

WAITAHA
and
THE TRUSTEES OF TE KAPU O WAITAHA
and
THE CROWN

**DEED OF AGREEMENT IN RELATION
TO THE DEED OF SETTLEMENT OF
THE HISTORICAL CLAIMS OF WAITAHA**

DEED OF AGREEMENT

DEED OF AGREEMENT

THIS DEED is made on the day of

BETWEEN

WAITAHA

AND

THE TRUSTEES OF TE KAPU O WAITAHA

AND

THE CROWN

DEED OF AGREEMENT

BACKGROUND

- A. The Crown, Waitaha and the trustees are parties to a deed of settlement dated 20 September 2011 (the “**deed of settlement**”).
- B. The Crown, Waitaha and the trustees wish to enter into this deed to record formally, in accordance with paragraph 4.1 of the general matters schedule to the deed of settlement, certain amendments to the deed of settlement.
- C. In summary, this Deed of Agreement:
 - i. provides for the redress in respect of Ngā Pae Maunga which has been agreed to by the trustees, Tapuika Iwi Authority Trust, Te Tahuhu o Tawakeheimoa Trust, Ngā Hapū o Ngāti Rangunui Settlement Trust, Ngāi Te Rangi governance entity, and Ngāti Pūkenga governance entity;
 - ii. describes Tapuika's right of access in relation to Ōtara Scenic Reserve;
 - iii. describes the on-vesting provisions in relation to Ōtara Scenic Reserve;
 - iv. describes the on-vesting provisions in relation to Waiari Stream Conservation Area; and
 - v. amends the Legislative Matters Schedule to reflect the required changes to the Waitaha Claims Settlement Bill.

IT IS AGREED as follows:

DEED OF AGREEMENT

1. EFFECTIVE DATE OF THIS DEED

1.1. This deed takes effect when it is signed by the parties.

2. AMENDMENTS TO THE DEED OF SETTLEMENT

2.1. The deed of settlement:

2.1.1. is amended by making the changes set out in schedule 1 to this deed; and

2.1.2. remains unchanged except to the extent provided by this deed.

3. DEFINITIONS AND INTERPRETATION

3.1. In this deed:

3.1.1. **deed of settlement** has the meaning given to it in paragraph A of the background to this deed; and

3.1.2. unless the context requires otherwise:

(a) terms or expressions defined in the deed of settlement have the same meanings in this deed; and

(b) the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

DEED OF AGREEMENT

SIGNED as a deed

SIGNED by the trustees of
TE KAPU o WAITAHA –

- for and on behalf
of **WAITAHA**; and
- as trustees of
TE KAPU O WAITAHA
for and on behalf of that trust



Frank Puroku Grant



Areta Donna Gray



Tonty Tapua Te Amo



Bernard Te Huaki Whareaorere



George Wehi Clarke

WITNESS



Name: *Veroni Clarke*

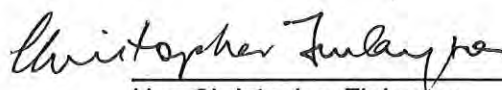
Occupation: *Administrator*

Address: *38 Spenser Ave
Maketu*

DEED OF AGREEMENT

SIGNED for and on behalf of **THE CROWN** by -

The Minister for Treaty of Waitangi
Negotiations in the presence of -



Hon Christopher Finlayson

WITNESS

B. Concedine

Name: BERNADETTE CONSEDINE

Occupation: PRIVATE SECRETARY

Address: WELLINGTON

DEED OF AGREEMENT

Schedule 1

AMENDMENTS TO DEED OF SETTLEMENT

Clause or schedule of the deed of settlement	Amendment to the deed of settlement
New clauses 5.8A – 5.8I	<p>New clauses are inserted immediately after clause 5.8, as follows:</p> <p>NGĀ PAE MAUNGA</p> <p><i>Jointly vested as a scenic reserve</i></p> <p>5.8A The settlement legislation will, on the terms provided by paragraph 8.9 of the legislative matters schedule, vest the fee simple estate in Pūwhenua (as shown on deed plan OTS-073-22) (also referred to as Puwhenua) vests as a scenic reserve in the following entities as tenants in common:</p> <p style="margin-left: 40px;">5.8A.1 the trustees as to an undivided 1/6 share;</p> <p style="margin-left: 40px;">5.8A.2 Tapuika Iwi Authority Trust as to an undivided 1/6 share;</p> <p style="margin-left: 40px;">5.8A.3 Te Tahuhu o Tawakeheimoa Trust as to an undivided 1/6 share;</p> <p style="margin-left: 40px;">5.8A.4 Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share;</p> <p style="margin-left: 40px;">5.8A.5 Ngāi Te Rangi governance entity as to an undivided 1/6 share; and</p> <p style="margin-left: 40px;">5.8A.6 Ngāti Pūkenga governance entity as to an undivided 1/6 share; and</p> <p>5.8B The settlement legislation will on the terms provided by paragraph 10.8 of the legislative matters schedule establish a joint management body, which will be the administering body for the reserve.</p> <p><i>Jointly vested as a scenic reserve subject to a right of way easement</i></p> <p>5.8C The settlement legislation will, on the terms provided by paragraph 8.8 of the legislative matters schedule, vest the fee simple estate in Ōtanewainuku (as shown on deed plan OTS-075-21) (also referred to as Otanewainuku) as a scenic reserve in the following entities as tenants in common –</p> <p style="margin-left: 40px;">5.8C.1 the trustees as to an undivided 1/6 share;</p> <p style="margin-left: 40px;">5.8C.2 Tapuika Iwi Authority Trust as to an undivided 1/6 share;</p>

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Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	<p>5.8C.3 Te Tahuhu o Tawakeheimoa Trust as to an undivided 1/6 share each;</p> <p>5.8C.4 Ngā Hapu o Ngāti Ranginui Settlement Trust as to an undivided 1/6share;</p> <p>5.8C.5 Ngāi Te Rangi governance entity as to an undivided 1/6 share; and</p> <p>5.8C.6 Ngāti Pūkenga governance entity as to an undivided 1/6 share.</p> <p>5.8D The settlement legislation will, on the terms provided by paragraph 10.8 of the legislative matters schedule, establish a joint management body, which will be the administering body of the reserve.</p> <p>5.8E The settlement legislation will, on the terms provided by paragraph 8.8.6 of the legislative matters schedule, provide that the vesting of, and the establishment of the joint management body for, the reserve is subject to the entities referred to in clause 5.8C providing the Crown with a registrable right of way easement over the area marked A and B on deed plan OTS-075-21 in the form set out in Part 11 of the documents schedule.</p> <p><i>Date of vesting for Ōtanewainuku and Pūwhenua</i></p> <p>5.8F The settlement legislation will, on the terms provided by paragraph 8.10 of the legislative matters schedule, provide that the vesting of, and the establishment of the joint management body for Pūwhenua and Ōtanewainuku will occur on a date to be specified by the Governor-General by the Order in Council.</p> <p>5.8G The Minister must make the recommendation referred to in clause 5.8F to the Governor General as soon as practicable after the following Acts of Parliament have come into force:</p> <p style="padding-left: 40px;">5.8G.1 the settlement legislation; and</p> <p style="padding-left: 40px;">5.8G.2 the legislation required to be proposed for introduction to the House of Representatives under each of the following deeds:</p> <p style="padding-left: 80px;">(a) the Tapuika settlement deed;</p> <p style="padding-left: 80px;">(b) the Ngāti Rangiwewehi settlement deed;</p> <p style="padding-left: 80px;">(c) the Ngāti Ranginui settlement deed;</p>

