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## Ngāi Tahu Claims Settlement Act 1998

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#### Note

The Parliamentary Counsel Office has made editorial and format changes to this version using the powers under subpart 2 of Part 3 of the Legislation Act 2019.

Note 4 at the end of this version provides a list of the amendments included in it.

**This Act is administered by the Office for Māori Crown Relations—Te Arawhiti.**

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**An Act—**

- (a) to record the apology given by the Crown to Ngāi Tahu in the deed of settlement executed on 21 November 1997 by the then Prime Minister the Right Honourable James Brendan Bolger, for the Crown, and Te Rūnanga o Ngāi Tahu; and
- (b) to give effect to certain provisions of that deed of settlement, being a deed that settles the Ngāi Tahu claims

**Preamble**

**He kōrero tāhuhu**

*He kōrero tāhuhu*

- A E mau ake nei te Rārangi Tāpiri Tuatahi mō tēnei ture, e whakaupoko ana i roto i te reo Māori me te reo Pākehā i ngā tikanga o Te Tiriti o Waitangi:

**Ngā tātai***Te Whakawhitinga o ngā whenua o Ngāi Tahu*

B Ka hainatia Te Tiriti o Waitangi e Ngāi Tahu i te tau 1840 ki Akaroa (30 o ngā rā o Matahi), ki te motu o Ruapuke (9, 10 o ngā rā o Maruaroa), me Ōtākou hoki (13 o ngā rā o Maruaroa). Ko Ngāi Tahu te tāngata whenua o te rohe i whakapuakitia anotia e Te Ture o Te Rūnanga o Ngāi Tahu 1996 i taua wā, ā, tae noa ki tēnei wā. I roto i ngā tau o muri mai o te hainatanga o Te Tiriti o Waitangi ka whai ngā mōkai a te Karauna kia whakawhitia atu e Ngāi Tahu ō rātou whenua ki te Karauna. Nā ngā hoko nunui tekau katoa aua hoko—i oti atu ai ngā whenua o Ngāi Tahu ki te Karauna, arā: Ōtākou 1844, Canterbury (tā Kemp) 1848, Port Cooper 1849, Port Levy 1849, Murihiku 1853, Akaroa 1856, North Canterbury 1857, Kaikōura 1859, Arahura 1860, me Rakiura 1864. Ngā ingoa o ngā kaihaina o Ngāi Tahu i ngā pukapuka ā-herenga kei roto i te Rārangi Tāpiri Tuarua, arā he mea tuhi ki roto i te Tāpiri Tuarua o te rīpoata a Te Rōpū Whakamana i te Tiriti mō Ngāi Tahu i te tau 1991:

*Te Roanga o te tatari a Ngāi Tahu kia arotia mai ā rātou whakamau*

C Mai rā anō a Ngāi Tahu e rangahau ana i te “Kerēme” mō te huhunu o ngā mahi a te Karauna arā, mō te kore a te Karauna e whai whakaaro ki ngā tohu-tohu o roto i ngā pukapuka ā-herenga i roto i ā rātou hokonga mai i ngā whenua o Ngāi Tahu. Ko ngā tāngata rongonui nā rātou i kawē te “Kerēme” mai rā anō ko Matiaha Tiramōrehu, Hori Kerei Taiaroa, Tiemi Hipi, Tipene O’Regan, Henare Rakihihia Tau, me ā rātou whānau:

D Nā te tukunga iho o ngā mahi tautohe me ngā tono a Ngāi Tahu (ko ētahi o aua tono i tīmatatia mai i roto i ngā tau 1840), kātahi ka tiroirohia e ngā kaiwhakahaere a te Karauna. Ko ētahi o aua kaiwhakahaere i whakahāwea noa iho ki ngā take i tirohia e rātou, ēngari ko ētahi i āta wherawhera i ngā take ka kitea e rātou te tika o ngā whakamau a Ngāi Tahu. E whakaae ana te Karauna tērā, kāore ia i aro atu ki aua whakamau, otirā, kāore ia i whakatau i te “Kerēme” o Ngāi Tahu. Ko te ture i whakaritea i te tau 1944 ko te Ngāitahu Claim Settlement Act kāore rawa i kōrerotia i waenganui i ngā iwi i mua o te whakaturenga, ēngari kāore i purua ngā tono a te iwi ki te Karauna:

*Tono i raro i te Ture o Te Tiriti o Waitangi 1975*

E I roto i ngā whakaturanga o te ture āpiti 1985 o Te Tiriti o Waitangi, ka whakawāteatia mai e te Karauna he huanui e āhei ai te Māori ki te mau atu i ā rātou take uaua ko mua i Te Rōpū Whakamana i Te Tiriti mō ngā whakamau puri mahara i pūtaka mai i te rā o te hainatanga o Te Tiriti o Waitangi, 1840:

F I te 26 o ngā rā o Whā, 1986 ka whakatakototia e Henare Rakihihia Tau rāua ko Te Poari Māori o Ngāi Tahu—te reo o te iwi o Ngāi Tahu—tā rātou take ki mua i Te Rōpū Whakamana i Te Tiriti. Ko Tipene O’Regan te tumuaki o te Poari. Nō muri iho ka āta whakamāramatia ngā āhuatanga o taua take ki roto i ngā āpiti:



- G Ko te take o Ngāi Tahu—Wai 27—i rēhitatia ki Te Rōpū Whakamana i Te Tiriti, i āta tiroirohia i te wā o te whakawātanga ki mua i Te Rōpū Whakamana i Te Tiriti i roto i ngā tau mai i 1987 ki 1989:
- H I te tuatahi o ngā rā o Kahuru 1991, ka puta te rīpoata a Te Rōpū Whakamana i Te Tiriti e whakaatu ana i ngā tino kaupapa o te take o Ngāi Tahu i āta mōhiotia nei ko ngā “Rākau Teitei e Iwa” o ngā whakamau a Ngāi Tahu, nā, i te 6 o ngā rā o Rima 1991, ka puta anō he rīpoata e tūtohu ana tērā me hanga he ture kia taea ai e Ngāi Tahu te whakarite i tētahi rūnanganui-ā-iwi hei kanohi mō rātou, arā, mō Ngāi Tahu Whānui:
- I I te 6 o ngā rā o Whā 1992, ka puta te rīpoata ā Te Rōpū Whakamana i Te Tiriti mō te take o Te Hī-Ika o Ngāi Tahu, ā, ka kitea “Neke atu ki tētahi rau tau, i whakararururua a Ngāi Tahu e te roa o te kore whai tohutohu i roto i Te Tiriti o Waitangi tae mai ki te wā o te whakaturetanga me te whakakaupapatanga o te Quota Management System”. Nō muri iho i whakatauria aua take ki ngā whakataunga i roto i te Māori Fisheries Act 1989, te whakaaetanga ā-pukapuka i waenganui i a te iwi Māori me te Karauna i te 23 o ngā rā o te Rima 1992, me te Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
- J Ko te 27 o ngā rā o Kahuru-kai-paeka 1995, ka puta te roanga atu o te rīpoata a Te Rōpū Whakamana i Te Tiriti mō te taha ki ngā take tāpiri a Ngāi Tahu:

*Ko ngā whiriwhiringa a Te Rōpū Whakamana i Te Tiriti: Ngā Rākau Teitei e Iwa*

- K I roto i ngā whiriwhiringa a Te Rōpū Whakamana i Te Tiriti i ngā take o Ngāi Tahu ka kitea te tika o te nuinga o aua take, otirā, ngā take i pā atu ki ngā “Rākau Teitei e Iwa” me ngā wāhanga tāpiringa. Ka mahara Te Rōpū Whakamana i Te Tiriti tērā, mai rā anō kāore rawa i a te Karauna i ngākau pono ki ōna whakaaetanga, i roto i Te Tiriti, i a Ngāi Tahu. Ka mahara hoki Te Rōpū Whakamana i Te Tiriti tērā, i te aponga a te Karauna i ngā whenua o Ngāi Tahu—34.5 miriona eka mō te iti noa iho o te utu, £14,750—i takakino tāruaruatia e ia te kaupapa ōritenga o Te Tiriti o Waitangi. Ka whakataua e Te Rōpū Whakamana i Te Tiriti tērā, nā aua takakino a te Karauna i pōharatia ai a Ngāi Tahu i ō rātou whenua, i kore ai rātou i whai oranga rite atu ki ngā āhuatanga i mua i te aponga a te Karauna i ō rātou whenua:
- L Ka tohua e Te Rōpū Whakamana i Te Tiriti i roto i ā rātou whiriwhiringa, te āhua me nui o te utu a te Karauna mō āna haranga ki a Ngāi Tahu. Ka whakaarotia e Te Rōpū Whakamana i Te Tiriti me whakahoki atu e te Karauna kia rawaka he whenua mō Ngāi Tahu kia whai oranga ai rātou i ngā hua whenua me tēnei whakatupuranga atu ki ngā uri kei te heke iho:
- M *Ōtākou*  
Ka kitea e Te Rōpū Whakamana i Te Tiriti tērā, i raro i ngā āhuatanga i whakaaetia i te wā o te hokonga a te Karauna i Ōtākou kāore ia te Karauna, i ngākau pono ki aua āhuatanga, tērā, kāore i tāpiritia atu e ia he whenua hei hui atu ki tērā i rāhuitia mō Ngāi Tahu. Ka whakaarotia e Te Rōpū Whakamana i Te

Tiriti mehemea pea i hanga he ture e te Karauna e taea ai e ia te tākoha whenua “te kau o rau” ki a Ngāi Tahu, ka ea pea tētahi wāhanga o ōna hara:

*Ngā Pākihi Whakatekateka o Waitaha*

I kitea e Te Rōpū Whakamana i Te Tiriti o Waitangi, tērā te Karauna i tāna hokonga i ngā whenua o Ngāi Tahu, arā, i Ngā Pākihi Whakatekateka o Waitaha, kāore i ōrite ngā whiriwhiringa kāore i tutuki ngā hinonga mō te rāhui kia rāwaka he wāhi mahinga kai mā Ngāi Tahu mō nāianeī, ā, mō ngā rā hoki kei te heke iho. Kāore i wehea ake e te Karauna ngā whenua, i tonoa e Ngāi Tahu i te takiwā mai i te awa o Waimakariri atu ki te awa o Kāwari. I kitea e Te Rōpū Whakamana i Te Tiriti o Waitangi tērā, i runga i ēnei takakino, i tino hē te Karauna ki mua i a Ngāi Tahu:

*Horomaka*

I kitea e Te Rōpū Whakamana i Te Tiriti tērā, i tukua e te Karauna 30,000 eka ki te Nanto-Bordelaise Company i Horomaka tērā, kāore a Ngāi Tahu i whakaae ki te tuku i te katoa o aua whenua. I roto i ngā tikanga kūare a te Karauna kāore a Ngāi Tahu i utua mō aua whenua, kāore hoki i tika ngā whakarite mō ngā whenua i Whakaraupō me Koukourarata. Tēnā atu anō ētahi o ngā hē o te Karauna i kitea e Te Rōpū Whakamana i Te Tiriti, arā, ko te kore o te Karauna i whakaae ki te rāhui i ētahi whenua i tonoa e Ngāi Tahu i Ōkeina me Whakaroi. I kitea e Te Rōpū Whakamana i Te Tiriti tērā, kua hokona kētia ngā whenua i Horomaka e te Karauna i mua o te hokonga mai o aua whenua i a Ngāi Tahu, kore rawa i whakaaro ake i mahara rānei ki te wehe ake i ētahi whenua mō ngā uri whakatupu o Ngāi Tahu:

*Murihiku*

I kitea e Te Rōpū Whakamana i Te Tiriti o Waitangi tērā, i te hokonga mai a te Karauna i Murihiku kāore i wehea ake ngā whenua i tonoa e Ngāi Tahu kia rāhuitia, kāore i tohua he aronga atu ki ngā wāhi mahinga kai, kāore i wehea kia rāwaka he whenua hei whai oranga mō Ngāi Tahu mō nāianeī, ā, atu hoki mō ngā uri whakatupu. I kitea anō e Te Rōpū Whakamana i Te Tiriti o Waitangi tērā, i roto i aua mahi hē, i roto hoki i ngā hēanga o muri mai, arā, i te korenga o ngā ture Middle Island Half-Caste Crown Grants Act 1877 me South Island Landless Natives Act 1906 i whakaarahia hei whakatika i aua hē, i tino hara te Karauna ki a Ngāi Tahu:

*North Canterbury me Kaikōura*

I kitea e Te Rōpū Whakamana i Te Tiriti o Waitangi tērā, i tino whakararururua e te Karauna ngā pānga me te rangatiratanga o Ngāi Tahu ki ōna whenua i North Canterbury me Kaikōura i te hē o ngā mahi hoko whenua mai a te Karauna pērā i te hokonga mai o ngā whenua o Wairau 1847, ā, i te hokonga atu hoki o ngā whenua o Ngāi Tahu kāore rā anō kia whakaaetia kia hokona. I kitea e Te Rōpū Whakamana i Te Tiriti o Waitangi tērā, kāore i ōrite ngā mahi a te Karauna i te wā o te whakaritenga o ngā hoko o ngā whenua o Ngāi Tahu o muri mai, kāore i rāwaka ngā whenua i rāhuitia i North Canterbury me

Kaikōura hei whai oranga mō Ngāi Tahu mō nāianei, ā, atu hoki mō ngā uri whakatupu:

*Arahura*

I kitea e Te Rōpū Whakamana i Te Tiriti o Waitangi tērā, kāore i ōrite ngā whakaritenga mō ngā whenua i Arahura, kāore i wehea ake ngā whenua i taunahatia e Ngāi Tahu mō rātou, kāore i wehea ake he ara hei huarahi atu ki ā rātou wāhi mahinga kai. I kitea tērā kāore i whakamarumarutia e te Karauna te tika o Ngāi Tahu ki te pupuri motuhake i tōna mana ki te katoa o ā rātou papa pounamu. I kitea e Te Rōpū Whakamana i Te Tiriti o Waitangi te huakore o ngā mahi a te Karauna tērā kāore i aro ake ki ngā hiahia o Ngāi Tahu i te wā o te whakatakotoranga o ngā tikanga mō ngā rīhi mutunga-kore ki runga i ngā whenua rāhui o Ngāi Tahu:

*Rakiura*

I kitea e Te Rōpū Whakamana i Te Tiriti o Waitangi tērā, i whakawhitiria a Ngāi Tahu i te takaroa o te Karauna ki te whakatakoto i ngā āhuatanga mō te hoko o Rakiura, ka huakore noa o āna mahi kāore i āta pono te tiaki i ngā pānga o ngā Māori:

*Mahinga kai*

I kitea e Te Rōpū Whakamana i Te Tiriti o Waitangi tērā, i te hokonga mai a te Karauna i ngā whenua o Ngāi Tahu kāore i hua he āhuatanga e whai huarahi atu ai te iwi ki ā rātou māra kai me ngā moana mahinga tuna arā, a Te Waihora me Wairewa:

*Ngā kura me ngā hōhipera*

I kitea e Te Rōpū Whakamana i Te Tiriti o Waitangi tērā he tinihanga noa iho ngā kī taurangi a te Karauna i mea ai ia ka whakaratoa e ia ngā tūmanako a Ngāi Tahu, arā, ka mahia e te Karauna he kura, he hōhipera mā Ngāi Tahu, ka kitea tērā, he poapoa kē nā te Karauna kia hokona atu ai e Ngāi Tahu te Kemp Block me Murihiku, tērā, nā te pūturituri o te Karauna ki te whakarato i aua painga i whakawhitiria a Ngāi Tahu:

*Ngā Whakaritenga i waenga i a Ngāi Tahu rāua ko te Karauna*

- N I te tau 1990 ka whakaritea e te Karauna rāua ko Ngāi Tahu he whakaaetanga mō te wā o āianei he maru mō ngā whenua tūwhene a te Karauna mō ngā whakataunga o ngā kerēme ā muri i a Ngāi Tahu:
- O E whakaae ana te Karauna ki te wero a Te Rōpū Whakamana i Te Tiriti o Waitangi i puta i roto i tā rātou rīpoata, nā, te tukunga iho o taua whakaaetanga, Rima 1991, ka whāia e rāua ko Ngāi Tahu he āhuatanga e taea ai te whakatau i ngā amuamu a Ngāi Tahu:
- P I te wā mai i 1991 atu ki 1994, ka whāia e te Karauna rāua ko Ngāi Tahu tētahi huarahi e taea ai te whakarite i ngā whakataunga:
- Q I muri mai o te whakaturenga o Te Ture o Te Rūnanga o Ngāi Tahu 1996, ka whakaaetia i roto i taua ture tērā, ko Te Rūnanga o Ngāi Tahu te kaiwhakahaere

o ngā take katoa e pā ana ki a Ngāi Tahu Whānui i raro i te wāhanga 15 o taua ture:

- R I te tau 1996, ka whakaritea e te Karauna rāua ko Ngāi Tahu i roto i te ngākau pono, he āhuatanga e taea ai te whakataua, ā mutu atu, ngā kerēme a Ngāi Tahu mai rā anō, kia mutu ai ngā hīkanga a Ngāi Tahu:
- S I te 14 o ngā rā o Maruaroa 1996, ka whakaritea e te Karauna rāua ko Te Rūnanga o Ngāi Tahu he whakaaetanga ā-pukapuka “mō ngā nama”, e ai ka whakaae te Karauna ki te whakarato i ētahi puretumu ki Te Rūnanga o Ngāi Tahu i runga i te kaupapa “mō ngā nama” hei tohu i te ngākau pono o te Karauna:
- T I te 5 o ngā rā o Ono 1996, ka whakaritea e te Karauna rāua ko Te Rūnanga o Ngāi Tahu he Upoko Whakaaetanga ā-pukapuka, kia whakatakototia ngā kaupapa i whakaaetia e rāua tahi, he pai ki whakaruru atu ai ki roto i tētahi whakaaetanga ā-pukapuka kia taea ai te whakataunga o ngā take o Ngāi Tahu, ā, i roto i te ngākau pono kia whakarite ai i te Whakaaetanga ā-pukapuka. Kāore he mea kei roto i taua Upoko Whakaaetanga ā-pukapuka ki a herea a Ngāi Tahu, te Karauna rānei:

*Whakamutunga o ngā Kerēme*

- U I te 21 o ngā rā o Whitu 1997, ka whakaritea e te Karauna rāua ko Te Rūnanga o Ngāi Tahu te Whakaaetanga-ā-pukapuka mō Ngāi Tahu. Kei roto i taua pukapuka i whāki ai te Karauna mō āna tukino i waimaero ai a Ngāi Tahu ki te whai oranga tinana, oranga wairua, ā, i whakaatu hoki i ngā take e taea ai te whakamana te whakataunga o te katoa o ngā kerēme o Ngāi Tahu mai rā āno.

**Background in English**

- A The Treaty of Waitangi is set out, in Māori and English, in Schedule 1:

**The threads of time**

*Transfer of Ngāi Tahu lands*

- B The Treaty of Waitangi was signed by Ngāi Tahu in 1840 at Akaroa (May 30), Ruapuke Island (June 9, 10), and Ōtākou (June 13). Ngāi Tahu is today, and was at the time of the signing of the Treaty, the tāngata whenua within the boundaries already confirmed in Te Runanga o Ngai Tahu Act 1996. In the years following the signing of the Treaty, the Crown, through its representatives and agents, sought the transfer of land from the Ngāi Tahu people to the Crown. This was achieved through 10 major purchases: Ōtākou 1844, Canterbury (Kemp’s) 1848, Port Cooper 1849, Port Levy 1849, Murihiku 1853, Akaroa 1856, North Canterbury 1857, Kaikōura 1859, Arahura 1860, and Rakiura 1864. The Ngāi Tahu signatories to these deeds, as recorded in Appendix 2 of the Waitangi Tribunal’s Ngai Tahu Report 1991, are listed in Schedule 2:

*Ngāi Tahu have long sought to have their grievances redressed*

- C From an early date, Ngāi Tahu has pursued claims against the Crown of unfair purchase practices and of breaches of the deeds of purchase. Matiaha

Tiramōrehu, Hori Kerei Tairaroa, Tiemi Hipi, Tipene O'Regan, and Henare Rakihihia Tau and their wives and families were most prominent in these claims:

- D As a result of Ngāi Tahu petitions and protests, some dating back to the 1840s, Ngāi Tahu's grievances have been considered by a number of inquiries. Some dismissed them after cursory investigation, but those which investigated in detail generally found validity in Ngāi Tahu's complaints. However, the Crown accepts that Ngāi Tahu's grievances were not remedied. In particular, the Ngai-tahu Claim Settlement Act 1944 was enacted without prior consultation with the tribe and did not debar the tribe from further pursuing its claim:

*Claim under the Treaty of Waitangi Act 1975*

- E Through enactment of the Treaty of Waitangi Amendment Act 1985, the Crown made it possible for Māori to bring claims before the Waitangi Tribunal in respect of historic grievances arising after 6 February 1840:
- F On 26 August 1986, a claim was submitted to the Waitangi Tribunal by Henare Rakihihia Tau and the Ngāi Tahu Māori Trust Board, which represented the Ngāi Tahu iwi and was chaired by Tipene O'Regan. That claim was subsequently elaborated upon by way of several amendments:
- G The Ngāi Tahu claim, registered with the Waitangi Tribunal as Wai 27, was investigated in hearings before the Tribunal over the years 1987 to 1989:
- H On 1 February 1991, the Waitangi Tribunal reported on the main elements of the Ngāi Tahu claim, described collectively as the "Nine Tall Trees" of Ngāi Tahu's grievances, and on 6 September 1991 issued a supplementary report recommending the creation by statute of a representative tribal body for Ngāi Tahu:
- I On 6 August 1992, the Waitangi Tribunal reported on the Ngāi Tahu Sea Fisheries claim, finding that "Ngai Tahu has for more than a century been seriously prejudiced by long-standing breaches of the Treaty of Waitangi culminating in the enactment and implementation of the Quota Management System". Those claims were subsequently settled through the settlement embodied in the Maori Fisheries Act 1989, the Deed of Settlement dated 23 September 1992 between the Crown and Māori and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
- J The Waitangi Tribunal made a further report on 27 April 1995 in respect of Ngāi Tahu's Ancillary Claims:

*Findings of the Tribunal: The "Nine Tall Trees"*

- K After considering the elements of the Ngāi Tahu claim, the Waitangi Tribunal found substantially in Ngāi Tahu's favour, both in relation to the elements referred to as the "Nine Tall Trees", and to the Ancillary Claims. In particular, the Tribunal could not reconcile the Crown's enduring failure to meet its obligations to Ngāi Tahu with its duty to act towards its Treaty partner reasonably and with the utmost good faith. The Tribunal also emphasised that, in acquiring some 34.5 million acres of land from Ngāi Tahu for £14,750, the Crown acted

unconscionably and in repeated breach of the Treaty of Waitangi. The Tribunal considered that the Crown's actions left Ngāi Tahu with insufficient land to maintain its way of life, and to enable the tribe's full participation in subsequent economic development:

- L The Tribunal indicated in general terms the nature and scope of the redress which Ngāi Tahu ought properly to receive. The Tribunal considered that the Crown ought to have restored to Ngāi Tahu sufficient land to provide for the future economic, social, and cultural development of the tribe:

M *Ōtākou*

The Tribunal found that the Crown was under a residual obligation to make further provision for Ngāi Tahu, in addition to the reserves agreed upon during the purchase of the Ōtākou Block, and that the Crown failed to satisfy this obligation. The Tribunal considered that the Crown's obligation might have been satisfied by the creation of "Tenths", or by other adequate provision:

*Canterbury*

The Tribunal found that the Crown, in acquiring the Canterbury Block, failed to negotiate fairly, failed to meet its undertaking to reserve sufficient food resources for Ngāi Tahu, and failed to meet its obligation to provide ample reserves for the existing and future needs of Ngāi Tahu. The Crown did not set aside the area defined by the Waimakariri and Kāwari Rivers, as requested by Ngāi Tahu. The Tribunal found that, in so acting, and in its subsequent failure to remedy these faults, the Crown breached its duty to act with the utmost good faith towards Ngāi Tahu:

*Banks Peninsula*

The Tribunal found that the Crown granted the Nanto-Bordelaise Company an interest in 30,000 acres of land on Banks Peninsula, that Ngāi Tahu had not agreed to relinquish most of this land and was not compensated for its loss, and that the Crown used high-handed and unfair methods in its dealings with Ngāi Tahu over the Port Cooper and Port Levy Blocks. Significant to the Tribunal's findings on the Port Levy Purchase was the Crown's refusal to make reserves, as requested by Ngāi Tahu, at Okains Bay, Kaituna Valley and Pigeon Bay. The Tribunal further found that the Crown had dealt with land on Banks Peninsula before it had been lawfully acquired from Ngāi Tahu and that the Crown failed to meet its obligation to provide ample reserves for the existing and future needs of Ngāi Tahu:

*Murihiku*

The Tribunal found that the Crown, in purchasing the Murihiku Block, failed to set aside reserves that were requested by Ngāi Tahu, failed to preserve for Ngāi Tahu reasonable access to food resources, and failed to ensure that Ngāi Tahu retained sufficient land for its existing and future needs. The Tribunal found that, in so acting, and in its subsequent failure to remedy these faults through the Middle Island Half-Caste Crown Grants Act 1877 and South Island Land-

less Natives Act 1906, the Crown breached its duty to act with the utmost good faith towards Ngāi Tahu:

*North Canterbury and Kaikōura*

The Tribunal found that Ngāi Tahu's interests and rangatiratanga in the North Canterbury and Kaikōura Blocks were gravely prejudiced by the Crown's transactions with other tribes, particularly in the Wairau Purchase of 1847, and by the Crown's disposal of land without Ngāi Tahu's consent. It found that the Crown failed both to act fairly and honourably in negotiating for the subsequent purchase of Ngāi Tahu's interests, and to provide sufficient reserves in the North Canterbury and Kaikōura Blocks for the existing and future needs of Ngāi Tahu:

*Arahura*

The Tribunal found that the Crown did not act fairly in its negotiations for the Arahura Block, and that the Crown failed both to set aside certain areas that Ngāi Tahu wished to retain, and to preserve for Ngāi Tahu reasonable access to food resources. It found that the Crown failed to protect the right of Ngāi Tahu to retain possession and control of all pounamu. The Tribunal also found that the Crown failed to respect Ngāi Tahu's interests and wishes when enacting a system of perpetual leases over Ngāi Tahu reserves:

*Rakiura*

The Tribunal found that Ngāi Tahu was disadvantaged by the delay in implementing the terms of the Rakiura purchase, the Crown having failed in its duty actively to protect Māori interests:

*Mahinga kai*

The Tribunal found that, when purchasing Ngāi Tahu lands, the Crown failed to ensure that Ngāi Tahu retained reasonable access to places where the tribe produced or procured food, and especially unimpeded access to Lakes Waihora and Wairewa:

*Schools and hospitals*

The Tribunal found that the expectation of being provided with schools and hospitals was an inducement to Ngāi Tahu in selling the Kemp and Murihiku Blocks, that the Crown failed to act promptly to provide these benefits, and that Ngāi Tahu was disadvantaged by the delay in meeting its expectations:

*Negotiations between Ngāi Tahu and the Crown*

- N In 1990, the Crown entered into an interim agreement with Ngāi Tahu to safeguard surplus Crown lands for the future settlement of Ngāi Tahu's claims:
- O The Crown accepted the thrust of the 1991 Waitangi Tribunal report, and, in consequence of that acceptance, in September 1991 the Crown and Ngāi Tahu entered into negotiations to seek resolution of the Ngāi Tahu grievances:

- P During the period 1991 to 1994, the Crown and Ngāi Tahu endeavoured to negotiate a settlement:
- Q Following the passing of the Te Runanga o Ngai Tahu Act 1996, Te Rūnanga o Ngāi Tahu, as defined in that Act, is recognised for all purposes as the representative of Ngāi Tahu Whānui pursuant to section 15 of that Act:
- R In 1996, the Crown and Ngāi Tahu negotiated in good faith in a further attempt to achieve a full and final settlement of Ngāi Tahu’s historic Treaty claims and to remove the continuing sense of grievance felt by Ngāi Tahu:
- S On 14 June 1996, the Crown and Te Rūnanga o Ngāi Tahu entered into a Deed of “On Account” Settlement, pursuant to which the Crown agreed to provide certain redress to Te Rūnanga o Ngāi Tahu on an “on account” basis as a sign of good faith and a demonstration of the Crown’s goodwill:
- T On 5 October 1996, the Crown and Te Rūnanga o Ngāi Tahu entered into a heads of agreement to record on a without prejudice basis the matters which they had agreed in principle should be contained in a deed of settlement to effect a settlement of Ngāi Tahu’s claims and their agreement to negotiate in good faith to settle the terms of the deed of settlement:

#### *Settlement of claim*

- U On 21 November 1997, the Crown and Te Rūnanga o Ngāi Tahu entered into the deed of settlement in which the Crown acknowledged that Ngāi Tahu suffered grave injustices which significantly impaired Ngāi Tahu’s economic, social and cultural development and which recorded the matters required to give effect to a settlement of all of Ngāi Tahu’s historical claims.

### **1 Short Title and commencement**

- (1) This Act may be cited as the Ngāi Tahu Claims Settlement Act 1998.
- (2) This Act comes into force on the day on which an Order in Council is made by the Governor-General for that purpose on the recommendation of the Prime Minister.
- (3) The Prime Minister must not recommend the making of an Order in Council to bring this Act into force unless the Prime Minister has been advised by Te Rūnanga o Ngāi Tahu in writing that this Act is acceptable to Te Rūnanga o Ngāi Tahu.
- (4) Once the Prime Minister receives written advice from Te Rūnanga o Ngāi Tahu that this Act is acceptable to Te Rūnanga o Ngāi Tahu, within 20 business days of receiving that advice, the Prime Minister must recommend to the Governor-General in Executive Council that an Order in Council be made to bring this Act into force, and the Order in Council must be made.
- (5) An order under this section is secondary legislation (*see* Part 3 of the Legislation Act 2019 for publication requirements).



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**Legislation Act 2019 requirements for secondary legislation made under this section**

<b>Publication</b>	PCO must publish it on the legislation website and notify it in the <i>Gazette</i>	LA19 s 69(1)(c)
<b>Presentation</b>	The Minister must present it to the House of Representatives	LA19 s 114, Sch 1 cl 32(1)(a)
<b>Disallowance</b>	It may be disallowed by the House of Representatives	LA19 ss 115, 116

*This note is not part of the Act.*

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Section 1(2): Ngāi Tahu Claims Settlement Act 1998 brought into force, on 1 October 1998, by clause 2 of the Ngāi Tahu Claims Settlement Act Commencement Order 1998 (SR 1998/295).

Section 1(5): inserted, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

## 2 Expiry

If an Order in Council is not made under section 1(2) bringing this Act into force on or before the date which is 6 months after the day on which this Act receives the Royal assent, then this Act expires and is repealed at the close of that date.

## 3 Act to bind the Crown

This Act binds the Crown.

# Part 1

## Apology by the Crown to Ngāi Tahu

### 4 Apology

This Part records the apology given by the Crown to Ngāi Tahu in the deed of settlement.

### 5 Text in Māori

The text of the apology in Māori is as follows:

- 1 Kei te mōhio te Karauna i te tino roa o ngā tūpuna o Ngāi Tahu e totohe ana kia utu mai rātou e te Karauna—tata atu ki 150 ngā tau i puta ai tēnei pēpeha a Ngāi Tahu arā: “He mahi kai tākata, he mahi kai hoaka”. Nā te whai mahara o ngā tūpuna o Ngāi Tahu ki ngā āhukatanga o ngā kawenga a te Karauna i kawe ai e Matiaha Tiramōrehu tana petihana ki a Kuini Wikitoria i te tau 1857. I tuhia e Tiramōrehu tana petihana arā:

‘Koia nei te whakahau a tōu aroha i whiua e koe ki runga i ēnei kāwana... tērā kia whakakotahitia te ture, kia whakakotahitia ngā whakahau, kia ōrite ngā āhuatanga mō te kiri mā kia rite ki tō te kiri waitutu, me te whakatakoto i te aroha o tōu ngākau pai ki runga i te iwi Māori kia noho ngākau pai tonu ai rātou me te mau mahara tonu ki te mana o tōu ingoa.’

Nā konei te Karauna i whakaae ai tērā, te taumaha o ngā mahi a ngā tūpuna o Ngāi Tahu, nā rēira i tū whakaiti atu ai i nāiane i mua i ā rātou mokopuna.

- 2 E whakaae ana te Karauna ki tōna tino hēanga, tērā i takakino tāruaruatia e ia ngā kaupapa o te Tiriti o Waitangi i roto i āna hokonga mai i ngā whenua o Ngāi Tahu. Tēnā, ka whakaae anō te Karauna tērā i roto i ngā āhuatanga i takoto ki roto i ngā pukapuka ā-herenga whakaatu i aua hokonga mai, kāore te Karauna i whai whakaaro ki tāna hoa nā rāua rā i haina te Tiriti, kāore hoki ia i whai whakaaro ki te wehe ake i ētahi whenua hei whai oranga tinana, whai oranga ngākau rānei mō Ngāi Tahu.
- 3 E whakaae ana te Karauna tērā, i roto i tāna takakino i te wāhanga tuarua o te Tiriti, kāore ia i whai whakaaro ki te manaaki, ki te tiaki rānei i ngā mauanga whenua a Ngāi Tahu me ngā tino taonga i hiahia a Ngāi Tahu ki te pupuri.
- 4 E mōhio ana te Karauna tērā, kāore ia i whai whakaaro ki a Ngāi Tahu i runga i te ngākau pono o roto i ngā tikanga i pūtake mai i te mana o te Karauna. Nā tāua whakaaro kore a te Karauna i puaki mai ai tēnei pēpeha a Ngāi Tahu: “Te Hapa o Niu Tīreni”. E mōhio ana te Karauna i tāna hē ki te kaipono i ngā āhuatanga whai oranga mō Ngāi Tahu i noho pōhara noa ai te iwi ia whakatupuranga heke iho. Te whakatauākī i pūtake mai i aua āhuatanga: “Te mate o te iwi”.
- 5 E whakaae ana te Karauna tērā, mai rāno te piri pono o Ngāi Tahu ki te Karauna me te kawē pono a te iwi i ā rātou kawenga i raro i te Tiriti o Waitangi, pērā anō tō rātou piri atu ki raro i te Hoko Whitu a Tū i ngā wā o ngā pakanga nunui o te ao. E tino mihi ana te Karauna ki a Ngāi Tahu mō tōna ngākau pono mō te koha hoki a te iwi o Ngāi Tahu ki te katoa o Aotearoa.
- 6 E whakapuaki atu ana te Karauna ki te iwi whānui o Ngāi Tahu i te hōhonu o te āwhitu a te Karauna mō ngā mamaetanga, mō ngā whakawhiringa i pūtake mai nō roto i ngā takakino a te Karauna i takaongetia ai a Ngāi Tahu Whānui. E whakaae ana te Karauna tērā, aua mamaetanga me ngā whakawhiringa hoki i hua mai nō roto i ngā takakino a te Karauna, arā, kāore te Karauna i whai i ngā tohutohu a ngā pukapuka ā-herenga i tōna hokonga mai i ngā whenua o Ngāi Tahu, kāore hoki te Karauna i wehe ake kia rawaka he whenua mō te iwi, hei whakahaere mā rātou i ngā āhuatanga e whai oranga ai rātou, kāore hoki te Karauna i hanga i tētahi tikanga e maru motuhake ai te mana o Ngāi Tahu ki runga i ā rātou pounamu me ērā atu tāonga i hiahia te iwi ki te pupuri. Kore rawa te Karauna i aro ake ki ngā aurere a Ngāi Tahu.

