

HINEURU
and
THE TRUSTEES OF TE KŌPERE O TE IWI O HINEURU TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS

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1 HINEURU VALUES, PROTECTION PRINCIPLES, AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

Waitere Kiwi Reserve (as shown on deed plan OTS-205-09)



Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Waitere Kiwi Reserve is located within the former Waitara block, an area of land which is of great cultural, spiritual and historical significance to Hineuru. At its higher elevations, near the summit of the mountain ranges the Waitara block was the site of numerous wahi tapu. The lower lying lands were particularly rich and fertile and as a result were the location of many pa and kainga; wahi tapu; mahinga kai and other cultural and historical sites.

According to kaumatua the name of the Waitara block arises from the traditional practice of spear making; the head of the spears (tara) were burnt to harden them and were then quenched in the stream, hence 'Waitara'.

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Titiokura

Titiokura is located to the south of the Waitere Kiwi Reserve, however Hineuru conceptualise the Te Waka ranges as a whole entity, and the connection between the sites along the ranges, and their connection to Hineuru through whakapapa are fundamental to our identity and our mana. Titiokura was one of the most important boundary markers of the Hineuru rohe and is a part of their identity. According to Hineuru kaumatua, Titiokura, "is a connection of whakapapa. It represents stories handed down from the old people and elders that live in the community."

Titiokura takes its name from the ancestor Te Okura who camped at the site with his son Te Mapu, and trapped titi by lighting a fire at night. The birds, who were returning to their inland burrows, were attracted to the light of the fire and flew into nets erected by the pair. There is a canoe-like rock feature associated with Titiokura named Waka-o-Te-O which is said to commemorate Te Okura.

Historically – up until the early-mid twentieth century – our rangatira have been able to recognise, by observing Titiokura maunga, "if there was trouble about". If the maunga gave them a negative portent, he rangatira would karakia at home and then journey to the maunga to karakia. The whanau were not permitted to journey over the maunga until the rangatira received a sign that the "way was clear".

Hineuru feel a deep cultural connection to Titiokura, which acts as a kaitiaki to the iwi, giving them strength. This is why Titiokura is expressed first in the whakatauki.

Ko Titiokura te Maunga

Ko Mohaka te Awa

Ko Te Rangihiroa Te Tangata

Tarapōnui

Tarapōnui is an extremely important cultural and spiritual site. It is a prominent peak that Hineuru have used in the past as a spiritual gathering place. It was formerly used as a pathway from Tutira to Te Haroto through Waitara, but in more recent times became seldom visited due to its tapu nature.

Tauira Mateawha

Tauira Mateawha, is another site located on the Te Waka range, and is named after the Hineuru ancestors Mateawha and her husband Tauira. According to tradition, the site of Tauira Mateawha,

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which appears as a red stain on the range, marks the site of Mateawha's death. According to kaumatua, whenever the stain congeals, it is recognised it as an aitua - a bad omen, which usually means one of two things: the death of a direct descendant, or an impending disaster within the district. At these times not only does the cliff face become tapu, the whole of the maunga is tapu. Further, the blood stain on the cliff is viewed by Hineuru people, Mateawha's descendants, as the link between them and the world of the Turehu.

Other sites of significance in the Waitere Kiwi Reserve include: Te Ahimanawa a Kohipipi (a wahi tapu), Ahu-o-te-Atua (a wahi tapu) Ngaumukorau fighting pa, Onaera (a bird snaring place).

Mahinga kai

The rivers and streams within the Waitere Kiwi Reserve were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

The ngahere within the Waitere Kiwi Reserve were very dense. The toitoi, matai, kouka kanuka and manuka dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi and fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka & matai, maire, were burnt along with hangi stones to heat residences.

The iwi regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the iwi whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of the iwi tipuna. Matauranga and associated tikanga and kawa and karakia are

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all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

The iwi have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. The iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, their identity, traditions and status as kaitiaki is entwined with the Waitara block associated lands, including the Waitere Kiwi Reserve and associated resources.

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1. Protection principles

1.1 The following protection principles are agreed by the Minister of Conservation and Hineuru for the purposes of avoiding harm to, or the diminishing of Hineuru values related to the Waitere Kiwi Reserve (Reserve):

- (a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;
- (b) recognition of Hineuru mana, kaitiakitanga, tikanga and kawa over and within the Reserve;
- (c) respect for Hineuru tikanga and kaitiakitanga within the Reserve;
- (d) encouragement of recognition and respect for the particular Hineuru association with the Reserve;
- (e) accurate portrayal of the association and kaitiakitanga relationship of Hineuru with the Reserve; and
- (f) respect for and recognition of the relationship of Hineuru with the wāhi tapu and significant places; and
- (g) recognition of Hineuru interest in actively protecting indigenous species within the Reserve including, but not limited to, the pikopiko plant, the Kiwi, the Whio (blue duck), the fresh water crayfish, and the Powelliphanta land snails.

2. Actions by the Director-General of Conservation in relation to specific principles

2.1 Pursuant to clause 5.7.5 of the deed of settlement, the Director-General and Hineuru have determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:

- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about the distinct Hineuru values related to the Reserve and will be encouraged to respect the distinct association of Hineuru with the Reserve;
- (b) the Department will engage with the governance entity regarding the provision of all new Department public information or educational material related to the Reserve, and the Department will only use Hineuru cultural information with the consent of the governance entity;
- (c) the separate and distinct association of Hineuru with the Reserve will be accurately portrayed in all new Department information and educational material related to the Reserve;

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- (d) the Department will engage with the governance entity on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
- (e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- (f) any kōiwi or other taonga found or uncovered by the Department within the conservation covenant area will be left untouched and the governance entity informed as soon as possible to enable Hineuru to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (g) the Department will ensure that Hineuru are informed of any indigenous species management programmes and will identify opportunities for involvement of Hineuru.

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Waipunga Falls Scenic Reserve (as shown on deed plan **OTS-205-10**)



Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Nga awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

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The tangible linkages between the awa provided the iwi with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to iwi for both economic and social reasons.

The Waipunga River, including its tributaries, falls and associated valleys, is one of the iwi's most important taonga and is associated with many important mahinga kai, kainga and pa.

Hineuru's interests in the Waipunga Falls Scenic Reserve arise from the original conquest of our ancestor, Apa Hapai taketake, followed by the ongoing occupation of Hineuru. Ancient Hineuru ancestress Raumatiroa occupied land within the Waipunga Forest (Park), and her rights were solidified by her marriage to her first husband Paeahi, who also had rights to the land; a rock located on Pohokura No. 9 is named Paepae a Paeahi after him. Generations later Te Whetuki, Raumatiroa's descendant, married Hinerawaho, and gifted her brother, a descendant of Tureia the land now known as the Waipunga Falls Scenic Reserve.

Mahinga kai

The rivers and streams within the Waipunga Falls Scenic Reserve were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Waipunga Falls Scenic Reserve area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Waipunga Falls Scenic Reserve were very dense. The toitoi, matai, kouka, kanuka and manuka dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi and fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

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By the 1940's a timber mill had been established on the Pohokura Block (in which the Waipunga Falls Scenic Reserve was located). The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The Pohokura Mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Pohokura Block also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

The iwi regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the iwi whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of the iwi tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

The iwi have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. The iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, their identity, traditions and status as kaitiaki is entwined with the Pohokura block associated lands, including the Waipunga Falls Scenic Reserve and associated resources.

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1: HINEURU VALUES, PROTECTION PRINCIPLES, AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

1. Protection principles

1.1 The following protection principles are agreed by the Minister of Conservation and Hineuru for the purposes of avoiding harm to, or the diminishing of Hineuru values related to the Waipunga Falls Scenic Reserve (Reserve):

- (a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;
- (b) recognition of Hineuru mana, kaitiakitanga, tikanga and kawa over and within the Reserve;
- (c) respect for Hineuru tikanga and kaitiakitanga within the Reserve;
- (d) encouragement of recognition and respect for the particular Hineuru association with the Reserve;
- (e) accurate portrayal of the association and kaitiakitanga relationship of Hineuru with the Reserve; and
- (f) respect for and recognition of the relationship of Hineuru with the wāhi tapu and significant places; and
- (g) recognition of Hineuru interest in actively protecting indigenous species within the Reserve including, but not limited to, the pikopiko plant, the Kiwi, Whio (blue duck), fresh water crayfish, and the Powelliphanta land snails.

2. Actions by the Director-General of Conservation in relation to specific principles

2.1 Pursuant to clause 5.7.5 of the deed of settlement, the Director-General and Hineuru have determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:

- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about the distinct Hineuru values related to the Reserve and will be encouraged to respect the distinct association of Hineuru with the Reserve;
- (b) the Department will engage with the governance entity regarding the provision of all new Department public information or educational material related to the Reserve, and the Department will only use Hineuru cultural information with the consent of the governance entity;
- (c) the separate and distinct association of Hineuru with the Reserve will be accurately portrayed in all new Department information and educational material related to the Reserve;

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- (d) the Department will engage with the governance entity on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
- (e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- (f) any kōiwi or other taonga found or uncovered by the Department within the conservation covenant area will be left untouched and the governance entity informed as soon as possible to enable Hineuru to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (g) the Department will ensure that Hineuru are informed of any indigenous species management programmes and will identify opportunities for involvement of Hineuru.

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Balance of Taraponui-a-Kawhea Conservation Area (*as shown on deed plan OTS-205-11*)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

For Hineuru, the Balance of Taraponui-a-Kawhea Conservation Area and its environs are integral to the distinct identity and mana of the iwi. The Balance of Taraponui-a-Kawhea Conservation Area is part of the Hineuru maunga; it drops down on the Titiokura range and borders Woodstock Farm. Taraponui-a-Kawhea was the site of many historical battles.

Titiokura

Titiokura and their environs are integral to the distinct identity and mana of Hineuru. Titiokura was one of the most important boundary markers of the Hineuru rohe and is a part of their identity. According to Hineuru kaumatua, Titiokura, “is a connection of whakapapa. It represents stories handed down from the old people and elders that live in the community.”

Titiokura takes its name from the ancestor Te Okura who camped at the site with his father Te Mapu, and trapped titi by lighting a fire at night. The birds, who were returning to their inland burrows, were attracted to the light of the fire and flew into nets erected by the pair. There is a canoe-like rock feature associated with Titiokura named Waka-o-Te-O which is said to commemorate Te Okura.

Geographically, the Titiokura saddle was an important landmark, and since ancient times the saddle has been used as a means to access the coast from the interior, and vice versa.

Hineuru feel a deep cultural connection to Titiokura, which acts as a kaitiaki to the iwi, giving them strength. This is why Titiokura is expressed first in the whakatauki:

Ko Titiokura te Maunga

Ko Mohaka te Awa

Ko Te Rangihiroa Te Tangata

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Tauira Mateawha

Tauira Mateawha, a site on the Te Waka range, is named after the Hineuru ancestors Mateawha and her husband Tauira. According to tradition, the site of Tauira Mateawha, which appears as a red stain on the range, marks the site of Mateawha's death. According to kaumatua, whenever the stain congeals, it is recognised as an aitua - a bad omen, which usually means one of two things: the death of a direct descendant, or an impending disaster within the district. At these times not only does the cliff face become tapu, the whole of the maunga is tapu. Further, the blood stain on the cliff is viewed by Hineuru people, Mateawha's descendants, as the link between them and the world of the Turehu.

Te Ahimanawa a Kohipipi

This is a significant wahi tapu site. Kohipipi's daughter was murdered while he and Turangiapa were away from their pa Pukenui on an eeling expedition. The raiding party, which had come from across the Mohaka river, left parts of Te Ahimatutunu's body on a rock near the pa for Kohipipi to find. Following this incident Kohipipi sought to obtain utu for his daughter's death so he attacked the pa of those responsible, which was located near near Te Ngaru. Kohipipi was victorious and once all the occupants had been killed he began to collect the hearts of the dead. He gathered them into a kite and at the ascent to the Titiokura summit he rested and cooked and ate some of the hearts. From that point on the area became known as 'Te Ahimanawa a Kohipipi' (the fire of the hearts of Kohipipi).

Ahu-o-te-Atua

According to kaumatua, Ahu-o-te-Atua is a wahi tapu located at the northeastern end of the Titiokura – Maungaharuru range. Although the korero surrounding the spiritual significance has been lost our kaumatua recall that the older generation clearly regarded the site as being sacred and culturally significant, and that, judging by the name, Ahu-o-te-Atua was probably the location of an altar used by Tohunga during spiritual ceremonies.

Mahinga kai

The rivers and streams within the Balance of Taraponui-a-Kawhea Conservation Area were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

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The ngahere within the Balance of Taraponui-a-Kawhea Conservation Area were very dense. The toitoi, matai, kouka, kanuka and manuka dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi and fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.



Picture of the powelliphanta snail (also known as the Maungaharuru snail)

The iwi regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the iwi whanau living in the present day.

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The iwi have cultural, spiritual, traditional and historic associations with the Balance of Tarapouni-a-Kawheha Conservation Area and its environs, its waters, associated land and flora and fauna. The iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, their identity, traditions and status as kaitiaki is entwined with the Balance of Tarapouni-a-Kawheha Conservation Area associated lands and resources.

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1. Protection principles

1.1 The following protection principles are agreed by the Minister of Conservation and Hineuru for the purposes of avoiding harm to, or the diminishing of Hineuru values related to the Tarapounei-a-Kawheha Scenic Reserve (Reserve):

- (a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;
- (b) recognition of Hineuru mana, kaitiakitanga, tikanga and kawa over and within the Reserve;
- (c) respect for Hineuru tikanga and kaitiakitanga within the Reserve;
- (d) encouragement of recognition and respect for the particular Hineuru association with the Reserve;
- (e) accurate portrayal of the association and kaitiakitanga relationship of Hineuru with the Reserve; and
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- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about the distinct Hineuru values related to the Reserve and will be encouraged to respect the distinct association of Hineuru with the Reserve;
- (b) the Department will engage with the governance entity regarding the provision of all new Department public information or educational material related to the Reserve, and the Department will only use Hineuru cultural information with the consent of the governance entity;
- (c) the separate and distinct association of Hineuru with the Reserve will be accurately portrayed in all new Department information and educational material related to the Reserve;

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- (d) the Department will engage with the governance entity on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
- (e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- (f) any kōiwi or other taonga found or uncovered by the Department within the conservation covenant area will be left untouched and the governance entity informed as soon as possible to enable Hineuru to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (g) the Department will ensure that Hineuru are informed of any indigenous species management programmes and will identify opportunities for involvement of Hineuru.

2 STATEMENTS OF ASSOCIATION

2: STATEMENTS OF ASSOCIATION

Heruiwi Block Conservation Area (as shown on deed plan OTS-205-18)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Heruiwi Block is integral to the distinct identity and mana of Hineuru. The importance of the Heruiwi Block is derived from its being the location of many historical settlements and sites of significance, and its role as a physical and symbolic place of connection to the people and lands to the North of our rohe.

Our ancestor Apa Hapaitaketake originally conquered the land now known as the Heruiwi Block, and it has been permanently occupied by the iwi since the time of our ancestress Hineuru, who left her sons behind on Heruiwi to settle the land. Her oldest son, the chief Rangihuritini established himself on Heruiwi 4B, where he was eventually buried. Her second son, Tokowaru, occupied Heruiwi 4A.

Hineuru chose the name Heruiwi to commemorate a bird-snaring miro tree, which looked like her comb. The first husband of Hineuru, Kiripakeke was buried in the Heruiwi 1 block. Kiripakeke was a direct descendant of Whakamouhara, the first ancestor of Apa to live on this block. Ancient sites such as kainga, bird troughs, whare and wahi tapu are located in great numbers throughout the Heruiwi 4A and 4B blocks.

The Hineuru occupation of Heruiwi was disturbed in 1869 due to the ongoing hostilities between Te Kooti and the Crown; during this time the fighting was brought directly into the Heruiwi district. Numerous sources cite the fact that Te Kooti took the Hineuru people of Heruiwi as prisoners and they were forced to travel with him to Taupo. Following this incident a number of factors meant that Hineuru ceased to occupy their traditional lands at Heruiwi. Those who had not been taken by Te Kooti began to face pressure from the Crown to leave because they were suspected of having Hauhau connections and generally being disloyal. Additionally, “the constant military activity on the eastern side of Te Urewera after 1869, meant that remaining Hineuru people at Heruiwi judged it unsafe to stay in the area and they left the area for Tarawera”.

Our peoples forced resettlement from the Heruiwi Block, was a blow to the mana and identity of Hineuru. Hineuru whakapapa defines us as kaitiaki of this land, and our ability to assert our rights and responsibilities was forcibly severed.

The Heruiwi Block has always been utilised as a mahinga kai and an important hub of walkways and tracks which led to the lands to the north of our rohe. Our whanaunga connections to the people that reside in the north are very important to Hineuru, and they give mana to us as a people. The Heruiwi Block is therefore important not only as a means of physical connection to our whanaunga, it also serves as a symbolic representation of that connection.

Mahinga kai

The rivers and streams within the Heruiwi Block were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

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Up until the early-mid twentieth century, the Heruiwi Block area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Heruiwi Block were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Heruiwi block and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Heruiwi Block and associated lands and resources.

2: STATEMENTS OF ASSOCIATION

Kaimanawa State Forest Park (within Hineuru area of interest) (as shown on deed plan OTS-205-23)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Kaimanawa State Forest Park is integral to the distinct identity and mana of Hineuru. The importance of the land within the Kaimanawa State Forest Park is derived from its role as a physical and symbolic place of connection to the people and lands to the south of our rohe.

The Kaimanawa State Forest Park has never been a site of concentrated Hineuru settlement. Rather, it has been utilised as a mahinga kai and an important hub of walkways and tracks which led to the lands to the north of our rohe. Our whanaunga connections to the people that reside in the south are very important to Hineuru, and they give mana to us as a people. The Kaimanawa State Forest Park is therefore important not only as a means of physical connection to our whanaunga, it also serves as a symbolic representation of that connection.

Historical and cultural sites within the park include traditional tracks and some burial caves; as stated settlement was not common in the area due to inaccessibility.

Mahinga kai

The rivers and streams within the Kaimanawa State Forest Park were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered. The portion of the park within Hineuru's rohe is drained by the Kaipo and Oamaru Rivers which are tributaries of the Mohaka River.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Kaimanawa State Forest Park was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there. The ngahere within the Kaimanawa State Forest Park were very dense, and they varied in kind from the more richly populated lower altitudinal forest to the very sparsely populated alpine forest. In the lower altitudes the matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were

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central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

Hineuru have cultural, spiritual, traditional and historic associations with the Forest and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Kaimanawa State Forest Park and associated lands and resources.

Kokomoka Forest (as shown on deed plan OTS-205-15)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Kokomoka Forest, is integral to the distinct identity and mana of Hineuru. The importance of the land within the Kokomoka Forest which is located in the former Runanga 1 block, is derived from its role as a physical and symbolic place of connection to the people and lands to the north of our rohe.

In more recent times, the Kokomoka Forest has not been a site of concentrated settlement. Rather, it has been utilised as a mahinga kai and an important hub of walkways and tracks which led to the lands to the north of our rohe. Our whanaunga connections to the people that reside in the north are very important to Hineuru, and they give mana to us as a people. The Kokomoka Forest is therefore important not only as a means of physical connection to our whanaunga, it also serves as a symbolic representation of that connection.

Mahinga kai

The rivers and streams within the Kokomoka Forest were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Kokomoka Forest area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Kokomoka Forest were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of Hineuru tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia

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are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Forest and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Kokomoka Forest and associated lands and resources.

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Mohaka River and its tributaries within Hineuru area of interest (as shown on deed plan OTS-205-24)

The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided Hineuru with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to Hineuru for both economic and social reasons.

The Mohaka River is a site of great historical significance to Hineuru. It originates in the Kaweka mountains, and flows north through the Te Waka and Titiokura Ranges, before flowing out into Hawke's Bay. It has three major tributaries: the Taharua, the Waipunga and the Te Hoe Rivers.

The significance of the Mohaka River is expressed in the Hineuru waiata:

Te Awahohonu
Te awa i Mohaka
Te awa hohonu
Te aha mate aroha
Ka kauria e

There were many sites of significance located along and adjacent to the Mohaka River including Orangikapua, a kainga and wāhi tapu, Ariara which was a defensive pa, and Church crossing.

Other sites of importance include: Wharaurangi pa; the Miroiti kainga; Kopuatoto pa; Pangawahine pa; Moana Whakato pa; Otutemaro mahinga kai abundant with peach trees, pikopiko, kauka and fern roots; Opuneke kainga; the Mangaio kainga and fern root patch; Ngaumukorau fighting pa; Okokore, a mahinga kai; and Puharau, a lake located near the river, from which eels were caught.

Mahinga kai

The Mohaka River and its tributaries have, since that time when the earliest Hineuru ancestors began to establish themselves in the region, been of great significance as the source of countless resources. As a mahinga kai, the river was plentiful with fish species. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

During particular seasons, Hineuru migrated to the Whakatarere kainga where we settled temporarily and constructed weirs around the horseshoe shape of the Mohaka River located there. Large hinaki were attached to the weirs, and tuna were caught as they migrated along the Mohaka River to the sea. The eels were cleaned, then smoked or pawhara on long rocks beside the pa.

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Some of these tuna would be taken to Tangoio, Aropaoanui or Petane for the extended whanau; the rest would be divided amongst the Hineuru people to be used in the harsh winter months.

The resources alongside the river, including harakeke and much birdlife were also a crucial element of iwi sustenance systems. Harakeke supplied material for rongoa, weaving, other construction such as clothing, mats, kits and ropes, and trading; toitoi supplied material for thatching and dried moss was used as bedding. They also provided a habitat for many forms of life. Pheasants, quail and native ducks were caught along the river and were not only an important food source but provided the iwi with feathers which were used for many purposes.

Hineuru kaumatua describe the wealth of resources provided by the Mohaka River, referring in particular to three types of volcanic stone. The first, Taupanga, was a speckled greyish rock used predominantly for hangi. The second, Opunga, was a "whitish rock used for hangi and adzes". Kowhatu Makauri was a blue stone used to make adzes and patu, as well as being used for hangi stones.

The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of Tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

The ngahere that surrounded the river were very dense. The toitoi, matai, kouka, kahikatea, kohukohu, koromiko, and kotukutuku dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Our Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Animal and bird hinu was used to preserve kai. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. Kereru were a very highly prized delicacy which were consumed with great ritual. They were served by the women and the men would always eat first, kereru were never to be eaten with a knife. This was a ritual passed down through the generations.

The forests were not only an important source of kai, they were also the source of traditional rongoa. For example, the kouka, manuku, toitoi and kanuka were used for vapour baths and chest infections, horopito for treating skin disease, the ferns were used to treat fever and inflammation. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tūpuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

The iwi have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. The iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-

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encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in our rohe and associated lands, and associated resources.

2: STATEMENTS OF ASSOCIATION

Opoto Scenic Reserve (as shown on deed plan OTS-205-12)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Opoto Scenic Reserve is located between the Waipunga and Rangitaiki Valleys. It is an area of significance, and a taonga due to its bountiful resources and strategic location, and is integral to the distinct identity and mana of Hineuru. The former Opoto land block was positioned at the juncture of the Runanga 1, Pohokura 3, Tarawera and Tatarakina blocks; blocks which were very important to Hineuru. Our whakapapa connects us to Apa Hapaitaketake, who conquered these lands.

As well as being the site of a number of pa and kainga, the Opoto Scenic Reserve was also the location of a site known by multiple names: Ngangare, Nanakia or more recently, 'the nunneries'. This was a site of refuge for women and children that was utilised during times when hostility and conflict threatened other permanent settlements.

The Waipunga River, which flows alongside the Opoto Scenic Reserve, created the valley which forms a key part of the Tarawera corridor. Tupapaku were often buried along the river, within the Opoto Scenic Reserve land. Some koiwi were re-interred in a cave on this land as recently as the early twentieth century.

Mahinga Kai

The rivers and streams within the Opoto Scenic Reserve were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Opoto Scenic Reserve area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Opoto Scenic Reserve were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were

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central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to Hineuru tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Opoto Scenic Reserve and associated lands and resources.

Rangitaiki Conservation Area (as shown on deed plan OTS-205-13)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

For Hineuru, the Rangitaiki Conservation Area and its environs are integral to the distinct identity and mana of the iwi. The importance of the Rangitaiki Conservation Area derives predominantly from its use as a mahinga kai, rather than as an area of ongoing, permanent settlement.

The Rangitaiki Conservation Area is located within the boundaries of the former Runanga 2 block. It was an area rich in natural resources, although due to its volcanic origin, not to the same degree as the nearby settlement areas such as Tarawera, Te Haroto and Pohokura. For this reason the Runanga block was utilised in a more seasonal, temporal way. One period of concentrated settlement however, occurred following Te Kooti's passage through the Central North Island and Hawke's Bay interior. According to tribal history, Hineuru lived at Runanga after they were forced from their Heruiwi lands by Te Kooti, before resettling at Tarawera.

Omeruiti is an important Maunga located to the north of the Rangitaiki Conservation Area, and along with Te Ngakau o Hinekuku and the Rangitaiki River, is one of the significant landmarks in the region.

The loss of the land

The Runanga blocks were surveyed by the Crown in 1872. According to the traditions of Hineuru, Hineuru's interests in Runanga 2 were ignored by the Native Land Court. From the outset Hineuru objected to the survey of the blocks and the Runanga case being heard by the Court but were essentially forced to participate. Because of their recent involvement with Te Kooti and the battle of Omarunui, Hineuru were still widely scattered at the time and found it difficult to attend and therefore unable to assert interests in the Native Land Court.

Within Runanga 2 is one of the seven Armed Constabulary redoubts constructed along what was to be the Taupō – Napier Road. The Armed Constabulary was formed to recruit men for the purpose of putting down rebellion, quelling disturbances, preserving the peace, preventing robberies and other felonies. The Crown clearly saw the strategic advantage of Hineuru's rohe which straddled the Tarawera corridor, and by 1869, the Government had established redoubts which housed several hundred Armed Constabulary between 1870 and 1885.

