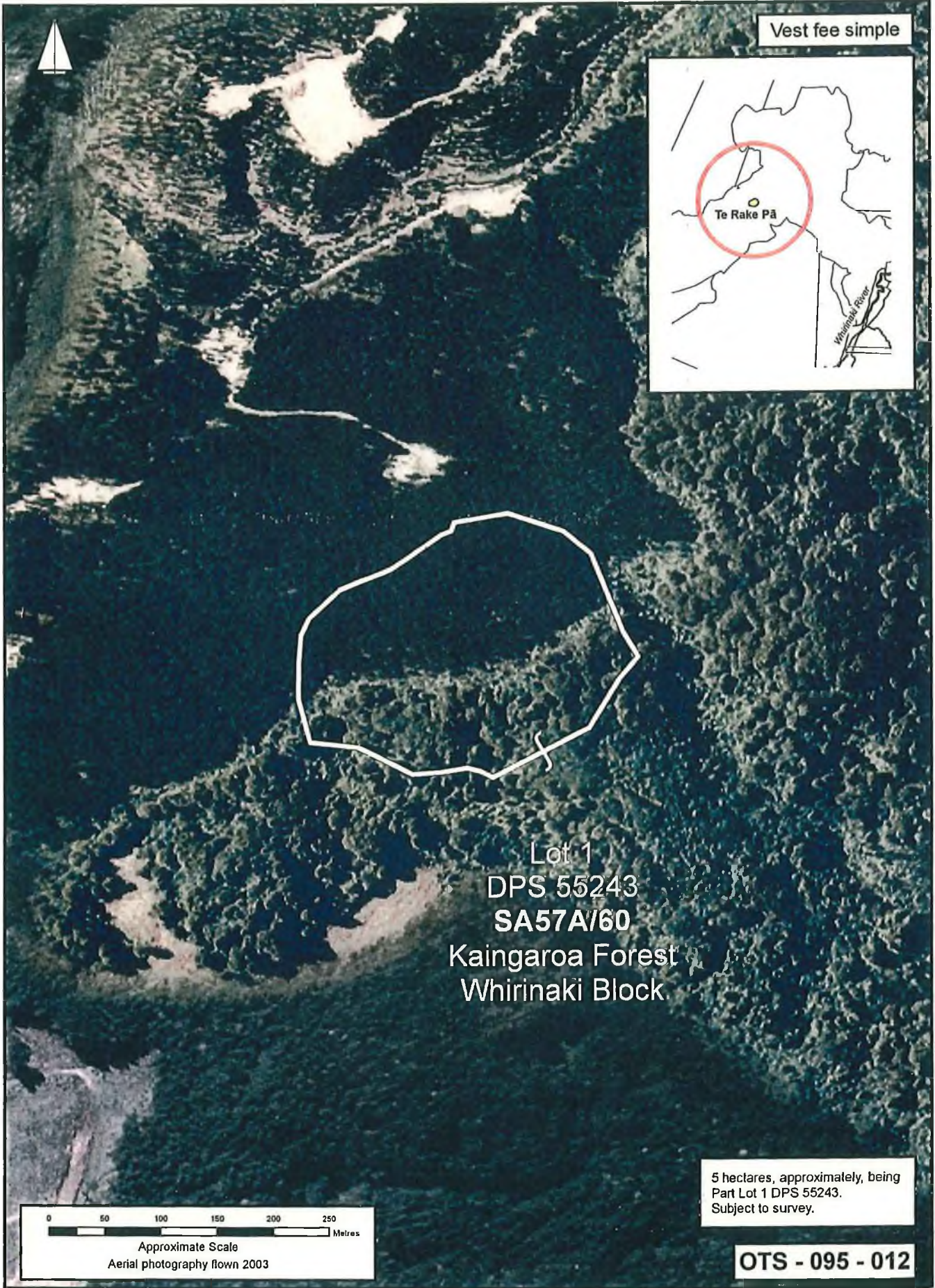
Te Tāpiri Pā

Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

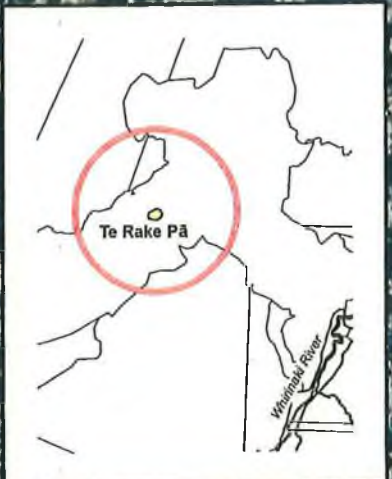
Approved as to boundaries:

 27.10.09
for Ngāti Whare
 27.10.09
for and on behalf of the Crown

KTA RH

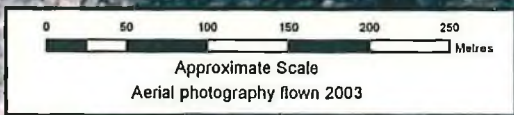


Vest fee simple



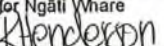


Lot 1
 DPS 55243
 SA57A/60
 Kaingaroa Forest
 Whirinaki Block.