- 7 E whakapāha ana te Karauna ki a Ngāi Tahu mō tōna hēanga, tērā, kāore ia i whai whakaaro mō te rangatiratanga o Ngāi Tahu, ki te mana rānei o Ngāi Tahu ki runga i ōna whenua ā-rohe o Te Wai Pounamu, nā rēira, i runga i ngā whakaritenga me ngā herenga a Te Tiriti o Waitangi, ka whakaae te Karauna ko Ngāi Tahu Whānui anō te tāngata whenua hei pupuri i te rangatiratanga o roto i ōna takiwā.
- 8 E ai mō ngā iwi katoa o Aotearoa e hiahia ana te Karauna ki te whakamārie i ngā hara kua whākina ake nei—otirā, ērā e taea i nāianeī - i te mea kua āta tau ngā kōrero tūturu ki roto i te pukapuka ā-herenga whakaritenga i hainatia i te 21 o ngā rā o Whitu hei tīmatanga whai oranga i roto i te ao hōu o te mahinga tahi a te Karauna rāua ko Ngāi Tahu.

## 6 Text in English

The text of the apology in English is as follows:

- 1 The Crown recognises the protracted labours of the Ngāi Tahu ancestors in pursuit of their claims for redress and compensation against the Crown for nearly 150 years, as alluded to in the Ngāi Tahu proverb “He mahi kai tākata, he mahi kai hoaka” (“It is work that consumes people, as greenstone consumes sandstone”). The Ngāi Tahu understanding of the Crown’s responsibilities conveyed to Queen Victoria by Matiaha Tiramōrehu in a petition in 1857, guided the Ngāi Tahu ancestors. Tiramōrehu wrote:

‘This was the command thy love laid upon these Governors... that the law be made one, that the commandments be made one, that the nation be made one, that the white skin be made just equal with the dark skin, and to lay down the love of thy graciousness to the Māori that they dwell happily... and remember the power of thy name.’

The Crown hereby acknowledges the work of the Ngāi Tahu ancestors and makes this apology to them and to their descendants.

- 2 The Crown acknowledges that it acted unconscionably and in repeated breach of the principles of the Treaty of Waitangi in its dealings with Ngāi Tahu in the purchases of Ngāi Tahu land. The Crown further acknowledges that in relation to the deeds of purchase it has failed in most material respects to honour its obligations to Ngāi Tahu as its Treaty partner, while it also failed to set aside adequate lands for Ngāi Tahu’s use, and to provide adequate economic and social resources for Ngāi Tahu.
- 3 The Crown acknowledges that, in breach of Article Two of the Treaty, it failed to preserve and protect Ngāi Tahu’s use and ownership of such of their land and valued possessions as they wished to retain.
- 4 The Crown recognises that it has failed to act towards Ngāi Tahu reasonably and with the utmost good faith in a manner consistent with the honour of the Crown. That failure is referred to in the Ngāi Tahu saying “Te Hapa o Niu

- Tireni!” (“The unfulfilled promise of New Zealand”). The Crown further recognises that its failure always to act in good faith deprived Ngāi Tahu of the opportunity to develop and kept the tribe for several generations in a state of poverty, a state referred to in the proverb “Te mate o te iwi” (“The malaise of the tribe”).
- 5 The Crown recognises that Ngāi Tahu has been consistently loyal to the Crown, and that the tribe has honoured its obligations and responsibilities under the Treaty of Waitangi and duties as citizens of the nation, especially, but not exclusively, in their active service in all of the major conflicts up to the present time to which New Zealand has sent troops. The Crown pays tribute to Ngāi Tahu’s loyalty and to the contribution made by the tribe to the nation.
- 6 The Crown expresses its profound regret and apologises unreservedly to all members of Ngāi Tahu Whānui for the suffering and hardship caused to Ngāi Tahu, and for the harmful effects which resulted to the welfare, economy and development of Ngāi Tahu as a tribe. The Crown acknowledges that such suffering, hardship and harmful effects resulted from its failures to honour its obligations to Ngāi Tahu under the deeds of purchase whereby it acquired Ngāi Tahu lands, to set aside adequate lands for the tribe’s use, to allow reasonable access to traditional sources of food, to protect Ngāi Tahu’s rights to pounamu and such other valued possessions as the tribe wished to retain, or to remedy effectually Ngāi Tahu’s grievances.
- 7 The Crown apologises to Ngāi Tahu for its past failures to acknowledge Ngāi Tahu rangatiratanga and mana over the South Island lands within its boundaries, and, in fulfilment of its Treaty obligations, the Crown recognises Ngāi Tahu as the tāngata whenua of, and as holding rangatiratanga within, the Takiwā of Ngāi Tahu Whānui.
- 8 Accordingly, the Crown seeks on behalf of all New Zealanders to atone for these acknowledged injustices, so far as that is now possible, and, with the historical grievances finally settled as to matters set out in the Deed of Settlement signed on 21 November 1997, to begin the process of healing and to enter a new age of co-operation with Ngāi Tahu.

## Part 2

### Interpretation

#### 7 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

#### 8 Interpretation of terms

In this Act, unless the context otherwise requires,—

**administering body** has the same meaning as in section 2 of the Reserves Act 1977

**allocation plans** means maps appended to the deed of settlement

**ancillary claims** has the meaning given to it in section 339

**ancillary claims trustees** has the meaning given to it in section 339

**Aoraki forest** has the meaning given to it in section 7 of the deed of settlement

**Aoraki/Mount Cook** has the meaning given to it in section 14

**aquatic life** has the same meaning as in section 2 of the Conservation Act 1987

**area plan** has the meaning given to it in section 102

**attempt to dispose of relevant land** has the meaning given to it in section 48

**authorisation**, for the purposes of sections 316 to 320, has the meaning given to it in section 315

**available Crown forestry assets** has the meaning given to it in section 7 of the deed of settlement

**bed of Lake Mahināpua** has the meaning given to it in section 191

**bed of Muriwai (Coopers Lagoon)** has the meaning given to it in section 183

**bed of Te Waihora** has the meaning given to it in section 167

**benchmark terms** has the meaning given to it in section 48

**beneficiary** has the meaning given to it in section 339

**business day** means the period of 9 am to 5 pm on any day of the week other than—

- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day; and
- (b) a day in the period commencing with 25 December in any year and ending with the close of 5 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Canterbury

**charter** means the charter of Te Rūnanga o Ngāi Tahu referred to in section 16 of Te Runanga o Ngai Tahu Act 1996

**chief executive** means the chief executive of Land Information New Zealand

**claim property** has the meaning given to it in section 339

**coastal marine area** has the same meaning as in section 2 of the Resource Management Act 1991

**commencement date**, for the purposes of sections 334 to 337, has the meaning given to it in section 333

**commercial settlement property** has the meaning given to it in section 44

**committee**, for the purposes of Part 13, has the meaning given to it in section 328

**concession** means a concession granted pursuant to either the Conservation Act 1987 or the National Parks Act 1980 or the Reserves Act 1977 or the Wildlife Act 1953

**consent authority** has the meaning given to it in section 205

**conservation** has the same meaning as in section 2 of the Conservation Act 1987

**conservation area** has the same meaning as in section 2 of the Conservation Act 1987

**conservation board** has the same meaning as in section 2 of the Conservation Act 1987

**conservation management plan** has the same meaning as in section 2 of the Conservation Act 1987

**conservation management strategy** has the same meaning as in section 2 of the Conservation Act 1987

**Crown,—**

- (a) except for the purposes of Part 9, means Her Majesty the Queen in right of New Zealand:
- (b) for the purposes of Part 9, has the same meaning as in section 2(1) of the Public Finance Act 1989

**Crown body** means the Crown (whether acting through a Minister of the Crown or otherwise) or a Crown entity, a State enterprise, or a mixed ownership model company, or a company that is wholly-owned by a Crown entity, a State enterprise, or a mixed ownership model company, and, for the purposes of Part 9, includes trustees to which section 50(j) applies and any person to whom section 50(m) applies

**Crown entity** has the same meaning as in section 2(1) of the Public Finance Act 1989 and, for the purposes of Part 9, includes the New Zealand Railways Corporation

**Crown forest land** has the meaning given to it in section 7 of the deed of settlement

**Crown Forestry Rental Trust** means the forestry rental trust established under the Crown Forest Assets Act 1989

**Crown Tītī Islands** has the meaning given to it in section 333

**customary fishing entitlement** has the meaning given to it in section 339

**deed maps** means maps appended to the deed of settlement

**deed of gift** has the meaning given to it in section 14

**deed of recognition** has the meaning given to it in section 205

**deed of settlement** means the deed of settlement executed on 21 November 1997 by the then Prime Minister the Right Honourable James Brendan Bolger, for the Crown, and Te Rūnanga o Ngāi Tahu, comprising the introduction and sections 1 to 20 and including the attachments to it and the deed maps and allocation plans appended to it and includes that deed of settlement as from time to time amended in accordance with its terms

**Director-General** has the same meaning as in section 2 of the Conservation Act 1987

**disposal notice** has the meaning given to it in section 48

**dispose of relevant land** has the meaning given to it in section 48

**effective date**,—

- (a) for the purposes of Part 10, has the meaning given to it in section 102; and
- (b) for the purposes of Part 12, has the meaning given to it in section 205

**encumbrance**, for the purposes of Parts 11, 13, 14, 15, and 17, has the meaning given to it in section 469

**endangered species** has the meaning given to it in section 287

**entitlement area** has the meaning given to it in section 371

**entitlement land**,—

- (a) for the purposes of Part 12, has the meaning given to it in section 255; and
- (b) for the purposes of Part 14, has the meaning given to it in section 354

**escrow agent** has the meaning given to it in section 14

**exclusive economic zone** has the same meaning as in section 9 of the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977

**Fenton entitlement** has the meaning given to it in section 339

**Fenton reserves** has the meaning given to it in section 354

**Fiordland National Park** means the Fiordland National Park established under the National Parks Act 1980

**Fish and Game Council** has the same meaning as in section 2 of the Conservation Act 1987

**forestry asset** has the meaning given to it in section 7 of the deed of settlement

**forestry right** has the meaning given to it in section 7 of the deed of settlement

**freshwater** has the same meaning as in section 2 of the Conservation Act 1987

**freshwater fish** has the same meaning as in section 2 of the Conservation Act 1987

**gift areas** has the meaning given to it in section 102

**gift date** has the meaning given to it in section 14

**Heritage New Zealand Pouhere Taonga** means the Crown entity established by section 9 of the Heritage New Zealand Pouhere Taonga Act 2014

**historic reserve** has the same meaning as in section 18 of the Reserves Act 1977

**historic resources** has the same meaning as in section 2 of the Conservation Act 1987

**holder,—**

- (a) for the purposes of Part 12, has the meaning given to it in section 255; and
- (b) for the purposes of Part 14, has the meaning given to it in section 354

**improvements**, for the purposes of Part 7, has the meaning given to it in section 7 of the deed of settlement

**individual transferable quota** has the meaning given to it in section 297

**joint management plan**, for the purposes of Part 11, has the meaning given to it in section 167

**Kahurangi National Park** means the Kahurangi National Park established under the National Parks Act 1980

**lake**, for the purposes of sections 206 to 222 and Schedules 14 to 77, has the meaning given to it in section 205

**land,—**

- (a) for the purposes of Part 6, has the meaning given to it in section 29; and
- (b) for the purposes of Part 7, has the meaning given to it in section 7 of the deed of settlement

**land holding agent,—**

- (a) for the purposes of Part 12, has the meaning given to it in section 255; and
- (b) for the purposes of sections 355 to 370, has the meaning given to it in section 354; and
- (c) for the purposes of sections 372 to 386, has the meaning given to it in section 371

**lease**, for the purposes of Part 9, has the meaning given to it in section 48

**leaseback conservation areas** has the meaning given to it in section 102

**licensed land** has the meaning given to it in section 7 of the deed of settlement

**mahinga kai**, for the purposes of sections 177 to 182, has the meaning given to it in section 167

**maimai** has the meaning given to it in section 119

**Māori freehold land** has the same meaning as in section 4 of Te Ture Whenua Maori Act 1993



**Māori land** has the same meaning as in section 2 of the Reserves Act 1977

**Mararoa Valley area** has the meaning given to it in section 102

**marginal strip** has the same meaning as in section 2 of the Conservation Act 1987

**Māwhera Incorporation** means the Proprietors of Māwhera constituted as a Māori incorporation pursuant to and subject to Part 4 of the Maori Affairs Amendment Act 1967 by clause 3(1) of the Māwhera Incorporation Order 1976 and continued pursuant to section 357 of Te Ture Whenua Maori Act 1993

**memorials** means resumptive memorials imposed on land under the State-Owned Enterprises Act 1986, the Education and Training Act 2020, or the New Zealand Railways Corporation Restructuring Act 1990

**Minister**,—

- (a) for the purposes of Part 13, means the Minister of Conservation; and
- (b) for the purposes of Part 15, means the Minister in Charge of Treaty of Waitangi Negotiations

**mixed ownership model company** has the same meaning as in section 45P of the Public Finance Act 1989

**Mount Cook National Park** means the Mount Cook National Park established under the National Parks Act 1980

**national park** has the same meaning as in section 2 of the National Parks Act 1980

**national park management plan** means a management plan as defined in section 2 of the National Parks Act 1980

**native game birds**, for the purposes of sections 278 to 280, has the meaning given to it in section 277

**natural resources** has the same meaning as in section 2 of the Conservation Act 1987

**nature reserve** has the same meaning as in section 20 of the Reserves Act 1977

**New Zealand Conservation Authority** has the same meaning as in section 2 of the Conservation Act 1987

**New Zealand Fish and Game Council** has the same meaning as in section 2 of the Conservation Act 1987

**New Zealand fisheries waters** has the same meaning as in section 2 of the Fisheries Act 1996

**Ngā Whenua Rāhui kawenata** has the same meaning as in section 2 of the Reserves Act 1977

**Ngāi Tahu ancillary claims trust** has the meaning given to it in section 339

**Ngāi Tahu claim area** means the area shown on allocation plan NT 504 (SO 19900), being—

- (a) the takiwā of Ngāi Tahu Whānui; and
- (b) the coastal marine area adjacent to the coastal boundary of the takiwā of Ngāi Tahu Whānui; and
- (c) the New Zealand fisheries waters within the coastal marine area and exclusive economic zone adjacent to the seaward boundary of that coastal marine area;—

and, for the purposes of this definition, the northern sea boundaries of the coastal marine area have been determined using the equidistance principle, and the northern sea boundaries of the exclusive economic zone have been determined using the perpendicular to the meridian principle from the seaward boundary of the coastal marine area (with provision to exclude part of the New Zealand fisheries waters around the Chatham Islands)

**Ngāi Tahu claimant** means any of the following:

- (a) Te Rūnanga o Ngāi Tahu;
- (b) any claimant in respect of any ancillary claims;
- (c) Ngāi Tahu;
- (d) 1 or more individuals, whānau, marae, hapū, or Papatipu Rūnanga of Ngāi Tahu;
- (e) any person acting on behalf of any of the above

**Ngāi Tahu claims** has the meaning given to it in section 10

**Ngāi Tahu Crown forestry licence** has the meaning given to it in section 7 of the deed of settlement

**Ngāi Tahu historical claims** means the claims referred to in section 10(1)(b) and (c)

**Ngāi Tahu recipient** means—

- (a) any member of Ngāi Tahu Whānui (or any entity representing any such member); or
- (b) the ancillary claims trustees; or
- (c) any person nominated by Te Rūnanga o Ngāi Tahu under clause 20.9 of the deed of settlement—

to which any redress is provided, or any property is transferred, pursuant to the deed of settlement or in which any property is vested pursuant to this Act

**Ngāi Tahu values** has the meaning given to it in section 237

**nohoanga entitlements** has the meaning given to it in section 255

**non-commercially harvested species** has the meaning given to it in section 297

**original beneficiaries** has the meaning given to it in section 446

**Papatipu Rūnanga** means the Papatipu Rūnanga of Ngāi Tahu Whānui referred to in section 9 of Te Runanga o Ngai Tahu Act 1996

**protection** has the same meaning as in section 2 of the Conservation Act 1987

**protocol** has the meaning given to it in section 281

**public valuer** has the same meaning as in section 2 of the Valuers Act 1948

**QMA** has the meaning given to it in section 297

**QMS** has the meaning given to it in section 297

**quota**, for the purposes of Part 12, has the meaning given to it in section 297

**Rakiura Māori** has the meaning given to it in section 333

**Rakiura Tīti Committee** has the meaning given to it in section 333

**recording officer** has the same meaning as in regulation 2 of the Maori Assembled Owners Regulations 1995

**recovery plan** has the meaning given to it in section 287

**recreation reserve** has the same meaning as in section 17 of the Reserves Act 1977

**Registrar** means, in respect of a settlement property, the person holding office as Registrar-General of Land under section 4 of the Land Transfer Act 1952

**relevant land**, for the purposes of Part 9, has the meaning given to it in section 48

**representative body**, for the purposes of Part 14, has the meaning given to it in section 354

**reserve** has the same meaning as in section 2 of the Reserves Act 1977

**resource consent** has the meaning given to it in section 205

**river**, for the purposes of sections 206 to 222 and Schedules 14 to 77, has the meaning given to it in section 205

**scenic reserve** has the same meaning as in section 19 of the Reserves Act 1977

**scientific reserve** has the same meaning as in section 21 of the Reserves Act 1977

**settlement** means the settlement to be effected pursuant to the deed of settlement and this Act

**settlement date** means the date which is 15 business days after the date on which an Order in Council is made pursuant to section 1(2)

**settlement property** means a property or property interest which, pursuant to the deed of settlement,—

- (a) is to be transferred to, or vested in, a Ngāi Tahu recipient; or

- (b) Te Rūnanga o Ngāi Tahu may select to have transferred to, or vested in, a Ngāi Tahu recipient

**Shellfish Species** has the meaning given to it in section 297

**Shellfish Species TACC** has the meaning given to it in section 297

**SILNA lands** has the meaning given to it in section 446

**sites**, for the purposes of sections 231 to 236, has the meaning given to it in section 230

**South Island fisheries waters** has the meaning given to it in section 297

**special land** has the meaning given to it in section 48

**special land notice** has the meaning given to it in section 48

**species recovery group** has the meaning given to it in section 287

**specified settlement property** has the meaning given to it in section 469

**State enterprise** has the same meaning as in section 2 of the State-Owned Enterprises Act 1986

**station areas** has the meaning given to it in section 102

**statutory acknowledgement** has the meaning given to it in section 205

**statutory adviser**, for the purposes of sections 231 to 236, has the meaning given to it in section 230

**statutory areas** has the meaning given to it in section 205

**subject areas** has the meaning given to it in section 312

**successor**, for the purposes of Part 15, has the meaning given to it in section 446

**successors**, for the purposes of Part 14, has the meaning given to it in section 339

**takiwā of Ngāi Tahu Whānui** means the area identified as the takiwā of Ngāi Tahu Whānui in section 5 of Te Runanga o Ngai Tahu Act 1996

**taonga fish species** has the meaning given to it in section 297

**taonga species** has the meaning given to it in section 287

**Te Rūnanga o Ngāi Tahu** means Te Rūnanga o Ngāi Tahu established by section 6 of Te Runanga o Ngai Tahu Act 1996

**threatened species** has the meaning given to it in section 287

**Tōpuni** has the meaning given to it in section 237

**total allowable commercial catch** has the meaning given to it in section 297

**transfer value**, for the purposes of Part 11, has the meaning given to it in section 138

**trees**, for the purposes of Part 7, has the same meaning as in section 7 of the deed of settlement

**tribal properties**, for the purposes of Part 11, has the meaning given to it in section 138

**trust deed** has the meaning given to it in section 339

**vesting date** has the meaning given to it in section 14

**waterway**, for the purposes of Parts 12 and 14, means—

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

**wetland**, for the purposes of sections 206 to 222 and Schedules 14 to 77, has the meaning given to it in section 205

**wildlife** has the same meaning as in section 2 of the Wildlife Act 1953

**working day** has the meaning given to it in section 48.

Section 8 **business day** paragraph (a): replaced, on 12 April 2022, by wehenga 7 o Te Ture mō te Hararei Tūmatanui o te Kāhui o Matariki 2022/section 7 of the Te Kāhui o Matariki Public Holiday Act 2022 (2022 No 14).

Section 8 **Crown body**: amended, on 30 June 2012, by section 11 of the Public Finance (Mixed Ownership Model) Amendment Act 2012 (2012 No 45).

Section 8 **District Land Registrar**: repealed, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 8 **Heritage New Zealand Pouhere Taonga**: inserted, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Section 8 **memorials**: amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Section 8 **mixed ownership model company**: inserted, on 30 June 2012, by section 11 of the Public Finance (Mixed Ownership Model) Amendment Act 2012 (2012 No 45).

Section 8 **Registrar**: inserted, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

## 9 Meaning of Ngāi Tahu and Ngāi Tahu Whānui

- (1) For the purposes of this Act and any other enactment, unless the context otherwise requires, **Ngāi Tahu** and **Ngāi Tahu Whānui** each means the collective of individuals who descend from the primary hapū of Waitaha, Ngāti Mamoe, and Ngāi Tahu, namely Kāti Kurī, Kāti Irakehu, Kāti Huirapa, Ngāi Tuahuriri, and Kai Te Ruahikihiki.
- (2) *Amendment(s) incorporated in the Act(s).*

## 10 Meaning of Ngāi Tahu claims

- (1) In this Act, **Ngāi Tahu claims**—
  - (a) means all claims made at any time by any Ngāi Tahu claimant and—

- (i) founded on rights arising in or by the Treaty of Waitangi, the principles of the Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
  - (ii) arising out of or relating to any loss of interests in land, water, rivers, harbours, coastal marine areas, minerals, forests, or any natural and physical resources in the Ngāi Tahu claim area, caused by acts or omissions by or on behalf of the Crown or by or under legislation, being a loss that occurred before 21 September 1992—  
whether or not the claims have been researched, registered, or notified; and
- (b) includes all of the claims made by Ngāi Tahu against the Crown arising from those historical grievances of Ngāi Tahu which are referred to in the following Ngāi Tahu Wai 27 claims to the Waitangi Tribunal:
    - (i) general claim of 26 August 1986:
    - (ii) amended claim of 24 November 1986:
    - (iii) amended claim of 16 December 1986:
    - (iv) amended claim of 2 June 1987:
    - (v) amended claim of 5 September 1987:
    - (vi) amended claim of 13 April 1988:
    - (vii) amended claim of 20 December 1994:
    - (viii) amended claim of 12 June 1995:
    - (ix) amended claim of 6 July 1995:
    - (x) amended statement of claim of 7 May 1996; and
  - (c) includes all Wai 27 ancillary claims made to the Waitangi Tribunal; and
  - (d) includes the claims to the Waitangi Tribunal designated Wai 189, Wai 322, Wai 324, Wai 348, Wai 380, Wai 482, Wai 498, Wai 597, Wai 618, and Wai 622; but
  - (e) excludes the claim to the Waitangi Tribunal designated Wai 158, but such exclusion does not apply to any part of Wai 158 that might relate to the original allocation of land under the South Island Landless Natives Act 1906, being a matter dealt with in the Wai 27 claims referred to in paragraph (b); and
  - (f) excludes claims, insofar as they relate to language and culture, which are not claims which come within paragraphs (a) to (d).
- (2) In subsection (1),—  
**interest** includes any legal or equitable right, title, power, privilege, or benefit

**loss**, in relation to any of the interests referred to in subsection (1)(a)(ii), includes extinguishment of, diminution of, or adverse effect on, any such interest

**natural and physical resources** has the same meaning as in section 2 of the Resource Management Act 1991.

**11 Maori Reserved Land Act 1955**

Nothing in this Act or in the deed of settlement prevents any Ngāi Tahu claimant from receiving redress under the Maori Reserved Land Act 1955 or other legislation which addresses the grievances intended to be addressed by that Act.

**12 Parts of speech and grammatical forms**

Parts of speech and grammatical forms of a word that is defined in this Act have corresponding meanings in this Act.

**Part 3  
Aoraki/Mount Cook**

**13 Purpose of this Part**

The purpose of this Part is to provide for the legislative matters contemplated by section 3 (Aoraki/Mount Cook) of the deed of settlement.

**14 Interpretation**

In this Part,—

**Aoraki/Mount Cook** means the mountain known as Aoraki or Mount Cook, being the land which lies within the Mount Cook National Park and which is identified as Aoraki on Allocation Plan MS 1 (SO 19831)

**deed of gift** means the deed of gift referred to in clause 3.3 of the deed of settlement

**escrow agent** means the escrow agent appointed on the terms set out in clause 3.5 of the deed of settlement

**gift date** means the day which is 7 days after the vesting date

**Mount Cook National Park** means the Mount Cook National Park established under the National Parks Act 1980

**vesting date** means such date as Te Rūnanga o Ngāi Tahu and the Crown, through the Prime Minister, agree.

**15 Vesting of Aoraki/Mount Cook in Te Rūnanga o Ngāi Tahu**

- (1) The Prime Minister must recommend to the Governor-General before the vesting date that an Order in Council be made pursuant to subsection (2).

- (2) The Governor-General, by Order in Council made on the recommendation of the Prime Minister, must vest the fee simple estate in Aoraki/Mount Cook in Te Rūnanga o Ngāi Tahu on the vesting date.
- (3) An Order in Council made pursuant to subsection (2) takes effect notwithstanding anything in the National Parks Act 1980, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment.
- (4) The Prime Minister must ensure that an order under this section is published in the *Gazette*.

Section 15(4): inserted, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

### **16 Gift of Aoraki/Mount Cook by Te Rūnanga o Ngāi Tahu**

- (1) Te Rūnanga o Ngāi Tahu must deliver to the Prime Minister or the Prime Minister's nominee on the gift date the deed of gift, duly executed by Te Rūnanga o Ngāi Tahu.
- (2) Upon delivery to the Prime Minister or the Prime Minister's nominee of the deed of gift referred to in subsection (1) on the gift date, the fee simple estate in Aoraki/Mount Cook vested in Te Rūnanga o Ngāi Tahu by the Order in Council referred to in section 15 vests in the Crown, in order to give effect to the gift made by Te Rūnanga o Ngāi Tahu to the Crown on behalf of the people of New Zealand.
- (3) If, for any reason, the deed of gift referred to in subsection (1) is not delivered to the Prime Minister by 3 pm on the gift date, the escrow agent must deliver to the Prime Minister or the Prime Minister's nominee the executed counterpart of that deed of gift, upon receipt by the escrow agent of a notice to that effect from the Prime Minister or the Prime Minister's nominee.
- (4) In the event that the escrow agent delivers the executed counterpart of the deed of gift to the Prime Minister or the Prime Minister's nominee pursuant to subsection (3), subsection (2) applies as if the deed of gift referred to in subsection (1) had been delivered to the Prime Minister or the Prime Minister's nominee pursuant to that subsection.

### **17 Certain laws not affected**

Aoraki/Mount Cook is and remains part of the Mount Cook National Park, and every regulation, lease, licence, and other instrument in effect immediately before the vesting date in respect of the Mount Cook National Park under the National Parks Act 1980 or any other enactment has uninterrupted effect, on and from the vesting date as if Aoraki/Mount Cook had remained Crown land at all times, notwithstanding—

- (a) section 7(1)(a) of the National Parks Act 1980 and any other enactment; and
- (b) the vesting referred to in section 15; and



- (c) the gift back referred to in section 16; and
- (d) the fact that Aoraki/Mount Cook is vested in Te Rūnanga o Ngāi Tahu during the period on and from the vesting date to the gift date.

**18 No gift duty**

No gift duty is payable in respect of the gifting of Aoraki/Mount Cook pursuant to section 16.

**Part 4**  
**Transfer and vesting of settlement properties**

**19 Purpose of this Part**

The purpose of this Part is to provide for certain legislative matters required to facilitate the transfer or vesting of settlement properties by the Crown pursuant to the deed of settlement.

**20 Transfer and vesting of settlement properties**

- (1) Notwithstanding any other enactment or rule of law, for the purposes of giving effect to the deed of settlement, the Crown (acting through the Commissioner of Crown Lands) is authorised to do any 1 or more of the following:
  - (a) purchase or otherwise acquire any settlement property from a Crown body;
  - (b) grant or take a lease of any settlement property to or from any Crown body;
  - (c) transfer any settlement property to any Ngāi Tahu recipient;
  - (d) sign any memorandum of transfer or lease, or any other document, or do any other thing for the purposes of any such purchase, acquisition, lease, or transfer.
- (2) Except as expressly provided otherwise in, or by operation of, this Act, section 40 of the Public Works Act 1981 (but not sections 41 and 42 of that Act), and that section as applied by any other Act, applies to the transfer of any settlement property pursuant to subsection (1)(c).
- (3) Except as expressly provided otherwise in, or by operation of, this Act, nothing in subsection (1) limits—
  - (a) subsections (4) and (5); or
  - (b) sections 10 and 11 of the Crown Minerals Act 1991; or
  - (c) any other reservation made by any enactment or statutory instrument; or
  - (d) any other enactment which must be complied with before any disposal.
- (4) Notwithstanding section 40 of the Public Works Act 1981, the chief executive is not required by that section to offer to sell to a Crown body any settlement

property acquired from that Crown body pursuant to section 21; but this subsection does not limit any obligation of that chief executive under that section or any other enactment to offer to sell such a settlement property to any other person.

- (5) Nothing in the Land Act 1948 applies to any settlement property that is to be transferred from a Crown body to another Crown body or to a Ngāi Tahu recipient, or vested in a Ngāi Tahu recipient, for the purposes of giving effect to the deed of settlement.
- (6) Nothing in the Land Act 1948 restricts the period for which a lease may be granted pursuant to subsection (1)(b).
- (7) The permission of a council (within the meaning of Part 21 of the Local Government Act 1974) is not required for the laying out, or forming of, any private road or private way, or for the granting or reserving of a right of way over any private way, required for the purposes of, or incidental to, the deed of settlement.
- (8) Sections 24 and 25 of the Reserves Act 1977 do not apply to a revocation of a reserve which is a settlement property to give effect to the deed of settlement.
- (9) Except as expressly provided in this Act, where the reservation of land as a reserve is revoked by this Act, the land vests in the Crown.
- (10) Where—
  - (a) a settlement property is transferred to a Ngāi Tahu recipient pursuant to the deed of settlement; and
  - (b) the settlement property is transferred subject to any lease between the Crown or any Minister of the Crown, as lessor, and another person, as lessee,—

then any reference to the Crown or a Minister of the Crown in that lease is deemed to be a reference to the owner for the time being of the lessor's interest.

- (11) In this section and in section 21, **Crown body** includes a body that was a Crown body on 21 November 1997 and also includes Telecom Corporation of New Zealand Limited, and any company which is a subsidiary of Telecom Corporation of New Zealand Limited.

## **21 Power of the Crown to acquire property compulsorily for purpose of settlement**

- (1) Where the Crown is obliged by the deed of settlement to transfer to a Ngāi Tahu recipient, or where this Act provides for the vesting in a Ngāi Tahu recipient of, a settlement property to which this section applies, the Minister of the Crown for the time being responsible for the administration of the Land Act 1948 may, after consultation with—

- (a) any Minister of the Crown for the time being responsible for a Crown body which is the owner of the settlement property; and
  - (b) any Minister of the Crown who is a shareholder of such a body,—  
acquire the property pursuant to Part 2 of the Public Works Act 1981 as if the property were land required for both government work and a public work, and Parts 2, 4, 5, 6, and 7 and Schedules 1, 3, 4, and 5 of that Act, subject to the modifications set out in Schedule 3 and to all other necessary modifications, apply accordingly.
- (2) The settlement properties to which subsection (1) applies are the properties of a Crown body.
  - (3) The existence on the certificate of title to any settlement property acquired pursuant to subsection (1) of a memorial pursuant to any of the enactments referred to in section 463 must not be taken into account in any assessment of compensation made pursuant to the Public Works Act 1981 in relation to the acquisition of that settlement property.
  - (4) Where a lease of a settlement property acquired pursuant to subsection (1) has been, or is to be, granted to the body from whom the property is acquired, that lease must be taken into account in any assessment of compensation made pursuant to the Public Works Act 1981 in relation to the acquisition of that settlement property.
  - (5) In this section, **Crown body** has the meaning given to it in section 20(11).

## Part 5

### Transfer of commercial properties—Subject to deferred selection

#### 22 Purpose of this Part

The purpose of this Part is to provide for the legislative matters contemplated by section 5 (transfer of commercial properties—subject to deferred selection) of the deed of settlement.

#### 23 Hagley Nurses Home

- (1) In this section, **Hagley Nurses Home** means the property described by that name in Schedule 4.
- (2) Notwithstanding section 3 of the Christchurch Hospital Amendment Act 1928, the Crown may purchase or otherwise acquire, and may transfer to any Ngāi Tahu recipient, the Hagley Nurses Home for the purposes of the deed of settlement and, on such transfer,—
  - (a) that section of that Act is repealed; and
  - (b) the trust created by that section is cancelled; and

- (c) the fee simple estate in the Hagley Nurses Home is free of that trust and any other limitation imposed by that Act or the Christchurch Hospital Act 1887.
- (3) On transfer of the Hagley Nurses Home to a Ngāi Tahu recipient pursuant to the deed of settlement and on receipt by the Registrar of a registrable memorandum of transfer, the Registrar must, without fee to the registered proprietor or the Ngāi Tahu recipient, note on the certificate of title to the Hagley Nurses Home, the words “No longer held in trust for a nurses’ home and recreation ground subject to the provisions of section 3(2) of the Christchurch Hospital Amendment Act 1928.”

Section 23(3): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

## 24 Christchurch Court

- (1) In this section, **Christchurch Court** means the property described by that name in Schedule 4.
- (2) If the Christchurch Court is transferred pursuant to the deed of settlement,—
- (a) Part 4A of the Conservation Act 1987 does not apply to the transfer; and
  - (b) the Ngāi Tahu recipient must grant and do all other things necessary to create, in accordance with section 237B of the Resource Management Act 1991, an easement for an access strip over that part of Christchurch Court marked “Proposed ROW on Foot in Gross in favour of CCC” on Deed Map C8.

## 25 Isle Street property

- (1) In this section and section 27, **Isle Street property** means the property described by that name in Schedule 4.
- (2) If Te Rūnanga o Ngāi Tahu selects the Isle Street property and complies with its settlement obligations in respect of the Isle Street property,—
- (a) the appointment of the Queenstown Lakes District Council to control and manage the Isle Street property as a reserve is revoked; and
  - (b) the reservation of the Isle Street property as a reserve is revoked.
- (3) As soon as reasonably practicable after the conditions in subsection (2) are met, the chief executive must notify that fact in the *Gazette*.

## 26 Wanaka plantation

- (1) In this section and section 27, **Wanaka plantation** means the property described by that name in Schedule 4.
- (2) If Te Rūnanga o Ngāi Tahu selects the Wanaka plantation and complies with its settlement obligations in respect of the Wanaka plantation, then the reservation of the Wanaka plantation as a reserve is revoked.

- (3) As soon as reasonably practicable after the conditions in subsection (2) are met, the chief executive must notify that fact in the *Gazette*.

### **27 Notice to Queenstown Lakes District Council**

- (1) The Minister of Conservation may, from time to time by written notice to the Queenstown Lakes District Council, direct the Council to do anything that is necessary to enable the Crown to comply with its obligations to Te Rūnanga o Ngāi Tahu under the deed of settlement in respect of the Isle Street property and the Wanaka plantation.
- (2) The Queenstown Lakes District Council must comply with a notice given under subsection (1).

## **Part 6 Transfer of farm assets**

### **28 Purpose of this Part**

The purpose of this Part is to provide for the legislative matters contemplated by section 6 (transfer of farm assets) of the deed of settlement.

### **29 Interpretation**

In this Part,—

**Fiordland National Park** means the Fiordland National Park established under the National Parks Act 1980

**Site A** means the land in the Southland Land District comprising 54.3800 hectares, more or less, being part Fiordland National Park situated in Block X, Te Anau Survey District, being part of the land described in the Fiordland National Park Order 1978 and marked “A” on SO 11756

**Site B** means the land in the Southland Land District comprising 9.2380 hectares, more or less, being part Fiordland National Park situated in Block IV, Te Anau Survey District, being part of the land described in the Fiordland National Park Order 1978 and marked “A” on SO 11190.