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Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	<p style="text-align: center;">(d) the Ngāti Pūkenga settlement deed; and</p> <p style="text-align: center;">(e) the Ngāi Te Rangi settlement deed.</p> <p>5.8H The Minister must, in making his recommendation to the Governor-General, specify the entities in which Pūwhenua and Ōtānewainuku will vest in accordance with clauses 5.8A and 5.8C.</p> <p>5.8I Pursuant to clause 7.3, the Crown and the trustees will agree in writing to any necessary changes to the draft settlement bill proposed for introduction to the House of Representatives so as to give effect to the vesting of Pūwhenua and Ōtānewainuku in the manner specified in clauses 5.8A to 5.8E.</p>
Clause to replace clause 5.9.	<p>The following clause will replace clause 5.9</p> <p>5.9 Each cultural redress property is to be –</p> <p style="padding-left: 40px;">5.9.1 as described in schedule 3 of the legislative matters schedule; and</p> <p style="padding-left: 40px;">5.9.2 vested on the terms provided by -</p> <p style="padding-left: 80px;">(a) clauses 8.1 to 8.10 of the legislative matters schedule; and</p> <p style="padding-left: 80px;">(b) part 5 of the property redress schedule; and</p> <p style="padding-left: 40px;">5.9.3 subject to any encumbrances, or other documentation, in relation to that property -</p> <p style="padding-left: 80px;">(a) required by clauses 5.8 to 5.8E to be provided by the trustees; or</p> <p style="padding-left: 80px;">(b) required by the settlement legislation; and</p> <p style="padding-left: 80px;">(c) in particular, referred to by schedule 3 of the legislative matters schedule.</p>
Clause to replace clause 5.27	<p>The following heading and clauses will replace clause 5.27:</p> <p style="text-align: center;">ARRANGEMENTS IN RELATION TO ŌTARA SCENIC RESERVE</p> <p>5.27 In accordance with clause 5.8.3, the fee simple estate in the Ōtara Scenic Reserve will vest as a scenic reserve with the trustees as the administering body on the settlement date.</p>
New clause 5.28 and	The following clauses will follow clause 5.27 (as above):

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Clause or schedule of the deed of settlement	Amendment to the deed of settlement
5.29	<p style="text-align: center;"><i>Right of access in relation to Ōtara Scenic Reserve</i></p> <p>5.28 If the Tapuika settlement legislation so provides, each Tapuika member may have access over Ōtara Scenic Reserve in perpetuity (noting that this right of access will become redundant where clause 5.30 applies), in the same manner as any member of Waitaha (whether that be by vehicle or by foot).</p> <p style="text-align: center;">Effect of Tapuika access in relation to Ōtara Scenic Reserve</p> <p>5.29 On and from the settlement date under the Tapuika settlement legislation, -</p> <p style="text-align: center;"><i>Modification of Reserves Act 1977 regime</i></p> <p>5.29.1 the trustees, as the administering body of Ōtara Scenic Reserve, must exercise their powers under the Reserves Act 1977 in a way that does not limit the Tapuika right of access in relation to Ōtara Scenic Reserve; and</p> <p>5.29.2 the obligations of the trustees, as the administering body of Ōtara Scenic Reserve, under the Reserves Act 1977 are modified to the extent necessary to take account of the Tapuika right of access in relation to Ōtara Scenic Reserve; and</p> <p>5.29.3 any conditions, restrictions, or bylaws that apply to Ōtara Scenic Reserve under the Reserves Act 1977 are modified to the extent necessary to take account of the Tapuika right of access in relation to Ōtara Scenic Reserve.</p>
New clause 5.30	<p>The following heading and clauses will follow clause 5.29 (as above):</p> <p style="text-align: center;">Vesting to Tapuika</p> <p>5.30 The parties acknowledge that:</p> <p>5.30.1 if the trustees no longer wish to hold the fee simple estate in Ōtara Scenic Reserve, the trustees will transfer the fee simple estate in Ōtara Scenic Reserve for nil consideration to the Crown in accordance with this deed and the settlement legislation;</p> <p>5.30.2 if the event specified in clause 5.30.1 occurs, and if the Tapuika governance entity so desires, the Crown will, as soon as reasonably practicable, vest the fee simple estate in Ōtara Scenic Reserve in the Tapuika Iwi Authority Trust, subject to reserve status and it is envisaged that a Reserves and Other Lands Disposal Act will provide for</p>

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Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	the vesting to occur.
New clauses 5.31 and 5.32	<p>New clauses are inserted immediately after clause 5.30 (as above), as follows:</p> <p>ARRANGEMENTS IN RELATION TO WAIARI STREAM SCENIC RESERVE</p> <p>5.31 The Crown acknowledges the importance of the Waiari Stream Scenic Reserve to the trustees;</p> <p>5.32 The Crown confirms that:</p> <p style="padding-left: 40px;">5.32.1 the Tapuika Iwi Authority Trust will, if they no longer wish to hold the fee simple estate in Waiari Stream Scenic Reserve, transfer the fee simple estate in Waiari Stream Scenic Reserve for nil consideration to the Crown in accordance with the Tapuika settlement legislation;</p> <p style="padding-left: 40px;">5.32.2 if the event specified in clause 5.32.1 occurs, and if the trustees so desire, the Crown will, as soon as reasonably practicable, vest the fee simple estate in Waiari Stream Scenic Reserve in the trustees, subject to reserve status and it is envisaged that a Reserves and Other Lands Disposal Act will provide for the vesting to occur.</p> <p>Accordingly existing clause 5.28 (Cultural Redress is Generally Non-exclusive) is re-numbered 5.33.</p>
Part 8, Legislative Matters Schedule	<p>Paragraph 8.1 is deleted and replaced with the following:</p> <p style="text-align: center;">Interpretation</p> <p>8.1 The settlement legislation is to provide that –</p> <p style="padding-left: 40px;">8.1.1 cultural redress property means the following sites, being the land described by that name in schedule 3:</p> <p style="padding-left: 80px;">(a) Hine Poto site;</p> <p style="padding-left: 80px;">(b) Ohineangaanga site;</p> <p style="padding-left: 80px;">(c) Whitikiore;</p> <p style="padding-left: 80px;">(d) Te Haehae;</p> <p style="padding-left: 80px;">(e) Maungaruahine Pa Historic Reserve;</p>