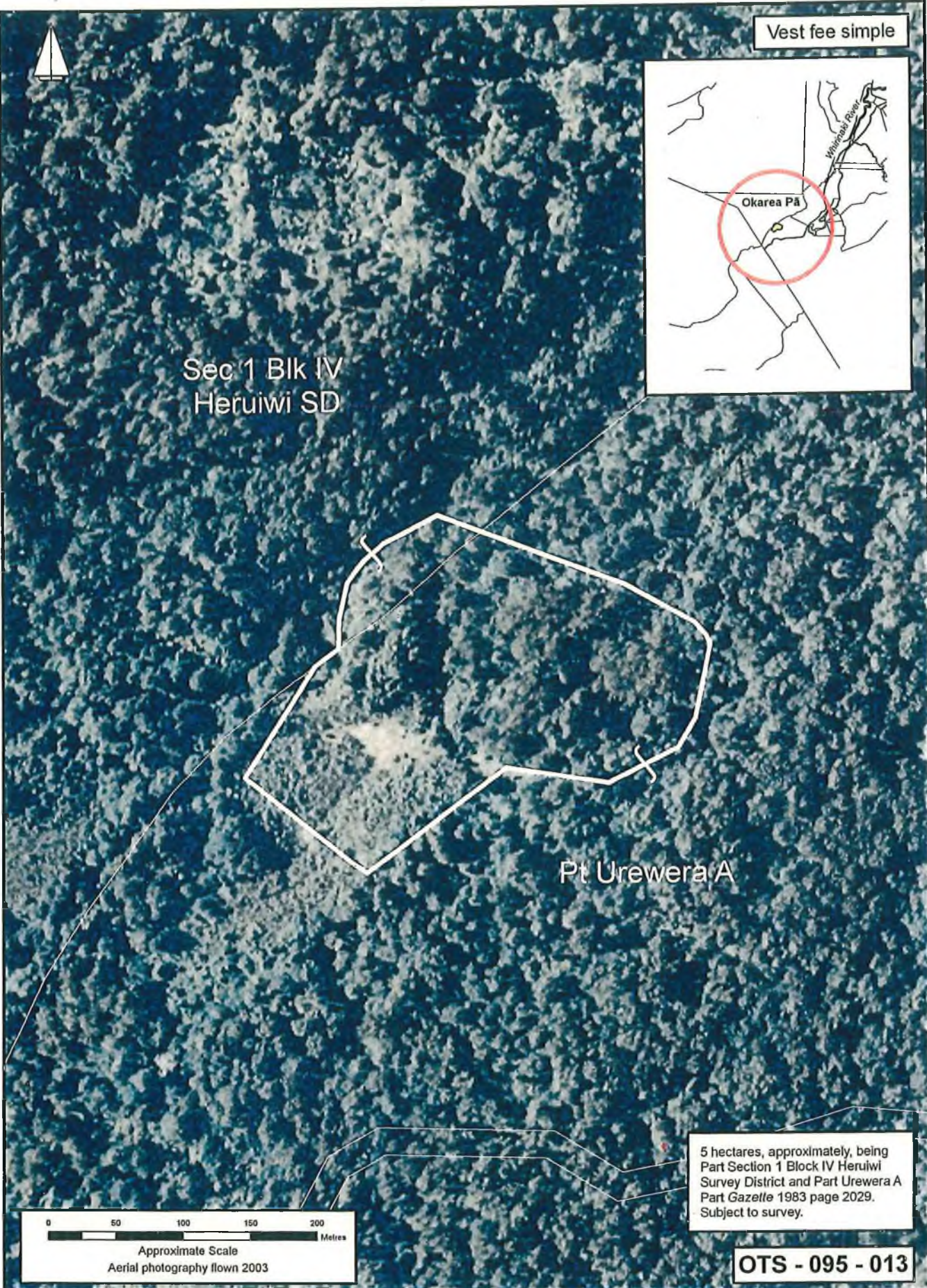
5 hectares, approximately, being
 Part Lot 1 DPS 55243.
 Subject to survey.



OTS - 095 - 012

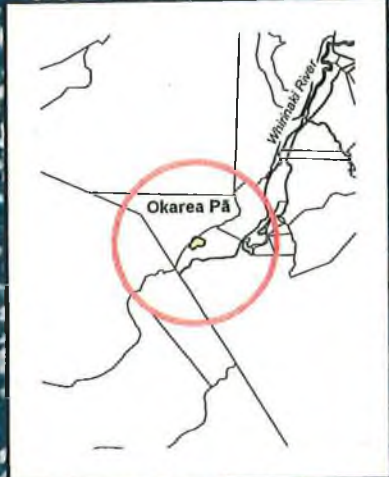
 <p>South Auckland Land District Territorial Authority: Whakatane District Compiled as a graphic representation. Boundaries are indicative only</p>	<p>Te Rake Pā</p> <p>Areas referred to in the Deed of Settlement between Ngāti Whare and the Crown</p>	<p>Approved as to boundaries:  27/10/09 for Ngāti Whare  27/10/09 for and on behalf of the Crown</p>
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LTA RH



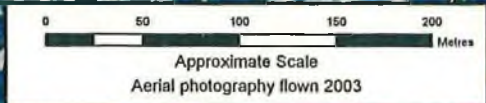
Vest fee simple

Sec 1 Blk IV
Heruiwi SD



Pt Urewera A

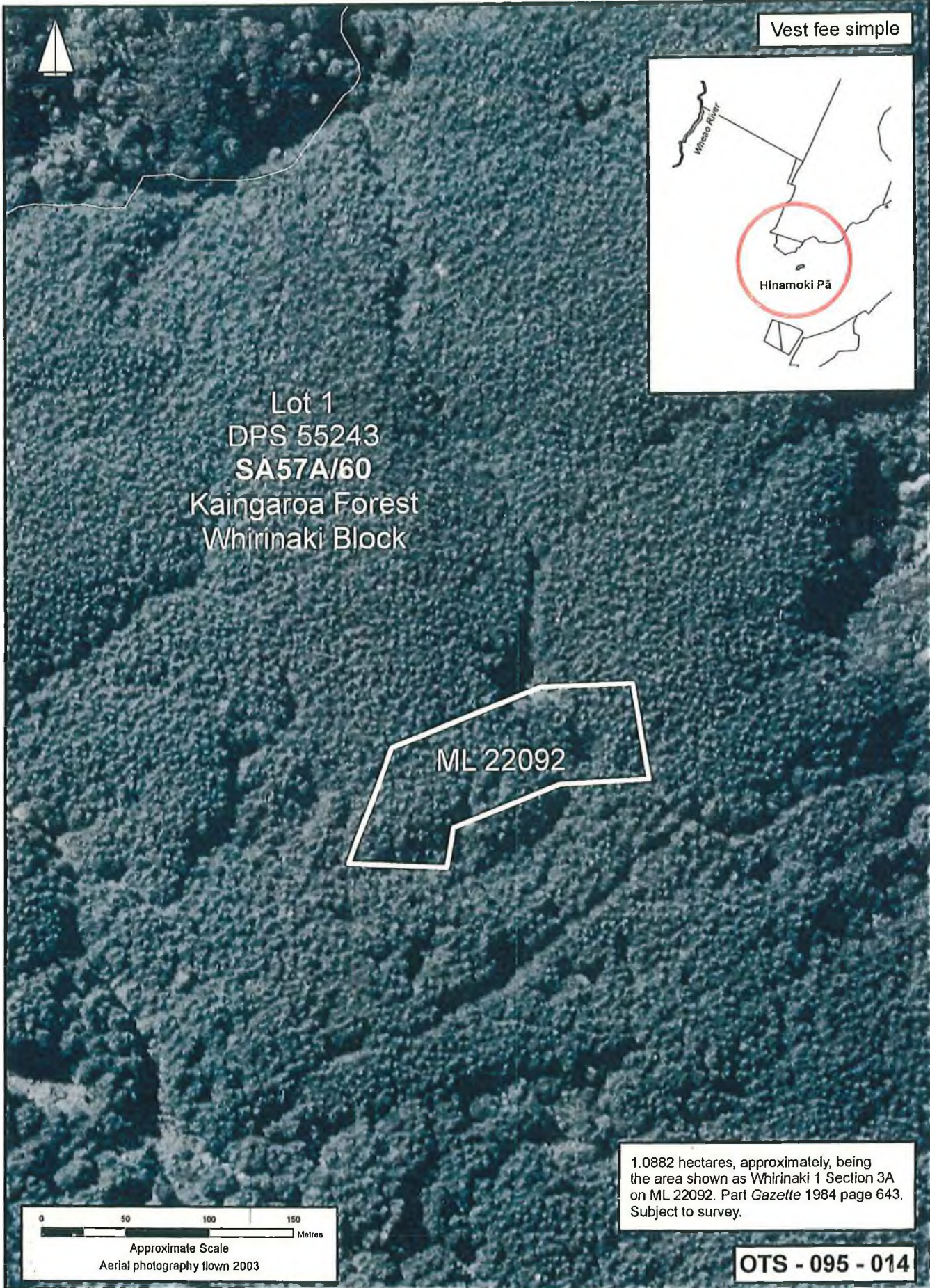
5 hectares, approximately, being Part Section 1 Block IV Heruiwi Survey District and Part Urewera A Part Gazette 1983 page 2029. Subject to survey.