### **30 Land excluded from Fiordland National Park**

- (1) Site A and Site B are excluded from the Fiordland National Park.
- (2) The fee simple estate in Site A and in Site B is vested in Landcorp Farming Limited.
- (3) Site A is included with the land comprised and described in certificate of title 10A/456 (Southland Land Registry).
- (4) Site B is included with the land comprised and described in certificate of title 10A/448 (Southland Land Registry).

- (5) The Registrar must make entries in the register and do all the things necessary to give effect to this section.

Section 30(5): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

## Part 7

### Transfer of forestry assets

#### 31 Purpose of this Part

The purpose of this Part is to provide for the legislative matters contemplated by section 7 (transfer of forestry assets) of the deed of settlement.

#### 32 Interpretation

In this Part, the following terms have the meaning given to them in section 7 of the deed of settlement:

- (a) **Aoraki forest:**
- (b) **available Crown forestry assets:**
- (c) **Crown forest land:**
- (d) **forestry asset:**
- (e) **forestry right:**
- (f) **improvements:**
- (g) **land:**
- (h) **licensed land:**
- (i) **Ngāi Tahu Crown forestry licence:**
- (j) **trees.**

#### 33 Certain transfers and grants not subdivisions

Nothing in section 11 and Part 10 of the Resource Management Act 1991 applies to—

- (a) a transfer of forestry assets pursuant to section 7 of the deed of settlement; or
- (b) a grant of forestry rights over trees in the Aoraki forests pursuant to section 7 of the deed of settlement.

#### 34 Transfer of Crown forest land to Ngāi Tahu recipient

- (1) In this section, **Crown Forestry Rental Trust Deed** means the trust deed made on 30 April 1990 establishing a forestry rental trust pursuant to section 34 of the Crown Forest Assets Act 1989.
- (2) Crown forest land that is not licensed land and that is to be transferred to a Ngāi Tahu recipient pursuant to clause 7.3.13 of the deed of settlement is

deemed to be licensed land for the purposes of section 8HB of the Treaty of Waitangi Act 1975.

- (3) The transfer of Crown forest land pursuant to clause 7.3.13 of the deed of settlement is deemed to have been made pursuant to a final recommendation of the Waitangi Tribunal under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the land to Māori ownership so that, without limiting the effect of that deemed recommendation, the provisions of the Crown Forestry Rental Trust Deed and paragraph 4 of attachment 7.5 of the deed of settlement apply to give effect to section 7 of the deed of settlement.
- (4) Section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the transfer of Crown forest land pursuant to clause 7.3.13 of the deed of settlement.
- (5) Section 11(2) of the Crown Forest Assets Act 1989 does not apply to the transfer of trees and improvements to a Ngāi Tahu recipient pursuant to the deed of settlement if the land on which those assets are situated is also transferred to a Ngāi Tahu recipient pursuant to the deed of settlement.

### **35 Crown forest land not transferred to Te Rūnanga o Ngāi Tahu**

Licensed land that is an available Crown forestry asset and that is not transferred pursuant to clause 7.3.13 of the deed of settlement is deemed to have been the subject of a final recommendation by the Waitangi Tribunal pursuant to section 8HB(1)(b) of the Treaty of Waitangi Act 1975 that the land not be liable to return to Māori ownership.

### **36 Transfer of Aoraki forest land**

- (1) This section applies if land relating to Aoraki forests is transferred pursuant to clause 7.3.13 of the deed of settlement, but trees and improvements on the land are retained by the Crown.
- (2) At the time of a transfer pursuant to subsection (1), the Crown may reserve, or if not so reserved, the Ngāi Tahu recipient to whom the land is transferred must grant to the Crown, a Ngāi Tahu Crown forestry licence.
- (3) The terms and conditions of a Ngāi Tahu Crown forestry licence reserved or granted pursuant to subsection (2) must be determined in accordance with clause 7.3.7 and clauses 7.3.9 to 7.3.11 of the deed of settlement.
- (4) If the terms and conditions as determined pursuant to subsection (3) vary from the terms and conditions set out in the Crown Forest Assets Act 1989, the terms and conditions as determined prevail.
- (5) The trees and improvements referred to in subsection (1) are to be regarded as assets separate from the land referred to in subsection (1) and capable of separate ownership.

**37 Transfer of Aoraki forest trees and improvements**

- (1) This section applies if trees and improvements on land relating to Aoraki forests are transferred pursuant to clause 7.3.13 of the deed of settlement, but the land on which those trees and improvements are situated is not so transferred.
- (2) The Crown must grant a Ngāi Tahu Crown forestry licence to a Ngāi Tahu recipient in respect of the land referred to in subsection (1).
- (3) The terms and conditions of a Ngāi Tahu Crown forestry licence granted pursuant to subsection (2) must be determined in accordance with clause 7.3.7 and clauses 7.3.9 to 7.3.11 of the deed of settlement.
- (4) If the terms and conditions as determined pursuant to subsection (3) vary from the terms and conditions set out in the Crown Forest Assets Act 1989, the terms and conditions as determined prevail.
- (5) Sections 18 to 28 and section 34 of the Crown Forest Assets Act 1989 do not apply to a Ngāi Tahu Crown forestry licence granted pursuant to subsection (2).
- (6) The trees and improvements referred to in subsection (1) are to be regarded as assets separate from the land referred to in subsection (1) and capable of separate ownership.

**38 Disposition of Crown forest land**

- (1) The Crown may sell or dispose of Crown forest land (whether licensed land or not) that is an available Crown forestry asset and that does not become a forestry asset pursuant to clause 7.3.11 of the deed of settlement.
- (2) Subsection (1) applies notwithstanding sections 35 and 37 of the Crown Forest Assets Act 1989, but subject to section 8 of the deed of settlement and Part 9.

**39 Covenants to complete survey work**

- (1) The Crown may grant covenants, such as those contained in clause 4.3 of Part II of attachment 7.6 of the deed of settlement, for the purpose of facilitating the completion of a survey, deposit of any survey plan, or the adducing of clear title, in relation to a forestry asset that is to be transferred pursuant to the deed of settlement.
- (2) Notwithstanding any enactment or rule of law, a covenant granted pursuant to subsection (1) may be registered with the Registrar pursuant to section 129A of the Property Law Act 1952 and, whether registered or not, has effect and is enforceable even if the covenant is positive or there is no dominant tenement.

Section 39(2): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

**40 Section 24H(6) of Conservation Act 1987 to apply**

Section 24H(6) of the Conservation Act 1987 applies to—



- (a) a Ngāi Tahu recipient in relation to any land and trees acquired from the Crown by that Ngāi Tahu recipient pursuant to the deed of settlement; and
- (b) the holder of a Ngāi Tahu Crown forestry licence granted pursuant to sections 36 or 37.

#### **41 Easements**

- (1) The Minister of Conservation may grant any easements which the Minister is required to grant to enable the Crown to comply with clause 4.7 of attachment 7.6 of the deed of settlement.
- (2) An easement granted pursuant to subsection (1) is enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

#### **42 Delegation**

*Amendment(s) incorporated in the Act(s).*

## **Part 8 Transfer of assets—General**

#### **43 Purpose of this Part**

The purpose of this Part is to provide for the legislative matters contemplated by section 8 (transfer of assets—general) of the deed of settlement.

#### **44 Interpretation**

In this Part, **commercial settlement property** means a settlement property which is to be, or which Te Rūnanga o Ngāi Tahu may select to be, transferred to a Ngāi Tahu recipient pursuant to sections 4 to 6 and section 8 of the deed of settlement.

#### **45 Certain dispositions not subdivisions**

Nothing in section 11 and Part 10 of the Resource Management Act 1991 applies to—

- (a) the transfer of a commercial settlement property for the purpose of giving effect to the deed of settlement; or
- (b) the lease of a commercial settlement property; or
- (c) any matter incidental to, or required for the purpose of, a transfer or lease of a commercial settlement property for the purpose of giving effect to the deed of settlement.

#### **46 Issue of certificates of title**

Where the fee simple estate in any commercial settlement property for which no certificate of title has been issued under the Land Transfer Act 1952—

- (a) is vested in, or held by, the Crown; but
- (b) is to be acquired by, or transferred to, a Ngāi Tahu recipient pursuant to the deed of settlement,—

then, notwithstanding any other enactment or rule of law, the Registrar must, at the request of the Commissioner of Crown Lands and after completion of such survey (if any) as may be necessary, issue a certificate of title under the Land Transfer Act 1952 for the fee simple estate in the commercial settlement property in the name of the Crown, and that certificate of title is subject to, and has the benefit of, any relevant easements, encumbrances, restrictions, and other interests, details of which must be set out in the request of the Commissioner.

Section 46: amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

## Part 9

### Right of first refusal

#### 47 Purpose of this Part

The purpose of this Part is to provide for the legislative matters contemplated by section 9 (rights of first refusal) of the deed of settlement.

#### 48 Interpretation

- (1) In this Part, unless the context otherwise requires,—

**attempt to dispose of relevant land** means—

- (a) to make an offer to dispose of relevant land to another person; or
- (b) to encourage or invite another person to make an offer to take a disposal of relevant land; or
- (c) to encourage or invite another person to express an interest in taking a disposal of relevant land; or
- (d) to make a counter offer to, or negotiate with, another person about any offer to take a disposal of relevant land

**benchmark terms** means the more favourable of the following sets of terms:

- (a) the terms set out in a disposal notice or a notice given pursuant to section 65; or
- (b) the terms of the last of any written offers subsequently made by Te Rūnanga o Ngāi Tahu during the 1-month period specified in section 66

**Crown** has the same meaning as in section 2(1) of the Public Finance Act 1989

**Crown body**—

- (a) means the Crown (whether acting through a Minister of the Crown or otherwise), a Crown entity, a State enterprise, a mixed ownership model

company, or a company that is wholly-owned by a Crown entity, a State enterprise, or a mixed ownership model company; and

- (b) includes—
  - (i) trustees to which section 50(j) applies; and
  - (ii) any person to whom section 50(m) applies

**Crown entity** has the same meaning as in section 2(1) of the Public Finance Act 1989; and includes the New Zealand Railways Corporation

**disposal notice** means a notice given pursuant to section 56(1)(b)(iii)

**dispose of relevant land**—

- (a) means—
  - (i) to transfer the estate in fee simple of relevant land; or
  - (ii) to assign, transfer, or surrender a lease of relevant land if the unexpired term of the lease (including rights of renewal or extensions, whether in the lease or granted separately) is, or could be, for 50 years or longer; or
  - (iii) to grant a lease of relevant land if the term of the lease (including rights of renewal or extensions, whether in the lease or granted separately) is, or could be, for 50 years or longer; or
  - (iv) in the case of Landcorp Farming Limited or a company that is wholly-owned by Landcorp Farming Limited, to assign the right to receive any instalments payable under section 65 of the Land Act 1948 in respect of any relevant land; but
- (b) does not include the vesting of a reserve—
  - (i) under section 26 or section 26A of the Reserves Act 1977; or
  - (ii) under another Act, if—
    - (A) the reserve is vested in another person to hold and administer as a reserve under the Reserves Act 1977; and
    - (B) the reserve would revert in the Crown if its status as a reserve were subsequently revoked

**lease** includes a concession in the form of a lease, and any right that grants exclusive possession

**mixed ownership model company** has the same meaning as in section 45P of the Public Finance Act 1989

**public valuer** has the same meaning as in section 2 of the Valuers Act 1948

**relevant land** means—

- (a) that land of The Power Company Limited described in Schedule 5:
- (b) the land in the Ngāi Tahu claim area that on 21 November 1997 was, and on the commencement of this Act, still is,—

- (i) vested in the Crown or held by the Crown under any Act; or
- (ii) vested in another person under section 26 or section 26A of the Reserves Act 1977; or
- (iii) vested in another person under another Act, if—
  - (A) the land is vested in another person to hold and administer as a reserve under the Reserves Act 1977; and
  - (B) the land would revert in the Crown if its status as a reserve were subsequently revoked:
- (c) the land in the Ngāi Tahu claim area in respect of which the registered proprietor, or the person entitled to be the registered proprietor, of an estate in fee simple or of a leasehold estate in respect of a lease the unexpired term of which (including rights of renewal or of extensions, whether in the lease or granted separately) is, or could be, for 50 years or longer, was on 21 November 1997 and, on the commencement of this Act, still is—
  - (i) a Crown health enterprise; or
  - (ii) a Crown research institute; or
  - (iii) an institution established under subpart 3 of Part 4 of the Education and Training Act 2020; or
  - (iv) Landcorp Farming Limited or a company that is wholly-owned by Landcorp Farming Limited; or
  - (v) the New Zealand Fire Service Commission; or
  - (vi) New Zealand Transport Agency:
- (d) land forming the consideration or part consideration for a disposal referred to in section 50(g) or (k); and
- (e) land included in the processes set out in sections 5 to 7 of the deed of settlement other than—
  - (i) land that Te Rūnanga o Ngāi Tahu acquires pursuant to those processes; and
  - (ii) land in respect of which the Office of Treaty Settlements is the Vendor Agency specified in the last column of attachment 5.1 of the deed of settlement

**special land** means relevant land that is classified as special land pursuant to section 58(1) or section 63(1)

**special land notice** means a notice given pursuant to section 56(1)(b) containing the certificate referred to in section 56(1)(b)(iv)

**working day** means any day other than:

- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day; and
  - (ab) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
  - (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year.
- (2) For the purposes of this Part, terms of disposal or of a contract or offer to dispose of relevant land are more favourable compared to other terms of disposal or of a contract or offer to dispose of relevant land if, from a purchaser's point of view, the first-mentioned terms of disposal or of the contract or offer to dispose of the relevant land (taken as a whole and including price) are more favourable compared to the second-mentioned terms of disposal or the contract or offer to dispose of the relevant land (taken as a whole and including price).

Section 48(1) **dispose of relevant land** paragraph (a)(iv): amended, on 12 April 2001, by clause 4 of the State-Owned Enterprises (Landcorp Farming Limited) Order 2001 (SR 2001/23).

Section 48(1) **Crown body** paragraph (a): amended, on 30 June 2012, by section 11 of the Public Finance (Mixed Ownership Model) Amendment Act 2012 (2012 No 45).

Section 48(1) **mixed ownership model company**: inserted, on 30 June 2012, by section 11 of the Public Finance (Mixed Ownership Model) Amendment Act 2012 (2012 No 45).

Section 48(1) **relevant land** paragraph (c)(iii): amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Section 48(1) **relevant land** paragraph (c)(iv): amended, on 12 April 2001, by clause 4 of the State-Owned Enterprises (Landcorp Farming Limited) Order 2001 (SR 2001/23).

Section 48(1) **relevant land** paragraph (c)(vi): amended, on 1 August 2008, by section 50(1) of the Land Transport Management Amendment Act 2008 (2008 No 47).

Section 48(1) **working day** paragraph (a): replaced, on 12 April 2022, by wehenga 7 o Te Ture mō te Hararei Tūmatanui o te Kāhui o Matariki 2022/section 7 of the Te Kāhui o Matariki Public Holiday Act 2022 (2022 No 14).

Section 48(1) **working day** paragraph (ab): inserted, on 1 January 2014, by section 8 of the Holidays (Full Recognition of Waitangi Day and ANZAC Day) Amendment Act 2013 (2013 No 19).

#### **49 Relevant land not to be disposed of except in accordance with this Part**

A Crown body (or a body that was a Crown body on 21 November 1997 or, if later, on the date which the body first acquired the relevant land concerned) must not dispose of or attempt to dispose of any relevant land except in accordance with this Part.

#### **50 Exceptions**

Section 49 does not apply to the disposal or attempted disposal of relevant land to—

- (a) another Crown body; or

- (b) Te Rūnanga o Ngāi Tahu or another person to give effect to the deed of settlement; or
- (c) a person who is entitled to receive an offer made pursuant to:
  - (i) section 564(3) of the Education and Training Act 2020; or
  - (ii) section 23(1) or section 24(4) of the New Zealand Railways Corporation Restructuring Act 1990; or
  - (iii) section 40 of the Public Works Act 1981 or that section as applied by any other Act; or
- (d) the existing tenant of a house on relevant land that is—
  - (i) land held on 21 November 1997 for education purposes by the Crown; or
  - (ii) land held by a Crown body which, on 21 November 1997, had a policy under which houses that are to be sold are first offered for purchase by the existing tenants; or
- (e) a person who, immediately before the disposal, holds a legal right created on or before 21 November 1997 to purchase the land or to be granted a lease of the land or be offered the opportunity to purchase or lease the land; or
- (f) a person who, immediately before the disposal, holds a legal right created on or before 21 November 1997 to purchase the land under the terms of any gift, endowment, or trust relating to the land, or pursuant to any Act or rule of law; or
- (g) a person to whom the land is being disposed of pursuant to—
  - (i) section 16A of the Conservation Act 1987; or
  - (ii) section 24E of the Conservation Act 1987; or
  - (iii) section 15 of the Reserves Act 1977; or
  - (iv) an Act of Parliament that—
    - (A) excludes the land from a national park within the meaning of the National Parks Act 1980; and
    - (B) authorises the land to be disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987 or the National Parks Act 1980 or the Reserves Act 1977; or
- (h) a person to whom the relevant land is being disposed of pursuant to section 93(4) of the Land Act 1948; or
- (i) a person who was, prior to the date of disposal, the lessee of the relevant land under a lease granted pursuant to—
  - (i) section 66 of the Land Act 1948 on or before 21 November 1997; or

- (ii) section 67 of the Land Act 1948 on or before 21 November 1997 and administered by the Commissioner of Crown Lands, being those leases described in Schedule 6; or
- (iii) section 93(4) of the Land Act 1948; or
- (j) a trustee of a community trust the object or principal object of which is to provide, or arrange for the provision of, services within the meaning of the Pae Ora (Healthy Futures) Act 2022; or
- (k) a person to whom the land is being disposed of under—
  - (i) section 117(3) of the Public Works Act 1981 other than under the words “may be dealt with as Crown land under the Land Act 1948” in paragraph (b) of the subsection; or
  - (ii) section 119(2)(a) of the Public Works Act 1981; or
- (l) a person to whom the land is being disposed of by way of gift for charitable purposes; or
- (m) a person that is a port company (as defined in the Port Companies Act 1988) to which the relevant land (being land in a coastal marine area) is being disposed of pursuant to section 355(3) of the Resource Management Act 1991 for purposes essential to the operation of a port.

Section 50(c)(i): amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Section 50(j): amended, on 1 July 2022, by section 104 of the Pae Ora (Healthy Futures) Act 2022 (2022 No 30).

## 51 Notice of excepted transactions

- (1) The Crown body or other body concerned must give written notice to Te Rūnanga o Ngāi Tahu of a disposal of relevant land that section 50 applies to—
  - (a) providing, in relation to the relevant land concerned, the information specified in section 53(a); and
  - (b) identifying the person to whom the land is being disposed of; and
  - (c) specifying the reasons why section 50 applies to the disposal.
- (2) A notice pursuant to subsection (1) must be given,—
  - (a) in the case of a disposal effected by a licensee paying off the whole of the purchase money under section 65(7) of the Land Act 1948, on the next working day after the disposal; and
  - (b) in all other cases, not later than 10 working days before the disposal.

## 52 Preliminary notice

A Crown body (or a body that was a Crown body on 21 November 1997 or, if later, on the date on which the body first acquired the relevant land concerned) must give written notice to Te Rūnanga o Ngāi Tahu that it is considering the disposal of relevant land if—

- (a) the body has commenced the process of identifying whether or not it has obligations to any person as specified in section 50(c) to (f); or
- (b) has, by its action, demonstrated that it is considering whether to dispose of the relevant land.

### **53 Contents of preliminary notice**

A notice given pursuant to section 52 must—

- (a) provide—
  - (i) a legal description of the land, including its certificate of title (if it has one); and
  - (ii) the postal address of the land; or
  - (iii) if the land does not have a postal address, a narrative or diagrammatic description of the land containing sufficient information for a person who was not previously familiar with the land to locate and inspect the land; and
- (b) specify an address and fax number (if applicable) to either of which notices and communications can be sent for the purposes of this Part.

### **54 Preliminary notice not to imply obligation pursuant to other Acts**

The giving of a notice pursuant to section 52 does not, of itself, mean that an obligation has arisen pursuant to—

- (a) section 564(3) of the Education and Training Act 2020; or
- (b) section 23(1) or section 24(4) of the New Zealand Railways Corporation Restructuring Act 1990; or
- (c) section 40 of the Public Works Act 1981 or that section as applied by any other enactment.

Section 54(a): amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

### **55 Te Rūnanga o Ngāi Tahu may waive its rights pursuant to this Part**

- (1) Te Rūnanga o Ngāi Tahu may, by notice in writing to the Crown body or other body concerned, waive its rights to acquire, in accordance with this Part, the relevant land specified in the notice.
- (2) A notice given pursuant to subsection (1) may be given at any time after the date on which Te Rūnanga o Ngāi Tahu receives a notice pursuant to section 52.
- (3) On and from the date on which the Crown body or other body concerned receives a notice pursuant to subsection (1), this Part ceases to apply to the relevant land specified in the notice.



- (4) Te Rūnanga o Ngāi Tahu may, by notice in writing to the Crown body or other body concerned, waive its rights in respect of any disposal or attempted disposal.
- (5) A notice given pursuant to subsection (4) may be given at any time after the date on which Te Rūnanga o Ngāi Tahu receives a notice pursuant to section 56(1)(b).
- (6) On and from the date on which the Crown body or other body concerned receives a notice pursuant to subsection (4), this Part ceases to apply to the disposal or attempted disposal referred to in that notice.

### **56 Notice to be given before attempted disposal of relevant land**

- (1) A Crown body or other body concerned must, before attempting to dispose of relevant land,—
  - (a) if it has not given a notice pursuant to section 52, give a notice that contains, in relation to the relevant land concerned, the information specified in section 53; and
  - (b) unless—
    - (i) it receives a notice pursuant to section 55(1) within 10 working days after receipt by Te Rūnanga o Ngāi Tahu of a notice pursuant to section 52 or subsection (1)(a); or
    - (ii) it has received a written notice from Te Rūnanga o Ngāi Tahu that Te Rūnanga o Ngāi Tahu agrees that the relevant land is special land,—

give written notice to Te Rūnanga o Ngāi Tahu which provides, in relation to the relevant land concerned, the information specified in section 53(a); and which
    - (iii) offers to dispose of the relevant land to Te Rūnanga o Ngāi Tahu at the price and on the terms and conditions set out in the notice; or
    - (iv) includes a certificate complying with subsection (2).
- (2) A certificate given pursuant to subsection (1)(b)(iv) must be given by a public valuer and state that, in the opinion of the public valuer, the relevant land is a property in respect of which a prudent vendor (intending to obtain the market price, terms and conditions for the property) would not make an offer to sell the property to another person based only on the public valuer's assessment of that price because—
  - (a) there is insufficient comparable sales evidence; or
  - (b) the public valuer cannot, without a reasonable doubt, determine—
    - (i) the highest and best use of the property; or
    - (ii) the class of potential purchasers,—

and that the property should therefore be treated as special land for the purposes of this Part.

- (3) In relation to a proposed assignment of the right to receive any instalments payable pursuant to section 65 of the Land Act 1948, the Crown body or other body concerned may give only a disposal notice and not a special land notice.

#### **57 Procedure for determination of special land**

Sections 58 to 63 apply if the Crown body or other body concerned gives a special land notice.

#### **58 Relevant land becomes special land by agreement**

- (1) If, within 3 working days after receipt by Te Rūnanga o Ngāi Tahu of a special land notice, the Crown body or other body concerned does not receive written notice from Te Rūnanga o Ngāi Tahu disputing the special land notice or if Te Rūnanga o Ngāi Tahu has given the Crown body or other body concerned written notice agreeing that the relevant land is special land, the relevant land is special land for the shorter of the periods specified in subsection (2) and sections 64 and 65 apply.
- (2) The periods are—
- (a) the period of 2 years commencing on and from the date which is the sooner of—
- (i) 3 working days after receipt by Te Rūnanga o Ngāi Tahu of the special land notice; or
- (ii) the date on which Te Rūnanga o Ngāi Tahu otherwise gives written notice that it agrees that the relevant land is special land; and
- (b) the period of 10 months after the date of receipt by Te Rūnanga o Ngāi Tahu of a notice given pursuant to section 65.

#### **59 Appointment of public valuer**

If the Crown body or other body concerned receives a notice disputing a special land notice, the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu must attempt to appoint jointly a public valuer to determine whether or not the relevant land concerned is special land.

#### **60 Request to President of New Zealand Institute of Valuers to appoint public valuer**

If, within 3 working days after receipt by the Crown body or other body concerned of the notice specified in section 59, a public valuer has not been appointed pursuant to section 59, the Crown body or other body concerned or Te Rūnanga o Ngāi Tahu may request the President of the New Zealand Institute of Valuers to appoint a public valuer to determine whether or not the relevant land concerned is special land.

**61 Appointment of public valuer by President of New Zealand Institute of Valuers**

As soon as practicable after receiving the request, the President of the New Zealand Institute of Valuers (or the President's nominee) must appoint a public valuer who is suitably experienced and independent, and immediately notify the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu of that appointment.

**62 Determination by public valuer**

- (1) A public valuer is properly appointed pursuant to section 59 or section 61 only if the public valuer has, in writing, accepted the appointment on the basis that such appointment requires the public valuer to comply with the provisions of this Part relevant to the public valuer's appointment.
- (2) A public valuer appointed pursuant to section 59 or section 61 must, within 5 working days after being appointed, determine whether or not the relevant land is special land.
- (3) The public valuer must, before making his or her determination, provide the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu with the opportunity to make submissions, but only if this does not have, in the public valuer's opinion, the effect of extending the 5-working day period referred to in subsection (2).
- (4) On making a determination, the public valuer must immediately give notice in writing to the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu of that determination.
- (5) If requested by the Crown body or other body concerned or Te Rūnanga o Ngāi Tahu at any time within 5 working days after notification of the determination, the public valuer must give written reasons for the determination and the party making the request must pay the public valuer's reasonable fees and costs for giving such reasons.

**63 Relevant land becomes special land by determination of public valuer**

- (1) If the public valuer determines that the relevant land is special land, the land is special land for the shorter of the following periods:
  - (a) the period of 2 years commencing on the day after the date of notification to Te Rūnanga o Ngāi Tahu of the determination:
  - (b) the period of 10 months after the date of receipt by Te Rūnanga o Ngāi Tahu of a notice given pursuant to section 65,—and sections 64 and 65 apply.
- (2) If the public valuer determines that the relevant land is not special land, the Crown body or other body concerned must not give a special land notice during the period of 2 years commencing on the day after the date of notification to Te Rūnanga o Ngāi Tahu of the determination.

**64 Attempted disposal of special land permitted**

A Crown body or other body concerned may attempt to dispose of special land, but must not—

- (a) dispose of the special land except in accordance with any of sections 72, 73, 80, and 83; or
- (b) enter into an agreement or dispose of the special land, unless the agreement is expressed to be conditional on—
  - (i) the Crown body or other body concerned first complying with sections 65 and 67; and
  - (ii) section 72 or section 80 applying.

**65 Notice to Te Rūnanga o Ngāi Tahu before disposal**

- (1) A Crown body or other body concerned must, before disposing of any special land, give written notice to Te Rūnanga o Ngāi Tahu.
- (2) The notice must—
  - (a) provide, in relation to the special land concerned, the information specified in section 53(a); and
  - (b) state the price and other proposed terms and conditions of disposal; and
  - (c) offer to dispose of the special land to Te Rūnanga o Ngāi Tahu at that price and on those terms and conditions.

**66 Acceptance by Te Rūnanga o Ngāi Tahu**

Where, within 1 month after the date on which Te Rūnanga o Ngāi Tahu receives a disposal notice or a notice pursuant to section 65 from a Crown body or other body concerned, Te Rūnanga o Ngāi Tahu—

- (a) accepts the offer set out in the notice by giving written notice of acceptance to the Crown body or other body concerned; or
- (b) otherwise agrees with the Crown body or other body concerned in writing to purchase the land concerned,—

a contract for the sale and purchase of that land is thereby constituted between the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu and that contract may be enforced accordingly.

**67 Negotiation in good faith**

During the 1-month period specified in section 66, the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu and their respective representatives must negotiate in good faith to attempt to conclude an agreement for sale and purchase of the relevant land.

**68 Certain obligations not implied**

Section 67 does not require—

- (a) Te Rūnanga o Ngāi Tahu to make an offer or accept an offer made to it in a disposal notice or pursuant to section 65 or during the negotiations referred to in section 67; or
- (b) the Crown body or other body concerned—
  - (i) to make any other offer; or
  - (ii) to accept any offer made to it during the negotiations referred to in section 67; or
  - (iii) to alter its judgment that any existing agreement entered into pursuant to section 64(b) is not more favourable than any such offer; or
- (c) the Crown body or other body concerned or Te Rūnanga o Ngāi Tahu to act in a manner that is inconsistent with their respective commercial interests.

#### **69 Non-acceptance by Te Rūnanga o Ngāi Tahu**

If a contract for the sale and purchase of the relevant land concerned has not been constituted pursuant to section 66 and the Crown body or other body concerned has complied with section 67, the Crown body or other body concerned—

- (a) may, at any time during the period of 9 months after the expiry of 1 month after the date of receipt by Te Rūnanga o Ngāi Tahu of the disposal notice or a notice pursuant to section 65, attempt to dispose of the land if the terms of the disposal are not more favourable than the benchmark terms, but must not—
  - (i) effect a disposal of the land except in accordance with any of sections 72, 73, 80, and 83; or
  - (ii) enter into an agreement to dispose of the land unless that agreement is expressed to be conditional on section 73 or section 80 applying; and
- (b) must not dispose of, or attempt to dispose of, the land (whether or not it is special land), after the expiry of that 9-month period without first complying in full with the requirements of this Part.

#### **70 Notice to Te Rūnanga o Ngāi Tahu of agreement subject to section 64(b)**

If a Crown body or other body concerned enters into an agreement subject to section 64(b), the Crown body or other body concerned may give written notice to Te Rūnanga o Ngāi Tahu of the agreement and, in that notice, disclose the terms of the agreement, and must give such notice before giving effect to the agreement for the purpose of section 72.

**71 Notice to Te Rūnanga o Ngāi Tahu of agreement subject to section 69(a)(ii)**

Immediately after entering into an agreement that is subject to section 69(a)(ii), the Crown body or other body concerned must give written notice to Te Rūnanga o Ngāi Tahu of the agreement and, in that notice, disclose the terms of the agreement.

**72 Disposal if no notice from Te Rūnanga o Ngāi Tahu in respect of notice pursuant to section 70**

- (1) If the Crown body or other body concerned does not receive, in accordance with subsection (2), written notice from Te Rūnanga o Ngāi Tahu stating that, in Te Rūnanga o Ngāi Tahu's opinion, the terms of the agreement that is subject to section 64(b) are more favourable than the benchmark terms, the Crown body or other body concerned may dispose of the relevant land in accordance with the agreement.
- (2) For the purposes of subsection (1), the notice must be received within the later of—
  - (a) 3 working days after receipt by Te Rūnanga o Ngāi Tahu of the notice referred to in section 70; and
  - (b) 3 working days after the expiry of the 1 month specified in section 66.

**73 Disposal if no notice from Te Rūnanga o Ngāi Tahu in respect of notice pursuant to section 71**

If, within 3 working days after receipt by Te Rūnanga o Ngāi Tahu of a notice pursuant to section 71, the Crown body or other body concerned does not receive written notice from Te Rūnanga o Ngāi Tahu stating that, in its opinion, the terms of the agreement are more favourable than the benchmark terms, the Crown body or other body concerned may dispose of the relevant land in accordance with the terms of that agreement as disclosed to Te Rūnanga o Ngāi Tahu.

**74 Application of sections 75 to 83**

If the Crown body or other body concerned receives a notice pursuant to section 72 or section 73 within the periods specified in those sections, sections 75 to 83 apply.

**75 Appointment of independent person**

The Crown body or other body concerned and Te Rūnanga o Ngāi Tahu must attempt to appoint jointly a suitably qualified and experienced independent person to determine whether or not the terms of the agreement are more favourable than the benchmark terms.

**76 Failure to agree on appointment**

- (1) If, within 2 working days after receipt by the Crown body or other body concerned of the notice referred to in section 72 or section 73, the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu cannot agree on the independent person to be appointed pursuant to section 75,—
  - (a) if the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu can agree on another person to make the appointment, the Crown body or other body concerned must request that person to appoint an independent person to determine whether or not the terms of the agreement are more favourable than the benchmark terms; or
  - (b) if the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu cannot agree on another person to make the appointment or that person has not accepted appointment, the Crown body or other body concerned must request the President of the New Zealand Law Society to appoint an independent person to determine whether or not the terms of the agreement are more favourable than the benchmark terms.
- (2) A person is properly appointed pursuant to subsection (1) only if the person has accepted that the appointment requires the person to comply with section 77.

**77 Appointment of independent person by another person or President of New Zealand Law Society**

After receipt of the request, the person agreed pursuant to section 76(1)(a) or the President of the New Zealand Law Society (or his or her nominee), as the case may be, must as soon as practicable appoint a suitably qualified and experienced independent person, and immediately notify the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu of that appointment.

**78 Determination by independent person**

- (1) An independent person is properly appointed pursuant to section 75 or section 77 only if the person has, in writing, accepted the appointment on the basis that such appointment requires the person to comply with the provisions of this Part relevant to the person's appointment.
- (2) The independent person appointed pursuant to section 75 or section 77 must, within 5 working days after being appointed, determine whether or not the terms of the agreement are more favourable than the benchmark terms.
- (3) The independent person must, before making a determination, provide the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu with the opportunity to make submissions, but only if this does not have the effect, in the independent person's opinion, of extending the 5-working day period referred to in subsection (2).

- (4) On making a determination, the independent person must immediately give notice in writing to the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu of that determination.
- (5) If requested by the Crown body or other body concerned or Te Rūnanga o Ngāi Tahu at any time within 5 working days after notification of the determination, the independent person must give written reasons for the determination and the party making the request must pay the independent person's reasonable fees and costs for giving such reasons.

### **79 Early appointment of independent person**

- (1) The Crown body or other body concerned or Te Rūnanga o Ngāi Tahu may, at any time after the date of a notice given pursuant to section 56 in respect of any relevant land, require, by notice to the other of them, the appointment of an independent person pursuant to sections 75 to 77 in anticipation of a possible future reference to such a person pursuant to section 75.
- (2) If a notice is given pursuant to subsection (1), sections 75 to 77 apply, and any reference pursuant to section 75 that occurs within 9 months after the appointment must be to the person so appointed unless, before the date of the reference, the Crown body or other body concerned or Te Rūnanga o Ngāi Tahu has given notice to the other withdrawing its approval of the person so appointed.
- (3) For the purposes of section 78, the date of appointment of a person appointed pursuant to this section is deemed to be the date of the reference pursuant to subsection (2).

### **80 Disposal permitted if terms not more favourable**

If the independent person appointed pursuant to section 75 or section 77 determines that the terms of the agreement are not more favourable than the benchmark terms, the Crown body or other body concerned may dispose of the relevant land in accordance with the agreement.

### **81 Application of sections 82 and 83 if terms more favourable**

If the independent person's determination is that the terms of the agreement are more favourable than the benchmark terms, sections 82 and 83 apply.

### **82 Te Rūnanga o Ngāi Tahu may give notice to purchase**

- (1) If, within 5 working days after receipt by Te Rūnanga o Ngāi Tahu of the independent person's determination, the Crown body or other body concerned receives a notice from Te Rūnanga o Ngāi Tahu stating that it wishes to purchase the relevant land concerned on the terms of the agreement, the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu are deemed to have entered into an agreement for sale and purchase of the land, and the agreement is enforceable as a contract.



- (2) The date on which the parties must settle under the contract is 10 working days after the date on which the Crown body or other body concerned receives a notice pursuant to subsection (1) or such later date as may have been specified in the agreement which was determined to have been on more favourable terms.

**83 Disposal permitted if no notice received**

If the Crown body or other body concerned does not receive a notice in accordance with section 82, the Crown body or other body concerned may dispose of the relevant land concerned in accordance with the agreement.