The loss of the land and militarisation of the Runanga block in the 1870s, which included what is now the Rangitaiki Conservation Area, was a blow to the mana and identity of Hineuru. Hineuru whakapapa defines us as kaitiaki of this land, and our ability to assert our rights and responsibilities was forcibly severed.

Mahinga kai

The land within the Runanga blocks was covered in rough tussock and bracken, with light pumice and volcanic ash soil. Because it was so difficult to cultivate, only very hardy settlers lived on this land. Hunting was common however, and many would travel to Runanga from their permanent settlements to hunt horses, pigs, many bird species and occasionally deer, which were plentiful.

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There were some swamp and wetland areas located within the Conservation area and the resources of the wetlands, including harakeke and birdlife were also a crucial element of iwi sustenance systems. Harekeke supplied material for rongoa, weaving, other construction such as clothing, mats, kits and ropes, and trading; raupo supplied material for thatching and dried moss was used as bedding; they also provided a habitat for many forms of life. The whio (native duck) was caught in the wetlands and were not only an important food source but provided the iwi with feathers which were used for many purposes.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Conservation Area and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to Hineuru tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Rangitaiki Conservation Area.

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Rangitaiki River and its tributaries within Hineuru area of interest (as shown on deed plan OTS-205-27)

The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided the iwi with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to Hineuru for both economic and social reasons.

In the north-eastern outskirts of the Hineuru rohe, the Rangitaiki River acted as the boundary between the Kaingaroa blocks to the west and the Heruiwi 1, Pukahunui and Runanga 1 blocks to the east. In this northern area, the significance of the river was both as a boundary and a landmark; it was not heavily utilised. However further south, the river, originating in the Ahimanawa Range in the heart of Hineuru lands, marked the boundary between the Runanga 1 and 2 blocks. In these lands, the river served as an important mahinga kai and resource.

The Rangitaiki Conservation Area lies within the former Runanga 2 block; the Runanga lands were a part of the core Hineuru rohe, being the location of numerous sites of significance including wahi tapu, kainga and mahinga kai. The lands adjoining the Rangitaki associated wetlands were of particular cultural and historical significance.

The land which was known as the Runanga 2 block was an area rich in natural resources, although due to its volcanic geography, not to the same degree as the nearby settlement areas such as Tarawera, Te Haroto and Pohokura. For this reason the Runanga block was utilised in a more seasonal, temporal way. The richest part of the block was the southern portion which bordered the Rangitaiki River and the Tarawera block. This land was in Hineuru ownership for many generations; it was the site of numerous sites of significance including wahi tapu, kainga and mahinga kai.

Mahinga kai

The Rangitikei River and tributaries were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of Tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and

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potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in our rohe and associated lands, and associated resources.

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Ripia River and its tributaries (as shown on deed plan OTS-205-25)

The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided the iwi with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to iwi for both economic and social reasons.

The Ripia River is of great significance to Hineuru. The river is a major tributary of the Mohaka River, and flows south-east from the Ahimanawa Range into the Mohaka River. It acts as a boundary between the Te Matai block and the Tarawera block, which are both of importance to Hineuru.

The Ripia River was utilised as a mahinga kai, rather than being a focal point of settlement. Orangikapua, however, was a kainga and wahi tapu, located on the Mohaka River very near to its junction with the Ripia River. According to traditional sources there were people killed here, and it was the site of a large cemetery.

Mahinga kai

The Ripia River and tributaries were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

The Tunamaro River, a tributary of the Ripia River was an important river for spiritual reasons. It was home to the longest and finest eels in the area, and the forests surrounding that river were also the habitat of many kiwi.

The resources alongside the river including harakeke and much birdlife were also a crucial element of iwi sustenance systems. Harekeke supplied material for rongoa, weaving, other construction such as clothing, mats, kits and ropes, and trading; toitoi supplied material for thatching and dried moss was used as bedding; they also provided a habitat for many forms of life. Pakura (pukeko) and native ducks were caught along the river and were not only an important food source but provided the iwi with feathers which were used for many purposes.

The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

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The ngahere that surrounded the river were very dense. The toitoi, matai, kouka, kahikatea, kohukohu, koromiko, and kotukutuku dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Animal and bird hinu was used to preserve kai. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. Kereru were very highly prized delicacies which were consumed with great ritual. They were served by the women and the men would always eat first, kereru were never to be eaten with a knife. This was a ritual passed down through the generations.

The forests were not only an important source of kai, they were also the source of traditional rongoa. For example, the kouka, manuka, toitoi and kanuka were used for vapour baths and chest infections, horopito for treating skin disease; the ferns were used to treat fever and inflammation. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations,

and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in our rohe and associated lands, and associated resources.

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Stoney Creek Conservation Area (as shown on deed plan OTS-205-21)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Stoney Creek Conservation Area is integral to the distinct identity and mana of Hineuru. The importance of the Stoney Creek Conservation Area, which is located within the former Tarawera block, is derived from the fact that it is located in the very heart of Hineuru's rohe. The iwi has a long-standing association with the area through rights of ahi kaa and ancestry, and within the Tarawera block are countless sites of historical, cultural and spiritual significance.

Our ancestor Apa Hapaitaketake originally conquered the land now known as the Tarawera Conservation Area, and it has been permanently occupied by the iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga, who descended from Kurapoto, was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihurituni, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera block.

Tarawera Kainga Zone

Located within the Tarawera block was a large zone of Hineuru settlements located along the Waipunga River and where the Tarawera township exists today. Hineuru established and maintained firm control of the Tarawera corridor and the region during until the 1860s. One source from the 1840s records interaction with the Hineuru at Tarawera, and describes Te Rangihiroa as, "the Principal Chief of the district including Tarawera." The major settlements located here were Oruakaha, Matawhero, Ohinekonehu and Pawhakataka.

Because of its proximity, the people who resided within the Tarawera Kainga zone would have undoubtedly utilised the land now known as the Stoney Creek Conservation Area as a mahinga kai.

Loss of the land

In 1867 the Crown proclaimed a large confiscation district that included much of the takiwā of Hineuru. In 1870 the Crown agreed it would retain approximately 43,000 acres, including the 2,000-acre Tarawera Township block. Tarawera was within the heartland of Hineuru's rohe and was the "Tarawera corridor" between Taupo and Hawkes Bay.

The Crown did transfer the remainder of the land in the confiscation district within the Hineuru rohe, including the Tarawera block of approximately 76,700 acres, to individual Māori, but Hineuru received only a minority interest in the Tarawera title, the majority going to individuals of other groups. .

Within the Tarawera block is one of the seven Armed Constabulary redoubts constructed along the 'Tarawera corridor' and what was to be the Taupo – Napier Road. The Armed Constabulary was formed to recruit men for the purpose of putting down rebellion, quelling disturbances, preserving the peace, preventing robberies and other felonies. The Crown clearly saw the strategic advantage

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of Hineuru's rohe which straddled the Tarawera corridor, and by 1869, the Government had established redoubts which housed several hundred Armed Constabulary between 1870 and 1885.

The loss of the land and the militarisation of the Tarawera block, which included what is now the Stoney Creek Conservation Area, was a blow to the mana and identity of Hineuru. Hineuru whakapapa defines us as kaitiaki of this land, and our ability to assert our rights and responsibilities was forcibly severed.

Mahinga kai

The rivers and streams within the Stoney Creek Conservation Area were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Stoney Creek Conservation Area area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Stoney Creek Conservation Area were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

In the 1930s the cutting rights to the ngahere in the Stoney Creek Conservation Area were sold and the Tarawera Mill established. The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Stoney Creek Conservation Area also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for

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gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Conservation area and its environs, its waters, associated land and flora and fauna. The iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Stoney Creek Conservation Area and associated lands and resources.

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Tarawera Conservation Area (as shown on deed plan OTS-205-17)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Tarawera Conservation Area is integral to the distinct identity and mana of Hineuru. The importance of the Tarawera Conservation Area, which is located within the former Tarawera block, is derived from the fact that it is located in the very heart of Hineuru's rohe. The iwi has a long-standing association with the area through rights of ahi kaa and ancestry, and within the Tarawera block are countless sites of historical, cultural and spiritual significance.

Our ancestor Apa Hapaitaketake originally conquered the land now known as the Tarawera Conservation Area, and it has been permanently occupied by the iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihuritini, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera block.

Tarawera Kainga Zone

Located within the Tarawera block was a large zone of Hineuru settlements located along the Waipunga River and where the Tarawera township exists today. Hineuru established and maintained firm control of the Tarawera corridor and the region until the 1860s. One source from the 1840s records interaction with the Hineuru at Tarawera, and describes Te Rangihiroa as, "the Principal chief of the district including Tarawera."

Because of its proximity, the people who resided within the Tarawera Kainga zone would have undoubtedly utilised the land now known as the Tarawera Conservation Area as a mahinga kai.

Loss of the land

In 1867 the Crown proclaimed a large confiscation district that included much of the takiwā of Hineuru. In 1870 the Crown agreed it would retain approximately 43,000 acres, including the 2,000-acre Tarawera Township block. Tarawera was within the heartland of Hineuru's rohe and was the "Tarawera corridor" between Taupo and Hawkes Bay.

The Crown did transfer the remainder of the land in the confiscation district within the Hineuru rohe, including the Tarawera block of approximately 76,700 acres, to individual Māori, but Hineuru received only a minority interest in the Tarawera title, the majority going to individuals of other groups.

Within the Tarawera block is one of the seven Armed Constabulary redoubts constructed along the 'Tarawera corridor' and what was to be the Taupo – Napier Road. The Armed Constabulary was formed to recruit men for the purpose of putting down rebellion, quelling disturbances, preserving the peace, preventing robberies and other felonies. The Crown clearly saw the strategic advantage of Hineuru's rohe which straddled the Tarawera corridor, and by 1869, the Government had established redoubts which housed several hundred Armed Constabulary between 1870 and 1885.

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The loss of the land and the militarisation of the Tarawera block, which included what is now the Tarawera Conservation area, was a blow to the mana and identity of Hineuru. Hineuru whakapapa defines us as kaitiaki of this land, and our ability to assert our rights and responsibilities was forcibly severed.

Mahinga kai

The rivers and streams within the Tarawera Conservation Area were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Tarawera Conservation Area area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Tarawera Conservation Area were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

In the 1930s the cutting rights to the ngahere in the Tarawera Conservation Area were sold and the Tarawera Mill established. The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Tarawera Conservation Area also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of Hineuru tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

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Hineuru have cultural, spiritual, traditional and historic associations with the Conservation Area and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Tarawera Conservation Area and associated lands and resources.

Te Hoe River and its tributaries (as shown on deed plan OTS-205-28)



The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided the iwi with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to Hineuru for both economic and social reasons.

The Hautapu River flows into the Te Hoe River, which is located in the far eastern reaches of the Hineuru rohe. Both rivers act as a natural boundary to other iwi and hapu. The Te Hoe flows along the eastern boundary of Heruiwi 4, Pohokura 1 and Tatarakina.

The significance of Te Hoe stems from its importance as a traditional boundary marker, and a mahinga kai resource. Where it meets the Mohaka River, there is a concentration of sites of significance.

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Located in this area was, Pahiakai; a site known as one of 'Te Kooti's lookouts'. According to traditional history Pahiakai was an important wahi tapu site. There were caves within the hill in which many dead were interred.

Ngatapa was an important Hineuru pa located on the junction of the Te Hoe and Hautapu Rivers. It was settled permanently by the descendants of Whakaekenga, the grandson of Hineuru and Kiripakeke. According to traditional sources, Ngatapa was also the site of cultivations and wahi tapu site where dead are buried. Kaumatua recall that, during the 1950s, there were still extensive cultivations. Potato, kumara, corn, maize, pumpkin, marrow, logan berries, gooseberries, strawberries, cabbages, leeks and turnips were all grown at Ngatapa.

Hineuru whakapapa defines our connection to this land, and our responsibility as kaitiaki; that is why the sites located along the Te Hoe river are important to Hineuru.

Urupa were located to the south at the confluence of the Te Hoe and Mohaka Rivers. This was significant to Hineuru, as a wahi tapu.

Mahinga kai

The Te Hoe River and tributaries were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

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The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

The ngahere that surrounded the river were very dense. The toitoi, matai, kouka, kahikatea, kohukohu, koromiko, and kotukutuku dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Animal and bird hinu was used to preserve kai. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. Kereru were very highly prized delicacies which were consumed with great ritual. They were served by the women and the men would always eat first, kereru were never to be eaten with a knife. This was a ritual passed down through the generations.

The forests were not only an important source of kai, they were also the source of traditional rongoa. For example, the kouka, manuku, toitoi and kanuka were used for vapour baths and chest infections, horopito for treating skin disease, the ferns were used to treat fever and inflammation. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tūpuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

The iwi have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. The iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in our rohe and associated lands, and associated resources.

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Te Kohu Ecological Area (as shown on deed plan OTS-205-22)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Te Kohu Ecological Area is integral to the distinct identity and mana of Hineuru. The importance of the land within the Te Kohu Ecological Area is derived from its role as a physical and symbolic place of connection to the people and lands to the North of our rohe.

The Te Kohu Ecological Area has never been a site of concentrated Hineuru settlement. Rather, it has been utilised as a mahinga kai and an important hub of walkways and tracks which led to the lands to the north of our rohe. Our whanaunga connections to the people that reside in the north are very important to Hineuru, and they give mana to us as a people. The Te Kohu Ecological Area is therefore important not only as a means of physical connection to our whanaunga, it also serves as a symbolic representation of that connection.

Mahinga kai

The rivers and streams within the Te Kohu Ecological Area were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Te Kohu Ecological Area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Te Kohu Ecological Area were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of

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resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Forest and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Te Kohu Ecological Area and associated lands and resources.

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Turangakumu Scenic Reserve (as shown on deed plan OTS-205-19)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Turangakumu Scenic Reserve is integral to the distinct identity and mana of Hineuru. The importance of the Turangakumu Scenic Reserve, which is located within the former Tarawera block, is derived from the fact that it is located in the very heart of Hineuru's rohe. The iwi has a long-standing association with the area through rights of ahi kaa and ancestry, and within the Tarawera block are countless sites of historical, cultural and spiritual significance.

Our ancestor Apa Hapaitaketake originally conquered the land now known as the Tarawera Conservation Area, and it has been permanently occupied by the iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga, who descended from Kurapoto, was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihurituni, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera block.

The Turangakumu Scenic Reserve contained a number of settlements: Tupurupuru Pa, Okokiri kainga, Rakaura kainga, and another site of significance, Otangihia. Okokiri was a settlement occupied by Petera Te Rangihiroa, Hineuru chief and father of Aniheta Kingita.

Waiparati was another large pa and kainga located very near the Scenic reserve; Waiparati and the surrounding area was the focus of a plundering raid and by Colonel Whitmore and his forces following the battle of Omarunui in 1866. After the battle of Omarunui and another Crown attack near Pētane Crown forces captured and imprisoned Hineuru people many of whom were transported to the Chatham Islands and held there in harsh conditions.

The Turangakumu Scenic Reserve was located between the Tarawera kainga zone, an extended area of numerous settlements, and Te Haroto. Hineuru established and maintained firm control of the Tarawera corridor and the region during until the 1860s. One source from the 1840s records interaction with the Hineuru at Tarawera, and describes Te Rangihiroa as, "the Principal Chief of the district including Tarawera."

Because of its proximity, the people who resided within the Tarawera Kainga zone and at Te Haroto would have undoubtedly utilised the land now known as the Tarawera Conservation Area as a mahinga kai.

Loss of the land

In 1867 the Crown proclaimed a large confiscation district that included much of the takiwā of Hineuru. In 1870 the Crown agreed it would retain approximately 43,000 acres, including the 2,000-acre Tarawera Township block. Tarawera was within the heartland of Hineuru's rohe and was the "Tarawera corridor" between Taupo and Hawkes Bay.

The Crown did transfer the remainder of the land in the confiscation district within the Hineuru rohe, including the Tarawera block of approximately 76,700 acres, to individual Māori, but Hineuru

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received only a minority interest in the Tarawera title, the majority going to individuals of other groups.

Within the Tarawera block is one of the seven Armed Constabulary redoubts constructed along what was to be the Taupo – Napier Road. The Armed Constabulary was formed to recruit men for the purpose of putting down rebellion, quelling disturbances, preserving the peace, preventing robberies and other felonies. The Crown clearly saw the strategic advantage of Hineuru's rohe which straddled the Tarawera corridor, and by 1869, the Government had established redoubts which housed several hundred Armed Constabulary between 1870 and 1885.

The loss of the land and the militarisation of the Tarawera block, which included what is now the Turangakumu Scenic Reserve, was a blow to the mana and identity of Hineuru. Hineuru whakapapa defines us as kaitiaki of this land, and our ability to assert our rights and responsibilities was forcibly severed.

Mahinga kai

The rivers and streams within the Turangakumu Scenic Reserve were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Turangakumu Scenic Reserve area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Turangakumu Scenic Reserve were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

In the 1930s the cutting rights to the ngahere in the Turangakumu Scenic Reserve were sold and the Tarawera Mill established. The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Turangakumu Scenic Reserve also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were

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central to the lives of Hineuru tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Turangakumu Scenic Reserve and associated lands and resources.

2: STATEMENTS OF ASSOCIATION

Urutomo Conservation Area (as shown on deed plan OTS-2005-20)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Urutomo Conservation Area is integral to the distinct identity and mana of Hineuru. The importance of the Urutomo Conservation Area, which is located within the former Tarawera block, is derived from the fact that it is located in the very heart of Hineuru's rohe. Hineuru has a long-standing association with the area through rights of ahi kaa and ancestry, and within the Tarawera block are countless sites of historical, cultural and spiritual significance.

Our ancestor Apa Hapaitaketake originally conquered the land now known as the Tarawera Conservation Area, and it has been permanently occupied by the iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga, who descended from Kurapoto, was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihurituni, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera block.

The Urutomo Conservation Area contained a number of settlements: Te Moho, Ruawehea pa and kainga, and Urutomo pa.

The Urutomo Conservation Area was located near Te Haroto and numerous other smaller settlements. Hineuru established and maintained firm control of the Tarawera corridor and the region during until the 1860s. One source from the 1840s records interaction with the Hineuru at Tarawera, and describes Te Rangihiroa as, "the Principal chief of the district including Tarawera."

Because of its proximity, the people who resided at Te Haroto would have undoubtedly utilised the land now known as the Urutomo Conservation Area as a mahinga kai. An important cultivation area named Huritama, was located on the land now known as the Urutomo Conservation Area.

Mahinga kai

The rivers and streams within the Urutomo Conservation Area were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Urutomo Conservation Area area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Urutomo Conservation Area were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an

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extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of Hineuru tipuna and remain culturally significant to Hineuru living in the present day.

In the 1930s the cutting rights to the ngahere in the Urutomo Conservation Area were sold and the Tarawera Mill established. The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Urutomo Conservation Area also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Conservation Area and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Urutomo Conservation Area and associated lands and resources, such as those located within the former Tarawera block.

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Waipunga Forest (as shown on deed plan OTS-205-14)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Waipunga Forest (Park), which takes its name from the Waipunga River, is integral to the distinct identity and mana of Hineuru. The importance of the land within the Waipunga Forest (Park), which is located in the former Pohokura block, is derived from its role as a physical and symbolic place of connection to the people and lands to the North of our rohe.

Hineuru's interests in the Waipunga Forest (Park) arise from the original conquest of our ancestor, Apa Hapaitaketake, followed by the ongoing occupation of Hineuru. Ancient Hineuru ancestress Raumatiroa occupied land within the Waipunga Forest (Park), and her rights were solidified by her marriage to her first husband Paeahi, who also had rights to the land; a rock located on Pohokura No. 9 is named Paepae a Paeahi after him. Generations later Te Whetuki, Raumatiroa's descendant, married Hinerawaho, and gifted her brother, a descendant of Tureia the land now known as the Waipunga Forest (Park).

In more recent times, the Waipunga Forest (Park) has not been a site of concentrated settlement. Rather, it has been utilised as a mahinga kai and an important hub of walkways and tracks which led to the lands to the north of our rohe. Our whanaunga connections to the people that reside in the north are very important to Hineuru, and they give mana to us as a people. The Waipunga Forest (Park) is therefore important not only as a means of physical connection to our whanaunga, it also serves as a symbolic representation of that connection.

Mahinga kai

The rivers and streams within the Waipunga Forest (Park) were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Waipunga Forest (Park) area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Waipunga Forest (Park) were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

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In 1938 the cutting rights to the ngahere in the Waipunga Forest (Park) were sold and the Pohokura Mill established. The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The Pohokura Mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Waipunga Forest (Park) also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Forest and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to Hineuru tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Waipunga Forest (Park) and associated resources.

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Waipunga River and its tributaries (as shown on deed plan OTS-205-26)



The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided the iwi with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to iwi for both economic and social reasons.

The Waipunga River and Valley, including its tributaries and waterfalls, is one of Hineuru's most important taonga and is associated with many important mahinga kai, kainga and pa.

The Waipunga River acted as a boundary between the Tarawera and Tatarakina blocks, and the settlement of Tarawera was located on the river itself. Hineuru have a long-standing association with the blocks and the settlement through rights of ahi kaa and ancestry.

The land along the Waipunga River was part of the area originally conquered by our ancestor Apa Hapaitaketake, and it has been permanently occupied by Hineuru iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihurituni, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera

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block. Hineuru whakapapa defines our connection to this land, and our responsibility as kaitiaki; and makes this land of great importance to our iwi.

The Waipunga River created the valley which forms a key part of the Tarawera 'corridor', and countless Hineuru settlements and historical sites are located along the river.

Lake Puharau, a lake with a plentiful eel population, was located near the northern mouth of the Waipunga River. A kainga and cultivation area of the same name were also located there. The Waipunga Falls were further south, in the Pohokura block. The Waipunga Falls were a landmark and taonga of great beauty, which features three parallel columns of water. The Waipunga hot springs were further south as well, near the Tarawera township, and were used for bathing, rongoa and cooking.

Many settlements were located at the upper reaches of the Waipunga River within the Tarawera block, but there were also many other important sites downstream. In total, there are literally hundreds of sites of significance along this extensive river.

Some of the recorded sites located along the river are: Te Ahimotumotu pa; Kopitanui/Kopitonui kainga and wahi tapu; Whananganga pa; Piripirau fighting pa; Whakanae kainga; Hikawera pa; Hopemutu pa; Ohinekonehu pa and wahi tapu; Matawhero pa; Parua pa; Taranaki pa; Taupounamu kainga; Waiariki kainga and hot spring; Tukiatea kainga; Paraumu kainga; Waipuhupuhi fighting pa; Mangauwhio/ Mangauhio pa; Porimeke pa; and Papakopuru kainga.

Mahinga kai

The Waipunga River and tributaries were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

The resources alongside the river including harakeke and much birdlife were also a crucial element of iwi sustenance systems. Harekeke supplied material for rongoa, weaving, other construction such as clothing, mats, kits and ropes, and trading; toitoi supplied material for thatching and dried moss was used as bedding; they also provided a habitat for many forms of life. Pakura (pukeko) and native ducks were caught along the river and were not only an important food source but provided the iwi with feathers which were used for many purposes.

The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

The ngahere that surrounded the river were very dense. The toitoi, matai, kouka, kahikatea, kohukohu, koromiko, and kotukutuku dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Animal and bird hinu was used to

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preserve kai. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. Kereru were very highly prized delicacies which were consumed with great ritual. They were served by the women and the men would always eat first, kereru were never to be eaten with a knife. This was a ritual passed down through the generations.

The forests were not only an important source of kai, they were also the source of traditional rongoa. For example, the kouka, manuku, toitoi and kanuka were used for vapour baths and chest infections, horopito for treating skin disease, the ferns were used to treat fever and inflammation. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in our rohe and associated lands, and associated resources.

2: STATEMENTS OF ASSOCIATION

Whirinaki Te Pua-ā-Tāne Conservation Park (Whirinaki Conservation Park) (within Hineuru area of interest) (as shown on deed plan OTS-205-16)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Whirinaki Te Pua-ā-Tāne is integral to the distinct identity and mana of Hineuru. The importance of the Whirinaki Te Pua-ā-Tāne which is located within the former Heruiwi blocks, is derived from its being the location of many historical settlements and sites of significance, and its role as a physical and symbolic place of connection to the people and lands to the north of our rohe.

Our ancestor Apa Hapaitaketake originally conquered the land now known as the Whirinaki Te Pua-ā-Tāne and it has been permanently occupied by the iwi since the time of our ancestress Hineuru, who left her sons behind on Heruiwi to settle the land. Her oldest son, the chief Rangihurutini established himself on Heruiwi 4B, where he was eventually buried. Her second son, Tokowaru, occupied Heruiwi 4A.

Hineuru chose the name Heruiwi to commemorate a bird-snaring miro tree, which looked like her comb. The first husband of Hineuru, Kirapakeke was buried in the Heruiwi 1 block. Kirapakeke was a direct descendant of Whakamouhara, the first ancestor of Apa to live on this block. Ancient sites such as kainga, bird troughs, whare and wahi tapu are located in great numbers throughout the Heruiwi 4A and 4B blocks.

The Hineuru occupation of Heruiwi was disturbed in 1869 due to the ongoing hostilities between Te Kooti and the Crown. During this time the fighting was brought directly into the Heruiwi district. Numerous sources cite the fact that Te Kooti took the Hineuru people of Heruiwi as prisoners and they were forced to travel with him to Taupo. Following this incident a number of factors meant that Hineuru ceased to occupy their traditional lands at Heruiwi. Those who had not been taken by Te Kooti began to face pressure from the Crown to leave because they were suspected of having Hauhau connections and generally being disloyal. Additionally, “the constant military activity on the eastern side of Te Urewera after 1869, meant that remaining Hineuru people at Heruiwi judged it unsafe to stay in the area and they left the area for Tarawera”.

Our peoples forced resettlement from this land now known as the Whirinaki Te Pua-ā-Tāne, was a blow to the mana and identity of Hineuru. Hineuru whakapapa defines us as kaitiaki of this land, and our ability to assert our rights and responsibilities was forcibly severed.