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Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	<p>(f) Ōtara Scenic Reserve;</p> <p>(g) Ōtanewainuku;</p> <p>(h) Pūwhenua; and</p> <p>8.1.2 reserve site means each of the following cultural redress properties:</p> <p>(a) Maungaruahine Pā Historic Reserve;</p> <p>(b) Ōtara Scenic Reserve; and</p> <p>(c) Ōtanewainuku; and</p> <p>(d) Pūwhenua; and</p> <p>8.1.3 “jointly vested site means each of the following cultural redress properties</p> <p>(a) Ōtanewainuku:</p> <p>(b) Pūwhenua.</p>
Part 8, Legislative Matters Schedule	<p>Paragraphs 8.8, 8.9 and 8.10 are deleted, and a new paragraph 8.8 is inserted immediately after paragraph 8.7, as follows</p> <p style="text-align: center;"><i>Ōtanewainuku</i></p> <p>8.8 The settlement legislation is to provide that –</p> <p>8.8.1 Ōtanewainuku ceases to be a conservation area under the Conservation Act 1987;</p> <p>8.8.2 the fee simple estate in Ōtanewainuku vests in the following as tenants in common:</p> <p>(a) Te Kapu o Waitaha as to an undivided 1/6 share;</p> <p>(b) the trustees of the Tapuika Iwi Authority Trust as to an undivided 1/6 share;</p> <p>(c) the trustees of Te Tahuu o Tawakeheimoa Trust as to an undivided 1/6 share;</p> <p>(d) the Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share;</p>

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Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	<p>(e) the Ngāi Te Rangi governance entity as to an undivided 1/6 share;</p> <p>(f) the Ngāti Pūkenga governance entity as to an undivided 1/6 share;</p> <p>8.8.3 Ōtanewainuku is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act;</p> <p>8.8.4 the reserve created under paragraph 8.8.3 is named Ōtanewainuku Scenic Reserve;</p> <p>8.8.5 the joint administering body of the reserve to be established by paragraph 10.8 is the administering body of the reserve as if the reserve were vested in the body under section 26 of that Act;</p> <p>8.8.6 paragraphs 8.8.1 to 8.8.5 are subject to each entity referred to in paragraph 8.8.2 providing the Crown with a registrable right of way easement in relation to Ōtanewainuku over the area marked A and B on OTS-075-21] in the form set out in part 11 of the documents schedule;</p> <p>8.8.7 an easement granted in accordance with paragraph 8.8.6:</p> <p>(a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and</p> <p>(b) is to be treated as having been granted in accordance with that Act; and</p> <p>8.8.8 the undivided share in the fee simple estate in Ōtanewainuku is not to be transferred by the trustees except as provided for by paragraph 10.4.</p>
Part 8, Legislative Matters Schedule	<p>A new paragraph 8.9 is inserted immediately after paragraph 8.8 (as above) as follows:-</p> <p><i>Pūwhenua</i></p> <p>8.9 The settlement legislation is to provide that –</p> <p>8.9.1 Pūwhenua ceases to be a conservation area under the Conservation Act 1987;</p> <p>8.9.2 the fee simple estate in Pūwhenua vests in the following as tenants in common:</p>

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Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	<p>(a) Te Kapu o Waitaha as to an undivided 1/6 share;</p> <p>(b) the trustees of the Tapuika Iwi Authority Trust as to an undivided 1/6 share;</p> <p>(c) the trustees of Te Tahuu o Tawakeheimoa Trust as to an undivided 1/6 share;</p> <p>(d) the Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share ;</p> <p>(e) the Ngāi Te Rangī governance entity as to an undivided 1/6 share;</p> <p>(f) the Ngāti Pūkenga governance entity as to an undivided 1/6 share;</p> <p>8.9.3 Pūwhenua is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act;</p> <p>8.9.4 the reserve created under paragraph 8.9.3 is named Pūwhenua Scenic Reserve;</p> <p>8.9.5 the joint administering body of the reserve to be established by paragraph 10.8 is the administering body of the reserve as if the reserve were vested in the body under section 26 of that Act; and</p> <p>8.9.6 the undivided share in the fee simple estate in Pūwhenua is not to be transferred by the trustees except as provided for by paragraph 10.4.</p>
Part 8, Legislative Matters Schedule	<p>New paragraph 8.10 is inserted immediately after paragraph 8.9 (as above) as follows:-</p> <p><i>Date of vesting for Ōtanewainuku and Pūwhenua</i></p> <p>8.10 The settlement legislation will provide that –</p> <p>8.10.1 the undivided shares in the fee simple estate in Ōtanewainuku and Pūwhenua vest on a date specified by Order in Council made by the Governor-General on the recommendation of the Minister of Conservation; and</p> <p>8.10.2 the Minister of Conservation may only make the recommendation if all the following Acts of Parliament have come into force:</p>

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Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	<ul style="list-style-type: none"> (a) the settlement legislation; and (b) the legislation required to be proposed for introduction to the House of Representatives under each of the following deeds: <ul style="list-style-type: none"> (i) the Tapuika settlement deed; (ii) the Ngāti Rangiwewehi settlement deed; (iii) the Ngāti Ranginui settlement deed; (iv) the Ngāti Pūkenga settlement deed; and (v) the Ngāi Te Rangi settlement deed.
Part 9, Legislative Matters Schedule	<p>Paragraph 9.6 is deleted and replaced with the following:</p> <p>9.6 To the extent that a cultural redress property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General is to –</p> <p>9.6.1 in relation to a jointly vested site, create a computer freehold register for each undivided share of the fee simple estate in each jointly vested site under paragraphs 8.8 and 8.9 respectively in the trustees for that share; and</p> <p>9.6.2 in relation to all other cultural properties, create one computer freehold register for the fee simple estate in the property in the names of the trustees; and</p> <p>9.6.2 enter on the register any encumbrances that are-</p> <ul style="list-style-type: none"> (a) registered, notified, or notifiable; and (b) described in the application from the authorised person.
Part 9, Legislative Matters Schedule	<p>Paragraph 9.7 is deleted and replaced with the following:</p> <p>9.7 The settlement legislation is to provide that -</p> <p>9.7.1 paragraphs 9.6 and 9.6A are to apply subject to the completion of any survey necessary to create the computer freehold register; and</p> <p>9.7.2 in respect of a jointly vested site, the computer freehold register must be created as soon as reasonably practicable after the Ngā Pae Maunga vesting date but no later than –</p>

