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*Parties*

**TE RŪNANGA O NGĀI TAHU**

*and*

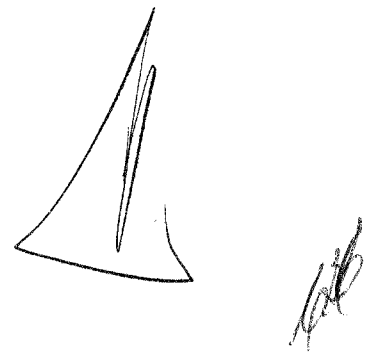
**HER MAJESTY THE QUEEN**

in right of New Zealand

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**DEED OF SETTLEMENT**  
**SECTION 12**

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- ATTACHMENT 12.151 STATUTORY ACKNOWLEDGEMENT FOR TE TAI Ō MAROKURA (KAIKOURA COASTAL MARINE AREA)** *(Clause 12.16)*
- ATTACHMENT 12.152 STATUTORY ACKNOWLEDGEMENT FOR TE TAI Ō MAHAANUI (SELWYN - BANKS PENINSULA COASTAL MARINE AREA)** *(Clause 12.16)*
- ATTACHMENT 12.153 STATUTORY ACKNOWLEDGEMENT FOR TE MIMI Ō TŪ TE RAKIWHĀNOA (FIORDLAND COASTAL MARINE AREA)** *(Clause 12.16)*

**ATTACHMENT 12.154 STATUTORY ACKNOWLEDGEMENT FOR TE  
TAI O ARAI TE URU (OTAGO COASTAL MARINE AREA) *(Clause 12.16)***  
**ATTACHMENT 12.155 STATUTORY ACKNOWLEDGEMENT FOR  
RAKIURA/TE ARA A KIWA (RAKIURA/FOVEAUX STRAIT COASTAL  
MARINE AREA) *(Clause 12.16)***

A handwritten signature in black ink, consisting of a stylized, cursive script. Below the signature, the initials "DM" are written in a simple, blocky font.

## SECTION 12: MAHINGA KAI - GENERAL

### 12.1 DEFINITIONS AND INTERPRETATION

#### 12.1.1 Latin References for Species to Prevail

Where a species of plant, animal, bird or fish has been defined in this section by reference to its Māori, English and Latin names, for the avoidance of doubt, the Latin reference shall prevail (including any published revisions to such Latin references from time to time).

#### 12.1.2 Unconditional Obligations

*Clause 17.1* (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to *clauses 12.14.20, 12.14.21 and 12.14.23 to 12.14.26*, which require performance or action to be taken before the Settlement Date.

### 12.2 STATUTORY ACKNOWLEDGEMENTS

#### 12.2.1 Definitions

In this *clause 12.2* and in *clause 12.3*, and in *Attachments 12.1 to 12.128* inclusive:

- (a) the following terms have the meanings set out below:

*consent authority* has the meaning given to it in section 2 of the Resource Management Act 1991;

*Deed of Recognition* means a deed of recognition as described in this *clause 12.2* to be entered into by the Crown pursuant to *clause 12.3* of this Deed;

*Effective Date* means the date falling 6 months after the Settlement Date;

*resource consent* has the meaning given to it in section 87 of the Resource Management Act 1991;

*Statutory Acknowledgement* means an acknowledgement made by the Crown in the Settlement Legislation in respect of a Statutory Area, comprising the descriptions referred to in *clause 12.2.2(a) and (b)*, and the acknowledgement made by the Crown pursuant to *clause 12.2.2(c)*, on the terms set out in this *clause 12.2*;

*Statutory Areas* means the areas, Rivers, Lakes and Wetlands defined in *Attachments 12.1 to 12.64* inclusive, the general locations of which are indicated on the *Allocation Plans (and SO Plans)* indicated in those Attachments;

(b) the following term has the meaning set out below:

*Lake* means a body of fresh water which is entirely or nearly surrounded by land including a lake controlled by artificial means, but does not include:

- (i) any part of the lakebed which is not in Crown ownership or control from time to time;
- (ii) with respect to a lake not controlled by artificial means, any land which the waters of the lake do not cover at its highest level without exceeding its margin;
- (iii) with respect to any lake controlled by artificial means, any land which the waters of the lake do not cover at its maximum operating level as prescribed from time to time by any resource consent or rule of a regional plan or proposed plan within the meaning of the Resource Management Act 1991; or
- (iv) any river or watercourse, artificial or otherwise, draining into or out of a lake;

(c) the following term has the meaning set out below:

*River* means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:

- (i) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
- (ii) any part of the riverbed which is not in Crown ownership or control from time to time;
- (iii) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
- (iv) any tributary flowing into a river, unless expressly provided to the contrary in the definition of a particular river;



- (d) the following term has the meaning set out below:

*Wetland* means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:

- (i) any part of the wetland bed which is not in Crown ownership or control from time to time;
  - (ii) any land bordering the wetland;
  - (iii) any river or watercourse, artificial or otherwise, draining into or out of a wetland; or
  - (iv) any lake;
- (e) Allocation Plans (and SO Plans) are included for the purposes of indicating the general location of the Statutory Areas, and are not intended to establish the precise boundaries of the Statutory Areas.

#### **12.2.2 Provision of Statutory Acknowledgements by Crown**

The Crown agrees that the Settlement Legislation will make a Statutory Acknowledgement in respect of each of the Statutory Areas, which will comprise:

- (a) a description of each of the Statutory Areas as provided in *Attachments 12.1 to 12.64*, including, where applicable, the definitions of Lakes, Rivers and Wetlands set out in *clause 12.2.1*;
- (b) the text of the statement by Te Rūnanga of the particular cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Areas set out in *Attachments 12.1 to 12.64*; and
- (c) an acknowledgement by the Crown of Te Rūnanga's statement of that association.

#### **12.2.3 Distribution of applications to Te Rūnanga**

The Crown agrees that:

- (a) the Settlement Legislation will provide for the power to make regulations to implement the matters described in *clause 12.2.3(b)*;
- (b) by no later than the Effective Date, the Crown will make regulations to provide as follows:



- (i) subject to *clause 12.2.3(b)(ii)*, for a period of 20 years from and after the Effective Date, a consent authority that receives an application for a resource consent for activities within, adjacent to, or impacting directly on a Statutory Area shall, as soon as reasonably practicable after receiving the application, and prior to making any determination pursuant to sections 93 or 94 of the Resource Management Act 1991, forward a summary of the application to Te Rūnanga;
- (ii) the summary of the application which is to be forwarded to Te Rūnanga pursuant to *clause 12.2.3(b)(i)* shall contain the same information which would be contained in a notice to persons who may be affected under section 93 of the Resource Management Act 1991, or such other information as may be agreed between Te Rūnanga and individual consent authorities from time to time;
- (iii) Te Rūnanga may from time to time waive its rights under *clause 12.2.3(b)(i)* by notice in writing to a relevant consent authority, either generally or in respect of particular types of applications, individual consent authorities, or for specified periods of time, so that the consent authority is no longer required to discharge its obligations in terms of *clause 12.2.3(b)(i)* in respect of the matter waived; and
- (iv) for the avoidance of doubt, the obligation to forward a summary of certain applications to Te Rūnanga pursuant to *clause 12.2.3(b)(i)* shall not in any way affect the discretion of the relevant consent authority as to whether or not to notify any application under sections 93 and 94 of the Resource Management Act 1991, and whether or not Te Rūnanga may be an affected person under those sections.

#### **12.2.4 Local Authorities to Have Regard to Statutory Acknowledgements**

The Crown agrees that the Settlement Legislation will provide that with effect from the Effective Date and without derogating from their obligations under Part II of the Resource Management Act 1991:

- (a) in forming an opinion under section 93(1)(e) of the Resource Management Act 1991 as to whether Te Rūnanga is a person who is “likely to be directly affected” by an application for activities within, adjacent to or impacting directly on a Statutory Area, the relevant consent authority shall have regard to the Statutory Acknowledgement provided pursuant to *clause 12.2.2* in relation to the relevant Statutory Area;
- (b) in forming an opinion under section 94(1)(c)(ii) of the Resource Management Act 1991 as to whether Te Rūnanga is a person who “may be



- adversely affected” by the granting of a resource consent for activities within, adjacent to or impacting directly on a Statutory Area, the relevant consent authority shall have regard to the Statutory Acknowledgement provided pursuant to *clause 12.2.2* in relation to the relevant Statutory Area;
- (c) in satisfying itself under section 94(2)(b) of the Resource Management Act 1991 as to whether Te Rūnanga is a person who “may be adversely affected” by the granting of a resource consent for activities within, adjacent to or impacting directly on a Statutory Area, the relevant consent authority shall have regard to the Statutory Acknowledgement provided pursuant to *clause 12.2.2* in relation to the relevant Statutory Area;
- (d) in forming an opinion under section 94(3)(c) of the Resource Management Act 1991 as to whether Te Rūnanga is a person who “may be adversely affected” by the granting of a resource consent for activities within, adjacent to or impacting directly on a Statutory Area, the relevant consent authority shall have regard to the Statutory Acknowledgement provided pursuant to *clause 12.2.2* in relation to the relevant Statutory Area;
- (e) in determining under section 274 of the Resource Management Act 1991 whether Te Rūnanga is a person having an interest in the proceedings “greater than the public generally” in respect of applications for resource consents for activities within, adjacent to or impacting directly on a Statutory Area, the Environment Court shall have regard to the Statutory Acknowledgement provided pursuant to *clause 12.2.2* in relation to the relevant Statutory Area; and
- (f) in forming an opinion under section 14, and for the purpose of section 20(1) of the Historic Places Act 1993, as to whether Te Rūnanga is a person “directly affected” in relation to an archaeological site (as defined in the Historic Places Act 1993) within a Statutory Area, the Historic Places Trust or the Environment Court (as the case may be) shall have regard to the Statutory Acknowledgement provided pursuant to *clause 12.2.2* in relation to the relevant Statutory Area.

#### **12.2.5 Use of Statutory Acknowledgement with Submissions**

The Crown agrees that the Settlement Legislation will provide that:

- (a) Te Rūnanga and any member of Ngāi Tahu Whānui may cite the relevant Statutory Acknowledgement in submissions to, and in proceedings before, a consent authority, the Environment Court or the Historic Places Trust concerning activities within, adjacent to or impacting directly on a Statutory Area as evidence of Ngāi Tahu’s association to the Statutory Area;



- (b) for the avoidance of doubt, the content of the association, as recorded in a Statutory Acknowledgement, shall not by virtue of the Statutory Acknowledgement be binding as deemed fact upon consent authorities, the Environment Court, the Historic Places Trust and parties to proceedings before those bodies, or any other person able to participate, but the Statutory Acknowledgement may be taken into account by them; and
- (c) Te Rūnanga and any member of Ngāi Tahu Whānui shall not be precluded from stating that Ngāi Tahu has any other association with the Statutory Area not described in the relevant Statutory Acknowledgement nor shall the content or existence of the Statutory Acknowledgement derogate from any such other statement.

#### **12.2.6 Authorisation to Enter into Deeds of Recognition**

The Crown agrees that the Settlement Legislation will provide that, by reason of the Statutory Acknowledgement provided pursuant to *clause 12.2.2*, the Minister of the Crown responsible for the management or administration of the land within a Statutory Area, or the Commissioner of Crown Lands, as the case may be, will have power to enter into a Deed of Recognition in respect of the land within the Statutory Area.

#### **12.2.7 Form and Terms of Deeds of Recognition**

The Crown agrees that the Settlement Legislation will provide that with respect to the Statutory Area to which it relates, a Deed of Recognition will provide that, by reason of the Statutory Acknowledgement provided pursuant to *clause 12.2.2*, Te Rūnanga shall be consulted, and particular regard shall be had to its views relating to the association described in the Statutory Acknowledgement concerning the management or administration of the Statutory Area by the responsible Minister, or the Commissioner of Crown Lands, as the case may be, on the matters specified in each particular Deed of Recognition.

#### **12.2.8 Alienation of Land**

The Crown agrees that the Settlement Legislation will provide that in the event that land over which a Deed of Recognition applies is alienated by the Crown, the relevant Deed of Recognition will automatically be terminated (and the right of first refusal set out in *Section 9* will apply).

#### **12.2.9 Change in Management**

If there is a change in the Crown entity managing land over which a Deed of Recognition applies or the applicable statutory management regime over such land, the Crown agrees that it will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of that land through the negotiation, by the Minister responsible for the new management or management regime, or



the Commissioner of Crown Lands, as the case may be, of a new or amended Deed of Recognition.

#### 12.2.10 Purposes of Statutory Acknowledgements

The Crown agrees that the Settlement Legislation will provide that, without limiting *clauses 12.2.11 to 12.2.13*, the only purposes of the Statutory Acknowledgements will be:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in *clause 12.2.3*;
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to the Statutory Acknowledgements in relation to the Statutory Areas as provided in *clause 12.2.4*;
- (c) to empower Ministers responsible for management of the Statutory Areas, or the Commissioner of Crown Lands, as the case may be, to enter into Deeds of Recognition as provided in *clause 12.2.6*; and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite Statutory Acknowledgements as evidence of the association of Ngāi Tahu to the Statutory Areas, as provided in *clause 12.2.5*.

#### 12.2.11 Exercise of Powers, Duties and Functions

The Crown agrees that the Settlement Legislation will provide that, except as expressly provided in *clauses 12.2.4, 12.2.5 and clause 12.2.10*:

- (a) neither a Statutory Acknowledgement nor a Deed of Recognition will affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting *clause 12.2.11(a)*, no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to a Statutory Area (as described in the relevant Statutory Acknowledgement) than that person or entity would give under the relevant statute, regulation or bylaw, as if no Statutory Acknowledgement or Deed of Recognition existed in respect of that Statutory Area.



### 12.2.12 Rights of Third Parties

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in this *clause 12.2*, neither a Statutory Acknowledgement nor a Deed of Recognition will affect the lawful rights or interests of any third party from time to time.

### 12.2.13 Limitation of Rights

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in this *clause 12.2*, neither a Statutory Acknowledgement nor a Deed of Recognition will of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Statutory Area.

### 12.2.14 Recording of Statutory Acknowledgements on Statutory Plans

The Crown agrees that the Settlement Legislation will provide that:

- (a) local authorities within the Ngāi Tahu Claim Area shall attach information to all regional policy statements and district and regional plans from time to time (including proposed plans) prepared under the Resource Management Act 1991 recording all Statutory Acknowledgements affecting Statutory Areas covered wholly or partly by such plans, either by way of reference to the relevant part of the Settlement Legislation or by setting out the Statutory Acknowledgements in full; and
- (b) the attachment of information to any plan is for the purpose of public information only and shall not be part of the plan (unless adopted by the relevant regional or district council) or subject to the provisions of the First Schedule to the Resource Management Act 1991.

### 12.2.15 Pikirakatahi (Mount Earnslaw)

The Crown agrees that the Settlement Legislation will provide that, if any part of the area presently included in pastoral lease CL 338/105 (Otago Land District) is ever surrendered to the Crown, then such part of that area as is held under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987 and as may have been identified pursuant to similar processes used by the parties for identification of Statutory Areas which are mountains, prior to entry into this Deed and agreed by Te Rūnanga and the Crown, shall become part of the Statutory Area known as Pikirakatahi (Mount Earnslaw) for the purposes of this *clause 12.2* and covered by the relevant Deed of Recognition under *clause 12.3*. Te Rūnanga and the Crown agree that the rights of the lessee under that pastoral lease, in particular with respect to tenure review, shall not be affected in any way by this clause.

### 12.2.16 Tokatā (The Nuggets)

The Crown agrees that the Settlement Legislation will provide that, if any part of the area described as the “Islands” in Item 11 of *Attachment 12.129* is confirmed at any time to be in Crown ownership, that area shall become part of the Statutory Area known as Tokatā (the Nuggets) for the purposes of this *clause 12.2* and covered by the relevant Deed of Recognition under *clause 12.3*.

## 12.3 DEEDS OF RECOGNITION

No later than the Settlement Date the Crown will enter into the Deeds of Recognition set out in *Attachments 12.65 to 12.128* in respect of those parts of the areas, Rivers, Lakes and Wetlands described in those Attachments which are owned or managed by the Crown.

## 12.4 TE RŪNANGA TO BE STATUTORY ADVISER

### 12.4.1 Definitions

In this clause:

*Sites* means the areas described in *Attachment 12.129* and in *clauses 11.6.15(b)* and *(c)* and *11.8.13*;

*Statutory Adviser* means Te Rūnanga in its role as an adviser to the Minister of Conservation appointed under the Settlement Legislation, on the terms set out in this *clause 12.4*.

### 12.4.2 Appointment of Statutory Adviser

The Crown agrees that the Settlement Legislation will provide for the appointment of Te Rūnanga as a Statutory Adviser in respect of the Sites.

### 12.4.3 Functions of Statutory Adviser

The Crown agrees that the Settlement Legislation will provide that pursuant to the terms of its appointment as a Statutory Adviser, Te Rūnanga may provide advice directly to the Minister of Conservation in respect of any Site when the Minister is considering any draft Conservation Management Plan or Conservation Management Strategy under the Conservation Act 1987 or any national park management plan under the National Parks Act 1980, and when the Minister is making written recommendations to the New Zealand Conservation Authority in respect of that Site.

### 12.4.4 Duty to Have Particular Regard to Advice

The Crown agrees that the Settlement Legislation will provide that the Minister of Conservation must have particular regard to the advice given by Te Rūnanga pursuant to *clause 12.4.3*.

#### 12.4.5 Exception With Regard to Te Waihora Joint Management Plan

The Crown agrees that the Settlement Legislation will provide that, for the avoidance of doubt, *clauses 12.4.3 and 12.4.4* shall not apply to the consideration and approval by the Minister of Conservation of the Joint Management Plan referred to in *clause 11.6.19*, or approval of any review or amendment of such plan from time to time.

#### 12.4.6 Pikirakatahi (Mount Earnslaw)

The Crown agrees that the Settlement Legislation will provide that, if any part of the area presently included in pastoral lease CL 338/105 (Otago Land District) is ever surrendered to the Crown and becomes a conservation area and managed by the Department of Conservation, then such part of that area as is held under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987 and as may have been identified pursuant to similar processes used by the parties for identification of Sites which are mountains, prior to entry into this Deed and agreed by Te Rūnanga and the Crown, shall become part of the Site known as Pikirakatahi (Mount Earnslaw) for the purposes of this *clause 12.4*. Te Rūnanga and the Crown agree that the rights of the lessee under that pastoral lease, in particular with respect to tenure review, shall not be affected in any way by this clause.

#### 12.4.7 Tokatā (The Nuggets)

The Crown agrees that the Settlement Legislation will provide that, if any part of the area described as the “Islands” in Item 11 of *Attachment 12.129* is confirmed at any time to be in Crown ownership, that area shall become part of the Site known as Tokatā (the Nuggets) for the purposes of this *clause 12.4*.

### 12.5 TŌPUNI

#### Preamble

The word “tōpuni” has a number of meanings for Ngāi Tahu, including references to both a type of dogskin cloak and the associated custom of placing such a cloak over an object or individual so as to confer the rangatiratanga of the cloak’s owner upon those things. Ngāi Tahu has adopted an additional meaning for the word “tōpuni”: that of confirming and placing an ‘overlay’ of Ngāi Tahu values upon a piece of land owned and/or managed by the Crown, while not overriding the powers and obligations of the Crown to manage that land for the purpose for which it is held from time to time.

#### 12.5.1 Definitions

In this clause:

*Tōpuni* means for the purposes of this Deed an area of land which is administered under the National Parks Act 1980, the Conservation Act 1987 or the Reserves

Act 1977, having Ngāi Tahu Values, and declared as Tōpuni pursuant to the Settlement Legislation on the terms set out in this *clause 12.5*;

*Ngāi Tahu Values* means for the purposes of this clause Te Rūnanga's statement of the cultural, spiritual, historic and/or traditional association of Ngāi Tahu with each Tōpuni.

#### **12.5.2 Declaration as Tōpuni**

The Crown agrees that the Settlement Legislation will provide for the areas described in *Attachments 12.130 to 12.143* to be declared as Tōpuni.

#### **12.5.3 Description of Ngāi Tahu Values**

The Crown agrees that the Settlement Legislation will describe and acknowledge the Ngāi Tahu Values of each Tōpuni as set out in *Attachments 12.130 to 12.143*.

#### **12.5.4 Actions by Minister of Conservation in Tōpuni**

The Crown agrees that the Settlement Legislation will provide that, if Te Rūnanga and the Crown agree from time to time upon specific principles which are directed at the Minister of Conservation avoiding harm to or the diminishing of the Ngāi Tahu Values related to an area in which a Tōpuni is located, such agreed principles, including any agreed changes to such principles, shall be notified by the Minister of Conservation in the *New Zealand Gazette*.

#### **12.5.5 Gazetting of Specific Principles**

Te Rūnanga and the Crown agree that the specific principles set out in *Attachments 12.130 to 12.143* shall be notified by the Minister of Conservation in the *New Zealand Gazette* within 21 Business Days after the Settlement Date.

#### **12.5.6 Conservation Authority and Conservation Boards to Have Particular Regard to Ngāi Tahu Values**

The Crown agrees that the Settlement Legislation will provide that the New Zealand Conservation Authority or any conservation board in approving or otherwise considering any general policy, conservation management strategy, conservation management plan or national park management plan in respect of a Tōpuni will have particular regard to:

- (a) the Ngāi Tahu Values of the Tōpuni; and
- (b) the specific principles agreed between Te Rūnanga and the Crown from time to time pursuant to *clause 12.5.4*.



### 12.5.7 Conservation Authority and Relevant Conservation Boards to Consult with Te Rūnanga

The Crown agrees that the Settlement Legislation will provide that the New Zealand Conservation Authority or relevant conservation board will consult with Te Rūnanga and have particular regard to its views as to the effect of any such policy, strategy or plan on the Ngāi Tahu Values.

### 12.5.8 Notification of Tōpuni

The Crown agrees that the Settlement Legislation will provide:

- (a) that the declaration of Tōpuni pursuant to *clause 12.5.2* will be identified and described in the relevant conservation management strategies, conservation management plans, and national park management plans from time to time;
- (b) that the initial identification and description of the Tōpuni in a conservation management strategy, conservation management plan or national park management plan is for the purpose of public notice only and is not an amendment to the conservation management strategy, conservation management plan or national park management plan for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980; and
- (c) that the declaration of the Tōpuni will be notified by the Minister of Conservation in the *New Zealand Gazette*.

### 12.5.9 Actions by Director-General

The Crown agrees that the Settlement Legislation will provide:

- (a) that the Director-General of Conservation, on notification by the Minister of Conservation in the *New Zealand Gazette* of the specific principles referred to in *clause 12.5.4*, shall, subject to *clauses 12.5.9(b)* and *(c)*, take action in relation to such principles;
- (b) that the Crown, through the Director-General of Conservation, shall retain a complete discretion to determine the method and extent of the action referred to in *clause 12.5.9(a)*;
- (c) that the Crown, through the Director-General of Conservation, shall notify Te Rūnanga from time to time of what action it intends to take pursuant to *clause 12.5.9(a)* and *(b)*;

- (d) that if requested in writing by Te Rūnanga, the Director-General of Conservation shall take no action in respect of such principles;
- (e) that without limiting *clause 12.5.9(b)*, the Director-General of Conservation, after consultation with the conservation boards affected, may initiate an amendment of any relevant conservation management strategy, conservation management plan or national park management plan to incorporate objectives relating to such principles, including a recommendation to make bylaws or promulgate regulations;
- (f) that any amendment initiated under *clause 12.5.9(e)* is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act 1987, or section 46(1) to (4) of the National Parks Act 1980;
- (g) in respect of Tōpuni, for the power for the Crown to make by-laws, or promulgate regulations, or issue Orders-in-Council to implement the objectives of any such conservation management strategy, conservation management plan or national park management plan, and to prescribe conditions for behaviour and activities by the public on Tōpuni and the enforcement of any such prohibitions or conditions; and
- (h) that the Director-General may, at his or her discretion, notify any action intended to be taken pursuant to *clause 12.5.9(b)* in the *New Zealand Gazette*.

#### **12.5.10 Actions by Director-General**

The Crown confirms that the actions set out in *Attachments 12.130 to 12.143* are actions which the Director-General has in his discretion determined to take, which actions shall be notified by the Director-General in the *New Zealand Gazette* within 21 Business Days after the Settlement Date.

#### **12.5.11 Existing Classification of Tōpuni**

The Crown agrees that the Settlement Legislation will provide that, notwithstanding the declaration of an area as a Tōpuni, or revocation of a Tōpuni pursuant to *clause 12.5.12*, the existing protection or classification of the area in which the Tōpuni is located as a national park, conservation area or reserve shall not be overridden.

#### **12.5.12 Revocation of Status**

The Crown agrees that the Settlement Legislation will provide that if Te Rūnanga and the Crown agree that Tōpuni status is no longer appropriate in respect of a particular site that its status may be revoked by Order-in-Council.

### 12.5.13 Purpose of Declaration as Tōpuni

The Crown agrees that the Settlement Legislation will provide that, without limiting *clauses 12.5.14 to 12.5.16*, the declaration of areas as Tōpuni pursuant to *clause 12.5.2* and the acknowledgement of the Ngāi Tahu Values in respect of those areas in *clause 12.5.3* will be for the following purposes only:

- (a) the agreement on specific principles pursuant to *clause 12.5.4*;
- (b) that the New Zealand Conservation Authority and conservation boards will be required to have particular regard to the Ngāi Tahu Values and those specific principles, as provided in *clauses 12.5.6 and 12.5.7*; and
- (c) the taking of action in respect of such specific principles as provided in *clause 12.5.9*.

### 12.5.14 Exercise of Powers, Duties and Functions

The Crown agrees that the Settlement Legislation will provide that, except as expressly provided in this *clause 12.5*:

- (a) neither the declaration of the Tōpuni pursuant to *clause 12.5.2* nor the acknowledgement of the Ngāi Tahu Values in *clause 12.5.3* will affect or be taken into account in the exercise of any power, duty or function of any person or entity under any statute, regulation or bylaw; and
- (b) without limiting *clause 12.5.14(a)*, no person or entity, in considering any matter or making any decision or recommendations under statute, regulation or bylaw shall give any greater or lesser weight to the Ngāi Tahu Values than that person or entity would give under the relevant statute, regulation or bylaw, as if no Tōpuni had been declared nor the Ngāi Tahu Values acknowledged.

### 12.5.15 Rights of Third Parties

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in this *clause 12.5*, neither the declaration of Tōpuni pursuant to *clause 12.5.2* nor the acknowledgement of the Ngāi Tahu Values made in *clause 12.5.3* will affect the lawful rights or interests of any third party from time to time.

### 12.5.16 Limitation of Rights

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in this *clause 12.5*, neither the declaration of Tōpuni pursuant to *clause 12.5.2* nor the acknowledgement of the Ngāi Tahu Values made in *clause 12.5.3* will of itself have the effect of granting, creating or providing

evidence of any estate or interest in, or any rights of any kind whatsoever relating to, areas declared as Tōpuni.

#### 12.5.17 **Pikirakatahi (Mount Earnslaw)**

The Crown agrees that the Settlement Legislation will provide that, if any part of the area presently included in pastoral lease CL 338/105 (Otago Land District) is ever surrendered to the Crown and becomes a conservation area managed by the Department of Conservation, then such part of that area as is held under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987 and as may have been identified pursuant to similar processes used by the parties for identification of Tōpuni which are mountains, prior to entry into this Deed and agreed by Te Rūnanga and the Crown, shall become part of the Tōpuni known as Pikirakatahi (Mount Earnslaw) for the purposes of this *clause 12.5*. Te Rūnanga and the Crown agree that the rights of the lessee under that pastoral lease, in particular with respect to tenure review, shall not be affected in any way by this clause.

#### 12.6 **PROVISION FOR KAHURANGI POU WHENUA**

The Crown agrees that the Settlement Legislation will provide that notwithstanding section 49 of the National Parks Act 1980 and Part IIIB of the Conservation Act 1987, Te Rūnanga may erect a pou whenua within the Tōpuni in Kahurangi National Park as shown on *Allocation Plan MS 21*, subject to such terms and conditions relating to the erection of the pou whenua and for protection of the national park values of the area and to avoid, remedy or mitigate any adverse effect arising from erecting the pou whenua as the Minister of Conservation considers appropriate, including, without limitation, placing responsibility for the pou whenua on Te Rūnanga and permitting access to the pou whenua to Te Rūnanga.

#### 12.7 **NOHOANGA ENTITLEMENTS**

##### 12.7.1 **Definitions**

In this clause:

*Entitlement Land* means a site over which a Nohoanga Entitlement is or has been created;

*Holder* means the holder for the time being of a Nohoanga Entitlement including any permitted assignee of Te Rūnanga's rights under a Nohoanga Entitlement or any sub-entitlement grantee;

*Land Holding Agency* means the Minister responsible for the department which manages the existing or proposed Entitlement Land or the Commissioner of Crown Lands, as the case may be;

*Nohoanga Entitlements* means the entitlements described in *clause 12.7.2(a) and (b)*;

*Waterway* means a lake, being a body of fresh water which is entirely or nearly surrounded by land, or a river, being a continually or intermittently flowing body of fresh water, and includes a stream and modified water course, but does not include any artificial water course (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal);

### 12.7.2 Creation of Nohoanga Entitlements

The Crown agrees that the Settlement Legislation will provide, on the terms set out in this clause:

- (a) for the creation by the Crown and granting to Te Rūnanga of renewable entitlements over Crown-owned land in the Ngāi Tahu Claim Area which meets the criteria set out in *clause 12.7.3*, other than land in a national park, a marginal strip, a nature reserve, an esplanade reserve, a scientific reserve or that part of a road reserve within 20 metres of a Waterway;
- (b) for Nohoanga Entitlements to be created for the purpose of permitting members of Ngāi Tahu Whānui to temporarily occupy land close to the Waterways on a non-commercial basis, so as to have access to the Waterways for lawful fishing and gathering of other natural resources;
- (c) for the grant of 72 Nohoanga Entitlements in the form set out in *Attachment 12.144* over the Entitlement Land identified in *Attachment 12.145*, for an initial term of 10 years, no later than 5 Business Days after the completion of surveys of the Entitlement Land and approval by the Chief Surveyor, which the Crown will take reasonable steps to complete within 9 months after the Settlement Date, but in any event no later than 12 months after the Settlement Date;
- (d) unless terminated pursuant to *clause 12.7.11*, for the Nohoanga Entitlements to be renewed for further terms of 10 years;
- (e) section 11 and Part X of the Resource Management Act 1991 shall not apply to the creation of a Nohoanga Entitlement; and
- (f) at the Crown's discretion, the Crown may vest an estate in fee simple in Te Rūnanga in any Entitlement Land, subject to such conditions as to ongoing management and administration of the surrounding area to the Entitlement Land as the Crown may consider necessary or desirable, after consultation

with Te Rūnanga, and having particular regard to its views. Any such vesting of a fee simple estate pursuant to this clause will discharge the Crown fully from its obligation to create a Nohoanga Entitlement over that Entitlement Land or any replacement Entitlement Land. Te Rūnanga acknowledges that the Crown shall be under no obligation to vest any land pursuant to this clause and that if it chooses to do so, the Land Holding Agency will be subject to compliance with any statutory or regulatory requirements and processes relating to the alienation of the relevant land.

### 12.7.3 Type of Land

The Crown agrees that the Settlement Legislation will provide that the land over which Nohoanga Entitlements are created has been or will be determined by the Land Holding Agency and the Minister of Māori Affairs in agreement with Te Rūnanga, and will be land:

- (a) already in Crown ownership;
- (b) of approximately 1 hectare in area, unless otherwise agreed, and suitable for temporary occupation;
- (c) situated sufficiently close to a Waterway to permit convenient access to the Waterway (normally land adjacent to the Marginal Strip or esplanade reserve or similar strip bordering the Waterway itself);
- (d) to which lawful access exists;
- (e) where the existing practices and patterns of public use at the time the Nohoanga Entitlement is to be created would not be unreasonably impaired by the creation of a Nohoanga Entitlement; and
- (f) the location of which shall not unreasonably exclude public access to any Waterway.

### 12.7.4 Rights Attaching to Nohoanga Entitlements

The Crown agrees that the Settlement Legislation will provide that:

- (a) the Holder will have the right to occupy temporarily the Entitlement Land to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute undertaking their normal functions in relation to the land) for up to 210 days in any calendar year (such days to exclude any day from 1 May to 15 August inclusive);

- (b) the Holder will have the right to erect camping shelters or similar temporary dwellings during the period or periods that the right to occupy temporarily the Entitlement Land is being exercised, provided that the Holder shall be obliged to remove such camping shelters or temporary dwellings at any time that the right to occupy temporarily the Entitlement Land is not being exercised and to leave the Entitlement Land in substantially the same condition except for temporary effects normally associated with this type of occupation;
- (c) notwithstanding *clause 12.7.4(b)*, but subject to *clauses 12.7.4(d) to (g)* and *12.7.5(c)*, the Holder may, with the consent of the Land Holding Agency, undertake such activities on the Entitlement Land which may be reasonably necessary to enable the Entitlement Land to be used for the purposes set out in *clause 12.7.2(b)*;
- (d) the giving of consent by the Land Holding Agency pursuant to *clause 12.7.4(c)* shall be completely at his or her discretion and subject to such conditions as he or she thinks fit;
- (e) where the Entitlement Land is land held under the Conservation Act 1987 or any Act in the First Schedule to that Act the Land Holding Agency may, in considering whether to give consent pursuant to *clause 12.7.4(c)*, require an environmental impact report in relation to the proposed activities, and an audit of that report at the Holder's expense, and impose reasonable conditions to avoid, remedy or mitigate any adverse effects of the activity on the Entitlement Land and the surrounding land or on any wildlife;
- (f) when applying for any consent under *clause 12.7.4(d)* the Holder shall provide to the Land Holding Agency details of the proposed activity including but not limited to:
- (i) the effect of the activity on the Entitlement Land and, where the Entitlement Land is land held under the Conservation Act 1978 or any Act in the First Schedule to that Act, on the surrounding land and upon any wildlife; and
  - (ii) any proposed measures by the Holder to avoid, remedy or mitigate any adverse effects; and
- (g) provided that the Crown has complied with its obligations under the Nohoanga Entitlement, it shall not be obliged to compensate the Holder for any activities undertaken by the Holder pursuant to *clause 12.7.4(c)*, whether on termination of the Nohoanga Entitlement or at any other time.

### 12.7.5 Obligations related to Nohoanga Entitlements

The Crown agrees that the Settlement Legislation will also provide that:

- (a) the existence and exercise of the Nohoanga Entitlements will not:
  - (i) impede public access along any Waterway; or
  - (ii) restrict the Crown's right to alienate either the Entitlement Land or land adjacent to the Entitlement Land or adjacent to the Waterway next to which the Entitlement Land is situated;
- (b) if the Crown alienates or amends the classification or status of land adjacent to the Entitlement Land with the result that lawful access to the Entitlement Land no longer exists, the Crown will, subject to its obligations to comply with any statutory or regulatory requirements, ensure that Te Rūnanga continues to have the same type of access to the Entitlement Land as existed prior to such alienation or change of classification or status, unless and until the Nohoanga Entitlement over that Entitlement Land is terminated pursuant to *clause 12.7.11*;
- (c) the Holder, and the activities carried on by the Holder on the Entitlement Land (including any work undertaken on the Entitlement Land pursuant to *clause 12.7.4(c) to (g)*) will be subject to existing laws, bylaws and regulations and land and water management practices from time to time relating to the Entitlement Land;
- (d) in carrying out land and water management and practices relating to the Entitlement Land, the Land Holding Agency will have regard to the existence of the Nohoanga Entitlement and accordingly will notify Te Rūnanga of any activity which may affect the Holder and will avoid unreasonable disruption to the Holder;
- (e) subject to *clause 12.7.5(d)*, the Nohoanga Entitlement may be suspended at any time at the discretion of the Land Holding Agency, after consulting with Te Rūnanga and having particular regard to its views, if thought necessary for reasons of management in accordance with the purposes for which the land is held. If a Nohoanga Entitlement is suspended, the Holder may use the Entitlement Land outside the entitlement period described in *clause 12.7.4(a)* for a time equal to the period of suspension;
- (f) the rights of Te Rūnanga under the Nohoanga Entitlements may be assigned by Te Rūnanga to any of the entities listed in Part B of *Attachment 12.145*, provided that:





- (i) Te Rūnanga shall, prior to any assignment, give to the Crown written notice of its intention to assign its rights under a Nohoanga Entitlement, including the contact details of the person or persons responsible for the receipt of notices in respect of the Nohoanga Entitlement; and
  - (ii) any such assignment is without prejudice to the Crown's rights, powers and remedies against Te Rūnanga under the Nohoanga Entitlement;
- (g) Te Rūnanga or its assignee may grant sub-entitlements to members of Ngāi Tahu Whānui in respect of each Nohoanga Entitlement, so long as each subentitlement is consistent with the terms of the Nohoanga Entitlement in respect of which it is granted. The Crown's obligations to notify Te Rūnanga of any matter pursuant to a Nohoanga Entitlement shall not extend to any sub-entitlement holder. On termination of a Nohoanga Entitlement, any sub-entitlement shall automatically be terminated;
- (h) the Holder or the Holders shall have rights of enforceability of the Nohoanga Entitlement against third parties (but not against the Crown) as if they were owners of the Entitlement Land; and
- (i) Nohoanga Entitlements shall be subject to:
- (i) such other special terms and conditions as the Crown may reasonably require to give effect to this *clause 12.7*; and
  - (ii) such variations as may be agreed by the Land Holding Agency and Te Rūnanga to the provisions of *clause 12.7.4*.

#### **12.7.6 Boundaries of Entitlement Land**

The Crown agrees that for the purposes of *clause 12.7.2(c)*, the Settlement Legislation will provide for the definition of the boundaries of Entitlement Land by one or more of the following methods:

- (a) by references to any plan lodged in the Office of the Chief Surveyor and approved by the Chief Surveyor;
- (b) by reference to any existing survey plan; and/or
- (c) in accordance with a plan that meets standards agreed from time to time by the Land Holding Minister and the Chief Surveyor or Surveyor-General as the case may be.

### 12.7.7 Crown not Obligated to Enforce

Te Rūnanga and the Crown agree that the Crown shall not be obliged to enforce the rights of Holders under a Nohoanga Entitlement against third parties, on behalf of Holders.

### 12.7.8 Section 44 Reserves Act 1977 Not to Apply

The Crown agrees that the Settlement Legislation will provide that section 44 of the Reserves Act 1977 shall not apply to Nohoanga Entitlements which are created over land held under that Act.

### 12.7.9 Rates

The Crown agrees that the Settlement Legislation will provide confirmation that the creation of the Nohoanga Entitlements shall not make the Entitlement Land fall within the meaning of sections 4(1)(a) or (b) of the Rating Powers Act 1988.

### 12.7.10 Service Charges

Notwithstanding *clause 12.7.9*, Te Rūnanga and the Crown agree that the Settlement Legislation will provide that Te Rūnanga will be responsible for and pay any specified charges pursuant to the Rating Powers Act 1988 for services to the Entitlement Land provided by local authorities.

### 12.7.11 Termination of Nohoanga Entitlements

The Crown agrees that the Settlement Legislation will provide:

- (a) that the Crown may terminate the Nohoanga Entitlement if:
  - (i) the Crown alienates the Entitlement Land during the term of a Nohoanga Entitlement;
  - (ii) the Entitlement Land is destroyed or permanently detrimentally affected by any natural cause;
  - (iii) it is a condition of the Nohoanga Entitlement pursuant to which the Entitlement is granted that the Entitlement Land is on reserve land which may be required for the specific purpose for which it was originally set apart as a reserve and it becomes so required; or
  - (iv) subject to *clause 12.7.5(b)*, if lawful access to the Entitlement Land no longer exists;
- (b) on termination of a Nohoanga Entitlement pursuant to *clause 12.7.11(a)*, unless the Entitlement Land has been vested in Te Rūnanga pursuant to *clause 12.7.2(f)*, the Crown shall take reasonable steps to grant a

replacement Nohoanga Entitlement over another site meeting the criteria set out in *clauses 12.7.2(a), 12.7.3 and 12.7.5(a)* and identified pursuant to similar processes used by the parties for identification of Entitlement Land prior to entry into this Deed;

- (c) if the Holder of a Nohoanga Entitlement defaults in performing any of its obligations under the Nohoanga Entitlement, and such default is capable of remedy, the Crown may give written notice to Te Rūnanga specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances);
- (d) unless within 41 Business Days after the giving of notice pursuant to *clause 12.7.11(c)* the default specified in the notice has been remedied or appropriate action has been taken to remedy the default as required in the notice given pursuant to *clause 12.7.11(c)* the Crown may immediately terminate the Nohoanga Entitlement by notice in writing to Te Rūnanga;
- (e) if the default is not one which is capable of remedy the Crown may immediately terminate the Nohoanga Entitlement by notice in writing to Te Rūnanga; and
- (f) on termination of the Nohoanga Entitlement pursuant to *clause 12.7.11(d)* or *clause 12.7.11(e)* Te Rūnanga shall be entitled to apply to the Minister of Māori Affairs for a replacement Nohoanga Entitlement after the expiry of two years from the date of termination of the Nohoanga Entitlement.

#### **12.7.12 Purposes of Creation of Nohoanga Entitlements**

The Crown agrees that the Settlement Legislation will provide that, without limiting *clauses 12.7.13 or 12.7.14*, the creation of the Nohoanga Entitlements pursuant to this *clause 12.7* will be for the sole purpose of permitting members of the Ngāi Tahu Whānui to occupy temporarily land close to the Waterways, as provided in *clause 12.7.2(b)*.

#### **12.7.13 Rights of Third Parties**

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in this *clause 12.7*, the existence of the Nohoanga Entitlements will not affect the lawful rights or interests of any third party from time to time.

#### **12.7.14 Limitation of Rights**

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in this *clause 12.7*, the existence of the Nohoanga Entitlements will not of themselves have the effect of granting, creating or providing evidence

of any estate or interest in, or any rights of any kind whatsoever relating to, the Entitlement Land.

## **12.8 PLACE NAMES**

### **12.8.1 Definitions**

In this clause 12.8, the following term has the meaning set out below:

*Place Names* means the names of the places within the Ngāi Tahu Claim Area listed in *Attachment 12.146*.

### **12.8.2 Amendment of Place Names on Official Maps**

The Crown agrees that the Settlement Legislation will provide for the New Zealand Geographic Board to be deemed to have approved the amendment on official maps of the Place Names from the existing Place Name shown in the left column to the combined English and Māori name shown in the right column of *Attachment 12.146*, in accordance with the requirements of the New Zealand Geographic Board Act 1946.

### **12.8.3 Encouragement of use of original Māori place names**

The Crown agrees that the Settlement Legislation will provide for the imposition, as an additional function on the New Zealand Geographic Board pursuant to section 8(2) of the New Zealand Geographic Board Act 1946, of the encouragement of the use of original Māori place names on official maps, including maps as published by or under the direction or control of the Surveyor-General.

### **12.8.4 Process for Updating Names**

The Crown will arrange for the substitution of the Place Names on Departmental signs and publications as those signs and publications become due in the ordinary course for replacement, updating or re-printing.

### **12.8.5 Change of Name of Trig Point at Tuku Tuku Iwi**

Te Rūnanga and the Crown note that Te Rūnanga has written to the Surveyor General requesting him to change the name of the Trig Point upon the Tuku Tuku Iwi Site to “Tuku Tuku Iwi” and that the Surveyor General has agreed to do so.

### **12.8.6 Reinstatement of Name of Kaiapoi Pā**

The Crown agrees that the Settlement Legislation will provide for all references in section 21 of the Māori Purposes Act 1979 to “Kaiapohia Pa” to be amended to read “Kaiapoi Pā”.

## 12.9 APPOINTMENTS TO STATUTORY BOARDS

### 12.9.1 New Zealand Conservation Authority

The Crown agrees that the Settlement Legislation will provide for an amendment to section 6D(1) of the Conservation Act 1987 to provide that the New Zealand Conservation Authority established under section 6A of the Conservation Act will include one additional person appointed by the Minister of Conservation on the nomination of Te Rūnanga, with effect no later than 6 months from the Settlement Date.

### 12.9.2 Conservation Boards wholly within Ngāi Tahu Claim Area

The Crown agrees that the Settlement Legislation will provide for an amendment to section 6P of the Conservation Act 1987 to provide:

- (a) that each of the Conservation Boards established pursuant to section 6L of the Conservation Act 1987 whose jurisdiction is wholly contained within the Ngāi Tahu Claim Area, (being at present the North Canterbury Conservation Board, West Coast Conservation Board, Aoraki Conservation Board, Otago Conservation Board and Southland Conservation Board) will consist of not more than 12 persons being not more than 10 persons appointed under section 6P(2), and 2 persons appointed by the Minister of Conservation on the nomination of Te Rūnanga, with effect from no later than 1 December 1999; and
- (b) for an exemption for such appointment from the provisions of sections 6P(2) and (4) of the Conservation Act 1987.

### 12.9.3 Conservation Boards Partly Within Ngāi Tahu Claim Area

The Crown agrees that the Settlement Legislation will provide for an amendment to section 6P of the Conservation Act 1987 to provide:

- (a) that each of the Conservation Boards established pursuant to section 6L of the Conservation Act 1987 whose jurisdiction is partly contained within the Ngāi Tahu Claim Area (being at present the Nelson Conservation Board and the Marlborough Conservation Board) will consist of not more than 12 persons, being not more than 11 persons appointed under section 6P(2), and 1 person appointed by the Minister of Conservation on the nomination of Te Rūnanga, with effect from no later than 1 December 1999; and
- (b) for an exemption for such appointment from the provisions of sections 6P(2) and (4) of the Conservation Act 1987.

#### **12.9.4 Earlier Appointments**

The Crown agrees that if a vacancy or vacancies occur on any of the Conservation Boards referred to in *clauses 12.9.2 or 12.9.3* prior to 1 December 1999, and provided that the Minister of Conservation is satisfied that the composition of the relevant Board reflects a good balance of the interests described in section 6P(2) (a) and (b) of the Conservation Act 1987, the Crown agrees that the Minister of Conservation shall appoint the Te Rūnanga nominee or nominees referred to in *clauses 12.9.2 or 12.9.3* (as the case may be) prior to 1 December 1999.

#### **12.9.5 Guardians of Lakes Manapōuri, Monowai and Te Anau**

The Crown agrees that the Settlement Legislation will provide for an amendment to section 6X of the Conservation Act 1987 to provide that at least one of the representatives of Māori who are appointed by the Minister of Conservation pursuant to section 6X of the Conservation Act to be the Guardians of Lakes Manapōuri, Monowai and Te Anau will be a person appointed by the Minister of Conservation on the nomination of Te Rūnanga, with effect no later than 6 months from the Settlement Date.

#### **12.9.6 Guardians of Lake Wanaka**

The Crown agrees that the Settlement Legislation will provide for an amendment to section 5 of the Lake Wanaka Preservation Act 1973 to provide that the Guardians of Lake Wanaka established under section 5 of the Lake Wanaka Preservation Act will include one person appointed by the Minister of Conservation on the nomination of Te Rūnanga, with effect no later than 6 months from the Settlement Date.

#### **12.9.7 New Zealand Geographic Board**

The Crown agrees that the Settlement Legislation will provide for an amendment to section 3(2) of the New Zealand Geographic Board Act 1946 to provide that the New Zealand Geographic Board established under section 3 of that Act will include one additional person appointed by the Governor-General on the nomination of Te Rūnanga, with effect from the Settlement Date.

#### **12.10 REPRESENTATION ON FISH AND GAME COUNCILS**

Te Rūnanga and the Crown acknowledge that the Crown has written and recommended to the New Zealand Fish and Game Council that it would improve communications between Fish and Game Councils within the Ngāi Tahu Claim Area and Te Rūnanga to co-opt a person nominated by Te Rūnanga as an additional Member to each Council pursuant to section 26V of the Conservation Act 1987.

## 12.11 TE RŪNANGA TO BE ADVISER TO FISH AND GAME COUNCILS

### 12.11.1 Definitions

For the purposes of this clause:

*Native Game Birds* means the following species:

- (a) Pūtakitaki (Paradise Shelduck - *Tadorna variegata*);
- (b) Maunu/pārera (Grey Duck - *Anas superciliosa*);
- (c) Tete (Shoveler - *Anas rhynochotis*);
- (d) Pākura (Pukeko - *Porphyrio porphyrio melanotus*).

### 12.11.2 Appointment as Statutory Adviser

The Crown agrees that the Settlement Legislation will provide for the appointment of Te Rūnanga as a statutory adviser to each of the Fish and Game Councils for the regions falling wholly or partly within the boundaries of the Ngāi Tahu Claim Area in respect of matters referred to in *clause 12.11.3*.

### 12.11.3 Functions of Statutory Adviser

The Crown agrees that the Settlement Legislation will provide that, pursuant to the terms of its appointment as a statutory adviser pursuant to *clause 12.11.2*, Te Rūnanga may advise any relevant Fish and Game Council in relation to:

- (a) any decision by the Fish and Game Council to formulate and recommend to the New Zealand Fish and Game Council conditions for hunting seasons for Native Game Birds in accordance with the Conservation Act 1987 and the Wildlife Act 1953; and
- (b) the preparation in accordance with the Conservation Act 1987 of those parts of draft sports fish and game management plans which relate to Native Game Birds.

### 12.11.4 Duty to have Particular Regard to Advice

The Crown agrees that the Settlement Legislation will provide that any such Fish and Game Council must have particular regard to the advice given by the statutory adviser pursuant to *clause 12.11.3*.

### 12.11.5 Memoranda of Understanding

The Crown agrees that the Minister of Conservation will write to such Fish and Game Councils to recommend to them that they enter into Memoranda of Understanding from time to time with Te Rūnanga.

## 12.12 DEPARTMENT OF CONSERVATION PROTOCOLS

### 12.12.1 Definitions

In this Deed:

*Protocol* means a statement in writing, issued by the Crown through the Minister of Conservation to Te Rūnanga, which sets out how the Department of Conservation will exercise its functions, powers and duties in relation to specified matters within the Ngāi Tahu Claim Area, and how the Department of Conservation will, on a continuing basis, interact with Te Rūnanga and provide for Te Rūnanga's input into its decision-making process.

### 12.12.2 Authority to Issue, Amend or Cancel Protocols

The Crown agrees that the Settlement Legislation will provide for the Minister of Conservation to have power to issue, and, in accordance with *clause 12.12.4*, amend and cancel Protocols.

### 12.12.3 Issue of Protocols

On the Settlement Date the Crown through the Minister of Conservation will issue Protocols in the form set out in *Attachment 12.147* on the following matters:

- (a) cultural materials;
- (b) freshwater fisheries;
- (c) culling of species of interest to Ngāi Tahu;
- (d) historic resources;
- (e) Resource Management Act involvement; and
- (f) visitor and public information.

### 12.12.4 Amendment and Cancellation of Protocols

The Crown agrees that the Settlement Legislation will provide that Protocols may be amended or cancelled at any time by the Crown through the Minister of Conservation, at the initiative of either the Crown or Te Rūnanga, and after consultation with Te Rūnanga and having particular regard to its views.

### 12.12.5 Protocols subject to Crown Obligations

The Crown agrees that the Settlement Legislation will provide that all Protocols shall be issued and amended subject to, and without restriction upon, the obligations of the Minister and the Department of Conservation to discharge their respective functions, powers and duties in accordance with existing law and



government policy from time to time and the Crown's powers to amend policy and introduce legislation amending existing law. This clause is not intended to indicate, and should not be interpreted as indicating, any agreement by Te Rūnanga to any amendment to policy which would adversely affect the redress provided by the Crown pursuant to this Deed or the ability of either party to fulfil its obligations expressed in this Deed.

#### **12.12.6 Noting of Protocols**

The Crown agrees that the Settlement Legislation will provide:

- (a) that the existence of the Protocols, once issued, and as amended from time to time, and including a definition of the Protocols as set out in *clause 12.12.1* and a summary of the terms of issue of the Protocols, shall be noted in conservation management strategies, conservation management plans and national park management plans from time to time affecting the Ngāi Tahu Claim Area; and
- (b) that such noting of the Protocols shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

#### **12.12.7 Enforceability of Protocols**

Te Rūnanga and the Crown agree that the Settlement Legislation will provide that:

- (a) subject to *clause 12.12.4*, the Minister of Conservation must comply with Protocols as long as they remain in force;
- (b) if the Minister of Conservation fails unreasonably to comply with Protocols Te Rūnanga may, subject to the Crown Proceedings Act 1950, enforce Protocols by way of public law action against the Minister of Conservation, except that damages shall not be available as a remedy; and
- (c) any guidelines which are to be developed pursuant to Protocols will not give rise to any enforceable obligations under the Protocols.

#### **12.12.8 Not Breach of Deed**

Te Rūnanga and the Crown acknowledge and agree that any failure by the Minister of Conservation to comply with the Protocols shall not constitute a breach of this Deed.

### 12.12.9 Limitation of Rights

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in this *clause 12.12* or in the Protocols, the Protocols will not of themselves have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to that Act.

## 12.13 TAONGA SPECIES

### 12.13.1 Definitions

In this clause:

*Recovery Plan* means a written statement by the Department of Conservation of its intentions for the conservation of Threatened Species or Endangered Species over a defined period, intended to provide guidance to the Department of Conservation on the allocation of resources and promote discussion with the public, and includes any plan issued by the Minister of Conservation pursuant to section 41(1)(e) of the Wildlife Act 1953;

*Species Recovery Group* means a group of persons appointed for the purpose of making recommendations to the Department of Conservation in relation to a Threatened or Endangered Species, and which includes persons with expertise relating to that Threatened Species from within the Department of Conservation and elsewhere as well as persons who may be otherwise affected by such recommendations;

*Taonga Species* means, for the purposes of this Deed, the species of birds, plants and animals described in *Attachment 12.148* found within the Ngāi Tahu Claim Area;

*Threatened Species* and *Endangered Species* means species of plants, birds and animals which from time to time are assessed by the Department of Conservation to have a high risk of extinction in the short to medium term, unless management intervention occurs, assessed on the basis of the criteria set out in *Molloy and Davis - Setting Priorities for the Conservation of New Zealand's Threatened Plants and Animals, Second Edition October 1994, Department of Conservation*, as those criteria may be revised from time to time.

**12.13.2 Special Association with Taonga Species Acknowledged**

The Crown agrees that the Settlement Legislation will provide an acknowledgement by the Crown of the cultural, spiritual, historic and/or traditional association of Ngāi Tahu with each of the Taonga Species.

**12.13.3 Purpose of Acknowledgement**

The Crown agrees that the Settlement Legislation will provide that, without limiting *clauses 12.13.4 to 12.13.6*, the acknowledgement given by the Crown in *clause 12.13.2* will be for the purposes of *clauses 12.13.7 and 12.13.8* only.

**12.13.4 Exercise of Powers, Duties and Functions**

The Crown agrees that the Settlement Legislation will provide that, except as expressly provided in this *clause 12.13*:

- (a) the acknowledgement given pursuant to *clause 12.13.2* will not affect or be taken into account in the exercise of any power, duty or function of any person or entity under any statute, regulation or bylaw; and
- (b) without limiting *clause 12.13.4(a)*, no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Taonga Species than that person or entity would give under the relevant statute, regulation or bylaw, as if no acknowledgement had been given by the Crown of that association to the Taonga Species.

**12.13.5 Rights of Third Parties**

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in this *clause 12.13*, the acknowledgement given pursuant to *clause 12.13.2* will not affect the lawful rights or interests of any third party from time to time.

**12.13.6 Limitation of Rights**

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in *clause 12.13*, the acknowledgement given pursuant to *clause 12.13.2* will not of itself have the effect of granting, creating or providing evidence of any estate or interest in or any rights of any kind whatsoever relating to any Taonga Species.

**12.13.7 Species Management of all Taonga Species**

The Crown agrees that the Settlement Legislation will provide that, by reason of the acknowledgement made by the Crown in *clause 12.13.2* of the special association of Ngāi Tahu to the Taonga Species, the Minister of Conservation will

be required, with respect to all Taonga Species, including those subject to Recovery Plans or Species Recovery Groups:

- (a) to advise Te Rūnanga in advance of any relevant conservation management strategy reviews or the preparation of any statutory or non-statutory plans, policies, or documents (including any amendments or reviews) relating to any Taonga Species; and
- (b) to consult with and have particular regard to the views of Te Rūnanga when making policy decisions concerning the protection, management or conservation of that Taonga Species, including:
  - (i) recommendations to the Governor-General in Council for the promulgation of any regulations under any enactment;
  - (ii) the preparation of any plans or publications for the advancement, conservation, management and control of that Taonga Species pursuant to section 41(1)(e) of the Wildlife Act 1953; and
  - (iii) proposals for the transfer of Taonga Species into or from the Ngāi Tahu Claim Area and methods of control or protection of the Taonga Species.

#### **12.13.8 Species Recovery Groups**

The Crown agrees that the Settlement Legislation will provide that, by reason of the acknowledgement made by the Crown in *clause 12.13.2* of the special association of Ngāi Tahu to the Taonga Species, the Director-General of Conservation will be required, to the extent that any Taonga Species is a species which is the subject of a Recovery Plan or Species Recovery Group:

- (a) to provide Te Rūnanga with copies of the proceedings and publications of any relevant Species Recovery Group pertaining to that Taonga Species;
- (b) to consult with and have particular regard to the views of Te Rūnanga when making policy decisions concerning the protection, management or conservation of all Taonga Species subject to Species Recovery Groups, including:
  - (i) recommendations to the Minister of Conservation in respect of the promulgation of any regulations under any enactment;



- (ii) the preparation of any plans or publications for the advancement, conservation, management and control of that Taonga Species pursuant to section 41(1)(e) of the Wildlife Act 1953; and
  - (iii) proposals for the transfer of Taonga Species into or from the Ngāi Tahu Claim Area and methods of control or protection of the Taonga Species;
- (c) to invite Te Rūnanga to nominate a person to join any relevant Species Recovery Group pertaining to that Taonga Species, provided that such Taonga Species is one which exists or existed solely or predominantly within the Ngāi Tahu Claim Area. The functions of the Species Recovery Group as described in *clause 12.13.1* will not be altered by reason only of the appointment of the additional Ngāi Tahu member. The Ngāi Tahu member will participate on the same basis as other non-Departmental members; and
- (d) in the case of kakapō, yellow-eyed penguin, black stilt, yellowhead, takahe, South Island saddleback and New Zealand sea lion, to invite Te Rūnanga to nominate a person to join the Species Recovery Groups for those Taonga Species.

#### **12.13.9 Notice of Establishment of Species Recovery Groups**

The Crown agrees that the Settlement Legislation will provide that the Director-General of Conservation will be required to give Te Rūnanga reasonable advance notice of the establishment of a Species Recovery Group in respect of any Taonga Species. Upon the establishment of such a Species Recovery Group, the provisions of *clause 12.13.8* will apply to that Species Recovery Group.

#### **12.13.10 Possession of Specimens of Wildlife**

The Crown agrees that the Settlement Legislation will provide that, notwithstanding anything to the contrary contained or implied in the Wildlife Act 1953 or the Wildlife Regulations 1955, members of Ngāi Tahu Whānui may lawfully have in their possession the dead bodies or any part of the dead bodies of any species of wildlife protected under section 3 of the Wildlife Act 1953 (“specimens”). Possession of specimens may be transferred between members of Ngāi Tahu Whānui by way of gift, bequest or other non-commercial transfer but specimens may not be transferred by way of sale (as defined in the Wildlife Act 1953) whether to other members of Ngāi Tahu Whānui or to any other person or entity. Without limitation, nothing in this clause shall be deemed to permit or authorise the hunting or killing of wildlife other than in accordance with the Wildlife Act 1953.

## 12.14 CUSTOMARY FISHERIES

### 12.14.1 Definitions

In this *clause 12.14*:

*Cockles* means Tuaki – *Austrovenus Stutchburgi*;

*Eel Management Plan* means the document entitled *The Eel Management Plan covering the South Island of New Zealand* prepared by Te Waka a Maui me ona Toka Mahi Tuna;

*Freshwater* and *Freshwater Fish* have the same meaning as in the Conservation Act 1987;

*Individual Transferable Quota* has the same meaning as in section 2 of the Fisheries Act 1996;

*Non-Commercially Harvested Species* means the species listed in *part B of Attachment 12.149*;

*QMA* means a quota management area as provided for in both the Fisheries Act 1983 and the Fisheries Act 1996;

*QMS* means a quota management system as provided for in both the Fisheries Act 1983 and the Fisheries Act 1996;

*Quota* means the amount of the Shellfish Species TACC for which Te Rūnanga has a right of first refusal pursuant to *clause 12.14.14*;

*Shellfish Species* means for the purposes of this Deed the species listed in *Part C of Attachment 12.149*;

*Shellfish Species TACC* means the Total Allowable Commercial Catch for Shellfish Species which have been made subject to the QMS allocated to the Crown pursuant to section 49(3) of the Fisheries Act 1996;

*South Island Fisheries Waters* means the area shown on *Allocation Plan NT 506*;

*Taonga Fish Species* means for the purposes of this Deed the species listed in *Part A of Attachment 12.149*;

*Total Allowable Commercial Catch* means the total allowable commercial catch set by the Minister of Fisheries pursuant to sections 20 and 21 of the Fisheries Act 1996 in respect of the QMA relating to each quota management stock.

**12.14.2 Special Association with Certain Fisheries Acknowledged**

The Crown agrees that the Settlement Legislation will provide an acknowledgement by the Crown of the cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Taonga Fish Species.

**12.14.3 Purpose of Acknowledgement**

The Crown agrees that the Settlement Legislation will provide that, without limiting *clauses 12.14.4 to 12.14.6*, the acknowledgement given by the Crown in *clause 12.14.2* will be for the purposes of *clauses 12.14.7 to 12.14.10* only.

**12.14.4 Exercise of Powers, Duties and Functions**

The Crown agrees that the Settlement Legislation will provide that, except as expressly provided in *clause 12.14.8* and *clause 12.14.10*:

- (a) the acknowledgement given pursuant to *clause 12.14.2* will not affect or be taken into account in the exercise of any power, duty or function of any person or entity under any statute, regulation or bylaw; and
- (b) without limiting *clause 12.14.4(a)*, no person or entity, in considering any matter or making any decision or recommendations under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Taonga Fish Species than that person or entity would give under the relevant statute, regulation or bylaw, as if no acknowledgement had been given by the Crown of that association to the Taonga Fish Species.

**12.14.5 Rights of Third Parties**

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in this *clause 12.14*, the acknowledgement given pursuant to *clause 12.14.2* will not affect the lawful rights or interests of any third party from time to time.

**12.14.6 Limitation of Rights**

The Crown agrees that the Settlement Legislation will provide that, unless expressly provided in this *clause 12.14*, the acknowledgement given pursuant to *clause 12.14.2* will not of itself have the effect of granting, creating or providing evidence of any estate or interest in or any rights of any kind whatsoever relating to the Taonga Fish Species.

**12.14.7 Establishment of Advisory Committee under the Fisheries Acts**

The Crown agrees that the Minister of Fisheries will appoint Te Rūnanga as an advisory committee pursuant to section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995, to provide advice to the Minister of Fisheries

on all matters concerning the management and conservation under the Fisheries Act 1983 and Fisheries Act 1996 of fisheries within the Ngāi Tahu Claim Area.

**12.14.8 Management of Taonga Fish Species under Fisheries Act**

The Crown agrees that the Settlement Legislation will provide that, by reason of the acknowledgement made by the Crown in *clause 12.14.2* of the special association of Ngāi Tahu to the Taonga Fish Species, when making policy decisions concerning the protection, management, use or conservation of the Taonga Fish Species within the Ngāi Tahu Claim Area, to the extent that the Minister of Fisheries is responsible for those Taonga Fish Species, including the promulgation of any regulations under any enactment, the Minister of Fisheries will be required to consult with the advisory committee appointed pursuant to *clause 12.14.7* and recognise and provide for the association of Ngāi Tahu with the Taonga Fish Species, consistent with the overall objectives of the Fisheries Acts.

**12.14.9 Establishment of Advisory Committee under Conservation Act 1987**

The Crown agrees that the Minister of Conservation will appoint Te Rūnanga as an advisory committee pursuant to section 56 of the Conservation Act 1987, to provide advice to the Minister of Conservation on all matters concerning the management and conservation by the Department of Conservation of freshwater fisheries within the Ngāi Tahu Claim Area.

**12.14.10 Management of Taonga Fish Species under Conservation Act 1987**

The Crown agrees that the Settlement Legislation will provide that, by reason of the acknowledgement made by the Crown in *clause 12.14.2* of the special association of Ngāi Tahu to the Taonga Fish Species, in all matters concerning the management and conservation by the Department of Conservation of Taonga Fish Species within the Ngāi Tahu Claim Area the Minister of Conservation shall, without derogating from his or her obligations under section 4 of the Conservation Act 1987 to give effect to the principles of the Treaty of Waitangi, consult with and have particular regard to the advice of the advisory committee appointed pursuant to *clause 12.14.9*.

**12.14.11 Customary Fishing Regulations**

The Crown agrees:

- (a) that the Settlement Legislation will provide for an amendment to section 26ZH of the Conservation Act 1987 to provide that where there are any regulations applying to Māori fishing rights for freshwater fish under Part VB of that Act within South Island Fisheries Waters, and for so long as such regulations remain in force, section 26ZH shall not apply to that Part of that Act or to such regulations;



- (b) that the Settlement Legislation will provide for an amendment to section 48A of the Conservation Act 1987 to provide for the making of regulations with the purpose of providing for customary Māori fishing rights with respect to Freshwater Fisheries within South Island Fisheries Waters. Such regulations will be both consistent with the provisions of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and the Conservation Act 1987, and provide for input by Ngāi Tahu and other South Island iwi into the integrated management (including control) by the Minister of Conservation of the freshwater fisheries to which the regulations apply;
- (c) that the Settlement Legislation will provide that, without limiting the generality of, and subject to, *clause 12.14.11(b)*, regulations made under that clause may:
- (i) provide for freshwater fishing for the purposes of customary food gathering by Māori, and for access to the places where such customary food gathering may be undertaken;
  - (ii) provide for a process including public notification and dispute resolution to identify and confirm the appointment and the cancellation or revocation of such appointment of any Tangata Kaitiaki/Tiaki of the tāngata whenua for the purpose of identifying and managing any food gathering area;
  - (iii) empower any Tangata Kaitiaki/Tiaki of the tāngata whenua to authorise the taking of freshwater fish for customary food gathering from within any food gathering area for which the Tangata Kaitiaki/Tiaki has been appointed;
  - (iv) provide for Tangata Kaitiaki/Tiaki to manage customary food gathering of freshwater fish administered under the Conservation Act 1987;
  - (v) provide for such matters as may be necessary or desirable to achieve the proper administration of the regulations, including recording of authorisations, provision of reports and meetings by tāngata whenua, the provision of information and assistance by the Minister of Conservation, and for the power of the Minister to intervene and the circumstances in which the Minister may intervene;
  - (vi) provide for such matters as may be necessary or desirable to achieve compliance with the regulations, including the appointment of honorary warranted officers under the Conservation Act 1987; and

- (vii) prescribe offences for the breach of any regulations and for penalties for any breach;
- (d) that regulations with the purpose of providing for Māori fishing rights with respect to Freshwater Fisheries in the South Island administered under the Conservation Act 1987 shall be made, which, subject to the outcome of a public consultation process, shall without limitation include provisions consistent with the principles of Parts I, II, III, VI, VII, VIII and IX of the proposed draft Kaimoana (Māori Customary Non-Commercial Fishing) Regulations;
- (e) that the regulations referred to in *clause 12.14.11(d)* shall be notified in the New Zealand Gazette as soon as reasonably practicable after the Settlement Date but in any event no later than 2 years after the Settlement Date;
- (f) that:
- (i) if the proposed draft Kaimoana (Māori Customary Non-Commercial Fishing) Regulations have not been promulgated and come into force as at the date on which the Settlement Legislation is introduced, regulations in respect of all fisheries in the South Island Fisheries Waters administered under the Fisheries Act 1983 and the Fisheries Act 1996 shall, subject to *clause 12.14.11(f)(ii)*, be made in accordance with the provisions of section 186 of the Fisheries Act 1996; and
- (ii) following agreement in substance between Te Rūnanga and the Crown as to the content of the draft regulations, the regulations made under *clause 12.14.11(f)(i)* shall, subject to a consultation process being conducted with persons or groups which the Minister of Fisheries considers have an interest in fisheries in the South Island Fisheries Waters on those parts of the regulations dealing with the application for and management of mataitai reserves, be consistent with the form of the draft Kaimoana (Māori Customary Non-commercial Fishing) Regulations as approved by Cabinet on 4 August 1997 and annexed as *Attachment 12.150*, subject to such variation as may be agreed by Te Rūnanga and the Crown; and
- (g) that, if applicable, the regulations referred to in *clause 12.14.11(f)* shall be notified in the *New Zealand Gazette* no later than 41 Business Days after the Settlement Date.



#### 12.14.12 Non-Commercially Harvested Species

The Crown agrees that the Settlement Legislation will provide that the names of each of the Non-Commercially Harvested Species will be added as a totally prohibited target species in part B of subclass (5) of each of:

- (a) clause 14A of the Fisheries (Challenger Area Commercial Fishing) Regulations 1986;
- (b) clause 11AA of the Fisheries (South-East Area Commercial Fishing) Regulations 1986; and
- (c) clause 15CA of the Fisheries (Southland and Sub-Antarctic Areas Commercial Fishing) Regulations 1986.

#### 12.14.13 Commercial Take

The Crown confirms that if it can be demonstrated that there is sufficient of a Non-Commercially Harvested Species (in excess of non-commercial requirements) to provide for a commercial catch, the Minister of Fisheries will consult the advisory committee appointed pursuant to *clause 12.14.7*, in accordance with the provisions of section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and sections 12 and 13(3) of the Fisheries Act 1996, in respect of any proposal affecting that species. If commercial fishing is considered to be possible, the Minister shall recognise and provide for the extent of Ngāi Tahu's non-commercial interests in determining whether to bring that species into a commercial fishing regime, consistent with the provisions of section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and section 21 of the Fisheries Act 1996.

#### 12.14.14 Right of First Refusal to Purchase Shellfish Quota

The Crown agrees that the Settlement Legislation will provide that, in the event that any of the Shellfish Species are to be made subject to the QMS, then the Crown will, subject to *clause 12.14.15*, grant Te Rūnanga a right of first refusal to purchase from the Crown up to 40% of the Total Allowable Commercial Catch in respect of the Shellfish Species allocated to the Crown pursuant to section 49(3) of the Fisheries Act 1996, in respect of any QMA in the Ngāi Tahu Claim Area (or, in respect of any proportion of a QMA in the Ngāi Tahu Claim Area, up to 40% of an equivalent proportion of the Total Allowable Commercial Catch in respect of the Shellfish Species) on terms and conditions (including price) determined by the Crown and, subject to *clause 12.14.18*, under the relevant process existing at that time for offering the quota held by the Crown.

**12.14.15 Exceptions to Right of First Refusal**

The Crown agrees that the Settlement Legislation will provide that the right of first refusal provided for in *clause 12.14.14*:

- (a) will not apply in respect of any provisional individual transferable quota allocated to the Crown under section 49 of the Fisheries Act 1996;
- (b) will not apply in respect of any individual transferable quota acquired by any means by the Crown after the initial allocation of individual transferable quota; and
- (c) shall not be construed as requiring the Crown to purchase any provisional catch history or other catch rights pursuant to section 37 of the Fisheries Act 1996 prior to the allocation of individual transferable quota.

**12.14.16 Aggregation Rules in Respect of Right of First Refusal**

To the extent that the aggregate of the percentage of Quotas purchased by Te Rūnanga pursuant to the right of first refusal provided for in *clause 12.14.14*, together with any percentage of quota received by Te Rūnanga from the Treaty of Waitangi Fisheries Commission, exceeds limits on aggregation of holding quota pursuant to section 28W of the Fisheries Act 1983 (or section 59 of the Fisheries Act 1996, when this section comes into effect) the Settlement Legislation will provide that Te Rūnanga shall be deemed to have received the consent of the Minister of Fisheries pursuant to section 28W(3) of the Fisheries Act 1983 (or section 60 of the Fisheries Act 1996, as the case may be) to hold such excess percentage of quota.

**12.14.17 Further Acquisition of Quota**

If Te Rūnanga wishes from time to time to acquire additional quota over and above the aggregate percentage of quota in respect of which the Minister is deemed to have given consent pursuant to *clause 12.14.16*, Te Rūnanga shall apply for the consent of the Minister of Fisheries in respect of such additional quota in accordance with section 28W(3) of the Fisheries Act 1983 (or section 60 of the Fisheries Act 1996, as the case may be) and any such acquisition shall not affect Te Rūnanga's rights under *clause 12.14.14*.

**12.14.18 Exercise of Right of First Refusal**

The Crown agrees that the Settlement Legislation will provide for the terms of exercise of the right of first refusal for Quota described in *clause 12.14.14* as follows:

- (a) the Crown, through the Minister of Fisheries, will notify Te Rūnanga at least 10 Business Days in advance of the intention of the Minister of Fisheries to

- offer to the public for sale any part of the Shellfish Species TACC and will in that notice provide to Te Rūnanga such commercial information as the Minister of Fisheries normally makes available whether on request or otherwise, in the course of an offer to the public of TACC for shellfish species in general;
- (b) following any such offer to the public, if the Minister of Fisheries wishes to sell to the public any part of the Shellfish Species TACC, he or she will first offer the Quota to Te Rūnanga in a written notice setting out all of the terms and conditions (including price) of the proposed sale of the Quota;
- (c) if Te Rūnanga wishes to exercise its right of first refusal to purchase part or all of the Quota it will accept the offer in writing, by no later than 5.00 pm on the 4th Business Day following receipt of the notice given by the Minister of Fisheries pursuant to *clause 12.14.18(b)*, and pay the full purchase price for the amount of Quota which it accepts within the time specified in that notice (which period shall commence on the date of acceptance of the offer and be no less than that period which the Minister of Fisheries would normally require in the course of an offer to the public of TACC for shellfish species in general);
- (d) such notification of acceptance and payment shall be made in the manner directed in the notice offering the Quota to Te Rūnanga;
- (e) if Te Rūnanga fails or declines to exercise its right of first refusal in the manner provided in *clauses 12.14.18(c)* and *(d)* to accept all or any part of the Quota offered as provided in *clause 12.14.18(b)* then, subject to *clauses 12.14.18(g)* and *(h)*, Te Rūnanga's right of first refusal in respect of Quota which has not been accepted shall lapse, at the earlier of the expiry of the period specified in *clause 12.14.18(c)* or the date on which Te Rūnanga declines to exercise its right of first refusal;
- (f) if Te Rūnanga's right of first refusal has lapsed pursuant to *clause 12.14.18(e)* in respect of any Quota which has not been accepted the Minister of Fisheries shall be free to sell such Quota to any other person, provided that the terms and conditions of the sale (including price) are no more favourable to the purchaser than those offered to Te Rūnanga;
- (g) before selling any Quota pursuant to *clause 12.14.18(f)* the Minister of Fisheries shall notify Te Rūnanga in writing of the terms and conditions (including price) of the proposed sale (which Te Rūnanga shall keep strictly confidential). If by the end of the Business Day following the day on which the Minister of Fisheries notifies Te Rūnanga of such proposed sale the



Minister of Fisheries does not receive written notice from Te Rūnanga stating that, in Te Rūnanga's opinion, the terms and conditions of the proposed sale (including price) are more favourable to another purchaser than the terms and conditions (including price) offered to Te Rūnanga under *clause 12.14.18(b)*, the Minister of Fisheries may sell the Quota in accordance with those terms and conditions (including price);

- (h) if the Minister of Fisheries does receive the notice referred to in *clause 12.14.18(g)* within the prescribed period then the provisions of *clause 12.14.19* shall apply;
- (i) if the Minister of Fisheries wishes to sell such Quota on terms more favourable to another purchaser, he or she shall first offer the Quota to Te Rūnanga on those terms and conditions (including price), in accordance with the procedures set out in this *clause 12.14.18* (excepting *clause 12.14.18(a)*);
- (j) if the Minister of Fisheries wishes to re-offer such Quota to the public for sale, he or she shall be obliged to comply with all of the procedures set out in this *clause 12.14.18*; and
- (k) the right of first refusal provided for in this *clause 12.14* shall not be assignable by Te Rūnanga.