**84 Re-offer required**

Where a Crown body or other body concerned—

- (a) has offered to sell any relevant land to Te Rūnanga o Ngāi Tahu in a disposal notice or a notice pursuant to section 65; and
- (b) proposes to offer that land for sale again, but on terms more favourable to the purchaser than the terms of the first offer,—

the Crown body or other body concerned may do so only if it first offers the land for sale on the more favourable terms to Te Rūnanga o Ngāi Tahu in a disposal notice or a notice pursuant to section 65; and sections 66 to 83 and this section apply to the offer.

**85 This Part not to affect or derogate from certain rights and restrictions**

Nothing in this Part affects or derogates from, and the rights and obligations created by this Part are subject to,—

- (a) the terms of any gift, endowment, or trust existing on 21 November 1997 and relating to relevant land or any improvements on that land; and
- (b) the rights of any holders of mortgages over, or of security interests in, relevant land or any improvements on that land; and
- (c) any other enactment or rule of law that must be complied with before relevant land is disposed of; and
- (d) any feature of the title to any relevant land that prevents or limits a Crown body's or other body's right to transfer the land or any improvements on the land; and
- (e) any legal requirement that limits a Crown body's or other body's ability to sell or otherwise dispose of any relevant land or any improvements on that land and which the Crown body or other body cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, taking reasonable steps does not include initiating a change in the law).

**86 This Part not to affect or derogate from certain disposal rights**

Subject to sections 87 and 88, nothing in this Part affects or derogates from the right of a Crown body to sell or otherwise dispose of another Crown body, or requires a Crown body to offer to Te Rūnanga o Ngāi Tahu any Crown body that is to be sold or otherwise disposed of.

**87 Interpretation**

In section 88, unless the context otherwise requires,—

**acquired land** means the relevant land referred to in section 88(1)

**change of control**, in relation to a new Crown owner, means any act, omission, or arrangement by a Crown body resulting in a person other than a Crown body having effective control of the new Crown owner, but does not include—

- (a) any such act, omission, or arrangement that Te Rūnanga o Ngāi Tahu has given its prior written approval to; or
- (b) for the avoidance of doubt, any change in the political party or parties constituting the New Zealand Government

**effective control**, in relation to a new Crown owner, means—

- (a) the legal and beneficial, or beneficial, ownership or direct or indirect control by any person of any of the shares in the new Crown owner or of any holding company of the new Crown owner that—
  - (i) amount to more than 50% of the issued shares of the new Crown owner (other than shares that carry no right to participate beyond a specified amount in a distribution of either profits or capital); or
  - (ii) enable that person to exercise, or control the exercise of, more than 50% of the maximum number of votes that can be exercised at a general meeting of the new Crown owner; or
  - (iii) enable that person to control the composition of the board of directors of the new Crown owner; or
  - (iv) entitle that person to receive more than 50% of every dividend paid on shares issued by the new Crown owner that carry no right to participate beyond a specified amount in a distribution of either profits or capital; or
- (b) the power to govern the financial and operating policies of the new Crown owner for the purpose of obtaining the benefits or the risks, or both, normally associated with ownership

**holding company** has the meaning given to it in the Companies Act 1993

**new Crown owner** means a Crown body to which the relevant land has been disposed and to which section 50(a) applies

**subsidiary** has the meaning given to it in the Companies Act 1993.

**88 Change of control of new Crown owner to which relevant land has been transferred**

- (1) This section applies if a Crown body disposes of any relevant land to a new Crown owner that is a subsidiary of the Crown body or a subsidiary of the Crown body's holding company and a change of control occurs during the year after the date of disposal.
- (2) The new Crown owner, on becoming aware of that change of control, must immediately give Te Rūnanga o Ngāi Tahu—
  - (a) notice of the change of control; and
  - (b) an irrevocable offer to dispose of the acquired land on such terms and conditions (including price) to be determined pursuant to subsections (6) to (15).
- (3) If the new Crown owner fails to comply with subsection (2), Te Rūnanga o Ngāi Tahu, acting on behalf of the new Crown owner, no later than 20 working days after the date on which Te Rūnanga o Ngāi Tahu became aware of the change of control, may prepare an offer and give a copy to the new Crown owner which offers to sell the acquired land to Te Rūnanga o Ngāi Tahu. The offer prepared by Te Rūnanga o Ngāi Tahu must be unconditional and must be for all of the acquired land on terms and conditions (including price) to be determined pursuant to subsections (6) to (15).
- (4) If Te Rūnanga o Ngāi Tahu fails to prepare an offer and give a copy to the new Crown owner within the time specified in subsection (3), it will be deemed to have given its written approval to the act, omission, or arrangement that constitutes the change of control.
- (5) Sections 67 and 68 apply to an offer made pursuant to subsection (2)(b) or (3) as if the period referred to in section 67 was the period of 1 month commencing on the date of receipt of the offer.
- (6) If the new Crown owner and Te Rūnanga o Ngāi Tahu agree on all terms and conditions (including price) within that 1-month period, then the new Crown owner and Te Rūnanga o Ngāi Tahu are deemed to have entered into an agreement for sale and purchase on those terms and conditions (including price), and the agreement is enforceable as a contract.
- (7) If the new Crown owner and Te Rūnanga o Ngāi Tahu cannot agree on all the terms and conditions (including price) by the end of the 1-month period then—
  - (a) Te Rūnanga o Ngāi Tahu may, within a further period of 5 working days, refer any matter that is not agreed to arbitration in accordance with subsections (11) to (15); and
  - (b) once the terms and conditions (including price) have been agreed or determined by arbitration, Te Rūnanga o Ngāi Tahu must, if it wishes to accept the offer so determined, give notice to the new Crown owner of its acceptance of the offer within 5 working days after notice of the

determination of the arbitrator has been given to Te Rūnanga o Ngāi Tahu.

- (8) If Te Rūnanga o Ngāi Tahu gives such notice of acceptance to the new Crown owner, then the new Crown owner and Te Rūnanga o Ngāi Tahu are deemed to have entered into an agreement for sale and purchase on those terms and conditions (including price), and the agreement is enforceable as a contract.
- (9) Subsection (10) applies if,—
  - (a) at the end of the 5-working day period specified in subsection (7)(a), the new Crown owner and Te Rūnanga o Ngāi Tahu have not agreed on all terms and conditions (including price) and Te Rūnanga o Ngāi Tahu has not referred that matter to arbitration; or
  - (b) at the end of the 5-working day period referred to in subsection 7(b), Te Rūnanga o Ngāi Tahu has not notified its acceptance.
- (10) Te Rūnanga o Ngāi Tahu is deemed to have given its written approval to the act, omission, or arrangement referred to in the definition of change of control in section 87, but the requirements of this Part apply to any disposal or attempted disposal of the acquired land by the new Crown owner.
- (11) If the new Crown owner and Te Rūnanga o Ngāi Tahu cannot agree on all terms and conditions (including price) for the offer given pursuant to subsections (2) or (3) and the matters that are not agreed are referred to arbitration pursuant to subsection 7(a), then the arbitration must be conducted in accordance with the Arbitration Act 1996.
- (12) Te Rūnanga o Ngāi Tahu may commence the arbitration referred to in subsection (11) by giving a notice to the new Crown owner.
- (13) The arbitration must be conducted—
  - (a) by 1 arbitrator, if the new Crown owner and Te Rūnanga o Ngāi Tahu can agree on an arbitrator; or
  - (b) failing agreement, by 3 arbitrators, 1 to be appointed by the new Crown owner and 1 to be appointed by Te Rūnanga o Ngāi Tahu and 1 to be appointed by the arbitrators appointed by the new Crown owner and Te Rūnanga o Ngāi Tahu before they begin to consider the dispute.
- (14) The terms of appointment of an arbitrator must include requirements that—
  - (a) the determination must be in the form of a written contract for sale and purchase of the acquired land incorporating all those terms and conditions (including price) that have already been agreed by the parties, if any, and also such other terms and conditions (including price) that would have been agreed by a willing seller with a willing buyer, each with equal bargaining strength and neither having the ability to impose terms on the other; and
  - (b) the determination is made within 20 working days after the appointment of the arbitrator or arbitrators; and

- (c) the arbitrator or arbitrators must immediately notify the parties of the determination; and
  - (d) the arbitrator or arbitrators must not disclose confidential information provided to the arbitrator or arbitrators in the course of the arbitration.
- (15) Te Rūnanga o Ngāi Tahu and the new Crown owner are bound by the award in the arbitration, but nothing in this subsection affects the rights of Te Rūnanga o Ngāi Tahu pursuant to subsection (7)(b).

**89 Public valuer or independent person to be expert**

A public valuer appointed pursuant to section 59 or section 61 or an independent person appointed pursuant to section 75 or section 77 is to be regarded as acting as an expert and not an arbitrator, and nothing in this Part nor his or her appointment is to be regarded as a submission to arbitration or an arbitration agreement, and a public valuer's or an independent person's determination is final and binding on Te Rūnanga o Ngāi Tahu and on the Crown body or other body concerned.

**90 Costs of public valuer pursuant to section 62**

- (1) The cost of the public valuer's determination pursuant to section 62 must be borne equally by the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu unless the public valuer makes a determination pursuant to subsection (2).
- (2) The public valuer may determine that, because of the conduct of the Crown body or other body concerned or Te Rūnanga o Ngāi Tahu, the cost of the determination must be borne as determined by the public valuer.

**91 Costs of independent person pursuant to section 78**

The cost of an independent person's determination pursuant to section 78 must be borne—

- (a) by the Crown body or other body concerned if the determination is that the terms of the agreement with the other person are more favourable than the benchmark terms; or
- (b) by Te Rūnanga o Ngāi Tahu if the determination is that the terms of the agreement with the other person are not more favourable than the benchmark terms.

**92 Notices**

- (1) Any notice or other communication to be given by Te Rūnanga o Ngāi Tahu must be given in writing addressed to the recipient at the address or fax number notified by the recipient pursuant to section 53(b) or any other address or fax number subsequently notified in writing by the recipient to Te Rūnanga o Ngāi Tahu.

- (2) Any notice or other communication to be given to Te Rūnanga o Ngāi Tahu must be given in writing addressed to Te Rūnanga o Ngāi Tahu at its head office or fax number at that address or any other address or fax number subsequently notified by Te Rūnanga o Ngāi Tahu in writing to the person giving the notice.
- (3) Any such notice or other communication may be given by hand, by prepaid post, or by fax.
- (4) A notice or other communication given by hand is deemed to have been received at the same time it was given, but if not given on a working day or given after 5 pm on a working day, the notice or other communication is deemed to have been given on the next working day.
- (5) A notice or other communication given by prepaid post is deemed to have been received on the second working day after posting.
- (6) A notice or other communication given by fax is deemed to have been received on the day of transmission, but if not transmitted on a working day or transmitted after 5 pm on a working day, the notice or other communication is deemed to have been received on the next working day after transmission.

### **93 No further inquiries**

Notwithstanding any other enactment or rule of law, no court or tribunal has jurisdiction to inquire into, or to make any finding or recommendation in respect of—

- (a) a determination made pursuant to any of sections 62, 78, and 90(2); or
- (b) an appointment made pursuant to section 61 or section 77.

### **94 Withdrawal by Crown body**

- (1) This Part does not prevent a Crown body from withdrawing a notice given pursuant to section 52 or section 56.
- (2) A Crown body must comply with this Part if it decides, after withdrawing a notice pursuant to section 52 or section 56, to attempt to dispose of the relevant land.
- (3) This section applies subject to section 88.

### **95 Participation in sales process for relevant land**

- (1) This Part does not prevent any Ngāi Tahu participant from participating in any sales process relating to any relevant land independently of the right of first refusal set out in this Part.
- (2) Te Rūnanga o Ngāi Tahu must give notice to the Crown body or other body concerned if any Ngāi Tahu participant intends to participate in any such sales process.
- (3) If a Ngāi Tahu participant participates in such a sales process, then the Crown body or other body concerned may enter into a contract to dispose of relevant

land and give effect to that contract to the Ngāi Tahu participant without further compliance with this Part, but if the contract does not proceed to settlement for any reason (other than default by the Ngāi Tahu participant), this Part applies to any future disposal or attempted disposal by the Crown body or other body concerned of the relevant land.

- (4) If the Crown body or other body concerned wishes to dispose of the relevant land after a sales process in which a Ngāi Tahu participant has participated, the fact that the Ngāi Tahu participant has participated in the sales process does not affect or derogate from the obligations of the Crown body or other body concerned pursuant to this Part except as provided in subsection (3).
- (5) For the purposes of this section, **Ngāi Tahu participant** means Te Rūnanga o Ngāi Tahu, or any party associated with Te Rūnanga o Ngāi Tahu and any consortium in which Te Rūnanga o Ngāi Tahu or any such associated party is a participant and in respect of which Te Rūnanga o Ngāi Tahu has given notice pursuant to subsection (2).

#### **96 Disposal of more than 1 parcel of land**

- (1) Nothing in this Part prevents a Crown body or other body concerned from attempting to dispose of, or from disposing of, together more than 1 parcel of relevant land, or 1 or more parcels of relevant land together with other land, but this Part applies to any such attempted disposal or disposal.
- (2) For the purposes of this Part, the terms of an agreement with another person to dispose of land that—
  - (a) comprises 1 or more but not all of the parcels of land which were the subject of a disposal notice or a notice pursuant to section 65; and
  - (b) was not itself the subject of a separate disposal notice or notice pursuant to section 65,—

are deemed to be more favourable than the benchmark terms arising out of the disposal notice or the notice given pursuant to section 65.

#### **97 Part ceasing to apply**

This Part ceases to apply to an estate in relevant land if the estate in relevant land—

- (a) is transferred to Te Rūnanga o Ngāi Tahu, pursuant to section 66 or section 82; or
- (b) becomes subject to an agreement for the sale and purchase between the Crown body or other body concerned and Te Rūnanga o Ngāi Tahu and the transfer fails to occur by reason of a default by Te Rūnanga o Ngāi Tahu; or
- (c) is transferred (without breaching this Part) to any person who is not a Crown body.

**98 Noting on certificates of title**

- (1) As soon as reasonably practicable after the date on which this Act comes into force and after the date on which any land subsequently becomes relevant land, the chief executive must issue to the Registrar 1 or more certificates that refer to this section and that identify all the certificates of title and registered leases for the relevant land for which certificates of title have been issued or leases registered at that date.
- (2) As soon as reasonably practicable after the date on which a certificate of title is issued or lease is registered for any relevant land, being a date after this Act comes into force, the chief executive must issue to the Registrar a certificate that identifies the certificate of title or registered lease concerned.
- (3) As soon as reasonably practicable after receiving a certificate from the chief executive pursuant to subsection (1) or subsection (2), the Registrar must, without fee to Te Rūnanga o Ngāi Tahu or the registered proprietor, note on the register copy of the certificate of title to the land or on the register copy of the registered lease to which the certificate from the chief executive relates, the words “Subject to Part 9 of the Ngāi Tahu Claims Settlement Act 1998 (which provides for certain disposals relating to the land to which this certificate of title relates to be offered for purchase or lease to Te Rūnanga o Ngāi Tahu in certain circumstances).”
- (4) It is not necessary for the Registrar to record the entry, referred to in subsection (3), on the duplicate of the certificate of title or registered lease.

Section 98(1): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 98(2): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 98(3): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

**99 Removal of notation**

- (1) Where any relevant land for which a certificate of title has been issued or a lease registered is to be transferred (without breaching this Part) to any person other than a Crown body,—
  - (a) the transferor must notify the chief executive of the transfer; and
  - (b) the chief executive must, before registration of the transfer, issue to the Registrar a certificate stating that the land is to be so transferred and identifying the certificate of title or registered lease concerned.
- (2) On receipt of a certificate pursuant to subsection (1) together with a registrable memorandum of transfer, the Registrar must, before registration of the transfer, without fee to Te Rūnanga o Ngāi Tahu or the registered proprietor, delete by endorsement the words previously noted on the certificate of title or registered lease for the land pursuant to section 98(3).



Section 99(1)(b): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 99(2): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

### **100 Copy of certificate to be sent to Te Rūnanga o Ngāi Tahu**

When the chief executive issues a certificate to the Registrar pursuant to section 98(1) or section 99(1)(b), the chief executive must send a copy of the certificate to Te Rūnanga o Ngāi Tahu.

Section 100: amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

## **Part 10 High country stations**

### **101 Section 10 of deed of settlement**

This Part provides for the legislative matters contemplated by section 10 (high country stations) of the deed of settlement.

### **102 Interpretation**

In this Part,—

**area plan** means the plan attached to the deed of settlement as allocation plan HC 514 (SO 24746 (Otago Land District) and SO 12269 (Southland Land District))

**effective date** means the date on which the station areas, gift areas, and leaseback conservation areas are transferred to Te Rūnanga o Ngāi Tahu pursuant to section 10 of the deed of settlement

**gift areas** means the areas hatched with horizontal lines and coloured pink on the area plan

**leaseback conservation areas** means the areas hatched with diagonal lines and coloured yellow on the area plan

**Mararoa Valley area** means the area identified as the Mararoa Grazing Area on allocation plan HC 523 (SO 24746 (Otago Land District) and SO 12269 (Southland Land District))

**station areas** means the areas hatched with crossed lines and coloured blue on the area plan.

### **103 Notice of effective date**

The Minister in Charge of Treaty of Waitangi Negotiations must, as soon as reasonably practicable after the effective date, give notice of that date in the *Gazette*.

**104 Covenants and easements relating to station areas**

- (1) In this section, **Caples Valley area** and **Greenstone Valley area** mean the areas identified by those names on the area plan.
- (2) The covenants included in the deeds of covenant referred to in clause 10.5.1(a) to (e) of the deed of settlement are deemed to have been entered into pursuant to section 77 of the Reserves Act 1977.
- (3) The easements referred to in clause 10.5.1(f) and (g) of the deed of settlement are deemed to have been acquired by the Minister of Conservation pursuant to section 12 of the Reserves Act 1977.
- (4) Notwithstanding any enactment or rule of law, the covenants to provide public foot access to and over the Caples Valley area and the Greenstone Valley area provided for in the deeds of covenant referred to in clause 10.5.1(a) and clause 10.5.1(b) of the deed of settlement, are legally effective and enforceable by the Crown.

**105 Transfers and leasebacks**

- (1) The Land Act 1948 and any other enactment governing the transfer of land by the Crown and the entry by the Crown into a lease of land do not apply to any of the following:
  - (a) the transfer of land as required by section 10 of the deed of settlement:
  - (b) the taking of a lease of any leaseback conservation area:
  - (c) the giving of effect to clause 6 of the deed of gift referred to in clause 10.3 of the deed of settlement.
- (2) For the avoidance of doubt, the following are dispositions of land by the Crown for the purposes of Part 4A of the Conservation Act 1987:
  - (a) the transfer of land as required by section 10 of the deed of settlement:
  - (b) the giving of effect to clause 6 of the deed of gift referred to in clause 10.3 of the deed of settlement.
- (3) If no certificate of title has been issued under the Land Transfer Act 1952 for land required to be transferred by section 10 of the deed of settlement, then, notwithstanding any other enactment or rule of law, the Registrar must, at the request of the Commissioner of Crown Lands and after completion of such survey (if any) as may be necessary, issue a certificate of title under the Land Transfer Act 1952 for the fee simple estate in the land in the name of the Crown, and that certificate of title is subject to, and has the benefit of, any relevant easements, encumbrances, restrictions, and other interests, details of which must be set out in the request of the Commissioner.

Section 105(3): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

## 106 Subdivisions

Nothing in section 11 and Part 10 of the Resource Management Act 1991 applies to anything done for the purposes of section 10 of the deed of settlement.

## 107 Leaseback conservation areas

- (1) On and from the effective date, the Minister of Conservation holds and manages the leaseback conservation areas as conservation areas pursuant to section 7(2) of the Conservation Act 1987, subject to any lease entered into pursuant to clause 10.7 of the deed of settlement (which is enforceable in accordance with its terms).
- (2) On and from the effective date, the leaseback conservation areas are not rateable under the Local Government (Rating) Act 2002.

Section 107(2): substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

## 108 Concessions and commercial activities

- (1) In this section,—

**commercial activity** means any activity undertaken, or the provision of facilities, by any person with a view to making a profit or charging any fee or deriving any other consideration in relation to the activity or provision; and—

- (a) includes any such activity or provision which has been carried on without a view to making a profit or charging any fee or deriving any other consideration if the terms on which the activity is undertaken or the facilities are provided change so that it is undertaken, or they are provided, with such a view; but—
- (b) does not include any activity described in section 170(4) of the Conservation Act 1987

**Crown commercial activity** means any activity undertaken by the Crown, or the provision of facilities by the Crown, which is a commercial activity, but does not include any activity or provision of facilities for which a reasonable charge is made by the Crown towards recovery of the reasonable expenses incurred in organising the activity or providing the facilities.

- (2) The Minister of Conservation must not grant a concession over any part of the gift areas or the leaseback conservation areas, or over any land which includes any part of the gift areas or the leaseback conservation areas, unless and until Te Rūnanga o Ngāi Tahu gives its written consent (which consent may be given or withheld by Te Rūnanga o Ngāi Tahu in its absolute discretion).
- (3) The Minister of Conservation or other Minister or other representative of the Crown must not grant any permission similar to a concession to carry on a commercial activity over any part of the gift areas or the leaseback conservation areas, or over any land which includes any part of the gift areas or the

- leaseback conservation areas, unless and until Te Rūnanga o Ngāi Tahu gives its written consent (which consent may be given or withheld by Te Rūnanga o Ngāi Tahu in its absolute discretion).
- (4) The Crown must not undertake any Crown commercial activity over any part of the gift areas or the leaseback conservation areas, or over any land which includes any part of the gift areas or the leaseback conservation areas, unless and until Te Rūnanga o Ngāi Tahu gives its written consent (which consent may be given or withheld by Te Rūnanga o Ngāi Tahu in its absolute discretion).
  - (5) Upon receipt of an application for a concession or permission to which subsection (2) or (3) applies, the Minister of Conservation (or other Minister or representative of the Crown) must—
    - (a) refer the application to Te Rūnanga o Ngāi Tahu as soon as reasonably practicable after receipt of the application; and
    - (b) notify the applicant that it has done so; and
    - (c) notify the applicant that the concession or permission cannot be granted, or the relevant activity commenced, without the consent of Te Rūnanga o Ngāi Tahu.
  - (6) The Minister of Conservation may process an application for a concession or permission to which subsection (2) or (3) applies while Te Rūnanga o Ngāi Tahu considers whether it will consent to the granting of the concession or permission but must not publicly notify such an application before the consent of Te Rūnanga o Ngāi Tahu has been given.
  - (7) In addition to the fee charged by the Minister of Conservation for the processing of any application for a concession or permission to which subsection (2) or (3) applies, the Minister of Conservation will charge to the applicant and upon receipt of payment pay to Te Rūnanga o Ngāi Tahu, its fee for processing the request.
  - (8) Te Rūnanga o Ngāi Tahu's fee referred to in subsection (7) must, unless agreed otherwise by the Minister of Conservation and Te Rūnanga o Ngāi Tahu, be an amount equal to 25% of the aggregate of the Minister of Conservation's fee and Te Rūnanga o Ngāi Tahu's fee.
  - (9) Te Rūnanga o Ngāi Tahu's fee—
    - (a) is to be treated as costs to which section 60B(1) of the Conservation Act 1987 applies; and
    - (b) must be paid by the applicant as required under section 60B(1)(c) of that Act; and
    - (c) may be recovered by the Director-General in the manner specified in section 60B(1)(d) of that Act.
  - (10) Part 3B of the Conservation Act 1987 applies to the grant of any concession to which subsection (2) applies, subject to the requirements of this section.

### **109 Conservation management strategies and conservation management plans**

- (1) The Director-General of Conservation must consult with, and have particular regard to the views of, Te Rūnanga o Ngāi Tahu in respect of the preparation of every conservation management strategy or conservation management plan that affects any of the leaseback conservation areas or the gift areas.
- (2) The terms of a conservation management strategy or conservation management plan that affect a leaseback conservation area must, unless Te Rūnanga o Ngāi Tahu and the Director-General agree otherwise, be consistent with the terms of the lease of the leaseback conservation area.
- (3) The terms of a conservation management strategy or conservation management plan that affect a gift area must, unless Te Rūnanga o Ngāi Tahu and the Director-General agree otherwise, be consistent with the terms of the deed of gift referred to in clause 10.3 of the deed of settlement.
- (4) If, at the effective date, a conservation management plan or conservation management strategy to which this section applies has been prepared but not approved by the New Zealand Conservation Authority, the New Zealand Conservation Authority—
  - (a) must either make such amendments to the conservation management plan or conservation management strategy as are necessary to make it comply with subsections (2) and (3), or obtain the agreement of Te Rūnanga o Ngāi Tahu to the inconsistency; and
  - (b) may approve the conservation management plan or conservation management strategy only after it has complied with paragraph (a).

### **110 Ecological monitoring**

- (1) In this section, **Home Hill area** means the area identified by that name on the area plan.
- (2) The Minister of Conservation may do all such things as are necessary or desirable to comply with, and enforce, clause 9 of the grazing licence over Mararoa Valley area and the Home Hill area referred to in clause 10.14.10 of the deed of settlement.

### **111 Easements and licences**

- (1) In this section,—
  - (a) **Elfin Bay area** means the area identified as the site of the Elfin Bay Wharf as shown on allocation plan HC 518 (SO 24746 (Otago Land District) and SO 12269 (Southland Land District)); and
  - (b) **Greenstone Wharf area** means the area identified as the site of the Greenstone Wharf as shown on allocation plan HC 517 (SO 24746 (Otago Land District) and SO 12269 (Southland Land District)).
- (2) The Minister of Conservation may grant—

- (a) the grazing licence referred to in clause 10.8 of the deed of settlement; and
  - (b) the stock access easements referred to in clause 10.9.1 of the deed of settlement; and
  - (c) the licences over the Elfin Bay area and the Greenstone Wharf area referred to in clause 10.11 of the deed of settlement; and
  - (d) the licence and easement over the area around McKellar Lodge referred to in paragraph 7.3 of attachment 10.20 of the deed of settlement.
- (3) The licences and easements referred to in subsection (2) are enforceable in accordance with their terms, notwithstanding Part 3B of the Conservation Act 1987.

### **112 Licences for bridges**

- (1) The Minister of Conservation and the chief executive may grant the licences referred to in clauses 10.9.2 and 10.9.3 of the deed of settlement.
- (2) The licences referred to in subsection (1) are enforceable in accordance with their terms, notwithstanding Part 3B of the Conservation Act 1987.

### **113 Stopping of roads in Mararoa Valley Area**

- (1) In this section, **roads** means all of the roads in the Mararoa Valley Area.
- (2) If the Southland District Council agrees in writing, the roads are stopped.
- (3) The fee simple estate in the roads is vested in Te Rūnanga o Ngāi Tahu.
- (4) The date on which the roads are stopped and the fee simple estate in the roads is vested in Te Rūnanga o Ngāi Tahu by subsections (2) and (3) is the later of—
  - (a) the effective date; or
  - (b) the date on which this Act comes into force pursuant to section 1; or
  - (c) the date on which the chief executive notifies the stopping and vesting of the roads in the *Gazette* pursuant to subsection (5).
- (5) As soon as reasonably practicable after the Southland District Council notifies the chief executive that it agrees to the stopping of the roads by subsection (2), the chief executive must notify in the *Gazette*—
  - (a) the stopping of the roads by subsection (2); and
  - (b) the vesting of the roads by subsection (3).

### **114 Gift duty**

No gift duty is payable by Te Rūnanga o Ngāi Tahu in respect of—

- (a) the transfer of the gift areas by Te Rūnanga o Ngāi Tahu to the Crown under clause 10.3 of the deed of settlement; or
- (b) the lease of the leaseback conservation areas under clause 10.7 of the deed of settlement.

**115 Lake Rere**

On the effective date,—

- (a) the reservation of Lake Rere reserve (as defined in the *Gazette* 1891, page 1050) as a reserve is revoked; and
- (b) the area shown as Lake Rere reserve on the area plan is deemed to be declared as a reserve, and classified as a recreation reserve pursuant to the Reserves Act 1977.

**116 New conservation area**

On the effective date, the area shown on allocation plan HC 528 (SO 24801 (Otago Land District) and SO 12277 (Southland Land District)) as the conservation area is deemed to be a conservation area held for conservation purposes, pursuant to section 7 of the Conservation Act 1987.

**Part 11**  
**Mahinga kai**

*Transfer and vesting of properties*

**117 Purpose of this Part**

The purpose of this Part is to provide for the legislative matters contemplated by section 11 (mahinga kai—transfer and vesting of properties) of the deed of settlement.

**118 Effective date of matters set out in this Part**

Except as expressly provided in this Part, the date on which the matters provided for in this Part take effect is the settlement date.

**119 Interpretation**

In this Part, **maimai** means any hide or shelter for the purpose of game-bird hunting and any wheeled mobile hide or shelter that is parked temporarily for the same purpose (but does not include a portable hide or shelter that is built and removed on the same day).

*Land vested in Te Rūnanga o Ngāi Tahu in fee simple*

**120 Tuku Tuku Iwi vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **Tuku Tuku Iwi** means the land described by that name in Part A of Schedule 7.
- (2) The reservation of Tuku Tuku Iwi as a reserve is revoked.
- (3) The fee simple estate in Tuku Tuku Iwi is vested in Te Rūnanga o Ngāi Tahu.

**121 Te Parinui o Whiti vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section and section 122, **Te Parinui o Whiti** means the land described by that name in Part A of Schedule 7.
- (2) Te Parinui o Whiti ceases to be a conservation area.
- (3) The fee simple estate in Te Parinui o Whiti is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Te Parinui o Whiti described in Part A of Schedule 7.
- (4) For the purposes of section 471, the vesting by subsection (3) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

**122 Access to Te Parinui o Whiti**

- (1) Section 129B of the Property Law Act 1952 does not apply to Te Parinui o Whiti.
- (2) Neither the Crown nor any other person is obliged to provide or facilitate access for Te Rūnanga o Ngāi Tahu to Te Parinui o Whiti.

**123 Sinclair Wetlands vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **Sinclair Wetlands** means the land described by that name in Part A of Schedule 7.
- (2) The fee simple estate in Sinclair Wetlands is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Sinclair Wetlands described in Schedule 7.
- (3) For the purposes of section 471, the vesting by subsection (2) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.
- (4) For the purposes of section 77A of the Reserves Act 1977 only, Sinclair Wetlands is deemed to be Māori land.

**124 Te Waiomākua vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section and in section 177, **Te Waiomākua** means the land described by that name in Part A of Schedule 7.
- (2) The reservation of Te Waiomākua as a reserve is revoked.
- (3) The fee simple estate in Te Waiomākua is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Te Waiomākua described in Part A of Schedule 7.
- (4) For the purposes of section 471, the vesting by subsection (3) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.



**125 Greenpark Huts vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **Greenpark Huts** means the land described by that name in Part A of Schedule 7.
- (2) Greenpark Huts ceases to be a conservation area.
- (3) The fee simple estate in Greenpark Huts is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Greenpark Huts described in Part A of Schedule 7.

**126 Motutapu vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **Motutapu** means the land described by that name in Part A of Schedule 7.
- (2) The fee simple estate in Motutapu is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Motutapu described in Part A of Schedule 7.
- (3) For the purposes of section 471, the vesting by subsection (2) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

**127 Ōkeina (Okains Bay) vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section and sections 128 to 130, **Ōkeina (Okains Bay)** means the land described by that name in Part A of Schedule 7.
- (2) The appointment of Banks Peninsula District Council to control and manage Ōkeina (Okains Bay) as a reserve is revoked.
- (3) The reservation of Ōkeina (Okains Bay) as a reserve is revoked.
- (4) The building on Ōkeina (Okains Bay) known as “Tini Ara Pata” and the fee simple estate in Ōkeina (Okains Bay) are vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Ōkeina (Okains Bay) described in Part A of Schedule 7.

**128 Structures and improvements on Ōkeina (Okains Bay)**

- (1) The ownership of the structures and improvements attached to or on Ōkeina (Okains Bay) is vested in the Banks Peninsula District Council to hold in trust, maintain, and administer for the benefit of the Ōkeina (Okains Bay) community.
- (2) Subsection (1) applies whether or not Ōkeina (Okains Bay) continues to be controlled and managed as if it were a recreation reserve under section 38 of the Reserves Act 1977.
- (3) The Banks Peninsula District Council may replace the structures and improvements on Ōkeina (Okains Bay) if it considers it necessary to do so.
- (4) Subsections (1) to (3) do not apply to the building on Ōkeina (Okains Bay) known as “Tini Ara Pata”.

- (5) Notwithstanding subsection (1), the Banks Peninsula District Council may, but is not required to, remove from Ōkeina (Okains Bay) the structures and improvements vested in it by that subsection.
- (6) The Banks Peninsula District Council has rights of unrestricted access onto and over Ōkeina (Okains Bay) to use and maintain the structures and improvements vested in it by subsection (1), whether or not Ōkeina (Okains Bay) continues to be controlled and managed as if it were a recreation reserve under section 38 of the Reserves Act 1977.
- (7) The vesting of the fee simple estate in Ōkeina (Okains Bay) in Te Rūnanga o Ngāi Tahu by section 127 does not affect—
  - (a) lawful rights of public access to the foreshore and adjoining beach and the stream adjacent to Ōkeina (Okains Bay); or
  - (b) lawful rights of public access to and recreational use and enjoyment of the Banks Peninsula District Council's structures and improvements on the land comprising Ōkeina (Okains Bay),—

existing on 21 November 1997, for as long as, and to the extent that, those rights otherwise remain lawful.
- (8) Subsection (7) is subject to any regulation of public access and use by the Banks Peninsula District Council pursuant to the terms of its appointment to control and manage Ōkeina (Okains Bay) pursuant to section 129.

### **129 Management of Ōkeina (Okains Bay) by Banks Peninsula District Council**

- (1) The agreement of Te Rūnanga o Ngāi Tahu in clause 11.2.9 of the deed of settlement to the Banks Peninsula District Council controlling and managing Ōkeina (Okains Bay) is sufficient for the purposes of section 38(1) of the Reserves Act 1977.
- (2) The approval of the Minister of Conservation to the Banks Peninsula District Council controlling and managing Ōkeina (Okains Bay) is deemed to have been given for the purposes of section 38(1) of the Reserves Act 1977.
- (3) The management and control by Banks Peninsula District Council of Ōkeina (Okains Bay) as if it were a recreation reserve and in accordance with section 38 of the Reserves Act 1977 is subject to the restrictions, terms, and conditions set out in attachment 11.7 of the deed of settlement (as quoted in Schedule 8) as if they were approved under section 38(1) of the Reserves Act 1977.
- (4) The quoting in Schedule 8 of the restrictions, terms, and conditions referred to in subsection (3) is a matter of record only and does not give them any greater force or effect than they have as terms and conditions under section 38(1) of the Reserves Act 1977.
- (5) The Banks Peninsula District Council may exempt Ōkeina (Okains Bay) from rates, for so long as it is controlled and managed as if it were a recreation reserve, as contemplated in the restrictions, terms, and conditions referred to in subsection (3).

**130 Certificate of title for Ōkeina (Okains Bay)**

The Registrar must, upon issue of the certificate of title for Ōkeina (Okains Bay), make a notation upon it to record that Ōkeina (Okains Bay) is subject to sections 127 to 129.

Section 130: amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

**131 South Bay-Kaikōura vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **South Bay-Kaikōura** means the land described by that name in Part A of Schedule 7.
- (2) Except as provided in section 139(1),—
  - (a) the reservation of South Bay-Kaikōura as a reserve is revoked; and
  - (b) the fee simple estate in South Bay-Kaikōura is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to South Bay-Kaikōura described in Part A of Schedule 7,—on the date determined pursuant to section 139(2).