The Whirinaki Te Pua-ā-Tāne has always been utilised as a mahinga kai and an important hub of walkways and tracks which led to the lands to the north of our rohe. Our whanaunga connections to the people that reside in the north are very important to Hineuru, and they give mana to us as a people. The Whirinaki Te Pua-ā-Tāne is therefore important not only as a means of physical connection to our whanaunga, it also serves as a symbolic representation of that connection.

Mahinga kai

The rivers and streams within the Whirinaki Te Pua-ā-Tāne were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important

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resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Whirinaki Te Pua-ā-Tāne area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Whirinaki Te Pua-ā-Tāne were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of Hineuru tipuna and remain culturally significant to Hineuru living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with Whirinaki te Puā-ā-Tāne and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Whirinaki Te Pua-ā-Tāne and associated lands and resources.

2: STATEMENTS OF ASSOCIATION

Tarawera Conservation Area (as shown on deed plan OTS-205-17)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Tarawera Conservation Area is integral to the distinct identity and mana of Hineuru. The importance of the Tarawera Conservation Area, which is located within the former Tarawera block, is derived from the fact that it is located in the very heart of Hineuru's rohe. Hineuru has a long-standing association with the area through rights of ahi kaa and ancestry, and within the Tarawera block are countless sites of historical, cultural and spiritual significance.

Our ancestor Apa Hapaitaketake originally conquered the land now known as the Tarawera Conservation Area, and it has been permanently occupied by Hineuru iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihuritini, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera block.

Tarawera Kainga Zone

Located within the Tarawera block was a large zone of Hineuru settlements located along the Waipunga River and where the Tarawera township exists today. Hineuru established and maintained firm control of the Tarawera corridor and the region until the 1860s. One source from the 1840s records interaction with the Hineuru at Tarawera, and describes Te Rangihiroa as, "the Principal chief of the district including Tarawera."

Because of its proximity, the people who resided within the Tarawera Kainga zone would have undoubtedly utilised the land now known as the Tarawera Conservation Area as a mahinga kai.

Loss of the land

In 1867 the Crown proclaimed a large confiscation district that included much of the takiwā of Hineuru. In 1870 the Crown agreed it would retain approximately 43,000 acres, including the 2,000-acre Tarawera Township block. Tarawera was within the heartland of Hineuru's rohe and was the "Tarawera corridor" between Taupo and Hawkes Bay.

The Crown did transfer the remainder of the land in the confiscation district within the Hineuru rohe, including the Tarawera block of approximately 76,700 acres, to individual Māori, but Hineuru received only a minority interest in the Tarawera title, the majority going to individuals of other groups

Within the Tarawera block is one of the seven Armed Constabulary redoubts constructed along the 'Tarawera corridor' and what was to be the Taupo – Napier Road. The Armed Constabulary was formed to recruit men for the purpose of putting down rebellion, quelling disturbances, preserving the peace, preventing robberies and other felonies. The Crown clearly saw the strategic advantage of Hineuru's rohe which straddled the Tarawera corridor, and by 1869, the Government had established redoubts which housed several hundred Armed Constabulary between 1870 and 1885.

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The loss of the land and the militarisation of the Tarawera block, which included what is now the Tarawera Conservation area, was a blow to the mana and identity of Hineuru. Hineuru whakapapa defines us as kaitiaki of this land, and our ability to assert our rights and responsibilities was forcibly severed.

Mahinga kai

The rivers and streams within the Tarawera Conservation Area were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Tarawera Conservation Area area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Tarawera Conservation Area were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

In the 1930s the cutting rights to the ngahere in the Tarawera Conservation Area were sold and the Tarawera Mill established. The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Tarawera Conservation Area also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of Hineuru tipuna and remain culturally significant to Hineuru living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

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Hineuru have cultural, spiritual, traditional and historic associations with the Conservation Area and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to Hineuru tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Tarawera Conservation Area and associated lands and resources.

3 DEEDS OF RECOGNITION

DEED OF RECOGNITION: MINISTER, AND DIRECTOR-GENERAL, OF CONSERVATION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Hineuru (the settling group); and
 - 1.1.2 the trustees of Te Kōpere o te iwi Hineuru Trust (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group’s particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
- 1.2.1 Kokomoka Forest (as shown on deed plan OTS-205-15):
 - 1.2.2 Opoto Scenic Reserve (as shown on deed plan OTS-205-12):
 - 1.2.3 Rangitaiki Conservation Area (as shown on deed plan OTS-205-13):
 - 1.2.4 Stoney Creek Conservation Area (as shown on deed plan OTS-205-21):
 - 1.2.5 Turangakumu Scenic Reserve (as shown on deed plan OTS-205-19):
 - 1.2.6 Urutomo Conservation Area (as shown on deed plan OTS-205-20):
 - 1.2.7 Waipunga Forest (as shown on deed plan OTS-205-14):
 - 1.2.8 Mohaka River and its tributaries within Hineuru area of interest (as shown on deed plan OTS-205-24):
 - 1.2.9 Rangitaiki River and its tributaries within Hineuru area of interest (as shown on deed plan OTS-205-27):
 - 1.2.10 Waipunga River and its tributaries (as shown on deed plan OTS-205-26).
- 1.3 Those statements of association are –
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the [*name*] Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

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2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:
 - 2.2.2 preparing a national park management plan under the National Parks Act 1980:
 - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants:
 - (b) to eradicate pests, weeds, or introduced species:
 - (c) to assess current and future visitor activities:
 - (d) to identify the appropriate number and type of concessions:
 - 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:
 - 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

- 3.1 This deed –
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.4 is subject to the settlement legislation.

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4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if -
- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

5 NOTICES

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

Conservation Partnerships Manager
Department of Conservation
59 Marine Parade
PO Box 644
Napier 4140

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed -

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

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

deed of settlement means the deed of settlement dated 2 April 2015 between the settling group, the governance entity, and the Crown; and

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

governance entity means the trustees; and

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

Minister means the Minister of Conservation; and

settling group and **Hineuru** have the meaning given to them by the deed of settlement; and

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

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

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

Te Kōpere o te iwi o Hineuru Trust means the trust known by that name and established by a trust deed dated 17 March 2015 and signed by Tirohia Bridger, Karauna Brown, Renata Bush, Tuhuaio Kahukiwa, Ivy Kahukiwa-Smith, Te Reo Spooner and Toi Tawhai; and

trustees of Te Kōpere o te iwi o Hineuru Trust and **trustees** means the trustees from time to time of Te Kōpere o te o Hineuru Trust, in their capacity as trustees of that trust; and

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

9 INTERPRETATION

- 9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.
- 9.2 Headings do not affect the interpretation.
- 9.3 A term defined by –
 - 9.3.1 this deed has that meaning; and
 - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.

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- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to -
 - 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
 - 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the
presence of -

WITNESS

Name:

Occupation:

Address:

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The Director-General of Conservation
in the presence of –

WITNESS

Name:

Occupation:

Address:

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Schedule

Copies of Statements of Association

Kokomoka Forest (as shown on deed plan OTS-205-15)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Kokomoka Forest, is integral to the distinct identity and mana of Hineuru. The importance of the land within the Kokomoka Forest which is located in the former Runanga 1 block, is derived from its role as a physical and symbolic place of connection to the people and lands to the north of our rohe.

In more recent times, the Kokomoka Forest has not been a site of concentrated settlement. Rather, it has been utilised as a mahinga kai and an important hub of walkways and tracks which led to the lands to the north of our rohe. Our whanaunga connections to the people that reside in the north are very important to Hineuru, and they give mana to us as a people. The Kokomoka Forest is therefore important not only as a means of physical connection to our whanaunga, it also serves as a symbolic representation of that connection.

Mahinga kai

The rivers and streams within the Kokomoka Forest were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Kokomoka Forest area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Kokomoka Forest were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of Hineuru tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia

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are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Forest and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Kokomoka Forest and associated lands and resources.

Opoto Scenic Reserve (as shown on deed plan OTS-205-12)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Opoto Scenic Reserve is located between the Waipunga and Rangitaiki Valleys. It is an area of significance, and a taonga due to its bountiful resources and strategic location, and is integral to the distinct identity and mana of Hineuru. The former Opoto land block was positioned at the juncture of the Runanga 1, Pohokura 3, Tarawera and Tatarakina blocks; blocks which were very important to Hineuru. Our whakapapa connects us to Apa Hapaitaketake, who conquered these lands.

As well as being the site of a number of pa and kainga, the Opoto Scenic Reserve was also the location of a site known by multiple names: Ngangare, Nanakia or more recently, 'the nunneries'. This was a site of refuge for women and children that was utilised during times when hostility and conflict threatened other permanent settlements.

The Waipunga River, which flows alongside the Opoto Scenic Reserve, created the valley which forms a key part of the Tarawera corridor. Tupapaku were often buried along the river, within the Opoto Scenic Reserve land. Some koiwi were re-interred in a cave on this land as recently as the early twentieth century.

Mahinga Kai

The rivers and streams within the Opoto Scenic Reserve were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Opoto Scenic Reserve area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Opoto Scenic Reserve were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were

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central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to Hineuru tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Opoto Scenic Reserve and associated lands and resources.

Rangitaiki Conservation Area (as shown on deed plan OTS-205-13)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

For Hineuru, the Rangitaiki Conservation Area and its environs are integral to the distinct identity and mana of the iwi. The importance of the Rangitaiki Conservation Area derives predominantly from its use as a mahinga kai, rather than as an area of ongoing, permanent settlement.

The Rangitaiki Conservation Area is located within the boundaries of the former Runanga 2 block. It was an area rich in natural resources, although due to its volcanic origin, not to the same degree as the nearby settlement areas such as Tarawera, Te Haroto and Pohokura. For this reason the Runanga block was utilised in a more seasonal, temporal way. One period of concentrated settlement however, occurred following Te Kooti's passage through the Central North Island and Hawke's Bay interior. According to tribal history, Hineuru lived at Runanga after they were forced from their Heruiwi lands by Te Kooti, before resettling at Tarawera.

Omeruiti is an important Maunga located to the north of the Rangitaiki Conservation Area, and along with Te Ngakau o Hinekuku and the Rangitaiki River, is one of the significant landmarks in the region.

The loss of the land

The Runanga blocks were surveyed by the Crown in 1872. According to the traditions of Hineuru, Hineuru's interests in Runanga 2 were ignored by the Native Land Court. From the outset Hineuru objected to the survey of the blocks and the Runanga case being heard by the Court but were essentially forced to participate. Because of their recent involvement with Te Kooti and the battle of Omarunui, Hineuru were still widely scattered at the time and found it difficult to attend and therefore unable to assert interests in the Native Land Court.

Within Runanga 2 is one of the seven Armed Constabulary redoubts constructed along what was to be the Taupō – Napier Road. The Armed Constabulary was formed to recruit men for the purpose of putting down rebellion, quelling disturbances, preserving the peace, preventing robberies and other felonies. The Crown clearly saw the strategic advantage of Hineuru's rohe which straddled the Tarawera corridor, and by 1869, the Government had established redoubts which housed several hundred Armed Constabulary between 1870 and 1885.

The loss of the land and militarisation of the Runanga block in the 1870s, which included what is now the Rangitaiki Conservation Area, was a blow to the mana and identity of Hineuru. Hineuru whakapapa defines us as kaitiaki of this land, and our ability to assert our rights and responsibilities was forcibly severed.

Mahinga kai

The land within the Runanga blocks was covered in rough tussock and bracken, with light pumice and volcanic ash soil. Because it was so difficult to cultivate, only very hardy settlers lived on this land. Hunting was common however, and many would travel to Runanga from their permanent settlements to hunt horses, pigs, many bird species and occasionally deer, which were plentiful.

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There were some swamp and wetland areas located within the Conservation area and the resources of the wetlands, including harakeke and birdlife were also a crucial element of iwi sustenance systems. Harekeke supplied material for rongoa, weaving, other construction such as clothing, mats, kits and ropes, and trading; raupo supplied material for thatching and dried moss was used as bedding; they also provided a habitat for many forms of life. The whio (native duck) was caught in the wetlands and were not only an important food source but provided the iwi with feathers which were used for many purposes.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Conservation Area and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to Hineuru tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Rangitaiki Conservation Area.

Stoney Creek Conservation Area (as shown on deed plan OTS-205-21)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Stoney Creek Conservation Area is integral to the distinct identity and mana of Hineuru. The importance of the Stoney Creek Conservation Area, which is located within the former Tarawera block, is derived from the fact that it is located in the very heart of Hineuru's rohe. The iwi has a long-standing association with the area through rights of ahi kaa and ancestry, and within the Tarawera block are countless sites of historical, cultural and spiritual significance.

Our ancestor Apa Hapaitaketake originally conquered the land now known as the Tarawera Conservation Area, and it has been permanently occupied by the iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga, who descended from Kurapoto, was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihurituni, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera block.

Tarawera Kainga Zone

Located within the Tarawera block was a large zone of Hineuru settlements located along the Waipunga River and where the Tarawera township exists today. Hineuru established and maintained firm control of the Tarawera corridor and the region during until the 1860s. One source from the 1840s records interaction with the Hineuru at Tarawera, and describes Te Rangihiroa as, "the Principal Chief of the district including Tarawera." The major settlements located here were Oruakaha, Matawhero, Ohinekonehu and Pawhakataka.

Because of its proximity, the people who resided within the Tarawera Kainga zone would have undoubtedly utilised the land now known as the Stoney Creek Conservation Area as a mahinga kai.

Loss of the land

In 1867 the Crown proclaimed a large confiscation district that included much of the takiwā of Hineuru. In 1870 the Crown agreed it would retain approximately 43,000 acres, including the 2,000-acre Tarawera Township block. Tarawera was within the heartland of Hineuru's rohe and was the "Tarawera corridor" between Taupo and Hawkes Bay.

The Crown did transfer the remainder of the land in the confiscation district within the Hineuru rohe, including the Tarawera block of approximately 76,700 acres, to individual Māori, but Hineuru received only a minority interest in the Tarawera title, the majority going to individuals of other groups.

Within the Tarawera block is one of the seven Armed Constabulary redoubts constructed along the 'Tarawera corridor' and what was to be the Taupo – Napier Road. The Armed Constabulary was formed to recruit men for the purpose of putting down rebellion, quelling disturbances, preserving the peace, preventing robberies and other felonies. The Crown clearly saw the strategic advantage

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of Hineuru's rohe which straddled the Tarawera corridor, and by 1869, the Government had established redoubts which housed several hundred Armed Constabulary between 1870 and 1885.

The loss of the land and the militarisation of the Tarawera block, which included what is now the Stoney Creek Conservation Area, was a blow to the mana and identity of Hineuru. Hineuru whakapapa defines us as kaitiaki of this land, and our ability to assert our rights and responsibilities was forcibly severed.

Mahinga kai

The rivers and streams within the Stoney Creek Conservation Area were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Stoney Creek Conservation Area area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Stoney Creek Conservation Area were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

In the 1930s the cutting rights to the ngahere in the Stoney Creek Conservation Area were sold and the Tarawera Mill established. The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Stoney Creek Conservation Area also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for

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gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Conservation area and its environs, its waters, associated land and flora and fauna. The iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Stoney Creek Conservation Area and associated lands and resources.

Te Kohu Ecological Area (as shown on deed plan OTS-205-22)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Te Kohu Ecological Area is integral to the distinct identity and mana of Hineuru. The importance of the land within the Te Kohu Ecological Area is derived from its role as a physical and symbolic place of connection to the people and lands to the North of our rohe.

The Te Kohu Ecological Area has never been a site of concentrated Hineuru settlement. Rather, it has been utilised as a mahinga kai and an important hub of walkways and tracks which led to the lands to the north of our rohe. Our whanaunga connections to the people that reside in the north are very important to Hineuru, and they give mana to us as a people. The Te Kohu Ecological Area is therefore important not only as a means of physical connection to our whanaunga, it also serves as a symbolic representation of that connection.

Mahinga kai

The rivers and streams within the Te Kohu Ecological Area were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Te Kohu Ecological Area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Te Kohu Ecological Area were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of

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resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Forest and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Te Kohu Ecological Area and associated lands and resources.

Turangakumu Scenic Reserve (as shown on deed plan OTS-205-19)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Turangakumu Scenic Reserve is integral to the distinct identity and mana of Hineuru. The importance of the Turangakumu Scenic Reserve, which is located within the former Tarawera block, is derived from the fact that it is located in the very heart of Hineuru's rohe. The iwi has a long-standing association with the area through rights of ahi kaa and ancestry, and within the Tarawera block are countless sites of historical, cultural and spiritual significance.

Our ancestor Apa Hapaitaketake originally conquered the land now known as the Tarawera Conservation Area, and it has been permanently occupied by the iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga, who descended from Kurapoto, was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihurituni, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera block.

The Turangakumu Scenic Reserve contained a number of settlements: Tupurupuru Pa, Okokiri kainga, Rakaura kainga, and another site of significance, Otangihia. Okokiri was a settlement occupied by Petera Te Rangihiroa, Hineuru chief and father of Aniheta Kingita.

Waiparati was another large pa and kainga located very near the Scenic reserve; Waiparati and the surrounding area was the focus of a plundering raid and by Colonel Whitmore and his forces following the battle of Omarunui in 1866. After the battle of Omarunui and another Crown attack near Pētane Crown forces captured and imprisoned Hineuru people many of whom were transported to the Chatham Islands and held there in harsh conditions.

The Turangakumu Scenic Reserve was located between the Tarawera kainga zone, an extended area of numerous settlements, and Te Haroto. Hineuru established and maintained firm control of the Tarawera corridor and the region during until the 1860s. One source from the 1840s records interaction with the Hineuru at Tarawera, and describes Te Rangihiroa as, "the Principal Chief of the district including Tarawera."

Because of its proximity, the people who resided within the Tarawera Kainga zone and at Te Haroto would have undoubtedly utilised the land now known as the Tarawera Conservation Area as a mahinga kai.

Loss of the land

In 1867 the Crown proclaimed a large confiscation district that included much of the takiwā of Hineuru. In 1870 the Crown agreed it would retain approximately 43,000 acres, including the 2,000-acre Tarawera Township block. Tarawera was within the heartland of Hineuru's rohe and was the "Tarawera corridor" between Taupo and Hawkes Bay.

The Crown did transfer the remainder of the land in the confiscation district within the Hineuru rohe, including the Tarawera block of approximately 76,700 acres, to individual Māori, but Hineuru

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received only a minority interest in the Tarawera title, the majority going to individuals of other groups.

Within the Tarawera block is one of the seven Armed Constabulary redoubts constructed along what was to be the Taupo – Napier Road. The Armed Constabulary was formed to recruit men for the purpose of putting down rebellion, quelling disturbances, preserving the peace, preventing robberies and other felonies. The Crown clearly saw the strategic advantage of Hineuru's rohe which straddled the Tarawera corridor, and by 1869, the Government had established redoubts which housed several hundred Armed Constabulary between 1870 and 1885.

The loss of the land and the militarisation of the Tarawera block, which included what is now the Turangakumu Scenic Reserve, was a blow to the mana and identity of Hineuru. Hineuru whakapapa defines us as kaitiaki of this land, and our ability to assert our rights and responsibilities was forcibly severed.

Mahinga kai

The rivers and streams within the Turangakumu Scenic Reserve were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Turangakumu Scenic Reserve area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Turangakumu Scenic Reserve were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

In the 1930s the cutting rights to the ngahere in the Turangakumu Scenic Reserve were sold and the Tarawera Mill established. The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Turangakumu Scenic Reserve also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were

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central to the lives of Hineuru tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Turangakumu Scenic Reserve and associated lands and resources.

Urutomo Conservation Area (as shown on deed plan OTS-2005-20)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Urutomo Conservation Area is integral to the distinct identity and mana of Hineuru. The importance of the Urutomo Conservation Area, which is located within the former Tarawera block, is derived from the fact that it is located in the very heart of Hineuru's rohe. Hineuru has a long-standing association with the area through rights of ahi kaa and ancestry, and within the Tarawera block are countless sites of historical, cultural and spiritual significance.

Our ancestor Apa Hapaitaketake originally conquered the land now known as the Tarawera Conservation Area, and it has been permanently occupied by the iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga, who descended from Kurapoto, was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihurituni, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera block.

The Urutomo Conservation Area contained a number of settlements: Te Moho, Ruawehea pa and kainga, and Urutomo pa.

The Urutomo Conservation Area was located near Te Haroto and numerous other smaller settlements. Hineuru established and maintained firm control of the Tarawera corridor and the region during until the 1860s. One source from the 1840s records interaction with the Hineuru at Tarawera, and describes Te Rangihiroa as, "the Principal chief of the district including Tarawera."

Because of its proximity, the people who resided at Te Haroto would have undoubtedly utilised the land now known as the Urutomo Conservation Area as a mahinga kai. An important cultivation area named Huritama, was located on the land now known as the Urutomo Conservation Area.

Mahinga kai

The rivers and streams within the Urutomo Conservation Area were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Urutomo Conservation Area area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Urutomo Conservation Area were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an

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extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of Hineuru tipuna and remain culturally significant to Hineuru living in the present day.

In the 1930s the cutting rights to the ngahere in the Urutomo Conservation Area were sold and the Tarawera Mill established. The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Urutomo Conservation Area also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Conservation Area and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Urutomo Conservation Area and associated lands and resources, such as those located within the former Tarawera block.

Waipunga Forest (as shown on deed plan OTS-205-14)

Whakapapa genealogy connects us as Hineuru people to the earth, the sky and all that lies in between. Our Hineuru whakapapa through Apa Hapaitaketake connects us to this land area in particular, and to those ancestors who occupied this area. While whakapapa determines our biological descent, it is also a primary structuring framework that not only articulates our rights to this area, but our obligations as tangata whenua, people of the land, to ensure this area is protected and maintained sustainably in accordance with our customary practices and principles.

The Waipunga Forest (Park), which takes its name from the Waipunga River, is integral to the distinct identity and mana of Hineuru. The importance of the land within the Waipunga Forest (Park), which is located in the former Pohokura block, is derived from its role as a physical and symbolic place of connection to the people and lands to the North of our rohe.

Hineuru's interests in the Waipunga Forest (Park) arise from the original conquest of our ancestor, Apa Hapaitaketake, followed by the ongoing occupation of Hineuru. Ancient Hineuru ancestress Raumatiroa occupied land within the Waipunga Forest (Park), and her rights were solidified by her marriage to her first husband Paeahi, who also had rights to the land; a rock located on Pohokura No. 9 is named Paepae a Paeahi after him. Generations later Te Whetuki, Raumatiroa's descendant, married Hinerawaho, and gifted her brother, a descendant of Tureia the land now known as the Waipunga Forest (Park).

In more recent times, the Waipunga Forest (Park) has not been a site of concentrated settlement. Rather, it has been utilised as a mahinga kai and an important hub of walkways and tracks which led to the lands to the north of our rohe. Our whanaunga connections to the people that reside in the north are very important to Hineuru, and they give mana to us as a people. The Waipunga Forest (Park) is therefore important not only as a means of physical connection to our whanaunga, it also serves as a symbolic representation of that connection.

Mahinga kai

The rivers and streams within the Waipunga Forest (Park) were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also important resource which was gathered. The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

Up until the early-mid twentieth century, the Waipunga Forest (Park) area was a plentiful and commonly used hunting area and horses, pigs and occasionally deer were caught there.

The ngahere within the Waipunga Forest (Park) were very dense. The matai, kouka, kanuka, flax, kahikatea, rimu, kowhai, miro, tutu bush and manuka dominated the ngahere, and were used for various purposes. The ngahere were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. The forests were not only an important source of kai, they were also the source of traditional rongoa. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi or bracken for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

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In 1938 the cutting rights to the ngahere in the Waipunga Forest (Park) were sold and the Pohokura Mill established. The mill was an important source of employment for Hineuru, but it was highly unstable and insecure employment. The Pohokura Mill closed down in 1964 and the livelihoods of many people were affected by the closing of the mills at Te Haroto, Tarawera and Pohokura. This was an extremely difficult time for Hineuru, socially, economically and culturally as our people were forced to leave their traditional homes and seek employment elsewhere.

The milling of the Waipunga Forest (Park) also had a devastating effect on the native ngahere and ecosystem. Hineuru whakapapa defines us as kaitiaki of this land, and our connection to the land was irreparably damaged.

Hineuru regard all natural resources as being gifts from nga atua kaitiaki. Tangaroa-i-te-Rupetu (Tangaroa) is the spiritual guardian of the water bodies and all that lives within them and Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within. These guardians were central to the lives of iwi tipuna and remain culturally significant to the whanau living in the present day.

The rights and responsibilities to this land, which was bestowed on us through our whakapapa, meant that matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions regarding the gathering and utilisation of resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, places for gathering kai and other taonga, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the Forest and its environs, its waters, associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to Hineuru tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the Waipunga Forest (Park) and associated resources.

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Mohaka River and its tributaries within Hineuru area of interest (as shown on deed plan OTS-205-24)

The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided Hineuru with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to Hineuru for both economic and social reasons.

The Mohaka River is a site of great historical significance to Hineuru. It originates in the Kaweka mountains, and flows north through the Te Waka and Titiokura Ranges, before flowing out into Hawke's Bay. It has three major tributaries: the Taharua, the Waipunga and the Te Hoe Rivers.

The significance of the Mohaka River is expressed in the Hineuru waiata:

Te Awahohonu
Te awa i Mohaka
Te awa hohonu
Te aha mate aroha
Ka kauria e

There were many sites of significance located along and adjacent to the Mohaka River including Orangikapua, a kainga and wāhi tapu, Ariara which was a defensive pa, and Church crossing.

Other sites of importance include: Wharaurangi pa; the Miroiti kainga; Kopuatoto pa; Pangawahine pa; Moana Whakato pa; Otutemaro mahinga kai abundant with peach trees, pikopiko, kauka and fern roots; Opuneke kainga; the Mangaio kainga and fern root patch; Ngaumukorau fighting pa; Okokore, a mahinga kai; and Puharau, a lake located near the river, from which eels were caught.