#### **12.14.19 Arbitration Process**

If the Minister of Fisheries receives a notice as provided in *clause 12.14.18(h)* then the following process shall apply:

- (a) the Minister of Fisheries and Te Rūnanga shall attempt to appoint jointly a suitably qualified and experienced independent person to determine whether or not the terms and conditions (including price) of the proposed sale are more favourable to another purchaser than the terms and conditions (including price) offered to Te Rūnanga;
- (b) if, by the end of the 3rd Business Day following the date of receipt by the Minister of Fisheries of the notice referred to in *clause 12.14.18(h)*, the Minister of Fisheries and Te Rūnanga cannot agree on the person to be appointed under *clause 12.14.19(a)*:
  - (i) if the Minister of Fisheries and Te Rūnanga agree on a third party who should be asked to make the appointment, the Minister of Fisheries shall request the agreed third party to appoint a person to determine whether or not the terms and conditions (including price) of the

proposed sale are more favourable than the terms and conditions (including price) offered to Te Rūnanga; and

- (ii) if the Minister of Fisheries and Te Rūnanga have not agreed on a third party who should be asked to make the appointment or that third party has not accepted appointment, the Minister of Fisheries shall request the President of the New Zealand Law Society or his or her nominee to appoint a person to determine whether or not the terms and conditions (including price) of the proposed sale are more favourable to another person than the terms and conditions (including price) offered to Te Rūnanga;
- (c) any third party appointed under *clause 12.14.19(b)* shall accept appointment on the basis that such appointment requires him or her to comply with *clause 12.14.19(d)*;
- (d) upon receipt of the request, the person agreed under *clause 12.14.19(b)* or President of the New Zealand Law Society or his or her nominee shall appoint a suitably qualified and experienced independent person as soon as practicable and immediately notify the Minister of Fisheries and Te Rūnanga of that appointment;
- (e) the Minister of Fisheries or Te Rūnanga may make submissions to the person, so long as such submissions are received by the person by no later than 5.00 pm on the 2nd Business Day following the date of his or her appointment;
- (f) the person appointed under *clause 12.14.19(b)* shall determine whether or not the terms and conditions (including price) of the proposed sale are more favourable to another purchaser than the terms and conditions (including price) offered to Te Rūnanga within 4 Business Days of his or her appointment;
- (g) upon making a determination under *clause 12.14.19(f)* the person shall immediately give notice in writing to the Minister of Fisheries and Te Rūnanga of that determination;
- (h) if the determination of the person appointed under *clause 12.14.19* is that the terms and conditions (including price) of the proposed sale are not more favourable to another purchaser than the terms and conditions (including price) offered to Te Rūnanga, the Minister of Fisheries may sell the Quota in accordance with those terms and conditions (including price);

- (i) if the person's determination is that the terms and conditions (including price) of the proposed sale are more favourable to another purchaser than the terms and conditions (including price) offered to Te Rūnanga, then the provisions of *clause 12.14.18* shall apply (excepting *clause 12.14.18(a)*);
- (j) the cost of the person's determination under *clause 12.14.19(f)* shall be borne:
  - (i) by the Minister of Fisheries if that determination is that the terms and conditions (including price) of the proposed sale are more favourable to another purchaser than the terms and conditions (including price) offered to Te Rūnanga; or
  - (ii) by Te Rūnanga if that determination is that the terms and conditions of the proposed sale are no more favourable to another purchaser than the terms and conditions (including price) offered to Te Rūnanga;
- (k) notwithstanding any other enactment or rule of law, no court or tribunal shall have jurisdiction to inquire into, or to make any finding or recommendation in respect of:
  - (i) a determination made under *clause 12.14.19(f)*; or
  - (ii) any appointment under *clause 12.14.19(d)*; and
- (l) in respect of the various periods specified in this clause, time shall be of the essence.

#### **12.14.20 Assessment by Crown in respect of Cockles**

The Crown agrees that it will undertake to assess as soon as practicable the existing level of non-commercial use in the areas currently being commercially fished for Cockles in Otago, and advise Te Rūnanga of the results.

#### **12.14.21 Information Arising out of Assessment**

The Crown confirms that the information arising out of the assessment to be undertaken pursuant to *clause 12.14.20* is information which will be taken into account by the Minister of Fisheries, consistent with section 10 of the Fisheries Act 1996, and in accordance with section 21 of the Fisheries Act 1996, when setting the Total Allowable Commercial Catch for Cockles.

#### **12.14.22 Temporary closure of Fisheries**

The Crown agrees that the Settlement Legislation will amend Part IX of the Fisheries Act 1996 to re-establish provisions for temporary closure of fisheries,





(such amendment to come into effect no later than 3 months after the Settlement Date) incorporating the following principles:

- (a) any person, including representatives of the tangata whenua, may request the Minister of Fisheries to:
  - (i) temporarily close any area of South Island Fisheries Waters in respect of any species of fish, aquatic life or seaweed; or
  - (ii) temporarily restrict or prohibit the use of any fishing method in any part of South Island Fisheries Waters;
- (b) such temporary closure, restriction or prohibition will be at the discretion of the Minister of Fisheries;
- (c) any one temporary closure or restriction period may not exceed 2 years, but may be reviewed and extended for further periods which may not exceed 2 years, at the discretion of the Minister of Fisheries if he or she deems an extension necessary to achieve the purpose of the temporary closure;
- (d) no closure may take place unless the Minister of Fisheries has first consulted appropriately with representatives of persons whom the Minister of Fisheries considers have an interest in the stock or area affected, including tangata whenua, environmental, commercial, recreational and local community interests; and
- (e) the closure must, in the opinion of the Minister of Fisheries, be likely to assist in rebuilding fish stock or part of fish stock in the affected area or be likely to assist in recognising the use and management practices of tangata whenua.

#### **12.14.23 National Temporary Closure Legislation**

Te Rūnanga and the Crown agree that, if legislation providing for amendment to the Fisheries Act 1996 on a national basis for temporary closure of fisheries and incorporating the principles set out in *clause 12.14.22* is enacted prior to the Settlement Legislation being enacted, then the Crown will seek to remove the relevant clauses of the Settlement Legislation.

#### **12.14.24 Background to Eel Management Plan**

The Crown affirms its commitment to the Fisheries Deed of Settlement dated 18 September 1992. The Crown confirms its current policy that all commercial non-QMS fish species should be introduced into the QMS as quickly as practicable. In particular, the Crown confirms its commitment to acquire 20% of

those commercial species outside the QMS upon, or before, the introduction of those species into the QMS, and to deliver that 20% to the Treaty of Waitangi Fisheries Commission for Māori no later than upon the introduction of those species into the QMS. The Crown intends to implement such processes as are necessary to effect the introduction of all commercial non-QMS species into the QMS as quickly as practicable subject to its obligation to consult with the Treaty of Waitangi Fisheries Commission on those processes and on the timing of the introduction of species into the QMS. The Crown confirms that pursuant to section 19(7) of the Fisheries Act 1996 it also has obligations to consult with such persons or organisations as the Minister of Fisheries considers are representative of those classes of persons having an interest in the matter when introducing new species into the QMS.

#### **12.14.25 Specific Commitments to Certain Proposals in Eel Management Plan**

The Crown agrees that it will commit to the following specific proposals based on the Eel Management Plan:

- (a) the introduction as soon as practicable of legislation required pursuant to section 39(3) of the Fisheries Act 1996 to facilitate the introduction of eels in the South Island into the QMS. Subject to such legislation being enacted in time, the Crown will use reasonable endeavours to achieve the introduction of eels in the South Island into the QMS at the earliest possible date after 1 October 1998 but in any event will introduce the eel fishery into the QMS no later than 1 October 2000;
- (b) the Te Waihora (Lake Ellesmere) controlled fishery will be revoked on 31 January 1998 and the commercial fishery on the lake will become managed by individual quotas from 1 February 1998, with provision for 20% of the total catch limit being made available for allocation to the Treaty of Waitangi Fisheries Commission;
- (c) subject to the legislation referred to in *clause 12.14.25(a)* being enacted, the establishment of 6 catchment based QMA's for the eel fishery in the South Island; and
- (d) subject to the legislation referred to in *clause 12.14.25(a)* being enacted, to recognise the eel fishery as having two distinct species of long and short fin eels, and manage them as such where practicable.

#### **12.14.26 Support of General Objectives of Eel Management Plan**

The Crown confirms that while it supports the general objectives of the Eel Management Plan, the commitments to implement the specific proposals set out in *clause 12.14.25* are made pursuant to this Deed. While the Crown is not

precluded from undertaking any other proposals outlined in the Eel Management Plan, it shall do so at its complete discretion.

## **12.15 RESOURCE MANAGEMENT ACT 1991**

### **12.15.1 Definitions**

In this clause:

*Iwi Management Plan* means any relevant planning document recognised by Te Rūnanga;

*National Environmental Indicators Programme* means a programme to be developed and maintained by the Ministry for the Environment to establish a core set of nationally standardised environmental indicators that will help assess the state of the environment and help monitor the outcomes of environment policies, including the Environment 2010 Strategy and key legislation, such as the Resource Management Act 1991.

### **12.15.2 Development of Feedback Process**

The Crown agrees that it will, through the Ministry for the Environment and within the next financial year following the Settlement Date, develop a process, in consultation with Te Rūnanga, for Te Rūnanga to provide feedback to the Ministry for the Environment on how Treaty of Waitangi obligations under the Resource Management Act 1991 are being addressed in the Ngāi Tahu Claim Area.

### **12.15.3 Monitoring Performance of Councils**

The Crown agrees that staff of the Ministry for the Environment will meet with district and regional councils within the Ngāi Tahu Claim Area at least annually from the Settlement Date (unless otherwise agreed with Te Rūnanga) to monitor, in accordance with the Ministry's functions under section 24 of the Resource Management Act 1991, the performance of those councils in implementing the Treaty provisions in the Resource Management Act 1991.

### **12.15.4 Ministry for the Environment Work Projects**

The Crown agrees that it will, within 3 years from the Settlement Date and through the Ministry for the Environment:

- (a) complete a survey of local authorities in the Ngāi Tahu Claim Area in consultation with Te Rūnanga (and, as appropriate, local authorities) to monitor how Iwi Management Plans are being dealt with in that area;
- (b) pursue the development (in consultation with Te Rūnanga) of a set of indicators relating to water, air and land, within the framework of the

National Environmental Indicators Programme, incorporating Māori values. The Crown will, through the Ministry for the Environment, work with Te Rūnanga to obtain information on Māori values in relation to land and water;

- (c) work with Te Rūnanga to undertake a case study in the Ngāi Tahu Claim Area pursuant to the Ministry for the Environment's monitoring functions under section 24 of the Resource Management Act 1991, to investigate how Treaty of Waitangi obligations and responsibilities specified in the Resource Management Act 1991 are working in practice.

## **12.16 COASTAL MANAGEMENT**

### **12.16.1 Definitions**

In this clause:

*Coastal Marine Area* has the same meaning as in the Resource Management Act 1991;

*Subject Areas* means the areas described in *Attachments 12.151 to 12.155*.

### **12.16.2 Statutory Acknowledgement**

The Crown agrees that the Settlement Legislation will provide that:

- (a) the Subject Areas shall be Statutory Areas for the purposes of *clauses 12.2.2 to 12.2.5 and 12.2.10 to 12.2.14* inclusive of this Deed; and
- (b) the definition of *Statutory Acknowledgement* set out in *clause 12.2.1* shall apply to the Subject Areas for the purposes of this clause, modified as necessary to exclude the terms of *clauses 12.2.6 to 12.2.9* inclusive.

### **12.16.3 Resource Management Act 1991**

The Crown acknowledges and agrees that the Minister for the Environment and the Minister of Conservation, after deciding to exercise any monitoring function prescribed in either of sections 24 or 28 of the Resource Management Act 1991 relating to management of Coastal Marine Areas within the Ngāi Tahu Claim Area, shall, before exercising such functions, consult with Te Rūnanga and have particular regard to its views with respect to the manner in which the functions will be carried out.

## 12.17 COASTAL TENDERING

### 12.17.1 Definitions

In this clause:

*Authority* means any licence, right, permit or other authority issued by a Minister of the Crown in relation to any of the matters described in *clauses 12.17.8(a) or 12.17.8(b)* but does not include:

- (a) any Coastal Permit; or
- (b) any Rule of a Regional Coastal Plan or Proposed Regional Coastal Plan; or
- (c) any Authorisation;

*Authorisation* means an authorisation granted by the Minister of Conservation pursuant to section 161 of the Resource Management Act 1991;

*Coastal Marine Area* has the same meaning as in section 2(1) of the Resource Management Act 1991;

*Coastal Permit* has the same meaning as in section 2(1) of the Resource Management Act 1991;

*Minister* means the Minister of Conservation;

*Proposed Regional Coastal Plan* means a proposed plan within the meaning of section 2(1) of the Resource Management Act 1991 which, once it has become operative under clause 20 of the First Schedule to that Act, will be a Regional Coastal Plan;

*Regional Coastal Plan* has the same meaning as in section 2(1) of the Resource Management Act 1991;

*Rule* means a rule made as part of a Regional Coastal Plan in accordance with section 68 of the Resource Management Act 1991.

### 12.17.2 Right of Te Rūnanga to Purchase Authorisations

The Crown agrees that the Settlement Legislation will provide that, in the event that the Minister offers by public tender in accordance with section 157 of the Resource Management Act 1991, Authorisations for any part of the Coastal Marine Area within the Takiwa of Ngāi Tahu Whānui, Te Rūnanga shall have a preferential right, exercisable in accordance with and subject to *clause 12.17.3*, to purchase such of those Authorisations as qualify in terms of the following criteria:

- (a) the area of the Coastal Marine Area to which those Authorisations relate, together with the area for all other Authorisations previously granted to Te Rūnanga under *clause 12.17.3(f)* must not exceed 10% (in terms of area) of all Authorisations granted or which will be granted in that tender round, under section 161 of the Resource Management Act 1991 in respect of the Takiwa of Ngāi Tahu Whānui (unless any excess area is a necessary consequence of the size and shape of the particular portion of Coastal Marine Area for the Authorisation to which that tender relates); and
- (b) the quality of the relevant portions of the Coastal Marine Area to which the Authorisations relate must be of not less than fair average quality relative to the quality of those portions for all Authorisations which are the subject of that tender.

### 12.17.3 Exercise of Right to Purchase Authorisations

The Crown agrees that the Settlement Legislation will provide that the right to purchase Authorisations described in *clause 12.17.2* shall be exercisable as follows:

- (a) at least 10 Business Days in advance of any offer by public tender pursuant to section 157 of the Resource Management Act 1991 of Authorisations for the whole or any part of the Takiwa of Ngāi Tahu Whānui, the Minister will notify Te Rūnanga of that intended offer and will provide to Te Rūnanga, or ensure Te Rūnanga has reasonable access to any information which would be included in the public notice of the offer of Authorisations pursuant to section 157 of that Act, or which the Minister would make available, upon request, to any other tenderer or member of the public who so requested;
- (b) after considering tenders submitted for any part of the Takiwa of Ngāi Tahu Whānui pursuant to section 158 of the Act, the Minister shall give written notice to Te Rūnanga:
  - (i) offering to Te Rūnanga, on the terms and conditions (including as to remuneration) specified in the tender or tenders most preferred by the Minister for each Authorisation, that Authorisation or those Authorisations (if more than one) which the Minister considers would satisfy the conditions of *clauses 12.17.2(a)* and *(b)*. Where the only tender is the tender deemed to have been lodged by Te Rūnanga under *clause 12.17.6(a)*, or where there are other tenders but the Minister decides not to accept any of those other tenders, the deemed tender shall, for the purposes of this *clause 12.17.3(b)(i)*, be the tender most preferred by the Minister for that Authorisation; and



- (ii) specifying the terms and conditions (including as to remuneration) of every other tender that the Minister proposes to accept for any part of the Takiwa of Ngāi Tahu Whānui (which information Te Rūnanga shall keep strictly confidential), the size, shape and location of the Authorisations to which those tenders relate and such other information (if any) as to those Authorisation and tender as the Minister considers would be made available, upon request, to any other tenderer or member of the public who so requested;
- (c) without limiting the ability of Te Rūnanga and the Crown to discuss any matters they so desire, by no later than 5.00 pm on the 3rd Business Day following receipt of the notice given by the Minister pursuant to *clause 12.17.3(b)*, Te Rūnanga shall either:
- (i) notify the Minister in writing that Te Rūnanga accepts the Minister's offer under *clause 12.17.3(b)(i)* and pay any remuneration then due for the Authorisation or Authorisations within the period specified in that notice (which period shall be no less than that which would have applied to the relevant tenderer and shall commence on the date notice is received by Te Rūnanga);
  - (ii) notify the Minister in writing of any different Authorisation or Authorisations specified in the notice given by the Minister under *clause 12.17.3 (b)(ii)* which Te Rūnanga would prefer and regards as qualifying in terms of the criteria in *clause 12.17.2(a)* and *(b)*; or
  - (iii) notify the Minister in writing that Te Rūnanga does not wish to exercise its right to acquire any of the Authorisations so offered,
- provided that if Te Rūnanga fails to give any such notice within that time period, *clause 12.17.3(g)* shall apply;
- (d) if Te Rūnanga specifies to the Minister under *clause 12.17.3(c)(ii)* any different Authorisation or Authorisations that it would prefer to be offered, the Minister shall by no later than 5.00 pm on the 2nd Business Day following receipt of that notice from Te Rūnanga, give written notice to Te Rūnanga either:
- (i) offering to Te Rūnanga its preferred Authorisation or Authorisations, on the terms and conditions (including as to remuneration) specified in the applicable tenders (and specified in that notice); or



- (ii) informing Te Rūnanga that the Minister has determined not to offer Te Rūnanga its preferred Authorisation or Authorisations,

provided that if the Minister fails to give either such notice within that time period, the Minister shall then be deemed to have given Te Rūnanga notice in terms of *clause 10.21.3(d)(ii)*;

- (e) if, in accordance with *clause 12.17.3(d)(i)*, the Minister offers to Te Rūnanga its preferred Authorisation or Authorisations, Te Rūnanga shall, by no later than 5.00 pm on the 3rd Business Day following receipt of the notice given by the Minister pursuant to *clause 12.17.3(d)*, either:
  - (i) notify the Minister in writing that Te Rūnanga accepts the Minister's offer under *clause 12.17.3(d)(i)* and pay any remuneration then due for the Authorisation or Authorisations within the period specified in that notice (which period shall be no less than that which would have applied to the relevant tenderer and shall commence on the date notice is received by Te Rūnanga); or
  - (ii) notify the Minister in writing that Te Rūnanga does not wish to exercise its right to purchase the Authorisation or Authorisations so offered;

provided that if Te Rūnanga fails to give any such notice within that time period, *clause 12.17.3(g)* shall apply;

- (f) if Te Rūnanga gives notice to the Minister:
  - (i) under *clause 12.17.3(c)(i)* that it accepts the Minister's offer under *clause 12.17.3(b)*; or
  - (ii) under *clause 12.17.3(e)(i)* that it accepts the Minister's offer under *clause 12.17.3(d)(i)*;

the Minister shall, in accordance with section 161 of the Act, grant the Authorisation or Authorisations to Te Rūnanga accordingly;

- (g) if Te Rūnanga fails or declines to exercise its right to purchase any Authorisation in the manner and within the applicable periods specified in *clauses 12.17.3(c)* or *12.17.3(e)*:
  - (i) subject to *clauses 12.17.3(g)(ii)* to *(iv)*, upon the expiry of the applicable periods specified in *clauses 12.17.3(c)* or *12.17.3(e)* or the



date on which Te Rūnanga declines to exercise its right to purchase an Authorisation (whichever is the earlier), Te Rūnanga's right to purchase that Authorisation pursuant to that tender round shall lapse;

- (ii) the Minister shall be free to grant any Authorisation in respect of which Te Rūnanga's right to purchase has so lapsed to any other tenderer, on identical terms and conditions (including as to remuneration) to those offered to Te Rūnanga;
- (iii) the Minister shall be free to grant such Authorisation to any other tenderer on terms and conditions different from those upon which the Minister offered the Authorisation to Te Rūnanga, provided that the Minister has first offered the Authorisation to Te Rūnanga on those new terms, in accordance with the procedures set out in this *clause 12.17.3* (excepting *clauses 12.17.3(a), 12.17.3(c)(i), 12.17.3(d)* and *12.17.3(e)*) and Te Rūnanga has failed or declined to exercise its right to purchase the Authorisation on those new terms and conditions accordingly; and
- (iv) if the Minister wishes to re-offer the Authorisation by public tender in accordance with section 157 of the Resource Management Act 1991, the Minister must comply with all of the procedures set out in this *clause 12.17.3*.

#### 12.17.4 Resolution of Disputes

Te Rūnanga and the Crown agree that the following provisions shall apply in the event that Te Rūnanga seek to dispute any notice given by the Minister under *clause 12.17.3(d)(ii)* or deemed to be so given by the proviso to *clause 12.17.3(d)*;

- (a) in respect of the various time limits specified in *clauses 12.17.3(b), 12.17.3(c),* and *12.17.3(e)* time shall be of the essence;
- (b) if Te Rūnanga disputes any notice given by the Minister under *clause 12.17.3(d)(ii)* or deemed to be so given by the proviso to *clause 12.17.3(d)* it may give notice in writing to the Minister by no later than 5.00 pm on the 2nd Business Day following receipt of the notice from the Minister that it seeks that the dispute be referred to arbitration, and the parties agree that the dispute shall thereupon be referred to arbitration under the Arbitration Act 1996, in accordance with this *clause 12.17.4*, provided that if Te Rūnanga fails to give such notice within the period specified it shall be deemed not to dispute the Minister's notice;
- (c) the arbitration shall be conducted by a single arbitrator:

- (i) appointed by the parties if, by 5.00 pm on the next Business Day following the day of receipt by the Minister of the notice given by Te Rūnanga under *clause 12.17.4(b)*, the parties so agree and appoint; or
  - (ii) otherwise appointed by the President, or his or her nominee, for the time being of the Arbitrators Institute of New Zealand, at the request of either party.
- (d) Te Rūnanga and the Crown agree to be bound by the award in the arbitration, there shall be no appeal to any Court arising from that award and accordingly clauses 4 and 5 of the Second Schedule to the Arbitration Act 1996 shall not apply;
- (e) the award in the arbitration shall be made not more than 5 Business Days after the appointment of the arbitrator under *clause 12.17.4(c)*;
- (f) Te Rūnanga and the Crown shall bear the costs of such arbitrations equally unless otherwise determined by the arbitrator.

#### **12.17.5 Disputes Not to Affect Deed**

Te Rūnanga and the Crown acknowledge and agree that any dispute between them arising out of any notice given by the Minister under *clause 12.17.3(d)(ii)*, or deemed to be so given by the proviso to *clause 12.17.3(d)*, shall not invalidate or constitute a breach of this Deed by either party.

#### **12.17.6 The Settlement Legislation**

The Crown agrees that the Settlement Legislation will provide for the following:

- (a) for the purposes of *clause 12.17.3* and sections 159 to 161 of the Resource Management Act 1991, in respect of each public tender offering Authorisations in respect of which *clause 12.17.2* entitles Te Rūnanga to a right to purchase Authorisations, Te Rūnanga shall be deemed to have lodged for \$1.00 remuneration a valid tender satisfying the requirements of section 158 of that Act; and
- (b) except as otherwise expressly provided, nothing in this *clause 12.17* shall limit or affect any power, duty or function of the Minister under the Resource Management Act 1991, including (but without limitation) those powers, duties and functions specified in sections 151 to 165 of that Act.

#### **12.17.7 Te Rūnanga's Position Under Future Coastal Tender Allocation Regime**

The parties acknowledge and agree that, subject to *clause 12.17.10*, if as a consequence of any future change in government policy in relation to any land in the Coastal Marine Area which is land of or vested in the Crown:



- (a) an Authority issued by any Minister of the Crown is lawfully required to be held in order to be eligible to be granted a Coastal Permit to something in relation to such land then, subject to *clause 12.17.9*, the Crown shall ensure that Te Rūnanga has the preferential right to purchase or otherwise acquire from the relevant Minister of the Crown (on terms and conditions, including as to remuneration, no less favourable to Te Rūnanga than those upon which the general public may acquire or purchase) such of those Authorities as may be made available to be issued in respect of that part of the Coastal Marine Area within the Takiwa of Ngāi Tahu Whānui; or
- (b) an Authority issued by any Minister of the Crown is lawfully required to be held in order to occupy, remove natural materials from or reclaim or drain any land in the Coastal Marine Area which is land of or vested in the Crown then, subject to *clause 12.17.9*, the Crown shall ensure that Te Rūnanga has the preferential right to purchase or otherwise acquire from the relevant Minister of the Crown (on terms and conditions, including as to remuneration, no less favourable to Te Rūnanga than those upon which the general public may acquire or purchase) such of those Authorities as may be made available to be issued in respect of that part of such land in the Coastal Marine Area as is within the Takiwa of Ngāi Tahu Whānui.

#### **12.17.8 Duration of the Crown's Obligations Under clause 12.17.8**

The parties acknowledge and agree that, during any period or periods within which it remains a lawful requirement to hold in respect of any land in the Coastal Marine Area which is land of or vested in the Crown such Authorities as are described in *clause 12.17.8*, the obligations imposed on the Crown by *clauses 12.17.8(a)* and *12.17.8(b)* shall only cease to apply once, in respect of those Authorities which Te Rūnanga has purchased or otherwise acquired pursuant to *clause 10.21.8*:

- (a) the land area is not less than 10% of the total area of such land in the Coastal Marine Area within the Takiwa of Ngāi Tahu Whānui in respect of which Authorities have been issued to the general public; and
- (b) the quality of the land to which those Authorities apply is not less than fair average quality relative to other portions of such land within the Takiwa of Ngāi Tahu Whānui for which Authorities have been issued to the general public.

#### **12.17.9 Rights of Third Parties Unaffected and Exclusion of Rights**

Te Rūnanga and the Crown agree that the Settlement Legislation will provide that, except as expressly provided, nothing in this *clause 12.17*:

- (a) will affect the lawful rights or interests of any third party from time to time; or
- (b) will have the effect of granting, creating or providing evidence of any estate or interest in or any rights of any kind whatsoever relating to, the Coastal Marine Area.

#### **12.17.10 The Rights of Te Rūnanga Otherwise Unaffected**

Except as expressly provided, nothing in this *clause 12.17* shall limit or affect Te Rūnanga's rights to submit tenders for Authorisations pursuant to section 158 of the Resource Management Act 1991, to participate in any statutory process, to purchase or otherwise acquire Authorisations or Authorities, or otherwise to exercise any other statutory right, power or privilege and nor shall such submission, participation, purchase or acquisition, or exercise by Te Rūnanga limit or affect Te Rūnanga's rights under this *clause 12.17*.

### **12.18 REVIEW OF HERITAGE PROTECTION LEGISLATION**

#### **12.18.1 Review to be undertaken**

The Crown agrees to conduct a full review of legislation relating to the protection of land-based historical and cultural heritage: primarily, the Historic Places Act 1993 and relevant parts of the Resource Management Act 1991, and aspects of other related legislation including the Te Ture Whenua Māori Land Act 1993, the Reserves Act 1977, and the Local Government Act 1974. The review will consider the institutions responsible at national, regional and local levels for the protection of land-based historical and cultural heritage. It will commence following consideration by the Crown of the report of the Parliamentary Commissioner for the Environment, *Historic and Cultural Heritage Management in New Zealand*, (1996).

#### **12.18.2 Terms of Reference**

The terms of reference for the review will include:

- (a) statutory roles, functions, and powers of agencies responsible for the identification, protection, preservation, and conservation of the historical and cultural heritage of New Zealand;
- (b) provisions for establishing the significance of historical and cultural heritage, and criteria for setting priorities for its protection and conservation;
- (c) funding options for the protection, preservation and conservation of historical and cultural heritage, including consideration of costs and benefits, financial incentives, and the balance between voluntary and regulatory mechanisms;

- (d) provisions for general public consultation and involvement, with particular reference to the Historic Places Act 1993;
- (e) a review of how the Historic Places Act 1993 (and consequently the Resource Management Act 1991) can strengthen the status and role of the Historic Places Trust in relation to resource consent processes; and
- (f) the role and functions of iwi authorities and other tribal entities in processes of identification, protection, preservation, and conservation of historical and cultural heritage, including:
  - (i) a review of how the Historic Places Act 1993 can provide for improved performance on Māori heritage matters;
  - (ii) the appropriate role of iwi authorities and other tribal entities in relation to the performance of statutory heritage management functions; and
  - (iii) structures for participation and representation of iwi authorities and other tribal entities in relation to Māori heritage matters.

### 12.18.3 Report on Review

The review will be undertaken by officials of the Crown, who will be required by Ministers to report on their findings within two years from the commencement of the review.

### 12.18.4 Establishment of Focus Group

The Crown agrees that:

- (a) as part of the review, it will establish a representative focus group consisting of representatives of key organisations having a particular interest greater than the public generally in the administration of the Historic Places Act 1993 and the other legislation referred to in *clause 12.18.1*;
- (b) the focus group will include local government, key sector groups, heritage interests, and iwi; and
- (c) Te Rūnanga will be invited to nominate a representative who will be appointed to this focus group.

**12.18.5 Role of Focus Group**

The Crown agrees that the principal role of the focus group will be to:

- (a) provide quality assurance of the problem definition and analysis undertaken by officials of the Crown; and
- (b) provide comments to Ministers on the proposed terms of reference, a summary of officials' analysis of the problem definition and related policy analyses, suggested amendments to any draft public discussion documents, and the opportunity to comment to the government on the conclusions of the review.



**ATTACHMENT 12.1**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**HANANUI (MOUNT ANGLEM)**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the area known as Hananui (Mt Anglem), as shown on Allocation Plan MS 264 (SO Plan 12249).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Hananui as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 As with all principal maunga (mountains), Hananui is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents.
- 3.2 The name Hananui is derived from an event involving the tupuna (ancestor) Rakitamau, a chief of Te Taumutu, and son of Tū Te Kawa. Rakitamau became a widower through the unfortunate death of his wife. Rakitamau journeyed to Motunui (as Rakiura was called then) seeking the hand of a tribally renowned wāhine (woman) to take her place, as in his view she would increase his standing due to her mana, reflected in her connections to the land and important people of Rakiura.
- 3.3 On his arrival at her village, Rakitamau asked for the woman by name, only to be told by a laughing group of women she was tāpui (betrothed or set apart). At this, Rakitamau blushed deeply. When he then asked for her sister the people laughed loudly, as they told him she was tāpui also. This news made him blush further so that his cheeks flamed. He left the island never to return and the women were so amused that they named the highest point on the island Hananui, referring to the great glow of Rakitamau, in memory of the event. Rakiura itself takes its name from the glowing skies of this region, the aurora lights.
- 3.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce

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## STATUTORY ACKNOWLEDGEMENT FOR HANANUI (MOUNT ANGLEM)

tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

- 3.5 Pūtātāra was an old settlement under the lee of Hananui, a place to which an Otago rangatira (chief), Tukiauau, retired to seek refuge.
- 3.6 The mauri of Hananui represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Hananui.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Hananui, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Hananui to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Hananui as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and



## STATUTORY ACKNOWLEDGEMENT FOR HANANUI (MOUNT ANGLEM)

- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Hananui than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Hananui.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Hananui.

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**ATTACHMENT 12.2**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**UERAU (MT. UWERAU)**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the area known as Uerau (Mount Uwerau), as shown on Allocation Plan MS 101 (SO Plan 7318).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Uerau as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The name 'Uwerau' should properly be spelt 'Uerau', which is the name of an important Ngāi Tahu tupuna (ancestor) with Ngāti Mamoe descent lines. In particular, those descent lines lead down to Tura, a principal tupuna for Ngāti Mamoe, Ngāti Wairaki and Rapuwai - all of which are constituents of the iwi known today as Ngāi Tahu. For Ngāi Tahu, such placing of tūpuna names on significant landscape features serves as a reminder of tribal identity and solidarity, and continuity between generations, and documents events that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.2 As with all principal maunga (mountains), Uerau is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents. Like the rest of the mountains in this region, Uerau is closely connected with the Arai Te Uru tradition, which tells that many of the mountains of the Southern Alps and Kaikoura Ranges are the manifestations of the survivors of the Arai Te Uru waka (canoe) which foundered at Moeraki, on the north Otago coast.
- 3.3 This area was used by Ngāi Tahu as a mahinga kai (food gathering place) where birds, particularly tītī (muttonbirds) were harvested. The tūpuna had considerable knowledge of such places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.



## STATUTORY ACKNOWLEDGEMENT FOR UERAU (MT. UWERAU)

- 3.4 There are a number of urupā (burial places) in this area unique to the descendants of Tura. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.5 The Kāti Kurī hapū of Ngāi Tahu has manawhenua (tribal authority over land) and carries the responsibilities of kaitiaki in relation to the area. The hapū is represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 3.6 The mauri of Uerau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

**4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Uerau, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Uerau to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Uerau as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).



## STATUTORY ACKNOWLEDGEMENT FOR UERAU (MT. UWERAU)

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Uerau than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Uerau.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Uerau.



**ATTACHMENT 12.3**  
**STATUTORY ACKNOWLEDGEMENT FOR AORAKI (MOUNT COOK)**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the area known as Aoraki / Mount Cook located in Kā Tiritiri o te Moana (the Southern Alps), as shown on Allocation Plan MS 1 (SO Plan 19831).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Aoraki as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 In the beginning there was no Te Wai Pounamu or Aotearoa. The waters of Kiwa rolled over the place now occupied by the South Island, the North Island and Stewart Island. No sign of land existed.
- 3.2 Before Raki (the Sky Father) wedded Papa-tua-nuku (the Earth Mother), each of them already had children by other unions. After the marriage, some of the Sky Children came down to greet their father's new wife and some even married Earth Daughters.
- 3.3 Among the celestial visitors were four sons of Raki who were named Ao-raki (Cloud in the Sky), Raki-roa (Long Raki), Raki-rua (Raki the Second), and Raraki-roa (Long Unbroken Line). They came down in a canoe which was known as Te Waka o Aoraki. They cruised around Papa-tua-nuku who lay as one body in a huge continent known as Hawaiiki.
- 3.4 Then, keen to explore, the voyagers set out to sea, but no matter how far they travelled, they could not find land. They decided to return to their celestial home but the karakia (incantation) which should have lifted the waka (canoe) back to the heavens failed and their craft ran aground on a hidden reef, turning to stone and earth in the process.
- 3.5 The waka listed and settled with the west side much higher out of the water than the east. Thus the whole waka formed the South Island, hence the name: Te Waka o Aoraki. Aoraki and his brothers clambered on to the high side and were turned



## STATUTORY ACKNOWLEDGEMENT FOR AORAKI (MOUNT COOK)

to stone. They are still there today. Aoraki is the mountain known to Pākeha as Mount Cook, and his brothers are the next highest peaks near him. The form of the island as it now is owes much to the subsequent deeds of Tū Te Rakiwhānoa, who took on the job of shaping the land to make it fit for human habitation.

- 3.6 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.7 The meltwaters that flow from Aoraki are sacred. On special occasions of cultural moment, the blessings of Aoraki are sought through taking of small amounts of its 'special' waters, back to other parts of the island for use in ceremonial occasions.
- 3.8 The mauri of Aoraki represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the mountain.
- 3.9 The saying 'he kapua kei runga i Aoraki, whakarewa whakarewa' ('the cloud that floats aloft Aoraki, for ever fly, stay aloft') refers to the cloud that often surrounds Aoraki. Aoraki does not always 'come out' for visitors to see, just as that a great chief is not always giving audience, or on 'show'. It is for Aoraki to choose when to emerge from his cloak of mist, a power and influence that is beyond mortals, symbolising the mana of Aoraki.
- 3.10 To Ngāi Tahu, Aoraki represents the most sacred of ancestors, from whom Ngāi Tahu descend and who provides the iwi with its sense of communal identity, solidarity, and purpose. It follows that the ancestor embodied in the mountain remains the physical manifestation of Aoraki, the link between the supernatural and the natural world. The tapu associated with Aoraki is a significant dimension of the tribal value, and is the source of the power over life and death which the mountain possesses.



#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Aoraki, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Aoraki to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Aoraki as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Aoraki than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Aoraki.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

## STATUTORY ACKNOWLEDGEMENT FOR AORAKI (MOUNT COOK)

- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Aoraki.



**ATTACHMENT 12.4**  
**STATUTORY ACKNOWLEDGEMENT FOR TITITEA**  
**(MOUNT ASPIRING)**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the mountain known as Tititea (Mount Aspiring), located in the Mount Aspiring National Park, as shown on Allocation Plan MS 2 (SO Plan 24665).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2. of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Tititea as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 As with all principal maunga (mountains), Tititea is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents. Tititea is a prominent and majestic peak, clearly visible from a number of vantage points in the south, and its role in Ngāi Tahu's creation stories gives rise to its tapu status. From the heights above Te Ana-au (Lake Te Anau), it is a particularly impressive sight when the sun is setting.
- 3.2 The most common Ngāi Tahu name for the mountain known to Pākehā as Mount Aspiring is Tititea, referring to the mountain's white peak. It is not unusual, however, for places and physical features to have more than one name, reflecting the traditions of the successive iwi who peopled the land. Other names for the mountain include 'Mākahi Tā Rakiwhānoa' (referring to a wedge belonging to Tū Te Rakiwhānoa) and 'Ōtapahu', which may refer to a type of dogskin cloak.
- 3.3 The Bonar Glacier is known as Hukairoroa Tā Parekiore (which refers to the long, hard glacial ice and crevasses formed by Parekiore). Parekiore was a giant who used to stalk up and down the South and North Islands taking tītī (muttonbirds) northwards and returning with kumara. The lakes represent his footprints and the frozen splashes from his footsteps in the south were transformed into glaciers.
- 3.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document

## STATUTORY ACKNOWLEDGEMENT FOR TITITEA (MOUNT ASPIRING)

the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

- 3.5 The area was part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land.
- 3.6 The mauri of Tititea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Tititea, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Tititea to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Tititea as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).



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**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Tititea than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Tititea.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Tititea.



**ATTACHMENT 12.5**  
**STATUTORY ACKNOWLEDGEMENT FOR TŪTOKO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the mountain known as Tūtoko, as shown on Allocation Plan MS 3 (SO Plan 12231).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Tūtoko as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Fiordland area - within which Tūtoko stands - represents, in tradition, the raised up sides of Te Waka o Aoraki, after it foundered on a submerged reef and its occupants, Aoraki and his brothers, were turned to stone. These people are now manifested in the highest peaks in Kā Tiritiri o Te Moana (the Southern Alps). The fiords at the southern end of the Alps were carved out of the raised side of the wrecked Waka o Aoraki by Tū Te Rakiwhānoa, in an effort to make the waka (canoe) habitable by humans. The deep gorges and long waterways that are the fiords were provided as safe havens on this rugged coast, and stocked with fish, forest and birds to sustain humans.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 Tūtoko is not, in fact, the original name of the maunga (mountain), but was applied by Dr J. Hector in 1863 after he met the old rangatira (chief) Tūtoko and his two daughters, Sara and May. The hills to the north of the Kōtuku River are named the Sara Hills, and those to the south May Hills, after these daughters. The use of this name is seen as appropriate to Ngāi Tahu, as Tūtoko was an important rangatira of this region at that time, and is represented by the mountain.
- 3.4 Tūtoko is the kaitiaki (guardian) of Whakatipuwaitai, the westernmost creation of Rakaihautu and the southernmost kainga (settlement) of Te Tai Poutini (West

## STATUTORY ACKNOWLEDGEMENT FOR TŪTOKO

Coast) pounamu trails, which provides access to koko-tangiwai (a type of pounamu) at Piopiotahi (Milford Sound) and Poison Bay further to the south. The kainga was also an important staging post for travel into the Lake Wakatipu area via the Hollyford Valley. All of these trails, whether by land or by sea, lie under the shadow of Mt Tūtoko.

- 3.5 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 Mountains such as Tūtoko are linked in whakapapa to the Gods, and being the closest earthly elements to Raki the sky father, they are likened to the children of Raki and Papa, reaching skyward. The mauri of Tūtoko represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Tūtoko, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Tūtoko to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Tūtoko as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

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**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Tūtoko than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Tūtoko.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Tūtoko.



**ATTACHMENT 12.6**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**PIKIRAKATAHI (MOUNT EARNSLAW)**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the area known as Pikirakatahi (Mount Earnslaw), as shown on Allocation Plan MS 4 (SO Plan 24666).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Pikirakatahi as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The creation of Pikirakatahi (Mt Earnslaw) relates in time to Te Waka o Aoraki, and the efforts of Tū Te Rakiwhānoa. It is said that during its formation a wedge of pounamu was inserted into this mountain, which is the highest and most prominent peak in this block of mountains. The mountain is also linked to the travels of Rakaihautu, who dug out the great lakes of the interior with his kō (a tool similar to a spade), known as Tū Whakaroria (and renamed Tuhiraki at the conclusion of the expedition).
- 3.2 The origins of the name 'Pikirakatahi' have been lost, but it is known that many places and physical features have more than one name, reflecting the traditions of the successive iwi who peopled the land. It is, however, likely that the name relates to Rakaihautu or subsequent people, as most of the prominent lakes, rivers and mountains of the interior take their name from the journey of Rakaihautu.
- 3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4 Pikirakatahi was of crucial significance to the many generations that journeyed to that end of Whakatipu-wai-māori (Lake Wakatipu) and beyond. Staging camps for the retrieval of pounamu were located at the base of the mountain, while semi-

permanent settlements related to the pounamu trade were located closer to the lake.

- 3.5 Pikirakatahi stands as kaitiaki (guardian) over the pounamu resource and represented the end of a trail, with the tohu (marker) to the pounamu resource sitting opposite on Koroka (Cosmos Peak). The tūpuna (ancestors) had considerable knowledge of whakapapa, traditional trails, places for gathering kai (food) and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 The retrieval of large amounts of pounamu from this source, so far inland and over a range of physical barriers, attests to the importance of this resource to the economy and customs of the iwi over many generations. The people would also gather native birds for kai, and firewood with which to cook and provide warmth, from the forests covering the lower flanks of Pikirakatahi. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the mountain. It is because of these patterns of activity that Pikirakatahi continues to be important to rūnanga located in Otago, Murihiku and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 3.7 The mauri of Pikirakatahi represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Pikirakatahi.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Pikirakatahi, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);



## STATUTORY ACKNOWLEDGEMENT FOR PIKIRAKATAHI (MOUNT EARNSLAW)

- (c) to empower the Minister responsible for management of Pikirakatahi to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Pikirakatahi as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
  - (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Pikirakatahi than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Pikirakatahi.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Pikirakatahi.



**ATTACHMENT 12.7**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**MOTUPŌHUE SCENIC RESERVE (BLUFF HILL SCENIC RESERVE)**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the area known as Motupōhue (Bluff Hill), as shown on Allocation Plan MS 8 (SO Plan 12233).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Motupōhue as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The name 'Motupōhue' is an ancient one, brought south by Ngāti Mamoe and Ngāi Tahu from the Hawkes Bay region where both tribes originated. The name recalls a history unique to the Ngāi Tuhaitara and Ngāti Kurī hapū that is captured in the line, "Kei korā wā kei Motupōhue, he pareka e kai ana, nā tō tūtae" – ("It was there at Motupōhue that a shag stood, eating your excrement").
- 3.2 Oral traditions say that the Ngāti Mamoe leader, Te Rakitauneke, is buried upon this hill. Te Rakitauneke's saying was: "Kia pai ai tāku titiro ki Te Ara a Kiwa" ("Let me gaze upon Foveaux Strait"). Some traditions also place another Ngāti Mamoe leader, Tū Te Makohu, on this hill.
- 3.3 For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity and solidarity, and document the events which shaped Ngāi Tahu as an iwi.
- 3.4 The mauri of Motupōhue represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Motupōhue.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Motupōhue, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Motupōhue to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Motupōhue as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting *clause* 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Motupōhue than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Motupōhue.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

## STATUTORY ACKNOWLEDGEMENT FOR MOTUPOHUE SCENIC RESERVE (BLUFF HILL SCENIC RESERVE)

- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Motupōhue.



## STATUTORY ACKNOWLEDGEMENT FOR MATAKAEA (SHAG POINT)

**ATTACHMENT 12.8**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**MATAKAEA (SHAG POINT)**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the area known as Matakaea Recreation Reserve and Onewhenua Historic Reserve, as shown on Allocation Plan MS 9 (SO Plan 24686).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Matakaea as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The name 'Matakaea' recalls the tradition of the Arai Te Uru canoe, which capsized off Moeraki. From Moeraki, the crew managed to swim ashore, leaving the cargo to be taken ashore by the waves. The crew members fled inland and were transformed into the mountains which form the Southern Alps.
- 3.2 The Arai Te Uru tradition is also important because it explains the origins of kumara. The story originally began with Roko i Tua who came to Aotearoa and met the Kāhui Tipua. The Kāhui Tipua gave Roko i Tua mamaku (tree fern) to eat. However Roko i Tua preferred the kumara that he had in his belt which he took out and soaked in a bowl of water. The Kāhui Tipua tasted the kumara and asked where it was from. Roko i Tua replied saying that the kumara came from 'across the sea'.
- 3.3 The Kāhui Tipua then made a canoe and, under the leadership of Tū Kakariki, went to Hawaiki and returned with the kumara to Aotearoa. The Kāhui Tipua planted the kumara but the crop failed. However, Roko i Tua had also sailed to Hawaiki on the canoe called Arai Te Uru. Roko i Tua landed at Whangarā, Hawaiki, and learnt the karakia (incantations) and tikanga (customs) connected to planting kumara. Roko i Tua then gave his canoe to two crew members called Pakihiwitahi and Hape ki Tua Raki. The Arai Te Uru returned under the leadership of these two commanders and eventually foundered off the Moeraki Coast at Matakaea.



## STATUTORY ACKNOWLEDGEMENT FOR MATAKAEA (SHAG POINT)

- 3.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.5 The Matakaea area has been occupied for many centuries and is the site of numerous urupā and wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna (ancestors) and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.6 The mauri of Matakaea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Matakaea, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Matakaea to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Matakaea as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).



## STATUTORY ACKNOWLEDGEMENT FOR MATAKAEA (SHAG POINT)

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Matakaea than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Matakaea.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Matakaea.



## STATUTORY ACKNOWLEDGEMENT FOR TOKATĀ (THE NUGGETS)

**ATTACHMENT 12.9**  
**STATUTORY ACKNOWLEDGEMENT FOR TOKATĀ (THE NUGGETS)**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the area known as Tokatā (Nugget Point), as shown on Allocation Plan MS 10 (SO Plan 24699).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Tokatā as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The creation and shaping of Tokatā and the surrounding coastline relates in time to Te Waka o Aoraki, and the subsequent efforts of Tū Te Rakiwhānoa. The name 'Tokatā' is a reference to the Nuggets, however, the individual nuggets also carry their own names: Te Ana Puta has a cave in it, Pae Koau is frequented by shags, three small nuggets on the north side are known collectively as Makunui and supports a large seal colony, while the nugget furthest out to sea is Porokaea. The hill on which the lighthouse stands is known to Ngāi Tahu as Taumata o Te Rakipokia, and a cave on the north side of this hill is Te Ana o Katiwairua. For Ngāi Tahu, such traditional names and their associated histories reinforce tribal identity and solidarity, and continuity between generations, and document the events that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.2 The great explorer Rakaihautu passed by this area of the Otago coast on his journey northward, and the area was subsequently visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. This area of the Otago coast has many reminders of the uneasy relationships that once existed between Ngāti Mamoe and Ngāi Tahu. Skirmishes between the two iwi occurred intermittently just to the north, however one battle occurred within the area referred to as Tokatā after which some of the fallen were cooked. As a result of this activity, this area is now a wāhi tapu. Such wāhi tapu are the resting places of Ngāi Tahu tūpuna (ancestors) and, as such, are the focus for whānau traditions.





## STATUTORY ACKNOWLEDGEMENT FOR TOKATĀ (THE NUGGETS)

These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

- 3.3 Tokatā is a significant physical marker on the South Otago coast, with waka (canoes) voyaging south and north, or out to sea on fishing expeditions utilising it as a bearing marker. It also acted as a pointer to the safe tauranga waka (landing place) in Kaimātaimai Bay, just to the north. The tūpuna had an intimate knowledge of navigation, sea routes, safe harbours and landing places, and the locations of food and other resources on the coast. Tokatā therefore formed an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land and sea. Tokatā also marks the south-eastern boundary of the Ōtākou Sale Deed area, marked out in 1844.
- 3.4 A variety of mahinga kai (principally kaimoana - seafood) is available at Tokatā. The extensive rocky intertidal zone provides paua, kutai (mussels) and koura (crayfish) in abundance. The fur seal, leopard seal and sea lion all rest here, with their pups forming a ready source of kai in days gone by. Gulls eggs, koau (shags) and tītī (muttonbirds) were also harvested in the area. An excellent rimurapa (kelp) resource was utilised for making poha (storage bags), capable of preserving the tītī for up to two years. Excellent fishing grounds seaward of Tokatā supplied the resources of the coast.
- 3.5 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the land and sea, the relationship of people with the coastline and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 The mauri of Tokatā represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:



## STATUTORY ACKNOWLEDGEMENT FOR TOKATĀ (THE NUGGETS)

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Tokatā, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Tokatā to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Tokatā as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Tokatā than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Tokatā.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Tokatā.



**ATTACHMENT 12.10**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**KURA TĀWHITI (CASTLE HILL)**

*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the area known as Kura Tāwhiti (Castle Hill Conservation Area), as shown on Allocation Plan MS 14 (SO Plan 19832).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Kura Tāwhiti as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Kura Tāwhiti (Castle Hill) is located between the Torlesse and Craigieburn Ranges, in the Broken River catchment. The name Kura Tāwhiti literally means 'the treasure from a distant land', and is an allusion to the kumara, an important food once cultivated in this region. However, Kura Tāwhiti was also the name of one of the tūpuna (ancestors) who was aboard the Arai Te Uru canoe when it sank off Matakaea (Shag Point) in North Otago.
- 3.2 Kura Tāwhiti was one of the mountains claimed by the Ngāi Tahu ancestor, Tane Tiki. Tane Tiki claimed this mountain range for his daughter Hine Mihi because he wanted the feathers from the kakapō taken in this area to make a cloak for her.
- 3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4 This region was a well used mahinga kai for Kaiapoi Ngāi Tahu. The main food taken from this mountain range was the kiore (polynesian rat). Other foods taken included tuna (eel), kakapō, weka and kiwi.
- 3.5 The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of Kura



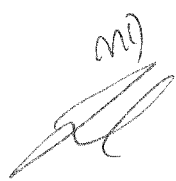
## STATUTORY ACKNOWLEDGEMENT FOR KURA TĀWHITI (CASTLE HILL)

Tāwhiti, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.6 Kura Tāwhiti was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the area.
- 3.7 A particular taonga of Kura Tāwhiti are the ancient rock art remnants found on the rock outcrops. These outcrops provided vital shelters from the elements for the people in their travels, and they left their artworks behind as a record of their lives and beliefs. The combination of this long association with the rock outcrops, and the significance of the art on them, give rise to their tapu status for Ngāi Tahu.
- 3.8 The mauri of Kura Tāwhiti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Kura Tāwhiti, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Kura Tāwhiti to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to



Kura Tāwhiti as provided in section [ ] of the Settlement Legislation  
(clause 12.2.5 of the Deed of Settlement).

## **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Kura Tāwhiti than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Kura Tāwhiti.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kura Tāwhiti.



**ATTACHMENT 12.11**  
**STATUTORY ACKNOWLEDGEMENT FOR TŪTAE PUTAPUTA**  
**(CONWAY RIVER), KAIKOURA**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Tūtae Putaputa (Conway River), the location of which is shown on Allocation Plan MD 109 (SO Plan 7328).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Tūtae Putaputa as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 This river, and the mahinga kai which it provided, fell under the mana of the Ngāti Wairaki chief Rakatuarua until Ngāi Tahu gained manawhenua (tribal authority over the area) by way of the Ngāti Kurī hapū.
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 The resources of the river once supported a nearby pā built by the Ngati Mamoe leader, Tukiauau. Tukiauau eventually abandoned this pā for another site just south of Dunedin.
- 3.4 There are numerous urupā and wāhi tapu associated with the river, particularly in the vicinity of the pā, Pariwhakatau. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.5 The mauri of Tūtaeputaputa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are

related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Tūtae Putaputa, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Tūtae Putaputa to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Tūtae Putaputa as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Tūtae Putaputa than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Tūtae Putaputa.



- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Tūtāe Putaputa.
- 5.4 In this Statutory Acknowledgement “River” means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.





**ATTACHMENT 12.12**  
**STATUTORY ACKNOWLEDGEMENT FOR TARAMAKAU RIVER,**  
**WEST COAST**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Taramakau the location of which is shown on Allocation Plan MD 110 (SO Plan 12513).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Taramakau as set out below.

**3 Acknowledgement of Association**

- 3.1 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe, Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 3.2 Taramakau River was and still is a significant indigenous fishery and source of manu (birds). The river remains a source of rich and abundant harvests. The area is noted particularly for its tuna (eel) and inaka (whitebait) fisheries.
- 3.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.4 There was a pā at the mouth of the river, and kainga nohoanga (temporary settlements) were established along the length of the river which were related to the taking of mahinga kai and, in particular, the retrieval of pounamu. The river itself was, therefore, a significant part of the pounamu trail, via which the taonga was transported from its source to be traded up and down the country.
- 3.5 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the lake. The

river was an integral part of a network of trails which were used in order to ensure the safest journey, and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.

- 3.6 The mauri of Taramakau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting *clause 5*, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Taramakau, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Taramakau to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Taramakau as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).



**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Taramakau than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Taramakau.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Taramakau.
- 5.4 In this Statutory Acknowledgement "River" means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.

MD



**ATTACHMENT 12.13**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**MAKAAWHIO (JACOBS RIVER), WEST COAST**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Makaawhio (Jacobs River), the location of which is shown on Allocation Plan MD 111 (SO Plan 12514).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Makaawhio as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 According to legend, the Makaawhio River is associated with the Patupaiarehe (flute playing fairies) and Maeroero (ogres of the forest). It is said that Tikitiki o Rehua was slain in the Makaawhio River by the Maeroero. The name 'Tikitiki o Rehua' is now attached to the ridge of hills (sometimes called Jacobs Ridge) on the north bank of the Makaawhio River.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe and Tumatakokiri. That manawhenua was cemented by the establishment of kainga nohoanga (permanent settlements) at the mouth and on both banks of the river because of the plentiful supply of mahinga kai from the river and its estuary and surrounds. A northern settlement strategically sited on Tahikeakai (Jacobs Bluff) acted as a sentry lookout that warned of approaching visitors.
- 3.4 As a result of this pattern of occupation, there are a number of urupā and wāhi tapu along the river. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding



## STATUTORY ACKNOWLEDGEMENT FOR MAKAAWHIO (JACOBS RIVER), WEST COAST

the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

- 3.5 The Makaawhio was and still is the source of a range of mahinga kai. Rocks at the mouth of the river still provide an abundance of kaimoana (seafood). The estuary of the river itself still provides an abundance of kaiawa (freshwater fisheries), including tuna (eels), patiki (flounders) and inaka (whitebait) and remains a significant kōhanga (nursery) for a variety of fish species.
- 3.6 The area is still a significant manu (bird) breeding area, once yielding a rich harvest. The flora of the area provided not only food, but also the raw materials for raranga (weaving), rongoa (medicines) and the building of waka (canoes) and whare (houses).
- 3.7 In addition to its bounty of mahinga kai resources, the Makaawhio is a source of the mineral malachite (Aotea).
- 3.8 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.9 Because of the kainga nohoanga, reserves were set aside on the river for Ngāi Tahu at the time of the 1860 Arahura Deed of Sale. One of these was an urupā, where notable Ngāi Tahu tūpuna Te Koeti Turanga and Wi Katau Te Naihi are buried, among others.
- 3.10 The mauri of the Makaawhio represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
  - (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);



## STATUTORY ACKNOWLEDGEMENT FOR MAKAAWHIO (JACOBS RIVER), WEST COAST

- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Makaawhio, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Makaawhio to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Makaawhio as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Makaawhio than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Makaawhio.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Makaawhio.



## STATUTORY ACKNOWLEDGEMENT FOR MAKAAWHIO (JACOBS RIVER), WEST COAST

- 5.4 In this Statutory Acknowledgement "River" means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.

MJ  


**ATTACHMENT 12.14**  
**STATUTORY ACKNOWLEDGEMENT FOR HURUNUI RIVER,**  
**CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Hurunui the location of which is shown on Allocation Plan MD 112 (SO Plan 19848).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Hurunui as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Hurunui River once provided an important mahinga kai resource for Ngāi Tahu, although those resources are now in a modified and depleted condition. Traditionally, the river was particularly known for its tuna (eel) and inaka (whitebait).
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Hurunui, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 Nohoanga (settlements) were located at points along the length of this river, with some wāhi tapu located near the mouth. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.4 The mauri of the Hurunui represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.



#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Hurunui, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Hurunui to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Hurunui as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clause 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Hurunui than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Hurunui.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.



## STATUTORY ACKNOWLEDGEMENT FOR HURUNUI RIVER, CANTERBURY

- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Hurunui.
- 5.4 In this Statutory Acknowledgement “River” means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.



**ATTACHMENT 12.15**  
**STATUTORY ACKNOWLEDGEMENT FOR WAIPARA RIVER,**  
**CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Waipara, the location of which is shown on Allocation Plan MD 113 (SO Plan 19849).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Waipara as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Tradition tells of the duel between two famous rangatira (chiefs) which happened in this area. Tūteiwaimate, a Ngāti Mamoe rangatira from Rakaia, found that the northward trade route that he sent his goods along was being disrupted by Moko, a rangatira of the Ngati Kurī hapū of Ngāi Tahu who had been acting as a bandit along the route. Tūteiwaimate went to confront Moko, who lived in a cave at Waipara, but found him sleeping. Tūteiwaimate allowed Moko to awake before attacking him. Tūteiwaimate's sense of fair play cost him his life and is recalled in a tribal proverb.
- 3.2 For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 3.3 There are a number of Ngāti Wairaki, Ngāti Mamoe and Ngāi Tahu urupā and wāhi tapu along the river and associated coastline. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu the tūpuna, and are frequently protected by secret locations.
- 3.4 The river and associated coastline was also a significant mahinga kai, with kai moana, particularly paua, being taken at the mouth. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the

relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.5 The mauri of the Waipara River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Waipara, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Waipara to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Waipara as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting *clause* 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or

## STATUTORY ACKNOWLEDGEMENT FOR WAIPARA RIVER, CANTERBURY

- bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Waipara than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Waipara.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Waipara.
- 5.4 In this Statutory Acknowledgement "River" means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.



**ATTACHMENT 12.16**  
**STATUTORY ACKNOWLEDGEMENT FOR KŌWAI RIVER,**  
**CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Kōwai the location of which is shown on Allocation Plan MD 114 (SO Plan 19850).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Kōwai as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Kōwai River once provided an important mahinga kai resource for North Canterbury Ngāi Tahu. Traditionally, the river was known for its tuna (eel) and inaka (whitebait), although those resources have now been depleted.
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 Nohoanga (settlements) were located at points along the length of this river, with some wāhi tapu located near the mouth. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.4 The mauri of the Kōwai River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.



#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation, and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Kōwai, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Kōwai to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Kōwai as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Kōwai than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Kōwai.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or

## STATUTORY ACKNOWLEDGEMENT FOR KŌWAI RIVER, CANTERBURY

providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kōwai.

- 5.4 In this Statutory Acknowledgement “River” means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.





**ATTACHMENT 12.17**  
**STATUTORY ACKNOWLEDGEMENT FOR HEKEAO (HINDS RIVER),**  
**CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Hekeao (Hinds River), the location of which is shown on Allocation Plan MD 117 (SO Plan 19853).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Hekeao as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Hekeao and Tokara (the two branches of the Hinds River) traditionally supported a number of nohoanga (settlements), including Hekeao, Kakaho, Koroki, Te Mihi, Pakutahi, Karipo, Pūrākaunui, Rukuhia and Tokara. As a result of this history of occupations, there are a number of urupā associated with the river. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.2 The river was an important mahinga kai, known particularly as a source of tuna (eel) and kanakana (lamprey). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 The mauri of Hekeao and Tokara represent the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.



#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Hekeao, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Hekeao to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Hekeao as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Hekeao than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Hekeao.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.



## STATUTORY ACKNOWLEDGEMENT FOR HEKEAO (HINDS RIVER), CANTERBURY

- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Hekeao.
- 5.4 In this Statutory Acknowledgement “River” means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.

MD  


**ATTACHMENT 12.18**  
**STATUTORY ACKNOWLEDGEMENT FOR RANGITATA RIVER,**  
**CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Rangitata, the location of which is shown on Allocation Plan MD 115 (SO Plan 19851).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Rangitata as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Rangitata was a major mahinga kai for Canterbury Ngāi Tahu, particularly those based at Kaiapoi Pa. Weka and other forest birds were the main foods taken from the inland reaches of the Rangitata. Tutu berries were also taken along the waterway.
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 The river was sometimes used by Ngāi Tahu parties from Canterbury as part of a trail to Te Tai Poutini (the West Coast). The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 3.4 The mauri of the Rangitata represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All



## STATUTORY ACKNOWLEDGEMENT FOR RANGITATA RIVER, CANTERBURY

elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### 4 Effect of Statutory Acknowledgement

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Rangitata, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Rangitata to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Rangitata as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### 5 Limitations on effect of Statutory Acknowledgement

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Rangitata than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Rangitata.



## STATUTORY ACKNOWLEDGEMENT FOR RANGITATA RIVER, CANTERBURY

- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Rangitata.
- 5.4 In this Statutory Acknowledgement “River” means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.



**ATTACHMENT 12.19**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**HAKATERE (ASHBURTON RIVER), CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Hakatere (Ashburton River), the location of which is shown on Allocation Plan MD 116 (SO Plan 19852).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Hakatere as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Hakatere was a major mahinga kai for Canterbury Ngāi Tahu, particularly those based at Kaiapoi Pa. The main foods taken from the river were tuna (eels), inaka (whitebait) and the giant kokopu. Rats, weka, kiwi and waterfowl such as pūtakitaki (paradise duck) were also hunted along the river.
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 The mauri of Hakatere represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.



#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting *clause 5*, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Hakatere, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Hakatere to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Hakatere as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Hakatere than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Hakatere.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.



## STATUTORY ACKNOWLEDGEMENT FOR HAKATERE (ASHBURTON RIVER), CANTERBURY

- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Hakatere.
- 5.4 In this Statutory Acknowledgement “River” means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.



**ATTACHMENT 12.20**  
**STATUTORY ACKNOWLEDGEMENT FOR WAITAKI RIVER, OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Waitaki the location of which is shown on Allocation Plan MD 118 (SO Plan 24723).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Waitaki as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The name 'Waitaki' (a South Island variant of the name 'Waitangi' which is found throughout the North Island) is a common place name throughout Polynesia. Although the specific tradition behind the name has been lost in this case, it literally means 'the waterway of tears', and the Waitaki is often referred to in whaikorero (oratory) as representing the tears of Aoraki which spill into Lake Pūkaki and eventually make their way south along the river to the coast. This image is captured in the whakataukāi: 'Ko Waitaki te awa, kā roimata nā Aoraki I riringi' ('Waitaki is the river, the tears spilled by Aoraki').
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 The Ngāi Tahu association with the Waitaki extends back to the first human habitation of Te Wai Pounamu. As such, the river is an essential element of the identity of Ngāi Tahu as an iwi. A moa butchery site at the mouth of the river is one of the oldest recorded settlement sites in the island and other sites further up the river are also extremely ancient.
- 3.4 The Waitaki was a traditional route to the mahinga kai resources of inland North Otago and the once bush-clad Waitaki Valley. The use of mokihi (river craft constructed from raupo, or reeds), to carry the spoils of hunting expeditions down



the river is particularly associated with the Waitaki, one of the few places where the construction and navigation of these vessels is still practised to this day.

- 3.5 The river also led to the central lakes district - itself a rich source of mahinga kai - and from there across the Southern Alps to the treasured pounamu resource of Te Tai Poutini (the West Coast). The river served as a major highway for such travels from both North Otago and South Canterbury.
- 3.6 Thus there were numerous tauranga waka (or landing places) on river. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The Waitaki was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 3.7 In 1877, the religious leader Te Maiharoa led his people up the Waitaki to establish a settlement at Te Ao Marama (near modern-day Omarama), to demonstrate his assertion that the interior had not been sold by Ngāi Tahu, and therefore still belonged to the iwi. Although the settlement was eventually broken up by the constabulary, and the people forced to retreat back down the river, the episode is a significant one in the long history of Te Kereme (the Ngāi Tahu Claim).
- 3.8 As well as acting as a route to the inland mahinga kai sources, the river itself provided many forms of kai for those living near it or travelling on it. The Waitaki was and still is noted for its indigenous fisheries, including tuna (eel), inaka, kokopu and koaro species (whitebait), kanakana (lamprey) and waikoura (freshwater crayfish); with aua (yellow-eyed mullet) and mohoao (black flounder) being found at the mouth. Many of these species are diadromous (migrating between sea and freshwater to spawn).
- 3.9 The extensive wetland areas formerly associated with the river once provided important spawning, rearing and feeding grounds for all of these species and were among the richest mahinga kai areas on the river. Although many of these species have now been depleted, the Waitaki remains a nationally-important fishery.
- 3.10 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Waitaki, the relationship of people with the river and their

## STATUTORY ACKNOWLEDGEMENT FOR WAITAKI RIVER, OTAGO

dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.11 The Waitaki Valley holds one the country's major collections of rock art, and the river itself seems to have acted as a form of cultural 'barrier' in rock art design. The surviving rock art remnants are a particular taonga of area, providing a unique record of the lives and beliefs of the people who travelled the river.
- 3.12 Because of the long history of use of the river as both a highway and a mahinga kai, supporting permanent and temporary nohoanga (occupation sites), there are numerous urupā, wāhi tapu and wāhi taonga associated with the river. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.
- 3.13 The mauri of Waitaki represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Waitaki, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Waitaki to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to

## STATUTORY ACKNOWLEDGEMENT FOR WAITAKI RIVER, OTAGO

Waitaki as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Waitaki than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Waitaki.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Waitaki.
- 5.4 In this Statutory Acknowledgement "River" means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;



STATUTORY ACKNOWLEDGEMENT FOR WAITAKI RIVER, OTAGO

- (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
- (d) any tributary flowing into a river.

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**ATTACHMENT 12.21**  
**STATUTORY ACKNOWLEDGEMENT FOR HAKATARAMEA RIVER,**  
**CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Hakataramea the location of which is shown on Allocation Plan MD 119 (SO Plan 24724).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Hakataramea as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The creation of the Hakataramea relates in time to Te Waka o Aoraki, and the further shaping of the island by Tū Te Rakiwhānoa and his assistants, including Marokura who stocked the waterways and Kahukura, who stocked the forests. For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.2 The name 'Hakataramea' probably refers to the taramea plant from which a prized perfume was extracted. The name suggests that taramea once grew in abundance in the vicinity of the river, and was easily accessed.
- 3.3 As well as being a mahinga kai in its own right, the Hakataramea was also an alternative route to the Aoraki region, forming part of the network of waterways and land-based mahinga kai in this part of the interior. This area was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. Knowledge of these trails continue to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 3.4 The Hakataramea was a noted and popular indigenous fishery, offering tuna (eel), kanakana (lamprey), kokopu, waikoura (freshwater crayfish) and waikakahi (freshwater mussel). Other mahinga kai taken from the Hakataramea included



## STATUTORY ACKNOWLEDGEMENT FOR HAKATARAMEA RIVER, CANTERBURY

weka, tī kouka (cabbage tree) and taramea (spaniard grass). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Hakataramea, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.5 These mahinga kai resources supported both semi-permanent and seasonal occupations, including a kainga called Te Wai-tohi near the confluence of the Hakataramea and Waitaki rivers. The surviving rock art remnants and rock shelters are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.
- 3.6 Because of the long history of use of the river as both a highway and a mahinga kai, supporting permanent and temporary occupation, there are a number of urupā, wāhi tapu and wāhi taonga associated with the river. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.
- 3.7 The mauri of the Hakataramea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Hakataramea, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Hakataramea to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and





## STATUTORY ACKNOWLEDGEMENT FOR HAKATARAMEA RIVER, CANTERBURY

- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Hakataramea as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Hakataramea than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Hakataramea.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Hakataramea.
- 5.4 In this Statutory Acknowledgement "River" means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
- (b) any part of the bed of the river which is not in Crown ownership or control from time to time;

STATUTORY ACKNOWLEDGEMENT FOR HAKATARAMEA RIVER, CANTERBURY

- (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
- (d) any tributary flowing into a river.

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**ATTACHMENT 12.22**  
**STATUTORY ACKNOWLEDGEMENT FOR KAKAUNUI RIVER,**  
**OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Kakaunui, the location of which is shown on Allocation Plan MD 120 (SO Plan 24725).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Kakaunui as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The creation of the Kakaunui relates in time to Te Waka o Aoraki, and the further shaping of the island by Tū Te Rakiwhānoa and his assistants, including Marokura who stocked the waterways and Kahukura, who stocked the forests. For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi. The origin of the name 'Kakaunui' has been lost, but is likely to refer to swimming in the river.
- 3.2 There was a tauranga waka (landing place) at the mouth of the Kakaunui, which was an important part of the coastal trails north and south. The river was also a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The Kakaunui was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.



## STATUTORY ACKNOWLEDGEMENT FOR KAKAUNUI RIVER, OTAGO

- 3.3 The Kakaunui was a noted indigenous fishery, offering tuna (eel), inaka (whitebait), kanakana (lamprey), kokopu and other species. Other materials provided by the river included raupo, harakeke and watercress. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Kakaunui, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.4 These mahinga kai resources supported both semi-permanent and seasonal occupations, including a kainga on the northern bank of the river near Maheno. The surviving rock art remnants and rock shelters are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.
- 3.5 The mauri of the Kakaunui represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Kakaunui, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Kakaunui to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Kakaunui as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

## 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clause 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Kakaunui than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Kakaunui.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kakaunui.
- 5.4 In this Statutory Acknowledgement "River" means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.



**ATTACHMENT 12.23**  
**STATUTORY ACKNOWLEDGEMENT FOR POMAHAKA RIVER,**  
**OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Pomahaka, the location of which is shown on Allocation Plan MD 121 (SO Plan 24726).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Pomahaka as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Pomahaka was an important mahinga kai for Ngāti Mamoe and Ngāi Tahu kainga (settlements) in the Catlins and Tautuku areas. The river was particularly noted for its kanakana (lamprey) fishery. Other mahinga kai associated with the river included weka and other manu (birds).
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Pomahaka, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 The mauri of the Pomahaka represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.



#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting *clause 5*, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Pomahaka, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Pomahaka to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Pomahaka as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Pomahaka than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Pomahaka.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

## STATUTORY ACKNOWLEDGEMENT FOR POMAHAKA RIVER, OTAGO

- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Pomahaka.
- 5.4 In this Statutory Acknowledgement “River” means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.

A handwritten signature in black ink, appearing to be 'M17' followed by a stylized signature.



**ATTACHMENT 12.24**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**MATA-AU (CLUTHA RIVER), OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Mata-au (Clutha River), the location of which is shown on Allocation Plan MD 122 (SO Plan 24727).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Mata-au as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Mata-au river takes its name from a Ngāi Tahu whakapapa that traces the genealogy of water. On that basis, the Mata-au is seen as a descendant of the creation traditions. For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.2 On another level, the Mata-au was part of a mahinga kai trail that led inland and was used by Ōtākou hapū including Ngāti Kurī, Ngāti Ruahikihiki, Ngāti Huirapa and Ngāi Tu Ahuriri. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 The river was also very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded north and south. Thus there were numerous tauranga waka (landing places) along it. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities

including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.

- 3.4 The Mata-au is where Ngāi Tahu's leader, Te Hautapunui o Tū, established the boundary line between Ngāi Tahu and Ngāti Mamoe. Ngāti Mamoe were to hold mana (authority) over the lands south of the river and Ngāi Tahu were to hold mana northwards. Eventually the unions between the families of Te Hautapunui o Tū and Ngāti Mamoe made the boundaries meaningless. For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity, and document the events which shaped Ngāi Tahu as an iwi.
- 3.5 Strategic marriages between hapū further strengthened the kupenga (net) of whakapapa, and thus rights to travel on and use the resources of the river. It is because of these patterns of activity that the river continues to be important to rūnanga located in Otago and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 3.6 Urupā and battlegrounds are peppered all along this river. One battleground, known as Te Kauae Whakatoro (downstream of Tuapeka), recalls a confrontation between Ngāi Tahu and Ngāti Mamoe that led to the armistice established by Te Hautapunui o Tū. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.7 The mauri of Mata-au represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);



## STATUTORY ACKNOWLEDGEMENT FOR MATA-AU (CLUTHA RIVER), OTAGO

- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Mata-au, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Mata-au to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Mata-au as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Mata-au than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Mata-au.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Mata-au.

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## STATUTORY ACKNOWLEDGEMENT FOR MATA-AU (CLUTHA RIVER), OTAGO

- 5.4 In this Statutory Acknowledgement “River” means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.



**ATTACHMENT 12.25**  
**STATUTORY ACKNOWLEDGEMENT FOR ŌRETI RIVER,**  
**SOUTHLAND**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Ōreti, the location of which is shown on Allocation Plan MD 123 (SO Plan 12262).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Ōreti as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Ōreti River traverses a significant area of Murihiku, stretching from its mouth at Invercargill almost to the edge of Whakatipu-wai-māori (Lake Wakatipu). As such, it formed one of the main trails inland from the coast, with an important pounamu trade route continuing northward from the headwaters of the Ōreti and travelling, via the Mavora or Von River Valley, to the edge of Wakatipu and onto the Dart and Routeburn pounamu sources. Indeed, pounamu can be found in the upper reaches of the Ōreti itself.
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Ōreti, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 The kai resources of the Ōreti would have supported numerous parties venturing into the interior, and returning by mokihi (vessels made of raupo), laden with pounamu and mahinga kai. Nohoanga (temporary campsites) supported such travel by providing bases from which the travellers could go water fowling, eeling and catching inaka (whitebait), and were located along the course of Ōreti River.
- 3.4 There were a number of important settlement sites at the mouth of the Ōreti, in the New River estuary, including Ōmaui, which was located at the mouth of the Ōreti, where it passes the New River Heads. Ōue, at the mouth of the Ōreti River (New River estuary), opposite Ōmaui, was one of the principal settlements in Murihiku.

## STATUTORY ACKNOWLEDGEMENT FOR ŌRETI RIVER, SOUTHLAND

Honekai who was a principal chief of Murihiku in his time was resident at this settlement in the early 1820s, at the time of the sealers. In 1850 there were said to still be 40 people living at the kaik at Omaui under the chief 'Mauhe'.

- 3.5 As a result of this pattern of occupation, there are a number of urupā located at the lower end of the Ōreti, in the estuarine area. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.6 The mauri of the Ōreti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Ōreti, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Ōreti to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Ōreti as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

## 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses of 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Ōreti than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Ōreti.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Ōreti.
- 5.4 In this Statutory Acknowledgement "River" means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.

**ATTACHMENT 12.26**  
**STATUTORY ACKNOWLEDGEMENT FOR WAI AU RIVER,**  
**SOUTHLAND**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Waiau, the location of which is shown on Allocation Plan MD 124 (SO Plan 12263).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Waiau as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Waiau River features in the earliest of traditional accounts, and was a place and resource well known to the earliest tūpuna (ancestors) to visit the area. Rakaihautu and his followers traced the Waiau from its source in Te Ana-au (Lake Te Anau) and Motu-ua or Moturau (Lake Manapōuri), to its meeting with the sea at Te Wae Wae Bay.
- 3.2 The waka Takitimu, under the command of the rangatira (chief) Tamatea, was wrecked near the mouth of the Waiau River and the survivors who landed at the mouth named the river 'Waiau' due to the swirling nature of its waters. Tamatea and his party made their way up the river to Lake Manapōuri where they established a camp site. The journey of Tamatea was bedevilled by the disappearance of Kaheraki who was betrothed to Kahukunu, a son of Tamatea, Kaheraki strayed away from the party, and was captured by the Maeroero (spirits of the mountain).
- 3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4 The Waiau has strong links with Waitaha who, following their arrival in the waka Uruao, populated and spread their influence over vast tracts of the South Island. They were the moa hunters, the original artisans of the land. There are remnants





of Waitaha rock art associated with the river. Surviving rock art remnants are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.