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Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	<p style="text-align: center;">(a) 24 months after the Ngā Pae Maunga vesting date; or</p> <p style="text-align: center;">(b) any later date that may be agreed in writing by the trustees and the Crown; and</p> <p>9.7.3 in respect of all other cultural redress properties, as soon as reasonably practicable after the settlement date, but no later than –</p> <p style="text-align: center;">(a) 24 months after the settlement date; or</p> <p style="text-align: center;">(b) any later date that may be agreed in writing by the trustees and the Crown.</p>
Part 9, Legislative Matters Schedule	<p>New Paragraphs are inserted immediately after paragraph 9.9.3:</p> <p>9.9.3A Ōtanewainuku that the land is subject to paragraphs 8.8.8 and 10.4; and</p> <p>9.9.3B Pūwhenua that the land is subject to paragraphs 8.9.6 and 10.4; and</p>
Part 9, Legislative Matters Schedule	That paragraph 9.12 be deleted and that paragraph 9.13 be re-numbered 9.12, and the subparagraphs be re-numbered accordingly.
Part 9, Legislative Matters Schedule	<p>New paragraphs are inserted immediately after the re-numbered paragraph 9.12 (as above) as follows:-</p> <p style="text-align: center;"><i>Interests in land for reserve sites that are jointly vested sites</i></p> <p>9.13 The settlement legislation is to provide that paragraphs 9.14 to 9.18 apply to the jointly vested sites while either of the jointly vested sites has an administering body that is treated as if the site were vested in it.</p> <p>9.14 Paragraphs 9.15 to 9.22 apply to all, or any part of any jointly vested site remains a reserve at any time under the Reserves Act 1977 (the reserve land).</p> <p>9.15 If the jointly vested site is affected by an interest listed for the property in Subpart C of Schedule 3 of the Legislative Matters Schedule that is an interest in land, the interest applies as if the administering body (established under either paragraph 10.8 or 10.9) were the grantor, or the grantee, of the interest in respect of the reserve land.</p> <p>9.16 Any interest in land that affects the reserve land must be dealt with for the purposes of registration as if the administering body for the jointly vested site were the registered proprietor of the reserve land.</p> <p>9.17 However, paragraphs 9.15 and 9.16 do not affect the registration</p>

DEED OF AGREEMENT

Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	<p>of the easement referred to in paragraph 8.8.6 in respect of Ōtanewainuku only.</p> <p>9.18 Paragraphs 9.15 and 9.16 are to continue to apply notwithstanding any subsequent transfer of the reserve land as provided for under paragraph 10.4.</p> <p style="text-align: center;"><i>Interests that are not interests in land</i></p> <p>9.19 The settlement legislation is to provide that paragraphs 9.21 to 9.22 apply if a cultural redress property is subject to an interest listed for the property in Subpart C of Schedule 3 of the Legislative Matters Schedule that is not an interest in land and for which there is a grantor, whether or not the interest also applies to land outside the property.</p> <p>9.20 The interest in paragraph 9.19 applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property, except to the extent that paragraph 9.21 applies.</p> <p>9.21 If all or part of the cultural redress property is reserve land to which paragraphs 9.13 to 9.18 apply, the interest applies as if the administering body of the reserve land were the grantor of the interest in respect of the reserve land.</p> <p>9.22 The interest applies:</p> <p style="padding-left: 40px;">9.22.1 until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and</p> <p style="padding-left: 40px;">9.22.2 with any other necessary modifications; and</p> <p style="padding-left: 40px;">9.22.3 despite any change in status of the land in the property.</p>
Part 10, Legislative Matters Schedule	<p>Paragraph 10.2 is deleted and replaced with the following:</p> <p>10.2 The settlement legislation is to provide that –</p> <p style="padding-left: 40px;">10.2.1 except with respect to Ōtanewainuku and Pūwhenua, the trustees are to be the administering body of a reserve site for the purposes of the Reserves Act 1977; and</p> <p style="padding-left: 40px;">10.2.2 the joint administering body created under paragraph 10.8 is to be the administering body of Ōtanewainuku and Pūwhenua for the purposes of the Reserves Act 1977; and</p> <p style="padding-left: 40px;">10.2.4 despite sections 48A(6), 114(5), and 115(6) of the Reserves Act 1977, sections 48A, 114, and 115 of that Act apply to a reserve site; and</p> <p style="padding-left: 40px;">10.2.5 sections 78(1)(a), 79 to 81 and 88 of the Reserves Act</p>

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Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	<p style="text-align: center;">1977 do not apply to a reserve site; and</p> <p>10.2.6 if the reservation under the settlement legislation of a reserve site is revoked under section 24 of the Reserves Act 1977, in relation to all or part of the site, -</p> <p style="margin-left: 40px;">(a) section 25(2) of that Act applies to the revocation; but</p> <p style="margin-left: 40px;">(b) the other provisions of section 25 do not apply.</p>
Part 10, Legislative Matters Schedule	<p>Paragraph 10.4 is deleted and replaced with the following:</p> <p>10.4 The restrictions on transfer of the fee simple estate for:</p> <p style="margin-left: 40px;">10.4.1 Ōtara Scenic Reserve (contained in paragraph 8.7.5);</p> <p style="margin-left: 40px;">10.4.2 Maungaruahine Pā Historic Reserve (contained in paragraphs 10.3.1 – 10.3.4);</p> <p style="margin-left: 40px;">10.4.3 the jointly vested sites (contained in paragraph 8.8.8 and 8.9.6),</p> <p style="margin-left: 40px;">do not apply if:</p> <p style="margin-left: 80px;">(a) the transferors are or were the trustees of a trust; and</p> <p style="margin-left: 80px;">(b) the transferees are the trustees of the same trust after –</p> <p style="margin-left: 120px;">(i) a new trustee has been appointed; or</p> <p style="margin-left: 120px;">(ii) a transferor has ceased to be a trustee; and</p> <p style="margin-left: 80px;">(c) the transfer instrument is accompanied by a certificate given by the transferees, or their solicitor, verifying that paragraphs 10.4.1 and 10.4.2 apply.</p>

DEED OF AGREEMENT

Clause or schedule of the deed of settlement	Amendment to the deed of settlement
Part 10, Legislative Matters Schedule	<p>New paragraphs are inserted immediately after paragraph 10.7 as follows</p> <p style="text-align: center;"><i>Joint management body for Ōtanewainuku Scenic Reserve and Pūwhenua Scenic Reserve</i></p> <p>10.8 The settlement legislation is to provide that:</p> <p>10.8.1 a joint management body for Ōtanewainuku Scenic Reserve and Pūwhenua Scenic Reserve is established;</p> <p>10.8.2 the following are appointers for the purposes of this section:</p> <ul style="list-style-type: none"> (a) the trustees of Te Kapu o Waitaha; (b) the trustees of the Tapuika Iwi Authority Trust; (c) the trustees of Te Tahuhu o Tawakeheimoa Trust; (d) the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust; (e) the trustees of the Ngāi Te Rangi governance entity; (f) the trustees of the Ngāti Pūkenga governance entity; and <p>10.8.3 each appointer under paragraph 10.8.2 may appoint 1 member to the joint management body; and</p> <p>10.8.4 a member is appointed only if the appointer gives written notice with the following details to the other appointers:</p> <ul style="list-style-type: none"> (a) the full name, address, and other contact details of the member; and (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice; and <p>10.8.6 an appointment ends after 5 years or when the appointer replaces the member by making another appointment; and</p> <p>10.8.7 a member may be appointed, reappointed, or discharged at the discretion of the appointer; and</p> <p>10.8.8 sections 32 to 34 of the Reserves Act 1977 apply to the</p>

DEED OF AGREEMENT

Clause or schedule of the deed of settlement	Amendment to the deed of settlement
	<p style="text-align: center;">joint administering body as if it were a board;</p> <p style="text-align: center;">10.8.9 however, the first meeting of the body must be held no later than 2 months after the Ngā Pae Maunga vesting date.</p>
Subpart C, of Schedule 3 Legislative Matters Schedule	New information is inserted into the existing table as follows:

Property Name	Legal Description	Encumbrances
<p>Ōtanewainuku Scenic Reserve</p>	<p>35.5 hectares, approximately, being Part Section 3 Block XVI Otanewainuku Survey District. Part <i>Gazette</i> 1947 page 481. Subject to survey.</p> <p>52.5 hectares, approximately, being Part Section 4 Block XVI Otanewainuku Survey District. Part <i>Gazette</i> 1920 page 2119. Subject to survey.</p> <p>27.0 hectares, approximately, being Part Te Puke Block. Part <i>Gazette</i> 1879 page 781. Subject to survey.</p> <p>7.0 hectares, approximately, being Part Waitaha 1. Part <i>Gazette</i> 1884 page 238. Subject to survey.</p> <p>As shown on deed plan OTS-075-21.</p>	<p>Scenic Reserve subject to section 19(1)(a) Reserves Act 1977.</p> <p>Subject to an unregistered guiding permit with concession number PAC 04-06-40 to Golden Fern Trust (dated 22/9/10).</p> <p>Subject to an unregistered guiding permit with concession number PAC 10-06-229 to Black Sheep Touring Company Ltd (dated 19/10/07).</p> <p>Subject to an easement in gross in favour of the Minister of Conservation referred to in paragraph 8.8.6.</p> <p>Subject to a Memorandum of Understanding with the Kokako Trust with number DOCDM 382280 (dated 21/5/09).</p>
<p>Pūwhenua Scenic Reserve</p>	<p>52.0 hectares, approximately, being Part Lot 4 DPS 85782. Part Computer Freehold Register SA68A/371. Subject to survey.</p> <p>15.5 hectares, approximately, being Part Section 5 Block XIV Otanewainuku Survey District. Part <i>Gazette</i> 1940 page 1059. Subject to survey.</p> <p>As shown on deed plan OTS-073-22.</p>	<p>Scenic Reserve subject to section 19(1)(a) Reserves Act 1977.</p> <p>Together with a Right of Way easement over Lot 1 DPS 85782 (as shown marked B on DPS 85782) in favour of Lot 4 DPS 85782 to be created.</p>

DEED OF AGREEMENT

Clause or schedule of the deed of settlement	Amendment to the deed of settlement
Part 5, General Matters Schedule	<p>The following new definitions are inserted into Part 5 (Defined Terms) in their appropriate alphabetical order:</p> <p>Ngā Hapū o Ngāti Ranginui Settlement Trust is the governance entity under the Ngāti Ranginui settlement deed; and</p> <p>Ngā Pae Maunga vesting date means the date specified in the Order in Council made under paragraph 8.10 of part 8 of the legislative matters schedule; and</p> <p>Ngāi Te Rangi governance entity means the post settlement governance entity to be established under the Ngāi Te Rangi settlement deed; and</p> <p>Ngāi Te Rangi settlement deed means the deed between Ngāi Te Rangi and the Crown settling the historical claims of Ngāi Te Rangi; and</p> <p>Ngāti Pūkenga governance entity means the post settlement governance entity to be established under the Ngāti Pūkenga settlement deed; and</p> <p>Ngāti Pūkenga settlement deed means the deed between Ngāti Pūkenga and the Crown settling the historical claims of Ngāti Pūkenga; and</p> <p>Ngāti Ranginui settlement deed means the deed dated 21 June 2012 between Ngā Hapū o Ngāti Ranginui, the Ngā Hapū o Ngāti Ranginui Settlement Trust, and the Crown that settles the historical claims of Ngāti Ranginui; and</p> <p>Ngāti Rangiwewehi settlement deed means the deed dated 16 December 2012 between Ngāti Rangiwewehi, Te Tahuhu o Tawakeheimoa Trust and the Crown settling the historical claims of Ngāti Rangiwewehi; and</p> <p>Tapuika draft settlement bill means the draft settlement bill in the attachments to the Tapuika settlement deed; and</p> <p>Tapuika Iwi Authority Trust is the governance entity under the Tapuika settlement deed; and</p> <p>Tapuika member means a person the Tapuika settlement legislation provides is a member of Tapuika for the purposes of paragraph 8.9.2; and</p> <p>Tapuika right of access in relation to Ōtara Scenic Reserve means the right of access over Ōtara Scenic Reserve provided by clause 5.28 to each Tapuika member; and</p>

DEED OF AGREEMENT

	<p>Tapuika settlement deed means the deed dated 16 December 2012 between Tapuika, the Tapuika Iwi Authority Trust and the Crown settling the historical claims of Tapuika; and</p> <p>Tapuika settlement legislation means, if the Tapuika draft settlement bill is passed by Parliament, the resulting Act; and</p> <p>Te Tahuhu o Tawakeheimoa Trust is the governance entity described in the Ngāti Rangiwewehi settlement deed; and</p> <p>Waiari Stream Scenic Reserve means 28.8 hectares, approximately, being Parts Te Puke, part <i>Gazette</i> 1879 page 781 (subject to survey), as shown on deed plan OTS-209-78 appended to the Tapuika settlement deed; and</p>
Part 2, Documents Schedule	Waitaha Statements of Association relating to Ōtanewainuku and Pūwhenua (in the form set out in Schedule 4 to this Deed of Agreement) are inserted in Part 2 of the Documents Schedule.
Part 11, Documents Schedule	A new easement instrument (in the form set out in Schedule 2 to this Deed of Agreement) is inserted as Part 11 in the Documents Schedule.
Part 2, Attachments Schedule	New deed plans OTS-073-22 and OTS-073-21 (in the form set out in Schedule 3 to this Deed of Agreement) are inserted immediately after deed plan OTS-075-20 in Part 2 of the Attachments Schedule.

DEED OF AGREEMENT

Schedule 2

**ŌTANEWAINUKU RIGHT OF WAY EASEMENT
EASEMENT INSTRUMENT
to grant easement**

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

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

Grantee

Surname must be underlined

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

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

Dated this

day of 20

ATTESTATION:

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

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page 1 of 5 pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	As marked A and B on OTS-075-21 <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i>	Part Section 3 Block XVI Ōtanewainuku SD, SO 31832, Part Section 4 Block XVI Ōtanewainuku SD, SO 14557, Part Te Puke Block ML 3930 and Pt Waitaha No. 1 Block ML 4631/A <i>[need to add in CT reference following the survey]</i>	In gross
	The Easement Area	The Grantor's Land	

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

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

DEED OF AGREEMENT

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page 2 of 5 pages
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RIGHTS AND POWERS

1 Rights of way

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

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

DEED OF AGREEMENT

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

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

2 General rights

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

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

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

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

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

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

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

4 Rights of entry

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

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

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

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

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

DEED OF AGREEMENT

Easement Instrument	Dated:	Page 4 of 5 pages
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- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

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

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

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

DEED OF AGREEMENT

Easement Instrument	Dated:	Page 5 of 5 pages
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6 Disputes