**132 The Point-Kaikōura vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **The Point-Kaikōura** means the land described by that name in Part A of Schedule 7.
- (2) Except as provided in section 139(1),—
  - (a) the reservation of The Point-Kaikōura as a reserve is revoked; and
  - (b) the fee simple estate in The Point-Kaikōura is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to The Point-Kaikōura described in Part A of Schedule 7,—on the date determined pursuant to section 139(2).

**133 Whakamātakiuru (Ellesmere Landing) vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section and in sections 134 and 135, **Whakamātakiuru (Ellesmere Landing)** means the land described by that name in Part A of Schedule 7.
- (2) Except as provided in section 139(1),—
  - (a) the reservation of Whakamātakiuru (Ellesmere Landing) as a reserve (as created by the *Gazette* 1867, page 201) is revoked; and
  - (b) the fee simple estate in Whakamātakiuru (Ellesmere Landing) is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Whakamātakiuru (Ellesmere Landing) described in Part A of Schedule 7,—on the date determined pursuant to section 139(2).
- (3) For the purposes of section 471, the vesting by subsection (2) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

**134 Certain leases of Whakamātakiuru (Ellesmere Landing) not subdivisions**

A lease granted pursuant to clause 11.2.14 of the deed of settlement for a term of 20 years or longer (including any rights of renewal) is not a subdivision for the purposes of section 11 and Part 10 of the Resource Management Act 1991.

**135 Road through Whakamātakiuru (Ellesmere Landing) vested in Selwyn District Council**

The area marked “proposed road” in Whakamātakiuru (Ellesmere Landing) on SO 19862 is vested in the Selwyn District Council as a road pursuant to Part 21 of the Local Government Act 1974, to provide public access through Whakamātakiuru (Ellesmere Landing).

**136 Matariki vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **Matariki** means the land described by that name in Part A of Schedule 7.
- (2) Except as provided in section 139(1), the fee simple estate in Matariki is vested in Te Rūnanga o Ngāi Tahu on the date determined pursuant to section 139(2).
- (3) For the purposes of section 471, the vesting by subsection (2) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

**137 Taramea (Howells Point) vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **Taramea (Howells Point)** means the land described by that name in Part A of Schedule 7.
- (2) Except as provided in section 139(1),—
  - (a) the appointment of the Southland District Council to control and manage Taramea (Howells Point) is revoked; and
  - (b) the reservation of Taramea (Howells Point) as a reserve is revoked; and
  - (c) the fee simple estate in Taramea (Howells Point) is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Taramea (Howells Point) described in Part A of Schedule 7,—on the date determined pursuant to section 139(2).
- (3) The agreement of Te Rūnanga o Ngāi Tahu in clause 11.2.23 of the deed of settlement to the control and management of Taramea (Howells Point) as contemplated in clause 11.2.23 of the deed of settlement is sufficient for the purposes of section 38(2) of the Reserves Act 1977.
- (4) The approval of the Minister of Conservation to the control and management of Taramea (Howells Point) as contemplated in clause 11.2.23 of the deed of settlement is deemed to have been given for the purposes of section 38(2) of the Reserves Act 1977.

*Tribal properties*

**138 Value to be paid by Te Rūnanga o Ngāi Tahu**

- (1) In this section and in section 139,—
- transfer value** means, in respect of a tribal property, the purchase price to be paid by Te Rūnanga o Ngāi Tahu to the Crown for that tribal property, as determined by the methodology and process set out in attachment 11.15 of the deed of settlement
- tribal properties** means the following properties:
- (a) Matariki:
  - (b) South Bay-Kaikōura:
  - (c) South Bay/Kaikōura Peninsula:
  - (d) Taramea (Howells Point):
  - (e) The Point-Kaikōura:
  - (f) Whakamātakiuru (Ellesmere Landing),—  
being the properties described by those names in Part A of Schedule 7; and
  - (g) Ōaro:
  - (h) Waipapa Point,—  
being the properties described by those names in Part B of Schedule 7.
- (2) An amount equal to the transfer value of the tribal property (or, if clause 11.2.29 of the deed of settlement applies, a sum calculated in accordance with paragraph (a) of that clause) must be paid by Te Rūnanga o Ngāi Tahu to the Crown no later than 5 business days after the settlement date.

**139 Vesting of tribal properties in Te Rūnanga o Ngāi Tahu**

- (1) The reserve status or conservation status of a tribal property is not to be revoked or to cease (as the case may be) and the tribal property is not to be vested in Te Rūnanga o Ngāi Tahu by this Part if—
- (a) Te Rūnanga o Ngāi Tahu notifies the Crown in writing pursuant to clause 11.2.28 or clause 11.2.29(b) of the deed of settlement that it does not intend to accept vesting of the tribal property pursuant to this Part; or
  - (b) Te Rūnanga o Ngāi Tahu does not comply with section 138.
- (2) A tribal property to be vested by this Part has its reserve status revoked or its conservation status cease (as the case may be) and is vested in accordance with the section which applies to that tribal property on the later of the following dates:
- (a) the settlement date; or
  - (c) the date on which the amount payable pursuant to section 138 is paid to the Crown.

- (3) As soon as reasonably practicable after a tribal property vests in Te Rūnanga o Ngāi Tahu pursuant to this Part, the chief executive must—
- (a) notify the vesting of a tribal property in Te Rūnanga o Ngāi Tahu pursuant to this Part in the *Gazette*; and
  - (b) forward a copy of the *Gazette* notice to the Registrar.

Section 139(3)(b): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

*Land vested in Te Rūnanga o Ngāi Tahu subject to protected private land agreements*

**140 South Bay/Kaikōura Peninsula vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **South Bay/Kaikōura Peninsula** means the land described by that name in Part A of Schedule 7.
- (2) Except as provided in section 139(1),—
- (a) the reservation of South Bay/Kaikōura Peninsula as a reserve is revoked; and
  - (b) the fee simple estate in South Bay/Kaikōura Peninsula is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to South Bay/Kaikōura Peninsula described in Part A of Schedule 7,—
- on the date determined pursuant to section 139(2).

**141 Moturata vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **Moturata** means the land described by that name in Part A of Schedule 7.
- (2) The reservation of Moturata as a reserve is revoked.
- (3) The fee simple estate in Moturata is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Moturata described in Part A of Schedule 7.
- (4) For the purposes of section 471, the vesting by subsection (2) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

**142 Huriawa vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **Huriawa** means the land described by that name in Part A of Schedule 7.
- (2) The reservation of Huriawa as a reserve is revoked.
- (3) The fee simple estate in Huriawa is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Huriawa described in Part A of Schedule 7.
- (4) For the purposes of section 471, the vesting by subsection (3) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

### **143 Māpoutahi vested in Te Rūnanga o Ngāi Tahu**

- (1) In this section, **Māpoutahi** means the land described by that name in Part A of Schedule 7.
- (2) The reservation of Māpoutahi as a reserve is revoked.
- (3) The fee simple estate in Māpoutahi is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to Māpoutahi described in Part A of Schedule 7.
- (4) For the purposes of section 471, the vesting by subsection (3) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

### **144 Noting on titles**

As soon as reasonably practicable after land referred to in sections 140 to 143 has been declared by notice in the *Gazette* to be protected private land and upon lodgement by the Minister of Conservation with the Registrar of the *Gazette* notice, the Registrar must make a notation upon each certificate of title to that land, to record—

- (a) that the land is declared to be protected private land under section 76 of the Reserves Act 1977; and
- (b) the date of the relevant agreement entered into pursuant to clause 11.3.6(a) of the deed of settlement.

Section 144: amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

### **145 Revocation of declaration under section 76 of Reserves Act 1977**

- (1) Te Rūnanga o Ngāi Tahu and the Minister of Conservation may agree in writing to discontinue an agreement entered into pursuant to clause 11.3.6(a) or clause 11.3.6(b) of the deed of settlement.
- (2) If Te Rūnanga o Ngāi Tahu and the Minister of Conservation agree to discontinue an agreement pursuant to subsection (1), the Minister of Conservation must revoke the declaration made under section 76 of the Reserves Act 1977 in respect of that land.
- (3) Notwithstanding anything to the contrary in section 76 of the Reserves Act 1977, a declaration made pursuant to section 76 of that Act in respect of any land referred to in sections 140 to 143 may not be revoked except in accordance with subsections (1) and (2).
- (4) If a declaration referred to in subsection (1) is revoked, the Registrar must, on receipt of notification to that effect from the Minister of Conservation, remove the notation required by section 144 from the certificate of title to the land.

Section 145(4): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

*Vesting of land in Te Rūnanga o Ngāi Tahu subject to Reserves Act 1977***146 Te Rūnanga o Ngāi Tahu to be administering body**

In respect of the reserves vested in Te Rūnanga o Ngāi Tahu by this Act, Te Rūnanga o Ngāi Tahu is an administering body under the Reserves Act 1977.

**147 Te Rūnanga o Ngāi Tahu to hold and administer Kahutara**

- (1) In this section, **Kahutara** means the recreation reserve described by that name in Part B of Schedule 7.
- (2) Kahutara is deemed to be vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as a recreation reserve.
- (3) The vesting by subsection (2) is subject to the conditions and restrictions set out in Part B of Schedule 7.

**148 Te Rūnanga o Ngāi Tahu to hold and administer Ōmihi/Goose Bay**

- (1) In this section, **Ōmihi/Goose Bay** means the areas described by that name in Part B of Schedule 7.
- (2) To the extent that Ōmihi/Goose Bay is a conservation area,—
  - (a) it ceases to be a conservation area; and
  - (b) it is deemed to be declared a reserve, and classified as a recreation reserve, pursuant to the Reserves Act 1977.
- (3) Ōmihi/Goose Bay is deemed to be vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as a recreation reserve.
- (4) The vesting by subsection (3) is subject to the conditions and restrictions set out in Part B of Schedule 7.

**149 Te Rūnanga o Ngāi Tahu to hold and administer Ōaro**

- (1) In this section, **Ōaro** means the recreation reserve described by that name in Part B of Schedule 7.
- (2) Except as provided in section 139(1), Ōaro is deemed to be vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as a recreation reserve, on the date determined pursuant to section 139(2).
- (3) The vesting of Ōaro in Te Rūnanga o Ngāi Tahu by subsection (2) is subject to the conditions and restrictions set out in Part B of Schedule 7.

**150 Creation of historic reserve at Ōtūkoro**

- (1) In this section, **Ōtūkoro** means the area described by that name in Part B of Schedule 7.
- (2) Ōtūkoro ceases to be a conservation area.
- (3) Ōtūkoro is deemed to be—



- (a) declared a reserve, and classified as an historic reserve, pursuant to the Reserves Act 1977; and
- (b) vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as an historic reserve; and
- (c) named the “Ōtūkoro Historic Reserve” pursuant to section 16(10) of the Reserves Act 1977.

**151 Te Rūnanga o Ngāi Tahu to hold and administer Maerewhenua**

- (1) In this section, **Maerewhenua** means the historic reserve described by that name in Part B of Schedule 7.
- (2) The appointment of Heritage New Zealand Pouhere Taonga to control and manage Maerewhenua as a reserve is revoked.
- (3) Maerewhenua is deemed to be vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as an historic reserve.

Section 151(2): amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

**152 Te Rūnanga o Ngāi Tahu to hold and administer Takiroa**

- (1) In this section, **Takiroa** means the historic reserve described by that name in Part B of Schedule 7.
- (2) The appointment of Heritage New Zealand Pouhere Taonga to control and manage Takiroa as a reserve is revoked.
- (3) Takiroa is deemed to be vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as an historic reserve.

Section 152(2): amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

**153 Te Rūnanga o Ngāi Tahu to hold and administer Kātiki**

- (1) In this section, **Kātiki** means the historic reserve described by that name in Part B of Schedule 7.
- (2) Kātiki is deemed to be vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as an historic reserve.
- (3) The vesting by subsection (2) is subject to the conditions and restrictions set out in Part B of Schedule 7.

**154 Te Rūnanga o Ngāi Tahu to hold and administer Ōnawe Pā**

- (1) In this section, **Ōnawe Pā** means the historic reserve described by that name in Part B of Schedule 7.
- (2) Ōnawe Pā is deemed to be vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as an historic reserve.

**155 Creation of reserve around Kopuwai**

- (1) In this section, **Kopuwai** means the area described by that name in Part B of Schedule 7.
- (2) If Kopuwai is surrendered to the Crown and held as a conservation area in the manner contemplated in clause 11.4.10 of the deed of settlement, it ceases to be a conservation area.
- (3) If Kopuwai ceases to be a conservation area pursuant to subsection (2), it is deemed to be—
  - (a) declared a reserve, and classified as an historic reserve, pursuant to the Reserves Act 1977; and
  - (b) vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as an historic reserve; and
  - (c) named the “Kopuwai Historic Reserve” pursuant to section 16(10) of the Reserves Act 1977.
- (4) If Kopuwai is vested by subsection (3),—
  - (a) the vesting is subject to the conditions and restrictions set out in Part B of Schedule 7; and
  - (b) the date on which Kopuwai is vested is the later of the settlement date or the business day following the date on which it is surrendered in accordance with subsection (2).
- (5) As soon as reasonably practicable after Kopuwai is deemed to be vested by subsection (3), the Minister of Conservation must notify that vesting in the *Gazette*.

**156 Creation of historic reserve at Kawarau Gorge**

- (1) In this section,—

**Kawarau Gorge** means the area described by the name “Part A: Kawarau Gorge” in Part B of Schedule 7

**road** means the area described by the name “Part B: Kawarau Gorge” in Part B of Schedule 7.
- (2) On the date referred to in subsection (4),—
  - (a) the road is stopped; and
  - (b) Kawarau Gorge ceases to be a marginal strip under section 24 of the Conservation Act 1987.
- (3) Kawarau Gorge and the road are deemed to be—
  - (a) declared a reserve, and classified as an historic reserve, pursuant to the Reserves Act 1977; and
  - (b) vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as an historic reserve; and

- (c) named the “Whatatōrere Historic Reserve” pursuant to section 16(10) of the Reserves Act 1977.
- (4) The date on which Kawarau Gorge and the road are vested by subsection (3) is the later of the settlement date or the date on which a survey has been completed for Kawarau Gorge (which date must be no later than 12 months after the settlement date, or such other date as Te Rūnanga o Ngāi Tahu and the Crown agree in writing).
- (5) The vesting of Kawarau Gorge and the road by subsection (3) is subject to the conditions and restrictions set out in Part B of Schedule 7.
- (6) As soon as reasonably practicable after the vesting of Kawarau Gorge and the road by subsection (3), the Minister of Conservation must notify the vesting in the *Gazette*.

**157 Te Rūnanga o Ngāi Tahu to hold and administer Waipapa Point**

- (1) In this section, **Waipapa Point** means the scenic reserve described by that name in Part B of Schedule 7.
- (2) Except as provided in section 139(1), Waipapa Point is deemed to be vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as a scenic reserve, on the date determined pursuant to section 139(2).
- (3) The vesting by subsection (2) is subject to the conditions and restrictions set out in Part B of Schedule 7.

**158 Te Rūnanga o Ngāi Tahu to hold and administer Maranuku**

- (1) In this section, **Maranuku** means the scenic reserve described by that name in Part B of Schedule 7.
- (2) Maranuku is deemed to be vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as a scenic reserve.

**159 Creation of historic reserve at Moeraki Lake site**

- (1) In this section,—  
**Moeraki Lake site** means the land described by that name in Part B of Schedule 7  
**wildlife refuge** has the same meaning as in section 2 of the Wildlife Act 1953.
- (2) The status of the Moeraki Lake site as a wildlife refuge is revoked and, to the extent that the Moeraki Lake site is a conservation area, it ceases to be a conservation area.
- (3) The Moeraki Lake site is deemed to be—
  - (a) declared a reserve, and classified as an historic reserve, pursuant to the Reserves Act 1977; and
  - (b) vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as an historic reserve; and

- (c) named the “Moeraki Historic Reserve” pursuant to section 16(10) of the Reserves Act 1977.
- (4) The vesting of the Moeraki Lake site in Te Rūnanga o Ngāi Tahu by subsection (3) is subject to the conditions and restrictions set out in Part B of Schedule 7.

#### **160 Creation of reserve at Wairewa**

- (1) In this section, **Wairewa** means the areas described by that name in Part B of Schedule 7, but does not include the roads referred to in section 161(1).
- (2) The reservation of Wairewa as a reserve is revoked and, to the extent that Wairewa is a conservation area, it ceases to be a conservation area.
- (3) Wairewa is deemed to be—
  - (a) declared a reserve, and classified as an historic reserve, pursuant to the Reserves Act 1977; and
  - (b) named the “Ōruaka Historic Reserve” pursuant to section 16(10) of the Reserves Act 1977; and
  - (c) vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as an historic reserve.
- (4) The vesting by subsection (3) is subject to the conditions and restrictions set out in Part B of Schedule 7.

#### **161 Addition of roads to Ōruaka Historic Reserve**

- (1) In this section,—
  - Ōruaka Historic Reserve** means the reserve created by section 160(3)
  - roads** mean the legal (but unformed) roads shown on SO 19893.
- (2) If the Banks Peninsula District Council, at its discretion, agrees,—
  - (a) the roads are stopped; and
  - (b) the roads are deemed to be declared a reserve, and classified as an historic reserve, pursuant to the Reserves Act 1977; and
  - (c) the roads are added to and become part of the Ōruaka Historic Reserve.
- (3) The date on which the roads are stopped, declared a reserve, and classified as an historic reserve by subsection (2), is the later of the settlement date or the business day following the date on which the Minister of Conservation notifies the stopping, declaration, and classification of the roads in the *Gazette* pursuant to subsection (6).
- (4) The roads are deemed to be vested in Te Rūnanga o Ngāi Tahu pursuant to section 26 of the Reserves Act 1977, as part of the Ōruaka Historic Reserve, on the date specified in subsection (3).
- (5) The vesting by subsection (4) is subject to the conditions and restrictions set out in Part B of Schedule 7.

- (6) As soon as reasonably practicable after the Banks Peninsula District Council notifies the Minister of Conservation that it agrees to the stopping of the roads by subsection (2)(a), the Minister of Conservation must notify in the *Gazette*—
- (a) the stopping of the roads; and
  - (b) the declaration and classification of the roads by subsection (2)(b); and
  - (c) the vesting of the roads by subsection (4).

*Changes of name and classifications*

**162 Change of name of Mount Cook National Park**

- (1) The name of the Mount Cook National Park is changed to the Aoraki/Mount Cook National Park.
- (2) The change of name by subsection (1) is deemed to have been made pursuant to section 7(1)(d) of the National Parks Act 1980.
- (3) *Amendment(s) incorporated in the Act(s).*

**163 Reserves**

In sections 164 to 166,—

- (a) **Bluff Hill Scenic Reserve:**
- (b) **Castle Hill Conservation Area:**
- (c) **Maungaatua Scenic Reserve:**
- (d) **Ōmihi/Goose Bay Scenic Reserve:**
- (e) **Shag Point Recreation Reserve:**
- (f) **Wilsher Bay Scenic Reserve,—**

mean the reserves described by those names in Schedule 9.

**164 Change of classification**

- (1) The classification of the Ōmihi/Goose Bay Scenic Reserve is changed from a scenic reserve to an historic reserve.
- (2) The change of classification by subsection (1) is deemed to have been made pursuant to section 24 of the Reserves Act 1977.

**165 Change of name of conservation area**

The name of the Castle Hill Conservation Area is changed to Kura Tāwhiti Conservation Area, notwithstanding section 18(3) of the Conservation Act 1987.

**166 Change of name of certain reserves**

- (1) The name of the reserve referred to in section 164 is changed to Ō Tamakura Historic Reserve.

- (2) The name of the Bluff Hill Scenic Reserve is changed to Motupōhue Scenic Reserve.
- (3) The name of the Shag Point Recreation Reserve is changed to Matakaea Recreation Reserve.
- (4) The name of the Maungaatua Scenic Reserve is changed to Maukaatua Scenic Reserve.
- (5) The name of the Wilsher Bay Scenic Reserve is changed to Maranuku Scenic Reserve.
- (6) The changes of name by this section are deemed to have been made pursuant to section 16(10) of the Reserves Act 1977.

*Vesting of bed of Te Waihora*

**167 Interpretation**

In sections 168 to 182, unless the context otherwise requires,—

**bed of Te Waihora** means the land described in Schedule 10

**joint management plan** means a plan prepared pursuant to section 177

**mahinga kai** means, for the purposes of a joint management plan, the customary gathering of food and natural materials and the places where those resources are gathered.

**168 Vesting of bed of Te Waihora in Te Rūnanga o Ngāi Tahu**

- (1) The bed of Te Waihora ceases to be a conservation area.
- (2) The fee simple estate in the bed of Te Waihora is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to the bed of Te Waihora described in Schedule 10, and to all other matters agreed pursuant to the deed of settlement.
- (3) For the purposes of section 471, the vesting by subsection (2) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

**169 Road vested in Selwyn District Council**

- (1) In subsection (2) **the land** means the hatched area marked “Legal Road to be extended” on Sheet 2 of Allocation Plan MS 33 (SO 19835).
- (2) The land is vested in the Selwyn District Council as a road.

**170 Vesting of river protection reserve**

- (1) In this section, **Selwyn Delta river protection reserve** means the reserve shown on SO 19835.
- (2) If the Canterbury Regional Council, at its discretion, agrees,—

- (a) the reservation of the Selwyn Delta river protection reserve as a reserve is revoked; and
  - (b) the fee simple estate in the Selwyn Delta river protection reserve is vested in Te Rūnanga o Ngāi Tahu.
- (3) The date on which the reserve status of the Selwyn Delta river protection reserve is revoked and the fee simple estate in the Selwyn Delta river protection reserve is vested in Te Rūnanga o Ngāi Tahu by subsection (2) is the later of the settlement date or the business day following the date on which the Minister of Conservation notifies the revocation of the reserve status and the vesting of the fee simple estate in the Selwyn Delta river protection reserve in Te Rūnanga o Ngāi Tahu by subsection (2) in the *Gazette* pursuant to subsection (4).
- (4) As soon as reasonably practicable after the Canterbury Regional Council notifies the Minister of Conservation that it agrees to the revocation of the reservation of the Selwyn Delta river protection reserve by subsection (2)(a), the Minister of Conservation must notify in the *Gazette*—
- (a) the revocation of the reserve status; and
  - (b) the vesting of the fee simple estate in the Selwyn Delta river protection reserve in Te Rūnanga o Ngāi Tahu by subsection (2)(b).
- (5) If the fee simple estate in the Selwyn Delta river protection reserve is vested in Te Rūnanga o Ngāi Tahu by subsection (2),—
- (a) it is to be treated as being included in the definition of bed of Te Waihora in section 167; and
  - (b) all of the terms of vesting of the fee simple estate in the bed of Te Waihora set out in sections 167 to 182 apply to the vesting of the fee simple estate in the Selwyn Delta river protection reserve in Te Rūnanga o Ngāi Tahu.

**171 Title extends to bed only**

- (1) Ownership of the bed of Te Waihora by Te Rūnanga o Ngāi Tahu does not of itself confer any rights or impose any obligations on Te Rūnanga o Ngāi Tahu of ownership, management, or control of—
- (a) the waters of Te Waihora (Lake Ellesmere); or
  - (b) the aquatic life of Te Waihora (Lake Ellesmere); or
  - (c) the structures attached to or in the bed of Te Waihora described in Schedule 10.
- (2) In subsection (1)(b), aquatic life does not include plants attached to the bed of Te Waihora.

**172 Registrar to issue certificates of title for bed of Te Waihora**

- (1) The Registrar must issue a certificate of title for the bed of Te Waihora under the Land Transfer Act 1952, in accordance with Part 17, as soon as reasonably practicable, (and, in any event, no later than 2 years after the vesting of the bed of Te Waihora in Te Rūnanga o Ngāi Tahu by section 168, or such later date as may be agreed in writing by the Crown and Te Rūnanga o Ngāi Tahu).
- (2) The Registrar must note on the certificate of title all encumbrances and other matters that are agreed pursuant to the deed of settlement.

Section 172 heading: amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 172(1): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 172(2): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

**173 Existing public access and use**

All lawful rights of public access to and of recreational use and enjoyment affecting the bed of Te Waihora existing on 21 November 1997 (not including the use of maimais) remain unaffected by the vesting of the fee simple estate in the bed of Te Waihora in Te Rūnanga o Ngāi Tahu, for as long as, and to the extent that, such rights otherwise remain lawful.

**174 Existing lawful commercial use and structures**

All—

- (a) lawful commercial uses affecting the bed of Te Waihora; and
- (b) rights of ownership, use, and occupation of the structures in or upon the bed of Te Waihora,—

existing on 21 November 1997, and described in Schedule 10, continue in effect for as long as, and to the extent that, such rights otherwise remain lawful.

**175 Maimais**

- (1) The continued use of maimais on the bed of Te Waihora is at the discretion of Te Rūnanga o Ngāi Tahu.
- (2) The Minister of Conservation and the North Canterbury Fish and Game Council may enter into the agreement referred to in clause 11.6.13(b) of the deed of settlement, and the North Canterbury Fish and Game Council may undertake and perform the rights, duties, and obligations to which it has agreed.
- (3) Subsection (2) is deemed to have come into force on 23 September 1997.

**176 Statutory adviser**

The areas described in section 177(2)(b) and (c) are sites within the meaning of section 230.



### **177 Joint management plan**

- (1) The Minister of Conservation may agree in writing with the owners of 1 or more of the areas referred to in subsection (2)(a), (d), and (e) that a joint management plan be prepared—
  - (a) for the integrated management of those areas and the areas referred to in subsections (2)(b) and (c), and the natural and historic resources within those areas; and
  - (b) for such purposes, and by means of such processes, as the owners of the areas concerned may agree from time to time, including processes for review and amendment.
- (2) The areas for which a joint management plan may be prepared are—
  - (a) the bed of Te Waihora, and Te Waiomākua; and
  - (b) the areas described in Schedule 11, so long as they are held, managed, or administered under the Conservation Act 1987 or under any of the statutes listed in Schedule 1 of the Conservation Act 1987; and
  - (c) any other areas within 500 metres of the bed of Te Waihora (or such other distance as may be agreed in writing by the Minister of Conservation and Te Rūnanga o Ngāi Tahu) which may be held, managed, or administered under the Conservation Act 1987 or under any of the statutes listed in Schedule 1 of the Conservation Act 1987 (excluding any such areas that are held and managed under that Act or any of those statutes by Fish and Game Councils) for so long as they are so held, managed, or administered; and
  - (d) any areas associated with any of the areas referred to in paragraphs (a) to (c) which may, by agreement with the owners of those areas, be included in the area covered by the joint management plan concerned; and
  - (e) such other areas as may be agreed by Te Rūnanga o Ngāi Tahu and the Crown.

### **178 Application of Conservation Act 1987**

- (1) Sections 17A(b), 17W(7), and 17W(8) of the Conservation Act 1987 apply with respect to the areas referred to in section 177(2)(b) and (c) as if the reference to “conservation management plans” in those sections were a reference to a joint management plan.
- (2) Subsection (1) does not apply if a joint management plan is not prepared and approved in accordance with clause 11.6.19 of the deed of settlement.

### **179 Non-derogation from legislation and other matters**

Nothing in a joint management plan derogates from,—

- (a) with respect to the areas referred to in section 177(2)(b) and (c), any provision of, or policy approved under, the Conservation Act 1987, or any

- of the statutes listed in Schedule 1 of the Conservation Act 1987, or any provision of the relevant conservation management strategy; and
- (b) with respect to the areas referred to in section 177(2)(a), any relevant iwi management plan approved by Te Rūnanga o Ngāi Tahu which relates to that area; and
  - (c) with respect to all of the areas referred to in section 177(2), any provision of this Act or any other legislation.

### **180 Effect of joint management plan**

- (1) A joint management plan has effect on and from the commencement date, which will be specified in that joint management plan.
- (2) The Minister of Conservation and the Director-General of Conservation each has the same obligations in respect of a joint management plan as they have in respect of a conservation management plan under the Conservation Act 1987.
- (3) A joint management plan does not of itself restrict or affect the exercise of any legal right or power by any person other than the Minister of Conservation, the Director-General of Conservation, and the owner of any land covered by the joint management plan.
- (4) Any purposes and processes which the Minister of Conservation agrees to pursuant to section 177(1)(b) are binding upon the Minister of Conservation and the Director-General of Conservation.
- (5) If the Minister of Conservation and the owners of any of the areas referred to in section 177(2)(a), (d), and (e) agree to amend the purposes of, and processes for preparation of, a joint management plan pursuant to section 177(1)(b), the Minister of Conservation must notify any such amended agreement in the *Gazette*, for the purposes of public information.

### **181 Recording of agreement to prepare joint management plan in Act**

- (1) The agreement of Te Rūnanga o Ngāi Tahu and the Crown to prepare a joint management plan pursuant to clause 11.6.19 of the deed of settlement (as quoted in Schedule 12) is deemed to be an agreement between Te Rūnanga o Ngāi Tahu and the Minister of Conservation of the kind empowered by section 177.
- (2) The quoting of the terms of the agreement in Schedule 12 does not have the effect of giving the agreement any greater force or effect than it has as an agreement entered into pursuant to section 177.

### **182 Power to make bylaws**

- (1) The Minister of Conservation may, from time to time after the date on which a joint management plan has come into effect and upon the recommendation of Te Rūnanga o Ngāi Tahu, make bylaws prohibiting or regulating public access to, or recreational use and enjoyment of, the bed of Te Waihora, for the purpose of protecting the bed of Te Waihora from any adverse effects on the mahinga

kai or conservation values of the bed of Te Waihora caused by public access or recreational use and enjoyment.

- (2) The Minister of Conservation may make bylaws pursuant to subsection (1) only upon being satisfied that the recommendation of Te Rūnanga o Ngāi Tahu is contained in a joint management plan and has been subject to the agreed public process for a joint management plan recorded in Schedule 12.
- (3) Without limiting subsections (1) and (2), the Minister of Conservation may make bylaws for the following purposes:
  - (a) prohibiting, by public notice, public access to, or recreational use and enjoyment of, the whole or any part of the bed of Te Waihora either permanently or temporarily:
  - (b) providing for the form of any public notice and the manner in which it must be advertised:
  - (c) prescribing the forms of, and conditions on, public access to, or recreational use and enjoyment of, the bed of Te Waihora:
  - (d) prohibiting or regulating any vehicles or boats using, or aircraft landing on or taking off from, the bed of Te Waihora:
  - (e) prescribing offences in respect of the contravention or non-compliance with any bylaws made pursuant to paragraphs (a) and (d) and prescribing fines not to exceed \$1,000:
  - (f) providing for such matters as are contemplated by, or necessary for giving full effect to, any bylaws made pursuant to this provision, and their due administration.
- (4) For the avoidance of doubt, Te Rūnanga o Ngāi Tahu is an occupier of the bed of Te Waihora for the purposes of the Trespass Act 1980.
- (5) Bylaws under this section are secondary legislation (*see* Part 3 of the Legislation Act 2019 for publication requirements).

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**Legislation Act 2019 requirements for secondary legislation made under this section**

<b>Publication</b>	It is not required to be published	LA19 s 73(2)
<b>Presentation</b>	It is not required to be presented to the House of Representatives because a transitional exemption applies under Schedule 1 of the Legislation Act 2019	LA19 s 114, Sch 1 cl 32(1)(a)
<b>Disallowance</b>	It may be disallowed by the House of Representatives	LA19 ss 115, 116

*This note is not part of the Act.*

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Section 182(5): inserted, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

*Vesting of bed of Muriwai (Coopers Lagoon)*

**183 Interpretation**

In sections 184 to 190, **bed of Muriwai (Coopers Lagoon)** means the land described in Schedule 10.

**184 Vesting of bed of Muriwai (Coopers Lagoon) in Te Rūnanga o Ngāi Tahu**

- (1) The reservation of the bed of Muriwai (Coopers Lagoon) as a reserve is revoked.
- (2) The fee simple estate in the bed of Muriwai (Coopers Lagoon) is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to the bed of Muriwai (Coopers Lagoon) described in Schedule 10, and to all other matters agreed pursuant to the deed of settlement.
- (3) For the purposes of section 471, the vesting by subsection (2) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

**185 Title extends to bed only**

- (1) Ownership of the bed of Muriwai (Coopers Lagoon) by Te Rūnanga o Ngāi Tahu does not of itself confer any rights or impose any obligations on Te Rūnanga o Ngāi Tahu of ownership, management, or control of—
  - (a) the waters of Muriwai (Coopers Lagoon); or
  - (b) the aquatic life of Muriwai (Coopers Lagoon); or
  - (c) any structures attached to or in the bed of Muriwai (Coopers Lagoon) and described in Schedule 10.
- (2) In subsection (1)(b), **aquatic life** does not include plants attached to the bed of Muriwai (Coopers Lagoon).

**186 Registrar to issue certificate of title for bed of Muriwai (Coopers Lagoon)**

- (1) The Registrar must issue a certificate of title under the Land Transfer Act 1952, in accordance with Part 17, as soon as reasonably practicable (and, in any event, no later than 2 years after the vesting of the bed of Muriwai (Coopers Lagoon) in Te Rūnanga o Ngāi Tahu by section 184, or such other date as may be agreed in writing by the Crown and Te Rūnanga o Ngāi Tahu).
- (2) The Registrar must note on the certificate of title all encumbrances and other matters that are agreed pursuant to the deed of settlement.

Section 186 heading: amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 186(1): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 186(2): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

**187 Existing public access and use**

All lawful rights of public access to, and of recreational use and enjoyment affecting, the bed of Muriwai (Coopers Lagoon) existing on 21 November 1997 (not including the use of maimais) remain unaffected by the vesting of the fee simple estate in the bed of Muriwai (Coopers Lagoon) in Te Rūnanga o

Ngāi Tahu, for as long as, and to the extent that, such rights otherwise remain lawful.

**188 Power to make bylaws**

- (1) The Minister of Conservation may from time to time, upon the recommendation of Te Rūnanga o Ngāi Tahu, make bylaws prohibiting or regulating public access to, or recreational use and enjoyment of, the bed of Muriwai (Coopers Lagoon) for the purpose of protecting the bed of Muriwai (Coopers Lagoon) from adverse effects on the conservation values of the bed of Muriwai (Coopers Lagoon) caused by public access or recreational use and enjoyment.
- (2) The Minister of Conservation may make bylaws pursuant to subsection (1) only upon being satisfied that—
  - (a) public access to, or recreational use and enjoyment of, the bed of Muriwai (Coopers Lagoon) is having an adverse effect on the conservation values of the bed of Muriwai (Coopers Lagoon); and
  - (b) in order to protect those conservation values, public access to, or recreational use and enjoyment of, the bed of Muriwai (Coopers Lagoon) should be prohibited or regulated.
- (3) Without limiting subsections (1) and (2), the Minister of Conservation may make bylaws for the following purposes:
  - (a) prohibiting, by public notice, public access to, or recreational use and enjoyment of, the whole or any part of the bed of Muriwai (Coopers Lagoon), either permanently or temporarily:
  - (b) providing for the form of any public notice and the manner in which it must be advertised:
  - (c) prescribing the forms of, and conditions on, public access to, or recreational use and enjoyment of, the bed of Muriwai (Coopers Lagoon):
  - (d) prohibiting or regulating any vehicles or boats using, or aircraft landing on or taking off from, the bed of Muriwai (Coopers Lagoon):
  - (e) prescribing offences in respect of the contravention or non-compliance with any bylaws made pursuant to paragraphs (a) and (d) and prescribing fines not to exceed \$1,000:
  - (f) providing for such matters as are contemplated by, or necessary for giving full effect to, any bylaws made pursuant to this provision, and their due administration.
- (4) Before bylaws are made pursuant to subsection (1),—
  - (a) the Minister of Conservation must consult with the North Canterbury Conservation Board, the appropriate Papatipu Rūnanga (through Te Rūnanga o Ngāi Tahu), the North Canterbury Fish and Game Council, the Canterbury Regional Council, the Selwyn District Council, and such other persons or organisations as the Minister of Conservation and Te

- Rūnanga o Ngāi Tahu agree are appropriate and practicable, as to the need for and content of the bylaws; and
- (b) submissions on the draft bylaws must be invited by publishing a notice to this effect in a daily newspaper or newspapers circulating in the area where the bed of Muriwai (Coopers Lagoon) is situated and in such other manner (if any) as the Minister of Conservation and Te Rūnanga o Ngāi Tahu may consider appropriate; and
  - (c) the Minister of Conservation must consider any submissions received on the draft bylaws.
- (5) For the avoidance of doubt, Te Rūnanga o Ngāi Tahu is an occupier of the bed of Muriwai (Coopers Lagoon) for the purposes of the Trespass Act 1980.
  - (6) If Te Rūnanga o Ngāi Tahu and the Crown agree pursuant to section 177(2)(e) that the bed of Muriwai (Coopers Lagoon) is to be an area managed pursuant to a joint management plan, section 182 will apply to the bed of Muriwai (Coopers Lagoon), and this section will not apply for so long as it is so managed.
  - (7) Bylaws under this section are secondary legislation (*see* Part 3 of the Legislation Act 2019 for publication requirements).