- 3.5 There is also a strong Ngāti Mamoe influence in this area of the country. Ngāti Mamoe absorbed and intermarried with the Waitaha and settled along the eastern coast of Te Wai Pounamu. The arrival of Ngāi Tahu in Te Wai Pounamu caused Ngāti Mamoe to become concentrated in the southern part of the island, with intermarriage between the two iwi occurring later than was the case further north. The result is that there is a greater degree of Ngāti Mamoe influence retained in this area than in other parts of the island. These are the three iwi who, through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui.
- 3.6 Numerous archaeological sites and wāhi taonga attest to the history of occupation and use of the river. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna. The main nohoanga (occupation site) on the Waiau was at the mouth and was called Te Tua a Hatu. The rangatira (chief) Te Wae Wae had his kainga nohoanga on the left bank of the Waiau River mouth.
- 3.7 The Waiau, which once had the second largest flow of any river in New Zealand, had a huge influence on the lives and seasonal patterns of the people of Murihiku, over many generations. The river was a major mahinga kai: aruhe (fernroot), tī root, fish, tuna (eels), shellfish and tutu were gathered in the summer, a range of fish were caught in the autumn, kanakana (lamprey) were caught in the spring, while the people were largely reliant during winter on foods gathered and preserved earlier in the year. Rauri (reserves) were applied to the mahinga kai resources, so that people from one hapū or whānau never gathered kai from areas of another hapū or whānau. Some 200 species of plants and animals were utilised by Ngāi Tahu as a food resource in and near the Waiau.
- 3.8 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Waiau, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.9 Place names provide many indicators of the values associated with different areas, including Wai Harakeke (flax), Papatotara (totara logs or bark), Kirirua (a type of eel found in the lagoon), Te Rua o te Kaiamio (a rock shelter that was a 'designated meeting place' for the local Maori, similar to a marae) and Ka Kerehu o Tamatea – ('charcoal from the fire of Tamatea' - black rocks near old Tuatapere ferry site).

- 3.10 The Waiau River was a major travelling route connecting Murihiku and Te Ara a Kiwa (Foveaux Strait) to Te Tai Poutini (the West Coast), and as such was a important link between hapū and iwi. Pounamu on the West Coast, and summer expeditions to Manapōuri (Motu-ua or Moturau) for mahinga kai were the main motivations for movement up and down the Waiau. Mokihi (vessels made from raupo) were utilised for travel down the river and were a very effective and common mode of travel, making transportation of substantial loads of resources possible.
- 3.11 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the Waiau. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 3.12 The Waiau was once a large and powerful river, up to 500m across at the mouth, narrowing to 200m further upstream. The water flow from the Waiau River was an important factor in the ecological health and bio-diversity of the coastal resources..
- 3.13 The mauri of the Waiau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Waiau, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of the Settlement);

## STATUTORY ACKNOWLEDGEMENT FOR WAIAM RIVER, SOUTHLAND

- (c) to empower the Minister responsible for management of Waiau to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Waiau as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Waiau than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Waiau.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Waiau.

5.4 In this Statutory Acknowledgement "River" means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:

- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
- (b) any part of the bed of the river which is not in Crown ownership or control from time to time;



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STATUTORY ACKNOWLEDGEMENT FOR WAIAMU RIVER, SOUTHLAND

- (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
- (d) any tributary flowing into a river.

A handwritten signature in black ink, appearing to be 'MD' followed by a stylized flourish.

**ATTACHMENT 12.27**  
**STATUTORY ACKNOWLEDGEMENT FOR MATAURA RIVER,**  
**SOUTHLAND**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Mataura, the location of which is shown on Allocation Plan MD 125 (SO Plan 12264).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Mataura as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The area of the Mataura River above the Mataura Falls was traditionally used by the descendants of the Ngāti Mamoe chief, Parapara Te Whenua. The descendants of Parapara Te Whenua incorporate the lines of Ngāti Kurī from which the Mamaru family of Moeraki descend. Another famous tupuna associated with the river was Kiritekateka, the daughter of Papapara Te Whenua. Kiritekateka was captured by Ngāi Tahu at Te Anau and her descendants make up the lines of many of the Ngāi Tahu families at Ōtākou.
- 3.2 For Ngāi Tahu, histories such as these reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 The Mataura was an important mahinga kai, noted for its indigenous fishery. The Mataura Falls were particularly associated with the taking of kanakana (lamprey). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Mataura, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.4 The mauri of the Mataura represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are



related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Mataura, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Mataura to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Mataura as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Legislation):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Mataura than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Mataura.

## STATUTORY ACKNOWLEDGEMENT FOR MATAURA RIVER, SOUTHLAND

- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Mataura.
- 5.4 In this Statutory Acknowledgement "River" means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.



**ATTACHMENT 12.28**  
**STATUTORY ACKNOWLEDGEMENT FOR APARIMA RIVER,**  
**SOUTHLAND**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the River known as Aparima, the location of which is shown on Allocation Plan MD 126 (SO Plan 12265).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Aparima as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The mouth of the Aparima was the site of a permanent settlement, with associated urupā nearby. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.2 The river was an important source of mahinga kai, with shellfish, mussels, paua, tuna (eels) and inaka (whitebait) all being taken from the river and its estuary. An eel weir was constructed at the narrows where the Pourakino River enters the Aparima, and was an important source of tuna.
- 3.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of the Aparima, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.4 The mouth of the Aparima was a tauranga waka, from which sea voyages were launched to and from a variety of locations in and around Te Ara a Kiwa (Foveaux Strait), Rakiura and the tītī islands. A carved tauihu (canoe prow) found in the estuary of the river attests to this.





## STATUTORY ACKNOWLEDGEMENT FOR APARIMA RIVER, SOUTHLAND

- 3.5 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the Aparima. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 3.6 The mauri of the Aparima represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Aparima, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Aparima to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Aparima as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):



## STATUTORY ACKNOWLEDGEMENT FOR APARIMA RIVER, SOUTHLAND

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Aparima than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Aparima.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Aparima.
- 5.4 In this Statutory Acknowledgement "River" means a continually or intermittently flowing body of fresh water, including a stream and modified watercourse, but does not include:
- (a) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation and farm drainage canal);
  - (b) any part of the bed of the river which is not in Crown ownership or control from time to time;
  - (c) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (d) any tributary flowing into a river.



**ATTACHMENT 12.29**  
**STATUTORY ACKNOWLEDGEMENT FOR LAKE ROTORUA,**  
**KAIKOURA**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Rotorua, the location of which is shown on Allocation Plan MD 43 (SO Plan 7327).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Rotorua as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Rotorua is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu which were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the Waitaha tribe to New Zealand. According to tradition, Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards, and Rakaihautu taking another southwards by an inland route.
- 3.2 On his journey inland Rakaihautu used his famous kō (a tool similar to a spade) to dig what are now the principal lakes of Te Wai Pounamu. Those lakes included Whakamatau (Coleridge), Rotorua, Pukaki, Ohau, Wanaka, Tekapo and Hawea. All of these lakes were used by Ngāi Tahu as mahinga kai and sites of occupation.
- 3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforced tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4 Rotorua was used as a mahinga kai by Ngāi Tahu as well as the earlier tribes such as Ngāti Tumatakokiri and Ngāti Wairaki. The main foods taken from this area were waterfowl and eel.



- 3.5 The tūpuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 The mauri of Rotorua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Rotorua, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Rotorua to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Rotorua as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and



## STATUTORY ACKNOWLEDGEMENT FOR LAKE ROTORUA, KAIKOURA

- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Rotorua than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Rotorua.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Rotorua.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.



**ATTACHMENT 12.30**  
**STATUTORY ACKNOWLEDGEMENT FOR HOKA KURA**  
**(LAKE SUMNER), CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Hoka Kura (Lake Sumner), the location of which is shown on Allocation Plan MD 127 (SO Plan 19854).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Hoka Kura as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Hoka Kura is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Hoka Kura. The origins of the name 'Hoka Kura' have now been lost, although it is likely that it refers to one of the descendants of Rakaihautu.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 Hoka Kura was used as a mahinga kai by North Canterbury Ngāi Tahu. The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the

proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.4 The mahinga kai values of the lake were particularly important to Ngāi Tahu parties travelling to Te Tai Poutini (the West Coast). The lake was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the lake.
- 3.5 There are a number urupā and wāhi tapu in this region. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.6 The mauri of Hoka Kura represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Hoka Kura, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Hoka Kura to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to



## STATUTORY ACKNOWLEDGEMENT FOR HOKA KURA (LAKE SUMNER), CANTERBURY

Hoka Kura as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Hoka Kura than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Hoka Kura.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Hoka Kura.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.





**ATTACHMENT 12.31**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**WHAKAMATAU (LAKE COLERIDGE), CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Whakamatau (Lake Coleridge), the location of which is shown on Allocation Plan MD 128 (SO Plan 19855).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Whakamatau as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Whakamatau is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Whakamatau.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 This lake was occupied by the Ngāti Tū Te Piriraki hapū. Tū Te Piriraki was the son of Tū Te Kawa, a Ngāti Mamoe chief who held manawhenua in this region. When Tū Te Kawa died his family, including Tū Te Piriraki, married into the senior Ngāi Tahu families. Such strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the lake.



- 3.4 Whakamatau was a notable mahinga kai where tuna (eel) and water fowl were taken. The kiore (polynesian rat) was also taken in this region. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.5 Whakamatau was an integral part of a network of trails linking North Canterbury and Te Tai Poutini (the West Coast) which were used by the tūpuna in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the lake.
- 3.6 As a result of the area's history as a settlement site and part of a trail, there are many urupā associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.7 The mauri of Whakamatau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Whakamatau, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);



## STATUTORY ACKNOWLEDGEMENT FOR WHAKAMATAU (LAKE COLERIDGE), CANTERBURY

- (c) to empower the Minister responsible for management of Whakamatau to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Whakamatau as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Whakamatau than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Whakamatau.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Whakamatau.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land including a lake controlled by artificial means, but does not include:
- (a) any part of the lakebed which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its maximum operating level as prescribed from time to time by any resource consent or rule of a



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STATUTORY ACKNOWLEDGEMENT FOR WHAKAMATAU (LAKE COLERIDGE), CANTERBURY

regional plan or proposed plan within the meaning of the Resource Management Act 1991; or

- (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and a long horizontal stroke at the end.

**ATTACHMENT 12.32**  
**STATUTORY ACKNOWLEDGEMENT FOR TAKAPO (LAKE TEKAPO),**  
**CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Takapo (Lake Tekapo), the location of which is shown on Allocation Plan MD 34 (SO Plan 19836).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Takapo as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Takapo is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Takapo.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 Takapo was often occupied by Ngāi Tahu and, like most lakes, there are traditions of a taniwha connected with it. Tradition has it that the tohunga Te Maiharoa is the only person to have swum the lake and escaped the taniwha. This story is told to demonstrate that the mana of Te Maiharoa was greater than that of the taniwha of the lake.

- 3.4 As a result of this history of occupation, there are a number of urupā associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.5 Takapo served as a mahinga kai for South Canterbury Ngāi Tahu. Waterfowl and eel were the main foods taken from this lake. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 The mauri of Takapo represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Takapo, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Takapo to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Takapo as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

## 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Takapo than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Takapo.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Takapo.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land including a lake controlled by artificial means, but does not include:
- (a) any part of the lakebed which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its maximum operating level as prescribed from time to time by any resource consent or rule of a regional plan or proposed plan within the meaning of the Resource Management Act 1991; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.

**ATTACHMENT 12.33**  
**STATUTORY ACKNOWLEDGEMENT FOR LAKE ŌHAU,**  
**CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Ōhau, the location of which is shown on Allocation Plan MD 36 (SO Plan 19838).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Lake Ōhau as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Ōhau is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Ōhau. It is probable that the name 'Ōhau' comes from one of the descendants of Rakaihautu, Hau.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 Ōhau was traditionally occupied by the descendants of Te Rakitauhope and was the site of several battles between Ngāi Tahu and Ngāti Mamoe. Later, it supported Te Maiharoa and his followers in 1870s when they took occupation of land in the interior in protest against the Crown's failure to honour the 1848 Canterbury Purchase.



## STATUTORY ACKNOWLEDGEMENT FOR LAKE OHAU, CANTERBURY

- 3.4 As a result of this history of occupation, there are a number of urupā and wāhi tapu associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.5 Ōhau was an important mahinga kai, and part of a wider mahinga kai trail that ran from Lake Pukaki to the coast. The main foods taken in this area were weka, forest and water fowl and freshwater fish such as tuna (eel) and kokopu.
- 3.6 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.7 The mauri of Ōhau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Ōhau, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Ōhau to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to



## STATUTORY ACKNOWLEDGEMENT FOR LAKE ŌHAU, CANTERBURY

Ōhau as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Ōhau than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Ōhau.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Ōhau.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land including a lake controlled by artificial means, but does not include:
- (a) any part of the lakebed which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its maximum operating level as prescribed from time to time by any resource consent or rule of a regional plan or proposed plan within the meaning of the Resource Management Act 1991; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.



**ATTACHMENT 12.34**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**WHAKARUKUMOANA (LAKE MCGREGOR), CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Whakarukumoana (Lake McGregor), the location of which is shown on Allocation Plan MD 129 (SO Plan 19856).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Whakarukumoana as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

3.1 Whakarukumoana is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Whakarukumoana.

3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

3.3 Draining into Takapo (Lake Tekapo) via Te Wai-a-te-Kamana, Whakarukumoana forms a part of the network of waterways and land-based mahinga kai in this part of the interior. This area was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The



## STATUTORY ACKNOWLEDGEMENT FOR WHAKARUKUMOANA (LAKE MCGREGOR), CANTERBURY

traditional mobile lifestyle of the people led to their dependence on the resources of the lake.

- 3.4 The lake was very productive, although the indigenous fishery has now been depleted. The warmer shallows are important habitats for tuna (eels) and indigenous fish which prefer such conditions. This rainfed lake is a habitat for upland bully, common bully, long finned eel and galaxids as well as introduced trout.
- 3.5 Waterfowl, including a range of duck species, crested grebe and weka (formerly) are another important mahinga kai associated with the lake. Flora gathered from land adjoining the lake included matagouri, taramea, tutu, tatarahaka, manuka, snowgrass, and raupo. The succulent kiore (polynesian rat) was once an important food resource, as was the moa.
- 3.6 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.7 The mauri of Whakarukumoana represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Whakarukumoana, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);



## STATUTORY ACKNOWLEDGEMENT FOR WHAKARUKUMOANA (LAKE MCGREGOR), CANTERBURY

- (c) to empower the Minister responsible for management of Whakarukumoana to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Whakarukumoana as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Whakarukumoana than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Whakarukumoana.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Whakarukumoana.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land including a lake controlled by artificial means, but does not include:
- (a) any part of the lakebed which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its maximum operating level as prescribed from time to time by any resource consent or rule of a



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STATUTORY ACKNOWLEDGEMENT FOR WHAKARUKUMOANA (LAKE MCGREGOR), CANTERBURY

regional plan or proposed plan within the meaning of the Resource Management Act 1991; or

- (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.



**ATTACHMENT 12.35**  
**STATUTORY ACKNOWLEDGEMENT FOR WAIREWA**  
**(LAKE FORSYTH), CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Wairewa (Lake Forsyth), the location of which is shown on Allocation Plan MD 45 (SO Plan 19839).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Wairewa as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

3.1 Wairewa is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Wairewa.

3.2 There are place names connected with Wairewa which evoke earlier histories. One example is the mountain which Wairewa lies in the lee of, 'Te Upoko o Tahu Mataa'. This name refers to the Ngāi Tahu ancestor Tahu Mataa who lived and fought in Hawkes Bay. Like many other lakes, Wairewa was occupied by a taniwha called Tū Te Rakiwhānoa, whose origins stem back to the creation traditions.

3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.



## STATUTORY ACKNOWLEDGEMENT FOR WAIREWA (LAKE FORSYTH), CANTERBURY

- 3.4 The local hapū of this region is Ngāi Irakehu. Irakehu was the descendant of Mako, the Ngāi Tuhaitara chief who took Banks Peninsula with his cohort, Moki. Tradition has it that both Moki and Mako are buried near Wairewa. Poutaiki and Ōtūngakau are two principal urupā associated with Wairewa. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.5 Wairewa has been used by the descendants of Rakaihautu ever since it was ‘dug’. It is famous for the tuna (eels) that it holds and which migrate out to the sea in the autumn months. Ngāi Tahu gather here annually to take the tuna.
- 3.6 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.7 The mauri of Wairewa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Wairewa, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Wairewa to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and





## STATUTORY ACKNOWLEDGEMENT FOR WAIREWA (LAKE FORSYTH), CANTERBURY

- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Wairewa as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Wairewa than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Wairewa.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Wairewa.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
- (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
- (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.



**ATTACHMENT 12.36**  
**STATUTORY ACKNOWLEDGEMENT FOR LAKE PŪKAKI,**  
**CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Pūkaki, the location of which is shown on Allocation Plan MD 35 (SO Plan 19837).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Pūkaki as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Pūkaki is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Pūkaki.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 Pūkaki is referred to in Ngāi Tahu tradition as the basin that captures the tears of Aoraki: a reference to the melt waters that flow from Aoraki into the lake in the spring time.
- 3.4 As well as its association with Aoraki, Pūkaki is also a mahinga kai, noted particularly for its water fowl. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other



taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.5 The mauri of Pūkaki represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Pūkaki, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Pūkaki to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Pūkaki as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or



## STATUTORY ACKNOWLEDGEMENT FOR LAKE PŪKAKI, CANTERBURY

bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Pūkaki than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Pūkaki.

- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Pūkaki.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land including a lake controlled by artificial means, but does not include:
- (a) any part of the lakebed which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its maximum operating level as prescribed from time to time by any resource consent or rule of a regional plan or proposed plan within the meaning of the Resource Management Act 1991; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.



**ATTACHMENT 12.37**  
**STATUTORY ACKNOWLEDGEMENT FOR TE AO MĀRAMA (LAKE**  
**BENMORE), CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Te Ao Mārama (Lake Benmore), the location of which is shown on Allocation Plan MD 130 (SO Plan 19857).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Te Ao Mārama as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 While the man-made Te Ao Mārama is obviously a comparatively recent creation on the landscape, it overlays the path of the Waitaki River, which is very significant to Ngāi Tahu as the pathway of the waters from Aoraki to the sea. Ngāi Tahu Whānui always recognise and pay respects to Waitaki as a significant element of their being, and identity, a creation of the atua (gods), further moulded by Tū Te Rakiwhānoa and his assistants, one of whom was Marokura who stocked the waterways.
- 3.2 In addition, the lake now covers areas which have been very important in Ngāi Tahu history. The Ahuriri arm of the lake was the site of Te Ao Mārama, the nohoanga that Te Maiharoa was evicted from by the constabulary in the late 1800s. It is in memory of this that the lake is now referred to by the same name. A number of other nohoanga existed in the area the lake now covers, and these were among the 170 which one record lists as existing in the Waitaki basin. One of these was at Sailors Cutting, and was known as Te Whakapiri a Te Kaiokai.
- 3.3 Many wāhi tapu and wāhi taonga were also drowned by Te Ao Mārama, including a number of rock art sites, while others still survive. Urupā associated with the nohoanga in the area also lie under the lake. These are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.



- 3.4 An important and productive fishery exists in the lake, with the Haldane and Ahuriri arms once rich in long finned eels, although in more recent times the fishery has been depleted. Freshwater mussels (waikakahi) are also available in the Ahuriri shallows. Excellent stands of raupō grow on the edge of the lake, adjacent to the deep water, this hardy plant, which was traditionally used for kai and in the making of mokihi (a type of waka, or canoe, used on inland waterways) is not affected by the heavy frosts of the area or cattle grazing. The Ahuriri arm was also a important waterfowl and weka habitat.
- 3.5 Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the area. These whakapapa rights and relationships still apply to the lake itself.
- 3.6 The area which the lake now covers was once a major route from coast to coast: to Hawea and Wanaka via the Lindis pass, and to the West Coast via Ōkuru or Haast Pass. There was also a trail via the Lindis through into the Central Otago summer resorts, mahinga kai and pounamu resources. Trails linked to seasonal resource gathering lead into the Ōhau, Pūkaki and Takapo, Alexandrina and Whakarukumoana catchments. These were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land and waterways.
- 3.7 Wai-para-hoanga meaning literally ‘water of grinding stone dirt’ is a descriptive name for the water that once flowed unhindered in the Waitaki, sourced from Pūkaki, Takapo and Ōhau, and ultimately from Aoraki itself.
- 3.8 Notwithstanding more recent man-made changes to the landscape and waterways, the mauri of Te Ao Mārama represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:



## STATUTORY ACKNOWLEDGEMENT FOR TE AO MĀRAMA (LAKE BENMORE), CANTERBURY

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Te Ao Mārama, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Te Ao Mārama to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Te Ao Mārama as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Te Ao Mārama than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Te Ao Mārama.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Ao Mārama.



## STATUTORY ACKNOWLEDGEMENT FOR TE AO MĀRAMA (LAKE BENMORE), CANTERBURY

- 5.4 In this Statutory Acknowledgement “Lake” means a body of fresh water which is entirely or nearly surrounded by land including a lake controlled by artificial means, but does not include:
- (a) any part of the lakebed which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its maximum operating level as prescribed from time to time by any resource consent or rule of a regional plan or proposed plan within the meaning of the Resource Management Act 1991; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.





**ATTACHMENT 12.38**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**KŌTUKU – WHAKAOHO (LAKE BRUNNER/ MOANA), WEST COAST**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Kōtuku-Whakaoho (Lake Brunner/Moana), the location of which is shown on Allocation Plan MD 131 (SO Plan 12515).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Kōtuku-Whakaoho as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The name 'Kōtuku-Whakaoho' relates to a husband and wife called Kotuku and Māwhera. Both were killed at this site which led to one (Kōtuku) having their name applied to the lake and the other (Māwhera) lending their name to the Grey River.
- 3.2 As with most lakes, there is also a tradition of a taniwha connected with Kōtuku-Whakaoho. The story tells how two taniwha were killed by a chief because they had killed his father and sister. On their deaths, the taniwha became islands which now lie in the lake.
- 3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4 Kōtuku-Whakaoho holds an important place in Ngāi Tahu history as the site of the rangatira (chief) Tuhuru's battle with Ngāti Wairaki. Victory in this battle saw Ngāi Tahu gain manawhenua in this area.
- 3.5 Besides being a famous battle ground, Kōtuku-Whakaoho was important as the site of a permanent settlement, acting as a focal point for food gathering parties.

The principal food taken from the lake was tuna (eel). Water fowl and forest fowl were also important mahinga kai in this area.

- 3.6 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.7 The importance of the area to Ngāi Tahu was recognised by the Crown in the setting aside of a reserve at the lake for Ihaia, Tainui and Waipapara.
- 3.8 The mauri of Kōtuku-Whakaoho represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Kōtuku-Whakaoho, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Kōtuku-Whakaoho to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Kōtuku-Whakaoho as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).



## 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement:
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Kōtuku-Whakaoho than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Kōtuku-Whakaoho.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kōtuku- Whakaoho.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.

**ATTACHMENT 12.39**  
**STATUTORY ACKNOWLEDGEMENT FOR LAKE PARINGA,**  
**WEST COAST**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Paringa, the location of which is shown on Allocation Plan MD 132 (SO Plan 12516).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Paringa as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe, Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 3.2 Seasonal kainga nohoanga (settlements) were established for the taking of mahinga kai. Paringa was and still is a noted tuna (eel) fishery, significant spawning ground and kōhanga (nursery) for a variety of fish species and significant breeding area for manu (birds), including ducks, kukupa (kererū/wood pigeon) and weka (now extinct in this area). The lake was therefore a source of rich and abundant harvests. The area also provided plants utilised in raranga (weaving) and other practices.
- 3.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today. Because of the kainga nohoanga, a reserve was set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale.

## STATUTORY ACKNOWLEDGEMENT FOR LAKE PARINGA, WEST COAST

- 3.4 The lake also is a wāhi tapu. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.5 The mauri of Lake Paringa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Paringa, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Paringa to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Paringa as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] in the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or

## STATUTORY ACKNOWLEDGEMENT FOR LAKE PARINGA, WEST COAST

- bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Paringa than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Paringa.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Paringa.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.



**ATTACHMENT 12.40**  
**STATUTORY ACKNOWLEDGEMENT FOR LAKE KANIERE,**  
**WEST COAST**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Kaniere, the location of which is shown on Allocation Plan MD 133 (SO Plan 12517).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Kaniere as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Kaniere is noted in Ngāi Tahu tradition as a lake occupied by the Ngāti Wairaki explorer, Raureka. According to tradition, Raureka was the first to cross Kā Tiritiri o te Moana (the Southern Alps) from her village at Arahura. Apparently she left the village after an argument with her Ngāti Wairaki whānaunga (relatives). Raureka was accompanied by her slave as she wandered up to Kaniere and eventually came across a pass which took her to the Rakaia Valley and eventually the Canterbury Plains.
- 3.2 This route came to be later known as Noti Raureka (Brownings Pass). On the east coast, Raureka fell in with a number of Ngāi Tahu in the Temuka region who were felling timber with adzes. Raureka showed them her pounamu (greenstone) adze and proceeded to fell the tī tree. The Ngāi Tahu agreed that her pounamu was a better stone for an adze. Raureka eventually led a Ngāi Tahu party across the Alps to show them the source of pounamu.
- 3.3. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 3.4 Kaniere was also an important mahinga kai used by parties crossing between the coasts. Tuna (eels) and weka were the main foods taken in this area. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of

the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.5 Because of its importance as a mahinga kai, the Crown set aside a reserve at the lake for Ngāi Tahu last century.
- 3.6 The mauri of Kaniere represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Kaniere, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Kaniere to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Kaniere as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and



## STATUTORY ACKNOWLEDGEMENT FOR LAKE KANIERE, WEST COAST

- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Kanieri than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Kanieri.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kanieri.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.

**ATTACHMENT 12.41**  
**STATUTORY ACKNOWLEDGEMENT FOR LAKE HAWEA, OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Hawea, the location of which is shown on Allocation Plan MD 37 (SO Plan 24718).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Hawea as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Hawea is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Hawea.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 The name 'Hawea' may derive from Hawea, tupuna (ancestor) of the Waitaha hapū, Ngāti Hawea.
- 3.4 Hawea was traditionally noted as a rich tuna (eel) fishery, with many thousands of the fish once being caught, preserved and transported back to the kainga nohoanga (settlements) of coastal Otago.

## STATUTORY ACKNOWLEDGEMENT FOR LAKE HAWEA, OTAGO

- 3.5 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Hawea, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 The mauri of Hawea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Hawea, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Hawea to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Hawea as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and

## STATUTORY ACKNOWLEDGEMENT FOR LAKE HAWEA, OTAGO

- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Hawea than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Hawea.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Hawea.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land including a lake controlled by artificial means, but does not include:
- (a) any part of the lakebed which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its maximum operating level as prescribed from time to time by any resource consent or rule of a regional plan or proposed plan within the meaning of the Resource Management Act 1991; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.



**ATTACHMENT 12.42**  
**STATUTORY ACKNOWLEDGEMENT FOR LAKE WANAKA, OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Wanaka, the location of which is shown on Allocation Plan MD 38 (SO Plan 24719).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Wanaka as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Wanaka is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Wanaka.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 The name 'Wanaka' is considered by some to be a South Island variant of the word 'wananga' which refers to the ancient schools of learning. In these schools Ngāi Tahu tohunga (men of learning) would be taught whakapapa (genealogies) which stretched back to over a hundred generations and karakia (incantations) for innumerable situations. All of this learning they would be required to commit to memory.

## STATUTORY ACKNOWLEDGEMENT FOR LAKE WANAKA, OTAGO

- 3.4 Wanaka was traditionally noted as a rich tuna (eel) fishery, with many thousands of the fish once being caught, preserved and transported back to the kainga nohoanga (settlements) of coastal Otago.
- 3.5 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Wanaka, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 In 1836 an eeling party was attacked by Te Puoho, a rangatira (chief) of the North Island Ngāti Tama iwi. Te Puoho had plans of conquering Te Wai Pounamu, beginning his campaign at the southern end of the island. He compared his strategy to boning an eel which is started at the tail end of the fish. Having travelled down Te Tai Poutini (the West Coast) to Jackson Bay, Te Puoho crossed Haast Past into Wanaka and Lake Hawea where he found a Ngāi Tahu eeling party which he captured at Makarora. Two infant girls were captured and eaten. Te Puoho suspected this family was an outpost and so he gave instructions for two guards to follow a young teenager called Pukuharuru who was ordered to show them where the main camp was. However Pukuharuru managed to escape after dark and alert his father, Te Raki. Te Raki killed the two guards, who were lost without their guide, and the Wanaka families managed to escape the region.
- 3.7 Te Puoho continued his campaign at Tuturau where there were other families fishing. However some of the people managed to escape to Tiwai Point near Bluff where they lit a warning fire. This fire alerted the southern forces and, under the leadership of Tuhawaiki, Ngāi Tahu prepared to meet Te Puoho at Tuturau. After discussing the situation with the tohunga, Ngāi Tahu were assured of victory. While the priests chanted their karakia to the gods of war, the heart of the enemy chief appeared before Ngāi Tahu in the firelight, carried by the wings of a bird. With this omen that the gods of war were on the side of Ngāi Tahu, they attacked Te Puoho the next morning. Te Puoho was shot by a young Ngāi Tahu lad called Topi and his army was taken captive. The head of Te Puoho was cut from his body and stuck on a pole facing his home in the north. Wanaka is therefore noted in history for its part in what was to be the last battle between the North and South Island Māori.
- 3.8 The mauri of Wanaka represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Wanaka, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Wanaka to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Wanaka as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Wanaka than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Wanaka.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

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## STATUTORY ACKNOWLEDGEMENT FOR LAKE WANAKA, OTAGO

- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Wanaka.
- 5.4 In this Statutory Acknowledgement “Lake” means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.





**ATTACHMENT 12.43**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**WHAKATIPU-WAI-MĀORI (LAKE WAKATIPU), OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Whakatipu-Wai-Māori (Lake Wakatipu), the location of which is shown on Allocation Plan MD 39 (SO Plan 24720).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Whakatipu-wai-māori as set out below.

**3 Cultural, Spiritual, Historic and/or Traditional Association of Ngai Tahu with the Statutory Area**

- 3.1 The name 'Whakatipu-wai-māori' originates from the earliest expedition of discovery made many generations ago by the tupuna Rakaihautu and his party of the Uruao waka. Rakaihautu is traditionally credited with creating the great waterways of the interior of the island with his famous kō (a tool similar to a spade), known as Tū Whakaroria (renamed Tuhiraki at the conclusion of the expedition).
- 3.2 There are many traditions relating to the lake. One of the most famous tells that the hollow which forms the bed of the lake was created when the people known as Te Rapuwai came upon the giant tipua (ogre) Matau as he lay there in a deep sleep. Matau had been responsible for the disappearance of many small hunting parties and had entrapped a beautiful maiden, Manatā. The father of Manatā offered her in marriage to the man who could bring her safely home. Matakauri, who was in love with Manatā, ventured forth, discovering that Matau slept when the northwest wind blew. Matakauri selected a day when the wind was blowing the right way and set forth. He found Manatā and, using his mere, he attempted to sever the bonds which held her, but try as he would he failed. Manatā began to sob bitterly, and as her tears fell on the cords, they melted away. Matakauri carried Manatā back to the village where they became man and wife. However Matakauri knew that while Matau lived no maiden was safe, so he set forth when again the northwest wind blew, and set fire to the large growth of bracken that acted as a bed for the giant. Matau was smothered in flames, the fat from his body augmenting the fire, until the blaze was so fierce that it burned a hole more than

1000 feet deep. The snow on the surrounding hills melted and filled the hole, which is known today as Lake Wakatipu.

- 3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4 Whakatipu-wai-māori once supported nohoanga and villages which were the seasonal destinations of Otago and Murihiku (Southland) whānau and hapū for many generations, exercising ahi kā and accessing mahinga kai and providing a route to access the treasured pounamu located beyond the head of the lake. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the lake. It is because of these patterns of activity that the lake continues to be important to rūnanga located in Murihiku, Otago and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the Area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 3.5 The lake also supported permanent settlements, such as the kaika (village) Tahuna near present-day Queenstown, Te Kirikiri Pā, located where the Queenstown gardens are found today, a Ngāti Mamoe kaika near the Kawarau Falls called Ō Te Roto, and another called Takerehaka near Kingston. The Ngāti Mamoe chief Tu Wiri Roa had a daughter, Haki Te Kura, who is remembered for her feat of swimming across the lake from Tahuna, a distance of some three kilometres.
- 3.6 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.7 A key attraction of the lake was the access it provided to seasonal campsites and the pounamu located at the head of the lake at the Dart and Routeburn River catchments, from which countless generations gathered inaka and koko-takiwai pounamu and transported it back to coastal settlements for fashioning into tools, ornaments and weapons.
- 3.8 Waka and mokihi were the key modes of transport for the pounamu trade, travelling the length and breadth of Whakatipu-wai-māori. Thus there were numerous tauranga waka (landing places) on the lake and the islands upon it (Matau and Wāwāhi-waka). The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the lake. The lake was an integral part of a network of trails which

were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the roto (lake).

- 3.9 Whakatipu-wai-māori is an important source of freshwater, the lake itself being fed by hukawai (melt waters). These are waters with the highest level of purity and were accorded traditional classifications by Ngāi Tahu that recognised this value. Thus it is a puna (spring) which sustains many ecosystems important to Ngāi Tahu. The mauri of Whakatipu-wai-māori represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Whakatipu-Wai-Māori, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Whakatipu-Wai-Māori to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Whakatipu-Wai-Māori as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).



**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Whakatipu-Wai-Māori than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Whakatipu-Wai-Māori.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Whakatipu-Wai-Māori.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.

**ATTACHMENT 12.44**  
**STATUTORY ACKNOWLEDGEMENT FOR KURAMEA**  
**(LAKE CATLINS), OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Kuramea (Lake Catlins), the location of which is shown on Allocation Plan MD 134 (SO Plan 24728).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Kuramea as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 'Kuramea' is the traditional name for the waterway now known as Catlins Lake.
- 3.2 The lake and estuary were significant sources of mahinga kai, supporting a number of nohoanga (settlements) in the vicinity. Tuna (eels) inaka (whitebait), tuaki (cockles), pupu (mudsnails), pipi and flatfish were taken from Kuramea. The lake was also a source of raranga (weaving) materials including harakeke and paru (mud used in dying).
- 3.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Kuramea, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.4 As a result of this history of use, there are a number of wāhi taonga within the wetland area, including middens and other evidence of occupation. These are important as places holding the memories of Ngāi Tahu tūpuna. In particular, a number of finds within the wetlands confirm the area's history as a waka (canoe building area).
- 3.5 The mauri of Kuramea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related.

Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Kuramea, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Kuramea to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Kuramea as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Kuramea than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Kuramea.

## STATUTORY ACKNOWLEDGEMENT FOR KURAMEA (LAKE CATLINS), OTAGO

- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kuramea.
- 5.4 In this Statutory Acknowledgement “Lake” means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.

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**ATTACHMENT 12.45**  
**STATUTORY ACKNOWLEDGEMENT FOR MOTURAU**  
**(LAKE MANAPŌURI), SOUTHLAND**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Moturau (Lake Manapōuri), the location of which is shown on Allocation Plan MD 40 (SO Plan 12257).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Moturau as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

3.1 Moturau (or Motu-ua) is one of the lakes referred to in the tradition of 'Nga Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Moturau. Rakaihautu named the lake Motu-ua, a reference to the persistent rain which troubled his party here.

3.2 Tamatea and his party passed this way in their journey back to their homeland after their waka, Takitimu, broke its back at the mouth of the Waiau River. It was Tamatea who named the lake Moturau (possibly a woman's name but more likely to relate to the many islands found in the lake). Tamatea's party established a camp on the edge of the lake, which is probably under water now, and called it Whitiaka-te-ra (the shining of the sun), indicating that they enjoyed a very different experience of the lake from Rakaihautu. Other traditional names associated with the lake include Te Maui (North Arm), Te Tukeroa (Beehive), Manapōuri (north-eastern reach), Wairoa River (upper Waiau River), Te Rakatu (Garnock Burn), Te Konuotu-te-Makohu (Monument), Huatea (South Arm).





- 3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4 A number of wāhi taonga and nohoanga associated with the lake are now under its waters. Eel weirs have been found at the Monument and Hope Arm of the lake, and there was a canoe manufacturing site at Pigeon Island. Such wāhi taonga are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna.
- 3.5 As a mahinga kai, the lake was important for the fowling it offered Murihiku coastal settlements in summer. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of Moturau, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 The mauri of Moturau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Moturau, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Moturau to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and

- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Moturau as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

## 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Moturau than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Moturau.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Moturau.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land including a lake controlled by artificial means, but does not include:
- (a) any part of the lakebed which is not in Crown ownership or control from time to time;
- (b) any land which the waters of the lake do not cover at its maximum operating level as prescribed from time to time by any resource consent or rule of a regional plan or proposed plan within the meaning of the Resource Management Act 1991; or
- (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.



**ATTACHMENT 12.46**  
**STATUTORY ACKNOWLEDGEMENT FOR LAKE HAUROKO,**  
**SOUTHLAND**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Hauroko, the location of which is shown on Allocation Plan MD 41 (SO Plan 12258).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Hauroko as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Hauroko is strongly associated with urupā in the immediate vicinity, including one on an island in the lake, known to Pākehā as Mary Island. In particular, Ngāti Rakiamoa and Ngāti Ruahikihiki have several traditions about their dead laying in this region.
- 3.2 Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. It is because of its proximity to these ūrupa that Hauroko is considered tapu by Ngāi Tahu.
- 3.3 The mauri of Hauroko represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Hauroko, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Hauroko to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Hauroko as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Hauroko than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Hauroko.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

## STATUTORY ACKNOWLEDGEMENT FOR LAKE HAUROKO, SOUTHLAND

- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Hauroko.
- 5.4 In this Statutory Acknowledgement “Lake” means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.



**ATTACHMENT 12.47**  
**STATUTORY ACKNOWLEDGEMENT FOR TE ANA-AU**  
**(LAKE TE ANAU), SOUTHLAND**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Te Ana-Au (Lake Te Anau), the location of which is shown on Allocation Plan MD 42 (SO Plan 12259).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Te Ana-au as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Te Ana-au is one of the lakes referred to in the tradition of 'Ngā Puna Wai Karikari o Rakaihautu' which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Te Ana-au.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 Te Ana-au figures in Ngāi Tahu histories as one of the last places where Ngāi Tahu and Ngāti Mamoe came into conflict after the peace established between Rakihihia and Te Hautapuniotū. After Rakihihia had died, his bones were stripped of flesh and were buried in a cave on a cliff facing the seaside near Dunedin. However a landslip led to the bones being uncovered. The bones were found by Ngāi Tahu fishermen and made into fish hooks, an act designed to insult. Among Māori it was a practice to take the bones of enemy leaders who had recently died,

fashion them into fish hooks and present fish caught with them to the enemy as a gift. Once the fish had been eaten, the enemy would be told they had feasted on fish who had in turn feasted on their dead.

- 3.4 While the Ngāi Tahu were fishing with their Ngāti Mamoe relations, one of the Ngāi Tahu fisherman referred to the fish biting the bones of Rakiihia. The Ngāti Mamoe fisherman recognised the insult and checked the cave in which their leader had been interned. Finding that the grave had been desecrated, the Ngāti Mamoe found and killed the son of a senior Ngāi Tahu rangatira (chief). Before the Ngāi Tahu could retaliate, the Ngāti Mamoe were warned that they should leave the coast for the inland lakes where they would not be found. The Ngāti Mamoe headed to Te Ana-au. Among this Ngāti Mamoe party was Rakiihia's brother, Pukutahi. Pukutahi fell sick along Te Anau's shoreline and rested while his followers explored the lake to find a safer place.
- 3.5 Approaching the lakes, Te-Hau, the leader of the Ngāi Tahu party, observed that the fugitives had divided in two, and unfortunately for Pukutahi, decided to follow the trail up to Te Ana-au. The Ngāti Mamoe camp was found and in the morning the chiefs of Ngāti Mamoe, including Pukutahi, were killed. This was to be one of the last battles between the tribes.
- 3.6 The lake was an important mahinga kai in the interior. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Te Ana-au, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.7 The mauri of Te Ana-au represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);

## STATUTORY ACKNOWLEDGEMENT FOR TE ANA-AU (LAKE TE ANAU), SOUTHLAND

- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Te Ana-Au, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Te Ana-Au to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Te Ana-Au as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Te Ana-Au than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Te Ana-Au.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Ana-Au.





## STATUTORY ACKNOWLEDGEMENT FOR TE ANA-AU (LAKE TE ANAU), SOUTHLAND

5.4 In this Statutory Acknowledgement “Lake” means a body of fresh water which is entirely or nearly surrounded by land including a lake controlled by artificial means, but does not include:

- (a) any part of the lakebed which is not in Crown ownership or control from time to time;
- (b) any land which the waters of the lake do not cover at its maximum operating level as prescribed from time to time by any resource consent or rule of a regional plan or proposed plan within the meaning of the Resource Management Act 1991; or
- (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.

**ATTACHMENT 12.48**  
**STATUTORY ACKNOWLEDGEMENT FOR MAHI TĪKUMU (LAKE**  
**AVIEMORE), OTAGO**

*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Mahi Tīkumu (Lake Aviemore), the location of which is shown on Allocation Plan MD 492 (SO Plan 24731).

**2 Preamble**

Pursuant to Section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Mahi Tīkumu as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 While the man-made Mahi Tīkumu is obviously a comparatively recent creation on the landscape, it overlays the path of the Waitaki River, which is very significant to Ngāi Tahu as the pathway of the waters from Aoraki to the sea. Ngāi Tahu Whānui always recognise and pay respects to Waitaki as a significant element of their being and identity, a creation of the atua (gods), further moulded by Tū Te Rakiwhānoa and his assistants, one of whom was Marokura who stocked the waterways.
- 3.2 In addition, the lake now covers areas which have been very important in Ngāi Tahu history. A number of nohoanga existed along the former river basin, among the 170 which one record lists as existing in the Waitaki basin.
- 3.3 Many wāhi tapu and wāhi taonga were also drowned by Mahi Tīkumu, including a number of rock art sites. Other areas of the lake's catchment are awaiting survey for rock art. Urupā associated with the nohoanga in the area also lie under the lake. These are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.4 An important and productive tuna (eel) fishery existed in the lake, although in more recent times the customary fishery has become depleted. Freshwater mussels (waikakahi) are also available in the shallows. Excellent stands of raupō grow on the edge of the lake, adjacent to the deep water. This hardy plant, which

was traditionally used for kai and in the making of mokihi (a type of waka, or canoe, used on inland waterways) is not affected by the heavy frosts of the area or cattle grazing.

- 3.5 The area which the lake now covers was once a major route from coast to coast: to Hawea and Wanaka via the Lindis pass, and to the West Coast via Ōkuru or Haast Pass. There was also a trail via the Lindis through into the Central Otago summer resorts, mahinga kai and pounamu resources. Trails linked to seasonal resource gathering lead into the Ōhau, Pūkaki and Takapo, Alexandrina and Whakarukumoana catchments.
- 3.6 The area covered by the lake was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land and waterways.
- 3.7 Wai-para-hoanga, meaning literally ‘water of grinding stone dirt’ is a descriptive name for the water that once flowed unhindered in the Waitaki, sourced from Pūkaki, Takapo and Ōhau, and ultimately from Aoraki itself.
- 3.8 Notwithstanding more recent man-made changes to the landscape and waterways, the mauri of Mahi Tīkumu represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Mahi Tikumu, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);

## STATUTORY ACKNOWLEDGEMENT FOR MAHI TĪKUMU (LAKE AVIEMORE), OTAGO

- (c) to empower the Minister responsible for management of Mahi Tīkumu to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Mahi Tīkumu as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Mahi Tīkumu than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Mahi Tīkumu.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Mahi Tīkumu.

5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land, but does not include:

- (a) any part of the lake which is not in Crown ownership or control from time to time;
- (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or



STATUTORY ACKNOWLEDGEMENT FOR MAHI TĪKUMU (LAKE AVIEMORE), OTAGO

- (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.

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**ATTACHMENT 12.49**  
**STATUTORY ACKNOWLEDGEMENT FOR KĀ MOANA HAEHAE**  
**(LAKE ROXBURGH), OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Kā Moana Haehae (Lake Roxburgh), the location of which is shown on Allocation Plan MD 491 (SO Plan 24730).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Kā Moana Haehae as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

3.1 The name 'Kā Moana Haehae' refers to the joining of two waterways. In this case it refers to the confluence of the Mata-au and Manuherikia Rivers over which the lake lies.

3.2 The whole of the Mata-au (Clutha River), on which Kā Moana Haehae lies, was part of a mahinga kai trail that led inland and was used by Otago hapū including Ngāti Kuri, Ngāti Ruahikihiki, Ngāti Huirapa and Ngāi Tū Ahuriri. The river was used as a highway into the interior, and provided many resources to sustain travellers on that journey. The river was a significant indigenous fisheries, providing tuna (eels), kanakana (lamprey) and kokopu in the area over which Kā Moana Haehae now lies. Manu (birds), including moa, would have been taken from areas adjoining the river, over which the lake now lies.

3.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

3.4 The waterway was also very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded north and south. Thus there were numerous tauranga waka (landing places) along it. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and

landing places, and the locations of food and other resources on the river. The waterway was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the waterway.

- 3.5 The mauri of Kā Moana Haehae represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Kā Moana Haehae, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Kā Moana Haehae to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Kā Moana Haehae as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

## STATUTORY ACKNOWLEDGEMENT FOR KĀ MOANA HAEHAE (LAKE ROXBURGH), OTAGO

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Kā Moana Haehae than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Kā Moana Haehae.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kā Moana Haehae.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.





**ATTACHMENT 12.50**  
**STATUTORY ACKNOWLEDGEMENT FOR TE WAIRERE (LAKE**  
**DUNSTAN), OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Lake known as Te Wairere (Lake Dunstan), the location of which is shown on Allocation Plan MD 490 (SO Plan 24729).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Te Wairere as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The name 'Te Wairere' refers to the speed with which the river once ran at this point.
- 3.2 The whole of the Mata-au (Clutha River), on which Te Wairere lies, was part of a mahinga kai trail that led inland and was used by Otago hapū including Ngāti Kuri, Ngāti Ruahikihiki, Ngāti Huirapa and Ngāi Tu Ahuriri. The river was used as a highway into the interior, and provided many resources to sustain travellers on that journey. The river was a significant indigenous fishery, providing tuna (eels), kanakana (lamprey) and kokopu in the area over which Te Wairere now lies. Manu (birds), including moa, would have been taken from areas adjoining the river, over which the lake now lies.
- 3.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.4 The waterway was also very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded north and south. Because of its location at the confluence of Mata-au and Kawarau Rivers, Te Wairere was an important staging post on journeys inland and down-river. A tauranga waka and nohoanga sited at the junction of the two rivers acted as such a



## STATUTORY ACKNOWLEDGEMENT FOR TE WAIRERE (LAKE DUNSTAN), OTAGO

staging post. As a result of this history of use and occupation there are a number of wāhi taonga (including rock shelters and archaeological sites) in the area, some of which are now under the waters of the lake. Wāhi tapu are important as places holding the memories and traditions of Ngāi Tahu tūpuna.

- 3.5 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The waterway was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the waterway.
- 3.6 The mauri of Te Wairere represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Te Wairere, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Te Wairere to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Te Wairere as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).



**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Te Wairere than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Te Wairere.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Wairere.
- 5.4 In this Statutory Acknowledgement "Lake" means a body of fresh water which is entirely or nearly surrounded by land, but does not include:
- (a) any part of the lake which is not in Crown ownership or control from time to time;
  - (b) any land which the waters of the lake do not cover at its highest level without exceeding its margin; or
  - (c) any river or watercourse, artificial or otherwise, draining into or out of a lake.



**ATTACHMENT 12.51**  
**STATUTORY ACKNOWLEDGEMENT FOR MOANA RUA**  
**(LAKE PEARSON), CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Moana Rua (Lake Pearson), the location of which is shown on Allocation Plan MD 51 (SO Plan 19840).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Moana Rua as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The wetland area known to Pākeha as Lake Pearson is known to Ngāi Tahu as Moana Rua. The area falls along the route across the main divide which is now known as Arthurs Pass. The area was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the area.
- 3.2 This area was primarily used as a mahinga kai by the Kaiapoi Ngai Tahu, with weka, kakapō and tuna (eels) being the main foods taken. The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 Several urupā are recorded in this immediate area. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.



3.4 The mauri of Moana Rua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Moana Rua, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Moana Rua to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Moana Rua as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Moana Rua than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Moana Rua.

MO  
LL

## STATUTORY ACKNOWLEDGEMENT FOR MOANA RUA (LAKE PEARSON), CANTERBURY

- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Moana Rua.
- 5.4 In this Statutory Acknowledgement “Wetland” means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.

MD  


**ATTACHMENT 12.52**  
**STATUTORY ACKNOWLEDGEMENT FOR Ō TŪ WHAREKAI**  
**(ASHBURTON LAKES), CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Ō Tū Wharekai (Ashburton Lakes), the location of which is shown on Allocation Plan MD 53 (SO Plan 19841).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Ō Tū Wharekai as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The creation of the Ō Tū Wharekai wetlands is associated with Tū Te Rakiwhānoa and his shaping of Te Wai Pounamu (the South Island) to make it habitable for humans. The Ō Tū Wharekai complex was created as Tū Te Rakiwhānoa arranged the debris in the Waka a Aoraki while forming the harbours and plains and heaping up mountains of the interior.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 The name 'Ō Tū Wharekai' actually relates to the part of the complex known as the Māori Lakes. The other lakes and wetlands which make up the complex also have their own names.
- 3.4 Important nohoanga (settlements) associated with seasonal mahinga kai gathering and travel to and through this area included: Tūtaewera, Hatere, Uhi, Matakou, Kirihonuhonu, Ōtautari, Punataka, Te Kiakia, Tamatakou.
- 3.5 The complex was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile



lifestyle of the people led to their dependence on the resources of the wetlands. Mahinga kai resources taken from the area included: tuna (eels), weka, kaka, kereru, tui, pukeko and other waterfowl, aruhe, kiore, kauru, matai and pokaka.

- 3.6 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the wetlands, the relationship of people with the area and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.7 The mauri of Ō Tū Wharekai represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Ō Tū Wharekai, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Ō Tū Wharekai to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Ō Tū Wharekai as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).



**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Ō Tū Wharekai than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Ō Tū Wharekai.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Ō Tū Wharekai.
- 5.4 In this Statutory Acknowledgement "Wetland" means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.

**ATTACHMENT 12.53**  
**STATUTORY ACKNOWLEDGEMENT FOR ŌRAKIPAOA WETLAND,**  
**CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Ōrakipaoa the location of which is shown on Allocation Plan MD 54 (SO Plan 19842).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Ōrakipaoa as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The creation of the Ōrakipaoa wetlands is associated with Tū Te Rakiwhānoa and his shaping of the island to make it habitable for humans. Ōrakipaoa was created as Tū Te Rakiwhānoa arranged the debris in the Waka a Aoraki while forming the harbours and plains and heaping up mountains of the interior.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 One of the first explorers recorded in the area was Rakaihouia, son of Rakaihautu, who was given the task of exploring the east coast of the South Island for suitable harbours, settlement sites and food resources. Rakaihouia met up with Rakaihautu at Waihao, just to the south of Ōrakipaoa, as Rakaihautu returned overland from Murihiku. From the time of Rakaihouia, the area was occupied in succession by Waitaha, Ngāti Mamoe and Ngāi Tahu, who established a number of settlements and pā at Ōrakipaoa.
- 3.4 The old pa site of Te Wai-a-rua-ti was occupied as a strong defensive position during the time of Te Rauparaha and earlier periods. The kainga of Te Rehe was on an island (Harakeke Tautoro) which was once surrounded by extensive



swamplands, through which ran numerous creeks and waterways. Other pā and settlements within the Ōrakipaoa wetland complex include Ōrāhui and Hawea.

- 3.5 As well as being an area of permanent occupation, ōrakipaoa formed part of numerous trails. Trails followed river valleys into the interior, as the populous settlements in the area required regular excursions to gather mahinga kai and other resources from further afield. Ōrakipaoa was also a tauranga waka and one of the stopping-off places for those travelling between Taumutu and Ōtākou.
- 3.6 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the trails. The wetlands were an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetlands.
- 3.7 Mahinga kai resources were gathered from Ōrakipaoa over many generations. A wide range of mahinga kai were found within the complex, including coastal and estuarine as well as freshwater resources. The area was renowned for its eeling and bird hunting. Other fisheries for which the area was known included inaka (whitebait) and wet fish, minnows, the now-extinct grayling, giant kokopu, flounders, mullet, and small fish known as panako, pipiki and paraki. The complex was also a source of tī kouka (cabbage tree).
- 3.8 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the wetlands, the relationship of people with the area and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.9 The mauri of Ōrakipaoa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Ōrakipaoa, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Ōrakipaoa to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Ōrakipaoa as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Ōrakipaoa than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Ōrakipaoa.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

## STATUTORY ACKNOWLEDGEMENT FOR ŌRAKIPAOA WETLAND, CANTERBURY

- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Ōrakipaoa.
- 5.4 In this Statutory Acknowledgement “Wetland” means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.



**ATTACHMENT 12.54**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**PUNATARAKAO WETLAND, CANTERBURY**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Punatarakao, the location of which is shown on Allocation Plan MD 137 (SO Plan 19858).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Punatarakao as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

3.1 The Punatarakao wetland near the mouth of the Waihao river was a noted mahinga kai and traditional Ngāi Tahu occupation site. One of the principal traditions relating to the area tells that it is guarded by the taniwha, Tū Te Rakiwhānoa, who was said to appear as a sign of death.

3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

3.3 Punatarakao was the site of a Ngāi Tahu village, and was also famous for its Whare Wananga, where tohunga went to learn. As a result of this history of occupation, there are a number of urupā and wāhi tapu in the area. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

3.4 It was the mahinga kai of the Punatarakao wetland area which made it attractive as an occupation site. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the area, the relationship of people with the

area and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.5 The mauri of Punatarakao represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Punatarakao, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Punatarakao to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Punatarakao as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to



## STATUTORY ACKNOWLEDGEMENT FOR PUNATARAKAO WETLAND, CANTERBURY

Punatarakao than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Punatarakao.

- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Punatarakao.
- 5.4 In this Statutory Acknowledgement “Wetland” means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.





**ATTACHMENT 12.55**  
**STATUTORY ACKNOWLEDGEMENT FOR ŌKARI LAGOON,**  
**WEST COAST**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Ōkari Lagoon, the location of which is shown on Allocation Plan MD 49 (SO Plan 15494).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Ōkari Lagoon as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe, Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 3.2 This hapua (estuary) once supported a number of significant kainga nohoanga (settlements) including Tauraka, Ōmau, Ōweka, Ōrowaiti, Te Kuha, Ōrikaka, Waimakaroa and Whareatea. As a result of this pattern of occupation, there are a number of recorded and unrecorded archaeological sites associated with the Ōkari, including middens. Such sites are a focus for memories of Ngāi Tahu tūpuna, and as such are wāhi taonga to the descendants of those tūpuna.
- 3.3 Ōkari was and still is a significant spawning ground and kōhanga (nursery) for a variety of fish species and a significant breeding area for manu (birds). The Lagoon remains a source of rich and abundant harvests.
- 3.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.5 As a mark of the significance of the area as a mahinga kai and because of the kāinga nohoanga, a reserve was set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale.
- 3.6 The mauri of Ōkari represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lagoon.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Ōkari Lagoon, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Ōkari Lagoon to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Ōkari Lagoon as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or

## STATUTORY ACKNOWLEDGEMENT FOR ŌKARI LAGOON, WEST COAST

bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Ōkari Lagoon than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Ōkari Lagoon.

- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Ōkari Lagoon.
- 5.4 In this Statutory Acknowledgement "Wetland" means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.

**ATTACHMENT 12.56**  
**STATUTORY ACKNOWLEDGEMENT FOR ŌKĀRITO LAGOON,**  
**WEST COAST**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Ōkārīto Lagoon, the location of which is shown on Allocation Plan MD 47 (SO Plan 12510).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Ōkārīto Lagoon as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Ōkārīto Lagoon area was traditionally occupied by the Ngāti Wairaki and Rapuwai hapū before Ngāi Tahu gained manawhenua (tribal authority over the area). The area was important as the site of the Ngāti Wairaki Whare Wananga. It was to this wananga that the Ngāi Tahu rangatira (chiefs) went so as to learn the whakapapa to the South Island. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Ngāi Tahu as an iwi.
- 3.2 Ōkārīto is well known as the place occupied by the kōtuku (white heron) and there are many Ngāi Tahu waiata (songs) that tell the tale of the kōtuku.
- 3.3 The lagoon was also a rich mahinga kai. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.4 The mauri of Ōkārīto represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### 4 Effect of Statutory Acknowledgement

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting *clause 5*, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Ōkārīto Lagoon, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Ōkārīto Lagoon to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Ōkārīto Lagoon as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### 5 Limitations on effect of Statutory Acknowledgement

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Ōkārīto Lagoon than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Ōkārīto Lagoon.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

## STATUTORY ACKNOWLEDGEMENT FOR ŌKĀRITO LAGOON, WEST COAST

- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Lake Ōkārīto.
- 5.4 In this Statutory Acknowledgement “Wetland” means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.

A handwritten signature in black ink, appearing to be 'M17' followed by a stylized signature.

**ATTACHMENT 12.57**  
**STATUTORY ACKNOWLEDGEMENT FOR POUERUA**  
**(SALTWATER LAGOON), WEST COAST**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Pouerua (Saltwater Lagoon), the location of which is shown on Allocation Plan MD 48 (SO Plan 12511).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Pouerua as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe, Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 3.2 Pouerua once supported a number of significant kainga nohoanga (settlements) including one on the lagoon itself, and others at the mouths of the Waitangi Taona, Waitangi Roto, Whataroa and Poherua Rivers. As a result of this pattern of occupation, there are urupā and archaeological sites associated with Pouerua. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.3 Pouerua was and still is a significant spawning ground and kōhanga (nursery) for a variety of fish species and a significant breeding area for manu (birds). The Lagoon remains a source of rich and abundant harvests.
- 3.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.5 As a mark of the significance of the area as a mahinga kai and because of the kainga nohoanga, reserves were set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale. It was at Pouerua in 1860 that the Crown agent James Mackay sealed the purchase of Te Tai Poutini (the West Coast) from the chiefs of Poutini Ngāi Tahu, although the Arahura Deed giving effect to this purchase was actually signed at Mawhera.
- 3.6 The mauri of Pouerua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lagoon.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Pouerua, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Pouerua to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Pouerua as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and

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## STATUTORY ACKNOWLEDGEMENT FOR POUERUA (SALTWATER LAGOON), WEST COAST

- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Pouerua than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Pouerua.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Pouerua.
- 5.4 In this Statutory Acknowledgement "Wetland" means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.

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**ATTACHMENT 12.58**  
**STATUTORY ACKNOWLEDGEMENT FOR KARANGARUA LAGOON,**  
**WEST COAST**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Karangarua Lagoon, the location of which is shown on Allocation Plan MD 50 (SO Plan 12512).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Karangarua Lagoon as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe, Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 3.2 Seasonal kainga nohoanga (settlements) were established at the mouth of the Karangarua Lagoon for the taking of kai-awa (river-sourced foods) and manu (birds).
- 3.3 Karangarua Lagoon was and still is a significant spawning ground and kōhanga (nursery) for a variety of fish species and a significant breeding area for manu. The Lagoon remains a source of rich and abundant harvests. Pokorotutu and Ōtehautumua were and are notable mahinga kai areas at the north and south ends respectively of the Karangarua. The area is noted particularly for its tuna (eel) and inaka (whitebait) fisheries, as a source of raranga (weaving) materials and other useful plants including raupo, wiwi and harakeke. The traditional practice of collecting seagull eggs from the lagoon during spring is still carried out by local Ngāi Tahu.
- 3.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their

## STATUTORY ACKNOWLEDGEMENT FOR KARANGARUA LAGOON, WEST COAST

dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 3.5 As a mark of the significance of the lagoon as a mahinga kai, reserves were set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale, and subsequently under the South Island Landless Natives Act 1906.
- 3.6 The mauri of Karangarua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lagoon.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Karangarua Lagoon, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Karangarua Lagoon to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Karangarua Lagoon as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### 5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and

## STATUTORY ACKNOWLEDGEMENT FOR KARANGARUA LAGOON, WEST COAST

- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Karangarua Lagoon than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Karangarua Lagoon.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Karangarua Lagoon.
- 5.4 In this Statutory Acknowledgement "Wetland" means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.

**ATTACHMENT 12.59**  
**STATUTORY ACKNOWLEDGEMENT FOR TE TAURAKA POTI**  
**(MERTON TIDAL ARM), OTAGO**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Te Tauraka Poti (Merton Tidal Arm), the location of which is shown on Allocation Plan MD 56 (SO Plan 24722).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Te Tauraka Poti as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Te Tauraka Poti, fed by the streams known as Kirikiri Whakahoro and Kokonui, was a major mahinga kai for kainga and pā located on the coast north of the Otago Peninsula. The wetlands were a rich source of kai, including tuna (eels), mohao (flounder), giant kokopu and water fowl. The wetlands were particularly valued as a spawning ground for inaka (whitebait).
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Te Tauraka Poti, the relationship of people with the wetland and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 As a result of this history of use, there are a number of wāhi taonga within the wetland area, including middens and other evidence of occupation. These are important as places holding the memories of Ngāi Tahu tūpuna.
- 3.4 Te Tauraka Poti formed an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetland.

3.5 Much of Te Tauraka Poti's continuing significance to Ngāi Tahu lies in the fact that it is the only remaining wetland area of any significance in the vicinity. The mauri of Te Tauraka Poti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetland.

#### **4 Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Te Tauraka Poti, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Te Tauraka Poti to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Te Tauraka Poti as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Te Tauraka Poti than that person or entity would give under the relevant

## STATUTORY ACKNOWLEDGEMENT FOR TE TAURAKA POTI (MERTON TIDAL ARM), OTAGO

statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Te Tauraka Poti.

- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Tauraka Poti.
- 5.4 In this Statutory Acknowledgement “Wetland” means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.



**ATTACHMENT 12.60**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**WAIHOLA/WAIPORI WETLAND, OTAGO**

*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Waihola/Waipori, the location of which is shown on Allocation Plan MD 55 (SO Plan 24721).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Waihola/Waipori as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The Waihola/Waipori wetlands were once one of the most significant food baskets in the Otago region, and featured in the seasonal activity of the coastal settlements as far away as the Otago Peninsula and harbour area, Pūrākaunui and Puketeraki. The wetlands were once much larger in water area and deeper than at present, connected by a labyrinth of waterways and having a gravel bed which has now been overlaid by silt and mud.
- 3.2 The names 'Waihola/Waipori' are likely of Waitaha derivation, with 'hola' being the Waitaha form of 'hora' meaning flat, spread out or widespread. 'Waipori' may in fact be a misrecording of 'Waipouri', which is used in many older manuscripts, being a reference to the dark, tanin-stained water the wetland receives from Waipori River, a heavily wooded catchment.
- 3.3 The Waihola/Waipori area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. The wetland supported a number of pā within its environs and nearby. For example, Whakaraupuka, the pā of the Ngāti Mamoe chief Tukiauau was located in the area now known as Sinclair Wetlands, although Tukiauau eventually relocated further to the south as the southward movement of his Ngāi Tahu foes became uncomfortably close.
- 3.4 There were also many nohoanga (temporary campsites) located within the complex, used by food gathering parties which would travel to the lakes and camp



## STATUTORY ACKNOWLEDGEMENT FOR WAIHOLA/WAIPORI WETLAND, OTAGO

- on the fringes for two to three days to gather kai; to eel, hunt water fowl and gather flax. There were also permanent or semi-permanent settlements located in a number of locations around the lakes, some on islands in the wetlands system.
- 3.5 A number of other settlements further afield were also dependant on the mahinga kai resources of Waihola/Waipori for sustenance, including Tū Paritaniwha Pā near Momona, Ōmoua Pā above Henley, Maitapapa (Henley area), the Kaik south of Henley and Takaaihitau near the old Taieri Ferry bridge, in addition to other settlements adjacent to the Taieri River up and downstream of the wetlands. Ōtākou and Puketeraki hapū would also make seasonal visits to gather resources and strengthen and maintain the kupenga (net) of whakapapa on which their rights to use those resources were based.
- 3.6 There is an account which tells of a sudden flood which required people trapped on the bank at a place called Whakaraupō, on the network of waterways that link Waihola with Waipori, to hastily construct a mokihi out of raupō to reach safety. A meeting place was opened here in 1901 by the locals, the house was named Te Waipounamu.
- 3.7 For Ngāi Tahu, histories such as these tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.8 Waihola/Waipori was a key mahinga kai resource for Ngāi Tahu based along the Otago coastal region, where an abundance of tuna (eel), inaka (whitebait), patiki (flounder) and other indigenous fish were available. Waterfowl and fibre resources such as harakeke and raupō were also easily accessible from the wetlands. Spearing, setting hinaki and nets, and bobbing for eel were regular activities on the wetlands in the season. The gathering of young ducks in the moult, and the catching of herons, pukeko and other birds supplemented the broad range of kai available from the wetlands.
- 3.9 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Waihola/Waipori, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.10 The attractiveness of Waihola/Waipori as a mahinga kai was enhanced by their accessibility. With the direct link to the Taieri River, access via the Taieri to villages on the banks of the Taieri River, upstream and down, and access by waka to the coast and northward to ōtākou, kai and other resources gathered from the wetlands could be transported back to these home bases with relative ease.

## STATUTORY ACKNOWLEDGEMENT FOR WAIHOLA/WAIPORI WETLAND, OTAGO

- 3.11 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the wetlands. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetlands.
- 3.12 Because of the long history of use of Waihola/Waipori as a mahinga kai, supporting permanent and temporary settlements, there are numerous urupā, wāhi tapu and wāhi taonga associated with the wetlands. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.
- 3.13 The mauri of Waihola/Waipori represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetlands. The wetlands represent, in their resources and characteristics, a strong element of identity for those who had manawhenua (tribal authority over the area) whose tūpuna were nurtured on the food and resources of the wetlands for generations.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Waihola/Waipori, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Waihola/Waipori to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to

Waihola/Waipori as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

## **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Waihola/Waipori than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Waihola/Waipori.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Waihola/Waipori.
- 5.4 In this Statutory Acknowledgement "Wetland" means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.

**ATTACHMENT 12.61**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**TOI TOI WETLAND, RAKIURA, SOUTHLAND**

*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Toi Toi, the location of which is shown on Allocation Plan MD 135 (SO Plan 12266).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Toi Toi as set out below.

**3 Acknowledgement of Association**

- 3.1 Toi Toi wetland is particularly significant to Ngāi Tahu as a kakapō habitat. The kakapō, once a prized mahinga kai for Ngāi Tahu, used the wetland as a feeding ground.
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Toi Toi, the relationship of people with the wetland and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 Much of Toi Toi's value lies in its pristine and unmodified character. The mauri of Toi Toi represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetland.

**4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

## STATUTORY ACKNOWLEDGEMENT FOR TOI TOI WETLAND, RAKIURA, SOUTHLAND

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Toi Toi as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Toi Toi to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Toi Toi as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Toi Toi than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Toi Toi.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Toi Toi.



## STATUTORY ACKNOWLEDGEMENT FOR TOI TOI WETLAND, RAKIURA, SOUTHLAND

- 5.4 In this Statutory Acknowledgement “Wetland” means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.



**ATTACHMENT 12.62**  
**STATUTORY ACKNOWLEDGEMENT FOR WAITUNA WETLAND,**  
**SOUTHLAND**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Waituna, the location of which is shown on Allocation Plan MD 58 (SO Plan 12260).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Waituna as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Intermittently open to the sea, Waituna wetland (with the western end, where the lagoon breaks out to sea known as Ka-puna-wai) was a major food basket utilised by nohoanga and permanent settlements located in the immediate vicinity of the wetlands, and further away, for its wide variety of reliable mahinga kai. The great diversity of wildlife associated with the complex includes several breeds of ducks, white heron, gulls, spoonbill, kōtuku, oystercatcher, dotterels, terns and fernbird. The wetlands are important kohanga (spawning) grounds for a number of indigenous fish species. Kaimoana available includes giant and banded kokopu, varieties of flatfish, tuna (eels), kanakana (lamprey), inaka (whitebait), waikakahi (freshwater mussel) and waikoura (freshwater crayfish). Harakeke, raupō, manuka, totara and totara bark, and pingao would also have been regularly harvested cultural materials. Paru or black mud was available, particularly sought after as a product for making dyes.
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Waituna, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 As a result of this history of use and occupation of the area, there are wāhi tapu and wāhi taonga all along its shores. It is also possible that particular sections of the wetland were used for waiwhakaheke tupapaku (water burial).



- 3.4 Urupā and wāhi tapu are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.5 The mauri of Waituna represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Waituna, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Waituna to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Waituna as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### **5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and



## STATUTORY ACKNOWLEDGEMENT FOR WAITUNA WETLAND, SOUTHLAND

- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Waituna than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Waituna.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Waituna.
- 5.4 In this Statutory Acknowledgement "Wetland" means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.

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**ATTACHMENT 12.63**  
**STATUTORY ACKNOWLEDGEMENT FOR URUWERA**  
**(LAKE GEORGE), SOUTHLAND**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Uruwera (Lake George), the location of which is shown on Allocation Plan MD 59 (SO Plan 12261).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Uruwera as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Lake George is known to Ngāi Tahu as Uruwera, named after a descendant of the Waitaha rangatira (chief), Rakaihautu. Uruwera's descent lines lead to Te Ropuake, the wife of Mako, a leading chief of Ngāti Irakehu of Banks Peninsula. Te Ropuake's mother was Hine Te Awheka, wife of Te Rakiwhakaputa, another leading Ngāi Tahu chief who eventually occupied Rapaki on Banks Peninsula. Both Mako and Te Rakiwhakaputa migrated to Canterbury with the Ngāi Tahu hapu, Ngāi Tuhaitara. Examples such as this demonstrate the interconnected nature of Ngāi Tahu whakapapa.
- 3.2 For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 Foods taken from this mahinga kai included tuna (eels), inaka (whitebait) and water fowl. Uruwera has been in continual use by Ngāi Tahu as a mahinga kai for many generations. The lake is a particularly important resource for Ngāi Tahu from Ōraka, Awarua and Ruapuke.
- 3.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Uruwera, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.



## STATUTORY ACKNOWLEDGEMENT FOR URUWERA (LAKE GEORGE), SOUTHLAND

3.5 As a result of this history of use, there a number of urupā associated with Uruwera. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

3.6 The mauri of Uruwera represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### 4 Effect of Statutory Acknowledgement

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Uruwera, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to empower the Minister responsible for management of Uruwera to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
- (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Uruwera as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### 5 Limitations on effect of Statutory Acknowledgement

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and

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## STATUTORY ACKNOWLEDGEMENT FOR URUWERA (LAKE GEORGE), SOUTHLAND

- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Uruwera than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Uruwera.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Uruwera.
- 5.4 In this Statutory Acknowledgement "Wetland" means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.

A handwritten signature in black ink, appearing to be 'MD' followed by a stylized flourish.

**ATTACHMENT 12.64**  
**STATUTORY ACKNOWLEDGEMENT FOR**  
**MANAWAPŌPŌRE/HIKURAKI (MAVORA LAKES)**  
*(Clause 12.2)*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the Wetland known as Manawapōpōre/Hikuraki (Mavora Lakes), the location of which is shown on Allocation Plan MN 77 (SO Plan 12235).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Manawapōpōre / Hikuraki as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Manawapōpōre and Hikuraki are part of one of the most significant catchments in Murihiku (Southland). The wetland also lies in the path of the important trail from the mouth of the Ōreti River onward, via the Greenstone Valley, to the head of Whakatipu-wai-māori (Lake Wakatipu), or alternatively continuing along the Greenstone Valley and out via the Hollyford to the West Coast. These were important trading routes, to gather pounamu for exchange with northern iwi for materials and foods unavailable in the south.
- 3.2 The wetland area was, therefore, an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the area.
- 3.3 In addition the trails were part of summer time pursuits such as kai hau kai, whānaungatanga (the renewal and strengthening of family links) and arranging marriages with hapū from the neighbouring region of Otago, and further afield. Such strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the area.
- 3.4 The Manawapōpōre (Upper Mavora) is noted for eel weirs, which were constructed on the lake edges for catching eels, utilising flat stones, built in a loop

out from the lake edge, with gaps at either end and one in the middle. Construction of the eel weir recreates the type of environment that eels like to congregate in, hence reliable catches are made.

- 3.5 The tūpuna had considerable knowledge of such techniques, places for catching and gathering kai and other taonga, ways in which to use the resources of the area, the relationship of people with the area and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 The mauri of Manawapōpōre / Hikuraki represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### **4 Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Manawapōpōre/Hikuraki, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Manawapōpōre/Hikuraki to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Manawapōpōre/Hikuraki as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Manawapōpōre/Hikuraki than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Manawapōpōre/Hikuraki.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Manawapōpōre/Hikuraki.
- 5.4 In this Statutory Acknowledgement "Wetland" means a permanently or intermittently wet area, shallow water and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions, but does not include:
- (a) any part of the bed of the wetland which is not in Crown ownership or control from time to time;
  - (b) any land bordering the wetland;
  - (c) any river or watercourse, artificial or otherwise, draining into or out of the wetland; or
  - (d) any lake.



**ATTACHMENT 12.65**  
**DEED OF RECOGNITION FOR HANANUI (MOUNT ANGLEM)**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Hananui**

The area which is the subject of this Deed is the area known as Hananui (Mt Anglem) (the “Area”) as shown on Allocation Plan MS 264 (SO Plan 12249). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Hananui**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hananui as set out below.
- 2.2 As with all principal maunga (mountains), Hananui is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents.



## DEED OF RECOGNITION FOR HANANUI (MOUNT ANGLEM)

- 2.3 The name Hananui is derived from an event involving the tupuna (ancestor) Rakitamau, a chief of Te Taumutu, and son of Tū Te Kawa. Rakitamau became a widower through the unfortunate death of his wife. Rakitamau journeyed to Motunui (as Rakiura was called then) seeking the hand of a tribally renowned wāhine (woman) to take her place, as in his view she would increase his standing due to her mana, reflected in her connections to the land and important people of Rakiura.
- 2.4 On his arrival at her village, Rakitamau asked for the woman by name, only to be told by a laughing group of women she was tāpui (betrothed or set apart). At this, Rakitamau blushed deeply. When he then asked for her sister the people laughed loudly, as they told him she was tāpui also. This news made him blush further so that his cheeks flamed. He left the island never to return and the women were so amused that they named the highest point on the island Hananui, referring to the great glow of Rakitamau, in memory of the event. Rakiura itself takes its name from the glowing skies of this region, the aurora lights.
- 2.5 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.6 Pūtātāra was an old settlement under the lee of Hananui, a place to which an Otago rangatira (chief), Tukiauau, retired to seek refuge.
- 2.7 The mauri of Hananui represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Hananui.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and sections 40A and 40B of the Reserves Act, of all Conservation Management Strategies and Conservation Management Plans which relate to the Area;



## DEED OF RECOGNITION FOR HANANUI (MOUNT ANGLEM)

- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures, huts, signs and tracks.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).
- 4 Other Provisions**
- Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;



## DEED OF RECOGNITION FOR HANANUI (MOUNT ANGLEM)

- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ], )

Minister of Conservation in the )

presence of: )

[ ]

DEED OF RECOGNITION FOR HANANUI (MOUNT ANGLEM)

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.66**  
**DEED OF RECOGNITION FOR UERAU (MOUNT UWERAU)**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Uerau**

The area which is the subject of this Deed is the area known as Uerau (Mount Uerau) (the “Area”) as shown on Allocation Plan MS 101 (SO Plan 7318). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Uerau**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Uerau as set out below.
- 2.2 The name ‘Uerau’ should properly be spelt ‘Uerau’, which is the name of an important a Ngāi Tahu tupuna (ancestor) with Ngāti Mamoe descent lines. In particular, those descent lines lead down to Tura, a principal tupuna for Ngāti Mamoe, Ngāti Wairaki and Rapuwai - all of which are constituents of the iwi known today as Ngāi Tahu. For Ngāi Tahu, such placing of tūpuna names on significant landscape features serves as a reminder of tribal identity and solidarity,

and continuity between generations, and documents the events that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

- 2.3 As with all principal maunga (mountains), Uerau is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents. Like the rest of the mountains in this region, Uerau is closely connected with the Arai Te Uru tradition, which tells that many of the mountains of the Southern Alps and Kaikoura Ranges are the manifestations of the survivors of the Arai Te Uru waka (canoe) which foundered at Moeraki, on the north Otago coast.
- 2.4 This area was used by Ngāi Tahu as a mahinga kai (food gathering place) where birds, particularly tītī (muttonbirds) were harvested. The tūpuna had considerable knowledge of such places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 There are a number of urupā (burial places) in this area unique to the descendants of Tura. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.6 The Kāti Kurī hapū of Ngāi Tahu has manawhenua (tribal authority over land) and carries the responsibilities of kaitiaki in relation to the area. The hapū is represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 2.7 The mauri of Uerau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and sections 40A and 40B of the Reserves Act, of all Conservation



## DEED OF RECOGNITION FOR UERAU (MOUNT UWERAU)

- Management Strategies and Conservation Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
- (i) any programmes to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;



## DEED OF RECOGNITION FOR UERAU (MOUNT UWERAU)

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 Minister of Conservation in the )  
 presence of: )

\_\_\_\_\_ )  
 [ ]



DEED OF RECOGNITION FOR UERAU (MOUNT UWERAU)

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary

## DEED OF RECOGNITION FOR AORAKI

**ATTACHMENT 12.67**  
**DEED OF RECOGNITION FOR AORAKI**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Aoraki**

The area which is the subject of this Deed is the area known as Aoraki / Mount Cook (the “Area”) as shown on Allocation Plan MS 1 (SO Plan 19831). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Aoraki**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Aoraki as set out below.
- 2.2 In the beginning there was no Te Wai Pounamu or Aotearoa. The waters of Kiwa rolled over the place now occupied by the South Island, the North Island and Stewart Island. No sign of land existed.