Mahinga kai

The Mohaka River and its tributaries have, since that time when the earliest Hineuru ancestors began to establish themselves in the region, been of great significance as the source of countless resources. As a mahinga kai, the river was plentiful with fish species. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

During particular seasons, Hineuru migrated to the Whakatarere kainga where we settled temporarily and constructed weirs around the horseshoe shape of the Mohaka River located there. Large hinaki were attached to the weirs, and tuna were caught as they migrated along the Mohaka River to the sea. The eels were cleaned, then smoked or pawhara on long rocks beside the pa.

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Some of these tuna would be taken to Tangoio, Aropaoanui or Petane for the extended whanau; the rest would be divided amongst the Hineuru people to be used in the harsh winter months.

The resources alongside the river, including harakeke and much birdlife were also a crucial element of iwi sustenance systems. Harakeke supplied material for rongoa, weaving, other construction such as clothing, mats, kits and ropes, and trading; toitoi supplied material for thatching and dried moss was used as bedding. They also provided a habitat for many forms of life. Pheasants, quail and native ducks were caught along the river and were not only an important food source but provided the iwi with feathers which were used for many purposes.

Hineuru kaumatua describe the wealth of resources provided by the Mohaka River, referring in particular to three types of volcanic stone. The first, Taupanga, was a speckled greyish rock used predominantly for hangi. The second, Opunga, was a "whitish rock used for hangi and adzes". Kowhatu Makauri was a blue stone used to make adzes and patu, as well as being used for hangi stones.

The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of Tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

The ngahere that surrounded the river were very dense. The toitoi, matai, kouka, kahikatea, kohukohu, koromiko, and kotukutuku dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Our Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Animal and bird hinu was used to preserve kai. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. Kereru were very highly prized delicacies which were consumed with great ritual. They were served by the women and the men would always eat first, kereru were never to be eaten with a knife. This was a ritual passed down through the generations.

The forests were not only an important source of kai, they were also the source of traditional rongoa. For example, the kouka, manuku, toitoi and kanuka were used for vapour baths and chest infections, horopito for treating skin disease; the ferns were used to treat fever and inflammation. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

The iwi have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. The iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-

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encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in our rohe and associated lands, and associated resources.

Rangitaiki River and its tributaries within Hineuru area of interest (as shown on deed plan OTS-205-27)

The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided the iwi with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to Hineuru for both economic and social reasons.

In the north-eastern outskirts of the Hineuru rohe, the Rangitaiki River acted as the boundary between the Kaingaroa blocks to the west and the Heruiwi 1, Pukahunui and Runanga 1 blocks to the east. In this northern area, the significance of the river was both as a boundary and a landmark; it was not heavily utilised. However further south, the river, originating in the Ahimanawa Range in the heart of Hineuru lands, marked the boundary between the Runanga 1 and 2 blocks. In these lands, the river served as an important mahinga kai and resource.

The Rangitaiki Conservation Area lies within the former Runanga 2 block; the Runanga lands were a part of the core Hineuru rohe, being the location of numerous sites of significance including wahi tapu, kainga and mahinga kai. The lands adjoining the Rangitaki associated wetlands were of particular cultural and historical significance.

The land which was known as the Runanga 2 block was an area rich in natural resources, although due to its volcanic geography, not to the same degree as the nearby settlement areas such as Tarawera, Te Haroto and Pohokura. For this reason the Runanga block was utilised in a more seasonal, temporal way. The richest part of the block was the southern portion which bordered the Rangitaiki River and the Tarawera block. This land was in Hineuru ownership for many generations; it was the site of numerous sites of significance including wahi tapu, kainga and mahinga kai.

Mahinga kai

The Rangitaiki River and tributaries were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of Tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and

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potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in our rohe and associated lands, and associated resources.

Waipunga River and its tributaries (as shown on deed plan OTS-205-26)



The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided the iwi with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to iwi for both economic and social reasons.

The Waipunga River and Valley, including its tributaries and waterfalls, is one of Hineuru's most important taonga and is associated with many important mahinga kai, kainga and pa.

The Waipunga River acted as a boundary between the Tarawera and Tatarakina blocks, and the settlement of Tarawera was located on the river itself. Hineuru have a long-standing association with the blocks and the settlement through rights of ahi kaa and ancestry.

The land along the Waipunga River was part of the area originally conquered by our ancestor Apa Hapaitaketake, and it has been permanently occupied by Hineuru iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihurituni, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera

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block. Hineuru whakapapa defines our connection to this land, and our responsibility as kaitiaki; and makes this land of great importance to our iwi.

The Waipunga River created the valley which forms a key part of the Tarawera 'corridor', and countless Hineuru settlements and historical sites are located along the river.

Lake Puharau, a lake with a plentiful eel population, was located near the northern mouth of the Waipunga River. A kainga and cultivation area of the same name were also located there. The Waipunga Falls were further south, in the Pohokura block. The Waipunga Falls were a landmark and taonga of great beauty, which features three parallel columns of water. The Waipunga hot springs were further south as well, near the Tarawera township, and were used for bathing, rongoa and cooking.

Many settlements were located at the upper reaches of the Waipunga River within the Tarawera block, but there were also many other important sites downstream. In total, there are literally hundreds of sites of significance along this extensive river.

Some of the recorded sites located along the river are: Te Ahimotumotu pa; Kopitanui/Kopitonui kainga and wahi tapu; Whananganga pa; Piripirau fighting pa; Whakanae kainga; Hikawera pa; Hopemutu pa; Ohinekonehu pa and wahi tapu; Matawhero pa; Parua pa; Taranaki pa; Taupounamu kainga; Waiariki kainga and hot spring; Tukiatea kainga; Paraumu kainga; Waipuhupuhi fighting pa; Mangauwhio/ Mangauhio pa; Porimeke pa; and Papakopuru kainga.

Mahinga kai

The Waipunga River and tributaries were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

The resources alongside the river including harakeke and much birdlife were also a crucial element of iwi sustenance systems. Harekeke supplied material for rongoa, weaving, other construction such as clothing, mats, kits and ropes, and trading; toitoi supplied material for thatching and dried moss was used as bedding; they also provided a habitat for many forms of life. Pakura (pukeko) and native ducks were caught along the river and were not only an important food source but provided the iwi with feathers which were used for many purposes.

The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

The ngahere that surrounded the river were very dense. The toitoi, matai, kouka, kahikatea, kohukohu, koromiko, and kotukutuku dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Animal and bird hinu was used to

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preserve kai. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. Kereru were very highly prized delicacies which were consumed with great ritual. They were served by the women and the men would always eat first, kereru were never to be eaten with a knife. This was a ritual passed down through the generations.

The forests were not only an important source of kai, they were also the source of traditional rongoa. For example, the kouka, manuku, toitoi and kanuka were used for vapour baths and chest infections, horopito for treating skin disease; the ferns were used to treat fever and inflammation. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in our rohe and associated lands, and associated resources.

DEED OF RECOGNITION: COMMISSIONER OF CROWN LANDS

THIS DEED is made by **THE CROWN** acting by the Commissioner of Crown Lands

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Hineuru (the settling group); and
 - 1.1.2 the trustees of Te Kōpere o te iwi o Hineuru Trust (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group’s particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
- 1.2.1 Mohaka River and its tributaries within Hineuru area of interest (as shown on deed plan OTS-205-24):
 - 1.2.2 Rangitaiki River and its tributaries within Hineuru area of interest (as shown on deed plan OTS-205-27):
 - 1.2.3 Waipunga River and its tributaries (as shown on deed plan OTS-205-26).
- 1.3 Those statements of association are –
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the [**name**] Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group’s association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right):
 - 2.2.2 preparing a plan, strategy, or programme for protection and management:

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- 2.2.3 conducting a survey to identify the number and type of users that may be appropriate:
- 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1, -
 - 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
 - 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

3 LIMITS

- 3.1 This deed –
 - 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 if it relates to a river -
 - (a) it does not relate to the waters of the river; and
 - (b) it relates only to the part or parts of the bed of the river that -
 - (i) are owned and managed by the Crown; and
 - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
 - (iii) are not the bed of an artificial watercourse or tributary; and
 - 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.5 is subject to the settlement legislation; and
 - 3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
 - 3.1.7 does not affect the lawful rights or interests of any person; or

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- 3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and
- 3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than the governance entity in relation to a statutory area.

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if -
 - 4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

5 NOTICES

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

Commissioner of Crown Lands
Level 7 Radio New Zealand House, 155 The Terrace, Wellington

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed -

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; and

Crown means Her Majesty the Queen in right of New Zealand; and

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

deed of settlement means the deed of settlement dated 2 April 2015 between the settling group, the governance entity, and the Crown; and

governance entity means the trustees; and

identified activities means the activities specified in clause 2.2; and

settling group and **Hineuru** have the meaning given to them by the deed of settlement; and

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

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

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

Te Kōpere o te iwi o Hineuru Trust means the trust known by that name and established by a trust deed dated 17 March 2015 and signed by Tirohia Bridger, Karauna Brown, Renata Bush, Tuhiao Kahukiwa, Ivy Kahukiwa-Smith, Te Reo Spooner and Toi Tawhai; and

trustees of Te Kōpere o te iwi o Hineuru Trust and **trustees** means the trustees from time to time of Te Kōpere o te iwi o Hineuru Trust, in their capacity as trustees of that trust; and

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

9 INTERPRETATION

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

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

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

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- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to -
- 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
- 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

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SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by –

The Commissioner of Crown Lands in the
presence of - _____

WITNESS

Name:

Occupation:

Address:

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Schedule

Copies of Statements of Association

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Mohaka River and its tributaries within Hineuru area of interest (as shown on deed plan OTS-205-24)

The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided Hineuru with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to Hineuru for both economic and social reasons.

The Mohaka River is a site of great historical significance to Hineuru. It originates in the Kaweka mountains, and flows north through the Te Waka and Titiokura Ranges, before flowing out into Hawke's Bay. It has three major tributaries: the Taharua, the Waipunga and the Te Hoe Rivers.

The significance of the Mohaka River is expressed in the Hineuru waiata:

Te Awahohonu
Te awa i Mohaka
Te awa hohonu
Te aha mate aroha
Ka kauria e

There were many sites of significance located along and adjacent to the Mohaka River including Orangikapua, a kainga and wāhi tapu, Ariara which was a defensive pa, and Church crossing.

Other sites of importance include: Whaururangi pa; the Miroiti kainga; Kopuatoto pa; Pangawahine pa; Moana Whakato pa; Otutemaro mahinga kai abundant with peach trees, pikopiko, kauka and fern roots; Opuneke kainga; the Mangaio kainga and fern root patch; Ngaumukorau fighting pa; Okokore, a mahinga kai; and Puharau, a lake located near the river, from which eels were caught.

Mahinga kai

The Mohaka River and its tributaries have, since that time when the earliest Hineuru ancestors began to establish themselves in the region, been of great significance as the source of countless resources. As a mahinga kai, the river was plentiful with fish species. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

During particular seasons, Hineuru migrated to the Whakatarere kainga where we settled temporarily and constructed weirs around the horseshoe shape of the Mohaka River located there. Large hinaki were attached to the weirs, and tuna were caught as they migrated along the Mohaka River to the sea. The eels were cleaned, then smoked or pawhara on long rocks beside the pa.

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Some of these tuna would be taken to Tangoio, Aropaoanui or Petane for the extended whanau; the rest would be divided amongst the Hineuru people to be used in the harsh winter months.

The resources alongside the river, including harakeke and much birdlife were also a crucial element of iwi sustenance systems. Harakeke supplied material for rongoa, weaving, other construction such as clothing, mats, kits and ropes, and trading; toitoi supplied material for thatching and dried moss was used as bedding. They also provided a habitat for many forms of life. Pheasants, quail and native ducks were caught along the river and were not only an important food source but provided the iwi with feathers which were used for many purposes.

Hineuru kaumatua describe the wealth of resources provided by the Mohaka River, referring in particular to three types of volcanic stone. The first, Taupanga, was a speckled greyish rock used predominantly for hangi. The second, Opunga, was a "whitish rock used for hangi and adzes". Kowhatu Makauri was a blue stone used to make adzes and patu, as well as being used for hangi stones.

The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of Tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

The ngahere that surrounded the river were very dense. The toitoi, matai, kouka, kahikatea, kohukohu, koromiko, and kotukutuku dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Our Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Animal and bird hinu was used to preserve kai. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. Kereru were very highly prized delicacies which were consumed with great ritual. They were served by the women and the men would always eat first, kereru were never to be eaten with a knife. This was a ritual passed down through the generations.

The forests were not only an important source of kai, they were also the source of traditional rongoa. For example, the kouka, manuku, toitoi and kanuka were used for vapour baths and chest infections, horopito for treating skin disease; the ferns were used to treat fever and inflammation. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

The iwi have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. The iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-

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encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in their rohe and associated lands, and associated resources.

Rangitaiki River and its tributaries within Hineuru area of interest (as shown on deed plan OTS-205-27)

The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided the iwi with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to Hineuru for both economic and social reasons.

In the north-eastern outskirts of the Hineuru rohe, the Rangitaiki River acted as the boundary between the Kaingaroa blocks to the west and the Heruiwi 1, Pukahunui and Runanga 1 blocks to the east. In this northern area, the significance of the river was both as a boundary and a landmark; it was not heavily utilised. However further south, the river, originating in the Ahimanawa Range in the heart of Hineuru lands, marked the boundary between the Runanga 1 and 2 blocks. In these lands, the river served as an important mahinga kai and resource.

The Rangitaiki Conservation Area lies within the former Runanga 2 block; the Runanga lands were a part of the core Hineuru rohe, being the location of numerous sites of significance including wahi tapu, kainga and mahinga kai. The lands adjoining the Rangitaki associated wetlands were of particular cultural and historical significance.

The land which was known as the Runanga 2 block was an area rich in natural resources, although due to its volcanic geography, not to the same degree as the nearby settlement areas such as Tarawera, Te Haroto and Pohokura. For this reason the Runanga block was utilised in a more seasonal, temporal way. The richest part of the block was the southern portion which bordered the Rangitaiki River and the Tarawera block. This land was in Hineuru ownership for many generations; it was the site of numerous sites of significance including wahi tapu, kainga and mahinga kai.

Mahinga kai

The Rangitaiki River and tributaries were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of Tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and

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potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in our rohe and associated lands, and associated resources.

Waipunga River and its tributaries (as shown on deed plan OTS-205-26)



The awa that are located within the Hineuru rohe have great spiritual importance, they are important in their own right, and in their connections to one another. Just as every element of the natural world has its own mauri, each awa in the Hineuru rohe has its own mauri and wairua which is unique to that awa. The wai that flows through the awa symbolises the link between the past and the present and acts as a force of connection: nga awa are the ribs of our tipuna, which flow from the Maunga carrying the lifeblood of Papatuanuku and the tears of Ranginui. The wai in nga awa therefore create a unifying connection for the iwi with the awa, the spiritual world, and the Maunga itself. Our awa are a significant taonga, they are life-giving and provide both physical and spiritual sustenance.

The tangible linkages between the awa provided the iwi with a system of nga ara, or pathways throughout the rohe, and allowing iwi access the inland. River travel was important to iwi for both economic and social reasons.

The Waipunga River and Valley, including its tributaries and waterfalls, is one of Hineuru's most important taonga and is associated with many important mahinga kai, kainga and pa.

The Waipunga River acted as a boundary between the Tarawera and Tatarakina blocks, and the settlement of Tarawera was located on the river itself. Hineuru have a long-standing association with the blocks and the settlement through rights of ahi kaa and ancestry.

The land along the Waipunga River was part of the area originally conquered by our ancestor Apa Hapaitaketake, and it has been permanently occupied by Hineuru iwi since the time of our ancestress Hineuru. The marriage of Hineuru's son Rangihurituni, to Te Amionga was a significant moment in the history of the iwi as it united the two key ancestral lines. According to traditional history Rangihurituni, Te Amionga and their family settled at Pohoi a Te Mumuhu in the Tarawera

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block. Hineuru whakapapa defines our connection to this land, and our responsibility as kaitiaki; and makes this land of great importance to our tribe.

The Waipunga River created the valley which forms a key part of the Tarawera 'corridor', and countless Hineuru settlements and historical sites are located along the river.

Lake Puharau, a lake with a plentiful eel population, was located near the northern mouth of the Waipunga River. A kainga and cultivation area of the same name were also located there. The Waipunga Falls were further south, in the Pohokura block. The Waipunga Falls were a landmark and taonga of great beauty, which features three parallel columns of water. The Waipunga hot springs were further south as well, near the Tarawera township, and were used for bathing, rongoa and cooking.

Many settlements were located at the upper reaches of the Waipunga River within the Tarawera block, but there were also many other important sites downstream. In total, there are literally hundreds of sites of significance along this extensive river.

Some of the recorded sites located along the river are: Te Ahimotumotu pa; Kopitanui/Kopitonui kainga and wahi tapu; Whananganga pa; Piripirau fighting pa; Whakanae kainga; Hikawera pa; Hopemutu pa; Ohinekonehu pa and wahi tapu; Matawhero pa; Parua pa; Taranaki pa; Taupounamu kainga; Waiariki kainga and hot spring; Tukiatea kainga; Paraumu kainga; Waipuhupuhi fighting pa; Mangauwhio/ Mangauhio pa; Porimeke pa; and Papakopuru kainga.

Mahinga kai

The Waipunga River and tributaries were abundant with fish species resources, including tuna, trout and the freshwater koura. Hangi stones were also an important resource which were gathered and used to heat dwellings as well as to cook food.

The gathering and processing of tuna, trout and koura was a customary practice that strengthened cultural systems and whanaunga.

The resources alongside the river including harakeke and much birdlife were also a crucial element of iwi sustenance systems. Harekeke supplied material for rongoa, weaving, other construction such as clothing, mats, kits and ropes, and trading; toitoi supplied material for thatching and dried moss was used as bedding; they also provided a habitat for many forms of life. Pakura (pukeko) and native ducks were caught along the river and were not only an important food source but provided the iwi with feathers which were used for many purposes.

The river provided the people with drinking water, the importance of which should not be underestimated. It was a source of wairua, and the river was felt to have healing properties. For example, it was thought to aid with the healing of women after they had given birth. Rivers also provided spiritual cleansing, and the waters were used for the washing of tupapaku and were also an important part of the process of ta moko. Every river had its own taniwha, and identity and potential use, and it was up to the individual or community to utilise it as appropriate to the particular circumstances. Springs were used particular for more utilitarian washing purposes.

The ngahere that surrounded the river were very dense. The toitoi, matai, kouka, kahikatea, kohukohu, koromiko, and kotukutuku dominated the ngahere which were prolific with birdlife and berries, both of which were an important food source. The feathers from all birds were also collected and used for many purposes. Hineuru people would observe the feeding patterns of the birdlife and learn from them what plant was safe to consume. Animal and bird hinu was used to

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preserve kai. Kiore were hunted in the ngahere and were still relatively common in the mid-twentieth century. Kereru were very highly prized delicacies which were consumed with great ritual. They were served by the women and the men would always eat first, kereru were never to be eaten with a knife. This was a ritual passed down through the generations.

The forests were not only an important source of kai, they were also the source of traditional rongoa. For example, the kouka, manuku, toitoi and kanuka were used for vapour baths and chest infections, horopito for treating skin disease; the ferns were used to treat fever and inflammation. For much of the year, the Hineuru rohe was an extremely cold place to reside; the ngahere provided toitoi fern for bedding; both the toitoi and the bark of the totara tree were used as insulation; and kanuka and manuka were burnt along with hangi stones to heat residences.

Matauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Matauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Our tipuna had considerable knowledge of whakapapa, traditional tracks, 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 Hineuru today.

Hineuru have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land and flora and fauna. Hineuru iwi have a responsibility as kaitiaki to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to Hineuru people today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems. The continued recognition of the iwi, our identity, traditions and status as kaitiaki is entwined with the rivers in our rohe and associated lands, and associated resources.

4 CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH THE TRUSTEES OF TE KŌPERE O TE IWI HINEURU TRUST BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 2 April 2015 between Hineuru, the trustees of Te Kōpere o te iwi Hineuru Trust (the **Governance Entity**) and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with the Governance Entity on matters specified in the Protocol.
- 1.2 Both the Ministry and the Governance Entity are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the “Act”) requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this will be given effect.
- 1.4 The Minister and the Ministry recognise that the Governance Entity is the governance entity of Hineuru and represents Hineuru.
- 1.5 Hineuru, are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between the Governance Entity and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 The Governance Entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 OWNERSHIP OF MINERALS

- 3.1 Hineuru:
 - (a) assert that they maintain in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the minerals in their rohe; and

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- (b) record that they consider their ownership, management and control of such minerals has been expropriated by the Crown and that this is a serious Treaty breach.

3.2 The Crown asserts ownership of minerals under the Act and considers that the nationalisation of minerals is not a breach of the Treaty. Section 10 of the Act provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Act reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of minerals in the Protocol Area is prescribed under the Act.

4 PROTOCOL AREA

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

5 TERMS OF ISSUE

5.1 This Protocol is issued pursuant to section [] of [the Hineuru Claims Settlement Act 2014] (the “**Settlement Legislation**”) that implements clause [] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

5.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

6 CONSULTATION

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

New minerals programmes

- (a) on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

- (b) on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with the Governance Entity on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum exploration permit applications

- (c) when any application for a petroleum exploration permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(b);

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Amendments to petroleum exploration permits

- (d) when any application to amend a petroleum exploration permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

- (e) on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(e) or where the application relates to newly available acreage;

Newly available acreage

- (g) when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

- (h) when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

Gold fossicking areas

- (i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

- 6.2 Each decision on a proposal referred to in clause 6.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

7 IMPLEMENTATION AND COMMUNICATION

- 7.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 6.1. The Ministry will consult with the Governance Entity in accordance with this Protocol if matters described in clause 6.1 of this Protocol may affect the interests of Hineuru.

- 7.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:

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- (a) ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
- (b) providing the Governance Entity with sufficient information to make informed decisions and submissions;
- (c) ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and to enable it to prepare its submissions; and
- (d) ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity.

7.3 Where the Governance Entity has requested that land be excluded from a permit, or that activities within certain areas be subject to additional requirements, the Minister will consider and make a decision on the request. The Governance Entity must be informed in writing of the Minister's decision. Face to face meetings will be held if mutually agreed by the parties such agreement not to be unreasonably withheld. The parties will jointly confirm the meetings and their agenda and location.

7.4 The Ministry will seek to fulfil its obligations under this Protocol by:

- (a) maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
- (b) as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Protocol;
- (c) nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Protocol;
- (d) providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this Protocol;
- (e) discussing with the Governance Entity concerns and issues notified by the Governance Entity about this Protocol;
- (f) as far as reasonably practicable, providing opportunities for the Governance Entity to meet with relevant Ministry managers and staff;
- (g) where relevant and reasonably practicable, providing opportunities for the Governance Entity to meet with the Minister and Chief Executive;
- (h) where relevant and reasonably practicable, informing other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
- (i) including the summary of the terms of issue relating to this Protocol in the relevant minerals programmes when these are issued.

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8 EXCLUSION OF AREAS OF PARTICULAR IMPORTANCE TO HINEURU

- 8.1 The Crown has responsibilities in relation to active protection. As a result of the consultation specified in clause 6, the Governance Entity may request that defined areas of land of particular importance to Hineuru are excluded from the operation of a minerals programme or shall not be included in any block offer or permit.

9 EFFECTS ON THE INTERESTS OF HINEURU IN RELATION TO CROWN OWNED MINERALS

- 9.1 The Minister and Secretary will consult with the Governance Entity on any policy or legislative development or review in relation to the administration of minerals which may affect the interests of Hineuru in relation to Crown owned minerals in the Protocol Area or this Protocol.
- 9.2 The Minister and Secretary will consult with the Governance Entity on any of the Ministry's minerals operational activities which may affect the interests of Hineuru in relation to Crown owned minerals in the Protocol Area or this Protocol.
- 9.3 Notwithstanding clause 9.1 and 9.2 above, the Minister and Secretary and the Governance Entity may meet to discuss the interests of Hineuru in relation to Crown owned minerals in the Protocol Area as part of the meetings specified in clause 7.3.

10 INFORMATION EXCHANGE

- 10.1 The Ministry will make available to the Governance Entity all existing information held by the Ministry where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Protocol.
- 10.2 The obligation in clause 10.1 does not apply to information that the Ministry is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry may withhold under the grounds set out under the Official Information Act 1982 or Privacy Act 1993.
- 10.3 The Minister and Secretary will make available to the Governance Entity the names and contact details of all relevant permit holders.

11 REVIEW AND AMENDMENT

- 11.1 The Minister, Secretary and the Governance Entity agree that this Protocol is a living document which should be updated and adapted to take account of future developments.
- 11.2 A review of this Protocol may take place at the request of either party.
- 11.3 See the Terms of Issue in Attachment B for the provisions related to cancellation and amendment.

12 DISPUTE RESOLUTION

- 12.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:
- (a) within 15 working days of being given written notice, the relevant contact person from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
 - (b) if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 12.1(a), the Chief Executive and the nominated representative of the Governance Entity will meet to work in good faith to resolve the issue;
 - (c) if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 12.1(a) and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and the Governance Entity will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's Terms of Issue.

13 DEFINITIONS

- 13.1 In this Protocol:

Act means the Crown Minerals Act 1991 as amended, consolidated or substituted;

Chief Executive and **Secretary** mean the Chief Executive of the Ministry of Business, Innovation and Employment;

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

Crown owned minerals means any mineral that is the property of the Crown;

Deed of Settlement means the Deed of Settlement dated 2 April 2015 between the Crown and the Governance Entity;

Hineuru has the meaning set out in clause 8.5 of the Deed of Settlement;

mineral means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water, and includes all metallic minerals, non-metallic minerals, fuel minerals (including coal and petroleum), precious stones, industrial rocks and building stones within the meaning of the Act and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister of Energy and Resources;

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Ministry means the Ministry of Business, Innovation and Employment;

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013;

petroleum means:

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or
- (c) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and one or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide,

and, except in sections 10 and 11 of the Act, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered, but which has been returned to a natural reservoir for storage purposes in the same or an adjacent area;

protocol means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

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ISSUED ON []

SIGNED for and on behalf of

THE SOVEREIGN

in right of New Zealand by

the Minister of Energy and Resources.