OTS - 095 - 013

	<p>South Auckland Land District Territorial Authority: Whakatane District Compiled as a graphic representation. Boundaries are indicative only</p>	<p>Okarea Pā</p> <p>Areas referred to in the Deed of Settlement between Ngāti Whare and the Crown</p>	<p>Approved as to boundaries:</p> <p><i>[Signature]</i> 27.10.15 for Ngāti Whare</p> <p><i>[Signature]</i> 27.10.15 for and on behalf of the Crown</p>
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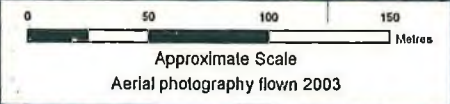
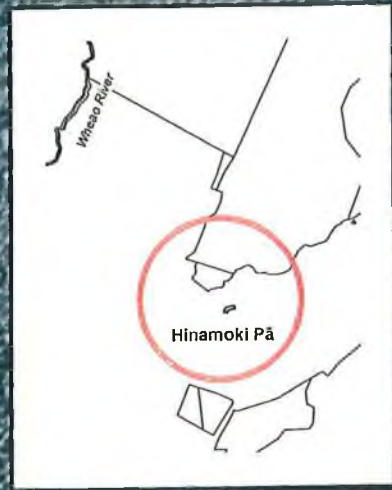
KTA QH



Vest fee simple


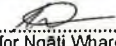
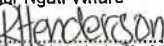
Lot 1
 DPS 55243
 SA57A/60
 Kaingaroa Forest
 Whirinaki Block

ML 22092

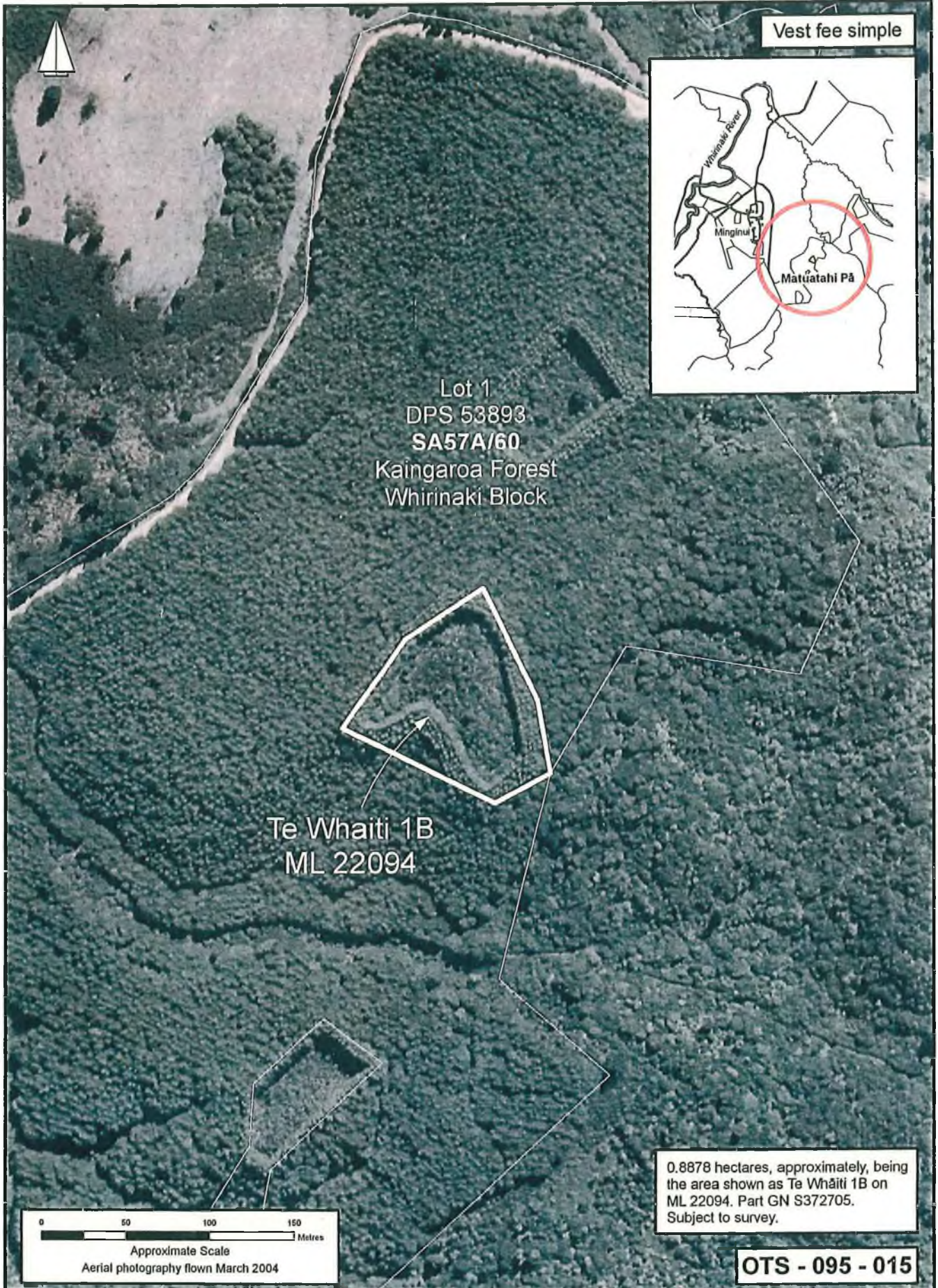


1,0882 hectares, approximately, being the area shown as Whirinaki 1 Section 3A on ML 22092. Part Gazette 1984 page 643. Subject to survey.

OTS - 095 - 014

 <p>South Auckland Land District Territorial Authority: Whakatahe District Compiled as a graphic representation. Boundaries are indicative only</p>	<p>Hinamoki Pā</p> <p>Areas referred to in the Deed of Settlement between Ngāti Whare and the Crown</p>	<p>Approved as to boundaries:  27/10/09 for Ngāti Whare  27/10/09 for and on behalf of the Crown</p>
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KTA RH

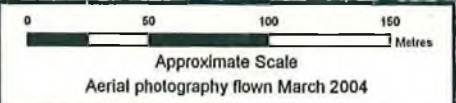


Vest fee simple



Lot 1
DPS 53893
SA57A/60
Kaingaroa Forest
Whirinaki Block

Te Whaiti 1B
ML 22094



0.8878 hectares, approximately, being the area shown as Te Whāiti 1B on ML 22094. Part GN S372705. Subject to survey.