## DEED OF RECOGNITION FOR AORAKI

- 2.3 Before Raki (the Sky Father) wedded Papa-tua-nuku (the Earth Mother), each of them already had children by other unions. After the marriage, some of the Sky Children came down to greet their father's new wife and some even married Earth Daughters.
- 2.4 Among the celestial visitors were four sons of Raki who were named Ao-raki (Cloud in the Sky), Raki-roa (Long Raki), Raki-rua (Raki the Second), and Raraki-roa (Long Unbroken Line). They came down in a canoe which was known as Te Waka o Aoraki. They cruised around Papa-tua-nuku who lay as one body in a huge continent known as Hawaiiki.
- 2.5 Then, keen to explore, the voyagers set out to sea but no matter how far they travelled, they could not find land. They decided to return to their celestial home but the karakia (incantation) which should have lifted the waka (canoe) back to the heavens failed and their craft ran aground on a hidden reef turning to stone and earth in the process.
- 2.6 The waka listed and settled with the west side much higher out of the water than the east. Thus the whole waka formed the South Island, hence the name: Te Waka o Aoraki. Aoraki and his brothers clambered on to the high side and were turned to stone. They are still there today. Aoraki is the mountain known to Pākeha as Mount Cook, and his brothers are the next highest peaks near him. The form of the island as it now is owes much to the subsequent deeds of Tū Te Rakiwhānoa, who took on the job of shaping the land to make it fit for human habitation.
- 2.7 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.8 The meltwaters that flow from Aoraki are sacred. On special occasions of cultural moment, the blessings of Aoraki are sought through taking of small amounts of its 'special' waters, back to other parts of the island for use in ceremonial occasions.
- 2.9 The mauri of Aoraki represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the mountain.
- 2.10 The saying 'he kapua kei runga i Aoraki, whakarewa whakarewa' ('the cloud that floats aloft Aoraki, for ever fly, stay aloft') refers to the cloud that often surrounds



## DEED OF RECOGNITION FOR AORAKI

Aoraki. Aoraki does not always 'come out' for visitors to see, just as that a great chief is not always giving audience, or on 'show'. It is for Aoraki to choose when to emerge from his cloak of mist, a power and influence that is beyond mortals, symbolising the mana of Aoraki.

- 2.11 To Ngāi Tahu, Aoraki represents the most sacred of ancestors, from whom Ngāi Tahu descend and who provides the iwi with its sense of communal identity, solidarity and purpose. It follows that the ancestor embodied in the mountain remains the physical manifestation of Aoraki, the link between the supernatural and the natural world. The tapu associated with Aoraki is a significant dimension of the tribal value, and is the source of the power over life and death which the mountain possesses.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any departmental guidelines for search and rescue programmes;
    - (iv) any programme to identify and protect wildlife;
    - (v) any programme to eradicate pests or other introduced species; or
    - (vi) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures, huts, signs and tracks.

## DEED OF RECOGNITION FOR AORAKI

- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

**4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.



## DEED OF RECOGNITION FOR AORAKI

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 Minister of Conservation in the )  
 presence of: )

\_\_\_\_\_ )  
 [ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

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*Occupation*

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*Address*

DEED OF RECOGNITION FOR AORAKI

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.68**  
**DEED OF RECOGNITION FOR TITITEA (MOUNT ASPIRING)**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Tititea**

The area which is the subject of this Deed is the mountain known as Tititea (Mount Aspiring), located in the Mount Aspiring National Park (the “Area”) as shown on Allocation Plan MS 2 (SO Plan 24665). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Tititea**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Tititea as set out below.
- 2.2 As with all principal maunga (mountains), Tititea is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents. Tititea is a prominent and majestic peak, clearly visible from a number of vantage points in the south and its role in Ngāi Tahu’s creation





stories gives rise to its tapu status. From the heights above Te Ana-au (Lake Te Anau), it is a particularly impressive sight when the sun is setting.

- 2.3 The most common Ngāi Tahu name for the mountain known to Pākeha as Mount Aspiring is Tititea, referring to the mountain's white peak. It is not unusual, however, for places and physical features to have more than one name, reflecting the traditions of the successive iwi who peopled the land. Other names for the mountain include 'Mākahi Tā Rakiwhānoa' (referring to a wedge belonging to Tū Te Rakiwhānoa) and 'Ōtapahu', which may refer to a type of dogskin cloak.
- 2.4 The Bonar Glacier is known as Hukairoroa Tā Parekiore (which refers to the long, hard glacial ice and crevasses formed by Parekiore). Parekiore was a giant who used to stalk up and down the South and North Islands taking tītī (muttonbirds) northwards and returning with kumara. The lakes represent his footprints and the frozen splashes from his footsteps in the south were transformed into glaciers.
- 2.5 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.6 The area was part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land.
- 2.7 The mauri of Tititea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

## DEED OF RECOGNITION FOR TITITEA (MOUNT ASPIRING)

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute,



## DEED OF RECOGNITION FOR TITITEA (MOUNT ASPIRING)

regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]



DEED OF RECOGNITION FOR TITITEA (MOUNT ASPIRING)

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

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Rūnanga Representative

\_\_\_\_\_

Secretary



## DEED OF RECOGNITION FOR TŪTOKO

**ATTACHMENT 12.69  
DEED OF RECOGNITION FOR TŪTOKO***(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Tūtoko**

The area which is the subject of this Deed is the mountain known as Tutoko (the “Area”) as shown on Allocation Plan MS 3 (SO Plan 12231). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Tūtoko**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Tūtoko as set out below.
- 2.2 The Fiordland area - within which Tūtoko stands - represents, in tradition, the raised up sides of Te Waka o Aoraki, after it foundered on a submerged reef and its occupants, Aoraki and his brothers, were turned to stone. These people are now manifested in the highest peaks in Ka Tiritiri o Te Moana (the Southern Alps). The fiords at the southern end of the Alps were carved out of the raised



## DEED OF RECOGNITION FOR TŪTOKO

side of the wrecked Waka o Aoraki by Tū Te Rakiwhānoa, in an effort to make the waka (canoe) habitable by humans. The deep gorges and long waterways that are the fiords were provided as safe havens on this rugged coast, and stocked with fish, forest and birds to sustain humans.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Tūtoko is not, in fact, the original name of the maunga (mountain), but was applied by Dr J. Hector in 1863 after he met the old rangatira (chief) Tūtoko and his two daughters, Sara and May. The hills to the north of the Kōtuku River are named the Sara Hills, and those to the south May Hills, after these daughters. The use of this name is seen as appropriate to Ngāi Tahu, as Tūtoko was an important rangatira of this region at that time, and is represented by the mountain.
- 2.5 Tūtoko is the kaitiaki (guardian) of Whakatipuwaitai, the westernmost creation of Rakaihautu and the southernmost kainga (settlement) of Te Tai Poutini (West Coast) pounamu trails, which provides access to koko-tangiwai (a type of pounamu) at Piopiotahi (Milford Sound) and Poison Bay further to the south. The kainga was also an important staging post for travel into the Lake Wakatipu area via the Hollyford Valley. All of these trails, whether by land or by sea, lie under the shadow of Mt Tūtoko.
- 2.6 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.7 Mountains such as Tūtoko are linked in whakapapa to the Gods, and being the closest earthly elements to Raki the sky father, they are likened to the children of Raki and Papa, reaching skyward. The mauri of Tūtoko represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to



## DEED OF RECOGNITION FOR TŪTOKO

the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (v) any programme to eradicate pests or other introduced species; or
  - (vi) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and



## DEED OF RECOGNITION FOR TŪTOKO

- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]





DEED OF RECOGNITION FOR TŪTOKO

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

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Rūnanga Representative

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Secretary



**ATTACHMENT 12.70**  
**DEED OF RECOGNITION FOR**  
**PIKIRAKATAHI (MOUNT EARNSLAW)**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Pikirakatahi**

The area which is the subject of this Deed is the area known as Pikirakatahi (Mount Earnslaw) (the “Area”) as shown on Allocation Plan MS 4 (SO Plan 24666). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Pikirakatahi**

2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Pikirakatahi as set out below.

2.2 The creation of Pikirakatahi (Mt Earnslaw) relates in time to Te Waka o Aoraki, and the efforts of Tū Te Rakiwhānoa. It is said that during its formation a wedge of pounamu was inserted into this mountain, which is the highest and most prominent peak in this block of mountains. The mountain is also linked to the



travels of Rakaihautu, who dug out the great lakes of the interior with his kō (a tool similar to a spade), known as Tū Whakaroria (and renamed Tuhiraki at the conclusion of the expedition).

- 2.3 The origins of the name 'Pikirakatahi' have been lost, but it is known that many places and physical features have more than one name, reflecting the traditions of the successive iwi who peopled the land. It is, however, likely that the name relates to Rakaihautu or subsequent people, as most of the prominent lakes, rivers and mountains of the interior take their name from the journey of Rakaihautu.
- 2.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.5 Pikirakatahi was of crucial significance to the many generations that journeyed to that end of Whakatipu-wai-māori (Lake Wakatipu) and beyond. Staging camps for the retrieval of pounamu were located at the base of the mountain, while semi-permanent settlements related to the pounamu trade were located closer to the lake.
- 2.6 Pikirakatahi stands as kaitiaki (guardian) over the pounamu resource and represented the end of a trail, with the tohu (marker) to the pounamu resource sitting opposite on Koroka (Cosmos Peak). The tūpuna (ancestors) had considerable knowledge of whakapapa, traditional trails, places for gathering kai (food) and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.7 The retrieval of large amounts of pounamu from this source, so far inland and over a range of physical barriers, attests to the importance of this resource to the economy and customs of the iwi over many generations. The people would also gather native birds for kai, and firewood with which to cook and provide warmth, from the forests covering the lower flanks of Pikirakatahi. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the mountain. It is because of these patterns of activity that Pikirakatahi continues to be important to rūnanga located in Otago, Murihiku and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.

2.8 The mauri of Pikirakatahi represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Pikirakatahi.

### 3 Role of Te Rūnanga

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).



#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.



## DEED OF RECOGNITION FOR PIKIRAKATAHI (MOUNT EARNSLAW)

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.  
In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [                      ]

**SIGNED** for and on behalf of                      )  
**HER MAJESTY THE QUEEN** in                      )  
right of New Zealand by [                      ], )  
Minister of Conservation in the                      )  
presence of:                      )

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presence of:                      )

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Rūnanga Representative

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Secretary

**ATTACHMENT 12.71**  
**DEED OF RECOGNITION FOR MOTUPŌHUE (BLUFF HILL)**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Motupōhue**

The area which is the subject of this Deed is the area known as Motupōhue (Bluff Hill) (the “Area”) as shown on Allocation Plan MS 8 (SO Plan 12233). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Motupōhue**

2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Motupōhue as set out below.

2.2 The name ‘Motupōhue’ is an ancient one, brought south by Ngāti Mamoe and Ngāi Tahu from the Hawkes Bay region where both tribes originated. The name recalls a history unique to the Ngāi Tuhaitara and Ngāti Kurī hapū that is captured in the line, “Kei korā wā kei Motupōhue, he pareka e kai ana, nā tō tūtae” - (“It was there at Motupōhue that a shag stood, eating your excrement”).



## DEED OF RECOGNITION FOR MOTUPŌHUE (BLUFF HILL)

- 2.3 Oral traditions say that the Ngāti Mamoe leader, Te Rakitauneke, is buried upon this hill. Te Rakitauneke's saying was: "Kia pai ai tāku titiro ki Te Ara a Kiwa" ("Let me gaze upon Foveaux Strait"). Some traditions also place another Ngāti Mamoe leader, Tū Te Makohu, on this hill.
- 2.4 For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity and solidarity, and document the events which shaped Ngāi Tahu as an iwi.
- 2.5 The mauri of Motupōhue represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Motupōhue.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and sections 40A and 40B of the Reserves Act, of all Conservation Management Strategies and Conservation Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures, huts, signs, roads and tracks.





## DEED OF RECOGNITION FOR MOTUPŌHUE (BLUFF HILL)

- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

**4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).



**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*



DEED OF RECOGNITION FOR MOTUPŌHUE (BLUFF HILL)

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.72**  
**DEED OF RECOGNITION FOR MATAKAEA (SHAG POINT)**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Matakaea**

The area which is the subject of this Deed is the area known as Matakaea Recreation Reserve and Onewhenua Historic Reserve (the “Area”) as shown on Allocation Plan MS 9 (SO Plan 24686). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Matakaea**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Matakaea as set out below.
- 2.2 The name ‘Matakaea’ recalls the tradition of the Arai Te Uru canoe, which capsized off Moeraki. From Moeraki, the crew managed to swim ashore, leaving the cargo to be taken ashore by the waves. The crew members fled inland and were transformed into the mountains which form the Southern Alps.



- 2.3 The Arai Te Uru tradition is also important because it explains the origins of kumara. The story originally began with Roko i Tua who came to Aotearoa and met the Kāhui Tipua. The Kāhui Tipua gave Roko i Tua mamaku (tree fern) to eat. However Roko i Tua preferred the kumara that he had in his belt which he took out and soaked in a bowl of water. The Kāhui Tipua tasted the kumara and asked where it was from. Roko i Tua replied saying that the kumara came from 'across the sea'.
- 2.4 The Kāhui Tipua then made a canoe and, under the leadership of Tū Kakariki, went to Hawaiki and returned with the kumara to Aotearoa. The Kāhui Tipua planted the kumara but the crop failed. However, Roko i Tua had also sailed to Hawaiki on the canoe called Arai Te Uru. Roko i Tua landed at Whangarā, Hawaiki, and learnt the karakia (incantations) and tikanga (customs) connected to planting kumara. Roko i Tua then gave his canoe to two crew members called Pakihiwitahi and Hape ki Tua Raki. The Arai Te Uru returned under the leadership of these two commanders and eventually foundered off the Moeraki Coast at Matakaea.
- 2.5 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.6 The Matakaea area has been occupied for many centuries and is the site of numerous urupā and wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna (ancestors) and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, which are frequently protected by secret locations.
- 2.7 The mauri of Matakaea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

## DEED OF RECOGNITION FOR MATAKAEA (SHAG POINT)

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 40A and 40B of the Reserves Act, of all Conservation Management Strategies and Conservation Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute,



## DEED OF RECOGNITION FOR MATAKAEA (SHAG POINT)

regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]



DEED OF RECOGNITION FOR MATAKAEA (SHAG POINT)

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary



**ATTACHMENT 12.73**  
**DEED OF RECOGNITION FOR TOKATĀ (NUGGET POINT)**

*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Tokatā**

The area which is the subject of this Deed is the area known as Tokatā (Nugget Point) (the “Area”) as shown on Allocation Plan MS 10 (SO Plan 24699). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Tokatā**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Tokatā as set out below.
- 2.2 The creation and shaping of Tokatā and the surrounding coastline relates in time to Te Waka o Aoraki, and the subsequent efforts of Tū Te Rakiwhānoa. The name ‘Tokatā’ is a reference to the Nuggets, however, the individual nuggets also carry their own names: Te Ana Puta has a cave in it, Pae Koau is frequented by shags, three small nuggets on the north side are known collectively as Makunui and

## DEED OF RECOGNITION FOR TOKATĀ (NUGGET POINT)

supports a large seal colony, while the nugget furthest out to sea is Porokaea. The hill on which the lighthouse stands is known to Ngāi Tahu as Taumata o Te Rakipokia, and a cave on the north side of this hill is Te Ana o Katiwairua. For Ngāi Tahu, such traditional names and their associated histories reinforce tribal identity and solidarity, and continuity between generations, and document the events that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

- 2.3 The great explorer Rakaihautu passed by this area of the Otago coast on his journey northward, and the area was subsequently visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. This area of the Otago coast has many reminders of the uneasy relationships that once existed between Ngāti Mamoe and Ngāi Tahu. Skirmishes between the two iwi occurred intermittently just to the north, however one battle occurred within the area referred to as Tokatā after which some of the fallen were cooked. As a result of this activity, this area is now a wāhi tapu. Such wāhi tapu are the resting places of Ngāi Tahu tūpuna (ancestors) and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.
- 2.4 Tokatā is a significant physical marker on South Otago the coast, with waka (canoes) voyaging south and north, or out to sea on fishing expeditions utilising it as a bearing marker. It also acted as a pointer to the safe tauranga waka (landing place) in Kaimātai Bay, just to the north. The tūpuna had an intimate knowledge of navigation, sea routes, safe harbours and landing places, and the locations of food and other resources on the coast. Tokatā therefore formed an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as tāonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land and sea. Tokatā also marks the south-eastern boundary of the Ōtākou Sale Deed area, marked out in 1844.
- 2.5 A variety of mahinga kai (principally kaimoana - seafood) is available at Tokatā. The extensive rocky intertidal zone provides paua, kutai (mussels) and koura (crayfish) in abundance. The fur seal, leopard seal and sea lion all rest here, with their pups forming a ready source of kai in days gone by. Gulls eggs, koau (shags) and tītī (muttonbirds) were also harvested in the area. An excellent rimurapa (kelp) resource was utilised for making poha (storage bags), capable of preserving the tītī for up to two years. Excellent fishing grounds seaward of Tokatā supplied the resources of the coast.



## DEED OF RECOGNITION FOR TOKATĀ (NUGGET POINT)

- 2.6 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other tāonga, ways in which to use the resources of the land and sea, the relationship of people with the coastline and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.7 The mauri of Tokatā represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and sections 40A and 40B of the Reserves Act, of all Conservation Management Strategies and Conservation Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures, huts, signs and tracks.



## DEED OF RECOGNITION FOR TOKATĀ (NUGGET POINT)

- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

**4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

## DEED OF RECOGNITION FOR TOKATĀ (NUGGET POINT)

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [                      ]

**SIGNED** for and on behalf of                      )

**HER MAJESTY THE QUEEN** in                      )

right of New Zealand by [                      ], )

Minister of Conservation in the                      )

presence of:                      )

\_\_\_\_\_ )  
[                      ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

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*Occupation*

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*Address*

DEED OF RECOGNITION FOR TOKATĀ (NUGGET POINT)

THE SEAL of )  
TE RŪNANGA O NGĀI TAHU )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.74**  
**DEED OF RECOGNITION FOR**  
**KURA TĀWHITI (CASTLE HILL)**

*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Kura Tāwhiti**

The area which is the subject of this Deed is the area known as Kura Tāwhiti (Castle Hill Conservation Area) (the “Area”) as shown on Allocation Plan MS 14 (SO Plan 19832). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Kura Tāwhiti**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Kura Tāwhiti as set out below.
- 2.2 Kura Tāwhiti (Castle Hill) is located between the Torlesse and Craigieburn ranges, in the Broken River Catchment. The name Kura Tāwhiti literally means ‘the treasure from a distant land’, and is an allusion to the kumara, an important food once cultivated in this region. However, Kura Tāwhiti was also the name of one



## DEED OF RECOGNITION FOR KURA TĀWHITI (CASTLE HILL)

of the tūpuna (ancestors) who was aboard the Arai Te Uru canoe when it sank off Matakaea (Shag Point) in North Otago.

- 2.3 Kura Tāwhiti was one of the mountains claimed by the Ngāi Tahu ancestor, Tane Tiki. Tane Tiki claimed this mountain range for his daughter Hine Mihi because he wanted the feathers from the kakapō taken in this area to make a cloak for her.
- 2.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.5 This region was a well used mahinga kai for Kaiapoi Ngāi Tahu. The main food taken from this mountain range was the kiore (polynesian rat). Other foods taken included tuna (eel) , kakapō, weka and kiwi.
- 2.6 The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of the Kura Tāwhiti, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.7 Kura Tāwhiti was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai (food). Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the area.
- 2.8 A particular taonga of Kura Tāwhiti are the ancient rock art remnants found on the rock outcrops. These outcrops provided vital shelters from the elements for the people in their travels, and they left their artworks behind as a record of their lives and beliefs. The combination of this long held association with these rock outcrops, and the significance of the art on them, give rise to their tapu status for Ngai Tahu.
- 2.9 The mauri of Kura Tāwhiti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.





### 3 Role of Te Rūnanga

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

- (a) the preparation, consistent with Part IIIA of the Conservation Act, of all Conservation Management Strategies and Conservation Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

DEED OF RECOGNITION FOR KURA TĀWHITI (CASTLE HILL)

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

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*Occupation*

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*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary



**ATTACHMENT 12.75A**  
**DEED OF RECOGNITION FOR TŪTAE PUTAPUTA (CONWAY RIVER),**  
**KAIKOURA**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Tūtae Putaputa**

The area which is the subject of this Deed is the bed of the River known as Tūtae Putaputa (Conway River), (the “Area”) the location of which is shown on Allocation Plan MD 109 (SO Plan 7328). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Tūtae Putaputa**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Tūtae Putaputa as set out below.

## DEED OF RECOGNITION FOR TŪTAE PUTAPUTA (CONWAY RIVER), KAIKOURA

- 2.2 This river, and the mahinga kai which it provided, fell under the mana of the Ngāti Wairaki chief Rakatuarua until Ngāi Tahu gained manawhenua (tribal authority over the area) by way of the Ngāti Kuri hapū.
- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The resources of the river once supported a nearby pā built by the Ngati Mamoe leader, Tukiauau. Tukiauau eventually abandoned this pā for another site just south of Dunedin.
- 2.5 There are numerous urupā and wāhi tapu associated with the river, particularly in the vicinity of the pā, Pariwhakatau. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.6 The mauri of Tūtaeputaputa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.



- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.
- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

## DEED OF RECOGNITION FOR TŪTAE PUTAPUTA (CONWAY RIVER), KAIKOURA

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

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 [ ]

DEED OF RECOGNITION FOR TŪTAE PUTAPUTA (CONWAY RIVER), KAIKOURA

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*Witness*

\_\_\_\_\_  
*Signature*

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*Occupation*

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*Address*

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.75B**  
**DEED OF RECOGNITION FOR TŪTAE PUTAPUTA (CONWAY RIVER),**  
**KAIKOURA**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Tūtae Putaputa**

The area which is the subject of this Deed is the bed of the River known as Tūtae Putaputa (Conway River), (the “Area”) the location of which is shown on Allocation Plan MD 109 (SO Plan 7328). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngai Tahu to Tūtae Putaputa**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Tūtae Putaputa as set out below.

- 2.2 This river, and the mahinga kai which it provided, fell under the mana of the Ngāti Wairaki chief Rakatuarua until Ngāi Tahu gained manawhenua (tribal authority over the area) by way of the Ngāti Kurī hapū.
- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The resources of the river once supported a nearby pā built by the Ngati Mamoe leader, Tukiauau. Tukiauau eventually abandoned this pā for another site just south of Dunedin.
- 2.5 There are numerous urupā and wāhi tapu associated with the river, particularly in the vicinity of the pā, Pariwhakatau. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.6 The mauri of Tūtaeputaputa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Department of Conservation:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
    - (i) any programme to identify and protect indigenous plants;

- (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).
- 4 Other Provisions**
- Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 Minister of Conservation in the )  
 presence of: )

\_\_\_\_\_ )  
 [ ]

DEED OF RECOGNITION FOR TŪTAE PUTAPUTA (CONWAY RIVER), KAIKOURA

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*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.76A**  
**DEED OF RECOGNITION FOR TARAMAKAU RIVER, WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Taramakau River**

The area which is the subject of this Deed is the bed of the River known as Taramakau (the “Area”) the location of which is shown on Allocation Plan MD 110 (SO Plan 12513). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Taramakau**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Taramakau as set out below.
- 2.2 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe, Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal



## DEED OF RECOGNITION FOR TARAKAU RIVER, WEST COAST

- identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 2.3 Taramakau River was and still is a significant indigenous fishery and source of manu (birds). The river remains a source of rich and abundant harvests. The area is noted particularly for its tuna (eel) and inaka (whitebait) fisheries.
- 2.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other tāonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 There was a pā at the mouth of the river, and kainga nohoanga (temporary settlements) were established along the length of the river which were related to the taking of mahinga kai and, in particular, the retrieval of pounamu. The river itself was, therefore, a significant part of the pounamu trail, via which the taonga was transported from its source to be traded up and down the country.
- 2.6 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the lake. The river was an integral part of a network of trails which were used in order to ensure the safest journey, and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.7 The mauri of Taramakau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.
- 3 Role of Te Rūnanga**
- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands:



## DEED OF RECOGNITION FOR TARAMAKAU RIVER, WEST COAST

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.
- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to





## DEED OF RECOGNITION FOR TARAMAKAU RIVER, WEST COAST

the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]



DEED OF RECOGNITION FOR TARAKAKAU RIVER, WEST COAST

SIGNED for and on behalf of )  
HER MAJESTY THE QUEEN in )  
right of New Zealand by [ ], )  
the Commissioner of Crown Lands )  
in the presence of: )

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[ ]

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*Witness*

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*Signature*

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*Occupation*

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*Address*

THE SEAL of )  
TE RŪNANGA O NGĀI TAHU )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary

**ATTACHMENT 12.76B**  
**DEED OF RECOGNITION FOR TARAMAKAU RIVER, WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Taramakau River**

The area which is the subject of this Deed is the bed of the River known as Taramakau (the “Area”) the location of which is shown on Allocation Plan MD 110 (SO Plan 12513). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Taramakau**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Taramakau as set out below.
- 2.2 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe, Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal



identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

- 2.3 Taramakau River was and still is a significant indigenous fishery and source of manu (birds). The river remains a source of rich and abundant harvests. The area is noted particularly for its tuna (eel) and inaka (whitebait) fisheries.
- 2.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 There was a pā at the mouth of the river, and kainga nohoanga (temporary settlements) were established along the length of the river which were related to the taking of mahinga kai and, in particular, the retrieval of pounamu. The river itself was, therefore, a significant part of the pounamu trail, via which the taonga was transported from its source to be traded up and down the country.
- 2.6 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the lake. The river was an integral part of a network of trails which were used in order to ensure the safest journey, and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.7 The mauri of Taramakau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Department of Conservation:

## DEED OF RECOGNITION FOR TARAMAKAU RIVER, WEST COAST

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

## DEED OF RECOGNITION FOR TARAMAKAU RIVER, WEST COAST

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]



DEED OF RECOGNITION FOR TARAKAU RIVER, WEST COAST

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ] )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

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*Signature*

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*Occupation*

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*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary



**ATTACHMENT 12.77A**  
**DEED OF RECOGNITION FOR**  
**MAKAAWHIO (JACOBS RIVER), WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

- 1 Specific Area of Makaawhio**

The area which is the subject of this Deed is the bed of the River known as Makaawhio (Jacobs River), (the “Area”) the location of which is shown on Allocation Plan MD 111 (SO Plan 12514). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.
- 2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Makaawhio**
  - 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Makaawhio as set out below.
  - 2.2 According to legend, the Makaawhio River is associated with the Patupaiarehe (flute playing fairies) and Maeroero (ogres of the forest). It is said that Tikitiki o





## DEED OF RECOGNITION FOR MAKAAWHIO (JACOBS RIVER), WEST COAST

Rehua was slain in the Makaawhio River by the Maeroero. The name 'Tikitiki o Rehua' is now attached to the ridge of hills (sometimes called Jacobs Ridge) on the north bank of the Makaawhio River.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe and Tumatakokiri. That manawhenua was cemented by the establishment of kainga nohoanga (permanent settlements) at the mouth and on both banks of the river because of the plentiful supply of mahinga kai from the river and its estuary and surrounds. A northern settlement strategically sited on Tahikeakai (Jacobs Bluff) acted as a sentry lookout that warned of approaching visitors.
- 2.5 As a result of this pattern of occupation, there are a number of urupā and wāhi tapu along the river. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.6 The Makaawhio was and still is the source of a range of mahinga kai. Rocks at the mouth of the river still provide an abundance of kaimoana (seafood). The estuary of the river itself still provides an abundance of kaiawa (freshwater fisheries), including tuna (eels), patiki (flounders) and inaka (whitebait) and remains a significant kōhanga (nursery) for a variety of fish species.
- 2.7 The area is still a significant manu (bird) breeding area, once yielding a rich harvest. The flora of the area provided not only food, but also the raw materials for raranga (weaving), rongoa (medicines) and the building of waka (canoes) and whare (houses).
- 2.8 In addition to its bounty of mahinga kai resources, the Makaawhio is a source of the mineral malachite (Aotea).
- 2.9 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.



- 2.10 Because of the kainga nohoanga, reserves were set aside on the river for Ngāi Tahu at the time of the 1860 Arahura Deed of Sale. One of these was an urupā, where notable Ngāi Tahu tūpuna Te Koeti Turanga and Wi Katau Te Naihi are buried, among others.
- 2.11 The mauri of the Makaawhio represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.

- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clauses 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out

in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

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*Witness*

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*Signature*

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*Occupation*

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*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
 was affixed to this document in the )  
 presence of: )

DEED OF RECOGNITION FOR MAKAAWHIO (JACOBS RIVER), WEST COAST

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary



**ATTACHMENT 12.77B**  
**DEED OF RECOGNITION FOR**  
**MAKAAWHIO (JACOBS RIVER), WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

- 1 Specific Area of Makaawhio**

The area which is the subject of this Deed is the bed of the River known as Makaawhio (Jacobs River), (the “Area”) the location of which is shown on Allocation Plan MD 111 (SO Plan 12514). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.
- 2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Makaawhio**
  - 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Makaawhio as set out below.
  - 2.2 According to legend, the Makaawhio River is associated with the Patupaiarehe (flute playing fairies) and Maeroero (ogres of the forest). It is said that Tikitiki o



Rehua was slain in the Makaawhio River by the Maeroero. The name 'Tikitiki o Rehua' is now attached to the ridge of hills (sometimes called Jacobs Ridge) on the north bank of the Makaawhio River.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe and Tumatakokiri. That manawhenua was cemented by the establishment of kainga nohoanga (permanent settlements) at the mouth and on both banks of the river because of the plentiful supply of mahinga kai from the river and its estuary and surrounds. A northern settlement strategically sited on Tahikeakai (Jacobs Bluff) acted as a sentry lookout that warned of approaching visitors.
- 2.5 As a result of this pattern of occupation, there are a number of urupā and wāhi tapu along the river. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.6 The Makaawhio was and still is the source of a range of mahinga kai. Rocks at the mouth of the river still provide an abundance of kaimoana (seafood). The estuary of the river itself still provides an abundance of kaiawa (freshwater fisheries), including tuna (eels), patiki (flounders) and inaka (whitebait) and remains a significant kōhanga (nursery) for a variety of fish species.
- 2.7 The area is still a significant manu (bird) breeding area, once yielding a rich harvest. The flora of the area provided not only food, but also the raw materials for raranga (weaving), rongoa (medicines) and the building of waka (canoes) and whare (houses).
- 2.8 In addition to its bounty of mahinga kai resources, the Makaawhio is a source of the mineral malachite (Aotea).
- 2.9 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 2.10 Because of the kainga nohoanga, reserves were set aside on the river for Ngāi Tahu at the time of the 1860 Arahura Deed of Sale. One of these was an urupā, where notable Ngāi Tahu tūpuna Te Koeti Turanga and Wi Katau Te Naihi are buried, among others.
- 2.11 The mauri of the Makaawhio represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Department of Conservation:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.



3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management

DEED OF RECOGNITION FOR MAKAAWHIO (JACOBS RIVER), WEST COAST

or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

7 **Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

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*Witness*

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*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary

**ATTACHMENT 12.78A**  
**DEED OF RECOGNITION FOR HURUNUI RIVER, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Hurunui River**

The area which is the subject of this Deed is the bed of the River known as Hurunui (the “Area”) the location of which is shown on Allocation Plan MD 112 (SO Plan 19848). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Hurunui**

- 2.1 Pursuant to clause 12.2.2 of the Deed of Settlement / section [ ] of the Settlement Legislation, the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hurunui as set out below.
- 2.2 The Hurunui River once provided an important mahinga kai resource for Ngāi Tahu, although those resources are now in a modified and depleted condition.



## DEED OF RECOGNITION FOR HURUNUI RIVER, CANTERBURY

Traditionally, the river was particularly known for its tuna (eel) and inaka (whitebait).

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Hurunui, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 Nohoanga (settlements) were located at points along the length of this river, with some wāhi tapu located near the mouth. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.5 The mauri of the Hurunui represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the river bed within the Area that are administered by the Commissioner of Crown Lands:
  - (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
  - (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);

## DEED OF RECOGNITION FOR HURUNUI RIVER, CANTERBURY

- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
the Commissioner of Crown Lands )  
in the presence of: )

\_\_\_\_\_ )  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*



DEED OF RECOGNITION FOR HURUNUI RIVER, CANTERBURY

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.78B**  
**DEED OF RECOGNITION FOR HURUNUI RIVER, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Hurunui River**

The area which is the subject of this Deed is the bed of the River known as Hurunui (the “Area”) the location of which is shown on Allocation Plan MD 112 (SO Plan 19848). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Hurunui**

- 2.1 Pursuant to clause 12.2.2 of the Deed of Settlement / section [ ] of the Settlement Legislation, the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hurunui as set out below.
- 2.2 The Hurunui River once provided an important mahinga kai resource for Ngāi Tahu, although those resources are now in a modified and depleted condition.



Traditionally, the river was particularly known for its tuna (eel) and inaka (whitebait).

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Hurunui, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 Nohoanga (settlements) were located at points along the length of this river, with some wāhi tapu located near the mouth. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.5 The mauri of the Hurunui represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
  - (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or

## DEED OF RECOGNITION FOR HURUNUI RIVER, CANTERBURY

(v) any survey to identify the number and type of concessions which may be appropriate; and

(c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

(a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and

(b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out



in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

In addition:

*Concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ], )

Minister of Conservation in the )

presence of: )

\_\_\_\_\_ )  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

DEED OF RECOGNITION FOR HURUNUI RIVER, CANTERBURY

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary



**ATTACHMENT 12.79A**  
**DEED OF RECOGNITION FOR WAIPARA RIVER, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Waipara River**

The area which is the subject of this Deed is the bed of the River known as Waipara (the “Area”), the location of which is shown on Allocation Plan MD 113 (SO Plan 19849). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Waipara**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Waipara as set out below.
- 2.2 Tradition tells of the duel between two famous rangatira (chiefs) which happened in this area. Tūtewaimate, a Ngāti Mamoe rangatira from Rakaia, found that the northward trade route that he sent his goods along was being disrupted by Moko, a



## DEED OF RECOGNITION FOR WAIPARA RIVER, CANTERBURY

rangatira of the Ngati Kurī hapū of Ngāi Tahu who had been acting as a bandit along the route. Tūtewaimate went to confront Moko, who lived in a cave at Waipara, but found him sleeping. Tūtewaimate allowed Moko to awake before attacking him. Tūtewaimate's sense of fair play cost him his life and is recalled in a tribal proverb.

- 2.3 For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 2.4 There are a number of Ngāti Wairaki, Ngāti Mamoe and Ngāi Tahu urupā and wāhi tapu along the river and associated coastline. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.5 The river and associated coastline was also a significant mahinga kai, with kai moana, particularly paua, being taken at the mouth. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 The mauri of the Waipara River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the river bed within the Area that are administered by the Commissioner of Crown Lands:
  - (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.



## DEED OF RECOGNITION FOR WAIPARA RIVER, CANTERBURY

- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.
- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;



## DEED OF RECOGNITION FOR WAIPARA RIVER, CANTERBURY

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

\_\_\_\_\_ )  
 [ ]



DEED OF RECOGNITION FOR WAIPARA RIVER, CANTERBURY

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.79B**  
**DEED OF RECOGNITION FOR WAIPARA RIVER, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Waipara River**

The area which is the subject of this Deed is the bed of the River known as Waipara (the “Area”), the location of which is shown on Allocation Plan MD 113 (SO Plan 19849). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Waipara**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Waipara as set out below.
- 2.2 Tradition tells of the duel between two famous rangatira (chiefs) which happened in this area. Tūtewaimate, a Ngāti Mamoe rangatira from Rakaia, found that the northward trade route that he sent his goods along was being disrupted by Moko, a



## DEED OF RECOGNITION FOR WAIPARA RIVER, CANTERBURY

rangatira of the Ngati Kurī hapū of Ngāi Tahu who had been acting as a bandit along the route. Tūtewaimate went to confront Moko, who lived in a cave at Waipara, but found him sleeping. Tūtewaimate allowed Moko to awake before attacking him. Tūtewaimate's sense of fair play cost him his life and is recalled in a tribal proverb.

- 2.3 For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 2.4 There are a number of Ngāti Wairaki, Ngāti Mamoe and Ngāi Tahu urupā and wāhi tapu along the river and associated coastline. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.5 The river and associated coastline was also a significant mahinga kai, with kai moana, particularly paua, being taken at the mouth. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 The mauri of the Waipara River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
  - (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:



## DEED OF RECOGNITION FOR WAIPARA RIVER, CANTERBURY

- (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.



## DEED OF RECOGNITION FOR WAIPARA RIVER, CANTERBURY

- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

In addition:

*Concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 Minister of Conservation in the )  
 presence of: )

\_\_\_\_\_ )  
 [ ]

DEED OF RECOGNITION FOR WAIPARA RIVER, CANTERBURY

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

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*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.80A**  
**DEED OF RECOGNITION FOR KŌWAI RIVER, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Kōwai River**

The area which is the subject of this Deed is the bed of the River known as Kōwai (the “Area”), the location of which is shown on Allocation Plan MD 114 (SO Plan 19850). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Kōwai**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Kōwai as set out below.
- 2.2 The Kōwai River once provided an important mahinga kai resource for North Canterbury Ngāi Tahu. Traditionally, the river was known for its tuna (eel) and inaka (whitebait), although those resources have now been depleted.



## DEED OF RECOGNITION FOR KŌWAI RIVER, CANTERBURY

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 Nohoanga (settlements) were located at points along the length of this river, with some wāhi tapu located near the mouth. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.5 The mauri of the Kōwai River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the river bed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.



- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out

## DEED OF RECOGNITION FOR KŌWAI RIVER, CANTERBURY

in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

\_\_\_\_\_  
 [ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
 was affixed to this document in the )  
 presence of: )

DEED OF RECOGNITION FOR KŌWAI RIVER, CANTERBURY

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary

A handwritten signature in black ink, appearing to be 'GRL', located in the bottom right corner of the page.

**ATTACHMENT 12.80B**  
**DEED OF RECOGNITION FOR KŌWAI RIVER, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Kōwai River**

The area which is the subject of this Deed is the bed of the River known as Kōwai (the “Area”), the location of which is shown on Allocation Plan MD 114 (SO Plan 19850). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Kōwai**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Kōwai as set out below.
- 2.2 The Kōwai River once provided an important mahinga kai resource for North Canterbury Ngāi Tahu. Traditionally, the river was known for its tuna (eel) and inaka (whitebait), although those resources have now been depleted.



## DEED OF RECOGNITION FOR KŌWAI RIVER, CANTERBURY

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 Nohoanga (settlements) were located at points along the length of this river, with some wāhi tapu located near the mouth. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.5 The mauri of the Kōwai River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures.



## DEED OF RECOGNITION FOR KŌWAI RIVER, CANTERBURY

- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

**4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).



DEED OF RECOGNITION FOR KŌWAI RIVER, CANTERBURY

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

In addition:

*Concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_ )  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

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*Address*

DEED OF RECOGNITION FOR KŌWAI RIVER, CANTERBURY

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary





**ATTACHMENT 12.81A**  
**DEED OF RECOGNITION FOR HEKEAO (HINDS RIVER),**  
**CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Hekeao**

The area which is the subject of this Deed is the bed of the River known as Hekeao (Hinds River) (the “Area”) the location of which is shown on Allocation Plan MD 117 (SO Plan 19853). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Hekeao**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hekeao as set out below.
- 2.2 Hekeao and Tokara (the two branches of the Hinds River) traditionally supported a number of nohoanga (settlements), including Hekeao, Kakaho, Koroki, Te Mihi,



## DEED OF RECOGNITION FOR HEKEAO (HINDS RIVER), CANTERBURY

Pakutahi, Karipo, Pūrākaunui, Rukuhia and Tokara. As a result of this history of occupations, there are a number of urupā associated with the river. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

- 2.3 The river was an important mahinga kai, known particularly as a source of tuna (eel) and kanakana (lamprey). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The mauri of Hekeao and Tokara represent the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the river bed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);



- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.



## DEED OF RECOGNITION FOR HEKEAO (HINDS RIVER), CANTERBURY

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

\_\_\_\_\_  
 [ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

DEED OF RECOGNITION FOR HEKEAO (HINDS RIVER), CANTERBURY

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary

**ATTACHMENT 12.81B**  
**DEED OF RECOGNITION FOR HEKEAO (HINDS RIVER),**  
**CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Hekeao**

The area which is the subject of this Deed is the bed of the River known as Hekeao (Hinds River) (the “Area”) the location of which is shown on Allocation Plan MD 117 (SO Plan 19853). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Hekeao**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hekeao as set out below.
- 2.2 Hekeao and Tokara (the two branches of the Hinds River) traditionally supported a number of nohoanga (settlements), including Hekeao, Kakaho, Koroki, Te Mihi,



## DEED OF RECOGNITION FOR HEKEAO (HINDS RIVER), CANTERBURY

Pakutahi, Karipo, Pūrākaunui, Rukuhia and Tokara. As a result of this history of occupations, there are a number of urupā associated with the river. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

- 2.3 The river was an important mahinga kai, known particularly as a source of tuna (eel) and kanakana (lamprey). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The mauri of Hekeao and Tokara represent the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or



## DEED OF RECOGNITION FOR HEKEAO (HINDS RIVER), CANTERBURY

- (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

**4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out





in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

In addition:

*Concession* has the meaning given to it in the Conservation Act 1987.



DEED OF RECOGNITION FOR HEKEAO (HINDS RIVER), CANTERBURY

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary

**ATTACHMENT 12.82A**  
**DEED OF RECOGNITION FOR RANGITATA RIVER, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Rangitata River**

The area which is the subject of this Deed is the bed of the River known as Rangitata (the “Area”), the location of which is shown on Allocation Plan MD 115 (SO Plan 19851). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Rangitata**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Rangitata as set out below.
- 2.2 The Rangitata was a major mahinga kai for Canterbury Ngāi Tahu, particularly those based at Kaiapoi Pa. Weka and other forest birds were the main foods taken



from the inland reaches of the Rangitata. Tutu berries were also taken along the waterway.

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The river was sometimes used by Ngāi Tahu parties from Canterbury as part of a trail to Te Tai Poutini (the West Coast). The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.5 The mauri of the Rangitata represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

## DEED OF RECOGNITION FOR RANGITATA RIVER, CANTERBURY

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.



## DEED OF RECOGNITION FOR RANGITATA RIVER, CANTERBURY

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

DEED OF RECOGNITION FOR RANGITATA RIVER, CANTERBURY

THE SEAL of )  
TE RŪNANGA O NGĀI TAHU )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary

**ATTACHMENT 12.82B**  
**DEED OF RECOGNITION FOR RANGITATA RIVER, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Rangitata River**

The area which is the subject of this Deed is the bed of the River known as Rangitata (the “Area”), the location of which is shown on Allocation Plan MD 115 (SO Plan 19851). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Rangitata**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Rangitata as set out below.
- 2.2 The Rangitata was a major mahinga kai for Canterbury Ngāi Tahu, particularly those based at Kaiapoi Pa. Weka and other forest birds were the main foods taken





## DEED OF RECOGNITION FOR RANGITATA RIVER, CANTERBURY

from the inland reaches of the Rangitata. Tutu berries were also taken along the waterway.

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The river was sometimes used by Ngāi Tahu parties from Canterbury as part of a trail to Te Tai Poutini (the West Coast). The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.5 The mauri of the Rangitata represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Department of Conservation:
  - (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;



## DEED OF RECOGNITION FOR RANGITATA RIVER, CANTERBURY

- (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).
- 4 Other Provisions**
- Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.



## DEED OF RECOGNITION FOR RANGITATA RIVER, CANTERBURY

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.  
In addition:

*concession* has the meaning given to it in the Conservation Act 1987.



DEED OF RECOGNITION FOR RANGITATA RIVER, CANTERBURY

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary

**ATTACHMENT 12.83A**  
**DEED OF RECOGNITION FOR**  
**HAKATERE (ASHBURTON RIVER), CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Hakatere**

The area which is the subject of this Deed is the bed of the River known as Hakatere (Ashburton River), (the “Area”) the location of which is shown on Allocation Plan MD 116 (SO Plan 19852). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Hakatere**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hakatere as set out below.
- 2.2 The Hakatere was a major mahinga kai for Canterbury Ngāi Tahu, particularly those based at Kaiapoi Pa. The main foods taken from the river were tuna (eels),



inaka (whitebait) and the giant kokopu. Rats, weka, kiwi and waterfowl such as pūtakitaki (paradise duck) were also hunted along the river.

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The mauri of Hakatere represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the river bed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.

## DEED OF RECOGNITION FOR HAKATERE (ASHBURTON RIVER), CANTERBURY

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out

## DEED OF RECOGNITION FOR HAKATERE (ASHBURTON RIVER), CANTERBURY

in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

\_\_\_\_\_  
 [ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
 was affixed to this document in the )  
 presence of: )



DEED OF RECOGNITION FOR HAKATERE (ASHBURTON RIVER), CANTERBURY

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary

A handwritten signature in black ink, appearing to be 'J. R.', located in the bottom right corner of the page.

**ATTACHMENT 12.83B**  
**DEED OF RECOGNITION FOR**  
**HAKATERE (ASHBURTON RIVER), CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Hakatere**

The area which is the subject of this Deed is the bed of the River known as Hakatere (Ashburton River), (the “Area”) the location of which is shown on Allocation Plan MD 116 (SO Plan 19852). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Hakatere**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hakatere as set out below.
- 2.2 The Hakatere was a major mahinga kai for Canterbury Ngāi Tahu, particularly those based at Kaiapoi Pa. The main foods taken from the river were tuna (eels),



## DEED OF RECOGNITION FOR HAKATERE (ASHBURTON RIVER), CANTERBURY

inaka (whitebait) and the giant kokopu. Rats, weka, kiwi and waterfowl such as pūtakitaki (paradise duck) were also hunted along the river.

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The mauri of Hakatere represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures.



## DEED OF RECOGNITION FOR HAKATERE (ASHBURTON RIVER), CANTERBURY

- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

**4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).



**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

In addition:

*Concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [                    ]

**SIGNED** for and on behalf of                    )  
**HER MAJESTY THE QUEEN** in                    )  
right of New Zealand by [                    ], )  
Minister of Conservation in the                    )  
presence of:                    )

\_\_\_\_\_ )  
[                    ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

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*Occupation*

\_\_\_\_\_  
*Address*

DEED OF RECOGNITION FOR HAKATERE (ASHBURTON RIVER), CANTERBURY

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.84A**  
**DEED OF RECOGNITION FOR WAITAKI RIVER, OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Waitaki River**

The area which is the subject of this Deed is the bed of the River known as Waitaki (the “Area”) the location of which is shown on Allocation Plan MD 118 (SO Plan 24723). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Waitaki**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Waitaki as set out below.
- 2.2 The name ‘Waitaki’ (a South Island variant of the name ‘Waitangi’ which is found throughout the North Island) is a common place name throughout Polynesia. Although the specific tradition behind the name has been lost in this case, it



literally means 'the waterway of tears', and the Waitaki is often referred to in whaikorero (oratory) as representing the tears of Aoraki which spill into Lake Pūkaki and eventually make their way south along the river to the coast. This image is captured in the whakatauaikī: 'Ko Waitaki te awa, kā roimata nā Aoraki i riringi' ('Waitaki is the river, the tears spilled by Aoraki').

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 The Ngāi Tahu association with the Waitaki extends back to the first human habitation of Te Wai Pounamu. As such, the river is an essential element of the identity of Ngāi Tahu as an iwi. A moa butchery site at the mouth of the river is one of the oldest recorded settlement sites in the island and other sites further up the river are also extremely ancient.
- 2.5 The Waitaki was a traditional route to the mahinga kai resources of inland North Otago and the once bush-clad Waitaki Valley. The use of mokihi (river craft constructed from raupō, or reeds), to carry the spoils of hunting expeditions down the river is particularly associated with the Waitaki, one of the few places where the construction and navigation of these vessels is still practised to this day.
- 2.6 The river also led to the central lakes district - itself a rich source of mahinga kai - and from there across Kā Tiritiri o Te Moana (the Southern Alps) to the treasured pounamu resource of Te Tai Poutini (the West Coast). The river served as a major highway for such travels from both North Otago and South Canterbury.
- 2.7 Thus there were numerous tauranga waka (landing places) on river. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The Waitaki was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.8 In 1877, the religious leader Te Maiharoa led his people up the Waitaki to establish a settlement at Te Ao Mārama (near modern-day Ōmarama), to demonstrate his assertion that the interior had not been sold by Ngāi Tahu, and therefore still belonged to the iwi. Although the settlement was eventually broken



## DEED OF RECOGNITION FOR WAITAKI RIVER, OTAGO

up by the constabulary, and the people forced to retreat back down the river, the episode is a significant one in the long history of Te Kerēme (the Ngāi Tahu Claim).

- 2.9 As well as acting as a route to the inland mahinga kai sources, the river itself provided many forms of kai for those living near it or travelling on it. The Waitaki was, and still is, noted for its indigenous fisheries, including tuna (eel), inaka, kokopu and koaro species (whitebait), kanakana (lamprey) and waikoura (freshwater crayfish); with aua (yellow-eyed mullet) and mohao (black flounder) being found at the mouth. Many of these species are diadromous (migrating between sea and freshwater to spawn)
- 2.10 The extensive wetland areas formerly associated with the river once provided important spawning, rearing and feeding grounds for all of these species and were among the richest mahinga kai areas on the river. Although many of these species have now been depleted, the Waitaki remains a nationally-important fishery.
- 2.11 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Waitaki, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.12 The Waitaki Valley holds one the country's major collections of rock art, and the river itself seems to have acted as a form of cultural 'barrier' in rock art design. The surviving rock art remnants are a particular taonga of area, providing a unique record of the lives and beliefs of the people who travelled the river.
- 2.13 Because of the long history of use of the river as both a highway and a mahinga kai, supporting permanent and temporary nohoanga (occupation sites), there are numerous urupā, wāhi tapu and wāhi taonga associated with the river. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.
- 2.14 The mauri of Waitaki represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.



### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the river bed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.
- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.



#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.



DEED OF RECOGNITION FOR WAITAKI RIVER, OTAGO

7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
the Commissioner of Crown Lands )  
in the presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.84B**  
**DEED OF RECOGNITION FOR WAITAKI RIVER, OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Waitaki River**

The area which is the subject of this Deed is the bed of the River known as Waitaki (the “Area”) the location of which is shown on Allocation Plan MD 118 (SO Plan 24723). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Waitaki**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Waitaki as set out below.
- 2.2 The name ‘Waitaki’ (a South Island variant of the name ‘Waitangi’ which is found throughout the North Island) is a common place name throughout Polynesia. Although the specific tradition behind the name has been lost in this case, it



## DEED OF RECOGNITION FOR WAITAKI RIVER, OTAGO

literally means ‘the waterway of tears’, and the Waitaki is often referred to in *whaikorero* (oratory) as representing the tears of Aoraki which spill into Lake Pūkaki and eventually make their way south along the river to the coast. This image is captured in the *whakataukāi*: ‘Ko Waitaki te awa, kā roimata nā Aoraki i riringi’ (‘Waitaki is the river, the tears spilled by Aoraki’).

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an *iwi*.
- 2.4 The Ngāi Tahu association with the Waitaki extends back to the first human habitation of Te Wai Pounamu. As such, the river is an essential element of the identity of Ngāi Tahu as an *iwi*. A *moa* butchery site at the mouth of the river is one of the oldest recorded settlement sites in the island and other sites further up the river are also extremely ancient.
- 2.5 The Waitaki was a traditional route to the *mahinga kai* resources of inland North Otago and the once bush-clad Waitaki Valley. The use of *mokihi* (river craft constructed from *raupō*, or reeds), to carry the spoils of hunting expeditions down the river is particularly associated with the Waitaki, one of the few places where the construction and navigation of these vessels is still practised to this day.
- 2.6 The river also led to the central lakes district - itself a rich source of *mahinga kai* - and from there across Kā Tiritiri o Te Moana (the Southern Alps) to the treasured *pounamu* resource of Te Tai Poutini (the West Coast). The river served as a major highway for such travels from both North Otago and South Canterbury.
- 2.7 Thus there were numerous *tauranga waka* (landing places) on river. The *tūpuna* had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The Waitaki was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering *kai*. Knowledge of these trails continues to be held by *whānau* and *hapū* and is regarded as a *taonga*. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.8 In 1877, the religious leader Te Maiharoa led his people up the Waitaki to establish a settlement at Te Ao Mārama (near modern-day Ōmarama), to demonstrate his assertion that the interior had not been sold by Ngāi Tahu, and therefore still belonged to the *iwi*. Although the settlement was eventually broken



## DEED OF RECOGNITION FOR WAITAKI RIVER, OTAGO

up by the constabulary, and the people forced to retreat back down the river, the episode is a significant one in the long history of Te Kerēme (the Ngāi Tahu Claim).

- 2.9 As well as acting as a route to the inland mahinga kai sources, the river itself provided many forms of kai for those living near it or travelling on it. The Waitaki was, and still is, noted for its indigneous fisheries, including tuna (eel), inaka, kokopu and koaro species (whitebait), kanakana (lamprey) and waikoura (freshwater crayfish); with aua (yellow-eyed mullet) and mohoao (black flounder) being found at the mouth. Many of these species are diadromous (migrating between sea and freshwater to spawn)
- 2.10 The extensive wetland areas formerly associated with the river once provided important spawning, rearing and feeding grounds for all of these species and were among the richest mahinga kai areas on the river. Although many of these species have now been depleted, the Waitaki remains a nationally-important fishery.
- 2.11 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Waitaki, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.12 The Waitaki Valley holds one the country's major collections of rock art, and the river itself seems to have acted as a form of cultural 'barrier' in rock art design. The surviving rock art remnants are a particular taonga of area, providing a unique record of the lives and beliefs of the people who travelled the river.
- 2.13 Because of the long history of use of the river as both a highway and a mahinga kai, supporting permanent and temporary nohoanga (occupation sites), there are numerous urupā, wāhi tapu and wāhi taonga associated with the river. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.
- 2.14 The mauri of Waitaki represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.



## DEED OF RECOGNITION FOR WAITAKI RIVER, OTAGO

**3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

**4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and





## DEED OF RECOGNITION FOR WAITAKI RIVER, OTAGO

(b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

In addition:

*Concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.



DEED OF RECOGNITION FOR WAITAKI RIVER, OTAGO

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.85A**  
**DEED OF RECOGNITION FOR HAKATARAMEA RIVER,**  
**CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Hakataramea River**

The area which is the subject of this Deed is the bed of the River known as Hakataramea (the “Area”), the location of which is shown on Allocation Plan MD 110 (SO Plan 24724). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Hakataramea**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hakataramea as set out below.
- 2.2 The creation of the Hakataramea relates in time to Te Waka o Aoraki, and the further shaping of the island by Tū Te Rakiwhānoa and his assistants, including



## DEED OF RECOGNITION FOR HAKATARAMEA RIVER, CANTERBURY

Marokura who stocked the waterways and Kahukura, who stocked the forests. For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

- 2.3 The name 'Hakataramea' probably refers to the taramea plant from which a prized perfume was extracted. The name suggests that taramea once grew in abundance in the vicinity of the river, and was easily accessed.
- 2.4 As well as being a mahinga kai in its own right, the Hakataramea was also an alternative route to the Aoraki region, forming part of the network of waterways and land-based mahinga kai in this part of the interior. This area was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. Knowledge of these trails continue to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.5 The Hakataramea was a noted and popular indigenous fishery, offering tuna (eel), kanakana (lamprey), kokopu, waikoura (freshwater crayfish) and waikakahi (freshwater mussel). Other mahinga kai taken from the Hakataramea included weka, tī kouka (cabbage tree) and taramea (spaniard grass). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Hakataramea, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 These mahinga kai resources supported both semi-permanent and seasonal occupations, including a kainga called Te Wai-tohi near the confluence of the Hakataramea and Waitaki rivers. The surviving rock art remnants and rock shelters are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.
- 2.7 Because of the long history of use of the river as both a highway and a mahinga kai, supporting permanent and temporary occupation, there are a number of urupā, wāhi tapu and wāhi taonga associated with the river. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.
- 2.8 The mauri of the Hakataramea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All

elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the river bed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.
- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.



DEED OF RECOGNITION FOR HAKATARAMEA RIVER, CANTERBURY

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [                    ]

**SIGNED** for and on behalf of                    )  
**HER MAJESTY THE QUEEN** in                    )  
right of New Zealand by [                    ], )  
the Commissioner of Crown Lands                    )  
in the presence of:                    )

\_\_\_\_\_ )  
[                    ]

\_\_\_\_\_  
*Witness*

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*Signature*

\_\_\_\_\_  
*Occupation*

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*Address*

**THE SEAL** of                    )  
**TE RŪNANGA O NGĀI TAHU**                    )  
was affixed to this document in the                    )  
presence of:                    )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.85B**  
**DEED OF RECOGNITION FOR HAKATARAMEA RIVER,**  
**CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Hakataramea River**

The area which is the subject of this Deed is the bed of the River known as Hakataramea (the “Area”), the location of which is shown on Allocation Plan MD 110 (SO Plan 24724). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Hakataramea**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hakataramea as set out below.
- 2.2 The creation of the Hakataramea relates in time to Te Waka o Aoraki, and the further shaping of the island by Tū Te Rakiwhānoa and his assistants, including





## DEED OF RECOGNITION FOR HAKATARAMEA RIVER, CANTERBURY

Marokura who stocked the waterways and Kahukura, who stocked the forests. For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

- 2.3 The name 'Hakataramea' probably refers to the taramea plant from which a prized perfume was extracted. The name suggests that taramea once grew in abundance in the vicinity of the river, and was easily accessed.
- 2.4 As well as being a mahinga kai in its own right, the Hakataramea was also an alternative route to the Aoraki region, forming part of the network of waterways and land-based mahinga kai in this part of the interior. This area was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. Knowledge of these trails continue to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.5 The Hakataramea was a noted and popular indigenous fishery, offering tuna (eel), kanakana (lamprey), kokopu, waikoura (freshwater crayfish) and waikakahi (freshwater mussel). Other mahinga kai taken from the Hakataramea included weka, tī kouka (cabbage tree) and taramea (spaniard grass). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Hakataramea, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 These mahinga kai resources supported both semi-permanent and seasonal occupations, including a kainga called Te Wai-tohi near the confluence of the Hakataramea and Waitaki rivers. The surviving rock art remnants and rock shelters are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.
- 2.7 Because of the long history of use of the river as both a highway and a mahinga kai, supporting permanent and temporary occupation, there are a number of urupā, wāhi tapu and wāhi taonga associated with the river. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.
- 2.8 The mauri of the Hakataramea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All

elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **3 Role of Te Rūnanga**

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.



**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

In addition:

*Concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation )  
presence of: )

\_\_\_\_\_ )  
[ ]

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*Witness*

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*Signature*

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*Occupation*

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary

**ATTACHMENT 12.86**  
**DEED OF RECOGNITION FOR KAKAUNUI RIVER, OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Kakaunui River**

The area which is the subject of this Deed is the bed of the River known as Kakaunui (the “Area”) the location of which is shown on Allocation Plan MD 120 (SO Plan 24725). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Kakaunui**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Kakaunui as set out below.
- 2.2 The creation of the Kakaunui relates in time to Te Waka o Aoraki, and the further shaping of the island by Tū Te Rakiwhānoa and his assistants, including Marokura who stocked the waterways and Kahukura, who stocked the forests. For Ngāi



Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi. The origin of the name 'Kakaunui' has been lost, but is likely to refer to swimming in the river.

- 2.3 There was a tauranga waka (landing place) at the mouth of the Kakaunui, which was an important part of the coastal trails north and south. The river was also a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The Kakaunui was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.4 The Kakaunui was a noted indigenous fishery, offering tuna (eel), inaka (whitebait), kanakana (lamprey), kokopu and other species. Other materials provided by the river included raupo, harakeke and watercress. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Kakaunui, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 These mahinga kai resources supported both semi-permanent and seasonal occupations, including a kainga on the northern bank of the river near Maheno. The surviving rock art remnants and rock shelters are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.
- 2.6 The mauri of the Kakaunui represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to



## DEED OF RECOGNITION FOR KAKAUNUI RIVER, OTAGO

the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the river bed within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.



## DEED OF RECOGNITION FOR KAKAUNUI RIVER, OTAGO

**4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.





DEED OF RECOGNITION FOR KAKAUNUI RIVER, OTAGO

7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

EXECUTED as a Deed on [ ]

SIGNED for and on behalf of )  
 HER MAJESTY THE QUEEN in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

\_\_\_\_\_ )  
[ ]

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*Witness*

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*Signature*

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*Occupation*

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THE SEAL of )  
 TE RŪNANGA O NGĀI TAHU )  
 was affixed to this document in the )  
 presence of: )

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary



**ATTACHMENT 12.87**  
**DEED OF RECOGNITION FOR POMAHAKA RIVER, OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Pomahaka River**

The area which is the subject of this Deed is the bed of the River known as Pomahaka (the “Area”) the location of which is shown on Allocation Plan MD 121 (SO Plan 24726). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Pomahaka**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Pomahaka River as set out below.
- 2.2 The Pomahaka was an important mahinga kai for Ngāti Mamoe and Ngāi Tahu kainga (settlements) in the Catlins and Tautuku areas. The river was particularly



noted for its kanakana (lamprey) fishery. Other mahinga kai associated with the river included weka and other manu (birds).

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Pomahaka, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The mauri of the Pomahaka represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the river bed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.



## DEED OF RECOGNITION FOR POMAHAKA RIVER, OTAGO

- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out



in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

\_\_\_\_\_  
 [ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

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*Occupation*

\_\_\_\_\_  
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DEED OF RECOGNITION FOR POMAHAKA RIVER, OTAGO

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.88A**  
**DEED OF RECOGNITION FOR MATA-AU (CLUTHA RIVER), OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whanui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’ statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Mata-au**

The area which is the subject of this Deed is the bed of the River known as Mata-au (Clutha River), (the “Area”) the location of which is shown on Allocation Plan MD 122 (SO Plan 24727). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Mata-au**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Mata-au as set out below.
- 2.2 The Mata-au river takes its name from a Ngāi Tahu whakapapa that traces the genealogy of water. On that basis, the Mata-au is seen as a descendant of the creation traditions. For Ngāi Tahu, traditions such as this represent the links



## DEED OF RECOGNITION FOR MATA-AU (CLUTHA RIVER), OTAGO

between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

- 2.3 On another level, the Mata-au was part of a mahinga kai trail that led inland and was used by Ōtākou hapū including Ngāti Kuri, Ngāti Ruahikihiki, Ngāti Huirapa and Ngāi Tu Ahuriri. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The river was also very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded north and south. Thus there were numerous tauranga waka (or landing places) along it. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.5 The Mata-au is where Ngāi Tahu's leader, Te Hautapunui o Tū, established the boundary line between Ngāi Tahu and Ngāti Mamoe. Ngāti Mamoe were to hold mana (authority) over the lands south of the river and Ngāi Tahu were to hold mana northwards. Eventually the unions between the families of Te Hautapunui o Tū and Ngāti Mamoe made the boundaries meaningless. For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity, and document the events which shaped Ngāi Tahu as an iwi.
- 2.6 Strategic marriages between hapū further strengthened the kupenga (net) of whakapapa and thus rights to travel on and use the resources of the river. It is because of these patterns of activity that the river continues to be important to rūnanga located in Otago and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 2.7 Urupā and battlegrounds are peppered all along this river. One battleground, known as Te Kauae Whakatoro (downstream of Tuapeka), recalls a confrontation





between Ngāi Tahu and Ngāti Mamoe that led to the armistice established by Te Hautapunui o Tū. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

- 2.8 The mauri of Mata-au represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities currently being undertaken by the Crown in relation to those parts of the river bed within the Area that are administered by the Commissioner of Crown Lands:

(a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.



3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out

in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

\_\_\_\_\_ )  
 [ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

DEED OF RECOGNITION FOR MATA-AU (CLUTHA RIVER), OTAGO

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary



**ATTACHMENT 12.88B**  
**DEED OF RECOGNITION FOR MATA-AU (CLUTHA RIVER), OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whanui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Mata-au**

The area which is the subject of this Deed is the bed of the River known as Mata-au (Clutha River), (the “Area”) the location of which is shown on Allocation Plan MD 122 (SO Plan 24727). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Mata-au**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Mata-au as set out below.
- 2.2 The Mata-au river takes its name from a Ngāi Tahu whakapapa that traces the genealogy of water. On that basis, the Mata-au is seen as a descendant of the creation traditions. For Ngāi Tahu, traditions such as this represent the links



between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

- 2.3 On another level, the Mata-au was part of a mahinga kai trail that led inland and was used by Ōtākou hapū including Ngāti Kurī, Ngāti Ruahikihiki, Ngāti Huirapa and Ngāi Tu Ahuriri. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The river was also very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded north and south. Thus there were numerous tauranga waka (or landing places) along it. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.5 The Mata-au is where Ngāi Tahu's leader, Te Hautapunui o Tū, established the boundary line between Ngāi Tahu and Ngāti Mamoe. Ngāti Mamoe were to hold mana (authority) over the lands south of the river and Ngāi Tahu were to hold mana northwards. Eventually the unions between the families of Te Hautapunui o Tū and Ngāti Mamoe made the boundaries meaningless. For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity, and document the events which shaped Ngāi Tahu as an iwi.
- 2.6 Strategic marriages between hapū further strengthened the kupenga (net) of whakapapa and thus rights to travel on and use the resources of the river. It is because of these patterns of activity that the river continues to be important to rūnanga located in Otago and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 2.7 Urupā and battlegrounds are peppered all along this river. One battleground, known as Te Kauae Whakatoro (downstream of Tuapeka), recalls a confrontation



between Ngāi Tahu and Ngāti Mamoe that led to the armistice established by Te Hautapunui o Tū. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

- 2.8 The mauri of Mata-au represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.



- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management





DEED OF RECOGNITION FOR MATA-AU (CLUTHA RIVER), OTAGO

or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

EXECUTED as a Deed on [ ]

SIGNED for and on behalf of )
HER MAJESTY THE QUEEN in )
right of New Zealand by [ ], )
the Commissioner of Crown Lands )
in the presence of: ) [ ]

Witness

Signature

Occupation

Address

THE SEAL of )
TE RŪNANGA O NGĀI TAHU )
was affixed to this document in the )
presence of: )

Rūnanga Representative

Secretary

**ATTACHMENT 12.89A**  
**DEED OF RECOGNITION FOR ORĒTI RIVER, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Orēti River**

The area which is the subject of this Deed is the bed of the River known as Orēti (the “Area”) the location of which is shown on Allocation Plan MD 123 (SO Plan 12262). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Orēti**

2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Orēti as set out below.

2.2 The Ōreti River traverses a significant area of Murihiku, stretching from its mouth at Invercargill almost to the edge of Whakatipu-wai-māori (Lake Wakatipu). As such, it formed one of the main trails inland from the coast, with an important pounamu trade route continuing northward from the headwaters of the Ōreti and



## DEED OF RECOGNITION FOR ŌRETI RIVER, SOUTHLAND

travelling, via the Mavora or Von River Valley, to the edge of Wakatipu and onto the Dart and Routeburn pounamu sources. Indeed, pounamu can be found in the upper reaches of the Ōreti itself.

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Ōreti, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The kai resources of the Ōreti would have supported numerous parties venturing into the interior, and returning by mokihi (vessels made of raupo), laden with pounamu and mahinga kai. Nohoanga (temporary campsites) supported such travel by providing bases from which the travellers could go water fowling, eeling and catching inaka (whitebait), and were located along the course of Ōreti River.
- 2.5 There were a number of important settlement sites at the mouth of the Ōreti, in the New River estuary, including Ōmaui, which was located at the mouth of the Ōreti, where it passes the New River Heads. Ōue, at the mouth of the Ōreti River (New River estuary), opposite Ōmaui, was one of the principal settlements in Murihiku. Honekai who was a principal chief of Murihiku in his time was resident at this settlement in the early 1820s, at the time of the sealers. In 1850 there were said to still be 40 people living at the kaik at Omaui under the chief 'Mauhe'.
- 2.6 As a result of this pattern of occupation, there are a number of urupā located at the lower end of the Ōreti, in the estuarine area. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.7 The mauri of the Ōreti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands:



## DEED OF RECOGNITION FOR ORĒTI RIVER, SOUTHLAND

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to



## DEED OF RECOGNITION FOR ORĒTI RIVER, SOUTHLAND

the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]



DEED OF RECOGNITION FOR ORĒTI RIVER, SOUTHLAND

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
the Commissioner of Crown Lands )  
in the presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

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*Signature*

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*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.89B**  
**DEED OF RECOGNITION FOR ORĒTI RIVER, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Orēti River**

The area which is the subject of this Deed is the bed of the River known as Orēti (the “Area”) the location of which is shown on Allocation Plan MD 123 (SO Plan 12262). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Orēti**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Orēti as set out below.
- 2.2 The Ōreti River traverses a significant area of Murihiku, stretching from its mouth at Invercargill almost to the edge of Whakatipu-wai-māori (Lake Wakatipu). As such, it formed one of the main trails inland from the coast, with an important pounamu trade route continuing northward from the headwaters of the Ōreti and



## DEED OF RECOGNITION FOR ŌRETI RIVER, SOUTHLAND

travelling, via the Mavora or Von River Valley, to the edge of Wakatipu and onto the Dart and Routeburn pounamu sources. Indeed, pounamu can be found in the upper reaches of the Ōreti itself.

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Ōreti, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 The kai resources of the Ōreti would have supported numerous parties venturing into the interior, and returning by mokihi (vessels made of raupo), laden with pounamu and mahinga kai. Nohoanga (temporary campsites) supported such travel by providing bases from which the travellers could go water fowling, eeling and catching inaka (whitebait), and were located along the course of Ōreti River.
- 2.5 There were a number of important settlement sites at the mouth of the Ōreti, in the New River estuary, including Ōmaui, which was located at the mouth of the Ōreti, where it passes the New River Heads. Ōue, at the mouth of the Ōreti River (New River estuary), opposite Ōmaui, was one of the principal settlements in Murihiku. Honekai who was a principal chief of Murihiku in his time was resident at this settlement in the early 1820s, at the time of the sealers. In 1850 there were said to still be 40 people living at the kaik at Omaui under the chief 'Mauhe'.
- 2.6 As a result of this pattern of occupation, there are a number of urupā located at the lower end of the Ōreti, in the estuarine area. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.7 The mauri of the Ōreti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Department of Conservation:





## DEED OF RECOGNITION FOR ORĒTI RIVER, SOUTHLAND

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

## DEED OF RECOGNITION FOR ORĒTI RIVER, SOUTHLAND

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.



DEED OF RECOGNITION FOR ORĒTI RIVER, SOUTHLAND

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.90A**  
**DEED OF RECOGNITION FOR WAI AU RIVER, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Waiau River**

The area which is the subject of this Deed is the bed of the River known as Waiau (the “Area”) the location of which is shown on Allocation Plan MD 124 (SO Plan 12263). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Waiau**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Waiau as set out below.
- 2.2 The Waiau River features in the earliest of traditional accounts, and was a place and resource well known to the earliest tūpuna (ancestors) to visit the area. Rakaihautu and his followers traced the Waiau from its source in Te Ana-au (Lake



## DEED OF RECOGNITION FOR WAIU RIVER, SOUTHLAND

Te Anau) and Motu-ua or Moturau (Lake Manapōuri), to its meeting with the sea at Te Wae Wae Bay.

- 2.3 The waka Takitimu, under the command of the rangatira (chief) Tamatea, was wrecked near the mouth of the Waiau River and the survivors who landed at the mouth named the river 'Waiau' due to the swirling nature of its waters. Tamatea and his party made their way up the river to Lake Manapōuri where they established a camp site. The journey of Tamatea was bedevilled by the disappearance of Kaheraki who was betrothed to Kahukunu, a son of Tamatea, Kaheraki strayed away from the party, and was captured by the Maeroero (spirits of the mountain).
- 2.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.5 The Waiau has strong links with Waitaha who, following their arrival in the waka Uruao, populated and spread their influence over vast tracts of the South Island. They were the moa hunters, the original artisans of the land. There are remnants of Waitaha rock art associated with the river. Surviving rock art remnants are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.
- 2.6 There is also a strong Ngāti Mamoe influence in this area of the country. Ngāti Mamoe absorbed and intermarried with the Waitaha and settled along the eastern coast of Te Wai Pounamu. The arrival of Ngāi Tahu in Te Wai Pounamu caused Ngāti Mamoe to become concentrated in the southern part of the island, with intermarriage between the two iwi occurring later than was the case further north. The result is that there is a greater degree of Ngāti Mamoe influence retained in this area than in other parts of the island. These are the three iwi who, through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui.
- 2.7 Numerous archaeological sites and wāhi taonga attest to the history of occupation and use of the river. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna. The main nohoanga (occupation site) on the Waiau was at the mouth and was called Te Tua a Hatu. The rangatira (chief) Te Wae Wae had his kainga nohoanga on the left bank of the Waiau River mouth.
- 2.8 The Waiau, which once had the second largest flow of any river in New Zealand, had a huge influence on the lives and seasonal patterns of the people of Murihiku,



## DEED OF RECOGNITION FOR WAIIAU RIVER, SOUTHLAND

over many generations. The river was a major mahinga kai: aruhe (fernroot), tī root, fish, tuna (eels), shellfish and tutu were gathered in the summer, a range of fish were caught in the autumn, kanakana (lamprey) were caught in the spring, while the people were largely reliant during winter on foods gathered and preserved earlier in the year. Rauri (reserves) were applied to the mahinga kai resources, so that people from one hapū or whānau never gathered kai from areas of another hapū or whānau. Some 200 species of plants and animals were utilised by Ngāi Tahu as a food resource in and near the Waiau.