WITNESS

Name:

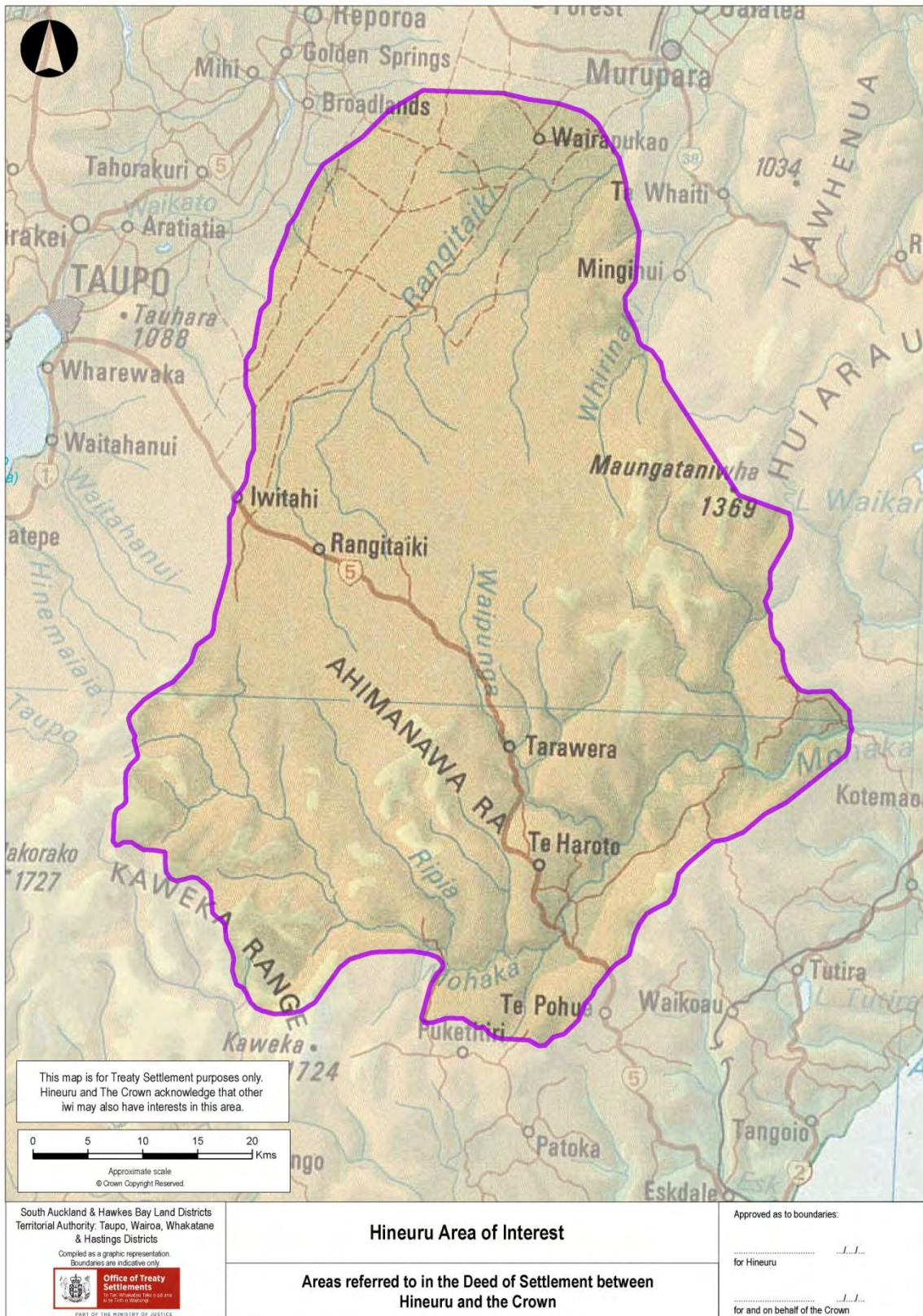
Occupation:

Address:

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ATTACHMENT A: PROTOCOL AREA MAP



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

- 1.1 The Minister or the Governance Entity may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and the Governance Entity.

2. Noting

- 2.1 A summary of the terms of this Protocol must be added:
 - 2.1.1 in a register of protocols maintained by the chief executive; and
 - 2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;but the addition:
 - 2.1.3 is for the purpose of public notice only; and
 - 2.1.4 does not amend the minerals programmes for the purposes of the Crown Minerals Act 1991 (section []).

3. Limits

- 3.1 This Protocol does not -
 - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
 - (a) introducing legislation; or
 - (b) changing government policy; or
 - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section []); or
 - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Hineuru or a representative entity (section []); or
 - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section []).
- 3.2 In this summary of the Terms of Issue, “representative entity” has the same meaning as it has in the Deed of Settlement.

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4. Breach

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section []).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.17).

5 TAONGA TŪTURU PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH THE TRUSTEES OF TE KŌPERE O TE IWI O HINEURU ON SPECIFIED ISSUES

1 INTRODUCTION

1.1 Under the Deed of Settlement dated xx between Hineuru, the trustees of Te Kōpere o te iwi o Hineuru (the **Governance Entity**) and the Crown (the **“Deed of Settlement”**), the Crown agreed that the Minister for Arts, Culture and Heritage (the **“Minister”**) would issue a protocol (the **“Protocol”**) setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the **“Chief Executive”**) will interact with the Governance Entity on matters specified in the Protocol. These matters are:

- (a) relationship principles;
- (b) Protocol Area;
- (c) terms of issue;
- (d) implementation and communication;
- (e) the role of the Chief Executive under the Protected Objects Act 1975;
- (f) the role of the Minister under the Protected Objects Act 1975;
- (g) effects on Hineuru interests in the Protocol Area;
- (h) registration as a collector of Ngā Taonga Tūturu;
- (i) board appointments;
- (j) national monuments, war graves and historical graves;
- (k) history publications relating to Hineuru;
- (l) cultural and/or spiritual practices and professional services;
- (m) provision of advice;
- (n) relationships;
- (o) information exchange;
- (p) consultation;
- (q) changes to policy and legislation affecting this protocol;
- (r) review and amendment;

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- (s) dispute resolution; and
 - (t) definitions.
- 1.2 For the purposes of this Protocol, the Governance Entity is the body representative of Hineuru who have an interest in the matters covered under this Protocol. This interest derives from the status of Hineuru as tāngata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 Manatū Taonga (also known as the Ministry for Arts, Culture and Heritage, the “**Ministry**”) and are seeking a relationship consistent with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.4 The purpose of the Protected Objects Act 1975 (the “**Act**”) is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the Governance Entity with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 21 of this Protocol.

2 RELATIONSHIP PRINCIPLES

- 2.1 The Governance Entity, the Minister, and the Chief Executive agree to abide by the following relationship principles, when implementing this Protocol and exercising their various roles and functions under this Protocol:
- (a) working together to preserve, promote, protect and enhance Taonga Tūturu;
 - (b) working in a spirit of co-operation;
 - (c) ensuring early engagement on matters relating to this Protocol;
 - (d) operating a ‘no-surprises’ approach;
 - (e) acknowledging that the relationship is evolving, not prescribed;
 - (f) respecting the independence of the parties and their individual mandates, roles and responsibilities within the Protocol Area;
 - (g) acknowledging that the parties benefit from working together by sharing their vision, knowledge and expertise; and
 - (h) in the context of any documents or other information provided to the Ministry by Hineuru, respecting and acknowledging the need to safeguard traditional knowledge and cultural expressions associated with Taonga Tūturu of Hineuru.

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3 PROTOCOL AREA

- 3.1 This Protocol applies across the Protocol Area which means the area identified in the map included in Attachment A of this Protocol, together with the adjacent waters (the “**Protocol Area**”).

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [] of the [Hineuru Settlement Act 2014] (the “**Settlement Legislation**”) that implements the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Chief Executive will maintain effective communication with the Governance Entity by:
- (a) maintaining information provided by the Governance Entity on the office holders of the Governance Entity and their addresses and contact details;
 - (b) discussing with the Governance Entity concerns and issues notified by the Governance Entity about this Protocol;
 - (c) as far as reasonably practicable, providing opportunities for the Governance Entity to meet with relevant Ministry managers and staff;
 - (d) meeting with the Governance Entity to review the implementation of this Protocol at least once a year, if requested by either party;
 - (e) as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;
 - (f) as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information;
 - (g) as soon as reasonably practicable, upon the Ministry becoming aware of such collections, notifying the Governance Entity of any Taonga Tūturu held overseas, either in private or public collections, where such Taonga Tūturu relates to Hineuru or was sourced from the Protocol Area; and
 - (h) including a copy of the Protocol with the Governance Entity on the Ministry’s website.
- 5.2 In addition, the Chief Executive will meet with the Governance Entity to develop and agree a strategy to implement this Protocol as soon as possible after this Protocol is signed. This strategy will be an operational document and may include but is not limited to:

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- (a) outlining specific actions and milestones the Chief Executive and the Governance Entity may carry out pursuant to the Protocol;
- (b) reporting processes in relation to the specific actions and milestones; and
- (c) developing a communications protocol relating to how the Ministry and the Governance Entity will communicate.

5.3 The implementation strategy described in clause 5.2 will have effect from the date agreed by both parties and specified in the strategy.

6 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

GENERAL

6.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Governance Entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

- (a) notify the Governance Entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Hineuru origin found anywhere else in New Zealand;
- (b) provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Hineuru origin found anywhere else in New Zealand;
- (c) notify the Governance Entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Hineuru origin found anywhere else in New Zealand;
- (d) notify the Governance Entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Hineuru origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- (e) notify the Governance Entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Hineuru origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

OWNERSHIP OF TAONGA TŪTURU FOUND IN PROTOCOL AREA OR IDENTIFIED AS BEING OF HINEURU ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

6.2 If the Governance Entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Hineuru origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

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- 6.3 If there is a competing claim or claims lodged in conjunction with the Governance Entity's claim of ownership, the Chief Executive will consult with the Governance Entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 6.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Hineuru origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the Governance Entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

CUSTODY OF TAONGA TŪTURU FOUND IN PROTOCOL AREA OR IDENTIFIED AS BEING OF HINEURU ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

- 6.5 If the Governance Entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Hineuru origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- (a) notify the Governance Entity as soon as practicable after such an application is received;
 - (b) consult the Governance Entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - (c) notify the Governance Entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

EXPORT APPLICATIONS

- 6.6 For the purpose of seeking an expert opinion from the Governance Entity on any export applications to remove any Taonga Tūturu of Hineuru origin from New Zealand, the Chief Executive will register the Governance Entity on the Ministry's Register of Expert Examiners.
- 6.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Hineuru origin from New Zealand, the Chief Executive will consult the Governance Entity as an Expert Examiner on that application, and notify the Governance Entity in writing of the Chief Executive's decision.

7 THE ROLE OF THE MINISTER UNDER THE ACT

- 7.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the Governance Entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the Governance Entity as an Expert Examiner, the Minister may consult with the Governance Entity where a person appeals the decision of the Chief Executive to:
- (a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or

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- (b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.

7.2 The Ministry will notify the Governance Entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the Governance Entity was consulted as an Expert Examiner.

8 EFFECTS ON HINEURU INTERESTS IN THE PROTOCOL AREA

8.1 The Chief Executive and the Governance Entity shall discuss any policy or legislative development, which specifically affects the interests of Hineuru in the Protocol Area.

8.2 The Chief Executive and the Governance Entity shall discuss any of the Ministry's operational activities, which specifically affect the interests of Hineuru in the Protocol Area.

8.3 Notwithstanding clauses 8.1 and 8.2 above the Chief Executive and the Governance Entity shall meet to discuss the interests of Hineuru in the Protocol Area as part of the meeting specified in clause 5.1(d).

9 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

9.1 The Chief Executive will register the Governance Entity as a Registered Collector of Taonga Tūturu.

10 BOARD APPOINTMENTS

10.1 The Chief Executive shall:

- (a) notify the Governance Entity of any upcoming ministerial appointments on Boards which the Minister appoints to;
- (b) add the Governance Entity's nominees onto the Ministry's Nomination Register for Boards, which the Minister appoints to; and
- (c) notify the Governance Entity of any ministerial appointments to Boards which the Minister appoints to, where these are publicly notified.

11 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

11.1 The Chief Executive shall seek and consider the views of the Governance Entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to the interests of Hineuru in the Protocol Area. For the avoidance of doubt, this does not include normal maintenance or cleaning.

11.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the Governance Entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

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- 11.3 Specifically, the Chief Executive will work with the Governance Entity to develop and implement a plan within 12 months of the issue of the Protocol or as soon as practical thereafter to ensure:
- a that the graves of Hineuru casualties of the New Zealand Wars, buried on the Chatham Islands, are marked and a whakawatea process performed to bless the area; and
 - b that those casualties are returned to Hineuru whether physically or spiritually; and
 - c that a memorial is erected at Wharekauri
- 11.4 It is acknowledged that other iwi whose tipuna were also detained on Wharekauri will be involved in the discussions.

12 HISTORY PUBLICATIONS RELATING TO HINEURU

- 12.1 The Chief Executive shall:
- (a) upon commencement of this Protocol provide the Governance Entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Hineuru and will supply these on request; and
 - (b) consult with the Governance Entity on any work the Ministry undertakes that relates substantially to Hineuru:
 - (i) from an early stage;
 - (ii) throughout the process of undertaking the work; and
 - (iii) before making the final decision on the material of a publication; and
 - (c) work with the Governance Entity to agree guidelines for the application of clauses 12.1(a) and 12.1(b) within six months of signing the Protocol.
- 12.2 Where the Ministry makes reasonable efforts to contact the Governance Entity for the purposes of the consultation in accordance with clause 12.1, and no response is received within a reasonable timeframe, the Ministry shall not be in breach of clause 12.1.
- 12.3 The Governance Entity accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the Governance Entity, is entitled to make the final decision on the material of the historical publication.

13 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

- 13.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by within the Protocol Area, the Chief Executive will invite the Governance Entity to provide such services. Where the Chief Executive has invited the Governance Entity to provide such services, the Chief Executive will make a contribution, which the Chief Executive considers is reasonable in the circumstances, the amount of which will be discussed with the Governance Entity at the time of the invitation.

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13.2 Where appropriate, the Chief Executive will consider using the Governance Entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

13.3 The procurement by the Chief Executive of any such services set out in clauses 13.1 and 13.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

14 PROVISION OF ADVICE

14.1 The Governance Entity may, from time-to-time, seek practical advice from the Chief Executive on historical or commemorative initiatives of Hineuru where the Ministry may have some expertise. The Chief Executive will provide such general practical advice, not involving any financial commitment, where possible.

14.2 In addition to clause 14.1, the Chief Executive will make best endeavours to notify the Governance Entity of any awards and funds, to which applications can be made which are administered by the Chief Executive, and provide details of the application process and deadlines.

15 RELATIONSHIPS

15.1 Hineuru have a strategic vision for their cultural identity that includes the preservation, development and transmission of their cultural heritage, traditions and arts. The Governance Entity wishes to explore the mutual benefits of a relationship with:

- (a) Arts Council of New Zealand Toi Aotearoa (Creative New Zealand);
- (b) Heritage New Zealand Pouhere Taonga; and
- (c) New Zealand Film Archive.

15.2 The Chief Executive will invite the above organisations to initiate discussions with the Governance Entity.

16 ACCESS AND REPATRIATION

16.1 The Chief Executive will by or on settlement date invite organisations relevant to this Protocol identified by the Governance Entity, which may include regional and international museums, to establish a relationship with the Governance Entity for the purposes of:

- (a) advising Hineuru about how they can have access to their Taonga Tūturu;
- (b) providing information to the Governance Entity about the Taonga Tūturu; and
- (c) any other matters of importance to Hineuru.

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17 INFORMATION EXCHANGE

- 17.1 The Governance Entity and the Ministry recognise the benefit of mutual information exchange. To this end the Ministry and the Governance Entity will as far as possible exchange any information that is relevant to Hineuru Taonga Tūturu and any intellectual property associated with Hineuru Taonga Tūturu that the Ministry may hold.
- 17.2 The Ministry will make available to the Governance Entity all existing information held by, or reasonably accessible to, the Ministry where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Protocol.
- 17.3 The obligations in clauses 17.1 and 17.2 do not apply to information that the Minister is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Minister or Chief Executive may withhold under the Official Information Act 1982.

18 CONSULTATION

- 18.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the Governance Entity in each case are:
- (a) ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
 - (b) providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - (c) ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation;
 - (d) ensuring that the Chief Executive will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters that are the subject of the consultation; and
 - (e) report back to the Governance Entity, either in writing or in person, as soon as possible following any decisions being made that relate to that consultation.

19 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 19.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- (a) notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

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- (b) make available to the Governance Entity the information provided to Māori as part of the consultation process referred to in this clause; and
- (c) report back to the Governance Entity on the outcome of any such consultation.

20 REVIEW AND AMENDMENT

- 20.1 The Minister and the Chief Executive and the Governance Entity agree that this Protocol is a living document which should be updated and adapted to take account of future developments.
- 20.2 A review of this Protocol may take place, at the request of either party, at five-yearly intervals from the commencement date of this Protocol or the date of completion of the previous review, unless either party advises that it wishes to review the Protocol three years from the commencement date or three years of the date of completion of the previous review.
- 20.3 Where the parties cannot reach agreement on any review or amendment proposal they will use the dispute resolution processes contained in clause 21 of this Protocol.

21 DISPUTE RESOLUTION

- 21.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:
 - (a) within 15 working days of being given written notice, the relevant contact person from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
 - (b) if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 21.1(a), the Chief Executive and the Governance Entity will meet to work in good faith to resolve the issue;
 - (c) if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 21.1(a) and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and the Governance Entity will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's Terms of Issue.

22 DEFINITIONS

- 22.1 In this Protocol:

Chief Executive means the Chief Executive of the Ministry and includes any authorised employee of the Ministry acting for and on behalf of the Chief Executive;

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

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

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

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

Hineuru has the meaning set out in clause 8.5 of the Deed of Settlement;

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

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

Taonga Tūturu has the same meaning as in section 2 of the Act and means an object that—

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been,—
 - (i) manufactured or modified in New Zealand by Māori; or
 - (ii) brought into New Zealand by Māori; or
 - (iii) used by Māori; and
- (c) is more than 50 years old.

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ISSUED on

SIGNED for and on behalf of **THE**

SOVEREIGN in right of

New Zealand by the Minister for Arts,

Culture and Heritage:

WITNESS

Name:

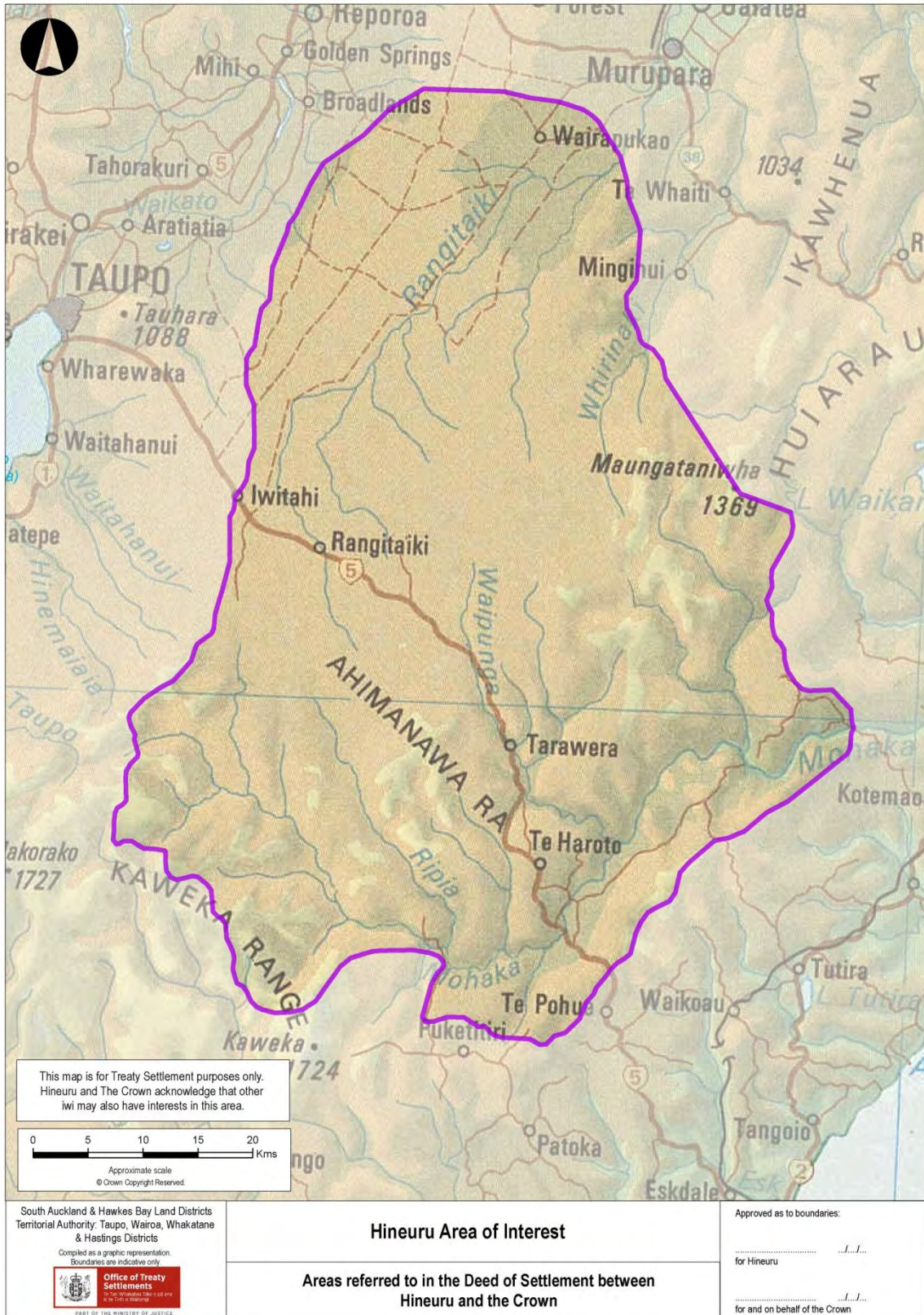
Occupation:

Address:

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ATTACHMENT A: PROTOCOL AREA MAP



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the Governance Entity and having particular regard to its views (section []).

2. Limits

2.1 This Protocol does not -

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section []); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Hineuru or a representative entity (section []); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu (section []).

2.2 In this summary of the Terms of Issue, “representative entity” has the same meaning as in the Deed of Settlement.

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section []).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.17).

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THE TRUSTEES OF TE KŌPERE TE IWĪ O HINEURU TRUST

and

THE MINISTER OF CONSERVATION

and

THE DIRECTOR GENERAL OF CONSERVATION

TE KAWENATA

[date]

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1 HINEURU IWI

1.1 Since the arrival of the ancestor Apa Hapaitaketake in the Tarawera region many centuries ago, Hineuru have had strong connections with this land. Through take raupatu and ahi ka roa, Apa and his people expanded their customary rights over many generations. Consequently, up to the 1840s, Hineuru occupied a substantial and strategic position which straddled the North Island main divide. Their rohe was densely settled and extensively cultivated, the ngahere were prolific with birdlife and the flat lands on the lower lying positions were well suited for agricultural development.

1.2 Hineuru's traditional boundaries are defined by their rivers and mountains. E rua nga maunga, ko Titiokura raua ko Te Waka (we have two mountains, Titiokura and Te Waka). The Mohaka, Hautapu, Te Hoe, Waipunga and Ripia awa are also of supreme importance. Some of the key sites of significance are identified in the following pepeha:

Ko Titiokura te Maunga
Ko Mohaka te Awa
Ko Mataatua te Waka
Ko Te Haroto te Marae
Ko Hineuru te Iwi
Ko Te Rangihiroa te Tangata.

1.3 The rivers within the Hineuru rohe were historically abundant with fish species resources, including tuna, brown and trout and fresh water koura. Gathering and processing tuna was a customary practice that strengthened cultural systems and whanaunga. The rivers and their beds did not only provide fish. Different types of rocks were collected from the river beds and also used for hangi, patu and adzes. The beaches of the rivers produced wood, used for firewood, and sometimes much larger logs such as matai, rimu or totara were stranded from floods. These logs were spit and used for buildings, yards, and fence posts.

1.4 The ngahere were not only an important source of kai, they were the source of traditional rongoā resources too. Hineuru members knowledgeable in rongoā would gather and use the rongoā resources to assist with a variety of ailments.

1.5 Mātauranga associated with the collection of resources from nga awa and ngahere was central to the lives of Hineuru tipuna. Mātauranga and associated tikanga and kawa and karakia are all essential for maintaining customary traditions associated with gathering and utilising resources. Hineuru tipuna had considerable knowledge of whakapapa, traditional walking tracks places for gathering kai and other taonga. Use of the river resources, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources remain important to Hineuru today.

1.6 By various means, the once extensive rohe of Hineuru was reduced to nothing. The landscape of their rohe shapes their identity. As a direct consequence of their tumultuous history, Hineuru were physically, emotionally and spiritually displaced.

1.7 Hineuru traditional lands are physically and spiritually connected to their whakapapa; Hineuru draw strength from the land. It is very important to Hineuru to regain kaitiakitanga over their lands.

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- 1.8 Hineuru have cultural, spiritual, traditional and historic associations with the lands, waters and flora and fauna of their rohe. Hineuru have a responsibility as kaitiaki in accordance with their tikanga to preserve, protect, and manage all those natural and historic resources (including whenua, ngahere, awa, rongoā, wāhi tapu and other taonga) within that rohe. This relationship is as important to the people of Hineuru today as it was to their tipuna. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems.
- 1.9 Hineuru wish to establish an ongoing and active partnership between Hineuru and the Crown in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoā, and other taonga in the Rohe. The rohe reflects not only the significance of those resources and their restoration and protection, but also the wider public interest in the enjoyment and conservation of those resources.
- 1.10 Hineuru wish to enter into a true Treaty based partnership with the Crown in relation to the management of the land, forest, waterways and resources within their rohe.