OTS - 095 - 015



South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

Matuatahi Pā

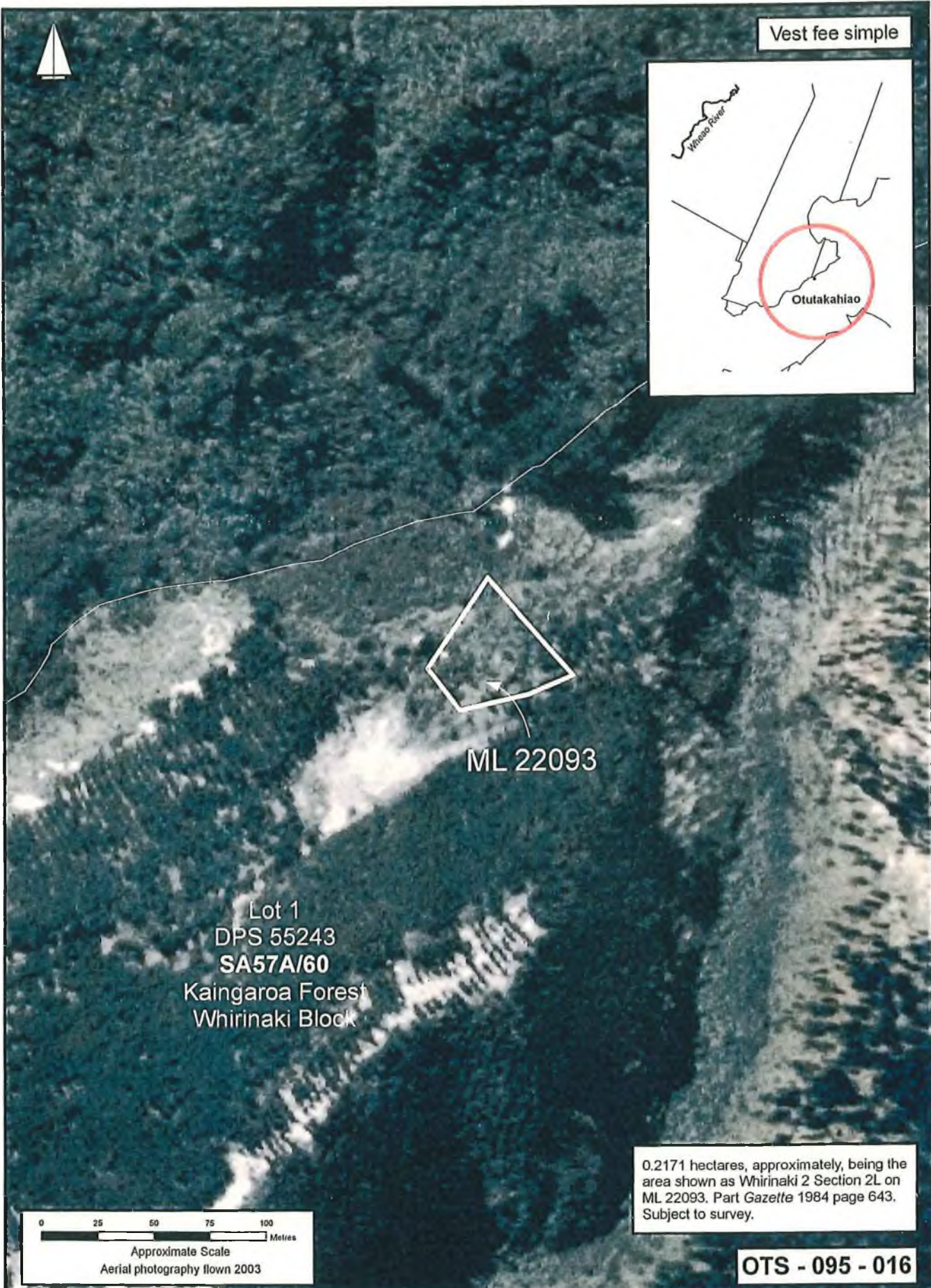
Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

Approved as to boundaries:
[Signature] 27/10/09
for Ngāti Whare
[Signature] 27/10/09
for and on behalf of the Crown

KTA RH



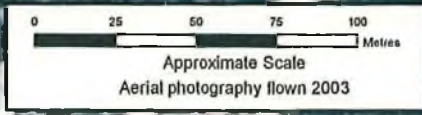
Vest fee simple




ML 22093

Lot 1
DPS 55243
SA57A/60
Kaingaroa Forest
Whirinaki Block

0.2171 hectares, approximately, being the area shown as Whirinaki 2 Section 2L on ML 22093. Part Gazette 1984 page 643. Subject to survey.