- 2.9 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Waiau, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.10 Place names provide many indicators of the values associated with different areas, including Wai Harakeke (flax), Papatotara (totara logs or bark), Kirirua (a type of eel found in the lagoon), Te Rua o te Kaiamio (a rock shelter that was a 'designated meeting place' for the local Maori, similar to a marae) and Ka Kerehu o Tamatea – ('charcoal from the fire of Tamatea' - black rocks near old Tuatapere ferry site).
- 2.11 The Waiau River was a major travelling route connecting Murihiku and Te Ara a Kiwa (Foveaux Strait) to Te Tai Poutini (the West Coast), and as such was a important link between hapū and iwi. Pounamu on the West Coast, and summer expeditions to Manapōuri (Motu-ua or Moturau) for mahinga kai were the main motivations for movement up and down the Waiau. Mokihi (vessels made from raupo) were utilised for travel down the river and were a very effective and common mode of travel, making transportation of substantial loads of resources possible.
- 2.12 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the Waiau. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.13 The Waiau was once a large and powerful river, up to 500m across at the mouth, narrowing to 200m further upstream. The water flow from the Waiau River was



## DEED OF RECOGNITION FOR WAI AU RIVER, SOUTHLAND

an important factor in the ecological health and bio-diversity of the coastal resources..

- 2.14 The mauri of the Waiau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.



## DEED OF RECOGNITION FOR WAIKAIU RIVER, SOUTHLAND

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out



in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

\_\_\_\_\_  
 [ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

DEED OF RECOGNITION FOR WAI AU RIVER, SOUTHLAND

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.90B**  
**DEED OF RECOGNITION FOR WAIAU RIVER, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Waiau River**

The area which is the subject of this Deed is the bed of the River known as Waiau (the “Area”) the location of which is shown on Allocation Plan MD 124 (SO Plan 12263). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Waiau**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Waiau as set out below.
- 2.2 The Waiau River features in the earliest of traditional accounts, and was a place and resource well known to the earliest tūpuna (ancestors) to visit the area. Rakaihautu and his followers traced the Waiau from its source in Te Ana-au (Lake Te Anau) and Motu-ua or Moturau (Lake Manapōuri), to its meeting with the sea at Te Wae Wae Bay.



## DEED OF RECOGNITION FOR WAIU RIVER, SOUTHLAND

- 2.3 The waka Takitimu, under the command of the rangatira (chief) Tamatea, was wrecked near the mouth of the Waiau River and the survivors who landed at the mouth named the river 'Waiau' due to the swirling nature of its waters. Tamatea and his party made their way up the river to Lake Manapōuri where they established a camp site. The journey of Tamatea was bedevilled by the disappearance of Kaheraki who was betrothed to Kahukunu, a son of Tamatea, Kaheraki strayed away from the party, and was captured by the Maeroero (spirits of the mountain).
- 2.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.5 The Waiau has strong links with Waitaha who, following their arrival in the waka Uruao, populated and spread their influence over vast tracts of the South Island. They were the moa hunters, the original artisans of the land. There are remnants of Waitaha rock art associated with the river. Surviving rock art remnants are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.
- 2.6 There is also a strong Ngāti Mamoe influence in this area of the country. Ngāti Mamoe absorbed and intermarried with the Waitaha and settled along the eastern coast of Te Wai Pounamu. The arrival of Ngāi Tahu in Te Wai Pounamu caused Ngāti Mamoe to become concentrated in the southern part of the island, with intermarriage between the two iwi occurring later than was the case further north. The result is that there is a greater degree of Ngāti Mamoe influence retained in this area than in other parts of the island. These are the three iwi who, through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui.
- 2.7 Numerous archaeological sites and wāhi taonga attest to the history of occupation and use of the river. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna. The main nohoanga (occupation site) on the Waiau was at the mouth and was called Te Tua a Hatu. The rangatira (chief) Te Wae Wae had his kainga nohoanga on the left bank of the Waiau River mouth.
- 2.8 The Waiau, which once had the second largest flow of any river in New Zealand, had a huge influence on the lives and seasonal patterns of the people of Murihiku, over many generations. The river was a major mahinga kai: aruhe (fernroot), tī root, fish, tuna (eels), shellfish and tutu were gathered in the summer, a range of fish were caught in the autumn, kanakana (lamprey) were caught in the spring,

## DEED OF RECOGNITION FOR WAIAMAU RIVER, SOUTHLAND

while the people were largely reliant during winter on foods gathered and preserved earlier in the year. Rauri (reserves) were applied to the mahinga kai resources, so that people from one hapū or whānau never gathered kai from areas of another hapū or whānau. Some 200 species of plants and animals were utilised by Ngāi Tahu as a food resource in and near the Waiau.

- 2.9 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Waiau, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.10 Place names provide many indicators of the values associated with different areas, including Wai Harakeke (flax), Papatotara (totara logs or bark), Kirirua (a type of eel found in the lagoon), Te Rua o te Kaiamio (a rock shelter that was a 'designated meeting place' for the local Maori, similar to a marae) and Ka Kerehu o Tamatea – ('charcoal from the fire of Tamatea' - black rocks near old Tuatapere ferry site).
- 2.11 The Waiau River was a major travelling route connecting Murihiku and Te Ara a Kiwa (Foveaux Strait) to Te Tai Poutini (the West Coast), and as such was an important link between hapū and iwi. Pounamu on the West Coast, and summer expeditions to Manapōuri (Motu-ua or Moturau) for mahinga kai were the main motivations for movement up and down the Waiau. Mokihi (vessels made from raupo) were utilised for travel down the river and were a very effective and common mode of travel, making transportation of substantial loads of resources possible.
- 2.12 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the Waiau. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.13 The Waiau was once a large and powerful river, up to 500m across at the mouth, narrowing to 200m further upstream. The water flow from the Waiau River was an important factor in the ecological health and bio-diversity of the coastal resources..

## DEED OF RECOGNITION FOR WAIAMAU RIVER, SOUTHLAND

2.14 The mauri of the Waiamau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Department of Conservation:

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

## DEED OF RECOGNITION FOR WAIAU RIVER, SOUTHLAND

**4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.



7 **Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.  
In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

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*Witness*

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*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.91A**  
**DEED OF RECOGNITION FOR MATAURA RIVER, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Mataura River**

The area which is the subject of this Deed is the bed of the River known as Mataura (the “Area”) the location of which is shown on Allocation Plan MD 125 (SO Plan 12264). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Mataura**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Mataura as set out below.
- 2.2 The area of the Mataura River above the Mataura Falls was traditionally used by the descendants of the Ngāti Mamoe chief, Parapara Te Whenua. The descendants of Parapara Te Whenua incorporate the lines of Ngāti Kurī from which the



## DEED OF RECOGNITION FOR MATAURA RIVER, SOUTHLAND

Mamaru family of Moeraki descend. Another famous tupuna associated with the river was Kiritekateka, the daughter of Papapara Te Whenua. Kiritekateka was captured by Ngāi Tahu at Te Anau and her descendants make up the lines of many of the Ngāi Tahu families at Ōtākou.

- 2.3 For Ngāi Tahu, histories such as these reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 The Mataura was an important mahinga kai, noted for its indigenous fishery. The Mataura Falls were particularly associated with the taking of kanakana (lamprey). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Mataura, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 The mauri of the Mataura represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands:
  - (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

## DEED OF RECOGNITION FOR MATAURA RIVER, SOUTHLAND

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

## DEED OF RECOGNITION FOR MATAURA RIVER, SOUTHLAND

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

\_\_\_\_\_ )  
 [ ]

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*Witness*

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DEED OF RECOGNITION FOR MATAURA RIVER, SOUTHLAND

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.91B**  
**DEED OF RECOGNITION FOR MATAURA RIVER, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Maitaura River**

The area which is the subject of this Deed is the bed of the River known as Maitaura (the “Area”) the location of which is shown on Allocation Plan MD 125 (SO Plan 12264). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Maitaura**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Maitaura as set out below.
- 2.2 The area of the Maitaura River above the Maitaura Falls was traditionally used by the descendants of the Ngāti Mamoe chief, Parapara Te Whenua. The descendants of Parapara Te Whenua incorporate the lines of Ngati Kurī from which the



## DEED OF RECOGNITION FOR MATAURA RIVER, SOUTHLAND

Mamaru family of Moeraki descend. Another famous tupuna associated with the river was Kiritekateka, the daughter of Papapara Te Whenua. Kiritekateka was captured by Ngāi Tahu at Te Anau and her descendants make up the lines of many of the Ngāi Tahu families at Ōtākou.

- 2.3 For Ngāi Tahu, histories such as these reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 The Mataura was an important mahinga kai, noted for its indigenous fishery. The Mataura Falls were particularly associated with the taking of kanakana (lamprey). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Mataura, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 The mauri of the Mataura represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Department of Conservation:
  - (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;

## DEED OF RECOGNITION FOR MATAURA RIVER, SOUTHLAND

- (iv) any programme to eradicate pests or other introduced species; or
- (v) any survey to identify the number and type of concessions which may be appropriate; and

(c) the location, construction and relocation of any structures.

- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.



**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 Minister of Conservation in the )  
 presence of: )

\_\_\_\_\_ )  
 [ ] )

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

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*Occupation*

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DEED OF RECOGNITION FOR MATAURA RIVER, SOUTHLAND

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.92A**  
**DEED OF RECOGNITION FOR APARIMA RIVER, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Aparima River**

The area which is the subject of this Deed is the bed of the River known as Aparima (the “Area”) the location of which is shown on Allocation Plan MD 126 (SO Plan 12265). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Aparima**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Aparima, as set out below.
- 2.2 The mouth of the Aparima was the site of a permanent settlement, with associated urupā nearby. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories,



traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

- 2.3 The river was an important source of mahinga kai, with shellfish, mussels, paua, tuna (eels) and inaka (whitebait) all being taken from the river and its estuary. An eel weir was constructed at the narrows where the Pourakino River enters the Aparima, and was an important source of tuna.
- 2.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of the Aparima, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 The mouth of the Aparima was a tauranga waka, from which sea voyages were launched to and from a variety of locations in and around Te Ara a Kiwa (Foveaux Strait), Rakiura and the tīfī islands. A carved tauihu (canoe prow) found in the estuary of the river attests to this.
- 2.6 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the Aparima. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.7 The mauri of the Aparima represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Commissioner of Crown Lands:

## DEED OF RECOGNITION FOR APARIMA RIVER, SOUTHLAND

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to



## DEED OF RECOGNITION FOR APARIMA RIVER, SOUTHLAND

the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

DEED OF RECOGNITION FOR APARIMA RIVER, SOUTHLAND

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
the Commissioner of Crown Lands )  
in the presence of: )

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*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.92B**  
**DEED OF RECOGNITION FOR APARIMA RIVER, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Aparima River**

The area which is the subject of this Deed is the bed of the River known as Aparima (the “Area”) the location of which is shown on Allocation Plan MD 126 (SO Plan 12265). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ngāi Tahu to Aparima**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Aparima, as set out below.
- 2.2 The mouth of the Aparima was the site of a permanent settlement, with associated urupā nearby. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories,



traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

- 2.3 The river was an important source of mahinga kai, with shellfish, mussels, paua, tuna (eels) and inaka (whitebait) all being taken from the river and its estuary. An eel weir was constructed at the narrows where the Pourakino River enters the Aparima, and was an important source of tuna.
- 2.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of the Aparima, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 The mouth of the Aparima was a tauranga waka, from which sea voyages were launched to and from a variety of locations in and around Te Ara a Kiwa (Foveaux Strait), Rakiura and the tītī islands. A carved tauihu (canoe prow) found in the estuary of the river attests to this.
- 2.6 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the Aparima. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.
- 2.7 The mauri of the Aparima represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Department of Conservation:



## DEED OF RECOGNITION FOR MANAWAPŌPŌRE/HIKURAKI (MAVORA LAKES), SOUTHLAND

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

## DEED OF RECOGNITION FOR MANAWAPŌPŌRE/HIKURAKI (MAVORA LAKES), SOUTHLAND

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

DEED OF RECOGNITION FOR MANAWAPŌPŌRE/HIKURAKI (MAVORA LAKES), SOUTHLAND

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

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*Signature*

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary

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**ATTACHMENT 12.93**  
**DEED OF RECOGNITION FOR LAKE ROTORUA, KAIKOURA**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Lake Rotorua**

The area which is the subject of this Deed is the bed of the Lake known as Rotorua (the “Area”) the location of which is shown on Allocation Plan MD 43 (SO Plan 7327). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Rotorua**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Rotorua as set out below.
- 2.2 Rotorua is one of the lakes referred to in the tradition of ‘Ngā Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu which were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the Waitaha tribe to New Zealand. According to tradition, Rakaihautu beached his canoe at (Whakatū) (Nelson). From Whakatū,

Rakaihautu divided the new arrivals in two with his son taking a party to explore the coastline southwards, and Rakaihautu taking another southwards by an inland route.

- 2.3 On his journey inland Rakaihautu used his famous kō (a tool similar to a spade) to dig what are now the principal lakes of Te Wai Pounamu. Those lakes included Whakamatau (Coleridge), Rotorua, Pukaki, Ohau, Wanaka, Tekapo and Hawea. All of these lakes were used by Ngai Tahu as mahinga kai and sites of occupation.
- 2.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.5 Rotorua was used as a mahinga kai by Ngāi Tahu as well as the earlier tribes such as Ngāti Tumatakokiri and Ngāti Wairaki. The main foods taken from this area were waterfowl and eel.
- 2.6 The tūpuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.7 The mauri of Rotorua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Department of Conservation:
  - (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;



- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretions to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

DEED OF RECOGNITION FOR LAKE ROTORUA, KAIKOURA

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

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*Witness*

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.94**  
**DEED OF RECOGNITION FOR HOKA KURA (LAKE SUMNER),**  
**CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Hoka Kura**

The area which is the subject of this Deed is the bed of the Lake known as Hoka Kura (Lake Sumner) (the “Area”) the location of which is shown on Allocation Plan MD 127 (SO Plan 19854). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Hoka Kura**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hoka Kura as set out below.
- 2.2 Hoka Kura is one of the lakes referred to in the tradition of ‘Ngā Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the



canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Hoka Kura. The origins of the name 'Hoka Kura' have now been lost, although it is likely that it refers to one of the descendants of Rakaihautu.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Hoka Kura was used as a mahinga kai by North Canterbury Ngāi Tahu. The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 The mahinga kai values of the lake were particularly important to Ngāi Tahu parties travelling to Te Tai Poutini (the West Coast). The lake was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the lake.
- 2.6 There are a number urupā and wāhi tapu in this region. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.
- 2.7 The mauri of Hoka Kura represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### 3 Role of Te Rūnanga

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

#### 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [                    ]

**SIGNED** for and on behalf of                    )

**HER MAJESTY THE QUEEN** in                    )

right of New Zealand by [                    ], )

the Commissioner of Crown Lands in the                    )

presence of:                    )

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[                    ]

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**THE SEAL** of                    )

**TE RŪNANGA O NGĀI TAHU**                    )

was affixed to this document in the                    )

presence of:                    )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.95**  
**DEED OF RECOGNITION FOR**  
**WHAKAMATAU (LAKE COLERIDGE), CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Whakamatau**

The area which is the subject of this Deed is the bed of the Lake known as Whakamatau (Lake Coleridge) (the “Area”) the location of which is shown on Allocation Plan MD 128 (SO Plan 19855). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Whakamatau**

2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Whakamatau as set out below.

2.2 Whakamatau is one of the lakes referred to in the tradition of ‘Nga Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the

- canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Whakamatau.
- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 This lake was occupied by the Ngāti Tū Te Piriraki hapū. Tū Te Piriraki was the son of Tū Te Kawa, a Ngāti Mamoe chief who held manawhenua in this region. When Tū Te Kawa died his family, including Tū Te Piriraki, married into the senior Ngāi Tahu families. Such strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the lake.
- 2.5 Whakamatau was a notable mahinga kai where tuna (eel) and water fowl were taken. The kiore (polynesian rat) was also taken in this region. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 Whakamatau was an integral part of a network of trails linking North Canterbury and Te Tai Poutini (the West Coast) which were used by the tūpuna in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the lake.
- 2.7 As a result of the area's history as a settlement site and part of a trail, there are many urupā associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.8 The mauri of Whakamatau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All

elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.



#### **4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaws; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### **5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### **6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [                    ]

**SIGNED** for and on behalf of                    )  
**HER MAJESTY THE QUEEN** in                    )  
right of New Zealand by [                    ], )  
the Commissioner of Crown Lands in the                    )  
presence of:                    )

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[                    ]

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*Witness*

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*Occupation*

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*Address*

**THE SEAL** of                    )  
**TE RŪNANGA O NGĀI TAHU**                    )  
was affixed to this document in the                    )  
presence of:                    )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary

**ATTACHMENT 12.96**  
**DEED OF RECOGNITION FOR TAKAPO (LAKE TEKAPO),**  
**CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Takapo**

The area which is the subject of this Deed is the bed of the Lake known as Takapo (Lake Tekapo) (the “Area”) the location of which is shown on Allocation Plan MD 34 (SO Plan 19836). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Takapo**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Takapo as set out below.
- 2.2 Takapo is one of the lakes referred to in the tradition of ‘Ngā Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao,

which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Takapo.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Takapo was often occupied by Ngāi Tahu and, like most lakes, there are traditions of a taniwha connected with it. Tradition has it that the tohunga Te Maiharoa is the only person to have swum the lake and escaped the taniwha. This story is told to demonstrate that the mana of Te Maiharoa was greater than that of the taniwha of the lake.
- 2.5 As a result of this history of occupation, there are a number of urupā associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.6 Takapo served as a mahinga kai for South Canterbury Ngāi Tahu. Waterfowl and eel were the main foods taken from this lake. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.7 The mauri of Takapo represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and

administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and



(b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
the Commissioner of Crown Lands in the )  
presence of: )

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary

**ATTACHMENT 12.97**  
**DEED OF RECOGNITION FOR LAKE ŌHAU, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Lake Ōhau**

The area which is the subject of this Deed is the bed of the Lake known as Ōhau (the “Area”) the location of which is shown on Allocation Plan MD 36 (SO Plan 19838). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ōhau**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Ōhau as set out below.
- 2.2 Ōhau is one of the lakes referred to in the tradition of ‘Ngā Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu

taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including ōhau. It is probable that the name 'ōhau' comes from one of the descendants of Rakaihautu, Hau.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Ōhau was traditionally occupied by the descendants of Te Rakitauhope and was the site of several battles between Ngāi Tahu and Ngāti Mamoe. Later, it supported Te Maiharoa and his followers in 1870s when they took occupation of land in the interior in protest against the Crown's failure to honour the 1848 Canterbury Purchase.
- 2.5 As a result of this history of occupation, there are a number of urupā and wāhi tapu associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.6 Ōhau was an important mahinga kai, and part of a wider mahinga kai trail that ran from Lake Pukaki to the coast. The main foods taken in this area were weka, forest and water fowl and freshwater fish such as tuna (eel) and kokopu.
- 2.7 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.8 The mauri of Ōhau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and

administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and

- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## **5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## **6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## **7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.



**EXECUTED** as a Deed on [                    ]

**SIGNED** for and on behalf of                    )

**HER MAJESTY THE QUEEN** in                    )

right of New Zealand by [                    ], )

the Commissioner of Crown Lands in the                    )

presence of:                    )

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**THE SEAL** of                    )

**TE RŪNANGA O NGĀI TAHU**                    )

was affixed to this document in the                    )

presence of:                    )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary

**ATTACHMENT 12.98**  
**DEED OF RECOGNITION FOR**  
**WHAKARUKUMOANA (LAKE MCGREGOR), CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Whakarukumoana**

The area which is the subject of this Deed is the bed of the Lake known as Whakarukumoana (Lake McGregor) (the “Area”) the location of which is shown on Allocation Plan MD 129 (SO Plan 19856). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Whakarukumoana**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Whakarukumoana as set out below.
- 2.2 Whakarukumoana is one of the lakes referred to in the tradition of ‘Ngā Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu



were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Whakarukumoana.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Draining into Takapo (Lake Tekapo) via Te Wai-a-te-Kamana, Whakarukumoana forms a part of the network of waterways and land-based mahinga kai in this part of the interior. This area was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the lake.
- 2.5 The lake was very productive, although the indigenous fishery has now been depleted. The warmer shallows are important habitats for tuna (eels) and indigenous fish which prefer such conditions. This rainfed lake is a habitat for upland bully, common bully, long finned eel and galaxids as well as introduced trout.
- 2.6 Waterfowl, including a range of duck species, crested grebe and weka (formerly) are another important mahinga kai associated with the lake. Flora gathered from land adjoining the lake included matagouri, taramea, tutu, tatarakeka, manuka, snowgrass, and raupo. The succulent kiore (polynesian rat) was once an important food resource, as was the moa.
- 2.7 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.8 The mauri of Whakarukumoana represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All

elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ], )

the Commissioner of Crown Lands in the )

presence of: )

\_\_\_\_\_  
[ ]

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*Witness*

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*Signature*

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.99**  
**DEED OF RECOGNITION FOR WAIREWA (LAKE FORSYTH),**  
**CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Wairewa**

The area which is the subject of this Deed is the bed of the Lake known as Wairewa (Lake Forsyth) (the “Area”) the location of which is shown on Allocation Plan MD 45 (SO Plan 19839). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Wairewa**

2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Wairewa as set out below.

2.2 Wairewa is one of the lakes referred to in the tradition of ‘Ngā Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe,

Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Wairewa.

- 2.3 There are place names connected with Wairewa which evoke earlier histories. One example is the mountain which Wairewa lies in the lee of, 'Te Upoko o Tahu Mataa'. This name refers to the Ngāi Tahu ancestor Tahu Mataa who lived and fought in Hawkes Bay. Like many other lakes, Wairewa was occupied by a taniwha called Tū Te Rakiwhānoa, whose origins stem back to the creation traditions.
- 2.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.5 The local hapū of this region is Ngāti Irakehu. Irakehu was the descendant of Mako, the Ngāi Tuhaitara chief who took Banks Peninsula with his cohort, Moki. Tradition has it that both Moki and Mako are buried near Wairewa. Poutaiki and Ōtūngakau are two principal urupā associated with Wairewa. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.
- 2.6 Wairewa has been used by the descendants of Rakaihautu ever since it was 'dug'. It is famous for the tuna (eels) that it holds and which migrate out to the sea in the autumn months. Ngāi Tahu gather here annually to take the tuna.
- 2.7 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.8 The mauri of Wairewa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Department of Conservation:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretions to withhold commercially sensitive material).



#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

#### 7 Interpretation



- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.  
In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [                      ]

**SIGNED** for and on behalf of                      )  
**HER MAJESTY THE QUEEN** in                      )  
right of New Zealand by [                      ], )  
Minister of Conservation in the                      )  
presence of:                      )

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*Witness*

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presence of:                      )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary

**ATTACHMENT 12.100**  
**DEED OF RECOGNITION FOR LAKE PŪKAKI, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Lake Pūkaki**

The area which is the subject of this Deed is the bed of the Lake known as Pūkaki (the “Area”) the location of which is shown on Allocation Plan MD 35 (SO Plan 19837). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Pūkaki**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Pūkaki as set out below.
- 2.2 Pūkaki is one of the lakes referred to in the tradition of ‘Ngā Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two,

with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Pūkaki.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Pūkaki is referred to in Ngāi Tahu tradition as the basin that captures the tears of Aoraki: a reference to the melt waters that flow from Aoraki into the lake in the spring time.
- 2.5 As well as its association with Aoraki, Pūkaki is also a mahinga kai, noted particularly for its water fowl. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 The mauri of Pūkaki represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:
  - (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning

the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ], )

the Commissioner of Crown Lands in the )

presence of: )

\_\_\_\_\_ )  
[ ]

DEED OF RECOGNITION FOR LAKE PŪKAKI, CANTERBURY

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*Witness*

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*Signature*

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*Occupation*

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*Address*

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary

**ATTACHMENT 12.101**  
**DEED OF RECOGNITION FOR TE AO MĀRAMA (LAKE BENMORE),**  
**CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whanui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Te Ao Mārama**

The area which is the subject of this Deed is the bed of the Lake known as Te Ao Mārama (the “Area”) the location of which is shown on Allocation Plan MD 130 (SO Plan 19857). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Te Ao Mārama**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Te Ao Mārama as set out below.
- 2.2 While the man-made Te Ao Mārama is obviously a comparatively recent creation on the landscape, it overlays the path of the Waitaki River, which is very



significant to Ngāi Tahu as the pathway of the waters from Aoraki to the sea. Ngāi Tahu Whānui always recognise and pay respects to Waitaki as a significant element of their being, and identity, a creation of the atua (gods), further moulded by Tū Te Rakiwhānoa and his assistants, one of whom was Marokura who stocked the waterways.

- 2.3 In addition, the lake now covers areas which have been very important in Ngāi Tahu history. The Ahuriri arm of the lake was the site of Te Aomarama, the nohoanga that Te Maiharoa was evicted from by the constabulary in the late 1800. It is in memory of this that the lake is now referred to by the same name. A number of other nohoanga existed in the area the lake now covers, and these were among the 170 which one record lists as existing in the Waitaki basin. One of these was at Sailors Cutting, and was known as Te Whakapiri a Te Kaiokai.
- 2.4 Many wāhi tapu and wāhi taonga were also drowned by Te Ao Mārama, including a number of rock art sites, while others still survive. Urupā associated with the nohoanga in the area also lie under the lake. These are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.5 An important and productive fishery exists in the lake, with the Haldane and Ahuriri arms once rich in long finned eels, although in more recent times the fishery has been depleted. Freshwater mussels (waikakahi) are also available in the Ahuriri shallows. Excellent stands of raupō grow on the edge of the lake, adjacent to the deep water, this hardy plant, which was traditionally used for kai and in the making of mokihi (a type of waka, or canoe, used on inland waterways) is not affected by the heavy frosts of the area or cattle grazing. The Ahuriri arm was also a important waterfowl and weka habitat.
- 2.6 Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the area. These whakapapa rights and relationships still apply to the lake itself.
- 2.7 The area which the lake now covers was once a major route from coast to coast: to Hawea and Wanaka via the Lindis pass, and to the West Coast via Ōkuru or Haast Pass. There was also a trail via the Lindis through into the Central Otago summer resorts, mahinga kai and pounamu resources. Trails linked to seasonal resource gathering lead into the Ōhau, Pūkaki and Takapo, Alexandrina and Whakarukumoana catchments. These were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The



traditional mobile lifestyle of the people led to their dependence on the resources of the land and waterways.

- 2.8 Wai-para-hoanga, meaning literally ‘water of grinding stone dirt’ is a descriptive name for the water that once flowed unhindered in the Waitaki, sourced from Pūkaki, Takapo and Ōhau, and ultimately from Aoraki itself.
- 2.9 Notwithstanding more recent man-made changes to the landscape and waterways, the mauri of Te Ao Mārama represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### 3 **Role of Te Rūnanga**

- 3.1 By reason of the Crown’s acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities currently being undertaken by the Crown in relation to those parts of the lake bed within the Area administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown’s acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out

in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands )  
 in the presence of: )

\_\_\_\_\_ )  
 [ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

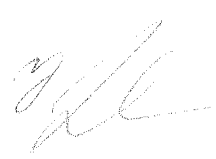
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presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.102**  
**DEED OF RECOGNITION FOR**  
**KŌTUKU-WHAKAOHO (LAKE BRUNNER/MOANA), WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Kōtuku-Whakaoho**

The area which is the subject of this Deed is the bed of the Lake known as Kōtuku Whakaoho (Lake Brunner/Moana) (the “Area”) the location of which is shown on Allocation Plan MD 131 (SO Plan 12515). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Kōtuku Whakaoho**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Kōtuku Whakaoho as set out below.
- 2.2 The name ‘Kōtuku-Whakaoho’ relates to a husband and wife called Kōtuku and Māwhera. Both were killed at this site which led to one (Kōtuku) having their

name applied to the lake and the other (Māwhera) lending their name to the Grey River.

- 2.3 As with most lakes, there is also a tradition of a taniwha connected with Kōtuku-Whakaoho. The story tells how two taniwha were killed by a chief because they had killed his father and sister. On their deaths, the taniwha became islands which now lie in the lake.
- 2.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.5 Kōtuku-Whakaoho holds an important place in Ngāi Tahu history as the site of the rangatira (chief) Tuhuru's battle with Ngāti Wairaki. Victory in this battle saw Ngāi Tahu gain manawhenua in this area.
- 2.6 Besides being a famous battle ground, Kōtuku-Whakaoho was important as the site of a permanent settlement, acting as a focal point for food gathering parties. The principal food taken from the lake was tuna (eel). Water fowl and forest fowl were also important mahinga kai in this area.
- 2.7 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.8 The importance of the area to Ngāi Tahu was recognised by the Crown in the setting aside of a reserve at the lake for Ihaia, Tainui and Waipapara.
- 2.9 The mauri of Kōtuku-Whakaoho represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to

time by the Crown in relation to those parts of the riverbed within the Area that are administered by the Department of Conservation:

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to



the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

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[ ]

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

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Rūnanga Representative

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Secretary

**ATTACHMENT 12.103**  
**DEED OF RECOGNITION FOR LAKE PĀRINGA, WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Lake Pāringa**

The area which is the subject of this Deed is the bed of the Lake known as Pāringa (the “Area”) the location of which is shown on Allocation Plan MD 132 (SO Plan 12516). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Pāringa**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Pāringa as set out below.
- 2.2 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe, Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.



- 2.3 Seasonal kainga nohoanga (settlements) were established for the taking of mahinga kai. Paringa was and still is a noted tuna (eel) fishery, significant spawning ground and kōhanga (nursery) for a variety of fish species and significant breeding area for manu (birds), including ducks, kukupa (kereru/wood pigeon) and weka (now extinct in this area). The lake was therefore a source of rich and abundant harvests. The area also provided plants utilised in raranga (weaving) and other practices.
- 2.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today. Because of the kainga nohoanga, a reserve was set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale.
- 2.5 The lake also is a wāhi tapu. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.6 The mauri of Lake Paringa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Department of Conservation:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
    - (i) any programme to identify and protect indigenous plants;

- (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).
- 4 Other Provisions**
- Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 **Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 **Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

#### 7 **Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ], )

Minister of Conservation in the )

presence of: )

[ ]

DEED OF RECOGNITION FOR LAKE PĀRINGA, WEST COAST

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*Witness*

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*Signature*

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**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

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Rūnanga Representative

\_\_\_\_\_  
Secretary

**ATTACHMENT 12.104**  
**DEED OF RECOGNITION FOR LAKE KANIERE, WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Lake Kanierere**

The area which is the subject of this Deed is the bed of the Lake known as Kanierere (the “Area”) the location of which is shown on Allocation Plan MD 133 (SO Plan 12517). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Kanierere**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Kanierere as set out below.
- 2.2 Kanierere is noted in Ngāi Tahu tradition as a lake occupied by the Ngāti Wairaki explorer, Raureka. According to tradition, Raureka was the first to cross Kā Tiritiri o te Moana (the Southern Alps) from her village at Arahura. Apparently she left the village after an argument with her Ngāti Wairaki whanaunga (relatives). Raureka was accompanied by her slave as she wandered up to Kanierere



and eventually came across a pass which took her to the Rakaia Valley and eventually the Canterbury Plains.

- 2.3 This route came to be later known as Noti Raureka (Brownings Pass). On the east coast, Raureka fell in with a number of Ngāi Tahu in the Temuka region who were felling timber with adzes. Raureka showed them her pounamu (greenstone) adze and proceeded to fell the tī tree. The Ngāi Tahu agreed that her pounamu was a better stone for an adze. Raureka eventually led a Ngāi Tahu party across the Alps to show them the source of pounamu.
- 2.4 For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.
- 2.5 Kanierie was also an important mahinga kai used by parties crossing between the coasts. Tuna (eels) and weka were the main foods taken in this area. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 Because of its importance as a mahinga kai, the Crown set aside a reserve at the lake for Ngāi Tahu last century.
- 2.7 The mauri of Kanierie represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Department of Conservation:
  - (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:



- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
- (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;



4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 **Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 **Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 **Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]



**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

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**TE RŪNANGA O NGĀI TAHU** )  
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presence of: )

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Rūnanga Representative

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Secretary

**ATTACHMENT 12.105**  
**DEED OF RECOGNITION FOR LAKE HAWEA, OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Lake Hawea**

The area which is the subject of this Deed is the bed of the Lake known as Hawea (the “Area”) the location of which is shown on Allocation Plan MD 37 (SO Plan 24718). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Hawea**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hawea as set out below.
- 2.2 Hawea is one of the lakes referred to in the tradition of ‘Ngā Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in



two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Hawea.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 The name 'Hawea' may derive from Hawea, tupuna (ancestor) of the Waitaha hapū, Ngāti Hawea.
- 2.5 Hawea was traditionally noted as a rich tuna (eel) fishery, with many thousands of the fish once being caught, preserved and transported back to the kainga nohoanga (settlements) of coastal Otago.
- 2.6 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Hawea, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.7 The mauri of Hawea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:
  - (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ],)

the Commissioner of Crown Lands in the )

presence of: )

\_\_\_\_\_ )  
[ ]



\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary

**ATTACHMENT 12.106**  
**DEED OF RECOGNITION FOR LAKE WANAKA, OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Lake Wanaka**

The area which is the subject of this Deed is the bed of the Lake known as Wanaka (the “Area”) the location of which is shown on Allocation Plan MD 38 (SO Plan 24719). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Wanaka**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Wanaka as set out below.
- 2.2 Wanaka is one of the lakes referred to in the tradition of ‘Ngā Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached

his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Wanaka.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 The name 'Wanaka' is considered by some to be a South Island variant of the word 'wananga' which refers to the ancient schools of learning. In these schools Ngāi Tahu tohunga (men of learning) would be taught whakapapa (genealogies) which stretched back to over a hundred generations and karakia (incantations) for innumerable situations. All of this learning they would be required to commit to memory.
- 2.5 Wanaka was traditionally noted as a rich tuna (eel) fishery, with many thousands of the fish once being caught, preserved and transported back to the kainga nohoanga (settlements) of coastal Otago.
- 2.6 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Wanaka, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.7 In 1836 an eeling party was attacked by Te Puoho, a rangatira (chief) of the North Island Ngāti Tama iwi. Te Puoho had plans of conquering Te Wai Pounamu, beginning his campaign at the southern end of the island. He compared his strategy to boning an eel which is started at the tail end of the fish. Having travelled down Te Tai Poutini (the West Coast) to Jackson Bay, Te Puoho crossed Haast Past into Wanaka and Lake Hawea where he found a Ngāi Tahu eeling party which he captured at Makarora. Two infant girls were captured and eaten. Te Puoho suspected this family was an outpost and so he gave instructions for two guards to follow a young teenager called Pukuharuru who was ordered to show them where the main camp was. However Pukuharuru managed to escape after dark and alert his father, Te Raki. Te Raki killed the two guards, who were lost without their guide, and the Wanaka families managed to escape the region.

- 2.8 Te Puoho continued his campaign at Tukurau where there were other families fishing. However some of the people managed to escape to Tiwai Point near Bluff where they lit a warning fire. This fire alerted the southern forces and, under the leadership of Tuhawaiki, Ngāi Tahu prepared to meet Te Puoho at Tukurau. After discussing the situation with the tohunga, Ngāi Tahu were assured of victory. While the priests chanted their karakia to the gods of war, the heart of the enemy chief appeared before Ngāi Tahu in the firelight, carried by the wings of a bird. With this omen that the gods of war were on the side of Ngāi Tahu, they attacked Te Puoho the next morning. Te Puoho was shot by a young Ngāi Tahu lad called Topi and his army was taken captive. The head of Te Puoho was cut from his body and stuck on a pole facing his home in the north. Wanaka is therefore noted in history for its part in what was to be the last battle between the North and South Island Māori.
- 2.9 The mauri of Wanaka represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);

- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.



**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 the Commissioner of Crown Lands in the )  
 presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

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*Signature*

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*Occupation*

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*Address*



**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.107A**  
**DEED OF RECOGNITION FOR WHAKATIPU-WAI-MĀORI (LAKE**  
**WAKATIPU)**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On *[insert date]* Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whanui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

- 1 Specific Area of Whakatipu-wai-māori (Lake Wakatipu)**  
The area which is the subject of this Deed is the bed of the Lake known as Whakatipu-wai-māori (Lake Wakatipu) (the “Area”) the location of which is shown on Allocation Plan MD 39 (SO Plan 24720). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.
- 2 Cultural, Spiritual, Historic and/or Traditional Association of Whakatipu-wai-māori**
  - 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Whakatipu-wai-māori as set out below.
  - 2.2 The name ‘Whakatipu-wai-māori’ originates from the earliest expedition of discovery made many generations ago by the tupuna Rakaihautu and his party of



the Uruao waka. Rakaihautu is traditionally credited with creating the great waterways of the interior of the island with his famous kō (digging stick), known as Tū Whakaroria (renamed Tuhiraki at the conclusion of the expedition).

- 2.3 There are many traditions relating to the lake. One of the most famous tells that the hollow which forms the bed of the lake was created when the people known as Te Rapuwai came upon the giant tipua (ogre) Matau as he lay there in a deep sleep. Matau had been responsible for the disappearance of many small hunting parties and had entrapped a beautiful maiden, Manatā. His demise was finally brought about when Manatā escaped from him and returned to her lover Matakauri. The villagers, armed with the knowledge that Matau always fell into a deep sleep when the North-West wind blew, descended on his lair, heaped dry wood around him and set it alight. The rise and fall of the lake level is said to be caused by the beating heart of the giant, who remains at the bottom of the lake.
- 2.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.5 Whakatipu-wai-māori once supported nohoanga and villages which were the seasonal destinations of Otago and Murihiku (Southland) whānau and hapū for many generations, exercising ahi kā and accessing mahinga kai and providing a route to access the treasured pounamu located beyond the head of the lake. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the lake. It is because of these patterns of activity that the lake continues to be important to rūnanga located in Murihiku, Otago and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the Area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 2.6 The lake also supported permanent settlements, such as the kaika (village) Tahuna near present-day Queenstown, Te Kirikiri Pā, located where the Queenstown gardens are found today, a Ngāti Mamoe kaika near the Kawarau Falls called Ō Te Roto, and another called Takerehaka near Kingston. The Ngāti Mamoe chief Tu Wiri Roa had a daughter, Haki Te Kura, who is remembered for her feat of swimming across the lake from Tahuna, a distance of some three kilometres.
- 2.7 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 2.8 A key attraction of the lake was the access it provided to seasonal campsites and the pounamu located at the head of the lake at the Dart and Routeburn River catchments, from which countless generations gathered inaka and koko-takiwai pounamu and transported it back to coastal settlements for fashioning into tools, ornaments and weapons.
- 2.9 Waka and mokihi were the key modes of transport for the pounamu trade, travelling the length and breadth of Whakatipu-wai-māori. Thus there were numerous tauranga waka (landing places) on the lake and the islands upon it (Matau and Wāwāhi-waka). The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the lake. The lake was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as tāonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the roto (lake).
- 2.10 Whakatipu-wai-māori is an important source of freshwater, the lake itself being fed by hukawai (melt waters). These are waters with the highest level of purity and were accorded traditional classifications by Ngāi Tahu that recognised this value. Thus it is a puna (spring) which sustains many ecosystems important to Ngāi Tahu. The mauri of Wakatipu-wai-māori represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activity currently being undertaken by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning



the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of ( )

**HER MAJESTY THE QUEEN** in ( )

right of New Zealand by [ ],)

the Commissioner of Crown Lands in the presence of: ( )

\_\_\_\_\_

[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary

**ATTACHMENT 12.107B**  
**DEED OF RECOGNITION FOR WHAKATIPU-WAI-MĀORI (LAKE**  
**WAKATIPU)**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On *[insert date]* Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whanui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

**ACCORDINGLY**, the parties acknowledge and agree as follows:

- 1 Specific Area of Whakatipu-wai-māori (Lake Wakatipu)**  
The area which is the subject of this Deed is the bed of the Lake known as Whakatipu-wai-māori (Lake Wakatipu) (the “Area”) the location of which is shown on Allocation Plan MD 39 (SO Plan 24720). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.
- 2 Cultural, Spiritual, Historic and/or Traditional Association of Whakatipu-wai-māori**
  - 2.1 Pursuant to clause 12.2.2 of the Deed of Settlement / section [ ] of the Settlement Legislation, the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Whakatipu-wai-māori as set out below.
  - 2.2 The name ‘Whakatipu-wai-māori’ originates from the earliest expedition of discovery made many generations ago by the tupuna Rakaihautu and his party of



the Uruao waka. Rakaihautu is traditionally credited with creating the great waterways of the interior of the island with his famous kō (a tool similar to a spade), known as Tū Whakaroria (renamed Tuhiraki at the conclusion of the expedition).

- 2.3 There are many traditions relating to the lake. One of the most famous tells that the hollow which forms the bed of the lake was created when the people known as Te Rapuwai came upon the giant tipua (ogre) Matau as he lay there in a deep sleep. Matau had been responsible for the disappearance of many small hunting parties and had entrapped a beautiful maiden, Manatā. His demise was finally brought about when Manatā escaped from him and returned to her lover Matakauri. The villagers, armed with the knowledge that Matau always fell into a deep sleep when the North-West wind blew, descended on his lair, heaped dry wood around him and set it alight. The rise and fall of the lake level is said to be caused by the beating heart of the giant, who remains at the bottom of the lake.
- 2.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.5 Whakatipu-wai-māori once supported nohoanga and villages which were the seasonal destinations of Otago and Murihiku (Southland) whānau and hapū for many generations, exercising ahi kā and accessing mahinga kai and providing a route to access the treasured pounamu located beyond the head of the lake. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the lake. It is because of these patterns of activity that the lake continues to be important to rūnanga located in Murihiku, Otago and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the Area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 2.6 The lake also supported permanent settlements, such as the kaika (village) Tahuna near present-day Queenstown, Te Kirikiri Pā, located where the Queenstown gardens are found today, a Ngāti Mamoe kaika near the Kawarau Falls called Ō Te Roto, and another called Takerehaka near Kingston. The Ngāti Mamoe chief Tu Wiri Roa had a daughter, Haki Te Kura, who is remembered for her feat of swimming across the lake from Tahuna, a distance of some three kilometres.
- 2.7 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 2.8 A key attraction of the lake was the access it provided to seasonal campsites and the pounamu located at the head of the lake at the Dart and Routeburn River catchments, from which countless generations gathered inaka and koko-takiwai pounamu and transported it back to coastal settlements for fashioning into tools, ornaments and weapons.
- 2.9 Waka and mokihi were the key modes of transport for the pounamu trade, travelling the length and breadth of Whakatipu-wai-māori. Thus there were numerous tauranga waka (landing places) on the lake and the islands upon it (Matau and Wāwāhi-waka). The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the lake. The lake was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as tāonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the roto (lake).
- 2.10 Whakatipu-wai-māori is an important source of freshwater, the lake itself being fed by hukawai (melt waters). These are waters with the highest level of purity and were accorded traditional classifications by Ngāi Tahu that recognised this value. Thus it is a puna (spring) which sustains many ecosystems important to Ngāi Tahu. The mauri of Wakatipu-wai-māori represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activity currently being undertaken by the Crown in relation to those parts of the lake bed within the Area that are administered by the Department of Conservation:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:





- (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretions to withhold commercially sensitive material).
- 4 Other Provisions**
- Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.



- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]



**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ] )  
Minister of Conservation )  
in the presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

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*Signature*

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.108**  
**DEED OF RECOGNITION FOR KURAMEA (LAKE CATLINS), OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Kuramea**

The area which is the subject of this Deed is the bed of the Lake known as Kuramea (Lake Catlins) (the “Area”) the location of which is shown on Allocation Plan MD 134 (SO Plan 24728). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Kuramea**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Kuramea as set out below.

- 2.2 ‘Kuramea’ is the traditional name for the waterway now known as Catlins Lake.

### **3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 'Kuramea' is the traditional name for the waterway now known as Catlins Lake.
- 3.2 The lake and estuary were significant sources of mahinga kai, supporting a number of nohoanga in the vicinity. Tuna (eels), inaka (whitebait), tuaki (cockles), pupu (mudsnails), pipi and flatfish were taken from Kuramea. The lake was also a source of raranga (weaving) materials including harakeke and paru (mud used in dying).
- 3.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Kuramea, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.4 As a result of this history of use, there are a number of wāhi taonga within the wetland area, including middens and other evidence of occupation. These are important as places holding the memories of Ngāi Tahu tūpuna. In particular, a number of finds within the wetlands confirm the area's history as a waka (canoe) building area.
- 3.5 The mauri of Kuramea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning



the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### **4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of ( )

**HER MAJESTY THE QUEEN** in ( )

right of New Zealand by [ ],)

the Commissioner of Crown Lands in the )

presence of: ( )

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[ ]

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*Witness*

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THE SEAL of )  
TE RŪNANGA O NGĀI TAHU )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.109**  
**DEED OF RECOGNITION FOR MOTURAU (LAKE MANAPŌURI),**  
**SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Moturau**

The area which is the subject of this Deed is the bed of the Lake known as Moturau (Lake Manapōuri) (the “Area”) the location of which is shown on Allocation Plan MD 40 (SO Plan 12257). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Moturau**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Moturau as set out below.
- 2.2 Moturau (or Motu-ua) is one of the lakes referred to in the tradition of ‘Nga Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the

captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Moturau. Rakaihautu named the lake Motu-ua, a reference to the persistent rain which troubled his party here.

- 2.3 Tamatea and his party passed this way in their journey back to their homeland after their waka, Takitimu, broke its back at the mouth of the Waiau River. It was Tamatea who named the lake Moturau (possibly a woman's name but more likely to relate to the many islands found in the lake). Tamatea's party established a camp on the edge of the lake, which is probably under water now, and called it Whitiaka-te-ra (the shining of the sun), indicating that they enjoyed a very different experience of the lake from Rakaihautu. Other traditional names associated with the lake include Te Maui (North Arm), Te Tukeroa (Beehive), Manapōuri (north-eastern reach), Wairoa River (upper Waiau River), Te Rakatu (Garnock Burn), Te Konuotu-te-Makohu (Monument), Huatea (South Arm).
- 2.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.5 A number of wāhi taonga and nohoanga associated with the lake are now under its waters. Eel weirs have been found at the Monument and Hope Arm of the lake, and there was a canoe manufacturing site at Pigeon Island. Such wāhi taonga are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna.
- 2.6 As a mahinga kai, the lake was important for the fowling it offered Murihiku coastal settlements in summer. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of Moturau, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.7 The mauri of Moturau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related.

Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Department of Conservation:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

#### 7 Interpretation

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

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Rūnanga Representative

\_\_\_\_\_  
Secretary

**ATTACHMENT 12.110**  
**DEED OF RECOGNITION FOR LAKE HAUROKO, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Lake Hauroko**

The area which is the subject of this Deed is the bed of the Lake known as Hauroko (the “Area”) the location of which is shown on Allocation Plan MD 41 (SO Plan 12258). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Hauroko**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Hauroko as set out below.
- 2.2 Hauroko is strongly associated with urupā in the immediate vicinity, including one on an island in the lake. In particular, Ngāti Rakiamoa and Ngāti Ruahikihiki have several traditions about their dead laying in this region.



- 2.3 Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. It is because of its proximity to these urupā that Hauroko is considered tapu by Ngāi Tahu.
- 2.4 The mauri of Hauroko represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Department of Conservation:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures.



- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.
- 3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).



**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

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[ ]

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presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.111**  
**DEED OF RECOGNITION FOR TE ANA-AU (LAKE TE ANAU),**  
**SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Te Ana-au**

The area which is the subject of this Deed is the bed of the Lake known as Te Ana-au (Lake Te Anau) (the “Area”) the location of which is shown on Allocation Plan MD 42 (SO Plan 12259). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Te Ana-au**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Te Ana-au as set out below.
- 2.2 Te Ana-au is one of the lakes referred to in the tradition of ‘Ngā Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the



canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Te Ana-au.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Te Ana-au figures in Ngāi Tahu histories as one of the last places where Ngāi Tahu and Ngāti Mamoe came into conflict after the peace established between Rakiihia and Te Hautapunuiotu. After Rakiihia had died, his bones were stripped of flesh and were buried in a cave on a cliff facing the seaside near Dunedin. However a landslip led to the bones being uncovered. The bones were found by Ngāi Tahu fishermen and made into fish hooks, an act designed to insult. Among Māori it was a practice to take the bones of enemy leaders who had recently died, fashion them into fish hooks and present fish caught with them to the enemy as a gift. Once the fish had been eaten, the enemy would be told they had feasted on fish who had in turn feasted on their dead.
- 2.5 While the Ngāi Tahu were fishing with their Ngāti Mamoe relations, one of the Ngāi Tahu fisherman referred to the fish biting the bones of Rakiihia. The Ngāti Mamoe fisherman recognised the insult and checked the cave in which their leader had been interred. Finding that the grave had been desecrated, the Ngāti Mamoe found and killed the son of a senior Ngāi Tahu rangatira (chief). Before the Ngāi Tahu could retaliate, the Ngāti Mamoe were warned that they should leave the coast for the inland lakes where they would not be found. The Ngāti Mamoe headed to Te Ana-au. Among this Ngāti Mamoe party was Rakiihia's brother, Pukutahi. Pukutahi fell sick along Te Anau's shoreline and rested while his followers explored the lake to find a safer place.
- 2.6 Approaching the lakes, Te-Hau, the leader of the Ngāi Tahu party, observed that the fugitives had divided in two, and unfortunately for Pukutahi, decided to follow the trail up to Te Ana-au. The Ngāti Mamoe camp was found and in the morning the chiefs of Ngāti Mamoe, including Pukutahi, were killed. This was to be one of the last battles between the tribes.
- 2.7 The lake was an important mahinga kai in the interior. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places

for gathering kai and other taonga, ways in which to use the resources of Te Ana-au, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

- 2.8 The mauri of Te Ana-au represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Department of Conservation:

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### **4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### **5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### **6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management

or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

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[ ]

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*Witness*

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative



\_\_\_\_\_  
Secretary





**ATTACHMENT 12.112**  
**DEED OF RECOGNITION FOR MAHI TĪKUMU (LAKE AVIEMORE),**  
**OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Lake Aviemore**

The area which is the subject of this Deed is the bed of the Lake known as Mahi Tīkumu (Lake Aviemore) (the “Area”), the location of which is shown on Allocation Plan MD 492 (SO Plan 24731). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Lake Aviemore**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Mahi Tīkumu as set out below.
- 2.2 While the man-made Mahi Tīkumu is obviously a comparatively recent creation on the landscape, it overlays the path of the Waitaki River, which is very



significant to Ngāi Tahu as the pathway of the waters from Aoraki to the sea. Ngāi Tahu Whānui always recognise and pay respects to Waitaki as a significant element of their being and identity, a creation of the atua (gods), further moulded by Tū Te Rakiwhānoa and his assistants, one of whom was Marokura who stocked the waterways.

- 2.3 In addition, the lake now covers areas which have been very important in Ngāi Tahu history. A number of nohoanga existed along the former river basin, among the 170 which one record lists as existing in the Waitaki basin.
- 2.4 Many wāhi tapu and wāhi taonga were also drowned by Mahi Tīkumu, including a number of rock art sites. Other areas of the lake's catchment are awaiting survey for rock art. Urupā associated with the nohoanga in the area also lie under the lake. These are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.5 An important and productive tuna (eel) fishery existed in the lake, although in more recent times the customary fishery has become depleted. Freshwater mussels (waikakahi) are also available in the shallows. Excellent stands of raupō grow on the edge of the lake, adjacent to the deep water. This hardy plant, which was traditionally used for kai and in the making of mokihi (a type of waka, or canoe, used on inland waterways) is not affected by the heavy frosts of the area or cattle grazing.
- 2.6 The area which the lake now covers was once a major route from coast to coast: to Hawea and Wanaka via the Lindis pass, and to the West Coast via Ōkuru or Haast Pass. There was also a trail via the Lindis through into the Central Otago summer resorts, mahinga kai and pounamu resources. Trails linked to seasonal resource gathering lead into the Ōhau, Pūkaki and Takapo, Alexandrina and Whakarukumoana catchments.
- 2.7 The area covered by the lake was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land and waterways.
- 2.8 Wai-para-hoanga, meaning literally 'water of grinding stone dirt', is a descriptive name for the water that once flowed unhindered in the Waitaki, sourced from Pūkaki, Takapo and Ōhau, and ultimately from Aoraki itself.

2.9 Notwithstanding more recent man-made changes to the landscape and waterways, the mauri of Mahi Tīkumu represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### 3 Role of Te Rūnanga

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:

(a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

(a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);

(b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and

(c) any programme to eradicate noxious flora or fauna from the Area.

- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaws; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out

in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
the Commissioner of Crown Lands in the )  
presence of: )

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presence of: )

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Rūnanga Representative

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Secretary



**ATTACHMENT 12.113**  
**DEED OF RECOGNITION FOR KĀ MOANA HAEHAE (LAKE**  
**ROXBURGH), OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Kā Moana Haehae**

The area which is the subject of this Deed is the bed of the Lake known as Kā Moana Haehae (Lake Roxburgh) (the “Area”) the location of which is shown on Allocation Plan MD 491 (SO Plan 24730). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Kā Moana Haehae**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Kā Moana Haehae as set out below.



- 2.2 The name 'Kā Moana Haehae' refers to the joining of two waterways. In this case it refers to the confluence of the Mata-au and Manuherikia Rivers over which the lake lies.
- 2.3 The whole of the Mata-au (Clutha River), on which Kā Moana Haehae lies, was part of a mahinga kai trail that led inland and was used by Ōtākou hapū including Ngāti Kuri, Ngāti Ruahikihiki, Ngāti Huirapa and Ngāi Tū Ahuriri. The river was used as a highway into the interior, and provided many resources to sustain travellers on that journey. The river was a significant indigenous fishery, providing tuna (eels), kanakana (lamprey) and kokopu in the area over which Kā Moana Haehae now lies. Manu (birds), including moa, would have been taken from areas adjoining the river, over which the lake now lies.
- 2.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 The waterway was also very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded north and south. Thus there were numerous tauranga waka (landing places) along it. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The waterway was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the waterway.
- 2.6 The mauri of Kā Moana Haehae represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown



in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### **4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and

- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]



**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
the Commissioner of Crown Lands in the )  
presence of: ) \_\_\_\_\_  
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presence of: )

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Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.114**  
**DEED OF RECOGNITION FOR TE WAIRERE (LAKE DUNSTAN),**  
**OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Te Wairere**

The area which is the subject of this Deed is the bed of the Lake known as Te Wairere (Lake Dunstan) (the “Area”) the location of which is shown on Allocation Plan MD 490 (SO Plan 24729). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Te Wairere**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Te Wairere as set out below.
- 2.2 The name ‘Te Wairere’ refers to the speed with which the river once ran at this point.

- 2.3 The whole of the Mata-au (Clutha River), on which Te Wairere lies, was part of a mahinga kai trail that led inland and was used by Ōtākou hapū including Ngāti Kuri, Ngāti Ruahikihiki, Ngāti Huirapa and Ngāi Tu Ahuriri. The river was used as a highway into the interior, and provided many resources to sustain travellers on that journey. The river was a significant indigenous fishery, providing tuna (eels), kanakana (lamprey) and kokopu in the area over which Te Wairere now lies. Manu (birds), including moa, would have been taken from areas adjoining the river, over which the lake now lies.
- 2.4 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 The waterway was also very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded north and south. Because of its location at the confluence of Mata-au and Kawarau Rivers, Te Wairere was an important staging post on journeys inland and down-river. A tauranga waka (landing place) and nohoanga sited at the junction of the two rivers acted as such a staging post. As a result of this history of use and occupation there are a number of wāhi taonga (including rock shelters and archaeological sites) in the area, some of which are now under the waters of the lake. Wāhi tapu are important as places holding the memories and traditions of Ngāi Tahu tūpuna.
- 2.6 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The waterway was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the waterway.
- 2.7 The mauri of Te Wairere represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to

the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.



#### **4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### **5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### **6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

#### **7 Interpretation**



- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
the Commissioner of Crown Lands in the )  
presence of: )

\_\_\_\_\_  
[ ]

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*Witness*

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*Signature*

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

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Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.115**  
**DEED OF RECOGNITION FOR MOANA RUA (LAKE PEARSON),**  
**CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whanui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Moana Rua**

The area which is the subject of this Deed is the bed of the Wetland known as Moana Rua (Lake Pearson) (the “Area”) the location of which is shown in Allocation Plan MD 51 (SO Plan 19840). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Moana Rua**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Moana Rua as set out below.
- 2.2 The wetland area known to Pākeha as Lake Pearson is known to Ngāi Tahu as Moana Rua. The area falls along the route across the main divide which is now known as Arthurs Pass. The area was an integral part of a network of trails which

were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the area.

- 2.3 This area was primarily used as a mahinga kai by the Kaiapoi Ngai Tahu, with weka, kakapō and tuna (eels) being the main foods taken. The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 Several urupā are recorded in this immediate area. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.5 The mauri of Moana Rua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities currently being undertaken by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown, at its discretion, undertakes these activities:

## DEED OF RECOGNITION FOR MOANA RUA (LAKE PEARSON), CANTERBURY

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of [ ] )

**HER MAJESTY THE QUEEN** in [ ] )

right of New Zealand by [ ], )

the Commissioner of Crown Lands in the presence of: [ ] )

\_\_\_\_\_ )  
[ ]

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*Witness*

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*Signature*

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*Occupation*

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*Address*

RP [Signature]

DEED OF RECOGNITION FOR MOANA RUA (LAKE PEARSON), CANTERBURY

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary



**ATTACHMENT 12.116A**  
**DEED OF RECOGNITION FOR Ō TŪ WHAREKAI**  
**(ASHBURTON LAKES), CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Ō Tū Wharekai**

The area which is the subject of this Deed is the bed of the Wetland known as Ō Tū Wharekai (Ashburton Lakes) (the “Area”) the location of which is shown on Allocation Plan MD 53 (SO Plan 19841). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ō Tū Wharekai**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Ō Tū Wharekai as set out below.
- 2.2 The creation of the Ō Tū Wharekai wetlands is associated with Tū Te Rakiwhānoa and his shaping of Te Wai Pounamu (the South Island) to make it

habitable for humans. The Ō Tū Wharekai complex was created as Tū Te Rakiwhānoa arranged the debris in the Waka a Aoraki while forming the harbours and plains and heaping up mountains of the interior.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 The name 'Ō Tū Wharekai' actually relates to the part of the complex known as the Māori Lakes. The other lakes and wetlands which make up the complex also have their own names.
- 2.5 Important nohoanga (settlements) associated with seasonal mahinga kai gathering and travel to and through this area included: Tūtaewera, Hatere, Uhi, Matakou, Kirihonuhonu, Ōtautari, Punataka, Te Kiakia, Tamatakou.
- 2.6 The complex was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetlands. Mahinga kai resources taken from the area included: tuna (eels), weka, kaka, kereru, tui, pukeko and other waterfowl, aruhe, kiore, kauru, matai and pokaka.
- 2.7 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the wetlands, the relationship of people with the area and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.8 The mauri of Ō Tū Wharekai represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown

in relation to those parts of the bed of the wetland within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown, at its discretion, undertakes these activities:

- (b) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and



(b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 **Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 **Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 **Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

DEED OF RECOGNITION FOR Ō TŪ WHAREKAI (ASHBURTON LAKES), CANTERBURY

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ],)

the Commissioner of Crown Lands in the )

presence of: )

\_\_\_\_\_  
[ ]

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*Witness*

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*Signature*

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*Occupation*

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*Address*

**THE SEAL** of )

**TE RŪNANGA O NGĀI TAHU** )

was affixed to this document in the )

presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.116B**  
**DEED OF RECOGNITION FOR Ō TŪ WHAREKAI**  
**(ASHBURTON LAKES), CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Ō Tū Wharekai**

The area which is the subject of this Deed is the bed of the Wetland known as Ō Tū Wharekai (Ashburton Lakes) (the “Area”) the location of which is shown on Allocation Plan MD 53 (SO Plan 19841). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ō Tū Wharekai**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Ō Tū Wharekai as set out below.
- 2.2 The creation of the Ō Tū Wharekai wetlands is associated with Tū Te Rakiwhānoa and his shaping of Te Wai Pounamu (the South Island) to make it habitable for



## DEED OF RECOGNITION FOR Ō TŪ WHAREKAI (ASHBURTON LAKES), CANTERBURY

humans. The Ō Tū Wharekai complex was created as Tū Te Rakiwhānoa arranged the debris in the Waka a Aoraki while forming the harbours and plains and heaping up mountains of the interior.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 The name 'Ō Tū Wharekai' actually relates to the part of the complex known as the Māori Lakes. The other lakes and wetlands which make up the complex also have their own names.
- 2.5 Important nohoanga (settlements) associated with seasonal mahinga kai gathering and travel to and through this area included: Tūtaewera, Hatere, Uhi, Matakou, Kirihonuhonu, Ōtautari, Punataka, Te Kiakia, Tamatakou.
- 2.6 The complex was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetlands. Mahinga kai resources taken from the area included: tuna (eels), weka, kaka, kereru, tui, pukeko and other waterfowl, aruhe, kiore, kauru, matai and pokaka.
- 2.7 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the wetlands, the relationship of people with the area and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.8 The mauri of Ō Tū Wharekai represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown

in relation to those parts of the bed of the wetland within the Area that are administered by the Department of Conservation:

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### **4 Other Provisions**

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
  - (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or

bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

DEED OF RECOGNITION FOR Ō TŪ WHAREKAI (ASHBURTON LAKES), CANTERBURY

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

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Rūnanga Representative

\_\_\_\_\_

Secretary



**ATTACHMENT 12.117**  
**DEED OF RECOGNITION FOR ŌRAKIPAOA WETLAND,**  
**CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Ōrakipaoa Wetland**

The area which is the subject of this Deed is the bed of the Wetland known as Ōrakipaoa (the “Area”) the location of which is shown on Allocation Plan MD 54 (SO Plan 19842). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ōrakipaoa**

2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Ōrakipaoa as set out below.

2.2 The creation of the Ōrakipaoa wetlands is associated with Tū Te Rakiwhānoa and his shaping of the island to make it habitable for humans. Ōrakipaoa was created as Tū Te Rakiwhānoa arranged the debris in the Waka a Aoraki while forming the harbours and plains and heaping up mountains of the interior.





## DEED OF RECOGNITION FOR ŌRAKIPAOA WETLAND, CANTERBURY

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 One of the first explorers recorded in the area was Rakaihouia, son of Rakaihautu, who was given the task of exploring the east coast of the South Island for suitable harbours, settlement sites and food resources. Rakaihouia met up with Rakaihautu at Waihao, just to the south of Ōrakipaoa, as Rakaihautu returned overland from Murihiku. From the time of Rakaihouia, the area was occupied in succession by Waitaha, Ngāti Mamoe and Ngāi Tahu, who established a number of settlements and pā at Ōrakipaoa.
- 2.5 The old pa site of Te Wai-a-rua-ti was occupied as a strong defensive position during the time of Te Rauparaha and earlier periods. The kainga of Te Rehe was on an island (Harakeke Tautoro) which was once surrounded by extensive swamplands, through which ran numerous creeks and waterways. Other pā and settlements within the Ōrakipaoa wetland complex include Ōrāhui and Hawea.
- 2.6 As well as being an area of permanent occupation, ōrakipaoa formed part of numerous trails. Trails followed river valleys into the interior, as the populous settlements in the area required regular excursions to gather mahinga kai and other resources from further afield. Ōrakipaoa was also a tauranga waka and one of the stopping-off places for those travelling between Taumutu and Ōtākou.
- 2.7 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the trails. The wetlands were an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetlands.
- 2.8 Mahinga kai resources were gathered from Ōrakipaoa over many generations. A wide range of mahinga kai were found within the complex, including coastal and estuarine as well as freshwater resources. The area was renowned for its eeling and bird hunting. Other fisheries for which the area was known included inaka (whitebait) and wet fish, minnows, the now-extinct grayling, giant kokopu, flounders, mullet, and small fish known as panako, pipiki and paraki. The complex was also a source of tī kouka (cabbage tree).

- 2.9 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the wetlands, the relationship of people with the area and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.10 The mauri of Ōrakipaoa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Department of Conservation:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or
    - (v) any survey to identify the number and type of concessions which may be appropriate; and
  - (c) the location, construction and relocation of any structures.
- 3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

#### 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

#### 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management

DEED OF RECOGNITION FOR ŌRAKIPAOA WETLAND, CANTERBURY

or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

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*Witness*

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*Signature*

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*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary

**ATTACHMENT 12.118**  
**DEED OF RECOGNITION FOR**  
**PUNATARAKAO WETLAND, CANTERBURY**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Punatarakao Wetland**

The area which is the subject of this Deed is the bed of the Wetland known as Punatarakao (the “Area”) the location of which is shown on Allocation Plan MD 137 (SO Plan 19858). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Punatarakao**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Punatarakao as set out below.



- 2.2 The Punatarakao wetland near the mouth of the Waihao river was a noted mahinga kai and traditional Ngāi Tahu occupation site. One of the principal traditions relating to the area tells that it is guarded by the taniwha, Tū Te Rakiwhānoa, who was said to appear as a sign of death.
- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Punatarakao was the site of a Ngāi Tahu village, and was also famous for its Whare Wananga, where tohunga went to learn. As a result of this history of occupation, there are a number of urupā and wāhi tapu in the area. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.
- 2.5 It was the mahinga kai of the Punatarakao wetland area which made it attractive as an occupation site. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the area, the relationship of people with the area and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 The mauri of Punatarakao represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

## DEED OF RECOGNITION FOR PUNATARAKAO WETLAND, CANTERBURY

- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.
- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;



## DEED OF RECOGNITION FOR PUNATARAKAO WETLAND, CANTERBURY

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]





DEED OF RECOGNITION FOR PUNATARAKAO WETLAND, CANTERBURY

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
the Commissioner of Crown Lands

in the )  
presence of: )

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[ ]

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*Witness*

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*Signature*

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*Occupation*

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*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

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Rūnanga Representative

\_\_\_\_\_

Secretary

**ATTACHMENT 12.119**  
**DEED OF RECOGNITION FOR ŌKARI LAGOON,**  
**WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Ōkari Lagoon**

The area which is the subject of this Deed is the bed of the Wetland known as Ōkari Lagoon (the “Area”) the location of which is shown on Allocation Plan MD 49 (SO Plan 15494). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ōkari Lagoon**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Ōkari Lagoon as set out below.
- 2.2 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe, Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal



identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

- 2.3 This hapua (estuary) once supported a number of significant kainga nohoanga (settlements) including Tauraka, Ōmau, Ōweka, Ōrowaiti, Te Kuha, Ōrikaka, Waimakaroa and Whareatea. As a result of this pattern of occupation, there are a number of recorded and unrecorded archaeological sites associated with the Ōkari, including middens. Such sites are a focus for memories of Ngāi Tahu tūpuna, and as such are wāhi taonga to the descendants of those tūpuna.
- 2.4 Ōkari was and still is a significant spawning ground and kohanga (nursery) for a variety of fish species and a significant breeding area for manu (birds). The Lagoon remains a source of rich and abundant harvests.
- 2.5 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 As a mark of the significance of the area as a mahinga kai and because of the kainga nohoanga, a reserve was set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale.
- 2.7 The mauri of Ōkari represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lagoon.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Commissioner of Crown Lands:
  - (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

## DEED OF RECOGNITION FOR ŌKARI LAGOON, WEST COAST

- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
  - (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
  - (c) any programme to eradicate noxious flora or fauna from the Area.
- 3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:
- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
  - (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

## DEED OF RECOGNITION FOR ŌKARI LAGOON, WEST COAST

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ], )

the Commissioner of Crown Lands in the )

presence of: )

\_\_\_\_\_ )  
[ ]

DEED OF RECOGNITION FOR ŌKARI LAGOON, WEST COAST

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.120**  
**DEED OF RECOGNITION FOR ŌKĀRITO LAGOON, WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Ōkārīto Lagoon**

The area which is the subject of this Deed is the bed of the Wetland known as Ōkārīto Lagoon (the “Area”) the location of which is shown on Allocation Plan MD 47 (SO Plan 12510). The Area is administered by the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Ōkārīto Lagoon**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Ōkārīto Lagoon as set out below.
- 2.2 The Ōkārīto Lagoon area was traditionally occupied by the Ngāti Wairaki and Rapuwai hapū before Ngāi Tahu gained manawhenua (tribal authority over the area). The area was important as the site of the Ngāti Wairaki Whare Wananga. It

## DEED OF RECOGNITION FOR ŌKĀRITO LAGOON, WEST COAST

was to this wananga that the Ngāi Tahu rangatira (chiefs) went so as to learn the whakapapa to the South Island. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Ngāi Tahu as an iwi.

- 2.3 Ōkārīto is well known as the place occupied by the kōtuku (white heron) and there are many Ngāi Tahu waiata (songs) that tell the tale of the kōtuku.
- 2.4 The lagoon was also a rich mahinga kai. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.5 The mauri of Ōkārīto represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Commissioner of Crown Lands:
- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:
- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);



- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## DEED OF RECOGNITION FOR ŌKĀRITO LAGOON, WEST COAST

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ], )

the Commissioner of Crown Lands in the )

presence of: )

\_\_\_\_\_ )  
[ ]

\_\_\_\_\_  
*Witness*

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*Signature*

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*Occupation*

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*Address*

DEED OF RECOGNITION FOR ŌKĀRITO LAGOON, WEST COAST

THE SEAL of )  
TE RŪNANGA O NGĀI TAHU )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary



**ATTACHMENT 12.121**  
**DEED OF RECOGNITION FOR POUERUA (SALTWATER LAGOON),**  
**WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Pouerua**

The area which is the subject of this Deed is the bed of the Wetland known as Pouerua (Saltwater Lagoon) (the “Area”) the location of which is shown on Allocation Plan MD 48 (SO Plan 12511). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Pouerua**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.7 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Pouerua as set out below.
- 2.2 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe, Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal



identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

- 2.3 Pouerua once supported a number of significant kainga nohoanga (settlements) including one on the lagoon itself, and others at the mouths of the Waitangi Taona, Waitangi Roto, Whataroa and Poherua Rivers. As a result of this pattern of occupation, there are urupā and archaeological sites associated with Pouerua. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.4 Pouerua was and still is a significant spawning ground and kōhanga (nursery) for a variety of fish species and a significant breeding area for manu (birds). The Lagoon remains a source of rich and abundant harvests.
- 2.5 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 As a mark of the significance of the area as a mahinga kai and because of the kainga nohoanga, reserves were set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale. It was at Pouerua in 1860 that the Crown agent James Mackay sealed the purchase of Te Tai Poutini (the West Coast) from the chiefs of Poutini Ngāi Tahu, although the Arahura Deed giving effect to this purchase was actually signed at Mawhera.
- 2.7 The mauri of Pouerua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lagoon.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Department of Conservation:

## DEED OF RECOGNITION FOR POUERUA (SALTWATER LAGOON), WEST COAST

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

## DEED OF RECOGNITION FOR POUERUA (SALTWATER LAGOON), WEST COAST

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.



DEED OF RECOGNITION FOR POUERUA (SALTWATER LAGOON), WEST COAST

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

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*Signature*

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*Occupation*

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*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary





**ATTACHMENT 12.122**  
**DEED OF RECOGNITION FOR KARANGARUA LAGOON,**  
**WEST COAST**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Karangarua Lagoon**

The area which is the subject of this Deed is the bed of the Wetland known as Karangarua Lagoon (the “Area”) the location of which is shown on Allocation Plan MD 50 (SO Plan 12512). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Karangarua Lagoon**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Karangarua Lagoon as set out below.
- 2.2 Manawhenua (tribal authority over the area) was gained for Ngāi Tahu by the rangatira (chief) Tuhuru, who defeated Ngāti Wairaki, Ngāti Mamoe,



## DEED OF RECOGNITION FOR KARANGARUA LAGOON, WEST COAST

Tumatakokiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

- 2.3 Seasonal kainga nohoanga (settlements) were established at the mouth of the Karangarua Lagoon for the taking of kai-awa (river-sourced foods) and manu (birds).
- 2.4 Karangarua Lagoon was and still is a significant spawning ground and kōhanga (nursery) for a variety of fish species and a significant breeding area for manu. The Lagoon remains a source of rich and abundant harvests. Pokorotutu and Ōtehautumua were and are notable mahinga kai areas at the north and south ends respectively of the Karangarua. The area is noted particularly for its tuna (eel) and inaka (whitebait) fisheries, as a source of raranga (weaving) materials and other useful plants including raupo, wiwi and harakeke. The traditional practice of collecting seagull eggs from the lagoon during spring is still carried out by local Ngāi Tahu.
- 2.5 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 As a mark of the significance of the lagoon as a mahinga kai, reserves were set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale, and subsequently under the South Island Landless Natives Act 1906.
- 2.7 The mauri of Karangarua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lagoon.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Department of Conservation:



## DEED OF RECOGNITION FOR KARANGARUA LAGOON, WEST COAST

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;



## DEED OF RECOGNITION FOR KARANGARUA LAGOON, WEST COAST

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**7 Interpretation**

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.



DEED OF RECOGNITION FOR KARANGARUA LAGOON, WEST COAST

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

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*Witness*

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**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

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Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.123A**  
**DEED OF RECOGNITION FOR TE TAURAKA POTI**  
**(MERTON TIDAL ARM), OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Te Tauraka Poti**

The area which is the subject of this Deed is the bed of the Wetland known as Te Tauraka Poti (Merton Tidal Arm) (the “Area”) the location of which is shown on Allocation Plan MD 56 (SO Plan 24722). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Te Tauraka Poti**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Te Tauraka Poti as set out below.
- 2.2 Te Tauraka Poti, fed by the streams known as Kirikiri Whakahoro and Kokonui, was a major mahinga kai for kainga and pā located on the coast north of the Otago

## DEED OF RECOGNITION FOR TE TAURAKA POTI (MERTON TIDAL ARM), OTAGO

Peninsula. The wetlands were a rich source of kai, including tuna (eels), mohao (flounder), giant kokopu and water fowl. The wetlands were particularly valued as a spawning ground for inaka (whitebait).

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Te Tauraka Poti, the relationship of people with the wetland and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 As a result of this history of use, there are a number of wāhi taonga within the wetland area, including middens and other evidence of occupation. These are important as places holding the memories of Ngāi Tahu tūpuna.
- 2.5 Te Tauraka Poti formed an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetland.
- 2.6 Much of Te Tauraka Poti's continuing significance to Ngāi Tahu lies in the fact that it is the only remaining wetland area of any significance in the vicinity. The mauri of Te Tauraka Poti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetland.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Commissioner of Crown Lands:
  - (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.
- 3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to

the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;



## DEED OF RECOGNITION FOR TE TAURAKA POTI (MERTON TIDAL ARM), OTAGO

- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area;
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of ( )

**HER MAJESTY THE QUEEN** in ( )

right of New Zealand by [ ],)

the Commissioner of Crown Lands in the ( )

presence of: ( )

\_\_\_\_\_ )  
[ ]

DEED OF RECOGNITION FOR TE TAURAKA POTI (MERTON TIDAL ARM), OTAGO

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

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*Occupation*

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*Address*

**THE SEAL of** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.123B**  
**DEED OF RECOGNITION FOR TE TAURAKA POTI**  
**(MERTON TIDAL ARM), OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Te Tauraka Poti**

The area which is the subject of this Deed is the bed of the Wetland known as Te Tauraka Poti (Merton Tidal Arm) (the “Area”) the location of which is shown on Allocation Plan MD 56 (SO Plan 24722). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Te Tauraka Poti**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Te Tauraka Poti as set out below.
- 2.2 Te Tauraka Poti, fed by the streams known as Kirikiri Whakahoro and Kokonui, was a major mahinga kai for kainga and pā located on the coast north of the Otago



Peninsula. The wetlands were a rich source of kai, including tuna (eels), mohao (flounder), giant kokopu and water fowl. The wetlands were particularly valued as a spawning ground for inaka (whitebait).