2 BACKGROUND

- 2.1 Hineuru initially had aspirations of seeking the return of all their land that was taken from them through raupatu (confiscation). However, the Crown retains very little land in their rohe and most of that is Conservation Land, much of which is not suitable for vesting in Hineuru.
- 2.2 Hineuru agreed to conclude their cultural redress negotiations on the basis that some areas of Conservation Land would be vested in the Governance Entity and that Hineuru and the Crown would enter into a Kawenata to provide a robust partnership arrangement over the remaining Conservation Land.
- 2.3 This Kawenata reconnects Hineuru to the governance of all areas of the Conservation Land.
- 2.4 The Partners intend to establish and maintain a positive, collaborative and enduring partnership that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987 and which requires the Partners to act towards each other reasonably and with utmost good faith.

3 TE KAWENATA AREA

- 3.1 Te Kawenata applies across Te Kawenata Area.

4 PURPOSE

- 4.1 The purpose of Te Kawenata is to:
- 4.1.1 recognise the mana of Hineuru and their interest in, and special relationship with, the Conservation Land;

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- 4.1.2 reflect the commitment of the Crown (represented by the Department) and Hineuru to enter into a new relationship based on partnership as provided for in Te Kawenata;
 - 4.1.3 set out how the Governance Entity and the Department will establish and maintain a positive, collaborative and enduring partnership consistent with section 4 of the Conservation Act 1987 regarding the management of the Conservation Land;
 - 4.1.4 provide a framework and mechanisms for the Governance Entity to engage in and have meaningful input into policy, planning and decision making processes in the Department's management of the Conservation Land and to advocate the conservation of natural and historic resources generally; and
 - 4.1.5 improve the quality of conservation management decisions through each Partner obtaining a better understanding of the other Partner's perspectives and, where possible, seeking consensus on outcomes.
- 4.2 The Department considers that building strong relationships with Hineuru is fundamental to understanding their interests in the Conservation Land. To strengthen this relationship, the Department is committed to finding practical ways for involving Hineuru in the decision-making processes in accordance with this Kawenata.

5 JOINT OBJECTIVE

- 5.1 Hineuru and the Department are committed to restoring and protecting the health and wellbeing of the Conservation Land for future generations.

6 HINEURU OBJECTIVES

- 6.1 Hineuru have a holistic interconnectedness with the ecosystems within their Rohe and their relationship with their taonga is central to their spiritual and physical wellbeing, tribal identity and culture.
- 6.2 Hineuru are kaitiaki and have a responsibility to protect the health and wellbeing of those ecosystems and other taonga in the Conservation Land in accordance with their tikanga.
- 6.3 Hineuru objectives for the Conservation Land are to:
 - 6.3.1 restore, protect and enhance the health and wellbeing of their taonga and, wherever possible, to reintroduce and regenerate the indigenous Flora and Fauna;
 - 6.3.2 promote projects for regeneration within their Rohe which will enhance the overall value and ecological and cultural health and wellbeing of the Conservation Land for future descendants of Hineuru;
 - 6.3.3 protect the historical, cultural and spiritual values of Significant Places;

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- 6.3.4 promote the integrated, holistic and co-ordinated approach to management of the Conservation Land;
- 6.3.5 ensure the public are correctly informed of the traditional associations of Hineuru with the Conservation Land;
- 6.3.6 restore and protect the relationship of Hineuru as kaitiaki of the Conservation Land in their Rohe, recognising Hineuru will always remain; and
- 6.3.7 encourage social, cultural, spiritual and economic development for Hineuru.

7 THE DEPARTMENT OF CONSERVATION - TE PAPA ATAWHAI

- 7.1 The Department of Conservation/Te Papa Atawhai is the Crown agency responsible for managing Conservation Land and other resources as provided for in the Conservation Act 1987 and has functions under a number of other Acts. Its functions include advocating for the conservation of the natural and historic resources heritage of New Zealand, and managing “for conservation purposes, all land, and all other natural and historic resources” under the Conservation Legislation. The Department must interpret and administer the Conservation Legislation to give effect to the principles of the Treaty of Waitangi, to the extent required under the Conservation Legislation.

8 PARTNERSHIP PRINCIPLES

- 8.1 Te Kawenata is an agreement based on the Treaty of Waitangi concepts of partnership and by which the Department will give effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. The overriding principles which will govern the relationship are therefore the principles of the Treaty of Waitangi as they are understood and developed over time.
- 8.2 The Partners agree that the Department will conduct the relationship through the Governance Entity or a related organisation, unless the Partners agree otherwise.
- 8.3 The Department will seek to avoid actions which would be a breach of the Treaty of Waitangi and will acknowledge and respect the rights of Hineuru in their ancestral lands, water, sites, resources and other taonga.
- 8.4 The Partners agree that the following principles will guide their relationship, the implementation of Te Kawenata and the exercise of their respective roles and functions under Te Kawenata:
 - 8.4.1 as Treaty partners, the Partners are equals in the relationship;
 - 8.4.2 adopting a positive and collaborative approach to partnership, including acting in good faith, fairly, reasonably and with integrity, honesty and the highest level of transparency and accountability;
 - 8.4.3 active protection of Hineuru in the use of their taonga to the fullest extent practicable;

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- 8.4.4 acknowledging that the relationship is evolving, not prescribed;
 - 8.4.5 committing to an enduring relationship;
 - 8.4.6 engaging early with the other Partner at the appropriate level on issues that affect the interests of the other Partner;
 - 8.4.7 operating with a “no surprises” approach;
 - 8.4.8 respecting the independence of the Partners and their individual mandates, roles and responsibilities;
 - 8.4.9 ensuring the relationship is consistent with the Treaty of Waitangi and its principles;
 - 8.4.10 applying shared knowledge and expertise including mātauranga Māori and the latest scientific methods; and
 - 8.4.11 enabling and supporting the use of te reo and tikanga of Hineuru.
- 8.5 When implementing Te Kawenata, the Partners agree that they will:
- 8.5.1 seek to give effect to the joint objective set out in clause 5;
 - 8.5.2 promote an integrated, holistic and collaborative approach to management of the Conservation Land;
 - 8.5.3 recognise and avoid adverse cumulative effects, and potential cumulative effects, of activities undertaken on the health and wellbeing of the Conservation Land;
 - 8.5.4 apply a precautionary approach towards decisions that may result in significant adverse effects; and
 - 8.5.5 take into account each Partner’s ability to make commitments or undertake management responsibilities within their capacity and resources.

Engagement principles

- 8.6 Where the Partners are required to engage under Te Kawenata, the Department will:
- 8.6.1 provide Notice to the Governance Entity of the matters to be the subject of engagement as soon as reasonably practicable following identification or determination of the matters to be the subject of the engagement;
 - 8.6.2 provide the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the engagement given any Time Constraints relating to those matters;
 - 8.6.3 ensure, as far as possible given any Time Constraints, that sufficient time is given for the effective participation of the Governance Entity, including the

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preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the engagement;

- 8.6.4 approach the engagement with an open mind and genuinely consider the suggestions, views or concerns that the Governance Entity may have in relation to any of the matters that are the subject of the engagement;
 - 8.6.5 use reasonable endeavours to identify a mutually acceptable solution, and if requested, meet with the Governance Entity to discuss possible options for resolution of the relevant matter and seek a consensus on a preferred option. Any solution must be consistent with the applicable Conservation Legislation and the Statutory Planning Documents; and
 - 8.6.6 if consensus is not reached within an agreed timeframe that permits any Time Constraints to be met, the Department may exercise its decision making powers and functions in relation to any of the matters that are the subject of the engagement.
- 8.7 Where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 8.6.6, the Department will promptly provide Notice to the Governance Entity on the decision made as a result of the engagement, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

Consultation principles

- 8.8 Where the Department is required to consult with the Governance Entity under Te Kawenata, the Department will:
- 8.8.1 provide Notice to the Governance Entity of the matters to be the subject of consultation as soon as reasonably practicable following identification or determination of the matters to be the subject of the consultation;
 - 8.8.2 provide the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the consultation given any Time Constraints relating to those matters;
 - 8.8.3 ensure, as far as possible given any Time Constraints, that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the consultation; and
 - 8.8.4 approach the consultation with an open mind and genuinely consider the suggestions, views or concerns that the Governance Entity may have in relation to any of the matters that are the subject of the consultation.
- 8.9 Where the Department has consulted with the Governance Entity on a matter, it will promptly provide Notice to the Governance Entity on the decision made as a result of the consultation, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

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- 8.10 When making submissions as provided for in clauses 8.6.2 or 8.8.2 the Governance Entity will set out reasons for the Governance Entity's position.

9 PRIORITY AREAS

- 9.1 As agreed by the Crown and Hineuru in the Deed of Settlement there will be a partnership approach in relation to the management of Priority Areas. This will mean:
- 9.1.1 the Partners will use best endeavours to jointly agree conservation priorities and projects for these Priority Areas;
 - 9.1.2 if, despite best endeavours, consensus is not reached within an agreed timeframe that permits any Time Constraints to be met, the Department may exercise its decision making powers and functions in relation to such conservation priorities and projects; and
 - 9.1.3 where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 9.1.2 the Department will promptly provide Notice to the Governance Entity on the decision it has made, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

10 TE KAWENATA IMPLEMENTATION AND MEETINGS

- 10.1 The Partners will meet as soon as practicable after Te Kawenata is signed to discuss implementing Te Kawenata, including the long-term strategic objectives for their relationship, and developing a plan to implement Te Kawenata.
- 10.2 Following the initial meeting provided for in clause 10.1, the Partners will meet annually to discuss implementing Te Kawenata through the annual business planning process meeting described in clause 12.3 (Annual Business Planning Process). In addition to this meeting, the Department will:
- 10.2.1 hold an annual meeting between the Governance Entity and the Department's senior staff including the District Managers and Pou Tairangahau, and where requested by the Governance Entity, the Director of Partnerships and the Director of Conservation Services; and
 - 10.2.2 provide reasonable opportunities for the Governance Entity to meet with the Department's managers and staff to discuss issues arising from time to time under Te Kawenata.

11 COMMUNICATIONS AND INFORMATION SHARING

Operational matters

- 11.1 The Partners will maintain effective and open communication with each other on an ongoing basis on operational matters including by:
- 11.1.1 discussing operational issues as required at the request of either Partner; and

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- 11.1.2 sharing information in an open manner as requested by either Partner.
- 11.2 The Governance Entity will provide Notice to the Department of the names and contact details of key contacts within the Governance Entity.
- 11.3 The Department will:
 - 11.3.1 maintain a record of the names and contact details of key contacts notified by the Governance Entity in accordance with clause 11.2;
 - 11.3.2 provide Notice to the Governance Entity of the names and contact details of key contacts within the Department, and any changes to those contacts; and
 - 11.3.3 appoint the Conservation Partnerships Manager as the primary point of contact for the Governance Entity and liaison person with other staff of the Department.

Notice of policy directions, research reports, and nominations

- 11.4 The Department will as soon as practicable:
 - 11.4.1 provide Notice to the Governance Entity of any of its new policy directions, including any matters that may relate to the legislative scheme for the Conservation Land, and will provide the Governance Entity with copies of those policy directions;
 - 11.4.2 provide the Governance Entity with copies of any research reports it receives relating to matters within Te Kawenata Area; and
 - 11.4.3 provide Notice to the Governance Entity when nominations are being sought for appointments to the Conservation Board.

Training

- 11.5 The Department will:
 - 11.5.1 provide training for relevant Department staff and will seek an opportunity to brief Conservation Board members on the content of the Deed of Settlement and Te Kawenata; and
 - 11.5.2 provide the Governance Entity with the opportunity to train relevant staff and will seek an opportunity to brief the Conservation Board members on the history of Hineuru, and their association with the Conservation Land, tikanga, and cultural, spiritual and historic values.

Notice to third parties about Te Kawenata

- 11.6 Where relevant, each Partner will inform other organisations with whom it works, including central government agencies and conservation stakeholders, about the content of the Deed of Settlement and Te Kawenata and provide on-going information as required.

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Information sharing

- 11.7 If the Governance Entity requests information for the purposes of assisting it to exercise its rights under Te Kawenata, then the Department, where practicable and subject to clause 11.9, will make available to the Governance Entity all existing information that it holds.
- 11.8 Where information is requested by the Governance Entity for the purposes of an upcoming meeting and the Department is unable to provide the information immediately then, subject to clause 11.9:
- 11.8.1 the Department will ensure that the information is provided to Hineuru 20 working days before the meeting; or
- 11.8.2 where the Department is unable to provide the information 20 working days before the meeting, the Partners will:
- (a) endeavour to agree upon an alternative time period for the information to be provided; or
- (b) on request of the Governance Entity, adjourn the meeting until the Governance Entity has received the information and had a reasonable time to consider it.
- 11.9 Where the Department is to provide information to the Governance Entity under Te Kawenata, this information will be provided subject to the provisions of the Official Information Act 1981, Privacy Act 1993, and other relevant Acts.

Notices to be in writing

- 11.10 All Notices under Te Kawenata must be in writing, either by way of mail, or electronic mail.

12 PLANNING AND PROJECTS

Statutory and non statutory planning

- 12.1 The Department will engage with the Governance Entity on any matters relating to the Conservation Land, if it decides to develop, review or amend any:
- 12.1.1 Statutory Planning Documents; or
- 12.1.2 non-statutory conservation plans or strategies.

Annual business planning process

- 12.2 The Department undertakes a business planning process prior to the beginning of each new financial year. This business planning process determines the Department's work priorities and commitments for the year throughout the District. For the Department, the business planning process is largely the responsibility of the District Managers.
- 12.3 As provided for in clause 10.2 (Te Kawenata implementation and meetings), the Partners will meet at an early stage in the annual business planning process to engage on:

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- 12.3.1 the Department's proposals for work plans and projects to be undertaken in Te Kawenata Area;
 - 12.3.2 projects the Governance Entity proposes for inclusion in the Department's work plans to be undertaken in Te Kawenata Area;
 - 12.3.3 identifying potential projects including projects under clause 9 (Priority Areas) or other matters to be undertaken together or separately;
 - 12.3.4 planning and budget priorities within the District as they relate to or may affect conservation management in Te Kawenata Area;
 - 12.3.5 the priorities for proposed projects to be taken forward by the Department into its business planning process and considered along with other priorities for the District;
 - 12.3.6 strategies to assist the Department to manage the Conservation Land; and
 - 12.3.7 any other matters relating to the implementation of Te Kawenata.
- 12.4 The Partners will also use the annual meeting described in clause 12.3 to consult on cross-organisational opportunities as provided for in clause 22.1 (Cross-organisational opportunities).
- 12.5 If requested by the Governance Entity, the Department will provide Notice to the Governance Entity at a reasonable time prior to the annual meeting referred to in clause 12.3 on any matter provided for by Te Kawenata.
- 12.6 If the Department decides to proceed with a project proposed by the Governance Entity, the Department will engage with the Governance Entity to determine how the Partners will collaborate to implement that project. Unless the Partners agree otherwise, the Department will finalise a work plan and a timetable, before implementing such a project in that business year, in accordance with the resources which have been allocated in the business plan.
- 12.7 If the Department decides to proceed with a project that it has proposed, the Department will discuss with the Governance Entity whether the Governance Entity wishes to participate in that project.

Projects

- 12.8 The Governance Entity may propose projects to be undertaken in Te Kawenata Area outside the annual business planning process and the Partners will engage on the feasibility of undertaking the proposed project.
- 12.9 The Partners will engage on projects proposed by third parties relating to the Conservation Land.
- 12.10 The Department will look for opportunities to support, through means other than the Department's funding, projects proposed by the Governance Entity that do not meet the

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Department's funding priorities, but which are consistent with its objectives.

- 12.11 The Department will invite the Governance Entity to participate in specific projects, including the Department's education, volunteer and conservation events and programmes.

National programmes, policies and issues

- 12.12 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes.

- 12.13 When it conducts national programmes the Department will:

12.13.1 provide Notice to the Governance Entity of the national sites and species programmes on which the Department will be working, and where those programmes are relevant to Te Kawenata Area, provide opportunities for Hineuru to participate in those programmes;

12.13.2 provide Notice to the Governance Entity of research and monitoring projects which are being carried out by the Department within Te Kawenata Area, and provide opportunities for Hineuru to participate in that research and those projects; and

12.13.3 provide the Governance Entity with copies of any completed research reports relating to any species within Te Kawenata Area.

- 12.14 The Department will consult with the Governance Entity on any new national plans, programmes, policies or issues that will have significant impacts on the Conservation Land.

Changes to structure, policy and legislation affecting Te Kawenata

- 12.15 The Department will engage with the Governance Entity, with a view to preserving the intent, scope and effectiveness of Te Kawenata, on:

12.15.1 any proposed restructuring or re-organisation of the Department including any proposed restructuring of the District Office relating to Te Kawenata Area; and

12.15.2 any proposed legislative amendments or proposed changes to national policy affecting the Department's activities in Te Kawenata Area.

- 12.16 In addition to the engagement provided for by clause 12.15, where the Governance Entity requests, the Department will consult with the Governance Entity on any significant issue regarding the Conservation Legislation.

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13 STATUTORY AUTHORISATIONS

Applications for statutory authorisations

- 13.1 When the Department is approached regarding a proposed Statutory Authorisation application or a renewal of a Statutory Authorisation application, which relates to Te Kawenata Area, it will promptly provide Notice to the Governance Entity, and encourage the prospective applicant to consult with the Governance Entity.
- 13.2 The Department will engage with the Governance Entity on Statutory Authorisation applications and renewals of Statutory Authorisation applications. When engaging with the Governance Entity on such a matter, the Department will follow the principles of engagement set out in clause 8.6 (Engagement principles), and will:
- 13.2.1 promptly provide the Governance Entity with copies of the application;
 - 13.2.2 provide separate Notice to the Governance Entity, prior to any Statutory Authorisation being publicly notified;
 - 13.2.3 where either Partner requests, meet or, as otherwise agreed, correspond with the Governance Entity, to engage on how concerns such as negative impacts might be mitigated or avoided;
 - 13.2.4 advise the applicant of concerns identified by the Governance Entity, and if appropriate, encourage communication between the applicant and the Governance Entity to resolve impacts identified by the Governance Entity;
 - 13.2.5 unless the application is withdrawn, have regard to the outcome of any discussions under this clause and more generally to the Governance Entity's views on the application when considering whether to grant the application; and
 - 13.2.6 after making a decision to grant or decline a Statutory Authorisation, provide Notice to the Governance Entity of the Department's decision, and the reasons for the decision, in particular how regard was given to the views of the Governance Entity as required by clause 13.2.5.

Applications by the Governance Entity

- 13.3 Where the Governance Entity approaches the Department regarding a proposed Statutory Authorisation application by the Governance Entity or a renewal of a Statutory Authorisation application, the Department will engage with the Governance Entity on that application.

Implementation of statutory authorisations

- 13.4 The Department, when issuing Statutory Authorisations that give authority for other parties to manage or undertake activities on the Conservation Land, will require those parties to manage Significant Places according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand

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Charter 1993.

- 13.5 The Department will require the party to a Statutory Authorisation not to use any Iwi Information disclosed during the Statutory Authorisation process and not already in the public domain unless the consent of the Governance Entity is obtained in advance.
- 13.6 The Department will, subject to clause 11.9 (Communications and Information Sharing), provide the Governance Entity with information concerning the monitoring of conditions of Statutory Authorisations for which Hineuru have expressed an interest in being informed.

Concession opportunities

- 13.7 The Department will, if requested by the Governance Entity, assist in the development of concession proposals involving Hineuru members by providing technical advice on the concession process.

14 CULTURAL MATERIALS

Developing a cultural materials plan

- 14.1 Current legislation generally requires some form of authorisation for the gathering of Cultural Materials from the Conservation Land.
- 14.2 The Partners will engage to develop and agree a Cultural Materials plan which will provide for the Governance Entity to enable Hineuru members to take and use Cultural Materials in accordance with the plan.
- 14.3 The plan will:
- 14.3.1 prescribe streamlined authorisation processes (including multi-site and multi-take permits) for Hineuru members to take Cultural Materials from the Conservation Land to the extent permitted by the Conservation Legislation; and
 - 14.3.2 identify sites, methods, conditions and quantities relating to the multi-site and multi-take permits set out in the plan.
- 14.4 When the Partners agree on the taking of Cultural Materials under the plan, the Department should issue the required authorisations to the Governance Entity as provided for in the plan.
- 14.5 Where the Partners engage on the Cultural Materials plan, appropriate Department experts and Hineuru experts in mātauranga Māori will take part.

Review and amendment

- 14.6 The Governance Entity may propose that new species are included in the Cultural Materials plan on an incremental basis and the Partners will engage on the feasibility of the proposal.
- 14.7 The Department will engage with the Governance Entity to amend the Cultural Materials plan:

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- 14.7.1 if an unforeseen event (such as a fire) takes place that affects sites included in the plan;
 - 14.7.2 if, through monitoring, it is found that the impacts of a harvest under the plan is having a significant negative impact on the values for which the Conservation Land is held; or
 - 14.7.3 if there is a change in the status of a species under the plan (including if it is classified as threatened or at risk).
- 14.8 The Cultural Materials plan will be reviewed at least once every five years, but will continue to confer the ability of the Governance Entity to enable Hineuru members to gather Cultural Materials as contemplated in clause 14.2.

Obligations of the department relating to authorisations

- 14.9 The Department will engage with the Governance Entity before undertaking any activity which may affect the ability of Hineuru members to collect Cultural Materials under the plan.
- 14.10 The Department will:
- 14.10.1 engage with the Governance Entity whenever there are requests from other persons to take Cultural Materials from the Conservation Land;
 - 14.10.2 if requested by the Governance Entity, assist as far as reasonably practicable, Hineuru to obtain Flora for propagation;
 - 14.10.3 provide, as far as reasonably practicable, ongoing advice to the Governance Entity on the establishment of its own cultivation areas, and managing and propagating Flora;
 - 14.10.4 engage with the Governance Entity to identify and implement projects on the Conservation Land where re-vegetation planting, restoration and enhancement of indigenous Flora may be appropriate;
 - 14.10.5 develop, as far as reasonably practicable, procedures for monitoring levels of use of Cultural Materials in accordance with relevant legislation and appropriate Hineuru tikanga; and
 - 14.10.6 waive any authorisation costs for Cultural Materials applications made by Hineuru or their members.

Cultural Materials from the Department's operations

- 14.11 The Department will, as far as reasonably practicable, provide the Governance Entity with access to Flora or dead Fauna or materials from both, which become available as a result of Department operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death, through natural causes or otherwise.

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15 PLACE NAMES

- 15.1 Where an application for a name change is made by a third party under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008 for a Crown Protected Area or any of its natural features in Te Kawenata Area, the Partners will engage on whether to support the application.
- 15.2 If a name change is proposed by either Partner under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008 for a Crown Protected Area or any of its natural features in Te Kawenata Area, then prior to the application being made, the Partners will engage on an appropriate name including reinstatement of a traditional place name.
- 15.3 Where either Partner is considering naming or renaming any Conservation Land or features or facilities on the Conservation Land, the Partners will engage on an appropriate name including reinstatement of a traditional place name.

16 SIGNIFICANT PLACES AND OTHER TAONGA

Significant places

- 16.1 Hineuru consider that their Significant Places are taonga, and the Department acknowledges and respects the importance of these taonga to Hineuru by fulfilling the obligations in Te Kawenata.
- 16.2 The Department has a statutory role to conserve historic resources on the Conservation Land and will endeavour to do this for Significant Places in association with Hineuru and according to Hineuru tikanga.
- 16.3 The Department will engage with the Governance Entity on practical ways in which Hineuru can exercise kaitiakitanga over their Significant Places and other taonga managed by the Department.
- 16.4 The Department will:
- 16.4.1 manage Significant Places according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993 and in co-operation with Hineuru;
 - 16.4.2 engage on the recording, mapping and protecting of Significant Places to prevent their desecration or damage;
 - 16.4.3 provide Notice to the Governance Entity if the Department intends to undertake any physical work in a Significant Place; and
 - 16.4.4 provide Notice to the Governance Entity if kōiwi (human remains, particularly bones) are found within Te Kawenata Area.
- 16.5 On becoming aware of a Significant Place within Te Kawenata Area, the Department will:

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- 16.5.1 provide Notice to the Governance Entity of the information that the Department has acquired;
 - 16.5.2 seek the advice of the Governance Entity regarding the Significant Place; and
 - 16.5.3 not undertake any activities within Te Kawenata Area which could reasonably be expected to damage or interfere with an identified Significant Place.
- 16.6 The Partners will engage to establish processes for dealing with information on Significant Places in a way that recognises both:
- 16.6.1 the management challenges that confidentiality can present; and
 - 16.6.2 the requirements of Hineuru.

Repatriation of taonga

- 16.7 The Department will engage with the Governance Entity to obtain permission for the repatriation to Hineuru under the Protected Objects Act 1975 of any taonga that are, or are likely to be, identified by Hineuru (by the reference numbers given to them in accordance with that Act) as being in the possession of the Department.
- 16.8 Where the Governance Entity requests, the Department will engage with Hineuru on the repatriation of any taonga.

Art work

- 16.9 The Department acknowledges that Hineuru regard their traditional art forms and works as taonga which must be respected and protected. Such traditional art forms include whakairo (carving in wood, stone, or bone), tukutuku (reed panelling on the inside walls of whare), tāniko and raranga (including designs on textiles in plaiting and weaving) and kōwhaiwhai (painted designs on wood and on the walls of rock shelters). It is of primary importance to Hineuru that these taonga retain integrity in their creation and are properly cared for according to tikanga.
- 16.10 As these works will represent and reflect the specific cultural traditions and representations of Hineuru and these occupations involve appropriate ritual and rules, the choice of the artist or tohunga whakairo (carver) is important to Hineuru. Where the Department wishes to commission or collect works of art which relate to Hineuru or Te Kawenata Area or which will be located within Te Kawenata Area, the Department will seek the prior approval of the Governance Entity to the artist or tohunga whakairo.
- 16.11 Where Hineuru members have provided an art work for Department facilities or a work is commissioned in accordance with clause 16.10 the Department will:
- 16.11.1 maintain a register of such works;
 - 16.11.2 ensure that these works are properly protected and maintained;
 - 16.11.3 agree with the Governance Entity any change to a work's location; and

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16.11.4 if the Department no longer requires the work, restore the work to the artist, or failing the artist, the Governance Entity, to be its kaitiaki.