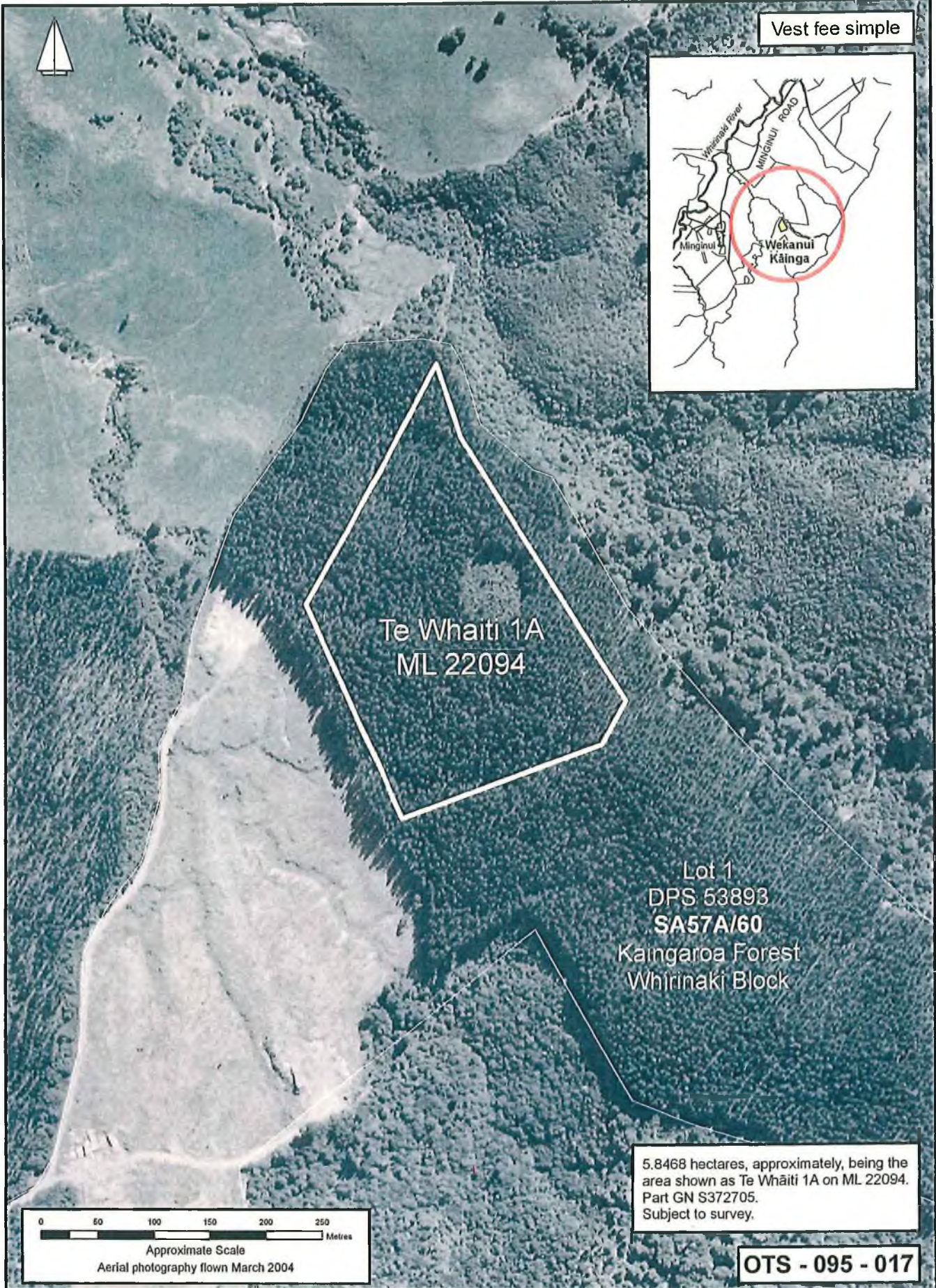
OTS - 095 - 016

 <p>South Auckland Land District Territorial Authority: Whakatane District Compiled as a graphic representation. Boundaries are indicative only</p>	<p>Otutakahiao</p> <p>Areas referred to in the Deed of Settlement between Ngāti Whare and the Crown</p>	<p>Approved as to boundaries:</p> <p><i>[Signature]</i> 27.10.09 for Ngāti Whare</p> <p><i>[Signature]</i> 27.10.09 for and on behalf of the Crown</p>
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KTA RH



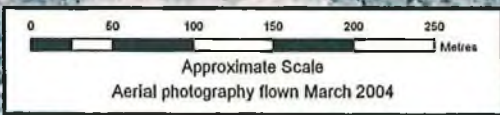
Vest fee simple



Te Whaiti 1A
ML 22094

Lot 1
DPS 53893
SA57A/60
Kaingaroa Forest
Whirinaki Block

5.8468 hectares, approximately, being the area shown as Te Whāiti 1A on ML 22094. Part GN S372705. Subject to survey.



OTS - 095 - 017



South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are Indicative only

Wekanui Kāinga

Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

Approved as to boundaries:

[Signature] 27/10/09
for Ngāti Whare
[Signature] 27/10/09
for and on behalf of the Crown

1-7A RH



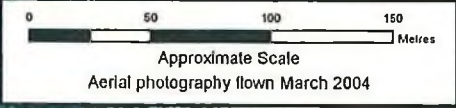
Vest fee simple

Lot 1
DPS 53893
SA57A/60
Kaingaroa Forest
Whirinaki Block



Te Whaiti 1D
ML 22094

2.1535 hectares, approximately, being the area shown as Te Whāiti 1D on ML 22094. Part GN S372705. Subject to survey.



OTS - 095 - 018



South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only.

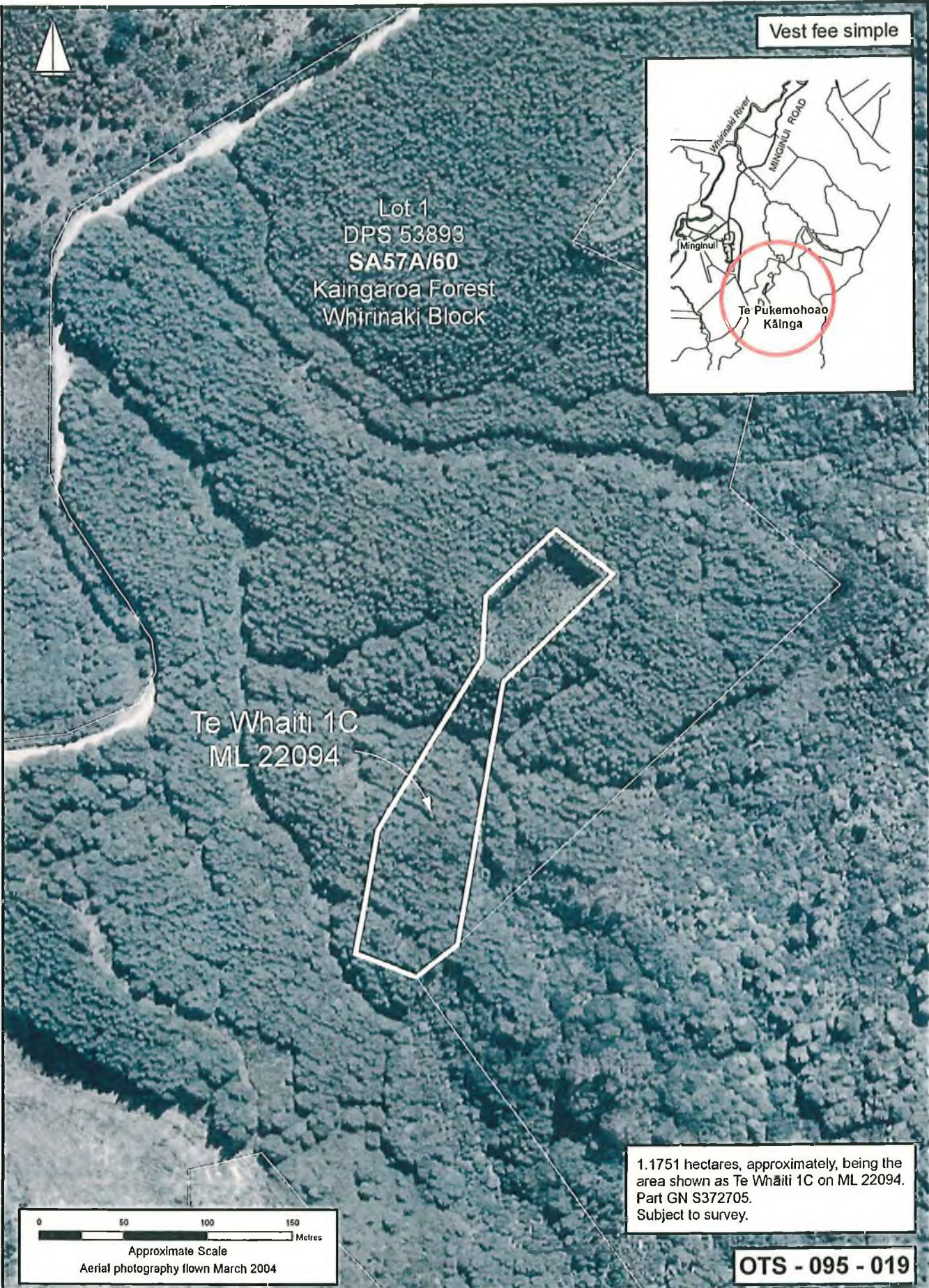
Otahi Kāinga

Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

Approved as to boundaries:

27.10.09
for Ngāti Whare
 27.10.09
for and on behalf of the Crown

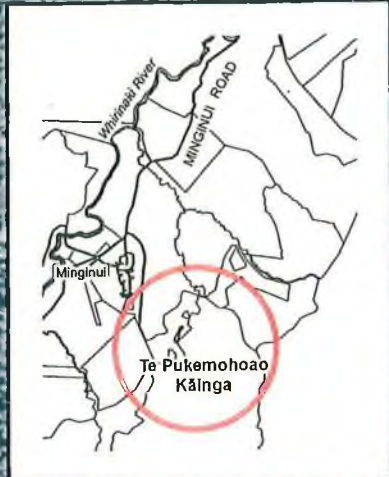
197A RH



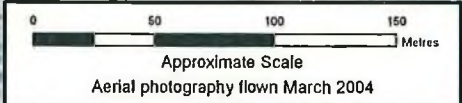
Vest fee simple

Lot 1
DPS 53893
SA57A/60
Kaingaroa Forest
Whirinaki Block


Te Whaiti 1C
ML 22094



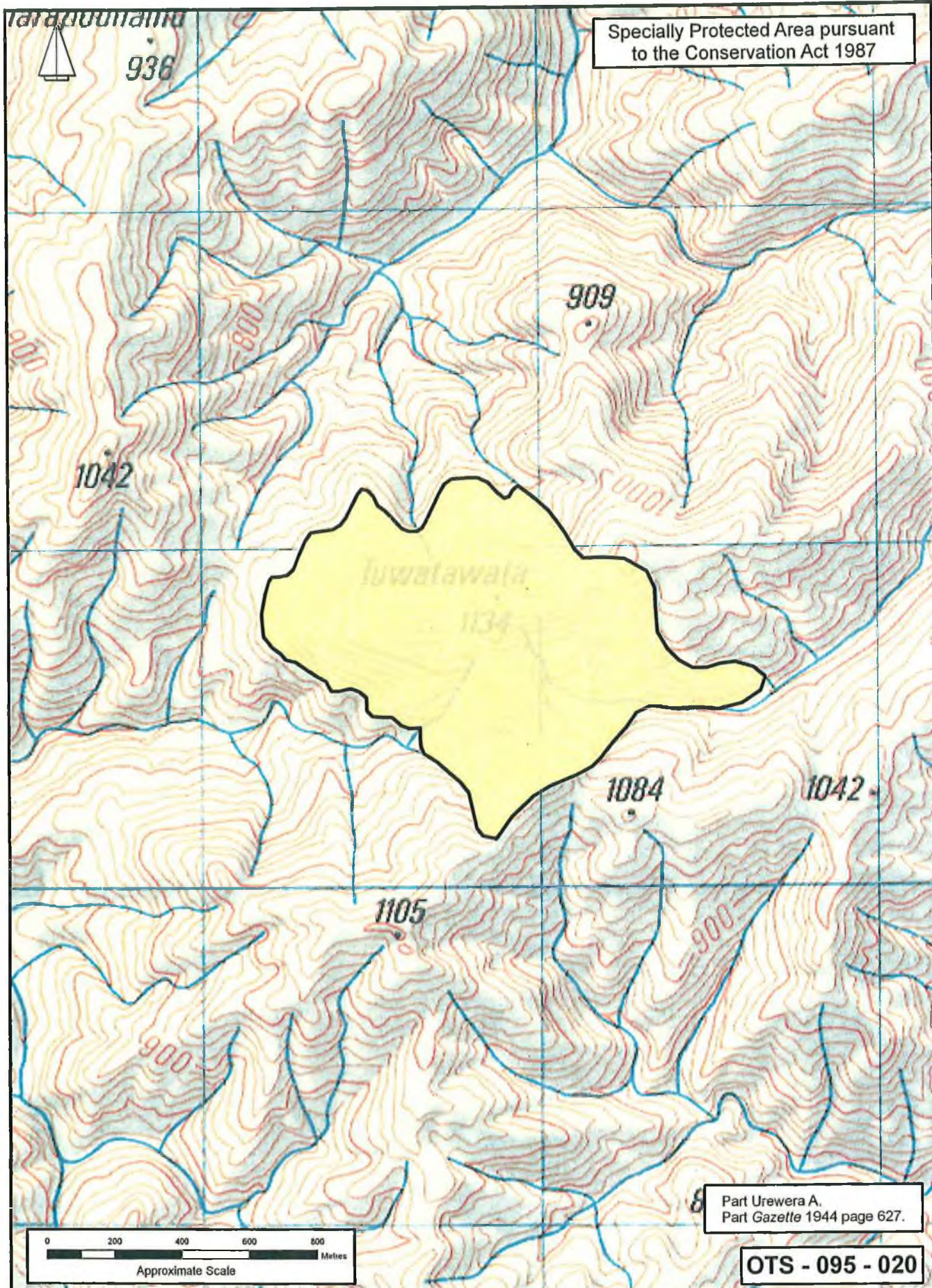
1.1751 hectares, approximately, being the area shown as Te Whāiti 1C on ML 22094. Part GN S372705. Subject to survey.



OTS - 095 - 019

 <p>South Auckland Land District Territorial Authority: Whakatane District Compiled as a graphic representation. Boundaries are indicative only</p>	<p>Te Pukemohao Kāinga</p> <p>Areas referred to in the Deed of Settlement between Ngāti Whare and the Crown</p>	<p>Approved as to boundaries:</p> <p><i>[Signature]</i> 27.11.09 for Ngāti Whare</p> <p><i>[Signature]</i> 27.10.09 for and on behalf of the Crown</p>
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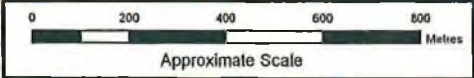
KTA RH




Specially Protected Area pursuant to the Conservation Act 1987

Part Urewera A.
Part Gazette 1944 page 627.