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Te Tauraka Poti, the relationship of people with the wetland and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 As a result of this history of use, there are a number of wāhi taonga within the wetland area, including middens and other evidence of occupation. These are important as places holding the memories of Ngāi Tahu tūpuna.
- 2.5 Te Tauraka Poti formed an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetland.
- 2.6 Much of Te Tauraka Poti's continuing significance to Ngāi Tahu lies in the fact that it is the only remaining wetland area of any significance in the vicinity. The mauri of Te Tauraka Poti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetland.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Department of Conservation:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:

## DEED OF RECOGNITION FOR TE TAURAKA POTI (MERTON TIDAL ARM), OTAGO

- (i) any programme to identify and protect indigenous plants;
- (ii) any survey to assess current and future visitor activities;
- (iii) any programme to identify and protect wildlife;
- (iv) any programme to eradicate pests or other introduced species; or
- (v) any survey to identify the number and type of concessions which may be appropriate; and

(c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area;



- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ], )

Minister of Conservation in the )

presence of: )

\_\_\_\_\_ )  
[ ]

DEED OF RECOGNITION FOR TE TAURAKA POTI (MERTON TIDAL ARM), OTAGO

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*Witness*

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*Signature*

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*Occupation*

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*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.124A**  
**DEED OF RECOGNITION FOR WAIHOLA/WAIPORI WETLAND,**  
**OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Waihola/Waipori**

The area which is the subject of this Deed is the bed of the Wetland known as Waihola/Waipori (the “Area”) the location of which is shown on Allocation Plan MD 55 (SO Plan 24721). The Area is administered by both the Commissioner of Crown Lands and the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Waihola/Waipori**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Waihola/Waipori as set out below.
- 2.2 The Waihola/Waipori wetlands were once one of the most significant food baskets in the Otago region, and featured in the seasonal activity of the coastal settlements



as far away as the Otago Peninsula and harbour area, Pūrākaunui and Puketeraki. The wetlands were once much larger in water area and deeper than at present, connected by a labyrinth of waterways and having a gravel bed which has now been overlaid by silt and mud.

- 2.3 The names 'Waihola/Waipori' are likely of Waitaha derivation, with 'hola' being the Waitaha form of 'hora' meaning flat, spread out or widespread. 'Waipori' may in fact be a misrecording of 'Waipouri', which is used in many older manuscripts, being a reference to the dark, tanin-stained water the wetland receives from Waipori River, a heavily wooded catchment.
- 2.4 The Waihola/Waipori area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. The wetland supported a number of pā within its environs and nearby. For example, Whakaraupuka, the pā of the Ngāti Mamoe chief Tukiauau was located in the area now known as Sinclair Wetlands, although Tukiauau eventually relocated further to the south as the southward movement of his Ngāi Tahu foes became uncomfortably close.
- 2.5 There were also many nohoanga (temporary campsites) located within the complex, used by food gathering parties which would travel to the lakes and camp on the fringes for two to three days to gather kai; to eel, hunt water fowl and gather flax. There were also permanent or semi-permanent settlements located in a number of locations around the lakes, some on islands in the wetlands system.
- 2.6 A number of other settlements further afield were also dependant on the mahinga kai resources of Waihola/Waipori for sustenance, including Tū Paritaniwha Pā near Momona, Ōmoua Pā above Henley, Maitapapa (Henley area), the Kaik south of Henley and Takaaihitau near the old Taieri Ferry bridge, in addition to other settlements adjacent to the Taieri River up and downstream of the wetlands. Ōtākou and Puketeraki hapū would also make seasonal visits to gather resources and strengthen and maintain the kupenga (net) of whakapapa on which their rights to use those resources were based.
- 2.7 There is an account which tells of a sudden flood which required people trapped on the bank at a place called Whakaraupō, on the network of waterways that link Waihola with Waipori, to hastily construct a mokihi out of raupō to reach safety. A meeting place was opened here in 1901 by the locals, the house was named Te Waipounamu.
- 2.8 For Ngāi Tahu, histories such as these tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

- 2.9 Waihola/Waipori was a key mahinga kai resource for Ngāi Tahu based along the Otago coastal region, where an abundance of tuna (eel), inaka (whitebait), patiki (flounder) and other indigenous fish were available. Waterfowl and fibre resources such as harakeke and raupō were also easily accessible from the wetlands. Spearing, setting hinaki and nets, and bobbing for eel were regular activities on the wetlands in the season. The gathering of young ducks in the moult, and the catching of herons, pukeko and other birds supplemented the broad range of kai available from the wetlands.
- 2.10 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Waihola/Waipori, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.11 The attractiveness of Waihola/Waipori as a mahinga kai was enhanced by their accessibility. With the direct link to the Taieri River, access via the Taieri to villages on the banks of the Taieri River, upstream and down, and access by waka to the coast and northward to ōtākou, kai and other resources gathered from the wetlands could be transported back to these home bases with relative ease.
- 2.12 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the wetlands. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetlands.
- 2.13 Because of the long history of use of Waihola/Waipori as a mahinga kai, supporting permanent and temporary settlements, there are numerous urupā, wāhi tapu and wāhi taonga associated with the wetlands. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.
- 2.14 The mauri of Waihola/Waipori represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetlands. The wetlands represent, in their resources and characteristics, a strong element of identity for those who had manawhenua (tribal authority over the area) whose tūpuna were nurtured on the food and resources of the wetlands for generations.

### 3 Role of Te Rūnanga

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights of use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

DEED OF RECOGNITION FOR LAKE WAIHOLA/WAIPORI, OTAGO

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )

**HER MAJESTY THE QUEEN** in )

right of New Zealand by [ ],)

the Commissioner of Crown Lands in the )

presence of: )

\_\_\_\_\_  
[ ]

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was affixed to this document in the )

presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



**ATTACHMENT 12.124B**  
**DEED OF RECOGNITION FOR WAIHOLA/WAIPORI WETLAND,**  
**OTAGO**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Waihola/Waipori**

The area which is the subject of this Deed is the bed of the Wetland known as Waihola/Waipori (the “Area”) the location of which is shown on Allocation Plan MD 55 (SO Plan 24721). The Area is administered by both the Department of Conservation and the Commissioner of Crown Lands.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Waihola/Waipori**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Waihola/Waipori as set out below.
- 2.2 The Waihola/Waipori wetlands were once one of the most significant food baskets in the Otago region, and featured in the seasonal activity of the coastal settlements

as far away as the Otago Peninsula and harbour area, Pūrākaunui and Puketeraki. The wetlands were once much larger in water area and deeper than at present, connected by a labyrinth of waterways and having a gravel bed which has now been overlaid by silt and mud.

- 2.3 The names 'Waihola/Waipori' are likely of Waitaha derivation, with 'hola' being the Waitaha form of 'hora' meaning flat, spread out or widespread. 'Waipori' may in fact be a misrecording of 'Waipouri', which is used in many older manuscripts, being a reference to the dark, tanin-stained water the wetland receives from Waipori River, a heavily wooded catchment.
- 2.4 The Waihola/Waipori area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. The wetland supported a number of pā within its environs and nearby. For example, Whakaraupuka, the pā of the Ngāti Mamoe chief Tukiauau was located in the area now known as Sinclair Wetlands, although Tukiauau eventually relocated further to the south as the southward movement of his Ngāi Tahu foes became uncomfortably close.
- 2.5 There were also many nohoanga (temporary campsites) located within the complex, used by food gathering parties which would travel to the lakes and camp on the fringes for two to three days to gather kai; to eel, hunt water fowl and gather flax. There were also permanent or semi-permanent settlements located in a number of locations around the lakes, some on islands in the wetlands system.
- 2.6 A number of other settlements further afield were also dependant on the mahinga kai resources of Waihola/Waipori for sustenance, including Tū Paritaniwha Pā near Momona, Ōmoua Pā above Henley, Maitapapa (Henley area), the Kaik south of Henley and Takaaihitau near the old Taieri Ferry bridge, in addition to other settlements adjacent to the Taieri River up and downstream of the wetlands. Ōtākou and Puketeraki hapū would also make seasonal visits to gather resources and strengthen and maintain the kupenga (net) of whakapapa on which their rights to use those resources were based.
- 2.7 There is an account which tells of a sudden flood which required people trapped on the bank at a place called Whakaraupō, on the network of waterways that link Waihola with Waipori, to hastily construct a mokihi out of raupō to reach safety. A meeting place was opened here in 1901 by the locals, the house was named Te Waipounamu.
- 2.8 For Ngāi Tahu, histories such as these tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

- 2.9 Waihola/Waipori was a key mahinga kai resource for Ngāi Tahu based along the Otago coastal region, where an abundance of tuna (eel), inaka (whitebait), patiki (flounder) and other indigenous fish were available. Waterfowl and fibre resources such as harakeke and raupo were also easily accessible from the wetlands. Spearing, setting hinaki and nets, and bobbing for eel were regular activities on the wetlands in the season. The gathering of young ducks in the moult, and the catching of herons, pukeko and other birds supplemented the broad range of kai available from the wetlands.
- 2.10 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Waihola/Waipori, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.11 The attractiveness of Waihola/Waipori as a mahinga kai was enhanced by their accessibility. With the direct link to the Taieri River, access via the Taieri to villages on the banks of the Taieri River, upstream and down, and access by waka to the coast and northward to ōtākou, kai and other resources gathered from the wetlands could be transported back to these home bases with relative ease.
- 2.12 The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the wetlands. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetlands.
- 2.13 Because of the long history of use of Waihola/Waipori as a mahinga kai, supporting permanent and temporary settlements, there are numerous urupā, wāhi tapu and wāhi taonga associated with the wetlands. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.
- 2.14 The mauri of Waihola/Waipori represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetlands. The wetlands represent, in their resources and characteristics, a strong element of identity for those who had manawhenua (tribal authority over the area) whose tūpuna were nurtured on the food and resources of the wetlands for generations.



### 3 Role of Te Rūnanga

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Department of Conservation:

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

DEED OF RECOGNITION FOR LAKE WAIHOLA/WAIPORI, OTAGO

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

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[ ]

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presence of: )

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Rūnanga Representative

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Secretary



**ATTACHMENT 12.125**  
**DEED OF RECOGNITION FOR**  
**TOI TOI WETLAND, RAKIURA, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Toi Toi Wetland**

The area which is the subject of this Deed is the bed of the Wetland known as Toi Toi (the “Area”), the location of which is shown on Allocation Plan MD 135 (SO Plan 12266). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Toi Toi**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Toi Toi as set out below.



### **3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Toi Toi wetland is particularly significant to Ngāi Tahu as a kakapō habitat. The kakapō, once a prized mahinga kai for Ngāi Tahu, used the wetland as a feeding ground.
- 3.2 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Toi Toi, the relationship of people with the wetland and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.3 Much of Toi Toi's value lies in its pristine and unmodified character. The mauri of Toi Toi represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetland.

### **4 Role of Te Rūnanga**

- 4.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Department of Conservation:
- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:
  - (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
    - (i) any programme to identify and protect indigenous plants;
    - (ii) any survey to assess current and future visitor activities;
    - (iii) any programme to identify and protect wildlife;
    - (iv) any programme to eradicate pests or other introduced species; or

## DEED OF RECOGNITION FOR TOI TOI WETLAND, RAKIURA, SOUTHLAND

(v) any survey to identify the number and type of concessions which may be appropriate; and

(c) the location, construction and relocation of any structures.

4.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

4.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

## 5 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

5.1 except as expressly provided in this Deed of Recognition:

(a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and

(b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

5.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

5.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

5.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 6 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out

in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 7 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 8 Interpretation

8.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

8.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 Minister of Conservation in the )  
 presence of: )

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DEED OF RECOGNITION FOR TOI TOI WETLAND, RAKIURA, SOUTHLAND

**THE SEAL** of )  
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presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary





**ATTACHMENT 12.126**  
**DEED OF RECOGNITION FOR WAITUNA WETLAND, SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Waituna Wetland**

The area which is the subject of this Deed is the bed of the Wetland known as Waituna (the “Area”), the location of which is shown on Allocation Plan MD 58 (SO Plan 12260). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Waituna**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Waituna as set out below.
- 2.2 Intermittently open to the sea, Waituna wetland (with the western end, where the lagoon breaks out to sea known as Ka-puna-wai) was a major food basket utilised by nohoanga and permanent settlements located in the immediate vicinity of the wetlands, and further away, for its wide variety of reliable mahinga kai. The great diversity of wildlife associated with the complex includes several breeds of ducks,

white heron, gulls, spoonbill, kōtuku, oystercatcher, dotterels, terns and fernbird. The wetlands are important kohanga (spawning) grounds for a number of indigenous fish species. Kaimoana available includes giant and banded kokopu, varieties of flatfish, tuna (eels), kanakana (lamprey), inaka (whitebait), waikakahi (freshwater mussel) and waikoura (freshwater crayfish). Harakeke, raupō, manuka, totara and totara bark, and pingao would also have been regularly harvested cultural materials. Paru or black mud was available, particularly sought after as a product for making dyes.

- 2.3 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Waituna, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.4 As a result of this history of use and occupation of the area, there are wāhi tapu and wāhi taonga all along its shores. It is also possible that particular sections of the wetland were used for waiwhakaheke tupapaku (water burial).
- 2.5 Urupā and wāhi tapu are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.6 The mauri of Waituna represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### **3 Role of Te Rūnanga**

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Department of Conservation:
  - (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area:

## DEED OF RECOGNITION FOR WAITUNA WETLAND, SOUTHLAND

- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;



## DEED OF RECOGNITION FOR WAITUNA WETLAND, SOUTHLAND

- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
 right of New Zealand by [ ], )  
 Minister of Conservation in the )  
 presence of: )

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DEED OF RECOGNITION FOR WAITUNA WETLAND, SOUTHLAND

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*Signature*

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presence of: )

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Rūnanga Representative

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Secretary



**ATTACHMENT 12.127**  
**DEED OF RECOGNITION FOR UREWERA (LAKE GEORGE),**  
**SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Urewera**

The area which is the subject of this Deed is the bed of the Wetland known as Urewera (Lake George) (the “Area”) the location of which is shown on Allocation Plan MD 59 (SO Plan 12261). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Urewera**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Urewera as set out below.
- 2.2 Lake George is known to Ngāi Tahu as Uruwera, named after a descendant of the Waitaha rangatira (chief), Rakaihautu. Uruwera’s descent lines lead to Te Ropuake, the wife of Mako, a leading chief of Ngāti Irakehu of Banks Peninsula.

## DEED OF RECOGNITION FOR UREWERA (LAKE GEORGE), SOUTHLAND

Te Ropuake's mother was Hine Te Awheka, wife of Te Rakiwhakaputa, another leading Ngāi Tahu chief who eventually occupied Rapaki on Banks Peninsula. Both Mako and Te Rakiwhakaputa migrated to Canterbury with the Ngāi Tahu hapu, Ngāi Tuhaitara. Examples such as this demonstrate the interconnected nature of Ngāi Tahu whakapapa.

- 2.3 For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 Foods taken from this mahinga kai included tuna (eels), inaka (whitebait) and water fowl. Uruwera has been in continual use by Ngāi Tahu as a mahinga kai for many generations. The lake is a particularly important resource for Ngāi Tahu from Ōraka, Awarua and Ruapuke.
- 2.5 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Uruwera, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 As a result of this history of use, there a number of urupā associated with Uruwera. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.7 The mauri of Uruwera represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the bed of the wetland within the Area that are administered by the Department of Conservation:

## DEED OF RECOGNITION FOR UREWERA (LAKE GEORGE), SOUTHLAND

- (a) the preparation, consistent with Part IIIA of the Conservation Act and section 47 of the National Parks Act, of all Conservation Management Strategies and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Te Rūnanga to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;





## DEED OF RECOGNITION FOR UREWERA (LAKE GEORGE), SOUTHLAND

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

**5 Alienation of Land**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

**6 Change in Management**

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

**8 Interpretation**

- 8.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 8.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.



DEED OF RECOGNITION FOR UREWERA (LAKE GEORGE), SOUTHLAND

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

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Rūnanga Representative

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Secretary



DEED OF RECOGNITION FOR MANAWAPŌPŌRE/HIKURAKI (MAVORA LAKES), SOUTHLAND

**ATTACHMENT 12.128**  
**DEED OF RECOGNITION FOR MANAWAPŌPŌRE/HIKURAKI**  
**(MAVORA LAKES), SOUTHLAND**  
*(Clause 12.3)*

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On [ ] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [ ] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Manawapōpōre / Hikuraki**

The area which is the subject of this Deed is the bed of the Wetland known as Manawapōpōre / Hikuraki (Mavora Lakes) (the “Area”) the location of which is shown on Allocation Plan MN 77 (SO Plan 12235). The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Manawapōpōre / Hikuraki**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Manawapōpōre / Hikuraki as set out below.
- 2.2 Manawapōpōre and Hikuraki are part of one of the most significant catchments in Murihiku (Southland). The wetland also lies in the path of the important trail

## DEED OF RECOGNITION FOR MANAWAPŌPŌRE/HIKURAKI (MAVORA LAKES), SOUTHLAND

from the mouth of the Ōreti River onward, via the Greenstone Valley, to the head of Whakatipu-wai-māori (Lake Wakatipu), or alternatively continuing along the Greenstone Valley and out via the Hollyford to the West Coast. These were important trading routes, to gather pounamu for exchange with northern iwi for materials and foods unavailable in the south.

- 2.3 The lakes were, therefore, an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the Area.
- 2.4 In addition the trails were part of summer time pursuits such as kai hau kai (custom of exchanging foods), whanaungatanga (the renewal and strengthening of family links) and arranging marriages with hapū from the neighbouring region of Otago, and further afield. Such strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the Area.
- 2.5 Manawapōpōre (Upper Mavora) is noted for eel weirs which were constructed on the lake edges for catching eels, utilising flat stones, built in a loop out from the lake edge, with gaps at either end and one in the middle. Construction of the eel weir recreates the type of environment that eels like to congregate in, hence reliable catches are made.
- 2.6 The tūpuna had considerable knowledge of such techniques, places for catching and gathering kai and other taonga, ways in which to use the resources of the Area, the relationship of people with the Area and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.7 The mauri of Manawapōpōre / Hikuraki represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the Area.

### 3 Role of Te Rūnanga

- 3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown

in relation to those parts of the bed of the wetland within the Area that are administered by the Department of Conservation:

- (a) the preparation, consistent with Part IIIA of the Conservation Act, of all Conservation Management Strategies and Conservation Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programme to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife;
  - (iv) any programme to eradicate pests or other introduced species; or
  - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures.

3.2 In order to enable Ngāi Tahu to fulfil its role under clause 3.1 the Crown will provide Te Rūnanga with all available relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

#### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
  - (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or

## DEED OF RECOGNITION FOR MANAWAPŌPŌRE/HIKURAKI (MAVORA LAKES), SOUTHLAND

bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

DEED OF RECOGNITION FOR MANAWAPŌPŌRE/HIKURAKI (MAVORA LAKES), SOUTHLAND

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in )  
right of New Zealand by [ ], )  
Minister of Conservation in the )  
presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL** of )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_  
Rūnanga Representative

\_\_\_\_\_  
Secretary



## STATUTORY ADVISER AREAS

**ATTACHMENT 12.129**  
**AREAS IN RESPECT OF WHICH TE RŪNANGA**  
**IS TO BE STATUTORY ADVISER**  
*(Clause 12.4.1)*

#	Area	Description
1.	Tapuae o Uenuku (Allocation Plan MS 100 – SO Plan 7317)	Marlborough Land District, Kaikoura/Marlborough District Councils, 2225.7710 hectares, more or less, being Section 1, Block IX and Section 1, Block X Tapuae-o- Uenuku Survey District. Part New Zealand Gazette 1980 page 262 (SO 4547).
2.	Hananui (Mount Anglem) (Allocation Plan MS 264 – SO Plan 12249)	Southland Land District, Southland District Council, all that area being Block XX, Part Blocks X, XIV and XIX, Parts Block XIII, Part Section 1, Block XIII and Part Section 2, Block XIX, Anglem Survey District. Part contained in part New Zealand Gazette 1907 page 1935. Subject to survey as shown on Allocation Plan MS 264 (SO 12249).
3.	Te Koroka (Dart/Slipstream) (Allocation Plan MS 306 – SO Plan 24707)	Otago Land District, Queenstown Lakes District Council, 1618.7426 hectares, more or less, being Crown Land situated in Blocks VII, XI, XII, XV and XVI, Humboldt Survey District. Subject to Survey, as shown on Allocation Plan MS 306 (SO 24707). All Order In Council 468229 (New Zealand Gazette 1973 page 1369).
4.	Aoraki/Mount Cook (Allocation Plan MS 1 – SO Plan 19831)	Canterbury Land District, Mackenzie District Council, all that area being Part Reserves 2652 (Topo 39T) and 2756 (SO 11505). Part New Zealand Gazette 1953 page 1662. Subject to survey as shown on Allocation Plan MS 1 (SO 19831).





## STATUTORY ADVISER AREAS

#	Area	Description
5.	Tititea (Mount Aspiring) (Allocation Plan MS 2 – SO Plan 24665)	<p>Westland Land District, Westland District Council, 2300 hectares, approximately, being Crown Land and Part Rural Section 4817, situated in Block XV, Jackson Survey District and Blocks II and III, Mount Aspiring Survey District. Part New Zealand Gazettes 1964 page 2305, 1971 page 1675 (National Park) and Part New Zealand Gazettes 1997 page 600 (Olivine Wilderness Area), subject to survey as shown on Allocation Plan MS2 (SO 24665).</p> <p>Otago Land District, Queenstown Lakes District Council, Part Crown Land Cascade Survey District and Part Run 468 situated in Cascade and Matukituki Survey Districts. Subject to survey as shown on Allocation Plan MS2 (SO 24665). Crown Land, being part of Mount Aspiring National Park, Part New Zealand Gazette 1964, page 2305 (Order in Council 280735, Otago Land Registry).</p>
6.	Tūtoko (Allocation Plan MS 3 – SO Plan 12231)	<p>Land in both Otago and Southland Land District, Otago Land District, Southland District Council, all that area being part Fiordland National Park and Crown Land Block IX Martins Bay Survey District. Part Fiordland National Park Order 1978 (Statutory Regulation 1978/333) and part New Zealand Gazette 1960 page 580. Subject to survey, as shown on Allocation Plan MS 3 (SO 12231). Southland Land District, Southland District Council, all that area being part Fiordland National Park. Part Fiordland National Park Order 1978 (Statutory Regulation 1978/333). Subject to survey, as shown on Application Map MS 3 (SO 12231).</p>
7.	Pikirakatahi (Mount Earnslaw)/ (Allocation Plan MS 4 – SO Plan 24666)	<p>Otago Land District, Queenstown Lakes District, An undefined area being Part Run 19, situated in Forbes Survey District, Block XVI, Humboldt Survey District, Blocks II and V, Dart Survey District and Blocks IV and V, Earnslaw Survey</p>



## STATUTORY ADVISER AREAS

#	Area	<i>Description</i>
		<p>District. Subject to Survey as shown on Allocation Plan MS 4 (SO 24666). Part of Mount Aspiring National Park, part New Zealand Gazette 1973, page 976 and an undefined area being Crown Land situated in Block VIII, Dart Survey District. Subject to Survey as shown on Allocation Plan MS 4 (SO 24666). Part of Mount Aspiring National Park, part New Zealand Gazette 1971, page 1675 and an undefined area being Part Section 6, Block V, Dart Survey District and Crown Land situated in Blocks XV and XVI, Humboldt Survey District, Blocks II, V, VIII and XII, Dart Survey District. Subject to Survey as shown on Allocation Plan MS 4 (SO 24666). Part State Forest Land, part New Zealand Gazette 1930, page 1464 (SO's 17206, 4059 and Redefinition plan SO 17671), allocated to the Department of Conservation [reference SO 22266 – D*E40*3 (part)], Stewardship land, pursuant to Section 62, Conservation Act 1987 and an undefined area being Crown land situated in Block XVI, Humboldt Survey District. Subject to Survey as shown on Allocation plan MS 4 (SO 24666). Crown land – No title, a clearing on Survey Stream shown on SO 17671 deemed excluded from the surrounding State Forest but included in Allocation to the Department of Conservation [reference SO 22266 – D*E40*3 (Part)] and an undefined area being Crown land, Part Section 6 and Closed Road, Block V, Dart Survey District, (SOs 4059, 13893, 17185 and 17671). Subject to Survey as shown on Allocation Plan MS 4 (SO 24666). Closed Road – GN 375657 (New Zealand Gazette 1971, page 1774), Part Section 6 – Not Title and Crown Land – No Title, all comprising a clearing excluded from the surrounding State Forest but included in the Allocation to the Department of Conservation [reference: SO 22266 – D*E40*1 (all)], Stewardship land, pursuant to Section 62, Conservation Act 1987. In part subject to Mining</p>


  
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## STATUTORY ADVISER AREAS

#	Area	<i>Description</i>
		Licence 9D/307 and an undefined area being Part Crown land situated in Block II, Dart Survey District adjoining Section 23, Block II, Dart Survey District. Subject to Survey as shown on Allocation Plan MS 4 (SO 24666). Crown land – No title, included in the Allocation to the Department of Conservation [reference: - SO 22266 – D*E40*2 (all)], Stewardship land, pursuant to Section 62, Conservation Act 1987 and an undefined area of Crown land being part of the Bed of Chinamans Creek, situated in Block VIII, Dart Survey District and part of the Bed of Dart River situated in Blocks XV and XVI, Humboldt Survey District and Blocks VIII and XII, Dart Survey District. Subject to Survey as shown on Allocation Plan MS 4 (SO 24666). Crown land – No title
8.	Takitimu Range (Allocation Plan MS 5 – SO Plan 12232)	Southland Land District, Southland District Council, 45510.0 hectares, more or less, being Sections 1 and 2 SO 12055.
9.	Motupōhue Scenic Reserve (Bluff Hill Scenic Reserve) (Allocation Plan MS 8 – SO Plan 12233)	Southland Land District, Invercargill City Council, 150.4700 hectares, more or less, being Sections 2, 25 and 40, Block I, Campbelltown Hundred (SOs 368, 6540), Lot 37 DP 15, Lot 3 DP 3368 and Part Lots 5 Deeds Plan 55. Comprised in all Certificates of Title B4/1268, 149/40 subject to Transfer 71376 creating the right to construct and maintain water races, etc, 10/249 and 31/60 and Part New Zealand Gazette 1981 page 2438 (Document No. 075035.1) Southland Registry.



## STATUTORY ADVISER AREAS

#	Area	Description
10.	Matakaea Recreation Reserve (Shag Point Recreation Reserve) (including Onewhenua) (Allocation Plan MS 9 – SO Plan 24686)	Otago Land District, Waitaki District, 46.6439 hectares, more or less, being Section 101, Part Section 98 and Parts Section 100, Block III, Moeraki Survey District (SO 19836). All Certificate of Title 17D/65. Section 98 is subject to Building Line Restriction contained in Special Order 307694. Subject to a right of way over the part herein marked A DP 25683 appurtenant to Lot 9 (CT 17D/229) Lot 10 (CT 17D/230) Lots 11 and 12 (CT 17D/231) Lots 13 and 14 (CT 17D/232) and Lots 15 and 16 (CT 17D/233) DP 25683 created by T 936548.33. 3.8445 hectares, more or less, being Part Section 57, Block III, Moeraki Survey District (SO Plan 5790). Subject to survey as shown on Allocation Plan MS 9 (SO 24686). All Gazette Notice 676904/4 (New Zealand Gazette 1987 page 1329). 809 square metres, more or less, being Section 83, Block III, Moeraki Survey District (SO Plan 11987). All CT No. 16D/313, subject to Section 11 of the Crown Minerals Act 1991 and to Part IVA of the Conservation Act 1987. 4.4919 hectares, more or less, being Sections 5 and 6, SO Plan 23992. Part Certificate of Title 18C/122. Sections 5 and 6 are subject to Section 3 Petroleum Act 1937, Section 8 Atomic Energy Act 1945, Section 3 Geothermal Energy Act 1953, Sections 6 and 8 Mining Act 1971, Sections 5 and 261 Coal Mines Act 1979. Sections 5 and 6 are subject to Part IVA of the Conservation Act 1987.


  
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## STATUTORY ADVISER AREAS

#	Area	Description
11.	Tokata (Nugget Point) (Allocation Plan MS 10 – SO Plan 24699)	<p>Otago Land District, Clutha District,</p> <p>A) 48.1915 hectares, more or less, being Sections 49, 50 and 51, Block V, Glenomaru Survey District (SO Plan 22076). Part New Zealand Gazette 1869 page 299. As shown on Allocation Plan MS 10 (SO 24699)</p> <p>B) <b>Islands</b></p> <p>2.2000 hectares, more or less, being Section 52, Block V, Glenomaru Survey District. SO 22076. Subject to confirmation of status. Balance New Zealand Gazette 1869 page 299. As shown on Allocation Plan MS 10 (SO 24699)</p>
12.	Otūkoro, West Coast (Allocation Plan MS 488 – SO Plan 15489)	Nelson Land District, Buller District Council, 38.0 hectares, more or less, being Part Section 14, SO 15200. Part New Zealand Gazette 1996 page 977. Subject to survey as shown on Allocation Plan MS 488 (SO 15489).
13.	Kura Tāwhiti (Castle Hill), Canterbury (rock art site) (Allocation Plan MS 14 – SO Plan 19832)	Canterbury Land District, Selwyn District Council, 54.0496 hectares, more or less, being Rural Section 40839, Rural Section 40840, (SO 15192) and Lot 2 DP 43207, part comprised in all CT 23B/918 (Canterbury Registry). Subject to right to convey water created by Deed of Grant 23B/921.
14.	Kahurangi, West Coast (Allocation Plan MS 21 – SO Plan 15490)	Nelson Land District, Buller & Tasman District Councils, 27.70 hectares, more or less, being Part Section 14 SO 15200. Part New Zealand Gazette 1996 page 977. Subject to survey as shown on Allocation Plan MS 21 (SO 15490).



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## STATUTORY ADVISER AREAS

#	Area	Description
15.	Maukaatua, Otago (Allocation Plan MS 23 – SO Plan 24679)	Otago Land District, Dunedin City Council, 1261.4432 hectares, more or less, being: Sections 31, 49, 50, 51 and 55 Block I Maungatua Survey District, (SO plan 5659). All of Transfer 800407/2 and Part Section 22 and Sections 32 and 33 Block XI, Sections 14, 16, 17, 18 and 24 Block XIV Maungatua Survey District and Lot 1 DP 17720, (SO plans 1087, 1094, 17972, 17973, 21796). Balance of Gazette Notice 676588/1 (New Zealand Gazette 1987 page 1033) and Section 1 Block VIII, Sections 10, 34, Block XI, Section 11 Block XIV Maungatua Survey District, (SO plans 1079, 5662, 19705). All of Transfer 869451/4 subject to a Building Line Restriction, over Section 1 Block VIII, imposed by Memorandum of Acceptance X15468. Section 34 Block XI, subject to Section 3 of the Petroleum Act 1937, Section 8 of the Atomic Energy Act 1945, Section 3 of the Geothermal Energy Act 1945, Sections 6 and 8 of the Mining Act 1971 and Sections 5 and 261 of the Coal Mines Act 1979 and Section 2 Block VIII Maungatua Survey District, (SO plan 1079). All of Gazette Notice 676586/3 (New Zealand Gazette 1987 page 1034) and Part Section 3 Block VIII Maungatua Survey District, (SO plan 1079). Balance of Gazette Notice 814058 (New Zealand Gazette 1992 page 2963) and Section 15 Block XIV Maungatua Survey District, (SO plan 1094). Crown land no registration and Section 23 Block XIV Maungatua Survey District, (SO plan 21840). All of Gazette Notice 728471 (New Zealand Gazette 1989 page 1739) and Lot 1 DP 18686. Part of Gazette Notice 733335/2 (New Zealand Gazette 1989 page 2834) and Lot 1 DP 20529. All of Gazette Notice 733335/1 (New Zealand Gazette 1989 page 2835) and Lot 1 DP 20530. All of Transfer 748308/3, subject to Resolution 447888 and fencing provision 449952/4. As shown on Allocation Plan MS 23 (SO 24679).


  
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## STATUTORY ADVISER AREAS

#	Area	Description
16.	Ripapa Island, Lyttelton Harbour (Allocation Plan MS 29 – SO Plan 19834)	Canterbury Land District, Banks Peninsula District Council, 1.6187 hectares, more or less, being Reserve 109 (SO 3038). All NZ Gazette 1986 page 2833.
17.	Ōtamakura Historic Reserve (Allocation Plan MS 487 – SO Plan 7325)	Marlborough Land District, Kaikoura District Council, 92.6900 hectares, more or less, being Sections 1 and 18, Block X and Section 10, Block XV, Hundalee Survey District (SOs 1344, 1627 and 6117). Part New Zealand Gazette 1984, page 5468.
18.	Te Waihora/Lake Ellesmere surrounds	Areas described in Attachment 11.36.
19.	Lake Mahināpua surrounds	<p>Lake Mahināpua Scenic Reserve</p> <ol style="list-style-type: none"> <li>1. Part Reserve 1055 S.O. plan 6162 (154.1945 hectares) – Gazette 1979 Page 1396,</li> <li>2. Part Reserve 1056 S.O. plan 3375 (347.6635 hectares) – Gazette 1979 Page 1396,</li> <li>3. Rural Reserve 6031 S.O. plan 10462 (71.2840 hectares) – Gazette 1985 Page 2163.</li> </ol> <p>Lake Mahināpua Recreation Reserve</p> <ol style="list-style-type: none"> <li>4. Part Reserve 1933 S.O. plan 4614 (26.1992 hectares) – Gazette 1979 Page 1396.</li> </ol> <p>Land managed under Section 62 of the Conservation Act adjoining the southern boundary of the lake, shown as J33/22 on D.O.C. allocation map S.O. 11209 sheet J33.</p> <ol style="list-style-type: none"> <li>5. Part Lot 5 D.P. 1478 (39.8138 hectares),</li> <li>6. Part Reserve 146 S.O. plan 8746 (113.9604 hectares).</li> </ol>

## TŌPUNI FOR TAPUAE O UENUKU

**ATTACHMENT 12.130**  
**TŌPUNI FOR TAPUAE O UENUKU**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the area known as Tapuae o Uenuku as shown on Allocation Plan MS 100 (SO Plan 7317).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Tapuae o Uenuku, as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

3.1 The name Tapuae o Uenuku refers to the sacred footsteps of Uenuku. Uenuku was one of the principal Ngāi Tahu atua (gods), who is represented as a rainbow. Uenuku is often found in tribal traditions as a tupuna (ancestor) who instigates migration from Hawaiki to New Zealand. According to the traditions of Kaikoura Ngāi Tahu, Uenuku cursed his son, Ruatapu, for an infringement on his tapu. The curse referred to the fact that Ruatapu's mother was of lowly origins, so that his younger brother, Paikea, was in fact his senior because of his mother's superior descent lines. Ruatapu's response was to attempt to kill all of the leading sons of the chiefs of Hawaiki, including Paikea. Ruatapu took all of the sons out in a waka (canoe), then set about killing them with a spear. Paikea survived by diving overboard and swimming away. He was rescued by a whale and brought to New Zealand, where he eventually settled at Whangarā, on the East Coast of the North Island. There he coupled with a woman called Te Waiaruatatai, who bore him Tahu Potiki, who went on to become the founding ancestor of Ngāi Tahu.

3.2 As well as being a reminder of the traditions of Paikea and Tahu Pōtiki, the mountain Tapuae o Uenuku is a manifestation of the tupuna Uenuku. Uenuku was more than just a human ancestor, he was an atua and thus is also seen manifested in the rainbow.

3.3 In another Ngāi Tahu tradition, Uenuku is portrayed as one of the survivors of the Arai Te Uru waka which foundered at Moeraki, on the north Otago coast. These survivors are now manifested as the Southern Alps. Uenuku continued further north where he too eventually turned to stone on the spot where the maunga (mountain) Tapuae o Uenuku now stands. Thus, when Ngāi Tahu refer to the old





people's hair turning grey, they are speaking of the snow which caps the Southern Alps, including Tapuae o Uenuku.

- 3.4 These physical and enduring manifestations of tūpuna represent the links between the cosmological world of the Gods and present generations. Creation stories and whakapapa recall links of fifty or more generations from the time of the Hawaiki Pacific migrations. These traditional histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi. They are frequently woven around major landscape features.
- 3.5 In Ngāi Tahu oratory, Tapuae o Uenuku is likened to an overarching portal which must be crossed by all visitors from the North Island. For this reason, visitors to the Takiwā of Ngāi Tahu are welcomed as 'Ngā Tapuae o Uenuku' - those whose feet have been made sacred by passing beneath Uenuku.
- 3.6 The mauri of Tapuae o Uenuku represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Tapuae o Uenuku.

#### **4 Specific Principles Relating to Area**

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Tapuae o Uenuku;
- (b) Accurate portrayal of Ngāi Tahu's association with Tapuae o Uenuku;
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

#### **5 Actions by the Director-General of Conservation in relation to the Specific Principles**

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) **Encouragement of respect for Ngāi Tahu's association with Tapuae o Uenuku**



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## TŌPUNI FOR TAPUAE o UENUKU

- (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Tapuae o Uenuku;
  - (ii) Educational material will be made available to climbers and all climbing guides explaining that, to Ngai Tahu, standing on the very top of the mountain denigrates its tapu status;
  - (iii) A review of conditions to be applied generally to new concessions will be undertaken;
  - (iv) The removal of all rubbish and wastes from Tapuae o Uenuku will be encouraged;
  - (v) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of waterways; and
  - (vi) Te Rūnanga will be consulted about the siting and design of new huts or other buildings, and particular regard had to its views.
- (b) Accurate portrayal of Ngāi Tahu's association with Tapuae o Uenuku**
- (i) The Department will ensure, as far as reasonably practicable, that Ngāi Tahu's association with Tapuae o Uenuku is accurately portrayed in all of its new public information and interpretative material; and
  - (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable, will only use Ngāi Tahu cultural information with the consent of Te Rūnanga.
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**
- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
  - (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.



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**ATTACHMENT 12.131**  
**TŌPUNI FOR TE KOROKA (DART/SLIPSTREAM)**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the area known as the Dart/Slipstream Special Area, as shown on Allocation Plan MS 306 (SO Plan 24707).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Te Koroka (Dart/Slip Stream) as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1. The creation of Te Koroka relates in time to Te Waka o Aoraki, and the efforts of Tū Te Rakiwhānoa. The area is also linked to the travels of Rakaihautu, who dug out the great lakes of the interior with his kō (digging stick), known as Tu Whakaroria (renamed Tuhiraki at the conclusion of the expedition).
- 3.2. The actual slip from which the pounamu is gathered is known as Te Horo. The name of the mountain where the pounamu vein occurs is Koroka (or Koloka). When viewed from the right vantage point, Koroka resembles a reclining giant, the pounamu exiting the mountain, in fact, from the mouth of the giant. Captain Cook's men were informed while moored in Dusky Sound, of the giant in the interior that emits pounamu from his mouth.
- 3.3. For Ngāi Tahu, traditions such as these represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4. Te Koroka area itself represented the end of a trail. Staging camps for the retrieval of pounamu were located at the base of the mountain, with semi-permanent settlements located closer to the lake. The tūpuna (ancestors) had considerable knowledge of whakapapa, traditional trails, places for gathering kai (food) and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.



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- 3.5. The retrieval of large amounts of pounamu from this source, so far inland and over a range of physical barriers, attests to the importance of this resource to the economy and customs of the iwi over many generations. Pounamu transported back to coastal settlements was fashioned into tools, ornaments and weapons. The types of pounamu gathered were inaka and koko-takiwai. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to access the pounamu resource. It is because of these patterns of activity that Te Koroka continues to be important to rūnanga located in Otago, Murihiku and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 3.6. The actual area from which pounamu was collected is now, and was in traditional times, under a tapu until an appropriate karakia (incantation) and ceremony was performed to permit access and retrieval of a taonga that was of the highest value to iwi. The area is largely unmodified since it was last visited by the ancestors and is a taonga to be treasured. Periodic storms reveal, on the slopes below the 'collection' site, large boulders of pounamu, brought to the surface through raging torrents of water rushing down the maunga (mountain).
- 3.7. The mauri of Te Koroka represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Te Koroka.

#### **4 Specific Principles Relating to Area**

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Te Koroka;
- (b) Accurate portrayal of Ngāi Tahu's association with Te Koroka;
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites; and
- (d) Recognition of Ngāi Tahu's relationship with the pounamu resource, as given effect through the Ngāi Tahu (Pounamu Vesting) Act 1997.

#### **5 Actions by the Director-General of Conservation in relation to the Specific Principles**



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Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

**(a) Encouragement of respect for Ngāi Tahu's association with Te Koroka**

- (i) The Department will issue permits for entry in consultation with Te Rūnanga;
- (ii) The Department will review conditions of new permits in consultation with Te Rūnanga;
- (iii) The Department will consult with Te Rūnanga if any applications for concessions are received;
- (iv) The removal of all rubbish and wastes from Te Koroka will be encouraged;
- (v) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of waterways; and
- (vi) Te Rūnanga will be consulted about the siting and design of any new huts or other buildings, and particular regard had to its views.

**(b) Accurate portrayal of Ngāi Tahu's association with Te Koroka**

- (i) The Department will ensure, as far as reasonably practicable, that Ngāi Tahu's association with Te Koroka is accurately portrayed in all of its new public information and interpretative material; and
- (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable, will only use Ngāi Tahu cultural information with the consent of Te Rūnanga.

**(c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**

- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and



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- (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.
- (d) **Recognition of Ngāi Tahu's relationship with the pounamu resource, as given effect through the Ngāi Tahu (Pounamu Vesting) Act 1997.**
- (i) Discourage unauthorised access to the area consistent with its status as a Special Area.

## TŌPUNI FOR AORAKI/MOUNT COOK

**ATTACHMENT 12.132**  
**TŌPUNI FOR AORAKI/MOUNT COOK**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the area known as Aoraki / Mount Cook located in Kā Tiritiri o te Moana, as shown on Allocation Plan MS 1 (SO Plan 19831).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Aoraki as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 In the beginning there was no Te Wai Pounamu or Aotearoa. The waters of Kiwa rolled over the place now occupied by the South Island, the North Island and Stewart Island. No sign of land existed.
- 3.2 Before Raki (the Sky Father) wedded Papa-tua-nuku (the Earth Mother), each of them already had children by other unions. After the marriage, some of the Sky Children came down to greet their father's new wife and some even married Earth Daughters.
- 3.3 Among the celestial visitors were four sons of Raki who were named Ao-raki (Cloud in the Sky), Raki-roa (Long Raki), Raki-rua (Raki the Second), and Raraki-roa (Long Unbroken Line). They came down in a canoe which was known as Te Waka-o-Aoraki. They cruised around Papa-tua-nuku who lay as one body in a huge continent known as Hawaiiki.
- 3.4 Then, keen to explore, the voyagers set out to sea, but no matter how far they travelled, they could not find land. They decided to return to their celestial home but the karakia (incantation) which should have lifted the waka (canoe) back to the heavens failed and their craft ran aground on a hidden reef, turning to stone and earth in the process.
- 3.5 The waka listed and settled with the west side much higher out of the water than the east. Thus the whole waka formed the South Island, hence the name: Te Waka-o-Aoraki. Aoraki and his brothers clambered on to the high side and were turned to stone. They are still there today. Aoraki is the mountain known to

## TŌPUNI FOR AORAKI/MOUNT COOK

Pākeha as Mount Cook, and his brothers are the next highest peaks near him. The form of the island as it now is owes much to the subsequent deeds of Tūterakiwhānoa, who took on the job of shaping the land to make it fit for human habitation.

- 3.6 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.7 The meltwaters that flow from Aoraki are sacred. On special occasions of cultural moment, the blessings of Aoraki are sought through taking of small amounts of its 'special' waters, back to other parts of the island for use in ceremonial occasions.
- 3.8 The mauri of Aoraki represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the mountain.
- 3.9 The saying 'he kapua kei runga i Aoraki, whakarewa whakarewa' ('the cloud that floats aloft Aoraki, for ever fly, stay aloft') refers to the cloud that often surrounds Aoraki. Aoraki does not always 'come out' for visitors to see, just as that a great chief is not always giving audience, or on 'show'. It is for Aoraki to choose when to emerge from his cloak of mist, a power and influence that is beyond mortals, symbolising the mana of Aoraki.
- 3.10 To Ngāi Tahu, Aoraki represents the most sacred of ancestors, from whom Ngāi Tahu descend and who provides the iwi with its sense of communal identity, solidarity and purpose. It follows that the ancestor embodied in the mountain remains the physical manifestation of Aoraki, the link between the supernatural and the natural world. The tapu associated with Aoraki is a significant dimension of the tribal value, and is the source of the power over life and death which the mountain possesses.

#### 4 Specific Principles Relating to Area

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Aoraki;
- (b) Accurate portrayal of Ngāi Tahu's association with Aoraki; and





## TŌPUNI FOR AORAKI/MOUNT COOK

- (c) Recognition of Ngāi Tahu's relationship with wahi tapu, including archaeological sites.

**5 Actions to be undertaken by Director-General**

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

**(a) Encouragement of respect of Ngāi Tahu's association with Aoraki**

- (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Aoraki;
- (ii) Educational material will be made available to climbers and all climbing guides explaining that to Ngāi Tahu standing on the very top of the mountain denigrates its tapu status;
- (iii) A review of conditions to be applied generally to new concessions will be undertaken;
- (iv) The removal of all rubbish and wastes from Aoraki will be encouraged;
- (v) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises risk of contamination of waterways; and
- (vi) Te Rūnanga will be consulted about the siting and design of new huts or other buildings, and particular regard will be had to their views.

**(b) Accurate portrayal of Ngāi Tahu's association with Aoraki**

- (i) The Department will ensure, as far as reasonably practicable, that Ngāi Tahu's association with Aoraki is accurately portrayed in all of its new public information and interpretative material; and
- (ii) The Department will consult with Te Rūnanga in provision of its new public information or interpretative material, and as far as reasonably practicable will only use Ngāi Tahu's cultural material with the consent of Te Rūnanga.



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(c) **Recognition of Ngāi Tahu's relationship with wahi tapu, including archaeological sites**

- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.

## TŌPUNI FOR TITITEA (MOUNT ASPIRING)

**ATTACHMENT 12.133**  
**TŌPUNI FOR TITITEA (MOUNT ASPIRING)**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the area known as Tititea (Mount Aspiring) located in Mount Aspiring National Park, as shown on Allocation Plan MS 2 (SO Plan24665).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Tititea as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 As with all principal maunga (mountains), Tititea is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents. Tititea is a prominent and majestic peak, clearly visible from a number of vantage points in the south, and its role in Ngāi Tahu's creation stories gives rise to its tapu status. From the heights above Te Ana-au (Lake Te Anau), it is a particularly impressive sight when the sun is setting.
- 3.2 The most common Ngāi Tahu name for the mountain known to Pākeha as Mount Aspiring is Tititea, referring to the mountain's white peak. It is not unusual, however, for places and physical features to have more than one name, reflecting the traditions of the successive iwi who peopled the land. Other names for the mountain include 'Mākahi Tā Rakiwhānoa' (referring to a wedge belonging to Tū Te Rakiwhānoa) and 'Ōtapahu', which may refer to a type of dogskin cloak.
- 3.3 The Bonar Glacier is known as Hukairoroa Tā Parekiore (which refers to the long, hard glacial ice and crevasses formed by Parekiore). Parekiore was a giant who used to stalk up and down the South and North Islands taking tītī (muttonbirds) northwards and returning with kumara. The lakes represent his footprints and the frozen splashes from his footsteps in the south were transformed into glaciers.
- 3.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

## TŌPUNI FOR TITITEA (MOUNT ASPIRING)

- 3.5 The area was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land.
- 3.6 The mauri of Tititea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### 4 Specific Principles Relating to Area

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Tititea;
- (b) Accurate portrayal of Ngāi Tahu's association with Tititea; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

#### 5 Actions by the Director-General of Conservation in relation to the Specific Principles

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) **Encouragement of respect for Ngāi Tahu's association with Tititea**
  - (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Tititea;
  - (ii) Educational material will be made available to climbers and all climbing guides explaining that, to Ngai Tahu, standing on the very top of the mountain denigrates its tapu status;
  - (iii) A review of conditions to be applied generally to new concessions will be undertaken;

## TŌPUNI FOR TITITEA (MOUNT ASPIRING)

- (iv) The removal of all rubbish and wastes from Tititea will be encouraged;
  - (v) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises that minimises the risk of contamination of waterways; and
  - (vi) Te Rūnanga will be consulted about the siting and design of new huts or other buildings, and particular regard had to its views.
- (b) Accurate portrayal of Ngāi Tahu's association with Tititea**
- (i) The Department will ensure, as far as reasonably practicable that Ngāi Tahu's association with Tititea is accurately portrayed in all of its new public information and interpretative material; and
  - (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable will only use Ngāi Tahu cultural information with the consent of Te Rūnanga.
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**
- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
  - (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and have particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.

## TŌPUNI FOR TŪTOKO

**ATTACHMENT 12.134**  
**TŌPUNI FOR TŪTOKO**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the mountain known as Tūtoko located in Fiordland National Park, as shown on Allocation Plan MS 3 (SO Plan12231).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Tūtoko as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 The Fiordland area - within which Tūtoko stands - represents, in tradition, the raised up sides of Te Waka o Aoraki, after it foundered on a submerged reef and its occupants, Aoraki and his brothers, were turned to stone. These people are now manifested in the highest peaks in Kā Tiritiri o Te Moana (the Southern Alps). The fiords at the southern end of the Alps were carved out of the raised side of the wrecked Waka o Aoraki by Tū Te Rakiwhānoa, in an effort to make the waka (canoe) habitable by humans. The deep gorges and long waterways that are the fiords were provided as safe havens on this rugged coast, and stocked with fish, forest and birds to sustain humans.
- 3.2 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 Tūtoko is not, in fact, the original name of the maunga (mountain), but was applied by Dr J. Hector in 1863 after he met the old rangatira (chief) Tūtoko and his two daughters, Sara and May. The hills to the north of the Kōtuku River are named the Sara Hills, and those to the south May Hills, after these daughters. The use of this name is seen as appropriate to Ngāi Tahu, as Tūtoko was an important rangatira of this region at that time, and is represented by the mountain.
- 3.4 Tūtoko is the kaitiaki (guardian) of Whakatipuwaitai, the westernmost creation of Rakaihautu and the southernmost kainga (settlement) of Te Tai Poutini (West

  
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## TŌPUNI FOR TŪTOKO

Coast) pounamu trails, which provides access to koko-tangiwai (a type of pounamu) at Piopiotahi (Milford Sound) and Poison Bay further to the south. The kainga was also an important staging post for travel into the Lake Wakatipu area via the Hollyford Valley. All of these trails, whether by land or by sea, lie under the shadow of Mt Tūtoko .

- 3.5 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 Mountains such as Tūtoko are linked in whakapapa to the Gods, and being the closest earthly elements to Raki the sky father, they are likened to the children of Raki and Papa, reaching skyward. The mauri of Tūtoko represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

#### 4 Specific Principles Relating to Area

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Tūtoko;
- (b) Accurate portrayal of Ngāi Tahu's association with Tūtoko; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

#### 5 Actions by the Director-General of Conservation in relation to the Specific Principles

Pursuant to *clause 12.5.10* of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) **Encouragement of respect for Ngāi Tahu's association with Tūtoko**
  - (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Tūtoko;

## TŌPUNI FOR TŪTOKO

- (ii) Educational material will be made available to climbers and all climbing guides explaining that, to Ngai Tahu, standing on the very top of the mountain denigrates its tapu status;
  - (iii) A review of conditions to be applied generally to new concessions will be undertaken;
  - (iv) The removal of all rubbish and wastes from Tūtoko will be encouraged;
  - (v) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of waterways; and
  - (vi) Te Rūnanga will be consulted about the siting and design of new huts or other buildings, and particular regard had to its views.
- (b) Accurate portrayal of Ngāi Tahu's association with Tūtoko**
- (i) The Department will ensure, as far as reasonably practicable that Ngāi Tahu's association with Tūtoko is accurately portrayed in all of its new public information and interpretative material; and
  - (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable will only use Ngāi Tahu cultural information with the consent of Te Rūnanga.
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**
- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
  - (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and have particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.



**ATTACHMENT 12.135**  
**TŌPUNI FOR PIKIRAKATAHI (MOUNT EARNSLAW)**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the area known as Pikirakatahi (Mount Earnslaw), as shown on Allocation Plan MS 4 (SO Plan24666).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Pikirakatahi (Mount Earnslaw) as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 The creation of Pikirakatahi (Mt Earnslaw) relates in time to Te Waka o Aoraki, and the efforts of Tū Te Rakiwhānoa. It is said that during its formation a wedge of pounamu was inserted into this mountain, which is the highest and most prominent peak in this block of mountains. The mountain is also linked to the travels of Rakaihautu, who dug out the great lakes of the interior with his kō (digging stick), known as Tū Whakaroria (and renamed Tuhiraki at the conclusion of the expedition).
- 3.2 The origins of the name 'Pikirakatahi' have been lost, but it is known that many places and physical features have more than one name, reflecting the traditions of the successive iwi who peopled the land. It is, however, likely that the name relates to Rakaihautu or subsequent people, as most of the prominent lakes, rivers and mountains of the interior take their name from the journey of Rakaihautu.
- 3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4 Pikirakatahi was of crucial significance to the many generations that journeyed to that end of Whakatipu-wai-māori (Lake Wakatipu) and beyond. Staging camps for the retrieval of pounamu were located at the base of the mountain, while semi-permanent settlements related to the pounamu trade were located closer to the lake.

## TŌPUNI FOR PIKIRAKATAHI (MOUNT EARNSLAW)

- 3.5 Pikirakatahi stands as kaitiaki (guardian) over the pounamu resource and represented the end of a trail, with the tohu (marker) to the pounamu resource sitting opposite on Koroka (Cosmos Peak). The tūpuna (ancestors) had considerable knowledge of whakapapa, traditional trails, places for gathering kai (food) and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.6 The retrieval of large amounts of pounamu from this source, so far inland and over a range of physical barriers, attests to the importance of this resource to the economy and customs of the iwi over many generations. The people would also gather native birds for kai, and firewood with which to cook and provide warmth, from the forests covering the lower flanks of Pikirakatahi. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the mountain. It is because of these patterns of activity that Pikirakatahi continues to be important to rūnanga located in Otago, Murihiku and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 3.7 The mauri of Pikirakatahi represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Pikirakatahi.

#### 4 Specific Principles Relating to Area

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Pikirakatahi;
- (b) Accurate portrayal of Ngāi Tahu's association with Pikirakatahi;
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

#### 5 Actions by the Director-General of Conservation in relation to the Specific Principles

Pursuant to clause 11.12.9 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:



- (a) **Encouragement of respect for Ngāi Tahu's association with Pikirakatahi**
- (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Pikirakatahi;
  - (ii) A review of conditions to be applied generally to new concessions will be undertaken;
  - (iii) The removal of all rubbish and wastes from Pikirakatahi will be encouraged;
  - (iv) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of waterways; and
  - (v) Te Rūnanga will be consulted about the siting and design of new huts or other buildings, and particular regard had to its views.
- (b) **Accurate portrayal of Ngāi Tahu's association with Pikirakatahi**
- (i) The Department will ensure, as far as reasonably practicable, that Ngāi Tahu's association with Pikirakatahi is accurately portrayed in all of its new public information and interpretative material; and
  - (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable, will only use Ngāi Tahu cultural information with the consent of Te Rūnanga.
- (c) **Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**
- (i) Significant earthworks and disturbances of soil and/or vegetation will be minimised wherever possible; and
  - (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.

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**ATTACHMENT 12.136**  
**TŌPUNI FOR TAKITIMU RANGE, SOUTHLAND**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the mountain area known as Takitimu located in Murihiku (Southland), as shown on Allocation Plan MS 5 (SO Plan 12232).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Takitimu as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 The Takitimu maunga (mountains) were named by Tamatea, the captain of the Takitimu waka (canoe) in memory of the waka after it struck trouble in Te Waewae Bay, and was eventually wrecked near the mouth of the Waimeha Stream.
- 3.2 Tradition states that the Takitimu waka was overtaken by three large waves known as O-te-wao, O-roko and O-kaka, followed by a cross wave, which resulted in the Takitimu being hurled well inland, with its cargo being strewn about. In some accounts the ranges inland from Te Waewae Bay are likened to the huge waves that caused the demise of the waka Takitimu. In other accounts the Takitimu maunga are considered to be the upturned hull of the waka.
- 3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4 Tamatea and his crew made their way overland from the site of the wreck. Tamatea likened the majestic and upright Takitimu maunga when he viewed them from the south coast, to the crew of the Takitimu struggling to control the waka in adverse conditions. During the overland journey past the Takitimu maunga Tamatea lost one of his party, a woman named Kaheraki who strayed away from the party and was captured by the maeroero (spirits of the mountain) and never



seen again. Kaheraki had been betrothed to Kahungunu, who was a son of Tamatea.

- 3.5 The Takitimu maunga are, therefore, a symbolic reminder of the famous exploits of Tamatea in the south, and a reminder forever locked into the landscape, of the tupuna (ancestral) waka Takitimu, adding lustre to the noted spiritual values of the western Southland landscape. The Takitimu maunga are visible from all points of the Murihiku landscape, and are also a noted weather indicator.
- 3.6 The mauri of Takitimu represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

#### **4 Specific Principles Relating to Area**

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Takitimu;
- (b) Accurate portrayal of Ngāi Tahu's association with Takitimu; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

#### **5 Actions by the Director-General of Conservation in relation to the Specific Principles**

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) **Encouragement of respect for Ngāi Tahu's association with Takitimu**
  - (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Takitimu;
  - (ii) A review of conditions to be applied generally to new concessions will be undertaken;

- (iii) The removal of all rubbish and wastes from Takitimu will be encouraged;
  - (iv) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of waterways; and
  - (v) Te Rūnanga will be consulted about the siting and design of new huts or other buildings, and particular regard had to its views.
- (b) Accurate portrayal of Ngāi Tahu's association with Takitimu**
- (i) The Department will ensure, as far as reasonably practicable that Ngāi Tahu's association with Takitimu is accurately portrayed in all of its new public information and interpretative material; and
  - (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable will only use Ngāi Tahu's cultural information with the consent of Te Rūnanga.
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**
- (i) Significant earthworks and disturbances of soil and/or vegetation will be minimised wherever possible; and
  - (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and have particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.

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## TŌPUNI FOR MOTUPŌHUE (BLUFF HILL)

**ATTACHMENT 12.137**  
**TŌPUNI FOR MOTUPŌHUE (BLUFF HILL)***(Clause 12.5)***1 Description of Area**

The area over which the Tōpuni is to be created is the area known as Motupōhue, as shown on Allocation Plan MS 8 (SO Plan 12233).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Motupōhue as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 The name 'Motupōhue' is an ancient one, brought south by Ngāti Mamoe and Ngāi Tahu from the Hawkes Bay region where both tribes originated. The name recalls a history unique to the Ngāi Tuhaitara and Ngāti Kurī hapū that is captured in the line, "Kei korā wā kei Motupōhue, he pareka e kai ana, nā tō tūtae" – ("It was there at Motupōhue that a shag stood, eating your excrement").
- 3.2 Oral traditions say that the Ngāti Mamoe leader, Te Rakitauneke, is buried upon this hill. Te Rakitauneke's saying was: "Kia pai ai tāku titiro ki Te Ara a Kiwa" ("Let me gaze upon Foveaux Strait"). Some traditions also place another Ngāti Mamoe leader, Tū Te Makohu, on this hill.
- 3.3 For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity and solidarity, and document the events which shaped Ngāi Tahu as an iwi.
- 3.4 The mauri of Motupōhue represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Motupōhue.

**4 Specific Principles Relating to Area**

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

## TŌPUNI FOR MOTUPŌHUE (BLUFF HILL)

- (a) Encouragement of respect for Ngāi Tahu's association with Motupōhue;
- (b) Accurate portrayal of Ngāi Tahu's association with Motupōhue; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu, including archaeological sites.

**5 Actions by the Director-General of Conservation in relation to the Specific Principles**

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) **Encouragement of respect for Ngāi Tahu's association with Motupōhue**
  - (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Motupōhue;
  - (ii) Educational material will be made available to visitors to Motupōhue asking that they picnic only in designated areas as there are urupā in the reserve which are tapu to Ngāi Tahu;
  - (iii) A review of conditions to be applied generally to new concessions will be undertaken;
  - (iv) The removal of all rubbish and wastes from Motupōhue will be encouraged; and
  - (v) Te Rūnanga will be consulted about the siting and design of new structures, and particular regard had to its views.
- (b) **Accurate portrayal of Ngāi Tahu's association with Motupōhue**
  - (i) The Department will ensure, as far as reasonably practicable, that Ngāi Tahu's association with Motupōhue is accurately portrayed in all of its new public information and interpretative material; and
  - (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable, will only use Ngāi Tahu cultural information with the consent of Te Rūnanga.



- (c) **Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**
- (i) Significant earthworks and disturbances of soil and/or vegetation will be minimised wherever possible; and
  - (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.

## TŌPUNI FOR MATAKAEA (SHAG POINT)

**ATTACHMENT 12.138**  
**TŌPUNI FOR MATAKAEA (SHAG POINT)**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the area known as Matakaea Recreation Reserve and Onewhenua Historic Reserve, as shown on Allocation Plan MS 9 (SO Plan 24686).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Matakaea (Shag Point) as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 The name 'Matakaea' recalls the tradition of the Arai Te Uru canoe, which capsized off Moeraki. From Moeraki, the crew managed to swim ashore, leaving the cargo to be taken ashore by the waves. The crew members fled inland and were transformed into the mountains which form the Southern Alps.
- 3.2 The Arai Te Uru tradition is also important because it explains the origins of kumara. The story originally began with Roko i Tua who came to Aotearoa and met the Kāhui Tipua. The Kāhui Tipua gave Roko i Tua mamaku (tree fern) to eat. However Roko i Tua preferred the kumara that he had in his belt which he took out and soaked in a bowl of water. The Kāhui Tipua tasted the kumara and asked where it was from. Roko i Tua replied saying that the kumara came from 'across the sea'.
- 3.3 The Kāhui Tipua then made a canoe and, under the leadership of Tū Kakariki, went to Hawaiki and returned with the kumara to Aotearoa. The Kāhui Tipua planted the kumara but the crop failed. However Roko i Tua had also sailed to Hawaiki on the canoe called Arai Te Uru. Roko i Tua landed a Whangarā, Hawaiki, and learnt the karakia (incantations) and tikanga (customs) connected to planting kumara. Roko i Tua then gave his canoe to two crew members called Pakihiwitahi and Hape ki Tua Raki. The Arai Te Uru returned under the leadership of these two commanders and eventually foundered off the Moeraki Coast at Matakaea.

## TŌPUNI FOR MATAKAEA (SHAG POINT)

- 3.4 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.5 The Matakaea area has been occupied for many centuries and is the site of numerous urupā and wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna (ancestors) and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 3.6 The mauri of Matakaea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

**4 Specific Principles Relating to Area**

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Matakaea;
- (b) Accurate portrayal of Ngāi Tahu's association with Matakaea; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

**5 Actions by the Director-General of Conservation in relation to the Specific Principles**

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) **Encouragement of respect for Ngāi Tahu's association with Matakaea**
  - (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Matakaea;

## TŌPUNI FOR MATAKAEA (SHAG POINT)

- (ii) Educational material will be made available to visitors to Matakaea asking that they picnic only in designated areas as there are urupā in the reserve which are tapu to Ngāi Tahu;
  - (iii) A review of conditions to be applied generally to new concessions will be undertaken;
  - (iv) The removal of all rubbish and wastes from Matakaea will be encouraged;
  - (v) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of waterways; and
  - (vi) Te Rūnanga will be consulted about the siting and design of new huts or other buildings, and particular regard had to its views.
- (b) Accurate portrayal of Ngāi Tahu's association with Matakaea**
- (i) The Department will ensure, as far as reasonably practicable, that Ngāi Tahu's association with Matakaea is accurately portrayed in all of its new public information and interpretative material; and
  - (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable, will only use Ngāi Tahu cultural information with the consent of Te Rūnanga.
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**
- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
  - (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.

## TŌPŪNI FOR ŌTŪKORO ITI

**ATTACHMENT 12.139**  
**TŌPUNI FOR ŌTŪKORO ITI***(Clause 12.5)***1 Description of Area**

The area over which the Tōpuni is to be created is the area known as Ōtūkoro Iti, located in Kahurangi National Park, as shown on Allocation Plan MS 488 (SO Plan 15489).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Ōtūkoro Iti as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 The name Ōtūkoro Iti relates to a battle between Ngāti Rarua (a hapū of Ngāti Toa - one of Ngāi Tahu's northern neighbours) and Ngāi Tahu which took place in this area in the 1820s. It is said that the fighting began at sunrise on the fifth day of the month and ended only when the moon (referred to as a 'koro' or 'old man') rose. In the Ngāi Tahu account, Ngāti Rarua were the attackers, but after Ngāi Tahu held their own during battle, it was the northerners who retreated.
- 3.2 For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 As a result of the loss of life and blood spilt here during the battle, and the significance of the Ngāi Tahu victory, Ōtūkoro Iti is now regarded as a wāhi tapu. Such places hold the memories, traditions, victories and defeats of our tūpuna (ancestors).
- 3.4 Ōtūkoro Iti was an important kainga nohoanga (permanent settlement), the northern-most of Ngāi Tahu's traditional settlements on Te Tai Poutini (the West Coast of the South Island). It was also the closest traditional settlement to the tribal boundary point of Kahurangi. As such, it is a symbol of Ngāi Tahu's manawhenua (tribal authority) in this area.
- 3.5 Ōtūkoro Iti was one of very few safe landing sites on the coast of Te Tai Poutini for long distances to the south and north. Strategically, it was an important headland to maintain control over, and important tauraka waka (landing place) for



## TŌPUNI FOR ŌTŪKORO ITI

travellers by sea, and represents the intimate knowledge which the tūpuna had of navigation, sea routes, safe harbours and landing places, and the locations of food and other resources on the coast and land. Ōtūkoro Iti was thus an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land.

- 3.6 The mauri of Ōtūkoro Iti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

#### 4 Specific Principles Relating to Area

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Ōtūkoro Iti;
- (b) Accurate portrayal of Ngāi Tahu's association with Ōtūkoro Iti; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

#### 5 Actions by the Director-General of Conservation in relation to the Specific Principles

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) **Encouragement of respect for Ngāi Tahu's association with Ōtūkoro Iti**
  - (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Ōtūkoro Iti;
  - (ii) Educational material will be made available to visitors and all concessionaires explaining that, to Ngāi Tahu, activities such as camping in the area denigrates its tapu status;

## TŌPUNI FOR ŌTŪKORO ITI

- (iii) A review of conditions to be applied generally to new concessions will be undertaken;
- (iv) The removal of all rubbish and wastes from Ōtūkoro Iti will be encouraged;
- (v) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises that minimises the risk of contamination of waterways; and
- (vi) Te Rūnanga will be consulted about the siting and design of new huts or other buildings, and particular regard had to its views.

**(b) Accurate portrayal of Ngāi Tahu's association with Ōtūkoro Iti**

- (i) The Department will ensure, as far as reasonably practicable that Ngāi Tahu's association with Ōtūkoro Iti is accurately portrayed in all of its new public information and interpretative material; and
- (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable will only use Ngāi Tahu's cultural information with the consent of Te Rūnanga.

**(c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**

- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and particular regard will be had to its relevant policies, including those relating to Kōiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.

## TŌPUNI FOR KURA TĀWITI (CASTLE HILL)

**ATTACHMENT 12.140**  
**TŌPUNI FOR KURA TĀWITI (CASTLE HILL)***(Clause 12.5)***1 Description of Area**

The area over which the Tōpuni is to be created is the area known as the Castle Hill Conservation Area, as shown on Allocation Plan MS 14 (SO Plan 19832).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Kura Tāwhiti (Castle Hill) as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 Kura Tāwhiti (Castle Hill) is located between the Torlesse and Craigieburn Ranges, in the Broken Hill catchment. The name Kura Tāwhiti literally means 'the treasure from a distant land', and is an allusion to the kumara, an important food once cultivated in this region. However, Kura Tāwhiti was also the name of one of the tūpuna (ancestors) who was aboard the Arai Te Uru canoe when it sank off Matakāea (Shag Point) in North Otago.
- 3.2 Kura Tāwhiti was one of the mountains claimed by the Ngāi Tahu ancestor, Tane Tiki. Tane Tiki claimed this mountain range for his daughter Hine Mihi because he wanted the feathers from the kakapō taken in this area to make a cloak for her.
- 3.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.4 This region was a well used mahinga kai for Kaiapoi Ngāi Tahu. The main food taken from this mountain range was the kiore (polynesian rat). Other foods taken included tuna (eel), kakapō, weka and kiwi.
- 3.5 The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of the Kura Tāwhiti, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.



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- 3.6 Kura Tāwhiti was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai (food). Knowledge of these trails continue to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the area.
- 3.7 A particular taonga of Kura Tāwhiti are the ancient rock art remnants found on the rock outcrops. These outcrops provided vital shelters from the elements for the people in their travels, and they left their artworks behind as a record of their lives and beliefs. The combination of the long association with these rock outcrops, and the significance of the artwork on them, give rise to their tapu status for Ngāi Tahu.
- 3.8 The mauri of Kura Tāwhiti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### **4 Specific Principles Relating to Area**

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Kura Tāwhiti;
- (b) Accurate portrayal of Ngāi Tahu's association with Kura Tāwhiti; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

#### **5 Actions by the Director-General of Conservation in relation to the Specific Principles**

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) **Encouragement of respect for Ngāi Tahu's association with Kura Tāwhiti**

## TŌPUNI FOR KURA TĀWHITI (CASTLE HILL)

- (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Kura Tāwhiti;
  - (ii) Educational material will be made available to rock climbers and all rock climbing guides explaining that, to Ngai Tahu, climbing the rock outcrops denigrates their tapu status and may damage or destroy rock art remnants;
  - (iii) A review of conditions to be applied generally to new concessions will be undertaken;
  - (iv) The removal of all rubbish and wastes from Kura Tāwhiti will be encouraged;
  - (v) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of waterways; and
  - (vi) Te Rūnanga will be consulted about the siting and design of new huts or other buildings, and particular regard had to its views.
- (b) Accurate portrayal of Ngāi Tahu's association with Kura Tāwhiti**
- (i) The Department will ensure, as far as reasonably practicable, that Ngāi Tahu's association with Kura Tāwhiti is accurately portrayed in all of its new public information and interpretative material; and
  - (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable, will only use Ngāi Tahu cultural information with the consent of Te Rūnanga.
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**
- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
  - (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and particular regard will be had to its relevant policies, including those

  
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TŌPUNI FOR KURA TĀWITI (CASTLE HILL)

relating to Koiwi Tangata (unidentified human remains) and  
Archaeological and Rock Art Sites.

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**ATTACHMENT 12.141**  
**TŌPUNI FOR KAHURANGI, WEST COAST**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the area known as Kahurangi, located in Kahurangi National Park, as shown on Allocation Plan MS 21 (SO Plan15490).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Kahurangi as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 Kahurangi is a tremendously significant land mark to Ngāi Tahu, marking the extreme north western point of the tribal Takiwā. It is a distinctive and easily recognisable physical boundary marker. The name 'Kahurangi', which, in full, is said to be 'Te Kahu o te Rangi' ('the blue skies of Rangi'), refers to the temperate climate of this part of the coast, which is noted for its clear skies.
- 3.2 Kahurangi was a natural landing point for seafarers travelling south by waka, to prepare for the next stage along a section of coastline that had very few safe anchorages or landing sites. Such tauranga waka (landing places) represent the intimate knowledge the tūpuna (ancestors) had of navigation, river routes, safe harbours and landing places, and the locations of food and other resources. The traditional mobile lifestyle of the people led to their dependence on the resources of the land. Knowledge of these routes and trails continue to be held by whānau and hapū and are regarded as taonga.
- 3.3 To Ngāi Tahu, Kahurangi is an important expression of the iwi's mana over the vast tract of land to the south. Its significance in this respect is to be marked by the construction of a pou whenua (boundary marker). Ngāi Tahu have expended great effort and human sacrifice over many generations to maintain the security and integrity of their Takiwā.
- 3.4 The mauri of Kahurangi represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are

related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with Kahurangi.

#### **4 Specific Principles Relating to Area**

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Kahurangi;
- (b) Accurate portrayal of Ngāi Tahu's association with Kahurangi; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

#### **5 Actions by the Director-General of Conservation in relation to the Specific Principles**

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Encouragement of respect for Ngāi Tahu's association with Kahurangi**
  - (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Kahurangi;
  - (ii) A review of conditions to be applied generally to new concessions will be undertaken;
  - (iii) The removal of all rubbish and wastes from Kahurangi will be encouraged;
  - (iv) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of waterways; and
  - (v) Te Rūnanga will be consulted about the siting and design of new buildings and structures, and particular regard had to its views.

## TŌPUNI FOR KAHURANGI, WEST COAST

**(b) Accurate portrayal of Ngāi Tahu's association with Kahurangi**

- (i) The Department will ensure, as far as reasonably practicable that Ngāi Tahu's association with Kahurangi is accurately portrayed in all of its new public information and interpretative material; and
- (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable will only use Ngāi Tahu's cultural information with the consent of Te Rūnanga.

**(c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**

- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and particular regard will be had to its relevant policies, including those relating to Kōiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.

  
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**ATTACHMENT 12.142**  
**TŌPUNI FOR MAUKAATUA SCENIC RESERVE, OTAGO**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the area known as Maukaatua located west of the Taieri Plains, as shown on Allocation Plan MS 23 (SO Plan 24679).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Maukaatua as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 Maukaatua is an ancient name brought to Te Wai Pounamu from distant homelands, and is one of a number of Māori place names that reappear in a recognisably similar form throughout the Pacific Islands and into Indonesia. The name thus serves as a reminder of the links between Ngāi Tahu and their whanaunga of Te Moana Nui a Kiwa (The Great Ocean of Kiwa - the Pacific Ocean).
- 3.2 Maukaatua stands guard over the interior of Otago and is a dominant feature, visible from many vantage points. Travellers by sea, along the Lower Taieri, travelling inland either side of Maukaatua or returning to the coast from inland could not escape the gaze of Maukaatua. The maunga (mountain) is imbued with spiritual qualities that were respected by the tūpuna (ancestors). The maunga was likened to a sleeping giant and was said to be the source of strange noises in particular winds or climatic conditions.
- 3.3 Maukaatua once sheltered kainga (villages) within close proximity of its base, including one based at Whakaraupuka. The tūpuna had considerable knowledge of places for gathering kai and other tāonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.4 An urupā (burial site) is known to be located on the north shoulder of Maukaatua. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for

whānau traditions. These are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.

- 3.5 Te Rūnanga Ōtākou has manawhenua (tribal authority over land) and carries the responsibilities of kaitiaki in relation to it. The Rūnanga is represented by the tribal structure, Te Rūnanga o Ngāi Tahu.
- 3.6 The mauri of Maukaatua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

#### **4 Specific Principles Relating to Area**

The following specific principles are directed at the Minister of Conservation avoiding harm to or the diminishing of the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Maukaatua;
- (b) Accurate portrayal of Ngāi Tahu's association with Maukaatua; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

#### **5 Actions by the Director-General of Conservation in relation to the Specific Principles**

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Encouragement of respect for Ngāi Tahu's association with Maukaatua**
  - (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values, including the tapu nature of urupa, and the existence of the Tōpuni over Maukaatua;
  - (ii) A review of conditions to be applied generally to new concessions will be undertaken;
  - (iii) The removal of all rubbish and wastes from Maukaatua will be encouraged;



## TŌPUNI FOR MAUKAATUA SCENIC RESERVE, OTAGO

- (iv) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of waterways; and
- (v) Te Rūnanga will be consulted about the siting and design of new huts or other buildings, and particular regard had to its views.

**(b) Accurate portrayal of Ngāi Tahu's association with Maukaatua**

- (i) The Department will ensure, as far as reasonably practicable that Ngāi Tahu's association with Maukaatua is accurately portrayed in all of its new public information and interpretative material; and
- (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable will only use Ngāi Tahu cultural information with the consent of Te Rūnanga.

**(c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**

- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
- (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and have particular regard will be had to its relevant policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.

**ATTACHMENT 12.143**  
**TŌPUNI FOR RIPAPA ISLAND, LYTTLETON HARBOUR**  
*(Clause 12.5)*

**1 Description of Area**

The area over which the Tōpuni is to be created is the area known as Ripapa Island Historic Reserve located in Whakaraupō (Lyttelton Harbour), as shown on Allocation Plan MS 29 (SO Plan 19834).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.5.3 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional values relating to Ripapa as set out below.