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

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

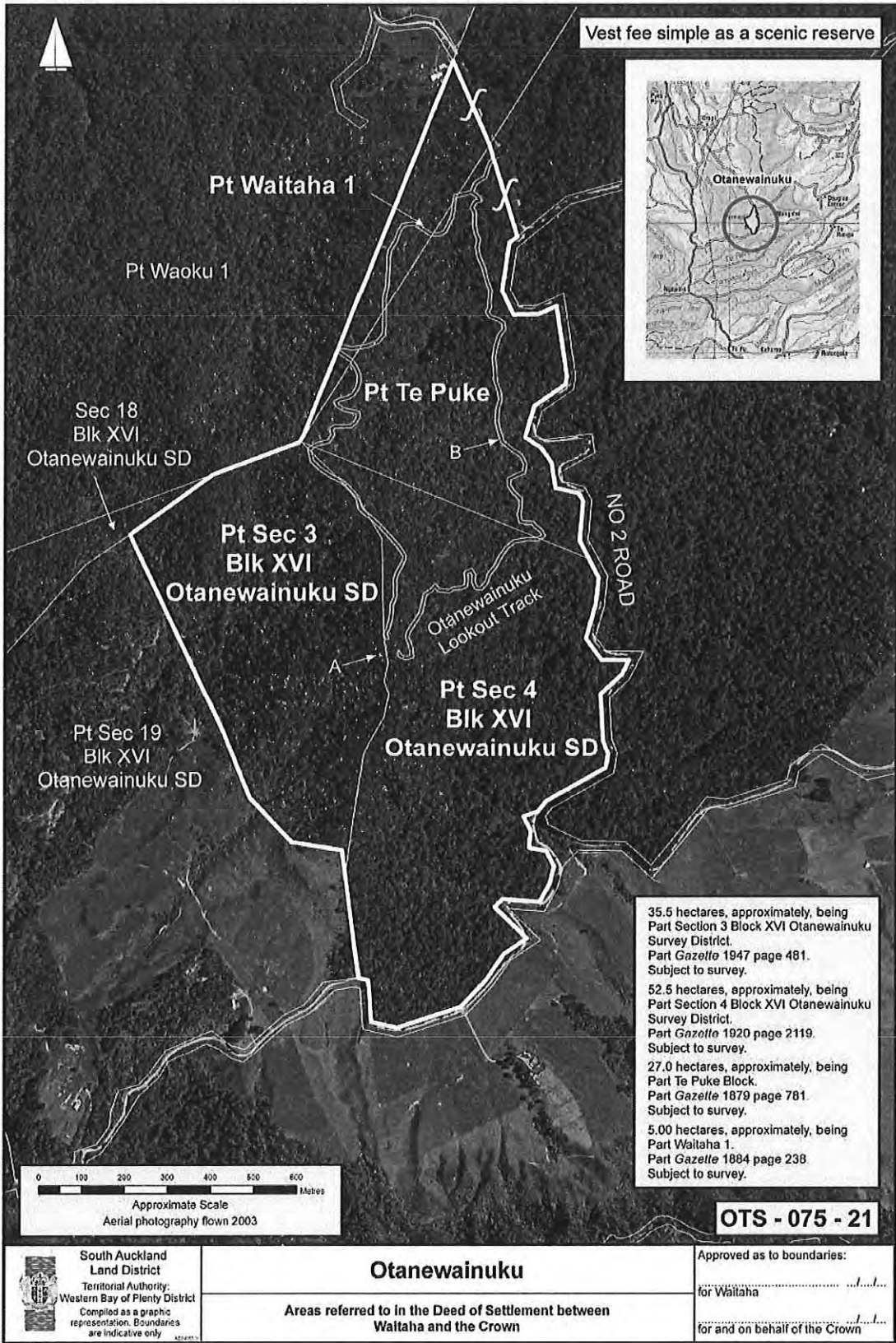
All signing parties and either their witnesses or solicitors must sign or initial in this box.

