

# DEED OF RECOGNITION

**THIS DEED** is made

**BETWEEN**

**Ralph Heberley Ngatata Love, Kevin Hikaia Amohia, Neville McClutchie Baker, Spencer Waemura Carr, June Te Raumange Jackson, Catherine Maarie Amohia Love, Hinekehu Ngaki Dawn McConnell, Rebecca Elizabeth Mellish, Paul Alfred Reeves, Mark Te One** as trustees of the Port Nicholson Block Settlement Trust (the "governance entity")

**AND**

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

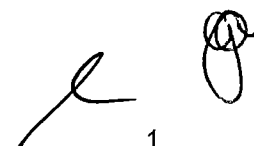
**IT IS AGREED** as follows:

## 1 BACKGROUND

- 1.1 Taranaki Whānui ki Te Upoko o Te Ika, the governance entity, and the Crown are parties to a deed of settlement (the "deed of settlement") dated 19 August 2008.
- 1.2 It was agreed under clauses 5.6 – 5.8 of the deed of settlement that, if it became unconditional, the Crown and the governance entity would enter into this deed.
- 1.3 The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 (the "settlement legislation") has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section 32 of the settlement legislation, the statements by Taranaki Whānui ki Te Upoko o Te Ika 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 Rimutaka Forest Park (as shown on SO 408079); and
  - 2.1.2 Wainuiomata Scenic Reserve (as shown on SO 408080); and
  - 2.1.3 Turakirae Head Scientific Reserve (as shown on SO 408081).
- 2.2 The statements of association relating to each of those statutory areas are as follows:



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### ***Rimutaka Forest Park***


- 2.2.1 Rimutaka Forest Park was an area of dense tall forest. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Rimutaka Forest Park were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Rimutaka Forest Park also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The pā at Orongorongo and around the coast used these areas as mahinga kai for birding and collecting other forest resources. Although there were few settlements in this area, Taranaki Whānui ki Te Upoko o Te Ika had camps throughout this area; and

### ***Wainuiomata Scenic Reserve***

- 2.2.2 Wainuiomata Scenic Reserve is a modified remnant of the original indigenous forest and its origins are similar to Rimutaka Forest Park. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Wainuiomata Scenic Reserve were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Reserve also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The reserve was close to original Taranaki Whānui ki Te Upoko o Te Ika settlements and was used more than some of the more remote areas for the collection of rongoā and taonga raranga as well as being a source for birding and the harvesting of trees for waka to be transported down river; and

### ***Turakirae Head Scientific Reserve***

- 2.2.3 Turakirae is an area of considerable significance to Taranaki Whānui ki Te Upoko o Te Ika as a marker in the land. Travellers commonly travelled to the Wairarapa from Wellington via Turakirae. The area is close to the deep waters of the Nicholson Trench and it has very rich fisheries for shellfish, such as paua and koura, along with many finfish. The pā at Orongorongo and at Mukamuka along with other settlements along this coast all connect closely to this area which has been intensely used by Taranaki Whānui ki Te Upoko o Te Ika up to the present day. Connections with Taranaki Whānui ki Te Upoko o Te Ika to this area into Palliser Bay is closely linked to Wainuiomata, Orongorongo and Mukamuka.



### **3 CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY 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 the governance entity concerning the association of Taranaki Whānui ki Te Upoko o Te Ika 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 the governance entity to give informed views when consulting the governance entity under clause 3.1, provide the governance entity 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 33-35 and section 37 of the settlement legislation.

## 5 TERMINATION

- 5.1 This Deed terminates in respect of the statutory area (or part of it) if:
- 5.1.1 the governance entity 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 the governance entity 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 the governance entity and the Crown may be given in the manner provided in part 8 of the provisions schedule to the deed of settlement.
- 6.2 The governance entity'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:

Area Manager,  
Department of Conservation  
Poneke Area Office,  
181 Thorndon Quay,  
PO Box 5086,  
Wellington.

## 7 NO ASSIGNMENT

- 7.1 The governance entity 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

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 governance entity 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 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.

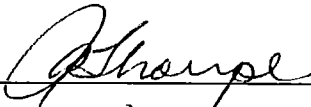
8.4 If there are any inconsistencies between this deed and the deed of settlement, the provisions of the deed of settlement will prevail.



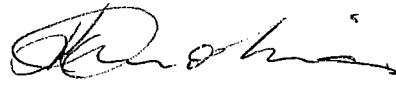
**SIGNED** as a deed on


Signed by **Ralph Heberley Ngatata Love** as  
Owner in the presence of :

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Witness:   
Address : Wellington  
Occupation: Trust Secretary.

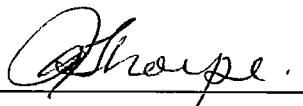
Signed by **Kevin Hikaia Amohia** as  
Owner in the presence of :

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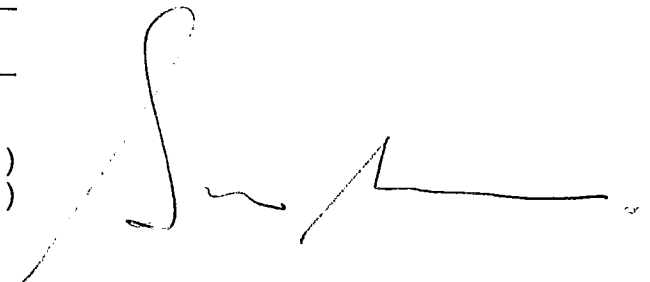
Witness:   
Address : Wellington  
Occupation: Trust Secretary.

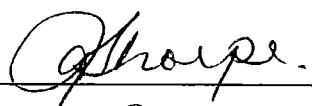
Signed by **Neville McClutchie Baker** as  
Owner in the presence of :

) 

Witness:   
Address : Wellington.  
Occupation: Trust Secretary.

Signed by **Spencer Waemura Carr** as  
Owner in the presence of :

) 

Witness:   
Address : Wellington  
Occupation: Trust Secretary

Signed by **June Te Raumange Jackson** as  
Owner in the presence of :

*June Te R. Jackson*

Witness:

*Athoupe*

Address :

*Wellington*

Occupation:

*Trust Secretary*

Signed by **Catherine Maarie Amohia Love** as  
Owner in the presence of :

*Catherine Amohia Love*

Witness:

*Athoupe*

Address :

*Wellington*

Occupation:

*Trust Secretary*

Signed by **Hinekehu Ngaki Dawn McConnell** as  
Owner in the presence of :

*Hinekehu Dawn McConnell*

Witness:

*Athoupe*

Address :

*Wellington*

Occupation:

*Trust Secretary*

Signed by **Rebecca Elizabeth Mellish** as  
Owner in the presence of :

*Rebecca Elizabeth Mellish*

Witness:

*Athoupe*

Address :

*Wellington*

Occupation:

*Trust Secretary*

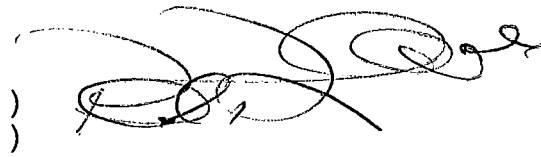
Occupation:

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Signed by **Paul Alfred Reeves** as  
Owner in the presence of :



Witness:           A Sharp            
Address :           Wellington            
Occupation:           Trust Secretary          

Signed by **Mark Te One** as  
Owner in the presence of :



Witness:           A Sharp            
Address :           Trust Secretary            
Occupation:           Wellington          

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



**WITNESS**

          Rodley            
Name:           Cavin Rodley            
Occupation:           Private Secretary            
Address:           Wellington