**3 Te Rūnanga's Statement of Ngāi Tahu Values Relating to Area**

- 3.1 Ripapa is significant to Ngāi Tahu, particularly the rūnanga of Canterbury and Banks Peninsula, for its many urupā (burial places). Urupā are the resting places of Ngāi Tahu tūpuna (ancestors) and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.
- 3.2 Ripapa was also a pā (fortress) of Taununu, a leading Ngāi Tahu warrior prominent during the 1820s. Taununu was a Kaikoura chief who had decided to live at Kaiapoi. However, after settling at Kaiapoi, Taununu saw that Ripapa was a better place to live, so he and his people moved on and settled on the island. Taununu fortified Ripapa Island to withstand attacks from tribes armed with muskets.
- 3.3 Taununu eventually became involved in an inter-tribal war and attacked a village at Te Taumutu. Because the Taumutu people were connected to the southern hapū of Ngāi Tahu, a chieftainess and seer called Hine-Haaka was sent south from Te Taumutu to seek reinforcements. Tradition tells that when Hine-Haaka arrived at Ruapuke, near Stewart Island, she composed a song telling Taununu to weep as in the morning he would be killed. Hine-Haaka's kai oreore (a chant that curses) ran thus:

Taununu of Bank's Peninsula

Weep for yourself

On the morning your bones will  
be transformed into fishhooks  
To be used in my fishing grounds to the South  
This is my retaliation, an avenging  
for your attacks  
All I need is one fish to take my bait

- 3.4 Taununu's pā was attacked from both sea and land by an alliance of related hapū from Southland, Otago and Kaiapoi. Hine-Haaka's vision was proved right. Taununu managed to escape this attack, but was later killed at Wairewa (Little River).
- 3.5 To end the hostilities between the two regions, the southern chiefs arranged for the daughter of Hine-Haaka, Makei Te Kura, to marry into one of the families of Rapaki Ngāi Tahu. This union took place in the mid-1800s, and peace was cemented between Rapaki and Murihiku Ngāi Tahu.
- 3.6 For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity and solidarity, and document the events which shaped Ngāi Tahu as an iwi.

#### **4 Specific Principles Relating to Area**

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu Values related to the Tōpuni:

- (a) Encouragement of respect for Ngāi Tahu's association with Ripapa;
- (b) Accurate portrayal of Ngāi Tahu's association with Ripapa; and
- (c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites.

#### **5 Actions by the Director-General of Conservation in Relation to the Specific Principles**

Pursuant to clause 12.5.10 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

**(a) Encouragement of respect for Ngāi Tahu's association with Ripapa**

- (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Ngāi Tahu values and the existence of the Tōpuni over Ripapa;
- (ii) Educational material will be made available to visitors to Ripapa only explaining that activities such as picnicing on urupā sites denigrates their tapu status;
- (iii) A review will be undertaken of conditions to be applied generally to new concessions;
- (iv) The removal of all rubbish and wastes from Ripapa will be encouraged;
- (v) The Department will ensure, as far as reasonably practicable, that it disposes of waste, particularly human waste, in a way that minimises the risk of contamination of Whakaraupō (Lyttelton Harbour); and
- (vi) Te Rūnanga will be consulted about the siting and design of new structures, and particular regard had to its views.

**(b) Accurate portrayal of Ngāi Tahu's association with Ripapa**

- (i) The Department will ensure, as far as reasonably practicable, that Ngāi Tahu's association with Ripapa is accurately portrayed in all of its new public information and interpretative material; and
- (ii) The Department will consult with Te Rūnanga in the provision of its new public information or interpretative material, and as far as reasonably practicable, will only use Ngāi Tahu's cultural information with the consent of Te Rūnanga.

**(c) Recognition of Ngāi Tahu's relationship with wāhi tapu and wāhi taonga, including archaeological sites**

- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Rūnanga will be consulted and particular regard will be had to its relevant policies, including those



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TŌPUNI FOR RIPAPA ISLAND, LYTTLETON HARBOUR

relating to Koiwi Tangata (unidentified human remains) and  
Archaeological and Rock Art Sites.

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## FORM OF NOHOANGA ENTITLEMENT

**ATTACHMENT 12.144**  
**FORM OF NOHOANGA ENTITLEMENT**  
*(Clause 12.7)*

Created on [*insert date*]

**PARTIES**

- (1) TE RŪNANGA O NGĀI TAHU (*Te Rūnanga*).
- (2) HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND acting by the [*Land Holding Minister*] and the Minister of Māori Affairs (*the Crown*).

**BACKGROUND**

- A. On [*insert date*] the Crown and Te Rūnanga entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all the historical claims of Ngāi Tahu Whānui.
- B. Pursuant to the provisions of the Deed of Settlement on [*insert date*] Settlement Legislation came into force which provided for the creation of Nohoanga Entitlements on the terms set out in the Deed of Settlement.

**THE PARTIES agree as follows:****1 INTERPRETATION**

- 1.1 Terms defined in the Deed of Settlement and Settlement Legislation will have the same meaning in this Entitlement.
- 1.2 [*Insert other definitions as required by specific Entitlement*].

**2 ENTITLEMENT LAND**

The area which is the subject of this Entitlement is [*insert description of site and/or attach plans/map*] (the “entitlement land”) being adjacent to [*insert name of lake/river*] (the “Waterway”).

**3 CREATION OF ENTITLEMENT**

The Crown hereby creates in favour of Te Rūnanga an entitlement to temporarily and exclusively occupy the entitlement land on a non-commercial basis for the purposes of permitting members of Ngāi Tahu Whānui to have access to the Waterway for lawful fishing and gathering of other natural resources, on the terms and conditions set out in this Entitlement.



## FORM OF NOHOANGA ENTITLEMENT

**4 TERMS OF ENTITLEMENT****4.1 Length of Entitlement**

The initial term of this Entitlement shall be a period of ten years from *[insert date]*.

**4.2 Entitlement shall be renewed**

Unless terminated pursuant to *clause 5*, this Entitlement shall be renewed at the expiry of its term at the option of Te Rūnanga for further terms of ten years each.

**4.3 Entitlement Period**

Te Rūnanga may occupy the entitlement land to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute undertaking their normal functions in relation to the entitlement land) for an aggregate of up to 210 days in any calendar year (such days to exclude any day from 1 May to 15 August inclusive).

**4.4 Temporary camping shelters**

Te Rūnanga may erect camping shelters or similar temporary dwellings during the period or periods that the right to occupy temporarily the entitlement land under *clause 4.3* is being exercised, provided that Te Rūnanga shall be obliged to:

4.4.1 remove such camping shelters or temporary dwellings at any time that the right to temporarily occupy the entitlement land is not being exercised; and

4.4.2 leave the entitlement land in substantially the same condition as it was prior to the period that the right to temporarily occupy was exercised, except for temporary effects normally associated with this type of occupation.

**4.5 Activities on Entitlement Land**

Notwithstanding *clause 4.4*, but subject to *clauses 4.5.1 to 4.5.4* and *4.7*, Te Rūnanga may, with the consent of the Landholding Minister undertake such activities on the entitlement land which may be reasonably necessary to enable the entitlement land to be used for the purposes set out in *clause 3*, provided that:

4.5.1 the giving of consent by the Landholding Minister pursuant to this *clause 4.5* shall be completely at his or her discretion and subject to such conditions as he or she thinks fit;

4.5.2 where the entitlement land is land held under the Conservation Act 1987 or any Act in the First Schedule to that Act the Landholding Minister may, in considering whether to give consent pursuant to this *clause 4.5*,

## FORM OF NOHOANGA ENTITLEMENT

require an environmental impact report and audit of that report at Te Rūnanga's expense, and impose conditions to avoid, remedy or mitigate any adverse effects of the activity on the entitlement land and the surrounding land or on any wildlife;

4.5.3 when applying for any consent under this *clause 4.5* Te Rūnanga shall provide to the Landholding Minister details of the proposed activity including but not limited to:

- (i) the effect of the activity on the entitlement land and, where the entitlement land is land held under the Conservation Act 1978 or any Act in the First Schedule to that Act, on the surrounding land and upon any wildlife;
- (ii) any proposed measures by Te Rūnanga to avoid, remedy or mitigate any adverse effects;

4.5.4 provided that the Crown has complied with its obligations under this Entitlement, it shall not be obliged to compensate Te Rūnanga for any activities undertaken by Te Rūnanga pursuant to this *clause 4.5*, whether on termination of this Entitlement or at any other time.

#### 4.6 Continuing Public Access

The creation by the Crown and exercise by Te Rūnanga of this Entitlement shall not impede public access along the Waterway.

#### 4.7 Compliance with laws

Te Rūnanga, and any activity carried on by Te Rūnanga on the entitlement land, will be subject to existing laws, bylaws and regulations and land and water management practices from time to time relating to the entitlement land.

#### 4.8 Notification of Activities

In carrying out land and water management and practices relating to the entitlement land, the responsible Crown Agency will have regard to the existence of this Entitlement and will notify Te Rūnanga of any activity which may affect Te Rūnanga, and will avoid unreasonable disruption to Te Rūnanga or any subentitlement holder pursuant to *clause 4.1.0*.

  
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#### 4.9 Entitlement Assignable

Te Rūnanga's rights under this Entitlement may be assigned by Te Rūnanga to any one of the following entities:

Te Rūnanga o Kaikoura  
Te Ngāi Tuahuriri Rūnanga  
Rapaki Rūnanga  
Te Rūnanga o Koukourarata  
Wairewa Rūnanga  
Te Rūnanga o Onuku  
Taumutu Rūnanga  
Te Rūnanga o Arowhenua  
Te Rūnanga o Waihao  
Te Rūnanga o Moeraki  
Kati Huirapa ki Puketeraki  
Te Rūnanga o Ōtākou  
Waihopai Rūnanga  
Te Rūnanga o Awarua  
Te Rūnanga o Oraka Aparima  
Hokonui Runaka  
Te Rūnanga o Te Koeti Turanga  
Te Runaka o Kati Waewae

provided that:

- (a) Te Rūnanga shall, prior to any assignment, give to the Crown written notice of its intention to assign its rights under a Nohoanga Entitlement, including the contact details of the person or persons responsible for the receipt of notices in respect of the Nohoanga Entitlement;
- (b) any such assignment is without prejudice to the Crown's rights, powers and remedies against Te Rūnanga under the Nohoanga Entitlement.

#### 4.10 Grant of Sub-Entitlements

Te Rūnanga may grant sub-entitlements to members of Ngāi Tahu Whānui in respect of this Entitlement, so long as each sub-entitlement is consistent with the terms of this Entitlement. The Crown's obligations to notify Te Rūnanga of any matter pursuant to this Entitlement shall not extend to any sub-entitlement holder. On termination of this Entitlement any such sub-entitlement shall automatically be terminated.

## FORM OF NOHOANGA ENTITLEMENT

**4.11 Enforceability**

- 4.11.1 During the term of this Entitlement and while Te Rūnanga is occupying the entitlement land pursuant to the terms of this Entitlement, it shall be enforceable by Te Rūnanga against third parties (but not against the Crown) as if it was the owner of the entitlement land.
- 4.11.2 The Crown is not obliged to enforce the rights of Te Rūnanga under this Entitlement against third parties on behalf of Te Rūnanga.

**4.12 Right to Alienate Adjacent Land**

The existence of this Entitlement will not restrict the Crown's right to alienate either the entitlement land or land adjacent to the entitlement land or adjacent to the Waterway next to which the entitlement land is situated.

**4.13 Access Ensured**

If the Crown alienates or amends the classification or status of land adjacent to the entitlement land with the result that lawful access to the entitlement land no longer exists, the Crown will, subject to its obligations to comply with any statutory or regulatory requirements, ensure that Te Rūnanga continues to have the same type of access to the entitlement land as existed prior to such alienation or change of classification or status, unless and until this Entitlement is terminated pursuant to *clause 5*.

**4.14 Suspension of Entitlement**

Subject to *clause 4.8*, this Entitlement may be suspended at any time at the discretion of the Crown Agency administering or responsible for the entitlement land, after consulting with Te Rūnanga and having particular regard to its views, if thought necessary for reasons of management in accordance with the purposes for which the land is held. Notwithstanding *clause 4.3*, if this Entitlement is suspended, Te Rūnanga may use the entitlement land outside the entitlement period described in *clause 4.3* for a time equal to the period of suspension.

**4.15 Service Charges**

Te Rūnanga will be responsible for and pay any specified charges pursuant to the Rating Powers Act 1988 for services to the entitlement land provided by local authorities.

**5 TERMINATION****5.1 Breach of Terms of Entitlement**

- 5.1.1 Subject to *clause 5.1.4* below, if Te Rūnanga, or any permitted assignee or any person to whom a sub-entitlement has been granted pursuant to *clause 4.10*, defaults in performing any of its obligations under this Entitlement, and such default is capable of remedy, the Crown may give written notice to Te Rūnanga

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## FORM OF NOHOANGA ENTITLEMENT

specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances).

- 5.1.2 Unless within 41 Business Days after the giving of notice pursuant to *clause 5.1.1* the default specified in the notice has been remedied or appropriate action has been taken to remedy the default as required in the notice given pursuant to *clause 5.1.1* the Crown may immediately terminate this Entitlement by notice in writing to Te Rūnanga.
- 5.1.3 If the default is not one which is capable of remedy the Crown may immediately terminate this Entitlement by notice in writing to Te Rūnanga.
- 5.1.4 On termination of this Entitlement pursuant to *clauses 5.1.2* or *5.1.3*, Te Rūnanga shall be entitled to apply to the Minister of Māori Affairs for a replacement Entitlement after the expiry of two years from the date of termination of this Entitlement.

This *clause 5.1.4* shall survive the termination of this Entitlement.

## 5.2 Termination for other reasons

The Crown may terminate this Entitlement if:

- (a) the Crown alienates the entitlement land; or
- (b) the entitlement land is destroyed or permanently detrimentally affected by any natural cause; or
- (c) it is a condition of this Entitlement set out in *clause 6* that the entitlement land is reserve land which may be required by the Crown for the specific purpose for which it was originally set apart as a reserve; or
- (d) subject to *clause 4.13*, if lawful access to the entitlement land no longer exists.

## 6 OTHER MATTERS

### 6.1 Rights of Third Parties

Pursuant to section [ ] [*equivalent of clause 12.7.13*] of the Settlement Legislation, unless expressly provided in this Entitlement, the existence of this Entitlement will not affect the lawful rights or interests of any third party from time to time.

### 6.2 Limitation of Rights



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## FORM OF NOHOANGA ENTITLEMENT

Pursuant to section [ ] [*equivalent of clause 12.7.14*] of the Settlement Legislation, unless expressly provided in this Entitlement, the existence of this Entitlement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the entitlement land.

**7 SPECIAL CONDITIONS**

[*including special purpose specification*]

**SIGNED** for and on behalf of **HER MAJESTY** )  
**THE QUEEN** in right of New Zealand by [ ] )  
 Minister of Conservation in the presence of: ) \_\_\_\_\_  
 [ ]

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Occupation

\_\_\_\_\_  
 Address

**THE SEAL** of **TE RŪNANGA O NGĀI TAHU** )  
 was affixed to this document in the presence of: )

\_\_\_\_\_  
 TE RŪNANGA Representative

\_\_\_\_\_  
 Secretary

## NOHOANGA SITES

**ATTACHMENT 12.145**  
**SITES OVER WHICH A NOHOANGA ENTITLEMENT**  
**WILL BE CREATED**  
*(Clause 12.7)*

**PART A:**

## NOHOANGA SITES

## OTAGO

#	Waterway	Site	Legal description/Allocation Plan	Special conditions
1	Taieri River	Paerau Reservoir	1.0 hectares, more or less, being part of Section 8, Blk 1, Loganburn SD (SO 970)  Subject to survey as shown on Allocation Plan MN 453 (SO Plan 24704)	
2	Taieri River	Loganburn	1.0 hectares, more or less, being part of Section 2, Blk IV, Serpentine SD (SO 1486)  Subject to survey as shown on Allocation Plan MN 454 (SO Plan 24667)	

## NOHOANGA SITES

#	Waterway	Site	Legal description/Allocation Plan	Special conditions
3	Waitaki River	Waitaki River Mouth	1.0 hectares, more or less, being part of Part Section 53, Blk VIII, Papakaio SD, (SO 1400)  Subject to survey as shown on Allocation Plan MN 450 (SO Plan 24670)	
4	Lower Clutha	Te Kowhai Beaumont Bridge	1.0 hectares, more or less, being Crown Land adjoining Section 11 Block IV, Beaumont SD, (SO 150)  Crown land, no registration. Subject to survey as shown on Allocation Plan MN 451 (SO Plan 24669)	
5	Lower Clutha	Kaitangata Site	1.0 hectares, more or less, being part of Sections 5 to 7, Block II, North Molyneux SD ( DP 4896)  Part Gazette Notice 600374/1. Subject to survey as shown on Allocation Plan MN 452 (SO Plan 24673)	
6	Lake Hawea	Lake Hawea – Western Shore	1.0 hectares, more or less, being part of Part Recreation Reserve, Mid Hawea Survey District (SO 16522)  Part NZ Gazette 1891 page 1049. Subject to survey as shown on Allocation Plan MN 447 (SO Plan 24674)	
7	Lake Hawea	Adjoining Hawea Camping Ground	1.0 hectares, more or less, being part of Section 1, Blk II, Lower Hawea SD, (SO 13367)  Part Gazette Notice 328163 (NZ Gazette 1968 page 947) for Water Power Development. Subject to survey as shown on Allocation Plan MN 448 (SO Plan 24676)	Subject to operating easement.  No dogs.

HC  


NOHOANGA SITES

#	Waterway	Site	Legal description/Allocation Plan	Special conditions
8	Lake Wanaka	Waterfall Creek	1.0 hectares, more or less, being part of Section 1, Blk XIII, Lower Wanaka SD (SO 962)  Part NZ Gazette 1886 page 209 (classified by Gazette Notice 599665/1, NZ Gazette 1983 page 2176) for Recreation Purposes. Subject to survey as shown on Allocation Plan MN 71 (SO Plan 24684)	
9	Lake Wanaka	Dublin Bay	1.0 hectares, more or less, being part of Section 31, Blk V, Lower Wanaka SD (SO 17404)  Part Certificate of Title 13D/754. Subject to survey as shown on Allocation Plan MN 449 (SO Plan 24671)	
10	Waianakarua River	Glencoe Reserve	1.0 hectares, more or less, being part of Lot 3, DP 4745  Part Certificate of Title 279/125. Subject to survey as shown on Allocation Plan MN 167 (SO Plan 24706)	
11	Taieri River	Taieri River off Murray Road	1.4 hectares, more or less, being Section 17, Block XII, Strath Taieri SD (SO 19864)  Subject to survey as shown on Allocation Plan MN 477 (SO Plan 24705)	
12	Waitaki River	Upstream of bridge site	1.0 hectares, more or less, being Crown land adjoining, Part Section 47, Blk VIII, Papakaio SD (SO 1400)  Subject to survey as shown on Allocation Plan MN 479 (SO Plan 24672)	Campers will be required to obtain and produce on demand a certificate certifying that any dog on the site is free of all diseases.

## NOHOANGA SITES

#	<i>Waterway</i>	<i>Site</i>	<i>Legal description/Allocation Plan</i>	<i>Special conditions</i>
13	Lake Hawea	Timaru Creek	1.0 hectares, more or less, being part of Sec 3 Blk XIV Mid Hawea SD (SO 17340)  Part Gazette Notice 385850 (NZ Gazette 1972 page 976) for Water Power Development, secondary use – Recreation Purposes. Subject to survey as shown on Allocation Plan MN 456 (SO Plan 24675)	Subject to operating easement.  Subject to continued use in emergencies as a rural firefighting base.  No dogs in December and January. At other times of the year, campers will be required to obtain and product on demand a certificate certifying that any dog on the site is free of all diseases.
14	Hawea River	Albert Town Recreation Reserve (camping area)	1.0 hectares, more or less, being part of Section 52 Blk V Lower Wanaka SD  Part Certificate of Title 13D/754 for recreation purposes. Subject to survey as shown on Allocation Plan MN 476 (SO Plan 24683)	
15	Upper Clutha River	Clutha River Island	1.0 hectares, more or less, being part of Clutha River bed Blk III Tarras SD  Subject to survey as shown on Allocation Plan MN 461 (SO Plan 24681)	



## NOHOANGA SITES

#	Waterway	Site	Legal description/Allocation Plan	Special conditions
16	Upper Clutha River	McNulty Point	1.0 hectares, more or less, being part of Sec I SO 23940  Part Gazette Notices 924201 (NZ Gazette 1997 page 139) and 926769 (NZ Gazette 1997 page 602). Subject to survey as shown on Allocation Plan MN 462 (SO Plan 24685)	Subject to operating easement.  No dogs in December and January. At other times of the year, campers will be required to obtain and produce on demand a certificate certifying that any dog on the site is free of all diseases.
17	Shotover River	Tuckers Beach	1.0 hectares, more or less, being part of Section 92 Blk II Shotover SD (SO Plan 18180)  Part of Gazette Notice 445904/1 (NZ Gazette 1975 page 1863), subject to rights to convey water and electricity with incidental rights over parts within land marked A and B on diagrams annexed to Deed of Easement embodied in the Register as Certificate of Title 15A/504 and Certificate of Title 15B/529.  Subject to survey as shown on Allocation Plan MN 463 (SO Plan 24668)	The entitlement will run from 1 September to 16 May.
18	Shotover River	Māori Point	1.0 hectares, more or less, being Part Run 27 Block XI Skippers Creek SD  Subject to survey as shown on Allocation Plan MN 464 (SO Plan 24682)	

## NOHOANGA SITES

#	<i>Waterway</i>	<i>Site</i>	<i>Legal description/Allocation Plan</i>	<i>Special conditions</i>
19	Lake Wakatipu	Wye Creek	1.0 hectares, more or less, being part of Section 9, Block V, Coneburn Survey District (SO 22367)  Subject to survey as shown on Allocation Plan MN 502 (SO Plan 24678)	

## WEST COAST

#	<i>Waterway</i>	<i>Site</i>	<i>Legal description</i>	<i>Special conditions</i>
20	Punakaiki River	Land adjacent to river	1.5 hectares, approximately, being Part Rural Section 6382. Subject to Section 62 Conservation Act 1987. Subject to survey as shown on Allocation Plan MN 158 (SO 12476).	No domestic animals.
21	Mikonui River	Adjacent Highway – North Bank	0.4800 hectares, approximately, being Crown Land. Subject to Section 62, Conservation Act 1987. Subject to survey as shown on Allocation Plan MN 159 (SO 12477).	
22	Okuru River	Adjacent to Waiaototo River	1.0000 hectare, approximately, being Part Reserve 320. Subject to the Land Act 1948. Subject to survey as shown on Allocation Plan MN 165 (SO 12481).	
23	Pororari River	Crown land accretion	1.0 hectares, approximately, being Part Sea Bed. Subject to survey as shown on Allocation Plan MN 185 (SO 15491).	No domestic animals.
24	Waita River and Maori Lakes	Maori Lakes/ Waita River	1.0 hectare, approximately, being Part Reserve 328. Subject to Section 62, Conservation Act 1987. Subject to survey as shown on Allocation Plan MS 250 (SO 12482).	

## NOHOANGA SITES

#	<i>Waterway</i>	<i>Site</i>	<i>Legal description</i>	<i>Special conditions</i>
25	Taramakau River	Land adjacent to Taramakau River	1.0000 hectares, approximately, being Part Bed of Taramakau River and Part Reserve 706. Subject to Section 62, Conservation Act 1987. Subject to survey as shown on Allocation Plan MN 251 (SO 12483).	
26	Waiatoto Lagoon	South Bank	1.0 hectares, approximately, being Part Reserve 662. Subject to Section 62, Conservation Act 1987. Subject to survey as shown on Allocation Plan MN 252 (SO 12484).	
27	Mikonui River	South Bank	1.0 hectare, approximately, being Crown Land adjoining Legal Road fronting Part Reserve 195 (SO 5505). Subject to Section 62, Conservation Act 1987. Subject to survey as shown on Allocation Plan MN 497 (SO 12490).	
28	Karangarua River and estuary	Karangarua River	1.0 hectares, approximately, being Crown Land. Subject to the Land Act 1948. Subject to survey as shown on Allocation Plan MN 160 (SO 12478).	No domestic animals.
29	Cascade River	Cascade	1.0 hectares, approximately, being Part Reserve 1692. Subject to Section 62, Conservation Act 1987. Subject to survey as shown on Allocation Plan MN 163 (SO 12479).	No domestic animals.
30	Lake Haupiri	Lake Haupiri	1.0 hectare, approximately, being Part Section 1 SO 12366. Part New Zealand Gazette 1997 page 882. Subject to survey as shown on Allocation Plan MN 164 (SO 12480).	
31	Waiatoto Lagoon	North Bank Waiatoto River	1.0 hectares, approximately, being Crown Land. Subject to Section 62 Conservation Act 1987. Subject to survey as shown on Allocation Plan MN 498 (SO 12491).	

## NOHOANGA SITES

#	Waterway	Site	Legal description	Special conditions
32	Lake Brunner	Moana	2023 square metres, more or less, being Reserve 1212 (SO 3323). Subject to the Land Act 1948. As shown on Allocation Plan MN 438 (SO 12485).	
33	Lady Lake	Area adjacent to Lady Lake	1.5 hectares, approximately, being Part Rural Section 6110. Part New Zealand Gazette 1984 page 350. Subject to survey as shown on Allocation Plan MN 439 (SO 12486).	No domestic animals.
34	Lake Kaniere	Kaniere	1.0 hectare, approximately, being Part Rural Sections 2233 and 2017. Part New Zealand Gazette 1989 page 309. Subject to survey as shown on Allocation Plan MN 440 (SO 12487).	No domestic animals.
35	Mahitahi River	Mahitahi River	(a) 2023 square metres, more or less, being Reserve 1217. Part New Zealand Gazette 1937 page 2467.  (b) 1012 square metres, more or less, being Section 12, Town of Weld, subject to the Land Act 1948.  Both as shown on Allocation Plan MN 442 (SO 12488).	No domestic animals.
36	Okarito Lagoon/River	Okarito	1.0 hectares, approximately, being Part Section 1 SO 12157. Subject to Section 62, Conservation Act 1987. Subject to survey as shown on Allocation Plan MN 443 (SO 12489).	No domestic animals.

## NOHOANGA SITES

**SOUTHLAND**

#	<i>Waterway</i>	<i>Site</i>	<i>Legal description</i>	<i>Special conditions</i>
37	Waikawa River/ Harbour	Waikawa River	3085 square metres, more or less, being part Section 42, Town of Niagara comprised in New Zealand Gazette 1982 page 1953 (Document 084684.1 Southland Registry). Subject to survey as shown on Allocation Plan MN 260 (SO 12247).	Public access to the river along existing track to continue.
38	Oreti River	Junction of Oreti River and Irthing Stream	1.0 hectare, more or less, being part Section 136, Eyre Survey District (SO 1). Subject to survey as shown on Allocation Plan MN 263 (SO 12248).	
39	Waiau River and Lagoon	Waiau River	1.0 hectare, more or less, being part Section 10 and Part Waiau Riverbed Block I, Alton Survey District (SO 2840). Subject to survey as shown on Allocation Plan MN 90 (SO 12236).	
40	Waiau River and Lagoon	Waiau River	1.0 hectare, more or less, being part Sections 7 and 7A, Block XV, Longwood Survey District (SOs 2021 and 3726). Subject to survey as shown on Allocation Plan MN 444 (SO 12253).	
41	Waiau River	Waiau River (Queen's Reach)	1.0 hectare, more or less, being part Section 25, Block II, Manapouri Survey District (SO 10887). Subject to survey as shown on Allocation Plan MN 258 (SO 12245).	

## NOHOANGA SITES

#	<i>Waterway</i>	<i>Site</i>	<i>Legal description</i>	<i>Special conditions</i>
42	Lake Manapouri	Lake Manapouri	1.0 hectare, more or less, being Part bed Lake Manapouri adjoining legal road fronting Crown Land, Block X, Town of Manapouri (SO 2157). Subject to survey as shown on Allocation Plan MN 73 (SO 12234).	
43	Mavora Lakes	Mavora Lakes	1.0 hectare, more or less, being part Run 568 (SO 6800). Subject to survey as shown on Allocation Plan MN 77 (SO 12235).	
44	Waikaia River	Piano Flat	5800 square metres, more or less, being Sections 8, 9, 10, 11 and Part Section 7, Block VI, Gap Survey District (SO 6837). Subject to survey as shown on Allocation Plan MN 259 (SO 12246).	
45	Lake Te Anau	Lake Mistletoe	1.0 hectare, more or less, being part Section 6, Block III, Eglington Survey District (SO 6989). Subject to survey as shown on Allocation Plan MN 446 (SO 12254).	
46	Mataura River	Ardlussa	1.0 hectare, more or less, being parts Crown Land, Mataura Riverbed and unformed legal road, Block III, Wendonside Survey District. Subject to survey as shown on Allocation Plan MN 475 (SO 12255).	

## NOHOANGA SITES

#	Waterway	Site	Legal description	Special conditions
47	Lake Te Anau	Lake Te Anau (9 Mile Creek)	1.0 hectares, more or less, being part Run 301B (SO 4685). Subject to survey as shown on Allocation Plan MN 486 (SO 12256).	

## CANTERBURY

#	Waterway	Site	Legal description	Special conditions
48	Ohau River	Ohau River	1.0 hectare, approximately, being Part (Ohau) Riverbed (SO 16047). Part New Zealand Gazette 1993 page 3019 (Document No. GN A78078/1 Canterbury Registry). Subject to survey as shown on Allocation Plan MN 151 (SO 19861).	Subject to operating easement.
49	Ohau River	Ohau River	1.0 hectare, approximately, being Part RS 36867 (SOs 5620 and 5621). Part Certificate of Title 26F/698 (Canterbury Registry). Subject to survey as shown on Allocation Plan MN 469 (SO 19883).	Subject to operating easement.
50	Pareora River	Pareora River	1.0 hectare, approximately, being Part Reserve 3571 (SO 1064). Part New Zealand Gazette 1985 page 2090 (Document No. GN 553820/1 Canterbury Registry). Subject to survey as shown on Allocation Plan MN 465 (SO 19879).	Nohoanga may be terminated in order for site to be used for the purpose for which it was reserved (flood protection).  No domestic animals.

## NOHOANGA SITES

#	<i>Waterway</i>	<i>Site</i>	<i>Legal description</i>	<i>Special conditions</i>
51	Pareora River	Pareora River	1.0 hectare, approximately, being Parts Reserve 3577 (SO 1064) and part bed Motukaika River. Part in part New Zealand Gazette 1902 page 2559. Subject to survey as shown on Allocation Plan MN 466 (SO 19880).	Nohoanga may be terminated in order for site to be used for the purpose for which it was reserved (flood protection).  No domestic animals.
52	Waihao River	Waihao River	1.0 hectare, approximately, being Part RS 41962 (SO 16307) and part bed Waihao River. Part in part New Zealand Gazette 1985 page 2090 (Document No. GN 553820/1 Canterbury Registry). Subject to survey as shown on Allocation Plan MN 84 (SO 19847).	Nohoanga may be terminated in order for site to be used for the purpose for which it was reserved (flood protection).  No domestic animals.
53	Waipara River	Waipara Rivermouth	1.0 hectare, approximately, being Part bed Waipara River opposite Lot 1 DP 17853. Subject to survey as shown on Allocation Plan MN 143 (SO 19860).	
54	Waipara River	Waipara River	1.0 hectare, approximately, being Part bed Waipara River adjoining legal road (Barnetts Road, Waipara). Subject to survey as shown hatched on Allocation Plan MN 468 (SO 19882).	



## NOHOANGA SITES

#	<i>Waterway</i>	<i>Site</i>	<i>Legal description</i>	<i>Special conditions</i>
55	Waiau Ua	Limestone Quarry Reserve, McMillan Road, Spotswood	1.0 hectare, approximately, being Parts (Two) Reserve 3215 (SO 1407). Part New Zealand Gazette 1898 page 1720. Subject to survey as shown on Allocation Plan MN 79 (SO 19845).	No domestic animals.
56	Hurunui River	Hurunui River	1.0 hectare, approximately, being Part Rural Section 40222. Part New Zealand Gazette 1972 page 2346. Subject to survey as shown on Allocation Plan MN 142 (SO 19859).	No domestic animals.
57	Lake Pukaki	Lake Pukaki	1.0 hectare, approximately, being Part Reserve 5195 (SO 9656). Part New Zealand Gazette 1978 page 538 (Document No. GN 171402/1 Canterbury Registry). Subject to survey as shown on Allocation Plan MN 68 (SO 19843).	Subject to operating easement.
58	Rakaia River	Rakaia River	1.0 hectare, approximately, being Part Reserve 3047 (BM 71). Part New Zealand Gazette 1898 page 245. Subject to survey as shown on Allocation Plan MN 80 (SO 19846).	No domestic animals.
59	Lake McGregor/ Whakarukumoana	Lake McGregor/ Whakarukumoana	5000 square metres, approximately, being Part Section 13 SO 18830. Part New Zealand Gazette 1996 page 4759. Subject to survey as shown on Allocation Plan MN 471 (SO 19884).	No domestic animals.

## NOHOANGA SITES

#	<i>Waterway</i>	<i>Site</i>	<i>Legal description</i>	<i>Special conditions</i>
60	Lake Alexandrina/ Takamoana	Lake Alexandrina/ Takamoana	1.0 hectare, approximately, being Part Section 14 SO 18830. Part New Zealand Gazette 1996 page 4759. Subject to survey as shown hatched on Allocation Plan MN 472 (SO 19885).	No domestic animals.
61	Lake Benmore	Otematapaio Recreation Reserve	1.0 hectare, more or less, being Part Section 3, Block V, Benmore Survey District (SO 18625). Part New Zealand Gazette 1977 page 2268. Subject to survey as shown on Allocation Plan MN 246 (SO 24711).	No domestic animals.
62	Lake Benmore	Lake Benmore (Haldon)	7000 square metres, approximately, being Part Reserve 1358 (SO 10143). Part New Zealand Gazette 1967 page 444. 3000 square metres, approximately, being Part Reserve 1358. Part New Zealand Gazette 1992 page 1986 (SO 15346). Subject to survey as shown on Allocation Plan MN 473 (SO 19886).	Subject to operating easement.  No domestic animals.
63	Lake Ohau	Lake Ohau	1 hectare, more or less, being Part Run 725, Campbell Survey District (SO Plan 12904). Subject to survey as shown on MN 69 (SO 24715). Subject to Section 62 of the Conservation Act 1987.	No domestic animals.
64	Lake Aviemore	Lake Aviemore (Otematata)	1.0 hectare, more or less, being Part Run 243E (SO 1344). Part New Zealand Gazette 1969 page 2260. Subject to survey as shown on Allocation Plan MN 434 (SO 24712).	Subject to operating easement.

HC  


## NOHOANGA SITES

#	<i>Waterway</i>	<i>Site</i>	<i>Legal description</i>	<i>Special conditions</i>
65	Ahuriri River	Ahuriri River	1.0 hectare, more or less, being Part Section 15, Block XII, Benmore Survey District (SO 21462). Subject to survey as shown on Allocation Plan MN 245 (SO 24710).	No domestic animals.
66	Waihao River	Waihao River	1.0 hectare, approximately, being Part Waihao Riverbed. Subject to survey as shown hatched on Allocation Plan MN 467 (SO 19881).	No domestic animals.
67	Tengawai River	Tengawai River	1.0 hectare, approximately, being Part Tengawai Riverbed. Subject to survey as shown on Allocation Plan MN 437 (SO 19878).	No domestic animals.
68	Rakaia River	Rakaia River	1.0 hectare, approximately, being Part Rakaia Riverbed. Subject to survey as shown hatched on Allocation Plan MN 489 (SO 19887).	No domestic animals.
69	Lake Sumner	Lake Sumner	1.0 hectare, approximately, being an area of Crown Land. Subject to survey as shown on Allocation Plan MN 435 (SO 19877).	No domestic animals.

## NOHOANGA SITES

**MARLBOROUGH**

<i>#</i>	<i>Waterway</i>	<i>Site</i>	<i>Legal description</i>	<i>Special conditions</i>
70	Waima (Ure) River	Waima (Ure) River	Area subject to survey, being Part of the Waima (Ure) Riverbed. Subject to survey as shown on Allocation Plan MN 433 (SO 7311).	
71	Hapuku River	Hapuku River	Area subject to survey, being Part of the Kowhai Riverbed adjacent to Legal Road. Subject to survey as shown on Allocation Plan MN 184 (SO 7309).	
72	Kowhai River	Kowhai Rivermouth	1.0 hectare, approximately being Crown Land and Closed Road, Block V, Mt Fyffe Survey District. Section 62 Conservation Act 1987. Subject to survey as shown on Allocation Plan MN 248 (SO 7310).	

## NOHOANGA SITES

**PART B:**

Entities to whom Te Rūnanga may assign Entitlements:

Te Rūnanga o Kaikoura  
Te Ngāi Tuahuriri Rūnanga  
Rapaki Rūnanga  
Te Rūnanga o Koukourarata  
Wairewa Rūnanga  
Te Rūnanga o Onuku  
Taumutu Rūnanga  
Te Rūnanga o Arowhenua  
Te Rūnanga o Waihao  
Te Rūnanga o Moeraki  
Kati Huirapa ki Puketeraki  
Te Rūnanga o Ōtākou  
Waihopai Rūnanga  
Te Rūnanga o Awarua  
Te Rūnanga o Oraka Aparima  
Hokonui Runaka  
Te Rūnanga o Te Koeti Turanga  
Te Runaka o Kati Waewae

A handwritten signature in black ink, appearing to be 'DH' with a stylized flourish above it.

PLACE NAMES

**ATTACHMENT 12.146**  
**LIST OF PLACE NAMES TO BE AMENDED**  
*(Clause 12.8)*

#	CURRENT NAME	AMENDED NAME	TOPO MAP 260 REFERENCE			
			Map	GR	Latitude	Longitude
	<b>WEST COAST</b>					
1	Westland National Park	Westland National Park/ Tai Poutini National Park	H36	740345	S 43° 34 00	E 170° 05 00
2	New River	New River/ Kaimata	J32	577503	S 42° 33 00	E 171° 09 00
3	Rocky Point	Rocky Point/ Tauotikirangi	J33	596164	S 42° 51 00	E 171° 10 00
4	Island Hill	Island Hill/ Tumuaki	J33	655237	S 42° 47 00	E 171° 14 00
5	The Doughboy	The Doughboy/ Kokiraki	J33	518079	S 42° 55 00	E 171° 04 00
6	Mount Harman	Mount Harman/ Kaniere	K33	763067	S 42° 56 00	E 171° 22 00
7	Browning Pass	Browning Pass/ Noti Raureka	K33	749050	S 42° 57 00	E 171° 21 00
8	Lake Browning	Lake Browning/ Whakarewa	K33	749054	S 42° 57 00	E 171° 20 00
9	Mount Upright	Mount Upright/ Te Taumata o Uekanuku	J33	591131	S 42° 52 00	E 171° 09 00
10	Refuge Island	Refuge Island/ Takataka	K32	846421	S 42° 37 00	E 171° 28 00
11	Seven Mile Creek	Seven Mile Creek/ Waimatuku	J31	649684	S 42° 23 00	E 171° 14 00
12	Nine Mile Creek	Nine Mile Creek/ Kotorepi	J31	663716	S 42° 21 00	E 171° 15 00
13	Ten Mile Creek	Ten Mile Creek/ Waianiwaniwa	J31	667732	S 42° 20 00	E 171° 16 00
14	Cave Creek	Cave Creek/ Kotihotiho	K30	758973	S 42° 07 00	E 171° 23 00
15	Gillespies Point	Gillespies Point/ Kōhahai	H35	542520	S 43° 24 00	E 169° 50 00
16	Jackson Bay <i>(Bay only)</i>	Jackson Bay/ Okahu	E37	630840	S 44° 38 00	E 168° 40 00
17	Fox Glacier <i>(Glacier only)</i>	Fox Glacier/ Te Moenga o Tuawe	H35	740410	S 43° 30 00	E 170° 05 00
18	Cook River	Cook River/ Weheka	G35	500475	S 43° 26 00	E 169° 47 00
19	Franz Josef <i>(Township)</i>	Franz Josef/ Waiau	H35	818538	S 43° 23 00	E 170° 11 00

PLACE NAMES

#	CURRENT NAME	AMENDED NAME	TOPO MAP 260 REFERENCE			
20	Franz Josef Glacier ( <i>Glacier only</i> )	Franz Josef Glacier/ Kā Roimata ō Hine Hukatere	H 35	830450	S 43° 28 00	E 170° 12 00
21	Lake Ianthe	Lake Ianthe/ Matahi	I34	160920	S 43° 03 00	E 170° 37 00
22	Mahināpua Creek	Mahināpua Creek/ Tūwharewhare	J33	424294	S 42° 44 00	E 170° 57 00
23	Alpine Lake	Alpine Lake / Ata Puai	H35	777650	S 43° 17 00	E 170° 08 00
24	Grey River	Grey River/ Māwheranui	J31	613613	S 42° 26 00	E 171° 11 00
25	Greenstone or Big Hohonu River	Greenstone River/ Hokonui	J32	636415	S 42° 37 00	E 171° 13 00
<b>KAIKOURA</b>						
26	White Bluffs	White Bluffs/ Te Parinui o Whiti	P28	058605	S 41°34 00	E 174° 09 00
27	Lake Grassmere	Lake Grassmere/ Kapara Te Hau	P29	070410	S 41°50 00	E 174° 10 00
<b>CANTERBURY</b>						
28	Mount Cook ( <i>Mountain</i> )	Aoraki/ Mount Cook	H36	793308	S 43° 36 00	E 170° 08 00
29	Mount Cook ( <i>Township</i> )	Aoraki/ Mount Cook	H36	764154	S 43° 44 00	E 170° 06 00
30	Avon River	Avon River / Otakaro	M35	880420	S 43° 32 00	E 172° 43 00
31	Southern Alps	Southern Alps/ Kā Tiritiri o te Moana	F39	744444	S 44° 20 00	E 168° 50 00
32	Lyttelton Harbour	Lyttelton Harbour/ Whakaraupo	N36	930335	S 43° 36 00	E 172° 48 00
33	Port Levy (Potiriwi)	Port Levy (Potiriwi)/ Koukourarata	N36	970320	S 43° 37 00	E 172° 50 00
34	Selwyn River	Selwyn River/ Waikirikiri	M36	650180	S 43° 45 00	E 172° 26 00
35	Coopers Lagoon	Coopers Lagoon/ Muriwai	M37	540042	S 43° 52 00	E 172° 18 00
36	Little Mount Peel	Little Mount Peel/ Huatekerekere	J37	664015	S 43° 53 00	E 171° 13 00
37	Mount Harper	Mount Harper/ Mahaanui	J36	529259	S 43° 40 00	E 171° 03 00
38	Mount Nimrod	Mount Nimrod/ Kaumira	J39	350390	S 44° 26 00	E 170° 48 00
39	Mackenzie Pass	Mackenzie Pass/ Manahuna	I38	190656	S 44°12 00	E 170° 37 00

## PLACE NAMES

#	CURRENT NAME	AMENDED NAME	TOPO MAP 260 REFERENCE			
40	Ashburton River	Ashburton River/Hakatere	L37	145833	S 44° 03 00	E 171° 49 00
	North Branch Ashburton River	North Branch Ashburton River/ Hakatere	K37	075017	S 43° 53 00	E 171° 43 00
	South Branch Ashburton River	South Branch Ashburton River/ Hakatere	K37	075017	S 43° 53 00	E 171° 43 00
41	Mount Herbert	Mount Herbert/ Te Ahu Patiki	M36	892242	S 43° 41 00	E 172° 45 00
42	Mount Grey	Mount Grey / Maukatere	M34	733877	S 43° 07 00	E 172° 33 00
43	Cam River	Cam River/ Ruataniwha	M35	818589	S 43° 23 00	E 172° 39 00
44	Estuary of the Heathcote and Avon Rivers	Estuary of the Heathcote and Avon Rivers/Ihutai	M36	883393	S 43° 34 00	E 172° 45 00
45	Ashley River	Ashley River/ Rakahuri	M35	870698	S 43° 17 00	E 172° 43 00
	<b>OTAGO</b>					
46	Mount Aspiring	Mount Aspiring/ Tititea	E39	698382	S 44° 23 00	E 168° 44 00
47	Dart River	Dart River/ Te Awa Whakatipu	E41	435860	S 44° 50 00	E 168° 22 00
48	Kurow Hill	Kurow Hill/ Te Kohurau	I40	075054	S 44° 44 00	E 170° 27 00
49	Pig Island	Pig Island/ Mātau	E41	477745	S 44° 57 00	E 168° 25 00
50	Pigeon Island	Pigeon Island/ Wāwāhi Waka	E41	465770	S 44° 55 00	E 168° 24 00
51	Mount Alfred	Mount Alfred/ Ari	E40	429953	S 44° 45 00	E 168° 22 00
52	Mount Earnslaw	Mount Earnslaw/ Pikirakatahi	E40	450101	S 44° 37 00	E 168° 24 00
53	Haast Pass	Haast Pass/ Tioripatea	G38	183715	S 44° 06 00	E 169° 21 00
54	Harris Saddle	Harris Saddle/ Tarahaka Whakatipu	D40	278979	S 44° 43 00	E 168° 10 00
55	Lake McKerrow	Lake McKerrow/ Whakatipu Waitai	D39	160300	S 44° 27 00	E 168° 03 00
56	Old Man Range	Old Man Range/ Kopuwai	G42	130350	S 45° 20 00	E 169° 13 00
57	Leaning Rock	Leaning Rock/ Haehaeata	G41	229649	S 45° 04 00	E 169° 21 00
58	Mount Watkin	Mount Watkin/ Hikaroroa	I43	205130	S 45° 34 00	E 170° 35 00
59	Goat Island	Goat Island/ Rakiriri	I44	254844	S 45° 50 00	E 170° 37 00

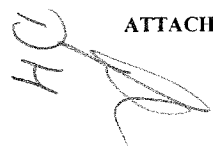


PLACE NAMES

#	CURRENT NAME	AMENDED NAME	TOPO MAP 260 REFERENCE			
60	Quarantine Island	Quarantine Island/ Kamau Taurua	I44	260840	S 45° 50 00	E 170° 38 00
61	Clutha River ( <i>upstream of river fork</i> )	Clutha River/ Mata-Au	H46	596353	S 46° 15 00	E 169° 45 00
62	Taieri Island	Taieri Island/ Moturata	I45	945575	S 46° 03 00	E 170° 13 00
63	Mount MacKenzie	Mount MacKenzie/ Pakihiwitahi	I43	201170	S 45° 32 00	E 170° 34 00
64	Moeraki Boulders	Moeraki Boulders /Kaihinaki	J42	396377	S 45° 21 00	E 175° 50 00
65	Shag Point ( <i>Point</i> )	Shag Point/Matakaea	J43	404238	S 45° 29 00	E 175° 50 00
66	Murdering Beach	Whareakeake	I44	285913	S 46° 20 00	E 170° 40 00
67	Mount Charles	Mount Charles/ Poatiri	J44	318805	S 45° 52 00	E 170° 42 00
68	Lake Alabaster	Lake Alabaster/ Wāwāhi Waka	D39	255215	S 44° 31 00	E 168° 10 00
	<b>MURIHIKU</b>					
69	Howells Point	Howells Point/ Taramea	D46	284133	S 46° 23 00	E 168° 47 00
70	Ship Cone	Ship Cone/ Ōtaupiri	F45	837521	S 46° 04 00	E 167° 53 00
71	Colac Bay	Colac Bay/ Ōraka	D46	182147	S 46° 22 00	E 167° 55 00
72	Colac Bay ( <i>Township</i> )	Colac Bay/ Ōraka	D46	158152	S 46° 22 00	E 167° 53 00
73	Mount Anglem	Mount Anglem/ Hananui	D48	214732	S 46° 45 00	E 168° 06 00
74	Port William	Port William/ Potirepo	E48	360625	S 46° 51 00	E 168° 06 00
75	East Cape	East Cape/ Koromere	E49	470442	S 47° 01 00	E 168° 14 00
76	South Cape	South Cape/ Whiore	D50	967105	S 47° 17 00	E 167° 32 00
77	South West Cape	South West Cape/ Puhwiwaero	D50	912109	S 47° 17 00	E 167° 28 00
78	Port Pegasus	Port Pegasus/ Pikihatiti	D50	080195	S 47° 13 00	E 167° 42 00
79	Lords River	Lords River/ Tūtaekawetoweto	E49	400330	S 46° 07 00	E 168° 08 00
80	Paterson Inlet ( <i>North and South West Arms</i> )	Paterson Inlet/ Whaka a Te Wera	E48	330527	S 46° 56 00	E 168° 03 00
81	Riverton	Riverton/ Aparima	D46	263170	S 46° 21 00	E 168° 01 00

PLACE NAMES

#	CURRENT NAME	AMENDED NAME	TOPO MAP 260 REFERENCE			
82	The Bluff ( <i>Bluff Hill</i> )	The Bluff/ Motupōhue	E47	528891	S 46° 37 00	E 168° 20 00
83	Milford Sound	Milford Sound/ Piopiotahi	D40	980120	S 44° 35 00	E 167° 49 00
84	Doubtful Sound	Doubtful Sound/ Patea	B42	280318	S 45° 16 00	E 166° 51 00
85	Campbell Island	Campbell Island/ Motu Ihupuku	Topo 272/3		S 52° 32 00	E 169° 10 00
86	Snares Islands	Snares Islands/ Tini Heke	Topo 272/1 & 5		S 48° 02 00	E 166° 33 00
87	Stewart Island	Stewart Island/Rakiura	265/2		S 47° 00 00	E 168° 00 00
88	Hollyford River	Hollyford River/Whakatipu Kā Tuka	D39	115403	S 44° 20 00	E 168° 00 00

HC  


## PROTOCOL

**ATTACHMENT 12.147**  
**FORM OF PROTOCOLS**  
*(Clause 12.12)*

**PROTOCOLS ON THE DEPARTMENT OF CONSERVATION'S  
INTERACTION WITH NGĀI TAHU ON SPECIFIED ISSUES**

**1 INTRODUCTION**

- 1.1 The purpose of the Conservation Act 1987 is to manage natural and historic resources under that Act and the Acts in the First Schedule of the Conservation Act. Section 4 of the Conservation Act requires that the Act be so interpreted and administered as to give effect to the principles of the Treaty of Waitangi.
- 1.2 The Director-General has certain management responsibilities in terms of legislation and can only delegate or share responsibility for decisions s/he makes within the limits of his/her legislation. However, in making such decisions, the Director-General will provide Te Rūnanga the opportunity for input, consistent with section 4, in its policy, planning and decision-making processes on the matters set out in these Protocols.
- 1.3 These Protocols apply across the Ngāi Tahu Takiwā, which spans five conservancies, and the Southern and Central Regional Offices of the Department.
- 1.4 Both the Department and Te Rūnanga are seeking a relationship consistent with the Treaty principle of partnership that achieves over time the conservation policies, actions and outcomes sought by both Te Rūnanga and the Department, as set out in this document.

**2 PURPOSE OF PROTOCOLS**

- 2.1 These Protocols are issued pursuant to the Settlement Legislation and section 12.12 of the 1997 Deed of Settlement between the Crown and Ngāi Tahu, which specifies the following:

**2.1.1 Definitions**

*Protocol* means a statement in writing, issued by the Crown through the Minister of Conservation to Te Rūnanga, which sets out how the Department of Conservation will exercise its functions, powers and duties in relation to specified matters within the Ngāi Tahu Claim Area, and how the Department of Conservation will, on a continuing basis, interact with Te Rūnanga and provide for Te Rūnanga's input into its decision-making process.

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## PROTOCOL

**2.1.2 Authority to Issue, Amend or Cancel Protocols**

The Minister of Conservation has the power to issue, amend and cancel Protocols.

**2.1.3 Issue of Protocols**

On the Settlement Date (as defined in the Settlement Legislation) the Crown has agreed through the Minister of Conservation to issue Protocols in this form on the following matters:

- (a) cultural materials;
- (b) freshwater fisheries;
- (c) culling of species of interest to Ngāi Tahu;
- (d) historic resources;
- (e) Resource Management Act 1991 involvement; and
- (f) visitor and public information.

**2.1.4 Protocols subject to Crown Obligations**

The Protocols shall be issued and amended subject to, and without restriction upon, the obligations of the Minister and the Department of Conservation to discharge their respective functions, powers and duties in accordance with existing law and government policy from time to time and the Crown's powers to amend policy and introduce legislation amending existing law. This clause is not intended to indicate, and should not be interpreted as indicating, any agreement by Te Rūnanga to any amendment to policy which would adversely affect the redress provided by the Crown pursuant to the Settlement Deed or the ability of either party to fulfil its obligations expressed in the Settlement Deed.

**2.1.5 Noting of Protocols on CMS**

- (a) The existence of the Protocols, once issued, and as amended from time to time, and including a definition of the Protocols as set out above and a summary of the terms of issue of the Protocols, shall be noted in conservation management strategies, conservation management plans and national park management plans from time to time affecting the Ngāi Tahu Claim Area.
- (b) Such noting of the Protocols shall be for the purpose of public notice only and shall not be amendments to the relevant strategies

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## PROTOCOL

or plans for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

**2.1.6 Enforceability of Protocols**

- (a) Subject to the Crown's right to amend or cancel the Protocols, as set out in *clause 10.1*, the Minister of Conservation must comply with the Protocols as long as they remain in force.
- (b) If the Minister of Conservation fails unreasonably to comply with the Protocols Te Rūnanga may, subject to the Crown Proceedings Act 1950, enforce the Protocols by way of public law action against the Minister of Conservation, except that damages shall not be available as a remedy.
- (c) Any guidelines which are to be developed pursuant to the Protocols will not give rise to any enforceable obligations under the Protocols.

**2.1.7 Limitation of Rights**

Pursuant to section [ ] [*equivalent of clause 12.12.9*] of the Settlement Legislation, unless expressly provided in the Settlement Deed, the Settlement Legislation or in the Protocols, the Protocols will not of themselves have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to that Act.

**3 IMPLEMENTATION AND COMMUNICATION**

3.1 The Department will seek to establish and maintain communication with Te Rūnanga and its Papatipu Rūnanga on a continuing basis by:

- (a) maintaining at the conservancy level, with the assistance of Te Rūnanga, information provided on Papatipu Rūnanga, their office holders and addresses;
- (b) providing reasonable opportunities for Te Rūnanga and Papatipu Rūnanga to meet with Department managers and staff.

3.2 The Protocols provide for ongoing implementation of a range of matters, as well as Specific Projects which will require resourcing. It is not intended that all of the Specific Projects listed in these Protocols will be implemented in any one year. Implementation will be over time. Where these Protocols refer to Specific Projects that require resourcing, their implementation will be subject to provision



## PROTOCOL

being made in the relevant conservancy business plan. The process for the Department implementing any particular Specific Project in a business year will be as follows:

- The Department will meet with Te Rūnanga in each conservancy and at Regional level annually to identify priorities for undertaking Specific Projects as listed in these protocols for the upcoming business year.
- The identified priorities will be taken forward by the Department into its business planning process at the conservancy and regional levels and considered along with other priorities.
- The decision on whether any Specific Projects will be funded in any business year will be made by the Conservator and the Regional General Manager.
- The Department will advise Te Rūnanga of the outcome of this process.
- Te Rūnanga and the Department will then meet again, if required, to finalise a work plan for implementation of the Specific Projects in that business year, in accordance with the resources which have been allocated in the business plan. The Department will apply the allocated resources to give effect to that work plan, subject to unforeseen management requirements which may arise from time to time, such as emergencies, adverse weather, staff shortages or reallocation of resources directed by the Minister.

### 3.3 The Department will:

- (a) Meet with Te Rūnanga to review implementation of these Protocols and to deal with the matters in section 3.2; four times per annum, unless otherwise agreed, in each conservancy, twice per annum at regional level, and at least once per annum at Chief Executive level;
- (b) As far as reasonably practicable, train relevant staff on these Protocols and provide ongoing training as required;
- (c) As far as reasonably practicable, brief Conservation Board and NZCA members on these Protocols and the Ngāi Tahu Settlement, and provide ongoing information as required.

## 4 CULTURAL MATERIALS

### 4.1 For the purpose of these Protocols, cultural materials are defined as:

- (i) plants, plant materials;



## PROTOCOL

- (ii) materials derived from animals, marine mammals or birds

to the extent to which the Department holds and is responsible for them, and which are important to Ngāi Tahu in maintaining their culture.

- 4.2 Current legislation means that generally some form of concession or permit is required for any gathering of cultural materials.

- 4.3 The Department will:

- (a) Have particular regard to Te Rūnanga's cultural use policy (Kawa Hua Taiao) as it relates to the Department's activities, and other relevant Te Rūnanga statements of policy produced from time to time.
- (b) Consider requests from members of Ngāi Tahu Whānui for the customary use of cultural materials in accordance with the appropriate legislation.
- (c) Agree, where reasonably practicable, for Ngāi Tahu to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance or culling of species.
- (d) Consult with Te Rūnanga in circumstances where there are competing requests from non-Ngāi Tahu persons or entities for the use of cultural materials, for example for scientific research purposes, to see if the cultural and scientific or other needs can be reconciled before the Department makes a decision in respect of those requests.

#### 4.4 Specific projects

The Department will, subject to 3.2 above, work with Te Rūnanga to:

- (a) Develop and implement guidelines for each conservancy within the Ngāi Tahu Takiwā that help define levels of customary use of cultural materials, and set conditions, after consideration of tikanga, to be met for gathering.
- (b) Identify local sources of plants and provide advice to Te Rūnanga with respect to the establishment by Te Rūnanga of cultivation sites.
- (c) Establish Departmental cultural materials banks for cultural materials which have come into the Department's possession, and guidelines for their use.

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## PROTOCOL

**5 FRESHWATER FISHERIES**

5.1 The Department has a statutory role in advocating the conservation of aquatic life and freshwater fisheries generally. Its advocacy for freshwater biota, aquatic habitats and fish passage in all areas is primarily taken via statutory planning processes provided by the Resource Management Act 1991.

5.2 The Settlement Legislation provides the power to promulgate regulations with respect to customary freshwater fisheries in the South Island administered under the Conservation Act 1987, with such regulations to be promulgated as soon as practicable, and in any event within two years of the Settlement Date. Besides generally consulting with Te Rūnanga and providing for its participation in the conservation and management of customary freshwater fisheries and freshwater fish habitats, the Department will consult and have particular regard to the advice of Te Rūnanga as an Advisory Committee appointed under section 56 of the Conservation Act on all matters concerning the management and conservation by the Department of Conservation of Taonga Fish Species (as defined in the Settlement Legislation) within the Ngāi Tahu Takiwā.

**5.3 Advisory Committee**

The Department will, in relation to the Taonga Fish Species and as far as reasonably practicable, provide the Advisory Committee with all relevant information to enable it to give informed advice, and will meet with the Advisory Committee at conservancy level as necessary to give effect to the Deed of Settlement and Settlement Legislation.


**5.4 Customary freshwater fisheries regulations**

The Department will work with Te Rūnanga at Regional and conservancy levels to:

- (a) Provide for Te Rūnanga participation in the development and promulgation of customary freshwater fishing regulations by:
- Establishing a joint working group;
  - Setting terms of reference for that working group;
  - Setting timelines for progress;
  - Providing information to Te Rūnanga in a timely manner and allowing Te Rūnanga an opportunity to comment.

**5.5 Specific Projects**

The Department will, subject to 3.2 above, work with Te Rūnanga to:





## PROTOCOL

- (a) Develop and implement guidelines for the Department with respect to the promotion of compliance with customary freshwater fisheries regulations.
- (b) Develop and implement guidelines for the Department with respect to monitoring the efficacy of the customary freshwater fisheries regulations at regular intervals.
- (c) Develop and implement guidelines for the Department with respect to sharing accumulated management information and research data on customary freshwater fisheries with Te Rūnanga.

**5.6 Other matters**

The Department will work with Te Rūnanga at Regional and conservancy levels to provide for active participation by Te Rūnanga in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:

- (a) Seeking to identify areas for cooperation in advocacy, consistent with 9 below, 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.
- (b) Consulting with Te Rūnanga in developing or contributing to research programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements. The Department confirms that it regards Te Rūnanga 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.

**5.7 Specific Projects**

The Department will, subject to 3.2 above, work with Te Rūnanga to:

- (a) Conduct research to establish and address ecosystem threats to specified customary freshwater fisheries including barriers to migration, habitat loss and exotic species interaction.
- (b) Contribute to the resolution of eel management issues, in particular, the administration of the fish passage regulations in the Freshwater Fisheries Regulations, and the promotion of the installation of effective fish passes where necessary and monitoring of their effects, by participating in discussions with Te Rūnanga and Te Waka a Māui me ona Toka Mahi Tuna.

## PROTOCOL

- (c) Identify the need for, and where necessary prepare, management plans for freshwater fisheries management.

## 6 CULLING OF SPECIES OF INTEREST TO NGĀI TAHU

6.1 As part of an integrated management regime, or because a species population has risen to become an ecological pest, it may from time to time be necessary for the Department to carry out a cull of a protected species under the Wildlife Act 1953. The Department recognises that Te Rūnanga is interested in such operations in the following ways:

- (i) the carrying out of such a cull where the species to be culled is causing or is likely to cause ecological damage to species or habitats of particular significance to Ngāi Tahu;
- (ii) the methods to be used in such culls; and
- (iii) cultural materials arising from the cull.

6.2 The Department will:

- (a) Have regard to any requests initiated by Te Rūnanga for the carrying out of culling operations.
- (b) Consult with, and have particular regard to the views of, Te Rūnanga before deciding to carry out a cull of protected species on land administered by the Department, in respect of the reasons for the cull and the method proposed to be used.
- (c) In situations where either a Fish and Game Council or a Regional Council intend to carry out a cull of protected species or game bird and the Department has a statutory role in the process, request the relevant body to consult with Te Rūnanga before carrying out any such cull.

## 7 HISTORIC RESOURCES

7.1 The Minister acknowledges the importance to Ngāi Tahu of their wāhi tapu, wāhi taonga and other places of historic significance to them. Liaison with Te Rūnanga is important in the management of those places containing sites of historic and cultural significance to Ngāi Tahu, including places of settlement, horticulture, natural resource harvesting, warfare, communication, and places of cultural and spiritual connection.

7.2 The Department notes that non-disclosure of locations of places known to Ngāi Tahu is a practice used by Ngāi Tahu to preserve the sanctity of a place.

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Respecting the principle of confidentiality brings management difficulties of a particular kind. Where information is not available, management practices which (unintentionally) contravene the cultural purpose associated with a specific site, may be put in place. Where reasonably practicable, the Department will respect the principle of confidentiality that applies to wāhi tapu, wāhi taonga and places of historic significance to Ngāi Tahu. The primary responsibility for identifying and assessing Ngāi Tahu heritage values rests with Te Rūnanga.

7.3 The Department will work with Te Rūnanga at Regional and conservancy levels to:

- (a) Ensure, as far as reasonably practicable, that Ngāi Tahu values attaching to identified wāhi tapu, wāhi taonga and places of historic significance to Ngāi Tahu managed by the Department are respected by the Department, for example, by the Department giving consideration to impacts from visitor numbers, facilities and services.
- (b) Manage, as far as reasonably practicable, wāhi tapu, wāhi taonga and places of historic significance to Ngāi Tahu according to the standards of conservation practice outlined in the ICOMOS New Zealand Charter 1993.
- (c) Ensure, as far as reasonably practicable, that when issuing concessions giving authority for other parties to manage land administered by the Department, those parties manage the land according to the standards of conservation practice outlined in the ICOMOS New Zealand Charter 1993.
- (d) Have particular regard to relevant Te Rūnanga policies, including those relating to Koiwi Tangata (unidentified human remains) and Archaeological and Rock Art Sites.
- (e) Ensure, as far as reasonably practicable, that it uses Ngāi Tahu's cultural information only with the consent of Te Rūnanga.
- (f) When issuing concessions to carry out activities on the land administered by the Department, request that the concessionaire consult with Te Rūnanga before using Ngāi Tahu's cultural information.

#### 7.4 Specific Projects

The Department will, subject to 3.2 above, work with Te Rūnanga at Regional and conservancy levels to:

- (a) Develop and implement guidelines for the identification, inventory and management of wāhi tapu, wāhi taonga and other places of historic

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## PROTOCOL

significance to Ngāi Tahu by the Department that take into consideration the traditional uses and practices of Ngāi Tahu and are, where reasonably practicable, consistent with Ngāi Tahu tikanga.

- (b) Identify and actively protect specified wāhi tapu, wāhi taonga or other places of historic significance to Ngāi Tahu on land administered by the Department.
- (c) Develop and implement guidelines for the active protection of wāhi tapu, wāhi taonga and other places of historic significance to Ngāi Tahu.
- (d) Identify cooperative projects covering a range of options for the protection and management of wāhi tapu, wāhi taonga and other places of historic significance to Ngāi Tahu.
- (e) Develop and implement guidelines relating to the use of Ngāi Tahu's knowledge of wāhi tapu, wāhi taonga and other places of historic significance of Ngāi Tahu, including the use of this information by the Department.
- (f) Consult with and seek participation from Te Rūnanga with respect to research, survey or inventory projects that relate specifically to wāhi tapu, wāhi taonga and other places of historic significance to them.

## 8 VISITOR AND PUBLIC INFORMATION

- 8.1 In providing public information and interpretation services and facilities for visitors on the land it manages, the Department recognises the importance to Ngāi Tahu of their cultural, spiritual, traditional and historic values.
- 8.2 The Department will work with Te Rūnanga at Regional and conservancy levels to encourage respect for Ngāi Tahu values by:
  - (a) As far as reasonably practicable seeking to raise public awareness of positive conservation partnerships developed between Te Rūnanga, the Department and other stakeholders, for example, by way of publications, presentations and seminars.
  - (b) Consulting on the provision of interpretation and visitor facilities (if any) at wāhi tapu, wāhi taonga and other places of historic or cultural significance to Ngāi Tahu.
  - (c) Ensuring, as far as reasonably practicable, that Department information on new panels, signs, and visitor publications includes Te Rūnanga



## PROTOCOL

perspectives and references to the significance of the sites to Ngāi Tahu where appropriate, including the use of traditional Ngāi Tahu place names.

- (d) Encouraging Te Rūnanga participation in the Department's volunteer and conservation events programmes.

### 8.3 Specific Projects

The Department will, subject to 3.2 above, work with Te Rūnanga at Regional and conservancy levels to:

- (a) Develop and implement guidelines on the provision of information and interpretation facilities and services for visitors, so as to identify and consider issues of concern to Te Rūnanga.
- (b) Consider possibilities for Te Rūnanga to contribute to visitor appreciation of the cultural value of sites of cultural and historic significance to Ngāi Tahu managed by the Department.
- (c) Provide information to education providers, including kohanga reo and kura kaupapa Māori, for the development of educational resources on conservation issues and associated Ngāi Tahu values.

## 9 RESOURCE MANAGEMENT ACT

9.1 Te Rūnanga and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act. These include effects on:

- wetlands;
- riparian management;
- effects on freshwater fish habitat;
- water quality management;
- protection of historic resources;
- protection of indigenous vegetation and habitats.

9.2 From time to time, Te Rūnanga and the Department will seek to identify further issues of mutual interest for discussion. It is recognised that their concerns in any particular resource management issue may diverge and that each of them will continue to make separate submissions.



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- 9.3 The Department will work with Te Rūnanga at Regional and conservancy levels to discuss the general approach that will be taken by each of Te Rūnanga and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern.
- 9.4 The Department will:
- (a) Have regard to the priorities and issues of mutual concern identified in 9.3(a) above in making decisions in respect of advocacy under the Resource Management Act.
  - (b) Make non-confidential resource information available to Te Rūnanga to assist in improving their effectiveness in Resource Management Act advocacy work at the Papatipu Rūnanga level.

**10 AMENDMENT AND REVIEW PROVISIONS FROM THE DEED****10.1 Amendment and Cancellation of Protocols**

Protocols may be amended or cancelled at any time by the Crown through the Minister of Conservation, at the initiative of either the Crown or Te Rūnanga, and after consultation with Te Rūnanga and having particular regard to its views.



## TAONGA SPECIES

## ATTACHMENT 12.148

## TAONGA SPECIES

(Clause 12.13)

## BIRDS

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>
Hoiho	Yellow-eyed penguin	<i>Megadyptes antipodes</i>
Kāhu	Australasian harrier	<i>Circus approximans</i>
Kākā	South Island Kaka	<i>Nestor meridionalis meridionalis</i>
Kākāpō	Kakapo	<i>Strigops habroptilus</i>
Kākāriki	New Zealand parakeet	<i>Cyanoramphus</i> spp.
Kakaruai	South Island robin	<i>Petroica australis australis</i>
Kakī	Black stilt	<i>Himantopus novaezelandiae</i>
Kāmana	Crested grebe	<i>Podiceps cristatus</i>
Kāreārea	New Zealand falcon	<i>Falco novaeseelandiae</i>
Karoro	Black backed gull	<i>Larus dominicanus</i>
Kea	Kea	<i>Nestor notabilis</i>
Kōau	Black Shag Pied Shag Little Shag	<i>Phalacrocorax carbo</i> <i>Phalacrocorax varius varius</i> <i>Phalacrocorax melanoleucos brevirostris</i>
Koekoeā	Long-tailed cuckoo	<i>Eudynamys taitensis</i>
Koparapara or Korimako	Bellbird	<i>Anthornis melanura melanura</i>
Kororā	Blue Penguin	<i>Eudyptula minor</i>



## TAONGA SPECIES

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>
Kōtare	Kingfisher	<i>Halcyon sancta</i>
Kōtuku	White heron	<i>Egretta alba</i>
Kowhiohio	Blue duck	<i>Hymenolaimus malacorhynchos</i>
Kuaka	Bar-tailed godwit	<i>Limosa lapponica</i>
Kūkupa/Kererū	New Zealand/Wood Pigeon	<i>Hemiphaga novaeseelandiae</i>
Kuruwhengu/ Kuruwhengi	New Zealand shoveler	<i>Anas rhynchos</i>
Mata	Fernbird	<i>Bowdleria punctata punctata</i> and <i>Bowdleria punctata stewartiana</i> and <i>Bowdleria punctata wilsoni</i> and <i>Bowdleria punctata candata</i>
Matuku moana	Reef heron	<i>Egretta sacra</i>
Miromiro	South Island tomtit	<i>Petroica macrocephala macrocephala</i>
Miromiro	Snares Island Tomtit	<i>Petroica macrocephala dannefaerdi</i>
Mohua	Yellowhead	<i>Mohoua ochrocephala</i>
Pākura/Pūkeko	Swamp Hen/Pukeko	<i>Porphyrio porphyrio</i>
Pārera	Grey duck	<i>Anas superciliosa</i>
Pateke	Brown teal	<i>Anas aucklandica</i>
Pihoihoi	New Zealand pipit	<i>Anthus novaeseelandiae</i>





## TAONGA SPECIES

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>
Pīpīwharauoa	Shining cuckoo	<i>Chrysococcyx lucidus</i>
Pīwakawaka	South Island Fantail	<i>Rhipidura fuliginosa fuliginosa</i>
Poaka	Pied stilt	<i>Himantopus himantopus</i>
Pokotiwaha	Snares crested penguin	<i>Eudyptes robustus</i>
Pūtakitaki	Paradise shelduck	<i>Tadorna variegata</i>
Riroriro	Grey warbler	<i>Gerygone igata</i>
Roroa	Great spotted kiwi	<i>Apteryx haastii</i>
Rowi	Okarito Brown Kiwi	<i>Apteryx mantelli</i>
Ruru koukou	Morepork	<i>Ninox novaeseelandiae</i>
Takahe	Takahe	<i>Porphyrio mantelli</i>
Tara	Terns	<i>Sterna spp.</i>
Tawaki	Fiordland crested penguin	<i>Eudyptes pachyrhynchus</i>
Tete	Grey Teal	<i>Anas gracilis</i>
Tieke	South Island Saddleback	<i>Philesturnus carunculatus carunculatus</i>



## TAONGA SPECIES

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>
Tītī	Sooty shearwater/ muttonbird Hutton's shearwater  Common diving petrel South Georgian diving petrel Westland petrel Fairy Prion Broad billed prion White-faced storm petrel Cook's petrel Mottled petrel	<i>Puffinus griseus</i> and  <i>Puffinus huttoni</i> and  <i>Pelecanoides urinatrix</i> and <i>Pelecanoides georgicus</i> and  <i>Procellaria westlandica</i> and <i>Pachytila turtur</i> and <i>Pachytila vittata</i> and <i>Pelagodroma marina</i> and <i>Pterodroma cookii</i> and <i>Pterodroma inexpectata</i>
Titipounamu	South Island Rifleman	<i>Acanthisitta chloris chloris</i>
Tokoeka	South Island Brown Kiwi	<i>Apteryx australis</i>
Toroa	Albatrosses and Mollymawks	<i>Diomedea</i> spp.
Toutouwai	Stewart Island robin	<i>Petroica australis rakiura</i>
Tui	Tui	<i>Prothemadera novaeseelandiae</i>
Tutukiwi	Snares Island Snipe	<i>Coenocorypha aucklandica huegeli</i>
Weka	Western Weka	<i>Gallirallus australis australis</i>
Weka	Stewart Island weka	<i>Gallirallus australis scotti</i>
Weka	Buff weka	<i>Gallirallus australis hectori</i>



## TAONGA SPECIES

## PLANTS

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>
Akatorotoro	White Rata	<i>Metrosideros perforata</i>
Aruhe	Fernroot (bracken)	<i>Pteridium aquilinum var. esculentum</i>
Harakeke	Flax	<i>Phormium tenax</i>
Horoeka	Lancewood	<i>Pseudopanax crassifolius</i>
Houhi	Mountain ribbonwood	<i>Hoheria lyalli &amp; glabata</i> (2 species)
Kaikahikatea	Kahikatea/white pine	<i>Dacrycarpus dacrydioides</i>
Kāmahi	Kamahi	<i>Weinmannia racemosa</i>
Kānuka	Kanuka	<i>Kunzia ericoides</i>
Kāpuka	Broadleaf	<i>Griselinia littoralis</i>
Karaeopirita	Supplejack	<i>Ripogonum scandens</i>
Karaka	New Zealand laurel/Karaka	<i>Corynocarpus laevigata</i>
Karamū	Coprosma	<i>Coprosma robusta, coprosma lucida, coprosma foetidissima</i>
Kātote	Tree fern	<i>Cyathea smithii</i>
Kiekie	Kiekie	<i>Freycinetia baueriana</i> subsp. <i>banksii</i>
Kōhia	NZ Passionfruit	<i>Passiflora tetrandra</i>
Korokio	Korokio/wire-netting bush	<i>Corokia cotoneaster</i>



## TAONGA SPECIES

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>
Koromiko/ Koromuka	Koromiko	<i>Hebe salicifolia</i>
Kotukutuku	Tree fuchsia	<i>Fuchsia excorticata</i>
Kōwhai/Kōhai	Kowhai	<i>Sophora microphylla</i>
Mamaku	Tree fern	<i>Cyathea medullaris</i>
Mānia	Sedge	<i>Carex lucida</i>
Mānuka/Kahikātoa	Tea-tree	<i>Leptospermum scoparium</i>
Māpou	Red matipo	<i>Myrsine australis</i>
Matai	Matai/Black Pine	<i>Prumnopitys taxifolia</i>
Miro	Miro/Brown Pine	<i>Podocarpus ferrugineus</i>
Ngaio	Ngaio	<i>Myoporum laetum</i>
Nīkau	New Zealand palm	<i>Rhopalostylis sapida</i>
Panako	(Species of fern)	<i>Asplenium obtusatum</i>
Panako	(Species of fern)	<i>Botrychium australe</i> and <i>B. biforme</i>
Pātōtara	Dwarf mingimingi	<i>Leucopogon fraseri</i>
Pingao	Pingao	<i>Desmoschoenus spiralis</i>
Pokākā	Pokaka	<i>Elaeocarpus hookerianus</i>
Ponga/Poka	Tree fern	<i>Cyathea dealbata</i>
Rata	Southern rata	<i>Metrosideros umbellata</i>
Raupō	Bulrush	<i>Typha angustifolia</i>

## TAONGA SPECIES

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>
Rautawhiri/Kōhūtū	Black matipo/ mapou	<i>Pittosporum tenuifolium</i>
Rimu	Rimu/Red Pine	<i>Dacrydium cypressinum</i>
Rimurapa	Bull kelp	<i>Durvillaea antarctica</i>
Taramea	Speargrass, spaniard	<i>Aciphylla</i> spp.
Tarata	Lemonwood	<i>Pittosporum eugenioides</i>
Tawai	Beech	<i>Nothofagus</i> spp.
Tete-a-weka	Muttonbird scrub	<i>Olearia angustifolia</i>
Ti rākau	Cabbage tree	<i>Cordyline australis</i>
Tikumu	Mountain daisy	<i>Celmisia spectabilis</i> and <i>C. semicordata</i> (2 species)
Titoki	New Zealand ash	<i>Alectryon excelsus</i>
Toatoa	Mountain Toatoa, celery pine	<i>Phyllocladus alpinus</i>
Toetoe	Toetoe	<i>Cortaderia richardii</i>
Totara	Totara	<i>Podocarpus totara</i>
Tutu	Tutu	<i>Coriaria</i> spp.
Wharariki	Mountain flax	<i>Phormium cookianum</i>
Whinau	Hinau	<i>Elaeocarpus dentatus</i>
Wī	Silver Tussock	<i>Poa cita</i>
Wīwī	Rushes	<i>Juncus</i> all indigenous <i>Juncus</i> spp. and <i>J. maritimus</i>

## TAONGA SPECIES

## MARINE MAMMALS

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>
Ihupuku	Southern elephant seal	Mirounga leonina
Kekeno	New Zealand fur seals	Arctocephalus forsteri
Paikea	Humpback whales	Megaptera novaeangliae
Parāoa	Sperm whale	Physeter macrocephalus
Rāpoka/Whakahao	New Zealand Sea lion/ Hooker's Sealion	Phocarctos hookeri
Tohorā	Southern right whale	Balaena australis

## CUSTOMARY FISHERIES

**ATTACHMENT 12.149  
CUSTOMARY FISHERIES**

*(Clause 12.14)*

*[Crown to respond on new list provided by Ngāi Tahu]*

**Part A: Taonga Fish Species**

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>	<i>Administered under Fisheries Act</i>	<i>Administered under Conservation Act</i>
Kāeo	Sea tulip	<i>Pyura Pachydermatum</i>	✓	-
Koeke	Common shrimp	<i>Palaemon affinis</i>	✓	✓
Kokopu/Hawai	Giant Bully	<i>Gobiomorphus gobioides</i>	✓	✓
Kōwaro	Canterbury mudfish	<i>Neochanna burrowsius</i>	-	✓
Paraki/Ngaiore	Common smelt	<i>Retropinna retropinna</i>	✓	✓
Piripiripohatu	Torrentfish	<i>Cheimarrichthys fosteri</i>	-	✓
Taiwharu	Giant kokopu	<i>Galaxias argenteus</i>	✓	✓



## CUSTOMARY FISHERIES

**Part B: Non-commercially Harvested Species**

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>
Kākahi/Koaru	Freshwater mussels	<i>Unio menziesi</i>
Kanakana/Ute	Southern Lamprey	<i>Geotria australis</i>
Karengo	Sea Lettuce	<i>Porphyra columbina</i>
Rimurapa	Bull Kelp	<i>Durvillee species</i>
Toheroa/Tupehokura	Toheroa	<i>Paphies ventricosum</i>
Waikoura	Freshwater crayfish	<i>Paranephrops spp.</i>

**Part C: Shellfish Species**

<i>Name in Māori</i>	<i>Name in English</i>	<i>Scientific Name</i>
Pipi/kakahi	Pipi	<i>Paphies australe</i>
Tuaki	Cockle	<i>Austrovenus Stutchburgi</i>
Tuaki, Hākiari, Kuhakuha, Pūrima	Surfclam	<i>Dosinia anus, Paphies donacina, Mactra/discor, Mactra murchsoni, Spisula aequilateralis, Basina Yatei, or Dosinia subrosa</i>
Tuatua	Tuatua	<i>Paphies subtriangulata, Paphies Donacina</i>
Waikako/Pupu	Mudsnail	<i>Amphibola crenata, Turbo. Smaragdus, Zedilom species</i>



**ATTACHMENT 12.150**  
**DRAFT (KAIMOANA/MAORI CUSTOMARY NON-COMMERCIAL**  
**FISHING) REGULATIONS**  
*(Clause 12.14)*

*[Attachment comprises \* pages]*

*PL*  
*DM*

DRAFT (KAIMOANA/MAORI CUSTOMARY NON-COMMERCIAL FISHING) REGULATIONS

*DRAFT Maori Customary Non-Commercial Regulations*

**FOR DISCUSSION PURPOSES ONLY**

**DRAFT Fisheries (Kaimoana - Maori Customary Non-Commercial Fishing) Regulations 1997**

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ATTACHMENTS TO SECTION 12-GENERAL

DH  


*DRAFT Maori Customary Non-Commercial Regulations*

## PART I

### MADE PURSUANT TO SECTION 186 OF THE FISHERIES ACT 1996

#### INTERPRETATION AND APPLICATION

1. **Title and Commencement** - These regulations may be cited as the Fisheries (Kaimoana-Maori Customary Non-Commercial Fishing) Regulations 1997.
- 1A. **Application** - (1) Nothing in these regulations shall apply to persons taking or possessing fish from freshwater fisheries.  
  