DEED OF AGREEMENT

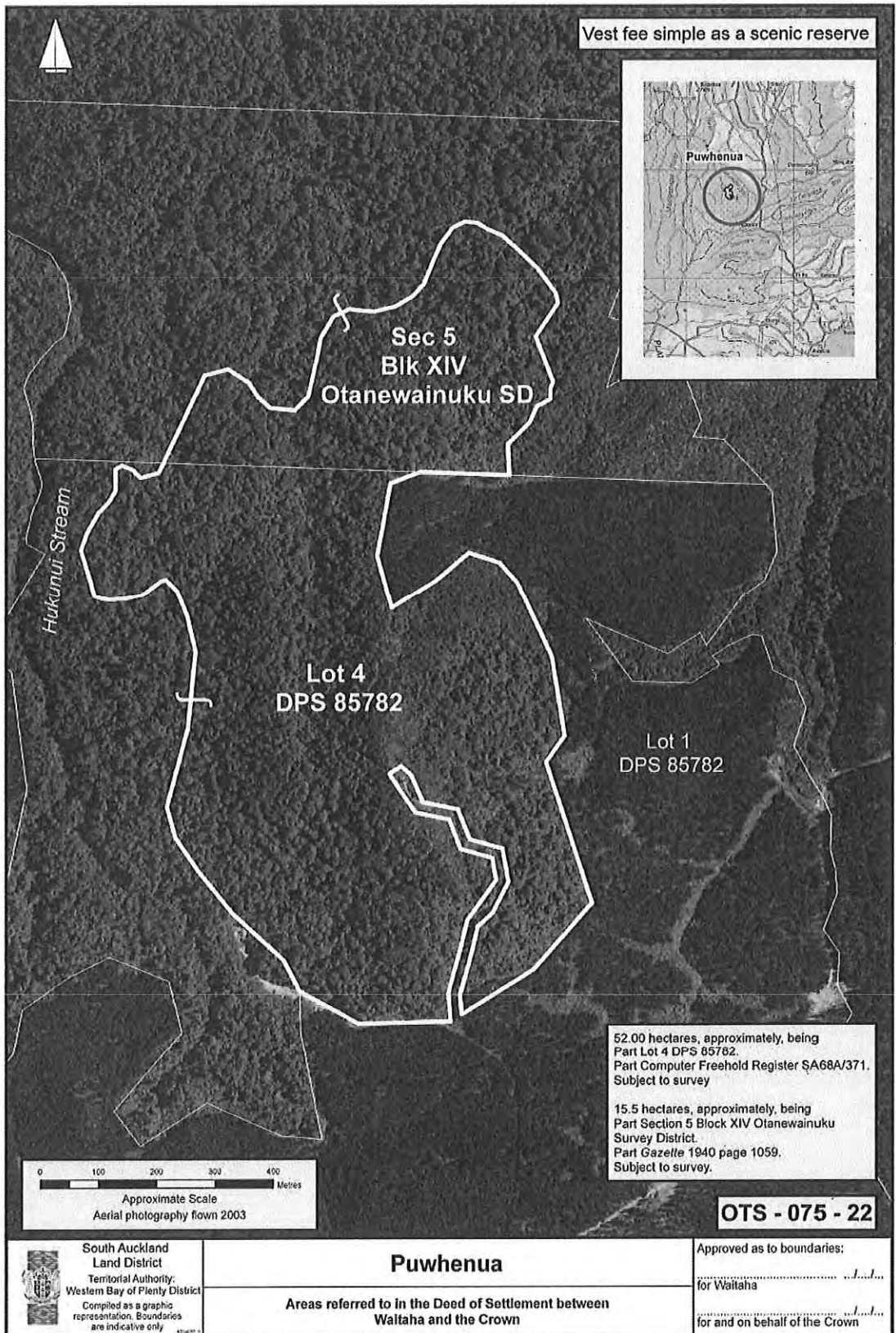
Schedule 3

DEED PLANS

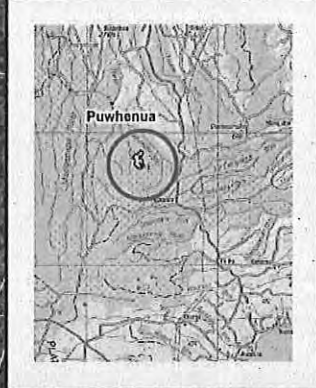
DEED OF AGREEMENT



DEED OF AGREEMENT



Vest fee simple as a scenic reserve



Sec 5
Blk XIV
Otanewainuku SD

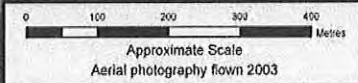
Hukunui Stream

Lot 4
DPS 85782

Lot 1
DPS 85782

52.00 hectares, approximately, being
Part Lot 4 DPS 85782.
Part Computer Freehold Register SA68A/371.
Subject to survey

15.5 hectares, approximately, being
Part Section 5 Block XIV Otanewainuku
Survey District.
Part Gazette 1940 page 1059.
Subject to survey.



OTS - 075 - 22

South Auckland
Land District
Territorial Authority:
Western Bay of Plenty District
Compiled as a graphic
representation. Boundaries
are indicative only

Puwhenua

Areas referred to in the Deed of Settlement between
Waitaha and the Crown

Approved as to boundaries:
.....
for Waitaha
.....
for and on behalf of the Crown

DEED OF AGREEMENT

Schedule 4

STATEMENTS OF ASSOCIATION

**Ka pouhia a Otawa ki te Rangi
Te upoko o Hei
Ka heke iho i nga paritu o Otawa
Ki te mimi o nga Tupuna a Hinenui me Hineui
Ki runga i nga Kirikiri
Ko te kuharua ko te aroaro o te wahine kei raro
Ko te Puata o te Rangi kei runga**

**Ko Otawa te Maunga
Ko te Raparapa a Hoe te Awa
Ko Hei te Tupuna
Ko Takakopiri te Tangata
Ko te putaratara o te tuanui
Tahuhu whakairinga korero
Ka tu te ihiihi
Ka tu te wanawana
Tai tu te wehi o Punga ee e mauri
Ko Waitaha te Iwi
Te Arawa te waka**

Waitaha are an ancient iwi who descend from Hei and his son Waitaha who arrived on the waka Te Arawa. Ka huri mai a Te Arawa i te Rae o Papamoa, Hei stood and claimed the land for his son Waitaha "ka tohuhia mai e Hei, te takapū o tāku tama, Waitahanui a Hei". In time, some of the sons of Waitaha settled along the coast extending from Katikati to Ōtamarākau and the island of Tuhua. Ever since the landing of Te Arawa, Waitaha have been associated with te ākau, ngā awa, te whenua me ngā maunga o te rohe o Waitaha. Traditionally this extended from Hikurangi in Katikati to Ōtūmatawhero along the Pāpāmoa coast.

The boundary for Waitaha today starts at Otumatawhero (Ki Te Oku); it goes inland to Te Kopua on the Kaituna River; from there we proceed up the Kaituna River to Te Ngaeo at the junction of the Kaituna and Waiari Streams. We then follow the Waiari to the Mangatoī River, then to Te Rerenga Stream; from there we go to Te Tihi o Otanewainuku then we come to the west. We follow Te Rerenga on the western side of Otanewainuku to the beginning of the Waimapu River, and then follow the Waimapu River to its mouth "Te Kongutu Awa o Waimapu". From there we go out to Te Awanui (Waimapu Estuary), we follow the coastline out to Te Tahuna o Rangataua to Ohuki until we get to Waipu. From Waipu we follow the coastline out to Waikorire at the base of Mauao. From there, we go around Mauao and we follow the coast to Te Manu Whakahoro, then to Otira, Maikukutea and Waitahanui; then to Te Repehunga. Te Repehunga marked the coastal boundary between the two brothers Te Iwikoroke and Kumaramaoa of Te Arawa. From Te Repehunga, we go to Te Houhou ki Te Pohue (Te Puke) then we return back to Wairakei, thence to Otumatawhero.

DEED OF AGREEMENT

ŌTANEWAINUKU

WAITAHA STATEMENT OF ASSOCIATION

Te Whakairinga Korero

I taumauhia i waho o te moana te Takapu o taku Tama o Waitahanui a Hei.

**Na Hei ko Waitaha
Na Waitaha ko te Manutohikura
Ko Tutauaroa ko Naia ko Ruarangi
Na Tutauaroa Ko Taiwhanake**

Rua tekau neke atu nga tama taane o Waitaha. Kapi katoa te whenua i ona uri.

Mai i te rae o Papamoa te Uku o Takakopiri o Waitaha ki Otawa ki te Upoko o Taranui ara a Otara ki Otanewainuku te maunga o nga Patupaiarehe puta atu ki Puwhenua ki Mauao. Nga maunga whakaruruhau nga maunga tuhutanga o Waitaha e kore rawa e taea te whakawehe.

He maha nga ara i parahia e Hei me Waitaha. Ko te Ara a Hei te Ara Matua atu i a Otawa ki a Otanewainuku. Kei runga i te Ara a Hei ko nga matapuna ko nga awa me nga awa hirere ko nga nohoanga whakata ko nga nohoanga kainga ko nga mahinga kai me nga wahi tapu. Ko tetahi o nga ara i roto i te ngahere o Otanewainuku ko te Papa o Tao.

He nui nga pa o Waitaha kei runga i a Otanewainuku. Kei te tihi ko nga pa o Maungapiripiri me Okotare.

I te taha hauauru o Otanewainuku ko Waoku. Kei Waoku ka pupu ake katoa nga wai Maori i roto i nga awa iti nga wai hirere nga puna wai.

Tatata atu ana ki Otanewainuku ko te pa o Ruarangi me tona hapu a Ngāti Te Awhai.

Waiokehu the father of Takakopiri and Takakopiri continued to live at Otawa and frequently travelled to the coast and back to the mountains including Otanewainuku for specific purposes and at different times.

A later generation, the whanau of Te Iwikoroke - Hinepiri, Te Iwikoroke, Te Ao Mataiti and Te Tao Kahara (twins), Kumaramaoa, Manawaiki, Puariki, Korikori, Te Pukuohakoma and Hineteao were affected by the emerging skirmishes, battles and post battles along the coast.