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**Legislation Act 2019 requirements for secondary legislation made under this section**

<b>Publication</b>	It is not required to be published	LA19 s 73(2)
<b>Presentation</b>	It is not required to be presented to the House of Representatives because a transitional exemption applies under Schedule 1 of the Legislation Act 2019	LA19 s 114, Sch 1 cl 32(1)(a)
<b>Disallowance</b>	It may be disallowed by the House of Representatives	LA19 ss 115, 116

*This note is not part of the Act.*

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Section 188(7): inserted, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

## 189 Existing lawful commercial use and structures

All—

- (a) lawful commercial uses affecting the bed of Muriwai (Coopers Lagoon); and
- (b) rights of ownership, use, and occupation of the structures in or upon the bed of Muriwai (Coopers Lagoon),—

existing on 21 November 1997, and described in Schedule 10, continue in effect for as long as, and to the extent that, such rights otherwise remain lawful.

## 190 Maimais

- (1) Levels of use in respect of maimais on the bed of Muriwai (Coopers Lagoon) existing on 21 November 1997 may continue unimpeded and without charge during a period of 5 years from the date of vesting of the fee simple estate in the bed of Muriwai (Coopers Lagoon) in Te Rūnanga o Ngāi Tahu.

- (2) After the expiry of the 5-year period referred to in subsection (1), the continued use of maimais on the bed of Muriwai (Coopers Lagoon) will be at the discretion of Te Rūnanga o Ngāi Tahu.
- (3) If Te Rūnanga o Ngāi Tahu, the Crown, and the North Canterbury Fish and Game Council agree that the bed of Muriwai (Coopers Lagoon) is to be covered by the agreement referred to in clause 11.6.13(b) of the deed of settlement, then section 175 will apply to the bed of Muriwai (Coopers Lagoon), and subsections (1) and (2) will not apply, for so long as it is covered by that agreement.

### *Vesting of bed of Lake Mahināpua*

#### **191 Interpretation**

In sections 192 to 200, **bed of Lake Mahināpua** means the land described in Schedule 10.

#### **192 Vesting of bed of Lake Mahināpua in Te Rūnanga o Ngāi Tahu**

The fee simple estate in the bed of Lake Mahināpua is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to the bed of Lake Mahināpua described in Schedule 10 and to all other matters agreed pursuant to the deed of settlement.

#### **193 Title extends to bed only**

- (1) Ownership of the bed of Lake Mahināpua by Te Rūnanga o Ngāi Tahu does not of itself confer any rights or impose any obligations on Te Rūnanga o Ngāi Tahu of ownership, management, or control of—
  - (a) the waters of Lake Mahināpua; or
  - (b) the aquatic life of Lake Mahināpua; or
  - (c) any structures attached to or in the bed of Lake Mahināpua and described in Schedule 10.
- (2) In subsection (1)(b), **aquatic life** does not include plants attached to the bed of Lake Mahināpua.

#### **194 Registrar to issue certificates of title for bed of Lake Mahināpua**

- (1) The Registrar must issue a certificate of title for the bed of Lake Mahināpua under the Land Transfer Act 1952, in accordance with Part 17, as soon as reasonably practicable (and, in any event, no later than 12 months after the vesting of the bed of Lake Mahināpua in Te Rūnanga o Ngāi Tahu by section 192, unless otherwise agreed in writing by the Crown and Te Rūnanga o Ngāi Tahu).
- (2) The Registrar must note on the certificate of title all encumbrances and other matters that are agreed pursuant to the deed of settlement.

Section 194 heading: amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 194(1): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 194(2): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

### **195 Existing public access and use**

All lawful rights of public access to, and of recreational use and enjoyment affecting, the bed of Lake Mahināpua existing on 21 November 1997 (not including the use of maimais) remain unaffected by the vesting of the fee simple estate in the bed of Lake Mahināpua in Te Rūnanga o Ngāi Tahu, for as long as, and to the extent that, such rights otherwise remain lawful.

### **196 Power to make bylaws**

- (1) The Minister of Conservation may, from time to time, upon the recommendation of Te Rūnanga o Ngāi Tahu, make bylaws prohibiting or regulating public access to, or recreational use and enjoyment of, the bed of Lake Mahināpua for the purpose of protecting the bed of Lake Mahināpua from adverse effects on the conservation values, including wāhi tapu values, of the bed of Lake Mahināpua caused by public access or recreational use and enjoyment.
- (2) The Minister of Conservation may make bylaws pursuant to subsection (1) only upon being satisfied that—
  - (a) public access to, or recreational use and enjoyment of, the bed of Lake Mahināpua is having an adverse effect on the conservation values of the bed of Lake Mahināpua; and
  - (b) in order to protect those conservation values, public access to, or recreational use and enjoyment of, the bed of Lake Mahināpua should be prohibited or regulated.
- (3) Without limiting subsections (1) and (2), the Minister of Conservation may make bylaws for the following purposes:
  - (a) prohibiting, by public notice, public access to, or recreational use and enjoyment of, the whole or any part of the bed of Lake Mahināpua either permanently or temporarily:
  - (b) providing for the form of any public notice and the manner in which it must be advertised:
  - (c) prescribing the forms of, and conditions on, public access to, or recreational use and enjoyment of, the bed of Lake Mahināpua:
  - (d) prohibiting or regulating any vehicles or boats using, or aircraft landing on or taking off from, the bed of Lake Mahināpua:
  - (e) prescribing offences in respect of the contravention or non-compliance with any bylaws made pursuant to paragraphs (a) and (d) and prescribing fines not to exceed \$1,000:



- (f) providing for such matters as are contemplated by, or necessary for giving full effect to, any bylaws made pursuant to this provision, and their due administration.
- (4) Before bylaws are made pursuant to subsection (1),—
- (a) the Minister of Conservation must consult with the West Coast Conservation Board, the appropriate Papatipu Rūnanga (through Te Rūnanga o Ngāi Tahu), the West Coast Fish and Game Council, the West Coast Regional Council, the Westland District Council, and such other persons or organisations as the Minister of Conservation and Te Rūnanga o Ngāi Tahu agree are appropriate and practicable, as to the need for and content of the bylaws; and
- (b) submissions on the draft bylaws must be invited by publishing a notice to this effect in a daily newspaper or newspapers circulating in the area where the bed of Lake Mahināpua is situated and in such other manner (if any) as the Minister of Conservation and Te Rūnanga o Ngāi Tahu may consider appropriate; and
- (c) the Minister of Conservation must consider any submissions received on the draft bylaws.
- (5) For the avoidance of doubt, Te Rūnanga o Ngāi Tahu is an occupier of the bed of Lake Mahināpua for the purposes of the Trespass Act 1980.
- (6) Bylaws under this section are secondary legislation (*see* Part 3 of the Legislation Act 2019 for publication requirements).

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**Legislation Act 2019 requirements for secondary legislation made under this section**

<b>Publication</b>	It is not required to be published	LA19 s 73(2)
<b>Presentation</b>	It is not required to be presented to the House of Representatives because a transitional exemption applies under Schedule 1 of the Legislation Act 2019	LA19 s 114, Sch 1 cl 32(1)(a)
<b>Disallowance</b>	It may be disallowed by the House of Representatives	LA19 ss 115, 116

*This note is not part of the Act.*

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Section 196(6): inserted, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

## 197 Existing lawful commercial use and structures

All—

- (a) lawful commercial uses affecting the bed of Lake Mahināpua; and
- (b) rights of ownership, use, and occupation of the structures in or upon the bed of Lake Mahināpua,—

existing on 21 November 1997, and described in Schedule 10, continue in effect for as long as, and to the extent that, such rights otherwise remain lawful.

**198 Maimais**

- (1) Levels of use in respect of maimais on the bed of Lake Mahināpua, existing on 21 November 1997, may continue unimpeded and without charge during a period of 5 years from the date of vesting of the fee simple estate in the bed of Lake Mahināpua in Te Rūnanga o Ngāi Tahu by section 192, unless otherwise agreed by Te Rūnanga o Ngāi Tahu and the West Coast Fish and Game Council.
- (2) After the expiry of the 5-year period referred to in subsection (1), the continued use of maimais on the bed of Lake Mahināpua will be at the discretion of Te Rūnanga o Ngāi Tahu.

**199 Statutory adviser**

The following areas are sites for the purposes of sections 230 to 234:

- (a) the areas described in Schedule 13 so long as they are held, managed, or administered under the Conservation Act 1987 or under any of the statutes listed in Schedule 1 of the Conservation Act 1987; and
- (b) any other areas within 500 metres of the bed of Lake Mahināpua (or such other distance as may be agreed in writing by the Minister of Conservation and Te Rūnanga o Ngāi Tahu) which may be held, managed, or administered under the Conservation Act 1987 or under any of the statutes listed in Schedule 1 of the Conservation Act 1987 (excluding any such areas held, managed, or administered under that Act or any of those statutes by Fish and Game Councils) so long as they are so held, managed, or administered.

**200 Legal access to bed of Lake Mahināpua**

On the settlement date, or as soon as reasonably practicable thereafter, the Crown must grant an easement in the form set out in attachment 11.40 of the deed of settlement, in favour of the registered proprietor of the bed of Lake Mahināpua, over the recreation reserve land adjacent to the bed of Lake Mahināpua, notwithstanding section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987.

*Lease of Te Waihora sites***201 Grant of leases**

- (1) In this section, **Pakoau** and **Waikirikiri** mean the land described respectively by those names in Part C of Schedule 7.
- (2) On the settlement date, the Crown, acting through the Minister of Conservation, must grant leases to Te Rūnanga o Ngāi Tahu of—
  - (a) Pakoau; and
  - (b) Waikirikiri—

in the forms set out in attachments 11.41 and 11.42 of the deed of settlement.

- (3) The leases granted by subsection (2) are deemed to be concessions granted pursuant to and in compliance with Part 3B of the Conservation Act 1987.

## Part 12 Mahinga kai

### *General*

#### 202 Purpose of this Part

The purpose of this Part is to provide for the legislative matters contemplated by section 12 (mahinga kai—general) of the deed of settlement.

#### 203 Interpretation

Where a species of plant, animal, bird, or fish has been defined or is referred to in this Part by any 1 or more of its Māori, English, or scientific names, for the avoidance of doubt, the scientific name prevails.

#### 204 Effective date of matters set out in this Part

Except as expressly provided in this Part, the date on which the matters provided for in this Part take effect is the settlement date.

### *Statutory acknowledgements*

#### 205 Interpretation

- (1) In sections 206 to 222 and in Schedules 14 to 77,—

**consent authority** has the same meaning as in section 2 of the Resource Management Act 1991

**deed of recognition** means a deed of recognition described in sections 212 and 213, which is to be entered into by the Crown pursuant to clause 12.3 or clause 13.5.4 of the deed of settlement

**effective date** means the date that is 6 months after the settlement date

**lake**—

- (a) means—

- (i) a body of fresh water which is entirely or nearly surrounded by land, including a lake controlled by artificial means; and
- (ii) the bed of the lake; but

- (b) does not include—

- (i) any part of the bed of the lake which is not in Crown ownership or control; or

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

**resource consent** has the same meaning as in section 87 of the Resource Management Act 1991

**river**—

- (a) means—
  - (i) a continually or intermittently flowing body of fresh water, including a stream and modified watercourse; and
  - (ii) the bed of the river; but
- (b) does not include—
  - (i) any part of the bed of the river which is not in Crown ownership or control; or
  - (ii) any land which the waters of the river do not cover at its fullest flow without overtopping its banks; or
  - (iii) any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal); or
  - (iv) any tributary flowing into a river, unless expressly provided to the contrary in the description of a particular river contained in any of Schedules 14 to 77

**statutory acknowledgement** means an acknowledgement made by the Crown by virtue of section 206 or section 313 or section 332 in respect of a statutory area, and except as expressly provided, on the terms set out in sections 206 to 220

**statutory areas** means the areas, rivers, lakes, and wetlands described in Schedules 14 to 77, 100 to 104, and 108, the general locations of which are indicated on the SO plans referred to in those schedules, and **statutory area** means any one of them

**wetland**—

- (a) means—

- (i) a permanently or intermittently wet area, shallow water, and land water margin that supports a natural ecosystem of plants and animals that are adapted to wet conditions; and
- (ii) the land beneath that wet area, shallow water, and land water margin; but
- (b) does not include—
  - (i) any part of the land beneath the wet area, shallow water, or land water margin which is not in Crown ownership or control; or
  - (ii) any land bordering the wetland; or
  - (iii) any river or watercourse, artificial or otherwise, draining into or out of a wetland; or
  - (iv) any lake.
- (2) SO references are included in Schedules 14 to 77 for the purposes of indicating the general location of the statutory areas, and are not intended to establish the precise boundaries of the statutory areas.

#### **206 Statutory acknowledgements by the Crown**

The Crown acknowledges the statements made by Te Rūnanga o Ngāi Tahu of the particular cultural, spiritual, historic, and traditional association of Ngāi Tahu with the statutory areas, the texts of which are set out in Schedules 14 to 77.

#### **207 Distribution of applications to Te Rūnanga o Ngāi Tahu**

- (1) The Governor-General may, on the recommendation of the Minister for the Environment, from time to time, by Order in Council, make regulations, as contemplated by clause 12.2.3 of the deed of settlement,—
  - (a) providing for consent authorities to forward to Te Rūnanga o Ngāi Tahu a summary of any applications received for resource consents for activities within, adjacent to, or impacting directly on statutory areas; and
  - (b) providing for Te Rūnanga o Ngāi Tahu to waive its rights to be notified pursuant to such regulations.
- (2) Nothing in any regulations made pursuant to this section will in any way affect the discretion of a consent authority as to whether or not to notify any application pursuant to sections 93 to 94C of the Resource Management Act 1991, and whether or not Te Rūnanga o Ngāi Tahu may be adversely affected under those sections.
- (3) Regulations under this section are secondary legislation (*see* Part 3 of the Legislation Act 2019 for publication requirements).

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#### **Legislation Act 2019 requirements for secondary legislation made under this section**

**Publication** PCO must publish it on the legislation website and notify it in the *Gazette* LA19 s 69(1)(c)

<b>Presentation</b>	The Minister must present it to the House of Representatives	LA19 s 114, Sch 1 cl 32(1)(a)
<b>Disallowance</b>	It may be disallowed by the House of Representatives	LA19 ss 115, 116

*This note is not part of the Act.*

Section 207(2): amended, on 1 August 2003, by section 105(1)(a) of the Resource Management Amendment Act 2003 (2003 No 23).

Section 207(2): amended, on 1 August 2003, by section 105(1)(b) of the Resource Management Amendment Act 2003 (2003 No 23).

Section 207(3): inserted, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

## **208 Local authorities must have regard to statutory acknowledgements**

From the effective date, and without derogating from its obligations under Part 2 of the Resource Management Act 1991, a consent authority must have regard to the statutory acknowledgement relating to a statutory area in forming an opinion in accordance with sections 93 to 94C of that Act as to whether Te Rūnanga o Ngāi Tahu is a person who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or impacting directly on, the statutory area.

Section 208: substituted, on 1 August 2003, by section 105(2) of the Resource Management Amendment Act 2003 (2003 No 23).

## **209 Environment Court to have regard to statutory acknowledgements**

From the effective date, and without derogating from its obligations under Part 2 of the Resource Management Act 1991, the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in determining, pursuant to section 274 of the Resource Management Act 1991, whether Te Rūnanga o Ngāi Tahu is a person having an interest in the proceedings greater than the public generally in respect of an application for a resource consent for activities within, adjacent to, or impacting directly on the statutory area.

## **210 Heritage New Zealand Pouhere Taonga and Environment Court to have regard to statutory acknowledgements**

- (1) If, on or after the effective date, an application is made under section 44, 56, or 61 of the Heritage New Zealand Pouhere Taonga Act 2014 for an authority to undertake an activity that will or may modify or destroy an archaeological site within a statutory area,—
  - (a) Heritage New Zealand Pouhere Taonga, in exercising its powers under section 48, 56, or 62 of that Act in relation to the application, must have regard to the statutory acknowledgement relating to the statutory area; and
  - (b) the Environment Court, in determining under section 59(1) or 64(1) of that Act any appeal against a decision of Heritage New Zealand Pouhere Taonga in relation to the application, must have regard to the statutory

acknowledgement relating to the statutory area, including in making a determination as to whether Te Rūnanga o Ngāi Tahu is a person directly affected by the decision.

- (2) In this section, **archaeological site** has the meaning given in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014.

Section 210: replaced, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

### **211 Use of statutory acknowledgement with submissions**

- (1) Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui may cite the relevant statutory acknowledgement in submissions to, and in proceedings before, a consent authority, the Environment Court, or Heritage New Zealand Pouhere Taonga concerning activities within, adjacent to, or impacting directly on a statutory area as evidence of Ngāi Tahu's association with the statutory area.
- (2) For the avoidance of doubt, the content of the association, as recorded in a statutory acknowledgement, is not by virtue of the statutory acknowledgement binding as deemed fact upon consent authorities, the Environment Court, Heritage New Zealand Pouhere Taonga, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the statutory acknowledgement may be taken into account by them.
- (3) Neither Te Rūnanga o Ngāi Tahu nor any member of Ngāi Tahu Whānui is precluded from stating that Ngāi Tahu has any association with the statutory area not described in the relevant statutory acknowledgement, nor does the content or existence of the statutory acknowledgement derogate from any such statement.

Section 211(1): amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Section 211(2): amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

### **212 Authorisation to enter into deeds of recognition**

Where a statutory acknowledgement has been made by section 206 or by section 332(1), the Minister of the Crown responsible for the management or administration of the land within a statutory area, or the Commissioner of Crown Lands, as the case may be, has power to enter into a deed of recognition in respect of the land within the statutory area.

### **213 Form and terms of deeds of recognition**

A deed of recognition entered into pursuant to section 212 must provide that—

- (a) Te Rūnanga o Ngāi Tahu must be consulted; and
- (b) particular regard must be had to the views of Te Rūnanga o Ngāi Tahu relating to the association described in the statutory acknowledgement to

which the deed of recognition relates, concerning the management or administration of the statutory area by the responsible Minister of the Crown, or the Commissioner of Crown Lands, as the case may be,—

on the matters specified in the deed of recognition.

#### **214 Alienation of land**

In the event that land in respect of which a deed of recognition applies is alienated by the Crown, the deed of recognition is automatically terminated.

#### **215 Purposes of statutory acknowledgements**

Without limiting sections 216 to 219, the only purposes of the statutory acknowledgements are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu, as required by regulations made pursuant to section 207; and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to the statutory acknowledgements in relation to the statutory areas, as provided in sections 208 to 210; and
- (c) to empower the Minister of the Crown responsible for management of the statutory areas, or the Commissioner of Crown Lands, as the case may be, to enter into deeds of recognition, as provided in section 212; and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite statutory acknowledgements as evidence of the association of Ngāi Tahu to the statutory areas, as provided in section 211.

Section 215(b): amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

#### **216 Purposes of deeds of recognition**

Without limiting sections 217 to 219, the only purposes of the deeds of recognition are to require that Te Rūnanga o Ngāi Tahu be consulted, and particular regard had to its views, as provided in section 213.

#### **217 Exercise of powers, duties, and functions**

Except as expressly provided in sections 208 to 211, 213, 215, and 216,—

- (a) neither a statutory acknowledgement nor a deed of recognition affects, or may be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to a statutory area (as described in the relevant statu-



tory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if no statutory acknowledgement or deed of recognition existed in respect of that statutory area.

### **218 Rights not affected**

Except as expressly provided in sections 206 to 220, neither a statutory acknowledgement nor a deed of recognition affects the lawful rights or interests of any person who is not a party to the deed of settlement.

### **219 Limitation of rights**

Except as expressly provided in sections 206 to 220, neither a statutory acknowledgement, nor a deed of recognition has of itself the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, a statutory area.

### **220 Recording of statutory acknowledgements on statutory plans**

- (1) Local authorities within the Ngāi Tahu claim area must attach to all regional policy statements, district plans, and regional plans (including proposed plans and proposed policy statements) from time to time prepared pursuant to the Resource Management Act 1991, information recording all statutory acknowledgements affecting statutory areas covered wholly or partly by such policy statements or plans, either by way of reference to this Part or by setting out the statutory acknowledgements in full.
- (2) The attachment of information to any policy statement or plan pursuant to subsection (1) is for the purpose of public information only and the information is neither part of the plan (unless adopted by the relevant regional council or district council) nor subject to the provisions of Schedule 1 of the Resource Management Act 1991.

### **221 Pikirakatahi (Mount Earnslaw)**

- (1) If any part of the area included in pastoral lease CL 338/105 (Otago Land District) on 21 November 1997 is ever surrendered to the Crown, then such part of that area as—
  - (a) is held under the Conservation Act 1987 or under a statute listed in Schedule 1 of the Conservation Act 1987; and
  - (b) is identified using similar processes to those used before the date of the deed of settlement by Te Rūnanga o Ngāi Tahu and the Crown for identification of statutory areas which are mountains; and
  - (c) is agreed by Te Rūnanga o Ngāi Tahu and the Crown—becomes part of the statutory area known as Pikirakatahi (Mount Earnslaw) for the purposes of sections 205 to 220, on the date on which the agreement of Te Rūnanga o Ngāi Tahu and the Crown, pursuant to this subsection, is notified in the *Gazette* pursuant to subsection (2).

- (2) As soon as reasonably practicable after Te Rūnanga o Ngāi Tahu and the Crown agree pursuant to subsection (1)(c), the Minister of Conservation must notify that agreement, and the inclusion of the agreed area as part of the statutory area known as Pikirakatahi (Mount Earnslaw) pursuant to subsection (1), in the *Gazette*.

## **222 Tokatā (The Nuggets)**

- (1) If any part of the area described as the “Islands” in Item 11 of attachment 12.129 of the deed of settlement is confirmed at any time to be in Crown ownership, that area becomes part of the statutory area known as Tokatā (The Nuggets) for the purposes of sections 205 to 220 on the date on which the confirmation of Crown ownership is notified in the *Gazette* pursuant to subsection (2).
- (2) As soon as reasonably practicable after any part of the Islands is confirmed to be in Crown ownership, the Minister of the Crown responsible for the department which manages that area must notify that confirmation, and the inclusion of that area as part of the statutory area known as Tokatā (The Nuggets) pursuant to subsection (1), in the *Gazette*.

### *Amendments to Resource Management Act 1991*

## **223 Notification of application**

*[Repealed]*

Section 223: repealed, on 1 August 2003, by section 96 of the Resource Management Amendment Act 2003 (2003 No 23).

## **224 Application not requiring notification**

*[Repealed]*

Section 224: repealed, on 1 August 2003, by section 96 of the Resource Management Amendment Act 2003 (2003 No 23).

## **225 Representation at proceedings**

*Amendment(s) incorporated in the Act(s).*

## **226 New Schedule 11 inserted**

*Amendment(s) incorporated in the Act(s).*

### *Amendments to Historic Places Act 1993*

## **227 Interpretation**

*Amendment(s) incorporated in the Act(s).*

## **228 Powers of Trust in relation to authority application**

*Amendment(s) incorporated in the Act(s).*

## **229 Rights of appeal**

*Amendment(s) incorporated in the Act(s).*

*Te Rūnanga o Ngāi Tahu to be statutory adviser*

## **230 Interpretation**

In sections 231 to 236,—

**sites** means the areas described in Schedule 79 and in sections 176 and 199, and **site** means any one of them

**statutory adviser** means Te Rūnanga o Ngāi Tahu in its role as an adviser to the Minister of Conservation appointed under section 231, on the terms set out in sections 232 and 233.

## **231 Appointment of statutory adviser**

Te Rūnanga o Ngāi Tahu is appointed as a statutory adviser in respect of the sites.

## **232 Functions of statutory adviser**

As a statutory adviser, Te Rūnanga o Ngāi Tahu may provide advice directly to the Minister of Conservation in respect of a site when the Minister is—

- (a) considering any draft conservation management plan or conservation management strategy under the Conservation Act 1987 or any national park management plan under the National Parks Act 1980; or
- (b) formulating written recommendations to the New Zealand Conservation Authority—

in respect of that site.

## **233 Duty to have particular regard to advice**

The Minister of Conservation must have particular regard to the advice given by Te Rūnanga o Ngāi Tahu pursuant to section 232.

## **234 Exception with regard to Te Waihora joint management plan**

Sections 232 and 233 do not apply to the consideration or approval by the Minister of Conservation of a joint management plan in the manner provided in clause 11.6.19 of the deed of settlement, or to the consideration or approval of any review or amendment of any such plan.

## **235 Pikirakatahi (Mount Earnslaw)**

- (1) If any part of the area presently included in pastoral lease CL 338/105 (Otago Land District) on 21 November 1997 is ever surrendered to the Crown and becomes a conservation area and managed by the Department of Conservation, then such part of that area as—

- (a) is held under the Conservation Act 1987 or under a statute listed in Schedule 1 of the Conservation Act 1987; and
- (b) is identified using similar processes to those used before the date of the deed of settlement by Te Rūnanga o Ngāi Tahu and the Crown for the identification of sites which are mountains; and
- (c) is agreed by Te Rūnanga o Ngāi Tahu and the Crown—

becomes part of the site known as Pīkirakatahi (Mount Earnslaw) for the purposes of sections 230 to 233, on the date on which the agreement of Te Rūnanga o Ngāi Tahu and the Crown, pursuant to this subsection, is notified in the *Gazette* pursuant to subsection (2).

- (2) As soon as reasonably practicable after Te Rūnanga o Ngāi Tahu and the Crown agree pursuant to subsection (1)(c), the Minister of Conservation must notify that agreement, and the inclusion of the agreed area as part of the site known as Pīkirakatahi (Mount Earnslaw) pursuant to subsection (1), in the *Gazette*.

### 236 Tokatā (The Nuggets)

- (1) If any part of the area described as the “Islands” in Item 11 of attachment 12.129 of the deed of settlement is confirmed at any time to be in Crown ownership, that area becomes part of the site known as Tokatā (The Nuggets) for the purposes of sections 230 to 233 on the date on which the confirmation of Crown ownership is notified in the *Gazette* pursuant to subsection (2).
- (2) As soon as reasonably practicable after any part of the Islands are confirmed to be in Crown ownership, the Minister of the Crown responsible for the department which manages that area must notify that confirmation, and the inclusion of that area as part of the site known as Tokatā (The Nuggets) pursuant to subsection (1), in the *Gazette*.

### *Tōpuni*

### 237 Interpretation

In sections 238 to 253,—

**Ngāi Tahu values** means, in relation to a Tōpuni, Te Rūnanga o Ngāi Tahu’s statement of the cultural, spiritual, historic, and traditional association of Ngāi Tahu with the Tōpuni

**Tōpuni** means an area of land which is administered under the National Parks Act 1980, the Conservation Act 1987, or the Reserves Act 1977, has Ngāi Tahu values, and is declared as Tōpuni under section 238 and on the terms set out in sections 239 to 252.

### 238 Declaration as Tōpuni

The areas described in Schedules 80 to 93 are Tōpuni.

**239 Description of Ngāi Tahu values**

The Crown acknowledges the Ngāi Tahu values in relation to the Tōpuni, the texts of which are set out in Schedules 80 to 93.

**240 Actions by Minister of Conservation in Tōpuni**

- (1) Te Rūnanga o Ngāi Tahu and the Crown may, from time to time, agree on specific principles which are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāi Tahu values in relation to each Tōpuni.
- (2) Any principles agreed pursuant to subsection (1), and any amendments to such principles, must be notified by the Minister of Conservation in the *Gazette*.

**241 New Zealand Conservation Authority and conservation boards to have particular regard to Ngāi Tahu values**

When the New Zealand Conservation Authority or any conservation board approves or otherwise considers any general policy, conservation management strategy, conservation management plan, or national park management plan in respect of a Tōpuni, it must have particular regard to—

- (a) the Ngāi Tahu values of the Tōpuni; and
- (b) any specific principles agreed, from time to time, between Te Rūnanga o Ngāi Tahu and the Crown pursuant to section 240.

**242 New Zealand Conservation Authority and relevant conservation boards to consult with Te Rūnanga o Ngāi Tahu**

The New Zealand Conservation Authority or relevant conservation board must consult with Te Rūnanga o Ngāi Tahu and have particular regard to its views as to the effect on the Ngāi Tahu values of any policy, strategy, or plan referred to in section 241.

**243 Notification of Tōpuni**

- (1) The Tōpuni declared by section 238 must be identified and described in the relevant conservation management strategies, conservation management plans, and national park management plans.
- (2) The initial identification and description of the Tōpuni in a conservation management strategy, conservation management plan, or national park management plan is for the purpose of public notice only and is not an amendment to the conservation management strategy, conservation management plan, or national park management plan for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.
- (3) The declaration of the Tōpuni in section 238 must be notified by the Minister of Conservation in the *Gazette*.

**244 Actions by Director-General**

- (1) On notification by the Minister of Conservation in the *Gazette* of the specific principles referred to in section 240, and subject to subsections (2) to (4), the Director-General must take action in relation to those principles.
- (2) The Director-General retains a complete discretion to determine the method and extent of the action referred to in subsection (1).
- (3) The Director-General must notify Te Rūnanga o Ngāi Tahu of what action the Director-General intends to take pursuant to subsections (1) and (2).
- (4) If requested in writing by Te Rūnanga o Ngāi Tahu, the Director-General must not take action in respect of the specific principles referred to in section 240 to which the request relates.
- (5) Without limiting subsection (2), the Director-General may, after consultation with the conservation boards affected, initiate an amendment of any relevant conservation management strategy, conservation management plan, or national park management plan to incorporate objectives relating to the specific principles referred to in section 240, including a recommendation to make bylaws or promulgate regulations.
- (6) Any amendment initiated pursuant to subsection (5) is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act 1987, or section 46(1) to (4) of the National Parks Act 1980, as the case may be.
- (7) The Director-General may, at his or her discretion, notify in the *Gazette* any action intended to be taken pursuant to this section.

**245 Regulations**

- (1) The Governor-General may, on the recommendation of the Minister of Conservation, from time to time, by Order in Council, make regulations for the following purposes:
  - (a) providing for the implementation of objectives included in conservation management strategies, conservation management plans, and national park management plans pursuant to section 244(5):
  - (b) regulating or prohibiting activities or conduct by members of the public in a Tōpuni:
  - (c) creating offences in respect of the contravention of any regulations made pursuant to paragraph (b), and providing for the imposition of fines not exceeding \$5,000 for those offences.
- (2) Regulations under this section are secondary legislation (*see* Part 3 of the Legislation Act 2019 for publication requirements).

**Legislation Act 2019 requirements for secondary legislation made under this section**

<b>Publication</b>	PCO must publish it on the legislation website and notify it in the <i>Gazette</i>	LA19 s 69(1)(c)
<b>Presentation</b>	The Minister must present it to the House of Representatives	LA19 s 114, Sch 1 cl 32(1)(a)

**Disallowance** It may be disallowed by the House of Representatives LA19 ss 115, 116  
*This note is not part of the Act.*

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Section 245(2): inserted, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

## 246 Bylaws

- (1) The Minister of Conservation may, upon the recommendation of Te Rūnanga o Ngāi Tahu, make bylaws for the following purposes:
  - (a) providing for the implementation of objectives included in conservation management strategies, conservation management plans, and national park management plans pursuant to section 244(5):
  - (b) regulating or prohibiting activities or conduct by members of the public in a Tōpuni:
  - (c) creating offences in respect of the contravention of any bylaws made pursuant to paragraph (b), and providing for the imposition of fines not exceeding \$1,000 for those offences.
- (2) Bylaws under this section are secondary legislation (*see* Part 3 of the Legislation Act 2019 for publication requirements).

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### Legislation Act 2019 requirements for secondary legislation made under this section

<b>Publication</b>	It is not required to be published	LA19 s 73(2)
<b>Presentation</b>	It is not required to be presented to the House of Representatives because a transitional exemption applies under Schedule 1 of the Legislation Act 2019	LA19 s 114, Sch 1 cl 32(1)(a)
<b>Disallowance</b>	It may be disallowed by the House of Representatives	LA19 ss 115, 116

*This note is not part of the Act.*

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Section 246(2): inserted, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

## 247 Existing classification of Tōpuni

Notwithstanding the declaration of a Tōpuni by section 238 or the revocation of a Tōpuni pursuant to section 248, the purpose or classification of the area in which a Tōpuni is located as a national park, conservation area, or reserve is not overridden.

## 248 Revocation of status

- (1) The Governor-General may, on the recommendation of the Minister of Conservation, by Order in Council declare that an area previously declared as Tōpuni is no longer a Tōpuni.
- (2) The Minister of Conservation must not make a recommendation for the purposes of subsection (1) unless Te Rūnanga o Ngāi Tahu and the Minister of Conservation have agreed in writing that Tōpuni status is no longer appropriate for the area concerned.

- (3) The Minister of Conservation must ensure that an order under this section is published in the *Gazette*.

Section 248(3): inserted, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

#### **249 Purpose of declaration as Tōpuni**

Without limiting sections 250 to 252, the declaration of Tōpuni by section 238 and the acknowledgement of the Ngāi Tahu values in respect of those areas in section 239 are for the following purposes only:

- (a) the agreement on specific principles pursuant to section 240:
- (b) the requirement that the New Zealand Conservation Authority and conservation boards have particular regard to the Ngāi Tahu values and those specific principles, as provided in section 241:
- (c) the requirement that the New Zealand Conservation Authority and conservation boards consult with Te Rūnanga o Ngāi Tahu and have particular regard to its views, as provided in section 242:
- (d) the taking of action in respect of those specific principles as provided in section 244.

#### **250 Exercise of powers, duties, and functions**

Except as expressly provided in sections 237 to 253,—

- (a) neither the declaration of Tōpuni by section 238, nor the acknowledgement of the Ngāi Tahu values in section 239, affects or may be taken into account in the exercise of any power, duty, or function of any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to the Ngāi Tahu values than that person or entity would give under the relevant statute, regulation, or bylaw, if no Tōpuni had been declared and no Ngāi Tahu values acknowledged.

#### **251 Rights not affected**

Except as expressly provided in sections 237 to 253, neither the declaration of Tōpuni by section 238, nor the acknowledgement of the Ngāi Tahu values in section 239 affects the lawful rights or interests of any person who is not a party to the deed of settlement.

#### **252 Limitation of rights**

Except as expressly provided in sections 237 to 253, neither the declaration of Tōpuni by section 238, nor the acknowledgement of the Ngāi Tahu values in section 239 has, of itself, the effect of granting, creating, or providing evidence



of any estate or interest in, or any rights of any kind whatsoever relating to, Tōpuni.