17 STATUTORY LAND MANAGEMENT

17.1 Hineuru have an ongoing interest in the range of statutory land management activities that occur within Te Kawenata Area.

17.2 If the Governance Entity requests, the Partners will engage on any proposal by Hineuru to have the Conservation Land reclassified.

17.3 The Department will engage with the Governance Entity before it proposes or if a third party notifies the Department that it intends to propose:

17.3.1 establishing any new, or reclassifying any existing Conservation Land;

17.3.2 any vestings or management appointments under the Reserves Act 1977;

17.3.3 other management arrangements with third parties; or

17.3.4 disposing of Conservation Land.

17.4 Where clause 17.3 applies, the Department should ensure the Governance Entity has or continues to have input into the management of the Conservation Land so affected. This should include having special conditions relating to Te Kawenata where an administering body has a reserve vested in it or is appointed to control and manage a reserve.

17.5 In the case of proposed management arrangements, the Partners will also engage on whether the arrangement should be subject to any conditions.

17.6 At the request of the Governance Entity, the Partners will engage on whether Hineuru wish:

17.6.1 under the Reserves Act 1977, to be granted a vesting or appointed to control and manage a reserve in Te Kawenata Area; or

17.6.2 under the Conservation Act 1987, to be appointed to manage a marginal strip in Te Kawenata Area.

18 NATURAL HERITAGE

Species and habitat protection

18.1 The Partners share aspirations of protecting ecosystems and indigenous Flora and Fauna within Te Kawenata Area.

18.2 One of the Department's key functions is to ensure the preservation and protection of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.

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- 18.3 The Governance Entity will identify the species of particular significance to Hineuru in light of their cultural, spiritual, historical or traditional associations. The Department will engage with the Governance Entity on developing, implementing or amending any species recovery programmes that apply within Te Kawenata Area.
- 18.4 Hineuru wish to be involved in the naming of any new species that are located within Te Kawenata Area. If the Department issues a research permit to a third party scientist to collect, or if the Department's scientists collect new material in Te Kawenata Area, the Department will request those scientists to consult with Hineuru when developing the names of any new taxon (family, genus, species, subspecies, variety or forma).

Pest control

- 18.5 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand and is a key function of the Department. The Department carries out pest control in a way that maximises value from the limited resources available.
- 18.6 The Partners will engage on the strategic outcomes sought from pest control programmes within Te Kawenata Area including:
- 18.6.1 monitoring programmes;
 - 18.6.2 using poisons; and
 - 18.6.3 co-ordinating pest control where Hineuru are the adjoining landowner.
- 18.7 The Department will:
- 18.7.1 engage with the Governance Entity on developing and implementing pest control activities in relation to Te Kawenata Area, particularly in relation to the use of poisons and biological controls including genetically modified organisms;
 - 18.7.2 provide the Governance Entity with opportunities to review programmes and outcomes; and
 - 18.7.3 where practicable, coordinate its pest control programmes with those of Hineuru.

19 WATER QUALITY, FISHERIES AND HABITATS

Riparian management

- 19.1 For the purposes of the Conservation Act 1987, freshwater includes waters of estuaries, coastal lagoons, wetlands, and the mouths of rivers and streams.
- 19.2 The Department and Hineuru have a mutual concern to ensure effective riparian management that will contribute to protecting and restoring water quality and prevent the contamination of freshwater.
- 19.3 For Hineuru, the health and wellbeing of freshwater bodies, including their banks and margins, and associated Flora and Fauna, is of primary importance.

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- 19.4 The Department will take all reasonable steps to manage the banks and margins of waterways on Conservation land to prevent destruction of the riparian habitat and the contamination of waterways and the wider environment as a result of its activities.
- 19.5 The Department and the Governance Entity will engage to identify activities that will promote effective riparian management.

Freshwater fisheries and habitat

- 19.6 The Department's functions include preserving, as far as practicable, all indigenous freshwater fisheries, and protecting recreational freshwater fisheries and their respective habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on Conservation Land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through the Resource Management Act 1991. Freshwater fisheries are managed under two sets of legislation: the Fisheries Acts 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department). The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act 1987.
- 19.7 Hineuru have identified freshwater habitats, and all indigenous freshwater species present or formerly present in Te Kawenata Area, as having a high cultural value.
- 19.8 The Department acknowledges that Hineuru have a customary interest in whitebait fisheries in Te Kawenata Area and that section 26ZH of the Conservation Act 1987 permits Hineuru to fish for whitebait outside the season set by the Whitebait Fishing Regulations 1994.
- 19.9 The Partners will consult on guidelines to enable the Department to undertake its compliance and enforcement roles relating to whitebait fishing in Te Kawenata Area.

Engagement

- 19.10 The Partners will engage to ensure that the relevant staff members of the Department are aware of the relevant Hineuru tikanga relating to freshwater, the Flora and Fauna of those habitats, including customary freshwater fisheries, and their habitats within Te Kawenata Area.
- 19.11 The Department will engage with the Governance Entity in the conservation and management (including research and monitoring) of freshwater, customary freshwater fisheries and freshwater fish habitats.
- 19.12 The Department will engage with the Governance Entity:
- 19.12.1 on whether to grant applications for the transfer and release of freshwater fish species, including eels, in accordance with section 26ZM of the Conservation Act 1987; and

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- 19.12.2 where the Department is entering into formal or informal arrangements with any third party that relate to the management of marginal strips within Te Kawenata Area.
- 19.13 At the request of either Partner, the Partners will engage to identify areas for co-operation relating to:
- 19.13.1 projects relating to fish passage, minimum flows, protecting riparian vegetation and habitats, improving water quality, and restoring, rehabilitating, or enhancing customary freshwater fisheries and other fauna and their freshwater habitats; and
- 19.13.2 developing or contributing to research and monitoring programmes, and where reasonably practicable, inviting Hineuru to participate where the Department is developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and other Flora and Fauna and their environmental and habitat requirements.

20 RESOURCE MANAGEMENT ACT 1991 AND ADVOCACY

- 20.1 The Partners both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include effects on indigenous Flora and Fauna and their habitats. From time to time, the Partners will seek to identify further issues and areas of mutual concern.
- 20.2 It is recognised that the Partners' concerns in any particular resource management issue may diverge and that each Partner will continue to make separate submissions in any Resource Management Act 1991 processes.
- 20.3 At the Governance Entity's request, the Department will discuss with the Governance Entity the Department's general approach in respect of advocacy, and identify:
- 20.3.1 the Partners' respective priorities and issues of mutual concern; and
- 20.3.2 areas for co-operation by the Partners in advocacy.
- 20.4 The Partners will consult each other before making submissions on issues of mutual concern under the Resource Management Act 1991.

21 INFORMATION AND CONFIDENTIALITY

Principles

- 21.1 The Department acknowledges:
- 21.1.1 Hineuru are entitled to the recognition of the full ownership, control and protection of their taonga, including their intellectual property;
- 21.1.2 Hineuru have rights and interests in their taonga within their Rohe, including their rights to ownership, protection and custody of Iwi Information; and

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21.1.3 the importance to Hineuru, that the Department engages with the Governance Entity, and keeps it fully informed about the Department's use of Iwi Information.

Confidentiality obligations

21.2 The Department will:

21.2.1 respect the privacy, dignity, culture, practices, traditions and rights of Hineuru;

21.2.2 recognise and provide for the rights of Hineuru rights to protection and custody of their Iwi Information;

21.2.3 subject to clause 21.4, hold Iwi Information in the strictest confidence; and

21.2.4 take any reasonable action required to ensure compliance with this clause as requested by the Governance Entity.

21.3 The Department will not, without the Governance Entity giving Notice of their prior informed consent:

21.3.1 use Iwi Information or permit it to be used by any other person;

21.3.2 knowingly undertake any collection of Iwi Information or approach individual Hineuru members in an effort to obtain Iwi Information; or

21.3.3 disclose Iwi Information or information about Hineuru to a third party (including any Crown agency), or use Iwi Information for any purpose other than for which it was provided, except as:

(a) required by law; or

(b) is independently acquired other than in breach of Te Kawenata.

21.4 If the Department intends to disclose or use information where it considers one of the exceptions under clause 21.3.3 applies, it will promptly give Notice to the Governance Entity of its intention and reasons for doing so.

21.5 Where a third party (including another Crown agency) requires or requests Iwi Information from the Department, the Governance Entity will only give its consent if that third party enters into a release of information agreement with it.

21.6 Ongoing engagement is necessary to maintain prior informed consent and any prior informed consent is applicable only to the specific purpose of each consent. For clarity, the Department acknowledges that the Governance Entity may withdraw their prior informed consent by providing Notice to the Department, but this will not affect any disclosure made before that withdrawal.

21.7 The Department will circulate Iwi Information within the Department on a need to know basis only and will ensure that staff are aware of the terms of Te Kawenata in respect to Iwi Information.

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- 21.8 The Department will obtain the Governance Entity's agreement to any statements proposed to be included in any of the Department's planning documents (whether a Statutory Planning Document or a non-statutory plan or strategy, including any business plan or action plan) that includes or refers to any Iwi Information.
- 21.9 The Governance Entity may require the return of any Iwi Information that has been provided to the Department and the Department shall comply except to the extent that the Department confirms that Iwi Information has been destroyed.
- 21.10 The Department acknowledges and agrees that it has no interest in, nor will it acquire any ownership of Iwi Information.

Visitor and public information

- 21.11 The Department has a role to share information about natural and historic heritage with visitors and the general public, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
- 21.12 Hineuru wish to share information with the public about their tikanga, cultural, spiritual and historic values and association with the Conservation Land. The Department acknowledges the importance of that information to Hineuru, and to carrying out the Department's information dissemination role.
- 21.13 To encourage respect for the tikanga, cultural, spiritual and historic values of Hineuru and their association with the Conservation Land, the Partners will engage:
- 21.13.1 to raise public awareness of any positive conservation partnerships between Hineuru, the Department and other stakeholders, including, by way of publications, presentations, and seminars;
 - 21.13.2 on how the tikanga, cultural, spiritual and historic values of Hineuru are respected in the Department's provision of visitor facilities, public information and other publications;
 - 21.13.3 prior to the use of information about Hineuru in new interpretation panels, signs and visitor publications, including information regarding Hineuru perspectives on sites, the significance of sites to Hineuru, and traditional place names; and
 - 21.13.4 to promote Hineuru participation in the Department's volunteer and conservation events programmes.

Pouwhenua

- 21.14 Pursuant to Part 3B of the Conservation Act 1987, the Governance Entity may erect and maintain pouwhenua within Te Kawenata Area subject to any terms and conditions the Director-General may impose in order to protect the conservation values of any relevant Conservation Land.

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- 21.15 The Governance Entity will be responsible for maintaining the pouwhenua to a reasonable standard and access to the pouwhenua.

22 SPECIAL ARRANGEMENTS

Cross-organisational opportunities

- 22.1 As part of the annual business planning process meeting described in clause 12.3 (Annual Business Planning Process), the Partners will consult on:
- 22.1.1 opportunities and processes to share scientific and cultural information, including data and research material (including to assist Hineuru to exercise their role under Te Kawenata and as kaitiaki);
 - 22.1.2 opportunities for developing mutual understanding and relationships, with respect to conservation, environmental and cultural matters within Te Kawenata Area;
 - 22.1.3 opportunities for professional development and conservation capacity building for Hineuru and the Department's staff, including wānanga, secondments and cadetships; and
 - 22.1.4 staff changes and the key contacts in each organisation.

Contracting for services

- 22.2 Where contracts are tendered for conservation management within Te Kawenata Area (including professional services, cultural advice and pest management) the Department will provide Notice to the Governance Entity of the contract tender.
- 22.3 The Department will consider using suitably qualified Hineuru members or Hineuru entities as a provider of such services. The Department will, if requested by the Governance Entity, provide advice on how to achieve the technical requirements to become a provider of such services and to meet the Department's conservation management requirements.
- 22.4 In accordance with standard administrative practice, wherever Hineuru members or entities are applying to provide services, appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision making process.

Training and conservation capability building opportunities

- 22.5 The Partners will inform each other when any conservation related educational, training, or capacity building opportunities arise. The Partners will seek to ensure that the other Partner's staff or members are able to participate in such opportunities, within the resources available to them. The Governance Entity may propose candidates for these roles or opportunities.
- 22.6 The opportunities could include holiday employment, student research projects, ranger training courses, short term employment exchanges, secondments, or further opportunities for the Department's staff to learn about Hineuru tikanga and mātauranga Māori, and for Hineuru members to augment their conservation knowledge and skills through being involved in the Department's work programmes or training initiatives.

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- 22.7 The Department will engage with the Governance Entity on the potential for developing a voluntary kaitiaki programme for Hineuru in relation to the Conservation Land.

Department staff positions

- 22.8 The Department will provide Notice to the Governance Entity when opportunities for full time positions or holiday employment arise within Te Kawenata Area.
- 22.9 The Department will consult with the Governance Entity regarding vacancies for staff primarily responsible for functions within Te Kawenata Area, including District Office Managers. This obligation is subject to privacy and other employment law obligations.

23 DISPUTE RESOLUTION

- 23.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable time frame. If this process is not successful, the matter may be escalated to a meeting of the relevant Director of Partnerships and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 23.2 If following the process in clause 23.1, the Partners cannot reach a negotiated outcome, they may agree to refer the dispute to an independent, and mutually agreed mediator. The costs of mediation are to be split equally between the Partners.
- 23.3 If the dispute is not resolved following mediation, and the Partners agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister, or the Minister's nominee if the Partners agree.

24 TE KAWENATA REVIEW AND AMENDMENT

- 24.1 The Partners agree that Te Kawenata is a living document that will be updated and adapted to take into account future issues, developments and opportunities.
- 24.2 If, as a result of the Partners engaging due to changes in legislation, national policy or statutory documents as provided in clauses 12.15 (Changes to structure, policy and legislation affecting Te Kawenata), the Partners agree it is necessary or desirable, they will amend Te Kawenata.
- 24.3 The Partners will undertake the first review of Te Kawenata no later than two years after the date Te Kawenata is signed, and every two years thereafter, at the request of either Partner.
- 24.4 The Partners may only vary Te Kawenata by agreement in writing.

25 TERMS OF AGREEMENT

- 25.1 Te Kawenata is entered into pursuant to [] of the [x] Act (the Settlement Legislation) and clause 5.18 of the Deed of Settlement. Te Kawenata does not override or limit:

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- 25.1.1 legislative rights, powers or obligations;
 - 25.1.2 the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
 - 25.1.3 the ability of the Crown to introduce legislation and change government policy.
- 25.2 Te Kawenata does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to land or any other resource held, managed or administered under the Conservation Legislation.
- 25.3 A breach of Te Kawenata is not a breach of the Deed of Settlement.
- 25.4 If the Crown breaches Te Kawenata without good cause, the Governance Entity may:
- 25.4.1 seek a public law remedy, including judicial review; or
 - 25.4.2 subject to the Crown Proceedings Act 1950, seek to enforce Te Kawenata, but damages or compensation (with the exception of court costs) may not be awarded.
- 25.5 Clause 25.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.
- 25.6 Although Te Kawenata is intended to have legal effect it does not create a legal partnership.
- 25.7 If for any reason any provision of Te Kawenata is or becomes invalid or unenforceable to any extent, the remainder of Te Kawenata will not be affected, and will remain enforceable to the extent permitted by law.
- 25.8 If for any reason Te Kawenata is terminated, the obligations under clause 21 (Information and Confidentiality) will continue to bind the Partners, unless the Partners agree otherwise.

26 DEFINITIONS

Interpretation

- 26.1 In Te Kawenata:
- 26.1.1 headings are not to affect its interpretation; and
 - 26.1.2 the singular includes the plural and vice versa.

Definitions

- 26.2 In Te Kawenata:
- Act** means any Act of Parliament;

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Conservation Land means lands, water, Flora and Fauna, or any other Resource within Te Kawenata Area, which are managed from time to time by the Department under the Conservation Legislation;

Conservation Legislation means the Conservation Act 1987 and the legislation listed in Schedule 1 of that Act;

Conservation Management Strategy has the meaning ascribed to it by the Conservation Act 1987;

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

Crown Protected Area has the meaning ascribed to it by section 4 of the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;

Cultural Materials means any Flora or materials derived from Flora from within Te Kawenata Area, and for which the Department is responsible;

Deed of Settlement means the deed of settlement dated 2 April 2015 between Hineuru Iwi Incorporated, the Governance Entity and the Crown;

Department means the Minister of Conservation, the Director-General of Conservation and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Fauna means animals of any kind, including any mammal, bird, reptile, amphibian, insect, crustacean, or other organism of any kind, but does not include a human being;

Flora means plants of any kind, including any angiosperm, gymnosperm, fern, or fern ally; and includes any moss, liverwort, algae, fungus, or related organism;

Governance Entity means the trustees of Te Kōpere o te iwi o Hineuru Trust which has the meaning set out in part 6 of the General Matters Schedule of the Deed of Settlement;

Iwi Information means any oral or written information provided by Hineuru to the Department;

Hineuru means Hineuru as defined in the Deed of Settlement;

Notice means a notification by either Partner to the other Partner, and as provided by clause 11.10, must always be in writing, either by way of mail, or electronic mail;

Partner means each of the Governance Entity and the Department, including their successors;

Priority Area means the Conservation Land:

- (a) specified as a priority area in Schedule 1 to Te Kawenata; or
- (b) as the Governance Entity may subsequently notify in writing to the Department for inclusion in Te Kawenata at any time the agreement is reviewed;

Resource means any natural (including indigenous biodiversity), physical, cultural and historical resource (including those valued for their spiritual significance);

DOCUMENTS

6: TE KAWENATA

Rohe has the meaning ascribed in clause 1;

Settlement Date means the date as provided for in the Settlement Legislation;

Settlement Legislation means the legislation giving effect to the Deed of Settlement;

Significant Places means sites, places, Resources or areas which are identified by the Governance Entity as wāhi tapu or otherwise significant to Hineuru;

Statutory Authorisation includes:

- (a) concessions such as a leases, licences, permits, or easements under the Conservation Act 1987 or the Reserves Act 1977;
- (b) permits or authorisations under the Wildlife Act 1953 for the purposes permitted under that Act including research, translocations, captive breeding and wildlife transfers;
- (c) access arrangements under the Crown Minerals Act 1991; and
- (d) any other statutory authorisation granted by the Department;

Statutory Planning Document means a Conservation Management Strategy, Conservation Management Plan or any other planning document provided for by the Conservation Legislation;

Te Kawenata means this agreement;

Te Kawenata Area means the area identified on the map in Schedule 2 to Te Kawenata, together with the adjacent waters;

Time Constraints means any relevant statutory, national programme or project time constraints;

Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

Working Day means any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, New Zealand Anniversary Day or Hawke's Bay Anniversary Day; and
- (b) a day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.

DOCUMENTS

6: TE KAWENATA

SIGNED on []

SIGNED for and on behalf of

Hineuru by

[GOVERNANCE ENTITY]

[]

Chairperson/Deputy Chairperson

[]

[]

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

The Minister of Conservation

[]

The Director-General of Conservation

[]

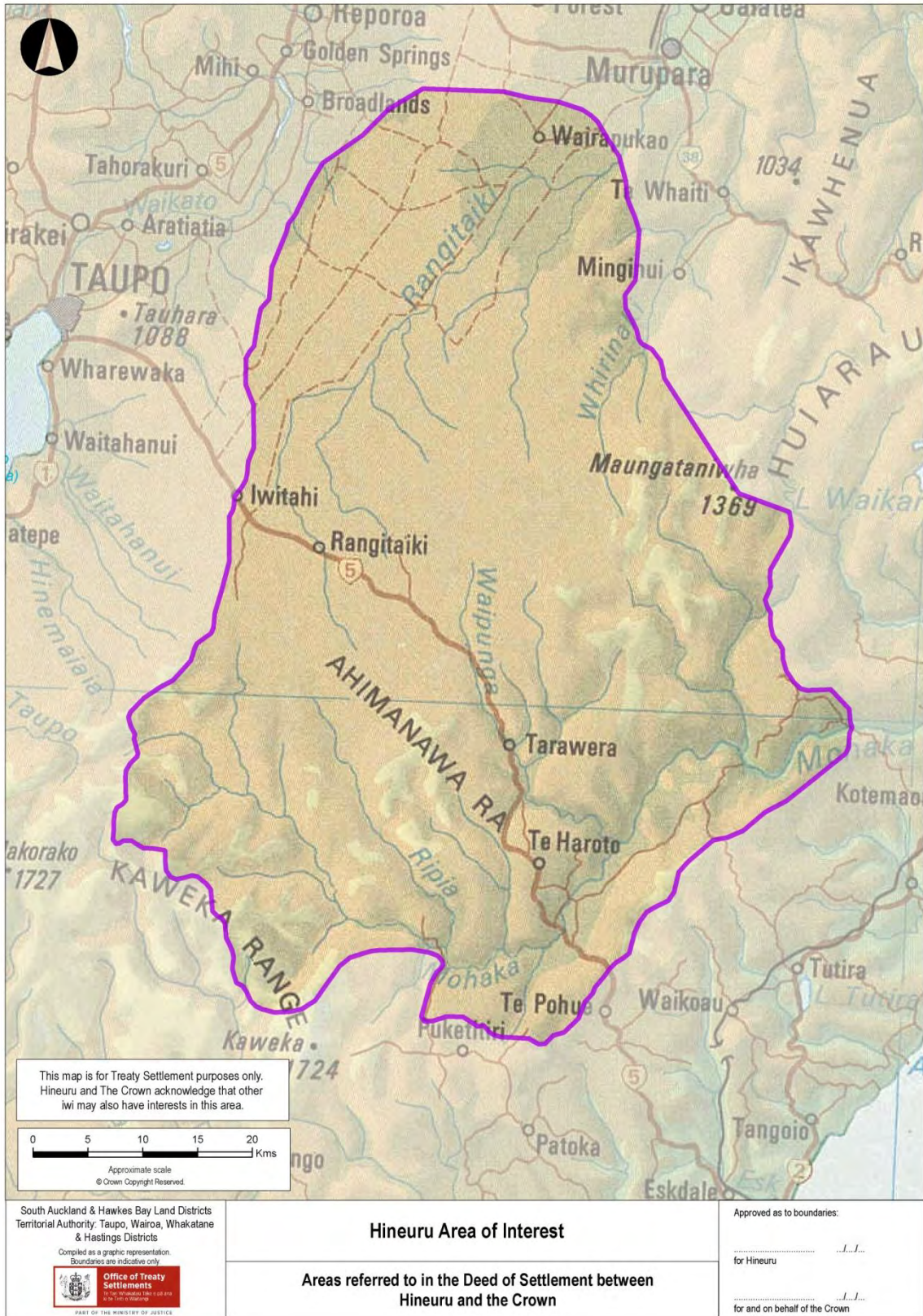
DOCUMENTS

6: TE KAWENATA

SCHEDULE 1 – PRIORITY AREAS

| PRIORITY AREA | |
|--|--|
| Also subject to recognition redress | |
| Waipunga Falls Scenic reserve | OTS-205-10; Balance of Reserve - 43.45 ha |
| Waitere Kiwi Reserve | OTS-205-09; 1,564.18 ha |
| Taraponui-a-Kawhea/Cashes Bush Conservation Area | OTS-205-11; Balance after vesting - 169.81 ha |
| Opoto Scenic Reserve | OTS-205-12; 93.49 ha |
| Rangitaiki Conservation Area | OTS-205-136133.45 ha |
| Waipunga Forest (Park) | OTS-205-1411897.8197 ha |
| Kokomoka Forest | OTS-205-154279.12 ha |
| Whirinaki Te Pua-ā-Tāne Conservation Park (Whirinaki Forest Park) | OTS-205-16 |
| Tarawera Conservation Area | OTS-205-17; 1255.70 ha |
| Kaimanawa Forest Park | OTS-205-23 |
| Heruiwi Block Conservation Area | OTS-205-18 |
| Turangakumu Scenic Reserve | OTS-205-19; 142.65 ha |
| Stoney Creek Conservation Area | OTS-205-21; 1030 ha |
| Te Kohu Ecological Area | OTS-205-22 |
| Urutomo Conservation Area | OTS-205-20 |
| Non redress priority sites | |
| Mohaka River marginal strip (Glenfalls), Waitara Road | Crown Land Reserved from Sale (Marginal Strip) |
| Glenfalls Recreation Reserve, Glenfalls Scenic Reserve, Waitara Road | Sec 14 Blk I, Maungaharuru SD (0.3612ha) Sec 15 Blk I, Maungaharuru SD (3.8388 ha) 24 Blk VIII Pohue SD (3.1045ha) |
| Mohaka River Marginal strips (Waitara Road) | Sec 52 Blk VIII Pohue SD (4.5476) Section 53 Blk VIII Pohue SD (4.5ha) |

SCHEDULE 2 – TE KAWENATA AREA MAP



7 RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

1 PURPOSE OF THE RELATIONSHIP AGREEMENT

1.1 This relationship agreement formalises the relationship between the Ministry for the Environment (the “**Ministry**”) and the trustees of Te Kōpere o te iwi Hineuru Trust (the “**Governance Entity**”) and establishes a framework to enable the parties to maintain a positive, and enduring working relationship, which is based on the following principles:

- (a) working consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- (b) working in a spirit of co-operation;
- (c) operating a ‘no surprises’ approach;
- (d) acknowledging that the relationship is evolving, not prescribed;
- (e) respecting the independence of the parties and their individual mandates, roles and responsibilities; and
- (f) recognising and acknowledging that parties benefit from working together by sharing their vision, knowledge and expertise.

2 RELATIONSHIP AGREEMENT AREA

2.1 This relationship agreement applies to the Relationship Agreement Area identified on the map attached in Attachment A to this relationship agreement, together with the adjacent waters (“**Relationship Agreement Area**”).