Waitaha hapu who had a strong association with Ōtanewainuku included Ngāti Haraki, Ngāti Te Moemifi, Ngāti Ngauru, Ngāti Kapo, Ngāti Rereamanu, Ngāti Kahu, Ngāti Nga Pareparenga, Ngāti Te Puku o Hakoma, Kumaramaoa, Ngāti Tama, Ngāti Rehu, Ngāti Rakei and Ngāti Te Awhai.

Ka tu Rangatira o Otanewainuku. He whenua, he maunga, he whakaruruhau. Te Tihi. Ka mau tonu te mauri.

Text:	Explanation/translation:
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DEED OF AGREEMENT

Text:	Explanation/translation:
Te Whakairinga Korero	<p>I heke iho i te rangi te whakairinga o ngā kōrero me ngā taonga heke iho i ngā heke</p> <p>ki ngā poupou</p> <p>kia pouhia ki te whenua</p> <p>kia kore ai e taka ki te taha ki te he</p> <p><i>(All knowledge and understanding are the treasures that descended from the heavens and were established within the tāhuhu (main beam) of the meeting house. It is from there that these treasures descend again to the heke (beams connecting the roof to the walls). From the heke they descend again to the poupou (mainstays of the meeting house) where they were firmly implanted at the base, to the land.)</i></p> <p><i>[refer Waitaha Deed of Settlement]</i></p>
I taumauhia i waho o te moana te Takapu o taku Tama o Waitahanui a Hei.	<p>This refers to the “taumau” of Hei; when he stood aboard the waka Te Arawa and claimed the land for his son Waitaha</p>
<p>Na Hei ko Waitaha</p> <p>Na Waitaha ko te Manutohikura</p> <p>Ko Tutauaroa ko Naia ko Ruarangi</p> <p>Na Tutauaroa Ko Taiwhanake</p> <p><i>Rua tekau neke atu nga tama taane o Waitaha. Kapi katoa te whenua i</i></p>	<p>This whakapapa indicates the relationships from Hei and Waitaha and their descendants to the significant maunga within the rohe of Waitaha. This whakapapa refers to Taiwhanake I (who lived at Mauao) and not Taiwhanake II (who is several generations later) that other iwi in Tauranga refer to.</p> <p>Waitaha had more than 20 sons who settled the land which is still occupied by their descendants.</p>

DEED OF AGREEMENT

Text:	Explanation/translation:
<i>ona uri.</i>	
<p>Mai i te rae o Papamoa te Uku o Takakopiri o Waitaha ki Otawa ki te Upoko o Taranui ara a Otara ki Otanewainuku te maunga o nga Patupaiarehe puta atu ki Puwhenua ki Mauao. Nga maunga whakaruruhau nga maunga tuhutanga o Waitaha e kore rawa e taea te whakawehe.</p>	<p>Te Rae o Papamoa is a significant landmark. Te Uku o Takakopiri refers to the red clay found in the Papamoa Hills area; it is a significant taonga to Waitaha. Te Upoko o Taranui is the name of the maunga Otara. There is specific korero about the special "fairy people" the Patupaiarehe that occupied our maunga and are mentioned in the legend about the relationship of Otanewainuku, Puwhenua and Mauao. All the special maunga in the rohe of Waitaha are also significant landmarks.</p>
<p>He maha nga ara i parahia e Hei me Waitaha. Ko te Ara a Hei te Ara Matua atu i a Otawa ki a Otanewainuku. Kei runga i te Ara a Hei ko nga matapuna ko nga awa me nga awa hirere ko nga nohoanga whakata ko nga nohoanga kainga ko nga mahinga kai me nga wahi tapu. Ko tetahi o nga ara i roto i te ngahere o Otanewainuku ko te Papa o Tao.</p>	<p>There are many tracks and paths and Te Ara a Hei is one of those linking Otawa and Otanewainuku. There are also many waterways, underwater springs, significant sites, places of occupation, cultivation and food gathering and tapu places. One of the pathways in the forest land at Otanewainuku is known as Te Papa o Tao.</p>
<p>He nui nga pa o Waitaha kei runga i a Otanewainuku. Kei te tihi ko nga pa o Maungapiripiri me Okotare.</p>	<p>There are many pa of Waitaha on the maunga Otanewainuku; two very significant pa are Maungapiripiri and Okotare.</p>
<p>I te taha hauauru O Otanewainuku ko Waoku. Kei Waoku ka pupu ake katoa nga wai Maori i roto i nga awa iti nga wai hirere nga puna wai.</p>	<p>To the west of Otanewainuku is Waoku. It is here that you find bubbling up water from the small tributaries, the rivers, the fissures and through the springs.</p>
<p>Tatata atu ana ki Otanewainuku ko te pa o Ruarangi me tona hapu a</p>	<p>The descendants of Ruarangi, and the hapu of Te Awhai have a special relationship with Otanewainuku as they had pa close by.</p>

DEED OF AGREEMENT

Text:	Explanation/translation:
Ngati Te Awhai.	
Ka tu Rangatira o Otanewainuku. He whenua, he maunga, he whakaruruhau. Te Tihi. Ka mau tonu te mauri.	Otanewainuku stands in its rangatira status. Otanewainuku is the land, is the mountain, is the sheltering protector. It stands in majestic splendor. The Tihi. The Summit. The mauri of the mountain will never be lost.

DEED OF AGREEMENT

PUWHENUA

WAITAHA STATEMENT OF ASSOCIATION

TE WHAKAIRINGA KORERO

E ai ki nga korero o Waitaha: Ka hoki atu ano ki Hawaiki. I reira ka uru mai te whakaaro pai ki a Waitaha ki te tuku atu i tana rakau tino tapu ki a Tamatea hai hanga he waka mona.

Ko te rakau ra ko Puwhenua. Ko te waka i hangaia ko Takitimu.

I te tau tanga mai o Takitimu ki te Awanui, ka karakia ka whakatapua te ingoa Puwhenua ki tenei maunga ataahua a tu whakahihi ana ia.

Ko tenei he whakanui te maumahara o te rakau tapu a Waitaha.

Na tenei ka noho piri tata tonu a Waitaha ki a Ranginui me nga hononga Whakapapa a whanaungatanga hoki.

Ko te korero tonu a Waitaha. Ma koutou Ranginui e manaaki to tatou maunga mo tatou katoa.

Translation:

According to Waitaha tradition, in Hawaiki, Waitaha gave his sacred tree, which was very special to him, to Tamatea. The name of that tree was Puwhenua. Tamatea used that rakau tapu to build the waka Takitimu. When the waka Takitimu arrived at Te Awanui (Tauranga), they gave a special karakia, and then gave the name Puwhenua to the maunga to commemorate the tree that was given by Waitaha to Tamatea. This is the foundation of the strong relationships between the descendants of Waitaha and Tamatea.

It was also agreed that the descendants of Tamatea, now known as Ngati Ranginui, would look after the interests of Waitaha in Puwhenua.