(2) Any person exercising powers under these regulations shall do so in accordance with the provisions of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.
2. **Interpretation** - (1) In these regulations, unless the context otherwise requires:

*Chief Executive* means, subject to any enactment, the chief executive for the time being of the Ministry who has, with the authority of the Prime Minister, assumed responsibility for these regulations:

*Customary food gathering* means the taking of fish, or managing of fisheries, for a purpose authorised by Tangata Kaitiaki/Tiaki, including koha, to the extent that such purpose is consistent with Tikanga Maori and is neither commercial in any way nor for pecuniary gain or trade:

*Fish* means any fisheries resource as defined under the Fisheries Act 1996:

*Local community* means those persons:

- (a) who own any land in the proximity of a proposed Mataitai Reserve; or
- (b) who have a place of residence in the proximity of the proposed Mataitai Reserve and who have been in occupation for a cumulative period of no less than three months in the three consecutive years immediately preceding the date of the application for that Mataitai reserve.

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**Maori** means a person of the Maori race of New Zealand; and includes a descendant of any such person:

**Mataitai reserve** means a reserve established pursuant to regulation [19] of these regulations:

**Minister** means, subject to any enactment, any Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for these regulations:

**Ministry** means, subject to any enactment, the Ministry that has, with the authority of the Prime Minister, for the time being assumed responsibility for these regulations:

**Tangata Kaitiaki/Tiaki** means any person appointed as Tangata Kaitiaki/Tiaki under these regulations being any member of the tangata whenua or any tangata whenua organisation or their nominated representatives.

**Tangata whenua**, in relation to a particular area, means the whanau, hapu, or iwi, being Maori, that hold mana whenua mana moana over that area:

**Working day** means any day other than-

- (a) a Saturday, a Sunday, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign's Birthday, and Waitangi Day; and
- (b) a day in the period commencing with the 25th day of December in any year and ending with the 15th day of January in the following year.

(2) Expressions not defined in these regulations but defined in the Fisheries Act 1996 have, in these regulations, the meanings so defined.

3. **Relationship between these Regulations and other Regulations** - (1) In the event of any inconsistency between these regulations and any other regulations made under the Fisheries Act 1996, these regulations shall prevail over such other regulations.

(2) Nothing in these regulations shall prevail over any emergency measures imposed under section 16 of the Fisheries Act 1996.

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## PART II

### CONFIRMATION OF TANGATA KAITIAKI/TIAKI FOR GENERAL CUSTOMARY FOOD GATHERING

4. **Notification** - (1) Tangata whenua may in accordance with these regulations manage non-commercial customary fisheries within the customary food gathering area/rohe moana of which they are tangata whenua.
- (2) Before tangata whenua manage non-commercial customary fisheries under these regulations, tangata whenua shall notify the Minister, on an approved form, of the proposed Tangata Kaitiaki/Tiaki for that area/rohe moana.
5. **Public Notice** - (1) Upon being notified of a proposed Tangata Kaitiaki/Tiaki under regulation [4] of these regulations, the Minister, as soon as practicable but no later than 20 working days after the receipt of such a notification, shall publish the details of that notification at least twice, with an interval of not less than 5 Working days between each publication, in a newspaper circulating in the locality of the proposed customary food gathering area/rohe moana.
6. **Submissions** - (1) Within 20 Working days after the date of the second publication of a notification under regulation [5] of these regulations any person belonging to;-
- (a) the tangata whenua on whose behalf the notification is made; or
  - (b) the iwi rūnanga, tribal trust board or other organisation representing the relevant iwi interest; or
  - (c) any other marae community, hapu or iwi claiming a relationship in respect of customary food gathering in any part of the area/rohe moana for which the proposed Tangata Kaitiaki/Tiaki has been nominated,-

may submit to the Head Office of the Ministry a submission in respect of that notification:

(2) The Chief Executive shall provide to every tangata whenua referred to under regulation (4) of these regulations and to every person nominated as Tangata Kaitiaki/Tiaki under regulation 4 of these regulations, a copy of every submission received under this regulation, and shall otherwise make such submissions publicly available, on request.

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7. **Tangata whenua shall convene a hui** - (1) Where the Minister considers that any submission referred to in subclause (1) of regulation [6] of these regulations indicates a dispute regarding:

- (a) who are the tangata whenua
- (b) who should be Tangata Kaitiaki/Tiaki
- (c) the boundaries for the area/rohe moana concerned -

or where the Minister has received more than one application for the same proposed customary food gathering area/rohe moana, the Minister shall, as soon as practicable and in any case no later than 20 working days, request any tangata whenua who made an application under regulation [4] to convene a hui of those persons: -

- (i) who made submissions pursuant to regulation 6(1) in respect of the notification; and
- (ii) who made competing notifications; and
- (iii) belonging to any other marae community, hapu or iwi who may have an interest in the proposed customary food gathering area -

and to resolve any dispute in respect of the proposed customary food gathering area/rohe moana.

(2) Without limiting subclause (1) of this regulation, in resolving any dispute under that subclause, the parties may agree to nominate a Tangata Kaitiaki/Tiaki not previously nominated in any notification of a customary food gathering area/rohe moana and may agree to boundaries for the proposed customary food gathering area/rohe moana different from those contained in any notification of a customary food gathering area/rohe moana.

(3) Any hui convened under subclause (1) of this regulation shall be convened at a time and place, and after providing notice that is reasonable in the circumstances, being no later than 40 Working days after it is requested by the Minister under subclause (1) of this regulation.

(4) As soon as practicable after the conclusion of the hui, the tangata whenua who convened the hui under subclause (1) of this regulation shall advise the Minister in writing: -

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- (i) who are the tangata whenua; or
- (ii) who are Tangata Kaitiaki/Tiaki; or
- (iii) the boundaries for the area/rohe moana concerned; or
- (iv) of the resolution of any other dispute in respect of the proposed customary food gathering area/rohe moana.

**8. Confirmation of Tangata Kaitiaki/Tiaki -** (1) Subject to these regulations, where the Minister is satisfied that:

- (a) no submission in opposition to a notification or a competing notification for a general customary food gathering area/rohe moana has been received under regulation [6] of these regulations; or
- (b) a hui has been convened pursuant to regulation [7] of these regulations and all disputes have been resolved at that hui -

the Minister shall confirm the appointment of the person notified as Tangata Kaitiaki/Tiaki of the proposed customary food gathering area/rohe moana.

(2) Where a hui has been convened pursuant to regulation 7 of these regulations and no agreement is reached on the notification in accordance with that regulation, the dispute shall be referred to an authority, agreed to between the tangata whenua making application under regulation [4] and persons making submissions under regulation [7(1)], for mediation and settlement.

(3) As soon as reasonably practicable and in any case no later than 20 working days after the appointment of any Tangata Kaitiaki/Tiaki under subclause(1) of this regulation, the Minister shall; -

- (a) cause to be published in a newspaper circulating in the locality of the proposed customary food gathering area/rohe moana; and
- (b) notify in the *Gazette*; -

the confirmation of such Tangata Kaitiaki/Tiaki and specify the boundaries of the area/rohe moana for which the Tangata Kaitiaki/Tiaki is to exercise any function under these regulations.

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(4) Any confirmation of a Tangata Kaitiaki/Tiaki under subclause (1) of this regulation shall take effect from a date to be notified in the *Gazette* .

(5) At any time during the illness or absence of any Tangata Kaitiaki/Tiaki or for any other temporary purpose, the Tangata Kaitiaki/Tiaki may, upon notification to the Chief Executive, delegate his or her powers under Part III of these regulations to any member of the tangata whenua of that particular customary food gathering area/rohe moana.

9. **Cancellation of Appointment** - (1) The Minister shall cancel the appointment of any Tangata Kaitiaki/Tiaki appointed under regulation 8 of these regulations upon receipt of a request in writing from:

- (a) the tangata whenua who nominated the Tangata Kaitiaki/Tiaki to the Minister pursuant to regulation 4(1) of these regulations in any case where no hui is convened pursuant to regulation 7 of these regulations; or
- (b) the tangata whenua referred to in regulation 7(4) of these regulations in any case where a hui is convened pursuant to regulation 7 of these regulations; or
- (c) the Tangata Kaitiaki/Tiaki of the area/rohe moana concerned.

(3) Where the appointment of a Tangata Kaitiaki/Tiaki is cancelled pursuant to subclause (1) of this regulation, the Minister shall appoint another Tangata Kaitiaki/Tiaki nominated by the tangata whenua who made the original proposal for a Tangata Kaitiaki/Tiaki pursuant to regulation 4(1) or 7(4) of these regulations

(4) The Chief Executive shall cause to be published in a newspaper circulating in the locality of the relevant customary food gathering area/rohe moana, and shall notify in the *Gazette*; -

- (a) the cancellation of any appointment of a Tangata Kaitiaki/Tiaki under subclause (1) of this regulation; and
- (b) the appointment of any new Tangata Kaitiaki/Tiaki under subclause (3); -

and such cancellation or appointment shall take effect from a date to be specified in the *Gazette* notice.

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### **PART III**

#### **POWERS OF TANGATA KAITIAKI/TIAKI IN RESPECT OF GENERAL CUSTOMARY FOOD GATHERING**

**10. Power to authorise taking of fish for customary food gathering** - (1) Subject to this regulation, a Tangata Kaitiaki/Tiaki appointed under Part II of these regulations may authorise any natural person to take fish from within the whole or any part of the area/rohe moana, for which the Tangata Kaitiaki/Tiaki has been appointed, and the taking is done in a manner which is consistent with the tikanga of the tangata whenua of that customary food gathering area/rohe moana.

(2) No authorisation made under subclause (1) of this regulation, shall have any force or effect unless it has been made on an approved form, and specifies :

- (a) the date that species may be taken;
- (b) the person who is authorised to take the fish;
- (c) the species that may be taken;
- (d) the quantity of each species that may be taken;
- (e) size limits relating to each species to be taken;
- (f) the method by which each species may be taken;
- (g) the area or areas in which the fish may be taken;
- (h) the purpose for which the fish may be taken; and
- (i) any other matters the Tangata Kaitiaki/Tiaki sees fit.

(3) Notwithstanding subclause (2) of this regulation, where the Tangata Kaitiaki/Tiaki and the Chief Executive, agree to a process and form of authorisation other than that prescribed in subclause (2) of this regulation, including, but not restricted to, the granting of oral authorisations, that process and form of authorisation shall replace that prescribed in subclause (2) from an agreed date, and every authorisation made in that form shall take effect as if that authorisation was made under subclause (1) of this regulation.

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- (4) Any authorisation granted under subclause 3 of this regulation shall specify the matters referred to in subclause 2(a)-(i) of these regulations.
- (5) Subject to subclause (3) of this regulation, any authorisation granted pursuant to subclause (1) of this regulation shall be shown by any person taking fish, on request to any Fishery Officer.
- (6) Where a Fisheries Officer has reasonable cause to suspect an offence has been committed under these regulations, every record of any authorisation granted under subclause (1) of this regulation shall be shown by the Tangata Kaitiaki/Tiaki who granted it, on request, to any Fishery Officer.
- (7) Where any person who is authorised to take fish for both customary food gathering purposes and for commercial purposes in any one fishing trip, all fish caught during that fishing trip shall be deemed to have been taken for commercial purposes unless contained in separate marked containers clearly identifying the fish as taken for a customary food gathering purpose.

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## PART IV

### MATAITAI RESERVES

**11. Application for Maitaitai Reserves - (1) The -**

- (a) tangata whenua referred to in regulation 4(1) of these regulations; or
- (b) tangata whenua referred to in regulation 7(4) of these regulations; or
- (c) Tangata Kaitiaki/Tiaki appointed under regulation 8 of these regulations -

may apply to the Minister, from time to time, on an approved form, for a Maitaitai reserve in respect of any part of the area/rohe moana in respect of which they are the tangata whenua or Tangata Kaitiaki/Tiaki.

**12. Notification of application - (1)** No later than 20 working days after receipt of any application under regulation 11 of these regulations, the Minister shall cause notice of the application to be published at least twice, with an interval of not less than 5 Working days between each publication, in a newspaper circulating in the locality of the proposed Maitaitai reserve inviting written submissions to be made by the local community, and allowing a minimum of 20 working days for such submissions to be made.


**13. Consultation - (1)** As soon as reasonably practicable, and in any case no later than 20 working days after the closing date for receiving submissions under regulation 12 of these regulations, the Minister shall cause notice of a meeting to be published at least twice with an interval of not less than 5 Working days between each publication, in a newspaper circulating in the locality of the proposed Maitaitai reserve.

(2) The Minister and the tangata whenua applying for the proposed Maitaitai reserve together shall consult with the local community at the meeting convened under subclause [1].

(3) After consultation with the local community, the tangata whenua may amend an application made pursuant to regulation 11 of these regulations, and advise the Minister of any amendments to the application.

**13A. Public Notification -** As soon as practicable after consultation with the local community pursuant to subclause (1) of this regulation or upon being advised of an amended application under subclauses (1) and (2) of this regulation, as the case may be, the Minister shall notify in a newspaper circulating in the locality of the proposed Maitaitai reserve details of the

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## DRAFT (KAIMOANA/MAORI CUSTOMARY NON-COMMERCIAL FISHING) REGULATIONS

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application for a Maitaitai reserve, inviting written submissions to be made by persons having an interest in the stock or stocks in the area specified in the application for the proposed Maitaitai reserve, and allowing a minimum of 20 working days for such submissions to be made.

- 14. Declaration of a Maitaitai reserve -** (1) Subject to regulation 13 of these regulations, where, in respect of a proposed Maitaitai reserve the Minister is satisfied that;
- (a) there is a special relationship between tangata whenua making the application and the proposed Maitaitai reserve; and
  - (b) the general aims of management specified on the approved form pursuant to regulation 11 of these regulations, are consistent with the sustainable management of the fishery in the area of application; and
  - (c) the proposed Maitaitai reserve is an identified traditional fishing ground and is of a size appropriate to effective management by Tangata Kaitiaki/tiaki; and
  - (d) the Maitaitai reserve will not:
    - (i) unreasonably affect the ability of the local community to take fish for non-commercial purposes; or
    - (ii) prevent persons with a commercial interest in a species taking their annual catch entitlement within the Quota Management Area for that species; -

the Minister shall, as soon as reasonably practicable, declare an area to be a Maitaitai reserve subject to such conditions agreed to by the Minister and the tangata whenua.

(2) Where the Minister considers that any application for a Maitaitai reserve under regulation 11 of these regulations does not meet one or more of the criteria referred to in subclause (1) of this regulation, the Minister shall decline that application as soon as practicable, and in any case no later than 30 working days notify the applicant in writing of that fact, stating the reasons for declining.

- 15. Appointment of Tangata Kaitiaki/Tiaki for Maitaitai reserve -** (1) The Minister shall appoint Tangata Kaitiaki/Tiaki nominated on the approved form pursuant to regulation 11 of these regulations for the Maitaitai reserve declared under regulation 14 of these regulations.

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(2) At any time during the illness or absence of any Tangata Kaitiaki/Tiaki or for any other temporary purpose, the Tangata Kaitiaki/Tiaki may, upon notification to the Chief Executive, delegate his or her powers under Part V of these regulations to any member of the tangata whenua of that particular Mataitai reserve.

**16. Notification of Mataitai reserve and Tangata Kaitiaki/Tiaki -** (1) As soon as reasonably practicable, and in any case no later than 20 working days, after the appointment of a Tangata Kaitiaki/Tiaki for a Mataitai reserve pursuant to regulation 15 of these regulations, the Chief Executive shall; -

- (a) cause to be published in a newspaper circulating in the locality of the Mataitai reserve; and
- (b) notify in the *Gazette*; -

the Mataitai reserve including a description of its boundaries and the Tangata Kaitiaki/Tiaki in respect of it.

(2) Any declaration of a Mataitai reserve pursuant to regulation 14 of these regulations and appointment of Tangata Kaitiaki/Tiaki pursuant to regulation 15 of these regulations shall take effect from a date to be notified in the *Gazette* .

**17. Cancellation of Appointment -** (1) Subject to this regulation, the Minister shall cancel the appointment of any Tangata Kaitiaki/Tiaki in respect of a Mataitai reserve, upon receipt of a request in writing from;

- (a) the tangata whenua who nominated the Tangata Kaitiaki/Tiaki pursuant to regulation 11 of these regulations; or
- (b) the Tangata Kaitiaki/Tiaki of the Mataitai reserve concerned; -

Provided that, in the case of (a), the Minister is satisfied, after consultation with that person, that such request is supported by the tangata whenua.

(2) Where the appointment of a Tangata Kaitiaki/Tiaki is cancelled pursuant to subclause (1) of this regulation, the Minister shall appoint another Tangata Kaitiaki/Tiaki nominated by the tangata whenua who made the original proposal for a Tangata Kaitiaki/Tiaki pursuant to regulation (11) of these regulations

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(3) The Chief Executive shall cause to be published in a newspaper circulating in the locality of the relevant customary food gathering area/rohe moana, and shall notify in the Gazette; -

- (a) the cancellation of any appointment of a Tangata Kaitiaki/Tiaki under subclause (1) of this regulation; and
- (b) the appointment of any new Tangata Kaitiaki/Tiaki under subclause (2); -

and such cancellation or appointment shall take effect from a date to be specified in the Gazette notice.

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## PART V

### POWERS OF TANGATA KAITIAKI / TIAKI IN A MATAITAI RESERVE

**18. Fishing in a Maitaitai reserve** - (1) Subject to this Part of these regulations, the Fisheries Amateur Fishing Regulations 1986 (SR 1986/221) and Regulation 10 of these regulations, shall apply in a Maitaitai reserve.

(2) No person shall engage in commercial fishing in a maitaitai reserve.

**19. Power to restrict or prohibit fishing in a Maitaitai reserve** - (1) Notwithstanding regulation 18 of these regulations, any person declared to be the Tangata Kaitiaki/Tiaki in respect of a Maitaitai reserve may make bylaws restricting or prohibiting the taking of fish from within the whole or any part of a Maitaitai reserve for any purpose that the Tangata Kaitiaki/Tiaki considers necessary for the sustainable management of the fish in that Maitaitai reserve.

(2) Any bylaws made under subclause (1) of this regulation may include bylaws imposing restrictions or prohibitions relating to all or any of the following matters:

- (a) the species of fish that may be taken;
- (b) the quantity of each species of fish that may be taken;
- (c) size limits relating to the species of fish that may be taken;
- (d) the method by which each species of fish may be taken;
- (e) the area or areas in which the fish may be taken; and
- (f) any other matter the Tangata Kaitiaki/Tiaki sees fit.

(3) Any bylaw made under this regulation shall apply generally to all persons fishing in a Maitaitai reserve.

(4) Any bylaw imposed under subclause (1) of this clause shall be deposited at the office of the Ministry nearest to the proposed Maitaitai reserve, and shall be open to the inspection of, and submissions from, the public during office hours for at least 15 working days immediately before the date on which the restriction or prohibition is notified to the Minister pursuant to regulation 20 of these regulations.

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(5) A Tangata Kaitiaki/Tiaki may amend any bylaw deposited with the Ministry under subclause (4) of this regulation, in light of any submission received, without having to further deposit the amended bylaw with the Ministry before notifying the Minister of that restriction or prohibition under regulation 20 of these regulations.

**20. Notification of restriction or prohibition** - (1) Any bylaw restricting or prohibition of fishing within a Maitaitai reserve to be imposed under regulation 19 of these regulations shall be notified by the Tangata Kaitiaki/Tiaki to the Minister accompanied by a copy of the bylaw, and a statement of the reasons why the Tangata Kaitiaki/Tiaki considers the proposed restriction or prohibition necessary or desirable for the sustainable management of the fish in that Maitaitai reserve.

(2) Upon receipt of any notice of a proposed bylaw placing restrictions or prohibitions on fishing in a Maitaitai reserve under subclause (1) of this regulation, the Minister shall approve as soon as practicable, and in any case no later than 60 working days the imposition by the Tangata Kaitiaki/Tiaki of that bylaw if satisfied that: -

- (a) the proposed bylaw is necessary or desirable for the sustainable management of the fish in that Maitaitai reserve; and
- (b) the proposed bylaw has been deposited with Ministry in accordance with regulation 19(4) of these regulations.

(3) Upon approving the imposition of a bylaw in a Maitaitai reserve under subclause (2) of this regulation, the Minister shall, as soon as practicable after approving such bylaw:

- (a) publish that bylaw in a newspaper circulating in the locality of the Maitaitai reserve; and
- (b) notify the bylaw in the Gazette.

(4) Upon rejecting the imposition of a bylaw in a Maitaitai reserve under subclause (2) of this regulation, the Minister shall notify the Tangata Kaitiaki/ Tiaki of that fact.

(5) Any bylaw approved under this regulation shall take effect from a date specified in the Gazette notice under subclause (3)(b) of this regulation.

**21. Power to authorise fishing for functions of a marae** - Notwithstanding regulations [19 - 20], but subject to regulation 10(2), of these regulations, the Tangata Kaitiaki/Tiaki in respect of a Maitaitai reserve, may authorise the taking of fish, by any specified person,

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within the whole or any part of that Mataitai reserve for the purpose of sustaining the functions of a marae.

22. **Fishing from registered commercial vessels** - No person shall fish from any registered commercial vessel in a Mataitai reserve unless expressly authorised to do by a Tangata Kaitiaki/Tiaki under regulation 21 of these regulations.
23. **Enhancement of fish stocks** - Notwithstanding regulations [19-20] of these regulations, any Tangata Kaitiaki/Tiaki in respect of a Mataitai reserve may authorise any person to take fish from any area within that Mataitai reserve and to release that fish within another part of that Mataitai reserve, for the purpose of enhancing the stock or stocks.

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## PART VI

### POWERS OF MINISTER TO INTERVENE

**24. Ministers powers to intervene in the management by Tangata Kaitiaki/Tiaki - (1)**

Where the Minister considers, after consulting with tangata whenua and the Tangata Kaitiaki/Tiaki, that for the purposes of these regulations:

- (a) the general customary food gathering area/rohe moana is not being sustainably managed; or
- (b) the management of any Maitaitai reserve will adversely affect the sustainable management of that Maitaitai reserve; or
- (c) the management of the Maitaitai reserve is not in accordance with any conditions agreed by the Minister and tangata whenua pursuant to regulation 14(1); or
- (d) the management of any Maitaitai reserve is significantly different from the aims specified in the approved form pursuant to regulation 11 for managing the Maitaitai reserve; or
- (e) the requirements under regulations 25 and 26 are not being met by the Tangata Kaitiaki/Tiaki; -
- (f) a Tangata Kaitiaki/Tiaki is acting in contravention of their authority under these regulations:-

the Minister shall provide such advice and assistance as he or she considers necessary to enable the Tangata Kaitiaki/Tiaki to remedy the matters forming the basis of the Minister's concerns under subclause (1) of this regulation.

(2) Where, after consultation with tangata whenua, the Minister considers that a Tangata Kaitiaki/Tiaki is unable or unwilling to implement any advice or assistance provided under subclause (1) of this regulation, the Minister and tangata whenua shall, as soon as reasonably practicable, and in any case no longer than 60 working days after the commencement of consultation by the Minister, develop a management strategy to sustainably manage the fishery, and the Minister shall require Tangata Kaitiaki/Tiaki, by notice in writing, to observe the management strategy until such time as the Minister, after consultation with tangata whenua, is satisfied that the stock concerned is being sustainably managed.

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(3) Where the Minister requires the Tangata Kaitiaki/Tiaki to observe a management strategy under subclause (2) of this regulation, no restriction or prohibition/bylaws imposed under regulation 19 of these regulations shall be made which is inconsistent with that management strategy.

(4) Where any Tangata Kaitiaki/Tiaki fails to follow a management strategy provided pursuant to subclause (2) of this regulation, the Minister, shall notify the local tangata whenua of that Tangata Kaitiaki/Tiaki and may cancel the appointment of that Tangata Kaitiaki/Tiaki, by notice in the Gazette.

(5) Where the appointment of a Tangata Kaitiaki/Tiaki is cancelled under this Part of the regulations, that person shall, at the discretion of the Minister, not be eligible for re-appointment for a period of up to 5 years after the date of cancellation.

(6) Where the appointment of a Tangata Kaitiaki/Tiaki is cancelled pursuant to subclause (4) of this regulation, the Minister shall appoint another Tangata Kaitiaki/Tiaki nominated by the tangata whenua who made the original proposal for a Tangata Kaitiaki/Tiaki pursuant to regulation 4(1), 7(4) or 15 of these regulations, within 60 working days of receiving that nomination.

(7) The Chief Executive shall cause to be published in a newspaper circulating in the locality of the relevant customary food gathering area/rohe moana or mataitai reserve, and shall notify in the Gazette; -

- (a) the cancellation of any appointment of a Tangata Kaitiaki/Tiaki under subclause (1) of this regulation; and
- (b) the appointment of any new Tangata Kaitiaki/Tiaki under subclause (6) ; -

and such cancellation or appointment shall take effect from a date to be specified in the Gazette notice

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## PART VII

### ACCOUNTABILITY MECHANISMS

25. **Records of authorisations** - Every Tangata Kaitiaki/Tiaki appointed under these regulations shall keep accurate records of every authorisation granted, and such records shall specify full particulars of that authorisation.
26. **Records of fish taken** - Every Tangata Kaitiaki/Tiaki appointed under these regulations shall keep accurate records of the species and quantities of fish taken by those persons authorised to fish under these regulations, as advised by those persons under regulation 28 of these regulations.
27. **Reporting** - Any person authorised to fish under these regulations shall advise the Tangata Kaitiaki/Tiaki of the species and quantity of fish taken pursuant to that authorisation, no later than 10 working days of the taking of those fish.
28. **Notification** - (1) On the last days of January, March, June and September in every year, every Tangata Kaitiaki/Tiaki appointed pursuant to these regulations shall provide to the office of the Ministry closest to the customary food gathering area/rohe moana or the Maitaitai reserve for which the Tangata Kaitiaki/Tiaki has been appointed, copies of every record kept by the Tangata Kaitiaki/Tiaki pursuant to regulations 25 and 26 of these regulations during the preceding three months.
- (2) Notwithstanding anything in subclause (1) of this regulation, where a Fisheries Officer has reasonable cause to suspect an offence has been committed under these regulations, every Tangata Kaitiaki/Tiaki appointed pursuant to these regulations shall make available to any Fisheries Officer, on request, details of the matters referred to in subclause (1) of this regulation.
29. **Tangata Kaitiaki/Tiaki to meet and inform tangata whenua** - (1) The Tangata Kaitiaki/Tiaki shall, no later than the 31st day of March in each year, hold a meeting with the tangata whenua and shall at that meeting report on:
- (i) the administration of these regulations by the Tangata Kaitiaki/Tiaki within the customary food gathering area/rohe moana;
  - (ii) the number of authorisations granted for the period and the species for which authorisations were granted;

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- (iii) any restrictions or prohibitions in force for that period;
- (iv) the number of Mataitai reserves and other places of customary food gathering importance in the area/rohe moana of the tangata whenua; and
- (v) the number of number of authorisations granted for the purposes of sustaining the functions of the marae or such other customary food gathering purpose in the area/rohe moana of the tangata whenua.

(2) The Tangata Kaitiaki/Tiaki shall publicly notify the holding of every meeting held under subclause (1) of this regulation.

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## PART VIII

### OFFENCES AND PENALTIES

30. **Taking of fish without approval or authorisation prohibited** - (1) It shall be an offence for any person to take fish, whether from a registered fishing vessel or otherwise, pursuant to these regulations, unless:
- (a) that person has been authorised, and is in possession of an authorisation, to take fish granted by a Kaitiaki/ Tangata tiaki pursuant to regulation 10 of these regulations.
  - (b) that person has been authorised, and is in possession of an authorisation, to take fish within the whole or any of the mataitai reserve for the purpose of sustaining the functions of a marae pursuant to regulation 21 of these regulations.
  - (c) that taking is not contrary to any restriction or prohibition imposed under regulation 19 of these regulations.
31. **Possessing fish taken without approval or authorisation prohibited** - (1) It shall be an offence for any person to be in possession of fish, pursuant to these regulations, unless:
- (a) those fish were taken pursuant to an authorisation to take fish granted by a Kaitiaki/ Tangata tiaki pursuant to regulation 10 of these regulations.
  - (b) those fish were taken pursuant to an authorisation to take fish granted by a Kaitiaki/ Tangata tiaki pursuant to regulation 21 of these regulations.
32. **Penalties** - Every person who commits an offence against these regulations shall,-
- (a) on the first occasion on which the person is convicted of any such offence or more than one such offence, be liable, in respect of that offence or, as the case may be, each of those offences, to a fine not exceeding \$5,000:
  - (b) on every occasion, other than the occasion referred to in paragraph (a) of this section, on which the person is convicted of any such offence or more than one such offence, be liable, in respect of that offence or, as the case may be, each of those offences, to a fine not exceeding \$10,000.

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## PART IX

### MISCELLANEOUS

33. **Iwi Planning Document** - Any Tangata Kaitiaki/Tiaki may prepare a management plan for the area/rohe moana for which they have authority. If any Tangata Kaitiaki/Tiaki do prepare such a plan, the plan shall be deemed to be a planning document recognised by an iwi authority for the purposes of the Resource Management Act 1991.
34. **Honorary Fishery Officers** - Any Tangata Kaitiaki/Kaitiaki may nominate to the Chief Executive Officer, that any person be appointed as an honorary fishery officer pursuant to section 197 of the Fisheries Act 1996.
35. **Assistance to Tangata Kaitiaki/Tiaki** - The Minister shall provide any Tangata Kaitiaki/Tiaki such information and assistance necessary to the proper administration of these regulations and in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

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**ATTACHMENT 12.151**  
**STATUTORY ACKNOWLEDGEMENT FOR TE TAI Ō MAROKURA**  
**(KAIKOURA COASTAL MARINE AREA)**  
*(Clause 12.16)*

**1. Statutory Area**

The area to which this Statutory Acknowledgement applies (“Statutory Area”) is Te Tai ō Marokura (the Kaikoura Coastal Marine Area), the Coastal Marine Area of the Kaikoura constituency of the former Nelson Marlborough region, as shown on SO Plan 14497, Marlborough Land District, extended northwards (but not eastwards) to the Takiwā of Ngāi Tahu Whānui, such boundary determined in the same manner as for the northern boundary of the Ngāi Tahu Claim Area as shown on Allocation Plan [ ] (SO Plan [ ]).

**2. Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement ), the Crown acknowledges Te Rūnanga’s statements of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Te Tai ō Marokura as set out below.

**3. Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The formation of the coastline of Te Wai Pounamu relates to the tradition of Te Waka o Aoraki, which foundered on a submerged reef, leaving its occupants, Aoraki and his brothers, to turn to stone. They are manifested now in the highest peaks in the Kā Tiritiri o Te Moana (the Southern Alps). The bays, inlets, estuaries and fiords which stud the coast are all the creations of Tū Te Rakiwhānoa, who took on the job of making the island suitable for human habitation.
- 3.2 For Ngāi Tahu, traditions such as these represent the links between the cosmological world of the Gods and present generations. These histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 The Kaikōura Coastline took its name from Tama Ki Te Rangi, an early explorer in the time of Tamatea Pokaiwhenua, who decided to explore the South Island. On his way from the North Island, Tama ki Te Rangi stopped in the area now known as Kaikōura and ate some of the crayfish that populate the area over an open fire. From Tama Ki Te Rangi’s feast on crayfish, the area was named, Te



Ahi Kaikōura a Tama ki Te Rangi - the fires where Tama Ki Te Rangi ate crayfish.

- 3.4 Because of its attractiveness as a place to establish permanent settlements, including pā (fortified settlements), the coastal area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of the Ngāi Tahu Whānui. Battle sites, urupā and landscape features bearing the names of tūpuna (ancestors) record this history. Prominent headlands, in particular, were favoured for their defensive qualities and became the headquarters for a succession of rangatira and their followers.
- 3.5 One of the leading sites in Kaikōura in pre-contact times was Takahaka marae, which is still occupied by Ngāi Tahu. From the time the Ngai Tahu leader Maru Kaitatea took Takahaka Pā for Ngāi Tahu occupation, the site acted as a staging site for Ngai Tahu migrations further south. Other pā in the area included Pariwhakatau, Mikonui, Ōaro and Kahutara. Place names along the coast, such as the gardens of Tamanuhiri and the Waikoau River, record Ngāi Tahu history and point to the landscape features which were significant to people for a range of reasons.
- 3.6 The results of the struggles, alliances and marriages arising out of these migrations were the eventual emergence of a stable, organised and united series of hapū located at permanent or semi-permanent settlements along the coast, with a intricate network of mahinga kai (food gathering) rights and networks that relied to a large extent on coastal resources.
- 3.7 As well as the crayfish for which the area is famous, the whole of the Kaikōura area offered a bounty of mahinga kai including a range of kaimoana (sea food); sea fishing; eeling and harvesting of other freshwater fish in lagoons and rivers; marine mammals (providing whale meat and seal pups); waterfowl, sea bird egg gathering and forest birds; and a variety of plant resources including harakeke (flax), fern and tī root.
- 3.8 A particular feature of the Ngāi Tahu relationship with the Kaikōura coastal area is the special connection with the whales which frequent the area. This relationship has its basis in tradition. The well-known rangatira (chief) and brave warrior of the Ngāti Kuri hapū of Ngāi Tahu, Te Rakaitauneke, was said to have a kaitiaki whale, named Mata mata, who dwelt in the sea opposite Te Rakaitauneke's home in Tahuna Torea (Goose Bay). Mata mata's sole duty and purpose in life was to do Te Rakaitauneke's bidding, to serve all his needs and to guard him against harm. Everywhere Te Rakaitauneke went, Mata mata went too. When Te Rakaitauneke went to Takahanga, Mata mata could be seen blowing

outside the garden of memories, as close to shore as he could possibly get. Te Rakaitauneke's love for Mata mata was as great as the whale's love for him.

- 3.9 After Te Rakaitauneke's death, Mata mata was not seen along the Kaikoura coast for some time, and it was remoured that he had gone away and died of sorrow at the loss of his master. There were those, however, who remembered Te Rakaitauneke's prediction that after his death Mata mata would only return when one of his decendants was facing imminent danger or death. There are many stories since that time of a Mata mata appearing to foretell the death of one of Te Rakaitauneke's decendants. It is also said that many of the descendants of Te Rakaitauneke, when faced with peril on the high seas, have been saved by the timely intervention of a whale.
- 3.10 The Kaikōura coast was also a major highway and trade route, particularly in areas where travel by land was difficult. Travel by sea between settlements and hapū was common, with a variety of different forms of waka, including the southern waka hunua (double-hulled canoe) and, post-contact, whale boats plying the waters continuously. Hence tauranga waka (landing places) occur up and down the coast in their hundreds and wherever a tauranga waka is located there is also likely to be a nohoanga (settlement), fishing ground, kaimoana resource and rimurapa (bull kelp), with the sea trail linked to a land trail or mahinga kai resource. The tūpuna had a huge knowledge of the coastal environment and weather patterns, passed from generation to generation. This knowledge continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the coast.
- 3.11 Numerous urupā are being exposed or eroded at various times along much of coast. Water burial sites on the coast, known as waiwhakaheketūpāpaku, are also spiritually important and linked with important sites on the land. Places where kaitāngata (the eating of those defeated in battle) occurred are also wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected in secret locations.
- 3.12 The mauri of the coastal area represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the coastal area.

#### 4. Effect of Statutory Acknowledgement

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Te Tai ō Marokura, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Te Tai ō Marokura as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

#### 5. **Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Te Tai ō Marokura than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Te Tai ō Marokura.

5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.

5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Tai ō Marokura.

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STATUTORY ACKNOWLEDGEMENT FOR TE TAI Ō MAHAANUI  
(SELWYN - BANKS PENINSULA COASTAL MARINE AREA)

**ATTACHMENT 12.152**  
**STATUTORY ACKNOWLEDGEMENT FOR TE TAI Ō MAHAANUI**  
**(SELWYN - BANKS PENINSULA COASTAL MARINE AREA)**  
*(Clause 12.16)*

**1. Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is Te Tai ō Mahaanui (Selwyn – Banks Peninsula Coastal Marine Area), the Coastal Marine Area of the Selwyn-Banks Peninsula constituency of the Canterbury region, as shown on SO Plan 19407, Canterbury Land District as shown on Allocation Plan [ ] (SO Plan [ ]).

**2. Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statements of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Te Tai ō Mahaanui as set out below.

**3. Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The formation of the coastline of Te Wai Pounamu relates to the tradition of Te Waka o Aoraki, which foundered on a submerged reef, leaving its occupants, Aoraki and his brothers, to turn to stone. They are manifested now in the highest peaks in the Kā Tiritiri o Te Moana (the Southern Alps). The bays, inlets, estuaries and fiords which stud the coast are all the creations of Tū Te Rakiwhānoa, who took on the job of making the island suitable for human habitation.
- 3.2 The naming of various features along the coastline reflects the succession of explorers and iwi (tribes) who travelled around the coastline at various times. The first of these was Māui, who fished up the North Island, and is said to have circumnavigated Te Wai Pounamu. In some accounts the island is called Te Waka a Māui in recognition of his discovery of the new lands, with Rakiura (Stewart Island) being Te Puka a Māui (Māui's anchor stone). A number of coastal places names are attributed to Māui, particularly on the southern coast.
- 3.3 There are a number of traditions relating to Te Tai ō Mahaanui. One of the most famous bays on the Peninsula is Akaroa, the name being a southern variation of the word 'Whangaroa'. The name refers to the size of the harbour. As with all other places in the South Island, Akaroa placenames recall the histories and

STATUTORY ACKNOWLEDGEMENT FOR TE TAI Ō MAHAANUI  
(SELWYN - BANKS PENINSULA COASTAL MARINE AREA)

traditions of the three tribes which now make up Ngāi Tahu Whānui: Waitaha, Ngāti Mamoe and Ngāi Tahu.

- 3.4 Waitaha traditions tell that after Rakaihautu had dug the southern lakes with his kō (digging stick) – Tuwhakaroria – he and his son, Rokohouia, returned to Canterbury with their people. On the return, Rakaihautu buried his kō (a tool similar to a spade) on a hill overlooking the Akaroa harbour. That hill was called ‘Tuhiraki’ (Bossu). Rakaihautu remained in this region for the rest of his life.
- 3.5 For Ngāi Tahu, traditions such as these represent the links between the cosmological world of the Gods and present generations. These histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.6 Because of its attractiveness as a place to establish permanent settlements, including pā (fortified settlements), the coastal area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. Battle sites, urupā and landscape features bearing the names of tūpuna (ancestors) record this history. Prominent headlands, in particular, were favoured for their defensive qualities and became the headquarters for a succession of rangatira and their followers.
- 3.7 Ngāi Tahu connections to Akaroa came after the settling of Kaiapoi Pa in North Canterbury. Akaroa harbour was soon allocated to a number of chiefs by Tūrākautahi of Kaiapoi. One chief, Te Ruahikihiki, settled at Whakamoa near the Akaroa Heads at the south east end of the harbour. Te Ruahikihiki fell in love with the elder sister of his wife, Hikaiti. As it was customary at that time for chiefs to have several wives, Te Ruahikihiki took the elder sister, Te Ao Taurewa, as his wife.
- 3.8 Hikaiti fell into a deep depression and resolved to kill herself. She arose early in the morning, combed her hair and wrapped her cloak tightly around herself. She went to the edge of the cliff where she wept, greeted the land and the people of her tribe. With her acknowledgements made, she cast herself over the cliff where she was killed on the rocks. The body remained inside the cloak she had wrapped around herself. This place became known as ‘Te Tarere a Hikaiti’ (the place where Hikaiti leapt). After a long period of lamentation, Te Ruahikihiki and his people moved to the south end of Banks Peninsula to Te Waihora (Lake Ellesmere).

STATUTORY ACKNOWLEDGEMENT FOR TE TAI Ō MAHAANUI  
(SELWYN - BANKS PENINSULA COASTAL MARINE AREA)

- 3.9 Another one of the senior chiefs within the Akaroa harbour was Te Ake whose hapū was Ngāi Tuhaitara. Ōtokotoko was claimed by Te Ake when he staked his tokotoko (staff) at that end of the bay. Te Ake's daughter, Hine Ao, is now represented as a taniwha that dwells with another taniwha, Te Rangiorahina, in a rua (hole) off Opukutahi Reserve in the Akaroa Harbour. Hine Ao now carries the name Te Wahine Marukore. These taniwha act as (kaitiaki) guardians for local fisherman.
- 3.10 The results of the struggles, alliances and marriages arising out of these migrations were the eventual emergence of a stable, organised and united series of hapū located at permanent or semi-permanent settlements along the coast, with a intricate network of mahinga kai (food gathering) rights and networks that relied to a large extent on coastal resources.
- 3.11 The whole of the coastal area offered a bounty of mahinga kai including a range of kaimoana (sea food); sea fishing; eeling and harvest of other freshwater fish in lagoons and rivers; marine mammals providing whale meat and seal pups; waterfowl, sea bird egg gathering and forest birds; and a variety of plant resources including harakeke (flax), fern and tī root.
- 3.12 The coast was also a major highway and trade route, particularly in areas where travel by land was difficult. Travel by sea between settlements and hapū was common, with a variety of different forms of waka, including the southern waka hunua (double-hulled canoe) and, post-contact, whale boats plying the waters continuously. Hence tauranga waka occur up and down the coast in their hundreds and wherever a tauranga waka is located there is also likely to be a nohoanga (settlement), fishing ground, kaimoana resource, rimurapa (bull kelp) with the sea trail linked to a land trail or mahinga kai resource. The tūpuna had a huge knowledge of the coastal environment and weather patterns, passed from generation to generation. This knowledge continues to be held by whānau and hāpu and is regarded as tāonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the coast.
- 3.13 Numerous urupā are being exposed or eroded at various times along much of the coast. Water burial sites on the coast, known as waiwhakaheketūpāpaku, are also spiritually important and linked with important sites on the land. Places where kaitāngata (the eating of those defeated in battle) occurred are also wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected in secret locations.

STATUTORY ACKNOWLEDGEMENT FOR TE TAI Ō MAHAANUI  
(SELWYN - BANKS PENINSULA COASTAL MARINE AREA)

3.14 The mauri of the coastal area represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the coastal area.

**4. Effect of Statutory Acknowledgement**

4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:

- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Te Tai ō Mahaanui, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
- (c) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Te Tai ō Mahaanui as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5. Limitations on effect of Statutory Acknowledgement**

5.1 Except as expressly provided in sections [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaws; and
- (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Te Tai ō Mahaanui than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Te Tai ō Mahaanui.

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STATUTORY ACKNOWLEDGEMENT FOR TE TAI Ō MAHAANUI  
(SELWYN - BANKS PENINSULA COASTAL MARINE AREA)

- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Tai ō Mahaanui.



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STATUTORY ACKNOWLEDGEMENT FOR TE MIMI Ō TŪ TE RAKIWHĀNOA (FIORDLAND COASTAL MARINE AREA)

**ATTACHMENT 12.153**  
**STATUTORY ACKNOWLEDGEMENT FOR TE MIMI Ō TŪ TE**  
**RAKIWHĀNOA (FIORDLAND COASTAL MARINE AREA)**  
*(Clause 12.16)*

**1. Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) Te Mimi ō Tū Te Rakiwhānoa (Fiordland Coastal Marine Area) is the Coastal Marine Area of the Te Anau constituency of the Southland region, as shown on SO Plan 11503, Southland Land District as shown on Allocation Plan [ ] (SO Plan [ ]).

**2. Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Te Mimi ō Tū Te Rakiwhānoa as set out below.

**3. Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The fiords of this region represent, in tradition, the raised up sides of Te Waka o Aoraki. The waka (canoe) foundered on a submerged reef and its occupants, Aoraki and his brothers, Raraki, Rakiroa and others, were turned to stone. They stand now as the highest peaks of Kā Tiritiri o te Moana (the Southern Alps). The fiords at the southern end of the Alps were hacked out of the raised side of the wrecked waka by Tū Te Rakiwhānoa, in a effort to make it habitable by humans. The deep gouges and long waterways that make up the fiords were intended to provide safe havens on the rugged coastline, and stocked with fish, forest and birds to sustain travellers.
- 3.2 For Ngāi Tahu, traditions such as these represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.3 Particular stretches of the coastline also have their own traditions. The visit of Tamaahua to Piopiotahi (Milford Sound) in search of Poutini, who had absconded with his wife Waitaiki, is linked to the creation of Pounamu further north on Te Tai Poutini (the West Coast). The koko-tangiwai which is found in Piopiotahi has



## STATUTORY ACKNOWLEDGEMENT FOR TE MIMI Ō TŪ TE RAKIWHĀNOA (FIORDLAND COASTAL MARINE AREA)

its basis in a visit to Piopiotahi by the waka Tairea. A woman, Koko-tangiwai, and her children, known as Matakirikiri, were left behind by the Tairea and were turned into varieties of pounamu.

- 3.4 Place names along the coast record Ngāi Tahu history and point to the landscape features which were significant to people for a range of reasons. For example, in his voyage around the Sounds in the waka Takitimu, Tamatea gave the chiselled terrain the name 'Te Rua-o-te-moko', likening the deep gouges adorning the impressive cliff faces of the fiords to the tattoos on a chief's face. Martins Bay (Whakatipu-waitai or Kotuku) to the north of the fiords was the site of an old settlement, located to control the pounamu resources to be found here. An area of Doubtful Sound is known as Kahui-te-kakapo, Dagg Sound had a canoe harbour known as Te Rā. Breaksea Island (within Breaksea Sound – Te Puitaha) is known as Te Au Moana, referring to the ocean current that sweeps around the inlet. Cape Providence is known as Ōrariki, a cliff near here is called Taka-o-te-karehu-o-Tamatea, referring to an episode when some tattooing ink belonging to Tamatea washed over board. Chalky Sound is known as Taiari and a rock in the Sound is known as Te Kakahu-o-Tamatea, a place where Tamatea had his clothes spread out to dry after being drenched by the salt spray. Preservation Inlet has the name Rakituma.
- 3.5 The area was visited mainly by Ngāti Mamoe and Ngāi Tahu, who had various routes and nohoanga for the purpose of gathering koko-tangiwai and manu (birds), particularly the kākāpō. The area played a significant role in the history of conflict between Ngāi Tahu and Ngāti Mamoe, with a number of Ngāti Mamoe taking refuge in the isolation of the fiords in order to escape the unforgiving attitudes of some sections of Ngāi Tahu. The noted rangatira Tarewai from Otago Heads met his end here at the hands of Ngāti Mamoe, having pursued them from the Otago Peninsula to Rakituma. Tarewai and his warriors were successfully ambushed by those they were pursuing, with the result that no one ever returned to Otago from this battle. Te Whare Pā in Rakitimu was the scene of one of the last major battles between Ngāti Mamoe and Ngāi Tahu.
- 3.6 Another dark piece of history occurred Te Tauraka o te Hupokeka (Anita Bay). Hupokeka and his whānau (family) regularly visited Piopiotahi, travelling from Murihiku to gather koko-tangiwai, and staying at a nohoanga in Anita Bay. It was here, in the 1820s, that he and his whānau were slaughtered by sealers in retribution for an incident of which they were quite innocent.
- 3.7 Because of its attractiveness as a place to establish permanent settlements, including pā (fortified settlements), the coastal area was visited and occupied first by Ngāti Mamoe and later by Ngāi Tahu. Through conflict and alliance these two

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STATUTORY ACKNOWLEDGEMENT FOR TE MIMI Ō TŪ TE RAKIWHĀNOA (FIORDLAND COASTAL MARINE AREA)

iwi have merged in the whakapapa (genealogy) of Ngāi Tahu. Battles sites, urupā and landscape features bearing the names of tūpuna (ancestors) record this history. Prominent headlands, in particular, were favoured for their defensive qualities and became the headquarters for a succession of rangatira and their followers. Notable pā and nohoanga occurred in many areas on the Fiordland coast including: Milford (Lake Marchant) and Caswell Sounds; Kahui-te-kakapo (Doubtful Sound), known as the gathering place of the kakapo, in reference to the gathering of kakapo meat and feathers which was one of the key reasons that Ngāi Tahu Whānui regularly travelled to the fiords; Dagg Sound gets the sun all day, and consequently is well known as a nohoanga site, it also has a good canoe harbour known as Te Rā; Rakituma is the site of several pā or nohoanga, including one at Matauira and another at Te Whare Pā.

- 3.8 It was the koko-tangiwai and kākāpō which primarily attracted Ngāi Tahu to Fiordland. The koko-tangiwai is favoured as a softer type of pounamu, more easily shaped into a finer quality of end product. It was therefore particularly sought-after for the making of ornaments, such as hei-tiki. The area also offered many other mahinga kai to sustain parties on their arduous expeditions, including a range of manu (birds), fish and kaimoana resources.
- 3.9 The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the area, the relationship of people with the coastline and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 3.10 There are two principal trails linking the Fiordland coast with the rest of Te Wai Pounamu (the South Island). A sea route around the fiords links Piopiotahi to Murihiku, and was the main route by which the koko-tangiwai gathered from that end of the fiords was transported. The inland route for transporting koko-tangiwai by back pack lay over what is now known as the Milford track, over Ōmanui (McKinnon Pass), down the Waitawai (Clinton River) to the head of Te Ana-au (Lake Te Anau). From there, the pounamu would be transported by mokihi to the head of the Waiau River, and from there down the Waiau to Te Ara a Kiwa (Foveaux Strait). In addition, a trail from Martins Bay, up the Hollyford Valley and over into the Routeburn Valley to the pounamu source at the head of Lake Whakatipu-wai-Māori, was commonly used by Tai Poutini iwi, who regularly travelled south via this route to obtain koko-tangiwai.
- 3.11 Hence tauranga waka (landing places) occur up and down the coast and wherever a tauranga waka is located there is also likely to have been a nohoanga, fishing ground, kaimoana resource, with the sea trail linked to a land trail or mahinga kai

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STATUTORY ACKNOWLEDGEMENT FOR TE MIMI Ō TŪ TE RAKIWHĀNOA (FIORDLAND COASTAL MARINE AREA)

resource. The tūpuna had a huge knowledge of the coastal environment and weather patterns, passed from generation to generation. This knowledge continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the coast.

- 3.12 The fiords are the repository of many koiwi tāngata, secreted away in keeping places throughout the region. There are also many other wāhi tapu in the area, including examples of rock art in Chalky Sound. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected in secret locations.
- 3.13 The mauri of Te Mimi ō Tū Te Rakiwhānoa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

#### 4. Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Te Mimi ō Tū Te Rakiwhānoa, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Te Mimi ō Tū Te Rakiwhānoa as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

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STATUTORY ACKNOWLEDGEMENT FOR TE MIMI Ō TŪ TE RAKIWHĀNOA (FIORDLAND COASTAL MARINE AREA)

**5. Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [     ], and [     ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaws; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Te Mimi ō Tū Te Rakiwhānoa than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Te Mimi ō Tū Te Rakiwhānoa.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Mimi ō Tū Te Rakiwhānoa.

**ATTACHMENT 12.154**  
**STATUTORY ACKNOWLEDGEMENT FOR TE TAI O ARAI TE URU**  
**(OTAGO COASTAL MARINE AREA)**  
*(Clause 12.16)*

**1 Specific Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is Te Tai o Arai Te Uru (the Otago Coastal Marine Area), the Coastal Marine Area of the Moeraki, Dunedin Coastal and Molyneaux constituencies of the Otago region, as shown on SO Plans 24250, 24249, and 24252, Otago Land District and as shown on Allocation Plan NT 505 (SO Plan [ ]).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Te Tai o Arai Te Uru as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 The formation of the coastline of Te Wai Pounamu relates to the tradition of Te Waka o Aoraki, which foundered on a submerged reef, leaving its occupants, Aoraki and his brothers, to turn to stone. They are manifested now in the highest peaks in the Kā Tiritiri o Te Moana (the Southern Alps). The bays, inlets, estuaries and fiords which stud the coast are all the creations of Tū Te Rakiwhānoa, who took on the job of making the island suitable for human habitation.
- 3.2 The naming of various features along the coastline reflects the succession of explorers and iwi (tribes) who travelled around the coastline at various times. The first of these was Māui, who fished up the North Island, and is said to have circumnavigated Te Wai Pounamu. In some accounts the island is called Te Waka a Māui in recognition of his discovery of the new lands, with Rakiura (Stewart Island) being Te Puka a Māui (Māui's anchor stone). A number of coastal place names are attributed to Māui, particularly on the southern coast.
- 3.3 The great explorer Rakaihautu travelled overland along the coast, identifying the key places and resources. He also left many place names on prominent coastal features. Another explorer, Tamatea, sailed along the Otago coast in the waka Takitimu. After the waka eventually broke its back off the coast of Murihiku,



Tamatea and the survivors made their way overland back to the North Island, arriving at the coast by the place Tamatea named O-amaru (Oamaru).

- 3.4 Place names along the coast record Ngāi Tahu history and point to the landscape features which were significant to people for a range of reasons. For example, some of the most significant rivers which enter the coastal waters of Otago include: Waitaki, Kakaunui, Waihemo (Shag), Waikouaiti, Kaikarae (Kaikorai), Tokomairiro, Mata-au (Clutha), Pounaweia (Catlins). Estuaries include: Waitete (Waitati), Ōtākou (Otago), Makahoe (Papanui Inlet), Murikauhaka (Mata-au and-Koau estuaries), Tahaukupu (Tahakopa estuary), Waipatiki (Wapati Estuary). Islands in the coastal area include Okaihe (St Michaels Island), Moturata (Taieri Island), Paparoa, Matoketoke, Hakinikini, and Aonui (Cooks Head).
- 3.5 Particular stretches of the coastline also have their own traditions. The tradition of the waka (canoe) Arai Te Uru and its sinking at the mouth of the Waihemo (Shag River) has led to the coastal area of Otago being known as Te Tai o Araiteuru (the coast of Arai Te Uru). Accounts of the foundering, the wreckage, and the survivors of this waka are marked by numerous landmarks almost for the length of the Otago coast. The boulders on Moeraki coast (Kai Hinaki) and the Moeraki pebbles are all associated with the cargo of gourds, kumara and taro seed which were spilled when the Arai Te Uru foundered.
- 3.6 For Ngāi Tahu, traditions such as these represent the links between the cosmological world of the Gods and present generations. These histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 3.7 Because of its attractiveness as a place to establish permanent settlements, including pā (fortified settlements), the coastal area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. Battle sites, urupā and landscape features bearing the names of tūpuna (ancestors) record this history. Prominent headlands, in particular, were favoured for their defensive qualities and became the headquarters for a succession of rangatira and their followers. Notable pā on the Otago coast include: Makotukutuku (Oamaru), Te Raka-a-hineatea (Moeraki), Te Pā Katata, Pā a Te Wera, (Huriawa Peninsula), Māpoutahi (Pūrākaunui), Pukekura (Taiaroa Head), Moturata (Taieri Island). The estuaries from the Waitaki River to the Chaslands also supported various hapū.
- 3.8 Tūpuna such as Waitai, Tukiauau, Whaka-taka-newha, Rakiiamoā, Tarewai, Maru, Te Aparangi, Taoka, Moki II, Kapo, Te Wera, Tu Wiri Roa, Taikawa, Te Hau-tapa-nui-o-tu among the many illustrious ancestors of Ngāti Mamoe and Ngāi

Tahu lineage whose feats and memories are enshrined in the landscape, bays, tides and whakapapa of Otago.

- 3.9 The results of the struggles, alliances and marriages arising out of these migrations were the eventual emergence of a stable, organised and united series of hapū located at permanent or semi-permanent settlements along the coast, with a intricate network of mahinga kai (food gathering) rights and networks that relied to a large extent on coastal resources. Chiefs such as Korako (several), Tahatu, Honekai, Ihutakuru, Karetai, Taiaroa, Potiki, Tuhawaiki, Pokene being some among a number who had their own villages and fishing grounds. Otago Peninsula (Muaupoko) had many kainga nohoanga with a multitude of hapū occupying them. At one time up to 12 kainga existed in the lower Otago harbour, some larger and more important than others.
- 3.10 The whole of the coastal area offered a bounty of mahinga kai including a range of kaimoana (sea food); sea fishing; eeling and harvest of other freshwater fish in lagoons and rivers; marine mammals providing whale meat and seal pups; waterfowl, sea bird egg gathering and forest birds; and a variety of plant resources including harakeke (flax), fern and tī root. In many areas the reliance on these resources increased after the land sales of the 1840s and 1850s, and the associated loss of access to much traditional land-based mahinga kai.
- 3.11 Many reefs along the coast are known by name and are customary fishing grounds, many sand banks, channels, currents and depths are also known for their kaimoana. One example is Poatiri (Mt Charles - Cape Saunders) the name of which refers to a fish hook. Poatiri juts out into the Pacific, close to the continental shelf, and is a very rich fishing ground. Another example is Blueskin Bay which was once a kohanga (breeding ground) for the right whale, although it is well over 150 years since it has seen this activity.
- 3.12 Other resources were also important in the coastal area. Parn (black mud used for dying) was obtained from some areas. Some of the permanent coastal settlements, such as those at the mouth of the Mata-au (Clutha River), and at Ōtākou and Pūrākaunui, were important pounamu manufacturing sites. Trading between these villages to the south and north via sea routes was an important part of the economy.
- 3.13 The Otago coast was also a major highway and trade route, particularly in areas where travel by land was difficult. Pounamu and tītī were traded north with kumara, taro, waka, stone resources and carvings coming south. Travel by sea between settlements and hapū was common, with a variety of different forms of waka, including the southern waka hunua (double-hulled canoe) and, post-contact, whale boats plying the waters continuously. Hence tauranga waka (landing

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places) occur up and down the coast in their hundreds and wherever a tauranga waka is located there is also likely to be a nohoanga (settlement), fishing ground, kaimoana resource, rimurapa (bull kelp - used to make the poha, in which tūti were and still are preserved) with the sea trail linked to a land trail or mahinga kai resource. The tūpuna had a huge knowledge of the coastal environment and weather patterns, passed from generation to generation. This knowledge continues to be held by whānau and hapū and is regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the coast.

- 3.14 Numerous urupā are being exposed or eroded at various times along much of coast. Water burial sites on the coast, known as waiwhakaheketūpāpaku, are also spiritually important and linked with important sites on the land. Places where kaitangata (the eating of those defeated in battle) occurred are also wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected in secret locations.
- 3.15 The mauri of the coastal area represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the coastal area.

#### **4. Effect of Statutory Acknowledgement**

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Te Tai o Arai Te Uru, as provided in section [ ] of the Settlement Legislation (clause 12.2. 4 of the Deed of Settlement);
  - (c) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Te Tai o Arai Te Uru as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).

**5. Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in sections [     ], and [     ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Te Tai o Arai Te Uru than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Te Tai o Arai Te Uru.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Tai o Arai Te Uru.

  
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STATUTORY ACKNOWLEDGEMENT FOR RAKIURA/TE ARA A KIWA (RAKIURA/FOVEAUX STRAIT  
COASTAL MARINE AREA)

**ATTACHMENT 12.155**  
**STATUTORY ACKNOWLEDGEMENT FOR RAKIURA/TE ARA A**  
**KIWA (RAKIURA/FOVEAUX STRAIT COASTAL MARINE AREA)**  
*(Clause 12.16)*

**1 Statutory Area**

Rakiura/Te Ara a Kiwa (Rakiura/Foveaux Strait Coastal Marine Area); the Coastal Marine Area of the Hokonui and Awarua constituencies of the Southland region, as shown on SO Plans 11505 and 11508, Southland Land District as shown on Allocation Plan [ ] (SO Plan [ ]).

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statements of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Rakiura/Te Ara a Kiwa as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

- 3.1 Generally the formation of the coastline of Te Wai Pounamu relates to the tradition of Te Waka o Aoraki, which foundered on a submerged reef, leaving its occupants, Aoraki and his brother to turn to stone. They are manifested now in the highest peaks of the Kā Tititiri of Te Moana (the Southern Alps). The bays, inlets, estuaries and fiords which stud the coast are all the creations of Tū Te Rakiwhānoa, who took on the job of making the island suitable for human habitation.
- 3.2 The naming of various features along the coastline reflects the succession of explorers and iwi (tribes) who travelled around the coastline at various times. The first of these was Māui, who fished up the North Island, and is said to have circumnavigated Te Wai Pounamu. In some accounts the island is called Te Waka o Māui in recognition of his discovery of the new lands. A number of coastal place names are attributed to Māui, particularly on the southern coast. Māui is said to have sojourned at Ōmaui (at the mouth of the New River estuary) for a year, during which time he claimed the South Island for himself. It is said that in order to keep his waka from drifting away he reached into the sea and pulled up a stone to be used as an anchor, which he named Te Puka o Te Waka o Maui (Rakiura or Stewart Island).



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- 3.3 The great explorer Rakaihautu travelled overland along the coast, identifying the key places and resources. He also left many place names on prominent coastal features. When Rakaihautu's southward exploration of the island reached Te Ara a Kiwa, he followed the coastline eastwards before heading for the east coast of Otago.
- 3.4 Particular stretches of the coastline also have their own traditions. Foveaux Strait is known as Te Ara a Kiwa (the pathway of Kiwa), the name relating to the time when Kiwa became tired of having to cross the land isthmus which then joined Murihiku (Southland) with Rakiura (Stewart Island). Kiwa requested the obedient Kewa (whale) to chew through the isthmus and create a waterway so Kiwa could cross to and fro by waka. This Kewa did, and the crumbs that fell from his mouth are the islands in Foveaux Strait, Solander Island being Te Niho a Kewa, a loose tooth that fell from the mouth of Kewa.
- 3.5 The waka Takitimu, captained by the northern rangatira (chief) Tamatea, travelled around much of the Te Wai Pounamu coast, eventually breaking its back at the mouth of the Waiau River in Murihiku. Many place names on the coast can be traced back to this voyage, including Monkey Island near Ōrepuki which is known as Te-Punga (or Puka)-a-Takitimu. While sailing past the cliffs at Ōmaui it is said that Tamatea felt a desire to go ashore and inspect the inland, and so he turned to the helmsman and gave the order "Tarere ki whenua uta" ("swing towards the mainland"), but before they got to the shore he countermanded the order and sailed on. Subsequently the whole area from Ōmaui to Bluff was given the name of Te Takiwā o Tarere ki Whenua Uta. In olden days when people from the Bluff went visiting they were customarily welcomed on to the hosts' marae with the call, 'haera mai a koutou te iwi tarere ki whenua uta'. One of the whare at Te Rau Aroha marae in Bluff is also named 'Tarere ki Whenua uta' in memory of this event.
- 3.6 The Takitimu's voyage through the Strait came to an end and when the waka was overcome by three huge waves, named Ō-te-wao, Ō-roko and Ō-kaka, finally coming to rest on a reef near the mouth of the Waiau (Waimeha). According to this tradition, the three waves continued on across the low lying lands of Murihiku, ending up as permanent features of the landscape.
- 3.7 For Ngāi Tahu, traditions such as these represent the links between the cosmological world of the Gods and present generations. These histories reinforce tribal identity and solidarity, and continuity between generations, and documents the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.



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- 3.8 Because of its attractiveness as a place to establish permanent settlements, including pā (fortified settlements), the coastal area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. Battle sites, urupā and landscape features bearing the names of tūpuna (ancestors) record this history. Prominent headlands, in particular, were favoured for their defensive qualities and became the headquarters for a succession of rangatira and their followers.
- 3.9 The results of the struggles, alliances and marriages arising out of these migrations were the eventual emergence of a stable, organised and united series of hapū located at permanent or semi-permanent settlements along the coast, with an intricate network of mahinga kai (food gathering) rights and networks that relied to a large extent on coastal resources.
- 3.10 Mokamoka (Mokomoko or Mokemoke) was one such settlement, in a shallow inlet off the Invercargill estuary. It was here that Waitai was killed, the first Ngāi Tahu to venture this far south, well out of the range of his own people, then resident at Taumutu. This settlement was sustained by mahinga kai taken from the estuary and adjoining coastline, including shellfish and patiki (flounder).
- 3.11 Ōue, at the mouth of the Ōreti River (New River estuary), opposite Ōmaui, was one of the principal settlements in Murihiku. Honekai who was a principal chief of Murihiku in his time was resident at this settlement in the early 1820s, at the time of the sealers. In 1850 there were said to still be 40 people living at the kaik at Ōmaui under the chief 'Mauhe'. Honekai's brother, Pukarehu, was a man who led a very quiet life, and so was little known. He is remembered, however, in the small knob in the hills above Ōmaui which bears his name. When he passed away he was interred in the sandhills at the south end of the Ōreti Beach opposite Ōmaui. Ōue is said to have got its name from a man Maui left to look after his interests there until his return. It was also here that the coastal track to Riverton began. From Ōue to the beach the track was called Te Ara Pakipaki, then, when it reached the beach, it was called Mā Te Aweawe, finally, at the Riverton end, it was known as Mate a Waewae.
- 3.12 After the death of Honekai, and as a consequence of inter-hapū and inter-tribal hostilities in the Canterbury region, many inhabitants of Ōue and other coastal villages on Foveaux Strait relocated to Ruapuke Island, which became the Ngāi Tahu stronghold in the south. The rangatira Pahi and Tupai were among the first to settle on the island. Pahi had previously had one of the larger and oldest pā in Murihiku at Pahi (Pahia), where 40 to 50 whare (houses) were reported in 1828. The Treaty of Waitangi was signed at Ruapuke Island by Tuhawaiki and others.

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COASTAL MARINE AREA)

No battles however occurred here, the pā Pa-raki-ao was never fully completed, due to the realisation that Te Rauparaha could not reach this far south.

- 3.13 Other important villages along the coast included: Te Wae Wae (Waiiau), Taunoa (Ōrepuki), Kawakaputaputa (Wakapatu), Ōraka (Colac bay), Aparima (Riverton – named Aparima after the daughter of the noted southern rangatira Hekeia, to whom he bequeathed all of the land which his eye could see as he stood on a spot at Ōtaitai, just north of Riverton), Turangiteuaru, Awarua (Bluff), Te Whera, Toe Toe (mouth of the Maitara River) and Waikawa.
- 3.14 Rarotoka (Centre Island) was a safe haven at times of strife for the villages on the mainland opposite (Pahi, Ōraka and Aparima). Numerous artefacts and historical accounts attest to Rarotoka as having a significant place in the Ngāi Tahu history associated with Murihiku.
- 3.15 Rakiura also plays a prominent part in southern history, the ‘Neck’ being a particularly favoured spot. Names associated with the area include: Korakowahine (on the western side of the peninsula), Whare-tatara (a rock), Hu-pokeka (Bullers Point) and Pukuheke (the point on which the lighthouse stands). Te Wera had two pā built in the area called Kaiarohaki, the one on the mainland was called Tounoa, and across the tidal strip was Ka-Turi-o-Whako.
- 3.16 A permanent settlement was located at Port Pegasus, at the south-eastern end of Rakiura, where numerous middens and cave dwellings remain. Permanent settlement also occurred on the eastern side of Rakiura, from the Kaik near the Neck, south to Tikotaitahi (or Tikotatahi) Bay. A pā was also established at Port Adventure.
- 3.17 Mahinga kai was available through access from the coastal settlements to Te Whaka-a-te-Wera (Paterson Inlet), Lords River and, particularly for waterfowl, to Toi Toi wetland. In addition, the tītī islands off the north-eastern coast of the island, and at the mouth of Kopeka River and the sea fishery ensured a sound base for permanent and semi-permanent settlement, from which nohoanga operated.
- 3.18 Te Ara a Kiwa, the estuaries, beaches and reefs off the mainland and islands all offered a bounty of mahinga kai, with Rakiura and the tītī islands being renowned for their rich resources of bird life, shellfish and wet fish. The area offered a wide range of kaimoana (sea food), including tuaki (cockles), paua, mussels, toheroa, tio (oysters), pupu (mudsnails), cod, groper, barracuda, octopus, patiki (flounders), seaweed, kina, koura (crayfish) and conger eel. Estuarine areas provided freshwater fisheries, including tuna (eels), inaka (whitebait), waikoura (freshwater crayfish), kokopu and kanakana (lamprey). Marine mammals were harvested for



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whale meat and seal pups. Many reefs along the coast are known by name and are customary fishing grounds, many sand banks, channels, currents and depths are also known for their kaimoana.

- 3.19 A range of bird life in the coastal area also contributed to the diversity of mahinga kai resources available, including tītī, seabirds such as shags and gulls, sea bird eggs, waterfowl, and forest birds such as kiwi, kaka, kakapo, weka, kukupa and tieke. A variety of plant resources were also taken in the coastal area, including raupo, fern root, tī kouka (cabbage tree), tutu juice and korari juice. Harakeke (flax) was an important resource, required for the everyday tasks of carrying and cooking kai. Black mud (paru) was gathered at Ocean Beach for use as dye. Totara bark was important for wrapping poha in, to allow safe transport of the tītī harvest. Poha were made from bull kelp gathered around the rocky coast.
- 3.20 The numerous tītī islands are an important part of the Ngāi Tahu southern economy, with Taukihepa (Te Kanawera) being the largest. Tītī were and are traded as far north as the North Island. The 'Hakuai' is a bird with a fearsome reputation associated with the islands. No one has ever seen this bird, which appears at night, but it once regularly signalled the end to a birding season by its appearance at night. Known for its distinctive spine-chilling call, the hakuai was a kaitiaki that could not be ignored. At the far western edge of Foveaux Strait is Solander Island (Hau-tere), an impressive rock pinnacle rising hundreds of feet out of the sea, on which fishing and tītī gathering occurred.
- 3.21 The coast was also a major highway and trade route, particularly in areas where travel by land was difficult. Foveaux Strait was a principal thoroughfare, with travel to and from Rakiura a regular activity. There was also regular travel between the islands Ruapuke, Rarotoka and other points.
- 3.22 The tītī season still involves a large movement across the Strait to the islands, in addition large flotillas of Ngāi Tahu once came south from as far afield as Kaikoura to exercise their mutton-birding rights. Whenua Hou (Codfish Island) and the Ruggedy Islands were important staging posts for the movement of birders to the tītī islands off the south-west coast of Rakiura. Whenua Hou had everything that the birders required: shelter, proximity to the tītī islands, kai moana, manu (birds) and ngahere (bush). From Whenua Hou, the birders would camp at Minitī (Ernest Island), at the end of Mason Bay, where the waka-hunua (double hulled canoes, or canoes with outriggers) were able to moor safely, ready for the final movement to the various tītī islands. Waka-hunua were an important means of transport on the dangerous and treacherous waters of Foveaux Strait and the Rakiura coast. After dropping birders and stores on the tītī islands the waka hunua generally returned immediately to Aparima and other tauranga waka along

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the mainland of Foveaux Strait, due to the paucity of safe anchorages among the tītī islands.

- 3.23 Travel by sea between settlements and hapū was common, with a variety of different forms of waka, including the southern waka hunua (double-hulled canoe) and, post-contact, whale boats plying the waters continuously. Hence tauranga waka occur up and down the coast, including spots at Pahi, Ōraka and Aparima, and wherever a tauranga waka is located there is also likely to be a nohoanga (settlement), fishing ground, kaimoana resource, rimurapa (bull kelp – used to make the poha, in which tītī were and still are preserved) and the sea trail linked to a land trail or mahinga kai resource. Knowledge of these areas continue to be held by whānau and hapū and is regarded as tāonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the coast.
- 3.24 The New River estuary contains wāhi tapu, as do many of the coastal dunes and estuarine complexes for the length of the Foveaux Strait. Many urupā are located on islands and prominent headlands overlooking the Strait and the surrounding lands and mountains. The rangatira Te Wera, of Huriawa fame, is buried at Taramea (Howells point), near Riverton. There are two particularly important urupā in Colac Bay, as well as an old quarry site (Tihaka). From Colac Bay to Wakapatu, the coastal sandhills are full of middens and ovens, considered to be linked to the significant mahinga kai gathering undertaken in Lake George (Urewera). Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected in secret locations.
- 3.25 The mauri of the coastal area represent the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the coastal area.

#### 4. Effect of Statutory Acknowledgement

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- (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Rakiura/Te Ara a Kiwa, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
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