3 COMMUNICATION

3.1 The Ministry will:

- (a) participate in the relationship meetings held under clause 4;
- (b) maintain information on the Governance Entity’s office holders, and their addresses and contact details;
- (c) provide a primary Ministry contact;
- (d) inform relevant staff of the contents of this relationship agreement and their responsibilities and roles under it; and
- (e) invite the Governance Entity to participate in regional forums administered by the Ministry, if any, that are established to interact with the Ministry on environmental issues that affect the Relationship Agreement Area.

7: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

4 RELATIONSHIP MEETINGS

- 4.1 The parties agree that representatives of the Governance Entity and the Ministry will participate in an annual relationship meeting lasting no more than one day. The meetings will be held at a mutually agreed venue but noting the Ministry will make all endeavours to attend the annual relationship meeting in the rohe of Hineuru if this is the preference of the Governance Entity.
- 4.2 If the parties agree in writing, the annual meetings provided for in clause 4.1 may be replaced by annual joint meetings including other iwi or hapū in the Hawke's Bay region.
- 4.3 If the parties agree to annual joint meetings, representatives of the Ministry will also meet separately with the Governance Entity if and when necessary to discuss any issues of concern to the Iwi which it is not appropriate to address in a joint meeting. Where practicable, and in the interests of efficiency and best use of time and resources, any separate meetings with the Governance Entity will occur on the same day as a joint meeting.
- 4.4 Before each meeting under clause 4.1 or 4.2, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting(s).
- 4.5 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:
- (a) any legislative or policy developments of interest to the Governance Entity, including but not limited to reform of the Resource Management Act 1991 ("RMA"), freshwater issues, climate change, exclusive economic zone issues, and development of new resource management tools (in particular, national policy statements and national environmental standards);
 - (b) local authority performance in the Relationship Agreement Area in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA consistent with clause 5 below; and
 - (c) any other matters of mutual interest.
- 4.6 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 4.7 The first relationship meeting will take place within three months of a written request from the Governance Entity.

5 BIENNIAL REGIONAL FORA

- 5.1 The Ministry will establish a Biennial Regional Forum in the Hawkes Bay region to enable the Governance Entity and the mandated representatives of the other iwi of the Hawkes Bay region to meet the Minister for the Environment (subject to the Minister's availability) and a Deputy Director from the Ministry.
- 5.2 The purpose of the Biennial Regional Forum will be to discuss environmental issues affecting the region, including the development of any new policy and legislation. To

DOCUMENTS

7: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

facilitate that purpose, the Ministry will coordinate invitations to senior representatives of other government agencies with an interest in natural resources to attend the Biennial Regional Forum where relevant, or where the Governance Entity so requests.

- 5.3 The timing of the Biennial Regional Forum and annual relationship meeting referred to in clause 5 will be coordinated to fall on consecutive days insofar as is reasonably practicable.
- 5.4 Prior to the Biennial Regional Forum, the Ministry will seek input from the Governance Entity and the mandated representatives of the other iwi of the Hawkes Bay region on the following:
- potential dates for the Regional Forum:
 - agenda items; and
 - other invitees (for example, other agencies or local authorities) to all or part of the Forum.

6 LOCAL GOVERNMENT PERFORMANCE

- 6.1 The Minister for the Environment has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).
- 6.2 The way these functions and powers are exercised varies from time to time. At the date of execution of this relationship agreement, the Ministry, on behalf of the Minister, surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.
- 6.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 6.4 Before each relationship meeting held under clause 4, the Ministry will provide the Governance Entity with:
- (a) the most recent published information from any such survey; and
 - (b) details of any current or completed state of the environment monitoring,
- as it relates to the Relationship Agreement Area, and subject to any constraints on information sharing, including under the Official information Act 1982 (“OIA”) and Privacy Act 1993.
- 6.5 The Ministry will also receive and consider any further information or comment that the Governance Entity would like to make on the effect and implementation of the RMA, including in terms of local government performance.
- 6.6 The Governance Entity acknowledges that the Ministry’s ability to act on any performance issue is limited to:
- (a) developing practice tools for local government and Māori;

DOCUMENTS

7: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

- (b) providing information and advice to local government and Māori;
- (c) recommending legislative or policy improvements (including, if appropriate, new national policy statements or national environmental standards);
- (d) considering whether the information gathered on the effect and implementation of the Act is appropriate and sufficiently comprehensive; and
- (e) considering whether the Minister should be informed of failures to implement sections 6(e), 7(a), or 8 of the RMA.

6.7 The Ministry will consider whether it is appropriate to take any of the above actions following each relationship meeting held in accordance with clause 4.

6.8 Nothing in this agreement limits the rights of the Governance Entity to pursue complaints regarding local government performance to the Minister or other agencies with investigative functions.

7 OFFICIAL INFORMATION

7.1 The Ministry is subject to the requirements of the OIA.

7.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this relationship agreement (e.g. relationship meeting minutes).

7.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

8 AMENDMENT

8.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

DOCUMENTS

7: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

SIGNED for and on behalf of the Ministry for the Environment by the Secretary for Environment in the presence of:

WITNESS

Name:

Occupation:

Address:

SIGNED by the Governance Entity in the presence of:

[
Chairperson/Deputy Chairperson

WITNESS

[]

Name:

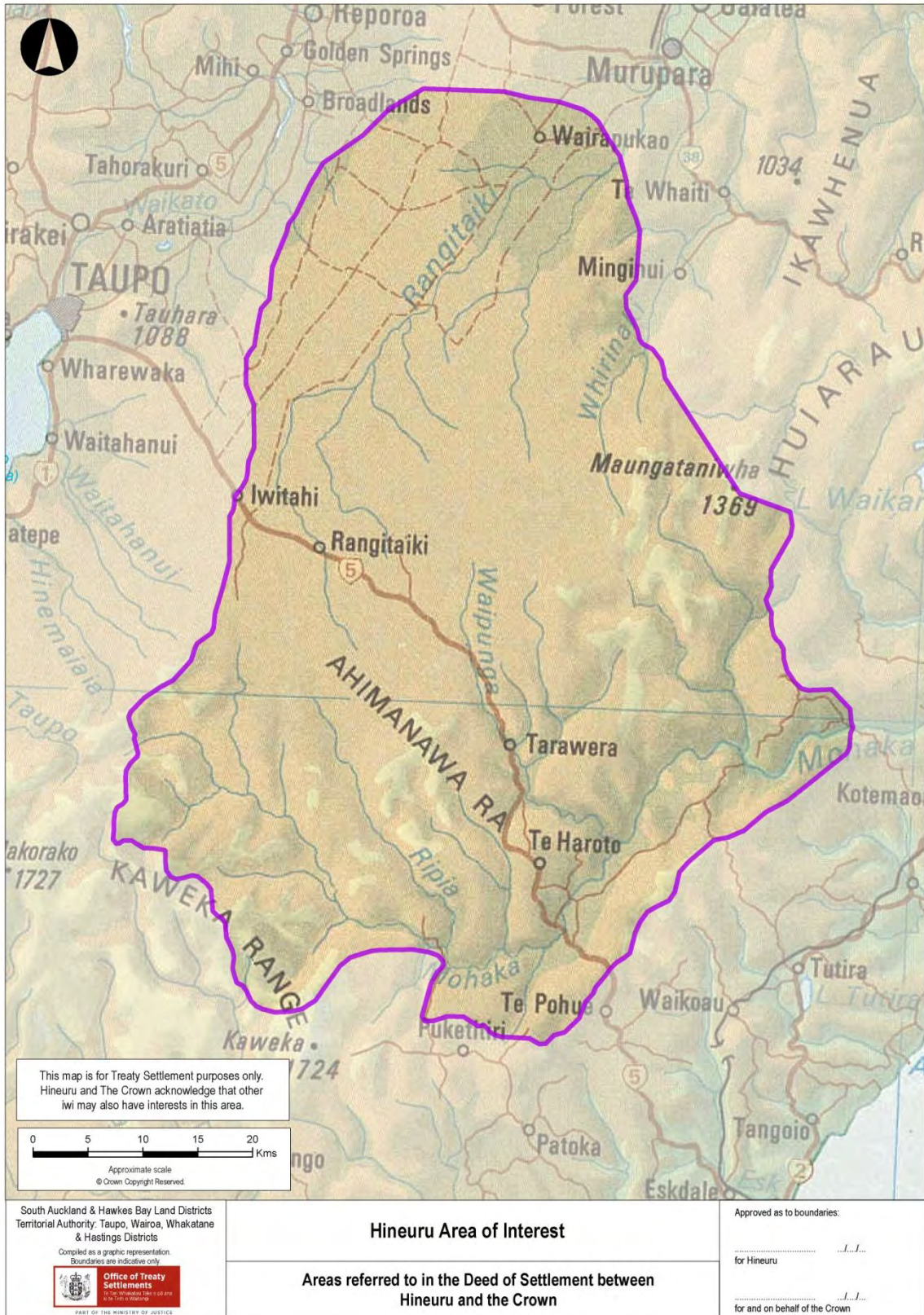
Occupation:

Address:

[]

7: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

ATTACHMENT A: RELATIONSHIP AGREEMENT AREA MAP



8 MINISTRY FOR PRIMARY INDUSTRIES LETTER OF RECOGNITION

DOCUMENTS SCHEDULE

8: MPI LETTER OF RECOGNITION

[Date]

The Trustees of Te Kōpere o te iwi o Hineuru Trust
[Address]

Tēnā koe [Name of Chair]

HINEURU LETTER OF RECOGNITION

Please accept my congratulations on the passing of the Hineuru Claims Settlement Act 20xx. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown and Hineuru, the Ministry for Primary Industries (**the Ministry**) now extends to you this Letter of Recognition.

First, this letter sets out how the Ministry and Hineuru will work constructively together, in partnership, to fully implement the Crown's customary fisheries obligations. These obligations arise from the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and the Fisheries Act 1996 (the Fisheries Act) and the Deed of Settlement signed between the Crown and Hineuru on [date].

Second, this letter sets out how Hineuru will be consulted on policy development and work that is led by the Ministry where these activities directly affect Hineuru's Area of Interest.

Tangata whenua input and participation

The Fisheries Act provides for the input and participation of tangata whenua in certain sustainability matters and decisions that concern fish stocks, and the effects of fishing on the aquatic environment. The Fisheries Act also provides that the responsible Minister, the Minister for Primary Industries, must have particular regard to kaitiakitanga when making decisions on those matters.

Recognition of Hineuru as tangata whenua

The Ministry recognises Hineuru as tangata whenua, being iwi or hapū, within their Area of Interest. The Ministry acknowledges that Hineuru has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act, within their Area of Interest.

The Ministry also acknowledges that Hineuru have a customary non-commercial interest in all species of fish, aquatic life and seaweed, administered under the Fisheries Act, within their Area of Interest.

National Fisheries Plan

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry has developed the Forum Fisheries Plans (**FFP**) strategy.

A central element of this strategy is the establishment of integrated Fisheries Management Area forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

Hineuru's involvement in Iwi Fisheries Plans and National Fisheries Plans

The Ministry will ensure that the Hineuru Governance Entity – the trustees of Te Kōpere o te iwi o Hineuru Trust (**the Trust**) - has an opportunity to contribute to the development of an Iwi Fisheries Plan and FFP. The Ministry, within the resources available, may assist the Trust in developing these plans. This will ensure that the Trust's fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry will ensure that the Trust has an opportunity to participate in, and contribute to, any future engagement process which may be developed at a regional level or national level. The Ministry will provide for processes that allow for the input and participation of tangata whenua, within the Hineuru Area of Interest.

Support for implementation of non-commercial customary fisheries regulations

The Ministry, within the resources available, will also provide the Trust with information to enable the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their Area of Interest. The Ministry can discuss with the Trust the process for implementing the Fisheries (Kaimoana Customary Fishing) Regulations.

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of Hineuru and may be put in place, within the Area of Interest, by the Trust.

The Ministry and Hineuru acknowledge that a traditional rāhui placed by the Trust over their customary fisheries has no force in law, cannot be enforced by the Ministry and that adherence to any rāhui is a matter of voluntary choice. Hineuru undertakes to inform the Ministry of the placing and the lifting of a rāhui by the Trust over their customary fisheries, and also the reasons for the rāhui.

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes in the area to which the rāhui has been applied (to the extent that such groups exist) of the placing and the lifting of a rāhui by the Trust over their customary fisheries.

Primary industries portfolio advice

Protecting and helping the primary sectors grow is a key role for the Ministry. Where the Area of Interest is directly affected by the development of policies and operational processes that are led by the Ministry in the area of fisheries and aquaculture; agriculture and forestry; and biosecurity, the Ministry will consult with the Trust as representatives of the Hineuru.

The Ministry looks forward to working with Hineuru to provide for the sustainable utilisation of fisheries resources and working with Hineuru on the development of policy and operational matters that the Ministry leads that may directly impact upon them in their rohe.

Yours sincerely

Martyn Dunne CNZM
Director-General

**9 EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS SITE A
AND SITE B AND SITE A**

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

SUBPART A: EASEMENT (SITE A AND B): MINISTER OF CONSERVATION

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Hawke's Bay

Grantor

Surname must be underlined

Her Majesty the Queen acting by and through the Minister of Conservation

Grantee

Surname must be underlined

The trustees of Te Kōpere o te iwi o Hineuru Trust

Grant of easement

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

Dated this day of 20

ATTESTATION: _____

| | |
|---|---|
| <p>-----</p> <p>Signature of Grantor</p> | <p>Signed in my presence by the Grantor:</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p> |
|---|---|

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

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

ANNEXURE SCHEDULE A

| | | |
|----------------------------|---------------|----------------------|
| Easement Instrument | Dated: | Page of pages |
|----------------------------|---------------|----------------------|

| Purpose (nature and extent) of easement | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant Tenement (identifier CT or in gross) |
|---|--|---|--|
| Right of Way | [The 5 m wide strip marked red on OTS-205-30 and OTS-205-05] The Easement Area | Section 18 Block VII Tarawera Survey District The Grantor's Land | [Sections [] and [] SO [] (formerly parts Sections 1 and Section 17 Block VII Tarawera Survey District, subject to survey)] |

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

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

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

ANNEXURE SCHEDULE B

| Easement Instrument | Dated: | Page of pages |
|---------------------|--------|---------------|
|---------------------|--------|---------------|

RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee its agents, employees, contractors and invitees in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area on foot, vehicle or by or any other means of transport and with farm animals and dogs associated with the moving of such farm animals.
- 1.2 Where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake activities on adjoining land administered by the Grantee, then the Grantee its employees or contractors may proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment to carry out the work.
- 1.3 The right to move farm animals over and along the Easement Area is conditional upon the farm animals being kept under proper control to ensure they:
 - 1.3.1 are moved quickly;
 - 1.3.2 do not stop and graze the Easement Area;
 - 1.3.3 are only moved during daylight hours;
 - 1.3.4 are prevented from straying off the Easement Area
- 1.4 The Grantee must when taking a dog onto the Easement Area ensure the dog:
 - 1.4.1 is muzzled while on the Easement Area; and
 - 1.4.2 has a current kiwi aversion training certificate.
- 1.5 The right of way includes—
 - 1.5.1 the right establish, repair and maintain an access track (“the track”) on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted but may only cut or remove vegetation on obtaining the prior consent of the Grantor; and

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

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

| Easement Instrument | Dated: | Page of pages |
|----------------------------|---------------|----------------------|
|----------------------------|---------------|----------------------|

1.5.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.

1.5.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land.

1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor

1.7 The Grantee may not light any fires or deposit any rubbish or other materials on the Easement Area.

2 General rights

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

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

3. Repair, maintenance, and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.

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

3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

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

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

| Easement Instrument | Dated: | Page of pages |
|----------------------------|---------------|----------------------|
|----------------------------|---------------|----------------------|

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
 - 4.1.1 enter upon the Grantor’s Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - 4.1.2 remain on the Grantor’s Land for a reasonable time for the sole purpose of completing the necessary work; and
 - 4.1.3 leave any vehicles or equipment on the Grantor’s Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor’s Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor’s Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor’s Land.

5 Default

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

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

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

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

| Easement Instrument | Dated: | Page of pages |
|----------------------------|---------------|----------------------|
|----------------------------|---------------|----------------------|

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

6 Disputes

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

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

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

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

ANNEXURE SCHEDULE A

| | | |
|----------------------------|---------------|----------------------|
| Easement Instrument | Dated: | Page of pages |
|----------------------------|---------------|----------------------|

| Purpose (nature and extent) of easement | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant Tenement (identifier CT or in gross) |
|--|---|--|--|
| Right of Way | <p>The 5m wide strip marked red on OTS -205-05</p> <p>The Easement Area</p> | <p>Part Section 1 Block VII Tarawera Survey District,.</p> <p>The Grantor's Land</p> | In gross |

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

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

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

ANNEXURE SCHEDULE B

| | | |
|---------------------|--------|---------------|
| Easement Instrument | Dated: | Page of pages |
|---------------------|--------|---------------|

RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area only for the purposes described. The right of way is for the Grantee, its employees or contractors to at all reasonable times go over and along the Easement Area by foot or by vehicle or any other means of transport for the purposes of the Grantee monitoring a conservation covenant to be registered over the Grantor's land.

- 1.2 The right of way includes—
 - 1.2.1 the right to repair and maintain the existing recreation and access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted but the Grantee may not cut or remove vegetation without the Grantor's consent; and
 - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.
 - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land.
 - 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

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

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

| Easement Instrument | Dated: | Page of pages |
|---------------------|--------|---------------|
|---------------------|--------|---------------|

2 General rights

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

3 Repair, maintenance, and costs

- 3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
- 3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.
- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

4 Rights of entry

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

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

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

| Easement Instrument | Dated: | Page of pages |
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- 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

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

5 Default

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

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

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

DOCUMENTS SCHEDULE

9: EASEMENTS IN RELATION TO TARAWERA HOT SPRINGS

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

6 Disputes

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

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

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

**10 CONSERVATION COVENANT IN RELATION TO TARAWERA HOT
SPRINGS SITE B**

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN TE KŌPERE O TE IWĪ O HINEURU TRUST (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values (the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owner's use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- B. The Owner is the registered proprietor of the Land described in Schedule 1 as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated and implemented by the Act
- C. The parties to the Deed of Settlement agree the Land's Values should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's Values.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 IN THIS COVENANT UNLESS THE CONTEXT OTHERWISE REQUIRES:

- "Director-General" means the Director-General of Conservation.
- "Fence" includes a gate.

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

| | |
|-------------------------|--|
| “Land’s Values ” | means the Reserve Values specified in Schedule 1. |
| “Natural Water” | includes water contained in streams the banks of which have, from time to time, been re-aligned. |
| “Owner” | means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land. |
| “Reserve Values” | means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1 |
| “Working Days” | means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated. |

- 1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.1.3 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed to preserve and protect the Land’s Values;

3 IMPLEMENTATION OF OBJECTIVES

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated ;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

- 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have a more than a minor adverse effect on the Land's Values;
 - 3.1.11 any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owner may undertake minor clearance of vegetation.
 - 3.2.2 co-operating with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keeping the Land free from exotic tree species
 - 3.2.4 keeping the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, granting to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

3.2.6 keeping all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;

3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

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

5 JOINT OBLIGATIONS

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

6 DURATION OF COVENANT

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

7 OBLIGATIONS ON DISPOSAL OF LAND

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

7.2 Unless this covenant is registered on the title of the land such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

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

8 CONSENTS

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

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

9 MISCELLANEOUS MATTERS

9.1 Trespass Act

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

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

9.2 Registration

9.2.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

9.3 Acceptance of Covenant

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

10 DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default;

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

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

11 DISPUTE RESOLUTION PROCESSES

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

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

11.2 Mediation

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

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

11.3 Failure of Mediation

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

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

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

12 NOTICES

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

12.2 A notice given in accordance with clause 13.1 will be deemed to have been received in the case of:

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

12.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

13 SPECIAL CONDITIONS

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

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

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____)
acting exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

SCHEDULE 1

Description of Land:

*Hawkes Bay Land District—
Hastings District*

That piece of land being part Section 1 Block VII Tarawera Survey District, subject to survey, being part computer freehold register HBK4/140 as shown hatched on OTS-205-30.

Reserve Values to be protected:

Conservation and habitat values of existing bush area.

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

SCHEDULE 3

Special Conditions

1. The parties agree that nothing in this covenant shall prevent the owner carrying out any activity, act or thing, (including the erection, repair and maintenance of any building, structure or other improvement) for the purposes of enabling or supporting the protection and use of the hot springs and any natural water located on the Land
2. Clause 3.2.6 does not apply.

DOCUMENTS SCHEDULE

10: CONSERVATION COVENANT IN RELATION TO TARAWERA HOT SPRINGS SITE B

GRANT OF CONSERVATION COVENANT

Under section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

Legal Services

Department of Conservation

11 EASEMENT IN RELATION TO WAIPUNGA FALLS PROPERTY

DOCUMENTS SCHEDULE

11: EASEMENT IN RELATION TO WAIPUNGA FALLS PROPERTY

| | |
|--|--|
| <p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <hr/> <p>Signature of Grantee</p> | <p>Signed in my presence by the Grantee</p> <hr/> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p> |
|--|--|

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

DOCUMENTS SCHEDULE

11: EASEMENT IN RELATION TO WAIPUNGA FALLS PROPERTY

ANNEXURE SCHEDULE A

| | | |
|----------------------------|---------------|----------------------|
| Easement Instrument | Dated: | Page of pages |
|----------------------------|---------------|----------------------|

| Purpose (nature and extent) of easement | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant Tenement (identifier CT or in gross) |
|--|---|---|--|
| Right of Way | [The 5m wide strip marked red on OTS-205-07] The Area | <i>Part Section 5 Block IX Runanga Survey District</i> <i>The Grantor's Land</i> | In gross |

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

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

DOCUMENTS SCHEDULE

11: EASEMENT IN RELATION TO WAIPUNGA FALLS PROPERTY

ANNEXURE SCHEDULE B

| Easement Instrument | Dated: | Page of pages |
|---------------------|--------|---------------|
|---------------------|--------|---------------|

RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee, its agents, employees, contractors and invitees in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area on foot, by vehicle or by any other means of transport.
- 1.2 The right of way includes—
 - 1.2.1 the right to establish, repair and maintain an access track (“the track”) on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted but may only cut or remove vegetation on obtaining the prior consent of the Grantor; and
 - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.
 - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purpose of foot access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor’s use and management of the Grantor’s Land.
- 1.3 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.4 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor
- 1.5 The Grantee may not light any fires or deposit any rubbish or other materials on the Easement Area.

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

DOCUMENTS SCHEDULE

11: EASEMENT IN RELATION TO WAIPUNGA FALLS PROPERTY

| Easement Instrument | Dated: | Page of pages |
|----------------------------|---------------|----------------------|
|----------------------------|---------------|----------------------|

2 General rights

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

3 Repair, maintenance, and costs

- 3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
- 3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.
- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

4 Rights of entry

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

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

DOCUMENTS SCHEDULE

11: EASEMENT IN RELATION TO WAIPUNGA FALLS PROPERTY

| Easement Instrument | Dated: | Page of pages |
|----------------------------|---------------|----------------------|
|----------------------------|---------------|----------------------|

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

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

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

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

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

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

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

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

5 Default

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

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

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

(i) meet the obligation; and

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

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

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

DOCUMENTS SCHEDULE

11: EASEMENT IN RELATION TO WAIPUNGA FALLS PROPERTY

| Easement Instrument | Dated: | Page of pages |
|----------------------------|---------------|----------------------|
|----------------------------|---------------|----------------------|

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

6 Disputes

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

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

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

12 EASEMENT IN RELATION TO TARAPONUI-A-KAWHEA

DOCUMENTS SCHEDULE

12: EASEMENT IN RELATION TO TARAPONUI-A-KAWHEA

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Hawke's Bay

Grantor

Surname must be underlined

The trustees of Te Kōpere o te iwi o Hineuru Trust

Grantee

Surname must be underlined

Her Majesty the Queen acting by and through the Minister of Conservation

Grant of easement

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

Dated this day of 20

ATTESTATION:

| | |
|---------------------------------------|--|
| <p>----- Signature of Grantor</p> | <p><u>Signed</u> in my presence by the Grantor:</p> |
| | <p>_____ <i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p> |

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

DOCUMENTS SCHEDULE

12: EASEMENT IN RELATION TO TARAPONUI-A-KAWHEA

| | |
|---|---|
| <p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p>Signature of Grantee</p> | <p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p> |
|---|---|

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

DOCUMENTS SCHEDULE

12: EASEMENT IN RELATION TO TARAPONUI-A-KAWHEA

ANNEXURE SCHEDULE A

| | | |
|----------------------------|---------------|----------------------|
| Easement Instrument | Dated: | Page of pages |
|----------------------------|---------------|----------------------|

| Purpose (nature and extent) of easement | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant Tenement (identifier CT or in gross) |
|--|--|---|--|
| Right of Way | [The 5m strip marked red on OTS-205-06] The Area Easement | [Section [] SO [] (formerly part Section 22 Block I Maungaharuru Survey District, subject to survey)] The Grantor's Land | In gross |

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

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

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12: EASEMENT IN RELATION TO TARAPONUI-A-KAWHEA

ANNEXURE SCHEDULE B

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RIGHTS AND POWERS

1 Rights of way

1.1 The right of way is for the Grantee, its employees or contractors to at all times go over and along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles equipment (including firearms) and dogs for the purpose of undertaking conservation activities on the adjoining land administered by the Grantee

1.2 The right of way includes—

1.2.1 the right to establish, repair and maintain an access track (“the track”) on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted but may only cut or remove vegetation on obtaining the prior written consent of the Grantor; and

1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.

1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor’s use and management of the Grantor’s Land.

1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor’s consent, which must not be unreasonably withheld, on the Grantor’s Land.

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2 General rights

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

3 Establishment, repair, maintenance, and costs

- 3.1 The Grantee is responsible for arranging the establishment, repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
- 3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.
- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

4 Rights of entry

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

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- 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

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

5 Default

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

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

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

6 Disputes

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

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

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