**253 Pikirakatahi (Mount Earnslaw)**

- (1) If any part of the area included in pastoral lease CL 338/105 (Otago Land District) on 21 November 1997 is ever surrendered to the Crown and becomes a conservation area managed by the Department of Conservation, then such part of that area as—
  - (a) is held under the Conservation Act 1987 or a statute listed in Schedule 1 of the Conservation Act 1987; and
  - (b) is identified using similar processes to those used before the date of the deed of settlement by Te Rūnanga o Ngāi Tahu and the Crown for identification of Tōpuni which are mountains; and
  - (c) is agreed by Te Rūnanga o Ngāi Tahu and the Crown—becomes part of the Tōpuni known as Pikirakatahi (Mount Earnslaw) for the purposes of sections 237 to 252, on the date on which the agreement of Te Rūnanga o Ngāi Tahu and the Crown, pursuant to this subsection, is notified in the *Gazette* pursuant to subsection (2).
- (2) As soon as reasonably practicable after Te Rūnanga o Ngāi Tahu and the Crown agree pursuant to subsection (1)(c), the Minister of Conservation must notify that agreement, and the inclusion of the agreed area as part of the Tōpuni known as Pikirakatahi (Mount Earnslaw) pursuant to subsection (1), in the *Gazette*.

*Provision for Kahurangi pouwhenua*

**254 Pouwhenua**

- (1) Notwithstanding section 49 of the National Parks Act 1980 and Part 3B of the Conservation Act 1987, but subject to subsection (4), Te Rūnanga o Ngāi Tahu may erect and maintain a pouwhenua within the Tōpuni declared by section 238 in Kahurangi National Park.
- (2) Te Rūnanga o Ngāi Tahu has responsibility for the pouwhenua.
- (3) Te Rūnanga o Ngāi Tahu may have access to the pouwhenua.
- (4) The Minister of Conservation may impose such terms and conditions as the Minister considers appropriate—
  - (a) relating to the erection of the pouwhenua;
  - (b) for the protection of the national park values of the area;
  - (c) to avoid, remedy, or mitigate any adverse effects arising from erecting and maintaining the pouwhenua.

*Nohoanga entitlements***255 Interpretation**

In sections 256 to 268,—

**entitlement land** means a site over which a nohoanga entitlement is granted

**holder** means the holder for the time being of a nohoanga entitlement, and includes any permitted assignee of Te Rūnanga o Ngāi Tahu's rights pursuant to a nohoanga entitlement and any holder of a sub-entitlement granted pursuant to section 260

**land holding agent** means the Minister of the Crown responsible for the department which manages the existing or proposed entitlement land, or the Commissioner of Crown Lands, as the case may be

**nohoanga entitlement** means an entitlement created and granted pursuant to section 256(1) and (2).

**256 Creation and granting of nohoanga entitlements**

- (1) The Crown may create and grant to Te Rūnanga o Ngāi Tahu renewable entitlements over Crown-owned land in the Ngāi Tahu claim area which meets the criteria set out in section 258, other than land in a national park, a marginal strip, a nature reserve, an esplanade reserve, a scientific reserve, or that part of an unformed legal road (including a road reserve) within 20 metres of a waterway.
- (2) Nohoanga entitlements are created and granted for the purpose of permitting members of Ngāi Tahu Whānui to occupy temporarily land close to waterways on a non-commercial basis, so as to have access to waterways for lawful fishing and gathering of other natural resources.
- (3) The Crown must create and grant 72 nohoanga entitlements to Te Rūnanga o Ngāi Tahu for an initial term of 10 years—
  - (a) in the form set out in Schedule 94; and
  - (b) over the entitlement land identified in Schedule 95; and
  - (c) on the terms and conditions (if any) set out in Schedule 95.
- (4) Nohoanga entitlements must be granted pursuant to subsection (3) no later than 5 business days after the completion of surveys of the entitlement land and approval of those surveys by the Surveyor-General.
- (5) The Crown must take reasonable steps to complete the surveys of the entitlement land for the purpose of granting the nohoanga entitlements within 9 months after the settlement date, but in any event must complete the surveys no later than 12 months after the settlement date.
- (6) Unless terminated pursuant to section 265, the nohoanga entitlements must be renewed for further terms of 10 years.

- (7) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the granting of a nohoanga entitlement.
- (8) Part 3B of the Conservation Act 1987 does not apply to the granting of a nohoanga entitlement.
- (9) The grant of a nohoanga entitlement pursuant to subsection (4) must be notified by the land holding agent in the *Gazette*.
- (10) The Surveyor-General must note the grant of a nohoanga entitlement pursuant to subsection (4), and the notice in the *Gazette* published pursuant to subsection (9), in his or her records.

Section 256(4): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

Section 256(10): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

#### **257 Vesting of entitlement land**

- (1) At the Crown's discretion, the Crown may vest in Te Rūnanga o Ngāi Tahu an estate in fee simple in any entitlement land.
- (2) After consultation with Te Rūnanga o Ngāi Tahu and having had particular regard to its views, the Crown may impose such conditions as it considers necessary or desirable as to the ongoing management and administration of the surrounding area to the entitlement land, the fee simple estate in which is vested in Te Rūnanga o Ngāi Tahu pursuant to subsection (1).
- (3) The vesting of a fee simple estate in Te Rūnanga o Ngāi Tahu pursuant to subsection (1) discharges the Crown fully from its obligation to grant a nohoanga entitlement over that entitlement land or any replacement entitlement land.
- (4) The relevant land holding agent must, before a vesting pursuant to subsection (1), comply with any statutory or regulatory requirements and processes relating to the alienation of the relevant entitlement land by the Crown.

#### **258 Type of land**

The land over which a nohoanga entitlement is granted is to be determined by the land holding agent and the Minister of Māori Affairs in agreement with Te Rūnanga o Ngāi Tahu and must be land—

- (a) already in Crown ownership; and
- (b) of approximately 1 hectare in area (unless otherwise agreed in writing by those persons) and suitable for temporary occupation; and
- (c) situated sufficiently close to a waterway to permit convenient access to the waterway (normally land adjacent to the marginal strip or esplanade reserve or similar strip bordering the waterway itself); and
- (d) to which lawful access exists; and

- (e) where the existing practices and patterns of public use at the time the nohoanga entitlement is created are not unreasonably impaired by the granting of a nohoanga entitlement; and
- (f) the location of which does not unreasonably exclude public access to any waterway.

### **259 Rights attaching to nohoanga entitlements**

- (1) The holder of a nohoanga entitlement has the right to occupy temporarily the entitlement land to the exclusion of any other person (other than agents of the Crown, or other persons empowered by statute, and undertaking their normal functions in relation to the land) for up to 210 days in any calendar year (such days to exclude any day on and from 1 May to 15 August).
- (2) The holder has the right to erect camping shelters or similar temporary dwellings during the period or periods that the right to occupy the entitlement land pursuant to subsection (1) is being exercised.
- (3) The holder must,—
  - (a) when ceasing to exercise the right to occupy the entitlement land pursuant to subsection (1), remove camping shelters or temporary dwellings erected pursuant to subsection (2); and
  - (b) leave the entitlement land in substantially the same condition as it was in at the beginning of the period in each year when occupation may commence pursuant to subsection (1), except for temporary effects normally associated with this type of occupation.
- (4) Notwithstanding subsection (3) but subject to subsections (5) to (8) and section 260(4), the holder may, with the consent of the land holding agent, undertake such activities on the entitlement land as may be reasonably necessary to enable the entitlement land to be used for the purpose set out in section 256(2).
- (5) The giving of consent by a land holding agent pursuant to subsection (4) is completely at the land holding agent's discretion and subject to such conditions as the land holding agent thinks fit.
- (6) Where entitlement land is land held under the Conservation Act 1987 or a statute listed in Schedule 1 of the Conservation Act 1987, the land holding agent may, in considering whether to give consent pursuant to subsection (4),—
  - (a) require an environmental impact report in relation to the proposed activities and an audit of that report at the holder's expense; and
  - (b) impose reasonable conditions to avoid, remedy, or mitigate any adverse effects of the activities on the entitlement land and the surrounding land or on any wildlife.
- (7) When applying for a consent pursuant to subsection (4), the holder must provide to the land holding agent details of the proposed activities, including but not limited to,—

- (a) the effect of the activities on the entitlement land and, where the entitlement land is land held under the Conservation Act 1987 or a statute listed in Schedule 1 of the Conservation Act 1987, on the surrounding land and upon any wildlife; and
  - (b) any proposed measures by the holder to avoid, remedy, or mitigate any adverse effects.
- (8) If the Crown has complied with its obligations pursuant to the nohoanga entitlement, it is not obliged to compensate the holder for any activities undertaken by the holder pursuant to subsection (4), whether on termination of the nohoanga entitlement or at any other time.
- (9) Part 3B of the Conservation Act 1987 does not apply to this section.

## **260 Obligations related to nohoanga entitlements**

- (1) The existence and exercise of a nohoanga entitlement—
  - (a) must not impede public access along a waterway; and
  - (b) does not restrict the Crown's right to alienate either the entitlement land, land adjacent to the entitlement land, or land adjacent to the waterway next to which the entitlement land is situated.
- (2) If the Crown alienates, or changes the classification or status of, land adjacent to the entitlement land, with the result that lawful access to the entitlement land no longer exists, the Crown must ensure that Te Rūnanga o Ngāi Tahu continues to have the same type of access to the entitlement land as existed prior to the alienation or change of classification or status, unless and until the nohoanga entitlement over that entitlement land is terminated pursuant to section 265.
- (3) The Crown's obligations pursuant to subsection (2) are subject to its obligation to comply with any statutory or regulatory requirements.
- (4) The holder, and the activities carried on by the holder on the entitlement land (including any work undertaken on the entitlement land pursuant to section 259(4) to (8)), are subject to all laws, bylaws, regulations, and land and water management practices relating to the entitlement land.
- (5) In carrying out land and water management practices relating to the entitlement land, the land holding agent must—
  - (a) have regard to the existence of the nohoanga entitlement; and
  - (b) notify Te Rūnanga o Ngāi Tahu of any activity which may affect the holder; and
  - (c) avoid unreasonable disruption to the holder.
- (6) Subject to subsection (5),—
  - (a) a nohoanga entitlement may be suspended at any time at the discretion of the land holding agent, after consulting with Te Rūnanga o Ngāi Tahu

and having particular regard to its views, if necessary for reasons of management in accordance with the purposes for which the land over which the nohoanga entitlement has been granted is held; and

- (b) if a nohoanga entitlement is suspended pursuant to this subsection, the rights under that nohoanga entitlement may be exercised by the holder outside the entitlement period described in section 259(1) for a time equal to the period of suspension.
- (7) The rights of Te Rūnanga o Ngāi Tahu under a nohoanga entitlement may be assigned by Te Rūnanga o Ngāi Tahu to any Papatipu Rūnanga.
  - (8) Te Rūnanga o Ngāi Tahu must, before assigning any of its rights pursuant to subsection (7), give to the Crown written notice of its intention to assign its rights, including the contact details of the person or persons responsible for the receipt of notices in respect of the nohoanga entitlement.
  - (9) An assignment by Te Rūnanga o Ngāi Tahu of any of its rights pursuant to subsections (7) and (8) is without prejudice to the Crown's rights, powers, and remedies against Te Rūnanga o Ngāi Tahu under the nohoanga entitlement.
  - (10) Te Rūnanga o Ngāi Tahu or its assignee may grant sub-entitlements to members of Ngāi Tahu Whānui in respect of each nohoanga entitlement.
  - (11) A sub-entitlement granted pursuant to subsection (10) must be consistent with the terms of the nohoanga entitlement in respect of which it is granted.
  - (12) The Crown's obligations to notify Te Rūnanga o Ngāi Tahu of any matter pursuant to a nohoanga entitlement do not extend to any holder of a sub-entitlement granted pursuant to subsection (10).
  - (13) On termination of a nohoanga entitlement, any sub-entitlement granted pursuant to subsection (10) is automatically terminated.
  - (14) The holder of a nohoanga entitlement has rights of enforcement of the nohoanga entitlement against a person who is not a party to the deed of settlement as if the holder were the owner of the entitlement land.
  - (15) Nohoanga entitlements are subject to—
    - (a) such other special terms and conditions as the Crown reasonably requires to give effect to sections 255 to 268; and
    - (b) such variations as may be agreed by the land holding agency and Te Rūnanga o Ngāi Tahu to the provisions of section 259—which are contained in each particular nohoanga entitlement.

## **261 Boundaries of entitlement land**

The boundaries of entitlement land must be defined by 1 or more of the following methods:

- (a) by references to any plan lodged in the office of the Surveyor-General and approved by the Surveyor-General:

- (b) by reference to any existing survey plan:
- (c) in accordance with a plan that meets standards agreed from time to time by the land holding agent and the Surveyor-General.

Section 261(a): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

## **262 Section 44 of Reserves Act 1977 not to apply**

Section 44 of the Reserves Act 1977 does not apply to nohoanga entitlements which are granted over land held under that Act.

## **263 Rates**

The grant of a nohoanga entitlement is not a lease, licence, or other agreement for the purposes of note 2 of Part 1 of Schedule 1 of the Local Government (Rating) Act 2002.

Section 263: substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

## **264 Targeted rates**

Te Rūnanga o Ngāi Tahu is liable to pay targeted rates under section 9 of the Local Government (Rating) Act 2002 in respect of the entitlement land in proportion to the period for which Te Rūnanga o Ngāi Tahu is entitled to occupy the entitlement land under section 259(1).

Section 264: substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

## **265 Termination of nohoanga entitlements**

- (1) The Crown may terminate a nohoanga entitlement if—
  - (a) the Crown alienates the entitlement land during the term of a nohoanga entitlement; or
  - (b) the entitlement land is destroyed or permanently detrimentally affected by any natural cause; or
  - (c) it is a condition of the nohoanga entitlement that the entitlement land is on reserve land which may be required for the specific purpose for which it was originally set apart as a reserve and it becomes so required, or it is an unformed legal road which becomes formed; or
  - (d) subject to section 260(2), lawful access to the entitlement land no longer exists.
- (2) On termination of a nohoanga entitlement pursuant to subsection (1), unless the fee simple estate in the entitlement land has been vested in Te Rūnanga o Ngāi Tahu pursuant to section 257, the Crown must take reasonable steps to grant a replacement nohoanga entitlement over another site.
- (3) A site over which a replacement nohoanga entitlement is granted pursuant to subsection (2) must—

- (a) meet the criteria set out in sections 256(1), 258, and 260(1); and
  - (b) be identified by similar processes to those used by Te Rūnanga o Ngāi Tahu and the Crown for identification of entitlement land, prior to entry into the deed of settlement.
- (4) If the holder of a nohoanga entitlement defaults in performing any of the holder's obligations pursuant to the nohoanga entitlement, and—
- (a) the default is capable of remedy, the Crown may give written notice to Te Rūnanga o Ngāi Tahu specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances); or
  - (b) the default is not capable of remedy, the Crown may immediately terminate the nohoanga entitlement by notice in writing to Te Rūnanga o Ngāi Tahu.
- (5) Unless within 41 business days after the giving of notice pursuant to subsection (4)(a) the default specified in the notice has been remedied, or appropriate action has been taken to remedy the default as required in that notice, the Crown may immediately terminate the nohoanga entitlement by notice in writing to Te Rūnanga o Ngāi Tahu.
- (6) If a nohoanga entitlement is terminated pursuant to subsection (4)(b) or subsection (5), Te Rūnanga o Ngāi Tahu may apply to the Minister of Māori Affairs for a replacement nohoanga entitlement, after the expiry of 2 years from the date of termination.

#### **266 Purpose of creation of nohoanga entitlements**

Without limiting sections 267 and 268, the creation of nohoanga entitlements is for the sole purpose of permitting members of Ngāi Tahu Whānui to occupy temporarily land close to waterways, as provided in section 256(2).

#### **267 Rights not affected**

Except as expressly provided in sections 255 to 268, the existence of a nohoanga entitlement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

#### **268 Limitation of rights**

Except as expressly provided in sections 255 to 268, the existence of a nohoanga entitlement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the entitlement land.



*Place names*

**269 Amendment of place names on official maps**

- (1) Each place name in column 1 of Schedule 96 is amended to the name in column 2 of that schedule.
- (2) The amendments made by subsection (1) are deemed to have been made with the approval of the New Zealand Geographic Board and in accordance with the New Zealand Geographic Board Act 1946.

**270 Encouragement of use of original Māori place names**

*[Repealed]*

Section 270: repealed, on 1 November 2008, by section 38 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 (2008 No 30).

**271 Reinstatement of name of Kaiapoi Pā**

*Amendment(s) incorporated in the Act(s).*

*Appointments to statutory boards*

**272 New Zealand Conservation Authority**

- (1) *Amendment(s) incorporated in the Act(s).*
- (2) The person to be appointed pursuant to section 6D(1)(ca) of the Conservation Act 1987 (as inserted by subsection (1)) must be appointed within 6 months after the settlement date.

**273 Membership of Conservation Boards**

- (1) *Amendment(s) incorporated in the Act(s).*
- (2) The persons to be appointed pursuant to section 6P(7B)(a) and (7C)(a) of the Conservation Act 1987 (as inserted by subsection (1)) must be appointed not later than the close of 30 November 1999.

**274 Guardians of Lakes Manapōuri, Monowai, and Te Anau**

- (1), (2) *Amendment(s) incorporated in the Act(s).*
- (3) The person to be appointed on the nomination of Te Rūnanga o Ngāi Tahu pursuant to section 6X(1A) of the Conservation Act 1987 (as inserted by subsection (2)) must be appointed within 6 months after the settlement date.

**275 Guardians of Lake Wanaka**

- (1) *Amendment(s) incorporated in the Act(s).*
- (2) The person to be appointed on the nomination of Te Rūnanga o Ngāi Tahu pursuant to section 5(1A) of the Lake Wanaka Preservation Act 1973 (as inserted by subsection (1)) must be appointed within 6 months after the settlement date.

**276 New Zealand Geographic Board**

*Amendment(s) incorporated in the Act(s).*

*Te Rūnanga o Ngāi Tahu to be adviser to Fish and Game Councils*

**277 Interpretation**

In sections 278 to 280, the term **native game birds** means the following species:

- (a) Maunu/Pārerā (Grey duck—*Anas superciliosa*):
- (b) Pākura/Pūkeko (Pūkeko—*Porphyrio porphyrio*):
- (c) Pūtakitaki (Paradise shelduck—*Tadorna variegata*):
- (d) Tētē (Shoveller—*Anas rhynochotis*).

**278 Appointment as statutory adviser**

Te Rūnanga o Ngāi Tahu is appointed as a statutory adviser to each Fish and Game Council whose region falls wholly or partly within the boundaries of the Ngāi Tahu claim area, in respect of the matters referred to in section 279.

**279 Function of statutory adviser**

Pursuant to its appointment as a statutory adviser under section 278, Te Rūnanga o Ngāi Tahu may provide advice to a relevant Fish and Game Council in relation to—

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

**280 Duty to have particular regard to advice**

A Fish and Game Council to which Te Rūnanga o Ngāi Tahu provides advice pursuant to section 279 must have particular regard to that advice.

*Department of Conservation protocols*

**281 Interpretation**

In this Part, the term **protocol** means a statement in writing, issued by the Crown through the Minister of Conservation to Te Rūnanga o Ngāi Tahu, which sets out—

- (a) how the Department of Conservation will exercise its functions, powers, and duties in relation to specified matters within the Ngāi Tahu claim area; and
- (b) how the Department of Conservation will, on a continuing basis, interact with Te Rūnanga o Ngāi Tahu and provide for Te Rūnanga o Ngāi Tahu's input into its decision-making process.

### **282 Authority to issue, amend, or cancel protocols**

- (1) The Minister of Conservation may, from time to time, issue, amend, and cancel protocols.
- (2) Protocols may be amended or cancelled pursuant to subsection (1) at the initiative of either the Minister of Conservation or Te Rūnanga o Ngāi Tahu.
- (3) The Minister of Conservation may amend or cancel protocols pursuant to this section only after consulting Te Rūnanga o Ngāi Tahu and having particular regard to its views.
- (4) As soon as reasonably practicable after the issue, amendment, or cancellation of a protocol, the Minister of Conservation must notify such issue, amendment, or cancellation in the *Gazette*.

### **283 Protocols subject to Crown obligations**

Protocols are issued and amended, subject to, and without restriction upon,—

- (a) the obligations of the Minister of Conservation and the Department of Conservation to discharge their respective functions, powers, and duties in accordance with existing law and government policy from time to time; and
- (b) the Crown's powers to amend policy, and introduce legislation amending existing law.

### **284 Noting of protocols**

- (1) The existence of protocols, once issued, and as amended from time to time, including the definition of protocols as set out in section 281 and a summary of the terms of issue of protocols, must be noted in conservation management strategies, conservation management plans, and national park management plans affecting the Ngāi Tahu claim area.
- (2) Noting of protocols pursuant to subsection (1) is for the purpose of public notice only and is not an amendment to the relevant strategies or plans for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

### **285 Enforceability of protocols**

- (1) The Minister of Conservation must comply with a protocol as long as it remains in force.

- (2) If the Minister of Conservation fails unreasonably to comply with a protocol, Te Rūnanga o Ngāi Tahu may, subject to the Crown Proceedings Act 1950, enforce the protocol by way of public law action against the Minister of Conservation.
- (3) Notwithstanding subsection (2), damages are not available as a remedy for failure to comply with a protocol.
- (4) This section does not apply to any guidelines developed pursuant to a protocol.

## 286 Limitation of rights

Except as expressly provided in sections 283 to 285 or in a protocol, a protocol does not of itself have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed, or administered under the Conservation Act 1987 or a statute listed in Schedule 1 of that Act.

### *Taonga species*

## 287 Interpretation

In sections 288 to 296,—

**recovery plan** means a written statement by the Department of Conservation of its intentions for the conservation of threatened species or endangered species over a defined period, that is intended to provide guidance to the Department of Conservation on the allocation of resources and promote discussion with the public, and includes any plan issued by the Minister of Conservation pursuant to section 41(1)(e) of the Wildlife Act 1953

**species recovery group** means a group of persons appointed for the purpose of making recommendations to the Department of Conservation in relation to a threatened or endangered species including persons with expertise relating to that threatened species from within the Department of Conservation and elsewhere, as well as persons who may be otherwise affected by such recommendations

**taonga species** means the species of birds, plants, and animals described in Schedule 97 found within the Ngāi Tahu claim area

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

**288 Special association with taonga species acknowledged**

The Crown acknowledges the cultural, spiritual, historic, and traditional association of Ngāi Tahu with the taonga species.

**289 Purpose of acknowledgement**

Without limiting sections 290 to 292, the acknowledgement in section 288 is for the purposes of sections 293 and 294 only.

**290 Exercise of powers, duties, and functions**

Except as expressly provided in sections 288 to 296,—

- (a) the acknowledgement made in section 288 does not affect, and may not be taken into account in the exercise of, any power, duty, or function of any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the taonga species than that person or entity would give under the relevant statute, regulation, or bylaw if no acknowledgement had been made by the Crown of that association to the taonga species.

**291 Rights not affected**

Except as expressly provided in sections 288 to 296, the acknowledgement made in section 288 does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

**292 Limitation of rights**

Except as expressly provided in sections 288 to 296, the acknowledgement made in section 288 does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any taonga species.

**293 Species management of all taonga species**

The Crown having acknowledged the special association of Ngāi Tahu to the taonga species in section 288, the Minister of Conservation must, with respect to all taonga species, including those subject to recovery plans or species recovery groups,—

- (a) advise Te Rūnanga o Ngāi Tahu in advance of any relevant conservation management strategy reviews or the preparation of any statutory or non-statutory plans, policies, or documents (including any amendments or reviews) relating to a taonga species; and
- (b) consult with, and have particular regard to the views of, Te Rūnanga o Ngāi Tahu when the Minister makes policy decisions concerning the

protection, management, or conservation of a taonga species, including—

- (i) recommendations to the Governor-General in Council for the promulgation of any regulations under any enactment; or
- (ii) the preparation of any plans or publications for the advancement, conservation, management, or control of a taonga species pursuant to section 41(1)(e) of the Wildlife Act 1953; or
- (iii) proposals for the transfer of a taonga species into or from the Ngāi Tahu claim area or methods of control or protection of a taonga species.

#### **294 Species recovery groups**

The Crown having acknowledged the special association of Ngāi Tahu with the taonga species in section 288, the Director-General must, to the extent that a taonga species is or becomes the subject of a recovery plan or species recovery group,—

- (a) provide Te Rūnanga o Ngāi Tahu with copies of the proceedings and publications of any relevant species recovery group for that taonga species; and
- (b) consult with, and have particular regard to the views of, Te Rūnanga o Ngāi Tahu when the Director-General makes policy decisions concerning the protection, management, or conservation of all taonga species subject to a species recovery group, including—
  - (i) recommendations to the Minister of Conservation in respect of the promulgation of any regulations under any enactment; or
  - (ii) the preparation of any plans or publications for the advancement, conservation, management, or control of a taonga species pursuant to section 41(1)(e) of the Wildlife Act 1953; or
  - (iii) proposals for the transfer of a taonga species into or from the Ngāi Tahu claim area or methods of control or protection of a taonga species; and
- (c) invite Te Rūnanga o Ngāi Tahu to nominate a person to join any relevant species recovery group for a taonga species which exists or existed solely or predominantly within the Ngāi Tahu claim area; and
- (d) in the case of kākāpō, hoiho (yellow-eyed penguin), kakī (black stilt), mohua (yellowhead), takahē, tīeke (South Island saddleback), and rāpoka/whakahao (New Zealand sea lion), invite Te Rūnanga o Ngāi Tahu to nominate a person to join the species recovery groups for those taonga species.

**295 Notice of establishment of species recovery groups**

The Director-General must give Te Rūnanga o Ngāi Tahu reasonable advance notice of the establishment of a species recovery group in respect of a taonga species.

**296 Possession of specimens of wildlife**

(1) In this section,—

**sale** has the same meaning as in the Wildlife Act 1953

**specimens** means the dead bodies or any part of the dead bodies of any species of wildlife absolutely protected pursuant to section 3 of the Wildlife Act 1953 or partially protected pursuant to section 5 of that Act.

(2) Notwithstanding anything to the contrary contained or implied in the Wildlife Act 1953 or the Wildlife Regulations 1955, members of Ngāi Tahu Whānui may lawfully have specimens in their possession.

(3) Possession of specimens may be transferred between members of Ngāi Tahu Whānui by way of gift, bequest, or other non-commercial transfer but specimens may not be transferred by way of sale, whether to other members of Ngāi Tahu Whānui or to any other person or entity.

(4) This section does not permit or authorise the hunting or killing of wildlife other than in accordance with the Wildlife Act 1953.

*Customary fisheries*

**297 Interpretation**

In sections 298 to 311,—

**freshwater** has the same meaning as in section 2 of the Conservation Act 1987

**freshwater fish** has the same meaning as in section 2 of the Conservation Act 1987

**individual transferable quota** has the same meaning as in section 2 of the Fisheries Act 1996

**non-commercially harvested species** means the species listed in section 306(1)

**QMA** means a quota management area as defined in section 2 of the Fisheries Act 1983 and section 2 of the Fisheries Act 1996

**QMS** means a quota management system as defined in section 2 of the Fisheries Act 1983 and section 2 of the Fisheries Act 1996

**quota** means the amount of the Shellfish Species TACC for which Te Rūnanga o Ngāi Tahu has a right of first refusal pursuant to section 307

**Shellfish Species** means the species listed in Part B of Schedule 98

**Shellfish Species TACC** means the total allowable commercial catch for Shellfish Species which have been made subject to the QMS allocated to the Crown pursuant to section 49(3) of the Fisheries Act 1996

**South Island fisheries waters** means the area shown on Allocation Plan NT 506 (SO 19902)

**taonga fish species** means the species listed in Part A of Schedule 98

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

**298 Special association with taonga fish species acknowledged**

The Crown acknowledges the cultural, spiritual, historic, and traditional association of Ngāi Tahu with the taonga fish species.

**299 Purpose of acknowledgement**

Without limiting sections 300 to 302, the acknowledgement made in section 298 is for the purposes of sections 303 and 304 and clauses 12.14.7 and 12.14.9 of the deed of settlement only.

**300 Exercise of powers, duties, and functions**

Except as expressly provided in sections 303 and 304,—

- (a) the acknowledgement made in section 298 does not affect, and may not be taken into account in the exercise of, any power, duty, or function of any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the taonga fish species than that person or entity would give under the relevant statute, regulation, or bylaw, if no acknowledgement had been made by the Crown of that association to the taonga fish species.

**301 Rights not affected**

Except as expressly provided in sections 303 to 311, the acknowledgement made in section 298 does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

**302 Limitation of rights**

Except as expressly provided in sections 303 to 311, the acknowledgement made in section 298 does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the taonga fish species.



**303 Management of taonga fish species under Fisheries Act 1983 and Fisheries Act 1996**

- (1) The Crown having acknowledged the special association of Ngāi Tahu to the taonga fish species in section 298, the Minister of Fisheries must, when the Minister makes policy decisions concerning the protection, management, use, or conservation of the taonga fish species within the Ngāi Tahu claim area, including the promulgation of any regulations under any enactment,—
  - (a) consult with Te Rūnanga o Ngāi Tahu in its capacity as an advisory committee appointed pursuant to clause 12.14.7 of the deed of settlement; and
  - (b) recognise and provide for the association of Ngāi Tahu with the taonga fish species, consistent with the overall objectives of the Fisheries Act 1983 and the Fisheries Act 1996.
- (2) Subsection (1) applies only to the extent that the Minister of Fisheries is responsible for the taonga fish species.

**304 Management of taonga fish species under Conservation Act 1987**

- (1) The Crown having acknowledged the special association of Ngāi Tahu to the taonga fish species in section 298, the Minister of Conservation must, in all matters concerning the management and conservation by the Department of Conservation of taonga fish species within the Ngāi Tahu claim area, consult with, and have particular regard to the advice of, Te Rūnanga o Ngāi Tahu in its capacity as an advisory committee appointed pursuant to clause 12.14.9 of the deed of settlement.
- (2) Subsection (1) does not derogate from the obligations of the Minister of Conservation under section 4 of the Conservation Act 1987 to give effect to the principles of the Treaty of Waitangi.

**305 Amendments to Conservation Act 1987 regarding Māori fishing rights**

*Amendment(s) incorporated in the Act(s).*

**306 Non-commercially harvested species**

- (1) In this section, **non-commercially harvested species** means the following species:
  - (a) Kākahi/Koaru (Freshwater mussels—*Unio menziesi*):
  - (b) Kanakana/Ute (Southern lamprey—*Geotria australis*):
  - (c) Karengo (Karengo/Nori—*Porphyra columbina*):
  - (d) Karengo (Sea lettuce—*Ulva* spp):
  - (e) Rimurapa (Bull kelp—*Durvillee* spp):
  - (f) Toheroa/Tupehokura (Toheroa—*Paphies ventricosum*):
  - (g) Waikōura (Freshwater crayfish—*Paranephrops* spp).

- (2) *Amendment(s) incorporated in the regulations.*
- (3) *Amendment(s) incorporated in the regulations.*
- (4) *Amendment(s) incorporated in the regulations.*

### **307 Right of first refusal to purchase quota**

- (1) Te Rūnanga o Ngāi Tahu has a right of first refusal to purchase from the Crown a proportion of the total allowable commercial catch of a Shellfish Species made subject to a QMS.
- (2) The proportion of the total allowable commercial catch for which Te Rūnanga o Ngāi Tahu has a right of first refusal pursuant to subsection (1) is the lesser of the following quantities:
  - (a) 40% of the total allowable commercial catch for the Shellfish Species in respect of any QMA in the Ngāi Tahu claim area:
  - (b) the quantity of quota allocated to the Crown pursuant to section 49(3) of the Fisheries Act 1996 in respect of the Shellfish Species in any QMA in the Ngāi Tahu claim area.
- (3) If only part of a QMA is in the Ngāi Tahu claim area, the proportion of the total allowable commercial catch for the purposes of subsection (2) is 40% of the proportion of the total allowable commercial catch that relates to the part of the QMA in the Ngāi Tahu claim area.
- (4) The price, terms, and conditions for a purchase under subsection (1) are to be set by the Crown.
- (5) The process for a purchase pursuant to subsection (1) will, subject to the process set out in clauses 12.14.18 and 12.14.19 of the deed of settlement, as quoted in Schedule 99, be the relevant process existing at that time for offering quota held by the Crown.
- (6) The Minister of Fisheries and Te Rūnanga o Ngāi Tahu may agree in writing to amend the terms of the process quoted in Schedule 99, in which case the Minister of Fisheries must notify any such amendment in the *Gazette*, for the purposes of public information.

### **308 Exceptions to right of first refusal**

The right of first refusal in section 307—

- (a) does not apply in respect of any provisional individual transferable quota allocated to the Crown pursuant to section 49 of the Fisheries Act 1996; and
- (b) does not apply in respect of any individual transferable quota acquired by any means by the Crown after the initial allocation of individual transferable quota; and

- (c) does not require the Crown to purchase any provisional catch history or other catch rights pursuant to section 37 of the Fisheries Act 1996 prior to the allocation of individual transferable quota.

**309 Aggregation rules in respect of right of first refusal**

To the extent that the aggregate of—

- (a) the percentage of quota purchased by Te Rūnanga o Ngāi Tahu pursuant to the right of first refusal provided for in section 307; and
- (b) any percentage of quota received by Te Rūnanga o Ngāi Tahu from the Treaty of Waitangi Fisheries Commission—

exceeds limits on aggregation of holding quota under section 28W of the Fisheries Act 1983 (or section 59 of the Fisheries Act 1996, as the case may be), Te Rūnanga o Ngāi Tahu is deemed to have received the consent of the Minister of Fisheries pursuant to section 28W(3) of the Fisheries Act 1983 (or section 60 of the Fisheries Act 1996, as the case may be) to hold such excess percentage of quota.

**310 Temporary closure of fishing area or restriction on fishing methods**

*Amendment(s) incorporated in the Act(s).*

**311 Temporary closure of fisheries**

*Amendment(s) incorporated in the Act(s).*

*Coastal management*

**312 Interpretation**

In section 314, the term **subject areas** means the areas described in Schedules 100 to 104.

**313 Statutory acknowledgements by the Crown**

The Crown acknowledges the statements made by Te Rūnanga o Ngāi Tahu of the particular cultural, spiritual, historic, and traditional association of Ngāi Tahu with the subject areas, the texts of which are set out in Schedules 100 to 104.

**314 Subject areas**

The subject areas are statutory areas for the purposes of sections 205, 207 to 211, section 215(a), (b), and (d), and sections 217 to 220.

*Coastal tendering*

**315 Interpretation**

In sections 316 to 320,—

**authorisation** has the same meaning as in section 151 of the Resource Management Act 1991

**coastal marine area** has the same meaning as in section 2(1) of the Resource Management Act 1991.

### **316 Te Rūnanga o Ngāi Tahu's right to purchase authorisations**

- (1) If the Minister of Conservation offers by tender, pursuant to section 157 of the Resource Management Act 1991, authorisations in respect of any part of the coastal marine area in the takiwā of Ngāi Tahu Whānui, Te Rūnanga o Ngāi Tahu has a preferential right (exercisable in accordance with and subject to section 317) to purchase a proportion of the authorisations which are the subject of that tender.
- (2) The proportion of authorisations that Te Rūnanga o Ngāi Tahu has a preferential right to purchase pursuant to subsection (1) must,—
  - (a) in area, not exceed (together with the area of any authorisations already granted to Te Rūnanga o Ngāi Tahu pursuant to this Part) 10% of the area of the authorisations granted or proposed to be granted by the Minister of Conservation in that tender round pursuant to section 161 of the Resource Management Act 1991 in respect of the takiwā of Ngāi Tahu Whānui; and
  - (b) in terms of the relevant portions of the coastal marine area, be of not less than fair average quality relative to the quality of those portions for all other authorisations that are the subject of the tender round.
- (3) The limitation in subsection (2)(a) may be exceeded to the extent that the size and shape of the particular portion of the coastal marine area concerned make it impracticable to comply with the limitation.

### **317 Exercise of right to purchase authorisations**

- (1) The process for exercise of the preferential right to purchase authorisations pursuant to section 316 is the process set out in clauses 12.17.3 and 12.17.4 of the deed of settlement, as quoted in Schedule 105.
- (2) The Minister of Conservation and Te Rūnanga o Ngāi Tahu may agree in writing to amend the terms of the process quoted in Schedule 105, in which case the Minister of Conservation must notify any such amendment in the *Gazette*, for the purposes of public information.