OTS - 095 - 020






 South Auckland
 Land District
 Territorial Authority:
 Whakatane District
 Compiled as a graphic
 representation. Boundaries
 are indicative only

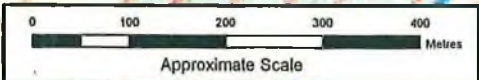
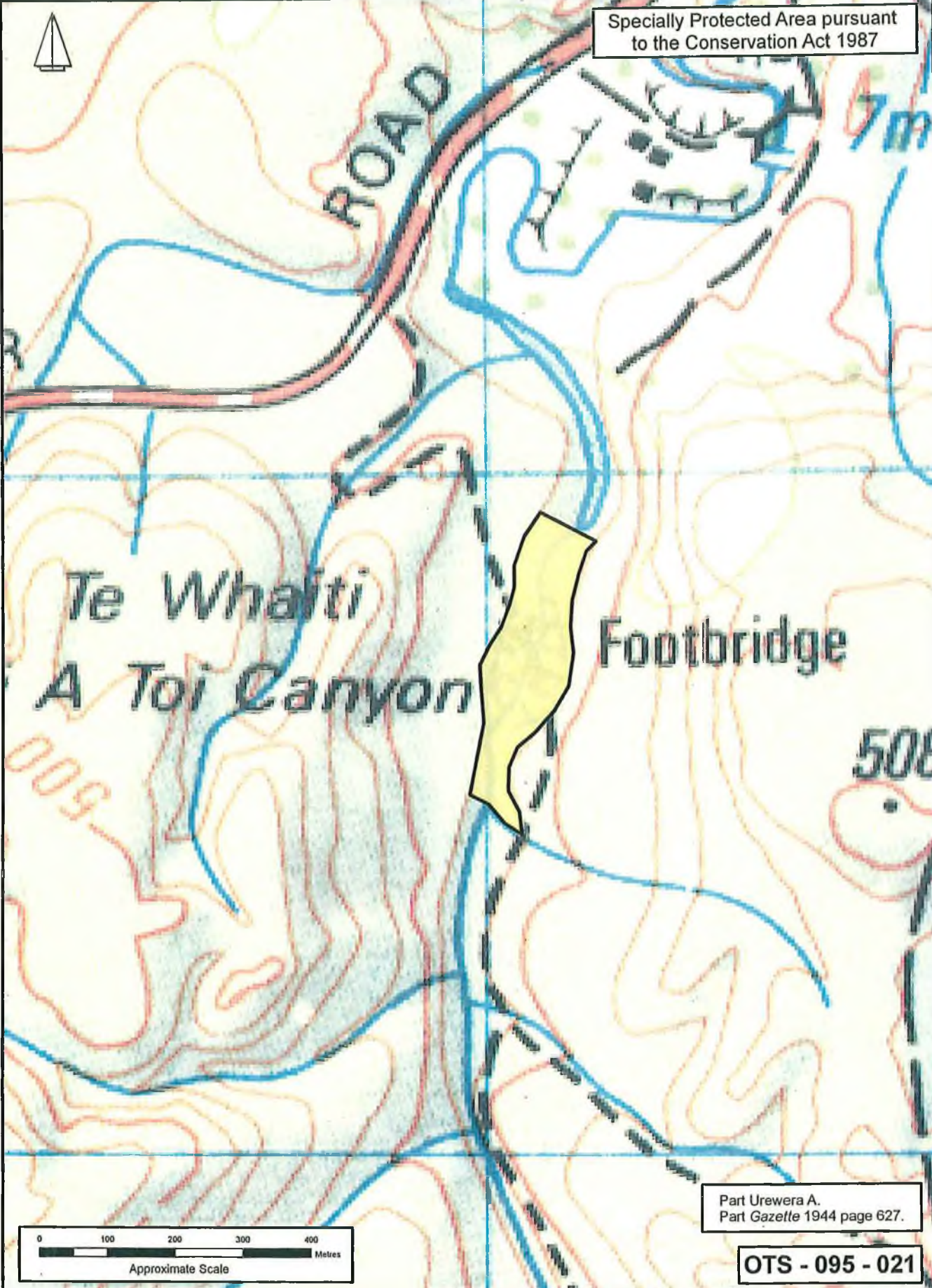
Tūwatawata

Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

Approved as to boundaries:

 27/10/09
 for Ngāti Whare
 27/10/09
 for and on behalf of the Crown

KTA RH



Part Urewera A.
Part Gazette 1944 page 627.

OTS - 095 - 021

South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are Indicative only

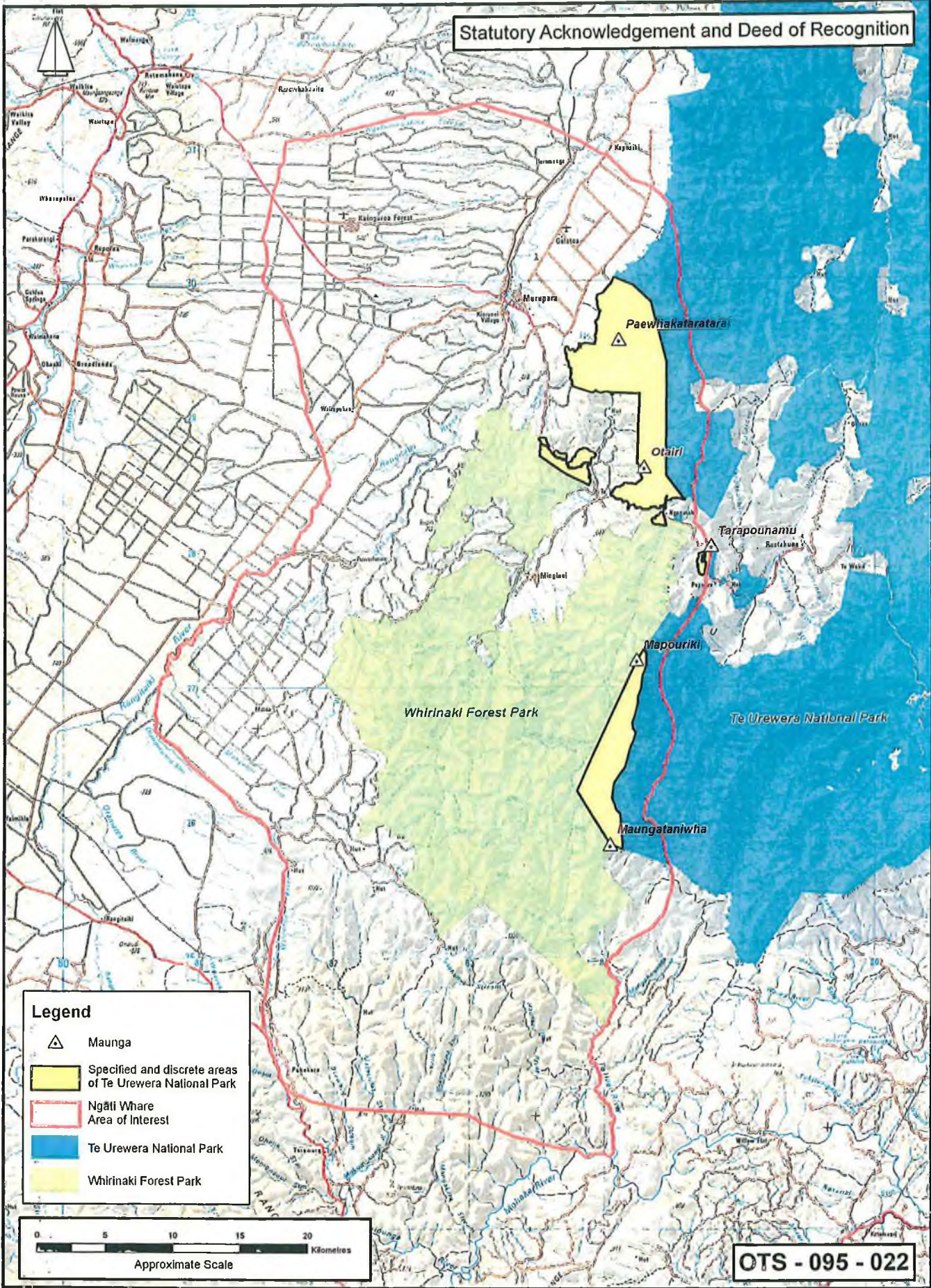
Te Whaiti-Nui-a-Toi Canyon

Areas referred to in the Deed of Settlement between
Ngāti Whare and the Crown

Approved as to boundaries:
[Signature] 27.10.07
for Ngāti Whare
[Signature] 27.10.07
for and on behalf of the Crown

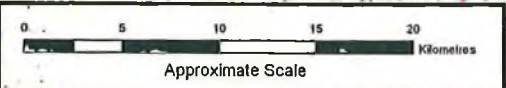
KTA RH

Statutory Acknowledgement and Deed of Recognition



Legend

- ▲ Maunga
- Specified and discrete areas of Te Urewera National Park
- ▭ Ngāti Whare Area of Interest
- Te Urewera National Park
- Whirinaki Forest Park



OTS - 095 - 022

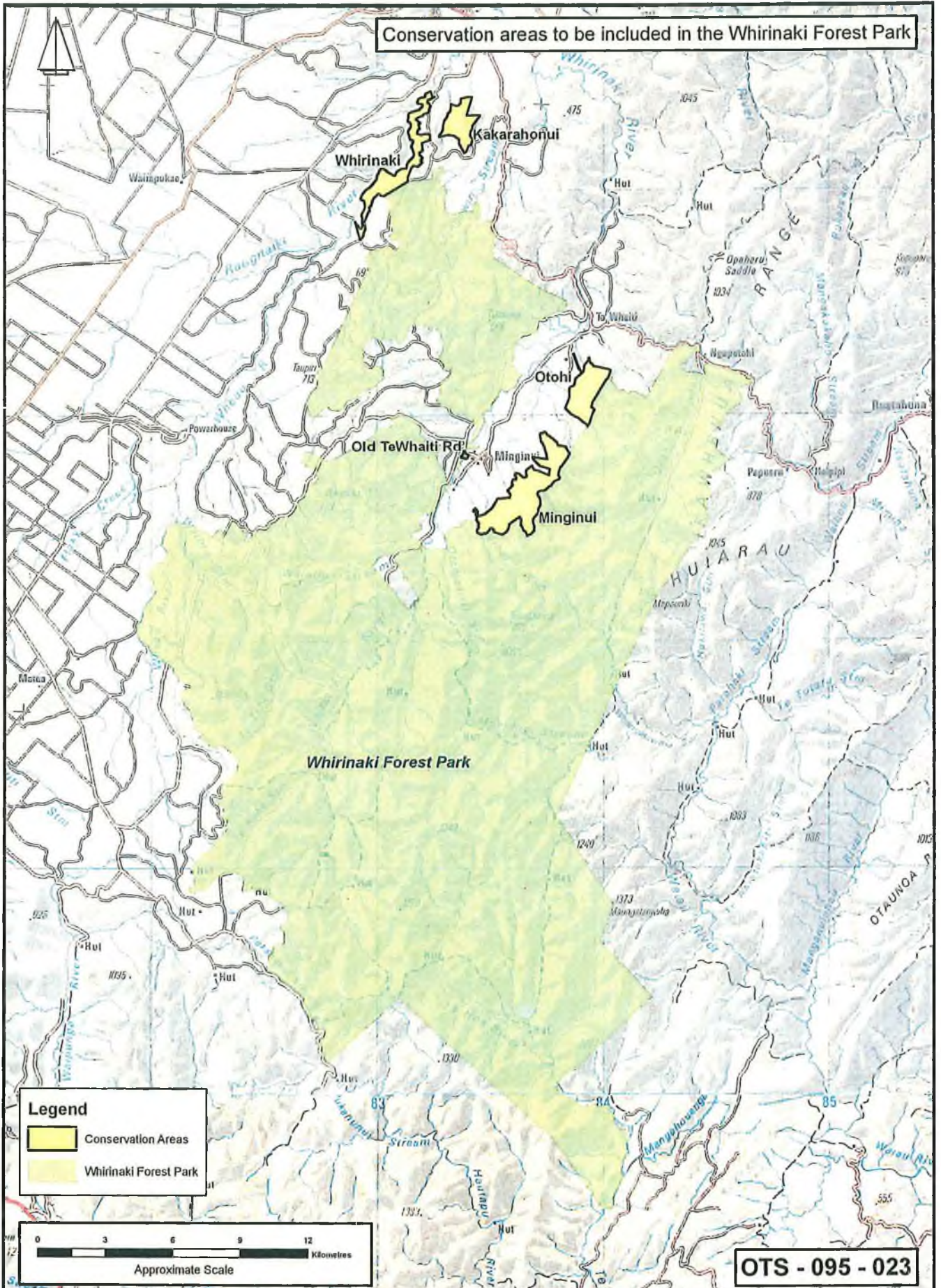
South Auckland Land District Territorial Authority: Whakatane, Taupo and Wairoa Districts
Compiled as a graphic representation. Boundaries are indicative only.

Specified and discrete areas of Te Urewera National Park
Areas referred to in the Deed of Settlement between Ngāti Whare and the Crown

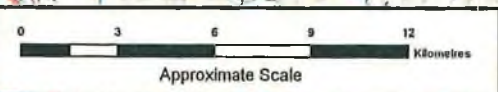
Approved as to boundaries:
 _____ 27/10/09
 for Ngāti Whare
 R. Henderson
 _____ 27/10/09
 for and on behalf of the Crown

KTA RH

Conservation areas to be included in the Whirinaki Forest Park



Legend
 [Yellow Box] Conservation Areas
 [Light Green Box] Whirinaki Forest Park



OTS - 095 - 023

South Auckland
 Land District
 Territorial Authority:
 Whakatane, Taupo
 and Waioa Districts
 Compiled as a graphic
 representation. Boundaries
 are indicative only

Conservation areas to be included in the Whirinaki Forest Park

Areas referred to in the Deed of Settlement between
 Ngāti Whare and the Crown

Approved as to boundaries:
 [Signature] 27.10.09
 for Ngāti Whare
 [Signature] 27.10.09
 for and on behalf of the Crown

KTA R11

PART 15

MISCELLANEOUS DETAILS

15 MISCELLANEOUS DETAILS

(Clause 11.2.3)

Te Rūnanga o Ngāti Whare
Civic Square
PO Box 162
Murupara 3025
New Zealand

Phone: 07 366 5690

Fax: 07 366 5692