### **318 Te Rūnanga o Ngāi Tahu deemed to have made tender**

- (1) For the purposes of this Part and sections 159 to 161 of the Resource Management Act 1991, where Te Rūnanga o Ngāi Tahu has, pursuant to section 316, a preferential right to purchase authorisations, Te Rūnanga o Ngāi Tahu is deemed to have lodged (for \$1 remuneration) a valid tender for the authorisations that complies with section 158 of that Act.

- (2) If, in response to an offer by tender referred to in section 316(1), the Minister of Conservation receives no tenders or the Minister considers that he or she would reject every one of any tenders lodged, the tender that Te Rūnanga o Ngāi Tahu is deemed to have lodged pursuant to subsection (1) is, for the purposes of this Part, deemed to be the tender most preferred by the Minister for the authorisations concerned.

**319 Resource Management Act 1991 not affected**

Except as provided in sections 315 to 318, nothing in this Act limits or affects the powers, functions, and duties of the Minister of Conservation under sections 151 to 162 of the Resource Management Act 1991.

**320 Sections 315 to 318 not to affect or create rights on coastal marine areas**

Except as provided in sections 315 to 318, nothing in this Act or in clause 12.17 of the deed of settlement—

- (a) affects the lawful rights or interests of persons who are not parties to the deed of settlement in relation to a coastal marine area; or
- (b) grants, creates, or evidences an estate or interest in, or rights of any kind, relating to a coastal marine area.

## **Part 13** **Specific sites**

**321 Purpose of this Part**

The purpose of this Part is to provide for the legislative matters contemplated by section 13 (specific sites) of the deed of settlement.

**322 Effective date of matters set out in this Part**

Except as expressly provided in this Part, the date on which the matters provided for in this Part take effect is the settlement date.

**323 Interpretation**

In this Part, **Minister** means the Minister of Conservation.

*Arahura Valley*

**324 Interpretation**

In sections 325 and 326,—

**legal roads** means the land described by that name in Schedule 106

**top section** means the land described by that name in Schedule 106

**Waitaiki Historic Reserve** means the reserve created by section 326(2)(a).

**325 Stopping and vesting legal roads**

- (1) The legal roads are stopped.
- (2) The fee simple estate in the legal roads is vested in the Māwhera Incorporation as Māori freehold land.
- (3) The vesting by subsection (2) is subject to the encumbrances relating to the legal roads described in Schedule 106.
- (4) For the purposes of section 471, the vesting by subsection (2) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

**326 Creation and management of Waitaiki Historic Reserve**

- (1) The top section ceases to be a conservation area.
- (2) The top section is deemed to be—
  - (a) declared a reserve, and classified as an historic reserve, pursuant to the Reserves Act 1977; and
  - (b) vested in the Māwhera Incorporation pursuant to section 26 of the Reserves Act 1977, as an historic reserve, subject to the conditions and restrictions set out in attachment 13.1 of the deed of settlement (as quoted in Schedule 107); and
  - (c) named the “Waitaiki Historic Reserve” pursuant to section 16(10) of the Reserves Act 1977.
- (3) The quoting in Schedule 107 of the conditions and restrictions set out in attachment 13.1 of the deed of settlement is a matter of record only and does not give them any greater force or effect than they have as special conditions and restrictions under section 26(2) of the Reserves Act 1977.
- (4) In relation to the Waitaiki Historic Reserve, the Māwhera Incorporation is an administering body for the purposes of the Reserves Act 1977.

*Rarotoka***327 Rarotoka to be vested in Te Rūnanga o Ngāi Tahu as Māori freehold land**

- (1) In this section, **Rarotoka** means the land described by that name in Schedule 106.
- (2) The fee simple estate in Rarotoka is vested in Te Rūnanga o Ngāi Tahu as Māori freehold land.
- (3) For the purposes of section 471, the vesting by subsection (2) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

*Whenua Hou*

**328 Interpretation**

In sections 329 to 332, unless the context otherwise requires,—

**Codfish Island Nature Reserve** means the land described by that name in Schedule 106

**committee** means the committee of the Southland Conservation Board created pursuant to section 331(1)

**Whenua Hou** means the Codfish Island Nature Reserve together with the islets and stacks adjacent to the Codfish Island Nature Reserve, as shown on Allocation Plan SS 431 (SO 12251).

**329 Change of name of Codfish Island Nature Reserve**

The name of Codfish Island Nature Reserve is deemed to be changed to “Whenua Hou Nature Reserve” pursuant to section 16(10) of the Reserves Act 1977.

**330 Whenua Hou Nature Reserve to include adjacent islets and stacks**

The islets and stacks adjacent to the Whenua Hou Nature Reserve, as shown on Allocation Plan SS 431 (SO 12251), are—

- (a) deemed to be declared a reserve, and classified as a nature reserve, pursuant to section 16 of the Reserves Act 1977; and
- (b) added to and become part of the Whenua Hou Nature Reserve.

**331 Southland Conservation Board to appoint committee in respect of Whenua Hou**

- (1) Within 6 months from the settlement date, the Southland Conservation Board must appoint, pursuant to section 6N(2)(b) of the Conservation Act 1987, a committee of not more than 8 members consisting of—
  - (a) 1 representative of each of the 4 Southland Papatipu Rūnanga, being Waihopai Rūnaka, Te Rūnanga o Awarua, Te Rūnanga o Oraka Aparima, and Hokonui Rūnaka; and
  - (b) 4 members of the Southland Conservation Board.
- (2) The failure of any of the 4 Southland Papatipu Rūnanga or of the Southland Conservation Board to put forward representatives or members for appointment to the committee pursuant to subsection (1) does not affect the obligation of the Southland Conservation Board to appoint the committee, the validity of the committee, or the exercise by the committee of its functions.
- (3) The reasonable costs and expenses incurred by the committee in exercising the functions and obligations conferred upon it by this section must be paid for by the Crown as soon as reasonably practicable after application by the committee to the Director-General of Conservation.

- (4) The committee may advise the Southland Conservation Board, the New Zealand Conservation Authority, and the Minister on all matters relating to the control and management of Whenua Hou.
- (5) The Southland Conservation Board, the New Zealand Conservation Authority, and the Minister must consult with, and have particular regard to, the views of the committee, whenever it is practicable to do so, on all matters relating to the control and management of Whenua Hou.
- (6) The committee must, after consultation with the Director-General of Conservation, prepare a policy in accordance with section 20 of the Reserves Act 1977 setting out the conditions under which the Minister may grant permits for access to Whenua Hou under section 57 of that Act.
- (7) Pursuant to section 6N(2)(b) of the Conservation Act 1987, the Southland Conservation Board may delegate to the committee such other powers and functions in relation to Whenua Hou as it considers appropriate.

### 332 Statutory acknowledgement for Whenua Hou

- (1) The Crown acknowledges the statement made by Te Rūnanga o Ngāi Tahu of the particular cultural, spiritual, historic, and traditional association of Ngāi Tahu with Whenua Hou, the text of which is set out in Schedule 108.
- (2) Sections 205 and 207 to 220 apply to Whenua Hou as if every reference to—
  - (a) a statutory acknowledgement in those sections were a reference to the acknowledgement made by the Crown by virtue of subsection (1) in respect of Whenua Hou, and on the terms set out in sections 207 to 220; and
  - (b) statutory areas in those sections were a reference to Whenua Hou.

### *Crown Tītī Islands*

### 333 Interpretation

In sections 334 to 337, unless the context otherwise requires,—

**commencement date** means the date on which the Minister approves the initial bylaws for the control and management of the Crown Tītī Islands pursuant to clause 13.6.6 of the deed of settlement

**Crown Tītī Islands** means the land described by that name in Schedule 106

**Rakiura Māori** means any person who is a member of the Ngāi Tahu tribe or Ngāti Mamoe tribe and is a descendant of the original Māori owners of Rakiura/Stewart Island

**Rakiura Tītī Committee** means the committee elected pursuant to regulation 7(1)(c) of the Titi (Muttonbird) Islands Regulations 1978.

### 334 Crown Tītī Islands vested in Te Rūnanga o Ngāi Tahu

- (1) The Crown Tītī Islands cease to be a conservation area.



- (2) The fee simple estate in the Crown Tītī Islands is vested in Te Rūnanga o Ngāi Tahu.
- (3) For the purposes of section 471, the vesting by subsection (2) is free from the requirement under Part 4A of the Conservation Act 1987 to reserve a marginal strip.

### **335 Interim management of Crown Tītī Islands as if conservation area**

Notwithstanding section 334, the Crown Tītī Islands must continue to be managed by the Crown as if they were a conservation area from the settlement date to the commencement date and—

- (a) neither Te Rūnanga o Ngāi Tahu, nor the Crown will undertake any activity that would prejudice—
  - (i) the customary rights of Rakiura Māori to take tītī on a sustainable basis; or
  - (ii) the control and management of the Crown Tītī Islands in accordance with clause 13.6 of the deed of settlement; and
- (b) the management will be undertaken in accordance with the Titi (Muttonbird) Islands Regulations 1978 as in force on 21 November 1997 together with any amendments to those regulations that are not inconsistent with paragraph (a); and
- (c) section 334 does not limit or affect the power of the Minister to apply sections 36 to 47 of the Conservation Act 1987 to the Crown Tītī Islands until the commencement date.

### **336 Control and management of Crown Tītī Islands**

- (1) As soon as practicable after the Minister is notified, in accordance with clause 13.6.3 of the deed of settlement, of the persons selected by the Rakiura Tītī Committee and Te Rūnanga o Ngāi Tahu in accordance with that clause, the Minister must, by notice in the *Gazette*, appoint those persons as an administering body (for the purposes of section 2 of the Reserves Act 1977) of the Crown Tītī Islands.
- (2) On the commencement date, the administering body appointed pursuant to subsection (1) is deemed to be appointed by the Minister pursuant to section 38(2) of the Reserves Act 1977 as an administering body to control and manage the Crown Tītī Islands as if they were a nature reserve, subject to the terms and conditions set out in attachments 13.8 and 13.9 of the deed of settlement (as quoted in Schedules 109 and 110) as if they were approved under section 38(2) of the Reserves Act 1977.
- (3) The control and management of the Crown Tītī Islands in accordance with subsection (2) is subject to the customary rights of Rakiura Māori to take tītī on a sustainable basis, so that those rights are not in any way adversely affected by

the control and management of the Crown Tītī Islands in accordance with that subsection.

- (4) The agreement and approval of Te Rūnanga o Ngāi Tahu in clause 13.6.9 of the deed of settlement to the control and management of the Crown Tītī Islands in accordance with subsection (2) is sufficient for the purposes of section 38(2) of the Reserves Act 1977.
- (5) The approval of the Minister of Conservation to the control and management of the Crown Tītī Islands in accordance with subsection (2) is deemed to be given for the purposes of section 38(2) of the Reserves Act 1977.
- (6) The quoting in Schedules 109 and 110 of the terms and conditions as to the use of the Crown Tītī Islands is a matter of record only and does not give them any greater force or effect than they have as terms and conditions as to the use of the Crown Tītī Islands under section 38(2) of the Reserves Act 1977.
- (7) Except as otherwise provided in this section, the administering body appointed pursuant to subsection (1) may exercise all the functions and powers of an administering body under the Reserves Act 1977.
- (8) The administering body appointed pursuant to subsection (1) may make bylaws relating to the management of the Crown Tītī Islands in accordance with clause 13.6 of the deed of settlement.
- (9) The Crown must, each year, pay those costs of the administering body appointed pursuant to subsection (1)—
  - (a) that are set out in an annual budget for that year that has been approved by the Minister; and
  - (b) that relate to the control and management of the Crown Tītī Islands as if they were a nature reserve.

### **337 Amendments to Titi (Muttonbird) Islands Regulations 1978**

- (1), (2) *Amendment(s) incorporated in the regulations.*
- (3) The Minister must, as soon as practicable, advise by notice in the *Gazette* when subsections (1) and (2) take effect.

## **Part 14**

### **Ancillary claims**

#### **338 Purpose of this Part**

The purpose of this Part is to provide for the legislative matters contemplated by section 14 (ancillary claims) of the deed of settlement.

#### **339 Interpretation**

In this Part, unless the context otherwise requires,—

**ancillary claims** means the claims for which redress is to be provided pursuant to this Part and section 14 of the deed of settlement and, for the purposes of sections 342 to 347, includes the claim for which redress is to be provided pursuant to sections 454 to 456 and clause 15.11 of the deed of settlement

**ancillary claims trustees** means the trustees for the time being of the Ngāi Tahu ancillary claims trust

**beneficiary** means a person who suffered a loss giving rise to an ancillary claim or, in the event that any such person is deceased, the successors of that person

**claim property** means the land, interest in land, Fenton entitlement, or customary fishing entitlement to be provided by the Crown as redress for an ancillary claim for which the ancillary claims trustees are to find the beneficiaries and which will vest in the ancillary claims trustees

**customary fishing entitlement** means an entitlement created and granted pursuant to section 372(1) and (2)

**Fenton entitlement** means an entitlement created and granted pursuant to section 355(1) and (2)

**Ngāi Tahu ancillary claims trust** means the trust to be established pursuant to section 342 to hold claim property which is to be vested in the beneficiaries of ancillary claims on trust, pending the identification of those beneficiaries

**successors** means, until the determination of the beneficiaries of an ancillary claim in accordance with paragraph 7 of attachment 14.2 of the deed of settlement,—

- (a) all persons entitled to succeed to the interest of any deceased beneficiary, determined as if section 109 of Te Ture Whenua Maori Act 1993 applied to the deceased beneficiary, and to every deceased successor to that beneficiary, upon the beneficiary's death (notwithstanding that the beneficiary may not have died intestate and that the land to which the ancillary claim relates is not Māori freehold land); or
- (b) where no person is primarily entitled to succeed to a deceased beneficiary, the persons determined as if section 114 of Te Ture Whenua Maori Act 1993 applied to that beneficiary

**trust deed** means the ancillary claims trust deed set out in attachment 14.1 of the deed of settlement.

### *Vesting of properties*

#### **340 Effective date of matters set out in this Part**

Except as expressly provided in this Part, the date on which the matters provided for in this Part take effect is 30 business days after the settlement date.

**341 Delayed vesting of certain properties**

- (1) In this section, **delayed vesting properties** means—
  - (a) the Kaikōura town section (as defined in section 351):
  - (b) the Kaikōura suburban site (as defined in section 351):
  - (c) the Arawhata site (No 1) (as defined in section 395):
  - (d) the Waimumu site (No 2) (as defined in section 416):
  - (e) the Waimumu site (No 3) (as defined in section 416):
  - (f) the Invercargill site (as defined in section 421).
- (2) Each of the delayed vesting properties is vested in the ancillary claims trustees on the earlier of the following days:
  - (a) the day that is 30 business days after the settlement date (if the Crown has title to the delayed vesting property concerned at that date):
  - (b) the business day following the date upon which the Crown acquires title to the delayed vesting property concerned, being not later than 6 months after the settlement date:
  - (c) if the Crown does not have title and is unable to acquire title to the delayed vesting property concerned in accordance with paragraph (b), the business day following the completion of the procedure set out in section 21.
- (3) The Minister in Charge of Treaty of Waitangi Negotiations must, as soon as practicable after each of the delayed vesting properties is vested in the ancillary claims trustees, advise by notice in the *Gazette* when that delayed vesting property was vested.

*Ngāi Tahu Ancillary Claims Trust***342 Ngāi Tahu ancillary claims trust to be established**

- (1) The Crown must establish a trust, to be known as the Ngāi Tahu Ancillary Claims Trust, on or before the date which is 25 business days after the settlement date.
- (2) The terms of the trust deed under which the Ngāi Tahu ancillary claims trust is established are those specified in attachment 14.1 of the deed of settlement.
- (3) Claim property vested in the ancillary claims trustees by this Part or sections 454 to 456 is to be held subject to the terms of the trust deed.

**343 Funding of Ngāi Tahu ancillary claims trust**

- (1) The Crown must provide funds to the ancillary claims trustees in accordance with clause 6 of the trust deed.
- (2) Funds provided to the ancillary claims trustees under subsection (1) are to be held subject to the terms of the trust deed.

**344 Identification of beneficiaries by ancillary claims trustees**

The ancillary claims trustees must undertake the process described in attachment 14.2 of the deed of settlement.

**345 Jurisdiction of Maori Land Court extended**

The Maori Land Court has jurisdiction for the purposes of attachment 14.2 of the deed of settlement to take the following actions:

- (a) on the application of the ancillary claims trustees, confirm the final list of beneficiaries pursuant to paragraph 13 of that attachment:
- (b) hear and determine objections to the final list of beneficiaries pursuant to paragraph 16 of that attachment:
- (c) amend the final list of beneficiaries pursuant to paragraph 17 of that attachment:
- (d) on the application of the ancillary claims trustees, call a meeting of beneficiaries pursuant to paragraph 18 of that attachment.

**346 Vesting of claim property that is subject to Ngāi Tahu ancillary claims trust**

- (1) The Maori Land Court has the jurisdiction to make, on the application of the ancillary claims trustees once the prerequisites set out in attachment 14.2 of the deed of settlement have been satisfied, vesting orders in relation to claim property for the purpose of paragraph 21 of that attachment.
- (2) The Maori Land Court has the jurisdiction to make, on the application of the ancillary claims trustees once the prerequisites set out in clause 5.2 of attachment 14.1 of the deed of settlement have been satisfied, vesting orders in relation to claim property for the purpose of that clause.
- (3) The Maori Land Court has jurisdiction to make vesting orders pursuant to subsections (1) and (2) notwithstanding the fact that a claim property subject to the vesting order is not Māori freehold land belonging to an estate to which Part 4 of Te Ture Whenua Maori Act 1993 applies.

**347 Subsequent inclusion in vesting order**

- (1) Once a vesting order has been made pursuant to section 346(1), any beneficiary or person who considers that he or she should have been included in that vesting order may apply to the Maori Land Court under section 18 of Te Ture Whenua Maori Act 1993 to be included in that vesting order.
- (2) A person may apply to the Maori Land Court pursuant to subsection (1) notwithstanding the fact that the claim property subject to the vesting order is not Māori freehold land belonging to an estate to which Part 4 of Te Ture Whenua Maori Act 1993 applies.
- (3) The Maori Land Court has the jurisdiction to hear and determine an application made pursuant to subsection (1) and, if it finds in favour of the applicant and it

considers it is just and equitable to do so in the circumstances, may, by order of the court,—

- (a) make the applicant a party to the vesting order made in relation to the relevant claim property; and
- (b) entitle that applicant to share in the holding of the claim property in whatever form that may take; and
- (c) entitle that applicant to the share of the claim property which he or she ought to have received; and
- (d) adjust the interests of other relevant beneficiaries in that claim property in accordance with the Maori Land Court's findings.

**348 Ngāi Tahu Ancillary Claims Trust an organisation named or described in Schedule 4 of Public Finance Act 1989**

- (1) The Ngāi Tahu Ancillary Claims Trust is an organisation named or described in Schedule 4 of the Public Finance Act 1989.
- (2) To avoid doubt, the obligations of the Ngāi Tahu Ancillary Claims Trust under the Public Finance Act 1989 are the responsibility of the trustees of the Ngāi Tahu Claims Trust.

Section 348: substituted, on 25 January 2005, by section 37(1) of the Public Finance Amendment Act 2004 (2004 No 113).

**349 Auditor-General to be auditor of Trust**

The Ngāi Tahu Ancillary Claims Trust is a public entity as defined in section 4 of the Public Audit Act 2001 and, in accordance with that Act, the Auditor-General is its auditor.

Section 349: substituted, on 1 July 2001, by section 53 of the Public Audit Act 2001 (2001 No 10).

**350 Ngāi Tahu Ancillary Claims Trust to be Crown entity**

*[Repealed]*

Section 350: repealed, on 25 January 2005, by section 37(1) of the Public Finance Amendment Act 2004 (2004 No 113).

*Claim 1 (Waiharakeke J and Ōmihi K); claim 2 (Mangamaunu A)*

**351 Vesting of Kaikōura town section and Kaikōura suburban site**

- (1) In this section, **Kaikōura town section** and **Kaikōura suburban site** mean the lands described by those names in Schedule 111.
- (2) The fee simple estate in each of the Kaikōura town section and the Kaikōura suburban site is vested in the ancillary claims trustees.

*Claim 101 (Kaikōura E)*

**352 Interpretation**

In section 353, **Trustees of the Takahanga Marae** means the persons appointed as the trustees of the Māori reservation described in section 353 as the Takahanga Pā site (No 1) by the Maori Land Court pursuant to section 338 of Te Ture Whenua Maori Act 1993 as at the settlement date.

**353 Vesting of Takahanga Pā site (No 2)**

- (1) In this section, **Takahanga Pā site (No 1)** and **Takahanga Pā site (No 2)** mean the lands described by those names in Schedule 111.
- (2) The fee simple estate in the Takahanga Pā site (No 2) is vested in the trustees of the Takahanga Marae.
- (3) The Takahanga Pā site (No 2) is deemed to—
  - (a) be included in the Māori reservation described in this section as Takahanga Pā site (No 1); and
  - (b) form part of that reservation accordingly,—as if it were declared to be included in, and to form part of, that reservation by section 338(2) of Te Ture Whenua Maori Act 1993.
- (4) Subsections (2) and (3) take effect on the settlement date.

*Claim 3 (Taerutu); claim 4 (Waimaiaia); claim 5 (Torotoroa); claim 6 (Te Aka Aka); and claim 10 (Pukatahi and Te Houriri)*  
*Fenton entitlements*

**354 Interpretation**

In sections 355 to 370, unless the context otherwise requires,—

**entitlement land** means a site over which a Fenton entitlement is granted

**Fenton reserves** means the Taerutu, Waimaiaia, Torotoroa, Te Aka Aka, Pukatahi and Te Houriri reserves (claims 3 to 6, and 10 as set out in the Ngāi Tahu Ancillary Claims Report 1995)

**holder** means the beneficiaries of the Fenton reserves, as determined by the ancillary claims trustees pursuant to section 344, entitled to a Fenton entitlement and the associated customary fishing entitlement; and, where the context requires, means the beneficiaries of one of the Fenton reserves

**land holding agent** means the Minister of the Crown responsible for the department which manages the existing or proposed entitlement land, or the Commissioner of Crown Lands, as the case may be

**representative body** means the person, group or body elected, created, or constituted pursuant to section 357 to represent the holders of a Fenton entitlement.

**355 Creation and granting of Fenton entitlements**

- (1) The Crown may create and grant to the ancillary claims trustees, or a holder, entitlements over Crown-owned land in the Ngāi Tahu claim area, other than land in a national park, a marginal strip, a nature reserve, an esplanade reserve, a scientific reserve, or that part of an unformed legal road (including a road reserve) within 20 metres of a waterway, which, for the purposes of section 359, also meets the criteria set out in that section.
- (2) Fenton entitlements are created and granted for the purpose of permitting the holders to occupy temporarily land close to waterways, so as to have access to waterways for lawful fishing and gathering of other natural resources.
- (3) The Crown must create and grant to the ancillary claims trustees 1 Fenton entitlement for each of the 6 Fenton reserves—
  - (a) in the form set out in Schedule 112; and
  - (b) over the entitlement land identified in Schedule 113; and
  - (c) on the terms and conditions (if any) set out in Schedule 113.
- (4) Fenton entitlements must be granted pursuant to subsection (3) no later than 5 business days after the completion of surveys of the entitlement land and approval of those surveys by the Surveyor-General and, in any event, no later than 6 months after the settlement date.
- (5) Unless suspended pursuant to section 356, Fenton entitlements have effect in perpetuity.
- (6) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the granting of a Fenton entitlement.
- (7) Part 3B of the Conservation Act 1987 does not apply to the granting of a Fenton entitlement.
- (8) The grant of a Fenton entitlement pursuant to subsection (3) must be notified by the land holding agent in the *Gazette*.
- (9) The Surveyor-General must note the grant of a Fenton entitlement pursuant to subsection (3), and the notice in the *Gazette* published pursuant to subsection (8), in his or her records.

Section 355(4): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

Section 355(9): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

**356 Stopping of legal road**

- (1) In this section, **Te Houriri site** means the land described by that name in Schedule 111.
- (2) The legal road on the Te Houriri site is stopped on the settlement date.



**357 Representative body of holders of Fenton entitlement**

- (1) The holders of a Fenton entitlement must, within 6 months of the vesting order made by the Maori Land Court in relation to the Fenton entitlement pursuant to section 346(1) and at all times thereafter, have a representative body for the purposes of facilitating communication by and with the land holding agent in respect of the use and management of the Fenton entitlement.
- (2) The Crown may, after taking reasonable steps to notify the holders of their obligations under subsection (1), suspend a Fenton entitlement if, and for so long as, the holders of a Fenton entitlement do not comply with that subsection.
- (3) At the meeting of the holders of a Fenton entitlement held pursuant to paragraph 18 of attachment 14.2 of the deed of settlement, the form that the representative body is to take must be put forward for consideration and resolution by those holders in accordance with the procedures set out in the Maori Assembled Owners Regulations 1995.
- (4) If the holders of a Fenton entitlement do not make a decision in accordance with subsection (3), they are deemed to have chosen—
  - (a) the option which received the most votes in accordance with the procedures set out in the Maori Assembled Owners Regulations 1995; or
  - (b) if no votes are cast, an ahu whenua trust constituted pursuant to subsection (3).
- (5) If subsection (4)(b) applies,—
  - (a) the holders of the Fenton entitlement must nominate up to 10 holders of that Fenton entitlement to be the trustees of an ahu whenua trust; and
  - (b) the trust property of the ahu whenua trust is the Fenton entitlement to be granted to the holders; and
  - (c) the ahu whenua trust is constituted on the day following the nomination of holders pursuant to paragraph (a) as if it were constituted pursuant to section 215 of Te Ture Whenua Maori Act 1993, notwithstanding anything to the contrary in that section.
- (6) For the purposes of sections 355 to 370, the representative body is the representative of the holders of a Fenton entitlement.
- (7) The representative body must, as soon as practicable after it is established, notify the Maori Land Court of its form, and an address to which communications to the holders may be sent or delivered.
- (8) Solely for the purposes of allowing for the establishment and operation of a representative body, Fenton entitlements are deemed to be a property interest capable of being held by the representative body.

**358 Maori Land Court to open and maintain registers of holders**

- (1) The Maori Land Court must, from the date of the vesting order made by the Maori Land Court for each Fenton entitlement pursuant to section 346(1), open

and maintain a register of the holders of that entitlement, which constitutes the official record of the holders, together with the address of each (where known).

- (2) If there are more than 50 holders of a Fenton entitlement, the Maori Land Court must, unless the register is in such form as to constitute in itself an index, keep an accurate index of the names of the holders, containing a sufficient indication to enable the location of the entry in the register relating to each holder.
- (3) The Maori Land Court must keep a record of the representative body of a Fenton entitlement, as notified to it pursuant to section 357(7), on the register.
- (4) The register must, during office hours, be open to public inspection on payment of the fee, if any, prescribed in respect of such inspection.

### **359 Replacement of entitlement land**

The land over which Fenton entitlements may be granted, in order to replace entitlement land over which a Fenton entitlement has been granted pursuant to section 355(3), is to be determined by the land holding agent and the Minister of Māori Affairs in agreement with the holders and must be land—

- (a) already in Crown ownership; and
- (b) of approximately 1 hectare in area (unless otherwise agreed in writing by those persons) and suitable for temporary occupation; and
- (c) situated sufficiently close to a waterway to permit convenient access to the waterway (normally land adjacent to the marginal strip or esplanade reserve or similar strip bordering the waterway itself); and
- (d) to which lawful access exists; and
- (e) where the existing practices and patterns of public use at the time the Fenton entitlement is created are not unreasonably impaired by the granting of a Fenton entitlement; and
- (f) the location of which does not unreasonably exclude public access to any waterway.

### **360 Rights attaching to Fenton entitlements**

- (1) The holder of a Fenton entitlement has the right to occupy temporarily the entitlement land to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute, and undertaking their normal functions in relation to the land) for up to 210 days in any calendar year (such days to exclude any day on and from 1 May to 15 August).
- (2) The holder has the right to erect camping shelters or similar temporary dwellings during the period or periods that the right to occupy the entitlement land pursuant to subsection (1) is being exercised.
- (3) The holder must,—

- (a) when ceasing to exercise the right to occupy the entitlement land pursuant to subsection (1), remove camping shelters or temporary dwellings erected pursuant to subsection (2); and
  - (b) leave the entitlement land in substantially the same condition as it was in at the beginning of the period in each year when occupation may commence pursuant to subsection (1), except for temporary effects normally associated with this type of occupation.
- (4) Notwithstanding subsection (3) but subject to subsections (5) to (8) and section 361(4), the holder may, with the consent of the land holding agent, undertake such activities on the entitlement land as may be reasonably necessary to enable the entitlement land to be used for the purpose set out in section 355(2).
- (5) The giving of consent by a land holding agent pursuant to subsection (4) is completely at the land holding agent's discretion and subject to such conditions as the land holding agent thinks fit.
- (6) Where entitlement land is land held under the Conservation Act 1987 or a statute listed in Schedule 1 of the Conservation Act 1987, the land holding agent may, in considering whether to give consent pursuant to subsection (4),—
  - (a) require an environmental impact report in relation to the proposed activities and an audit of that report at the holder's expense; and
  - (b) impose reasonable conditions to avoid, remedy, or mitigate any adverse effects of the activities on the entitlement land and the surrounding land or on any wildlife.
- (7) When applying for a consent pursuant to subsection (4), the holder must provide to the land holding agent details of the proposed activities, including but not limited to—
  - (a) the effect of the activities on the entitlement land and, where the entitlement land is land held under the Conservation Act 1987 or a statute listed in Schedule 1 of the Conservation Act 1987, on the surrounding land and upon any wildlife; and
  - (b) any proposed measures by the holder to avoid, remedy, or mitigate any adverse effects.
- (8) If the Crown has complied with its obligations under the Fenton entitlement, it is not obliged to compensate the holder for any activities undertaken by the holder pursuant to subsection (4), whether on suspension of the Fenton entitlement or at any other time.
- (9) Part 3B of the Conservation Act 1987 does not apply to this section.

### **361 Obligations related to Fenton entitlements**

- (1) The existence and exercise of a Fenton entitlement—
  - (a) must not impede public access along a waterway; and

- (b) does not restrict the Crown's right to alienate either the entitlement land, land adjacent to the entitlement land, or land adjacent to the waterway next to which the entitlement land is situated.
- (2) If the Crown alienates, or changes the classification or status of, land adjacent to the entitlement land, with the result that lawful access to the entitlement land no longer exists, the Crown must ensure that the holders continue to have the same type of access to the entitlement land as existed prior to the alienation or change of classification or status, unless and until the Fenton entitlement over that entitlement land is suspended pursuant to section 366.
- (3) The Crown's obligations pursuant to subsection (2) are subject to its obligation to comply with any statutory or regulatory requirements.
- (4) The holder, and the activities carried on by the holder on the entitlement land (including any work undertaken on the entitlement land under section 360(4) to (8)), are subject to all laws, bylaws, regulations, and land and water management practices relating to the entitlement land.
- (5) In carrying out land and water management practices relating to the entitlement land, the land holding agent must—
  - (a) have regard to the existence of the Fenton entitlement; and
  - (b) notify the holder of any activity which may affect the holder; and
  - (c) avoid unreasonable disruption to the holder.
- (6) Subject to subsection (5),—
  - (a) a Fenton entitlement may be suspended at any time at the discretion of the land holding agent, after consulting with the holders and having particular regard to their views, if necessary for reasons of management in accordance with the purposes for which the land over which the Fenton entitlement has been granted is held; and
  - (b) if a Fenton entitlement is suspended pursuant to this subsection, the rights under that Fenton entitlement may be exercised by the holder outside the entitlement period described in section 360(1) for a time equal to the period of suspension.
- (7) The holder of a Fenton entitlement has rights of enforcement of the Fenton entitlement against a person who is not a party to the deed of settlement as if the holder were the owner of the entitlement land.
- (8) Fenton entitlements are subject to—
  - (a) such other special terms and conditions as the Crown reasonably requires to give effect to sections 354 to 370; and
  - (b) such variations as may be agreed by the land holding agent and the holders to the provisions of section 360—which are contained in each particular Fenton entitlement.

### **362 Boundaries of entitlement land**

The boundaries of entitlement land must be defined by 1 or more of the following methods:

- (a) by reference to any plan lodged in the office of the Surveyor-General and approved by the Surveyor-General;
- (b) by reference to any existing survey plan;
- (c) in accordance with a plan that meets standards agreed from time to time by the land holding agent and the Surveyor-General.

Section 362(a): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

### **363 Section 44 of Reserves Act 1977 not to apply**

Section 44 of the Reserves Act 1977 does not apply to Fenton entitlements which are granted over land held under that Act.

### **364 Rates**

The grant of a Fenton entitlement is not a lease, licence, or other agreement for the purposes of note 2 of Part 1 of Schedule 1 of the Local Government (Rating) Act 2002.

Section 364: substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

### **365 Targeted rates**

The holders are liable to pay targeted rates under section 9 of the Local Government (Rating) Act 2002 in respect of the entitlement land in proportion to the period for which the holders are entitled to occupy the entitlement land under section 360(1).

Section 365: substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

### **366 Suspension of Fenton entitlements**

- (1) The Crown may suspend a Fenton entitlement or terminate its application to an area of entitlement land if—
  - (a) the Crown alienates the entitlement land; or
  - (b) the entitlement land is destroyed or permanently detrimentally affected by any natural cause; or
  - (c) it is a condition of the Fenton entitlement that the entitlement land is on reserve land which may be required for the specific purpose for which it was originally set apart as a reserve and it becomes so required, or it is an unformed legal road which becomes formed; or
  - (d) subject to section 361(2), lawful access to the entitlement land no longer exists; or

- (e) section 357(2) applies; or
  - (f) the customary fishing entitlement held by the holders of the same Fenton entitlement is suspended, or the application of that customary fishing entitlement to the area of the bed of the waterway over which the customary fishing entitlement is created is terminated.
- (2) On suspension of a Fenton entitlement pursuant to subsection (1), and upon application by the holder to the Minister of Māori Affairs, the Crown must take reasonable steps to either—
- (a) reinstate that Fenton entitlement (varied, if necessary, by written agreement); or
  - (b) grant a replacement area of entitlement land over another site.
- (3) A replacement area of entitlement land granted pursuant to subsection (2)(b) must—
- (a) meet the criteria set out in sections 355(1), 359, and 361(1); and
  - (b) be identified by similar processes to those used by Te Rūnanga o Ngāi Tahu and the Crown for identification of entitlement land prior to entry into the deed of settlement.
- (4) If the holder of a Fenton entitlement defaults in performing any of the holder's obligations under the Fenton entitlement, and—
- (a) the default is capable of remedy, the Crown may give written notice to the holder specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances); or
  - (b) the default is not capable of remedy, the Crown may immediately suspend the Fenton entitlement by notice in writing to the holder.
- (5) Unless within 41 business days after the giving of notice pursuant to subsection (4)(a) the default specified in the notice has been remedied, or appropriate action has been taken to remedy the default as required in that notice, the Crown may immediately suspend the Fenton entitlement by notice in writing to the holder.
- (6) If a Fenton entitlement is suspended pursuant to subsection (4)(b) or subsection (5), the holder may apply to the Minister of Māori Affairs for a reinstatement of the Fenton entitlement after the expiry of 2 years from the date of suspension.

### **367 Purpose of creation of Fenton entitlements**

Without limiting sections 368 and 369, the creation of Fenton entitlements is for the sole purpose of permitting holders to occupy temporarily land close to waterways, as provided in section 355(2).

### 368 Rights not affected

Except as expressly provided in sections 354 to 370, the existence of a Fenton entitlement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

### 369 Limitation of rights

Except as expressly provided in sections 354 to 370, the existence of a Fenton entitlement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the entitlement land.

### 370 Succession to Fenton entitlements

- (1) A holder of a Fenton entitlement may not assign or grant a sub-entitlement to the holder's rights under that entitlement.
- (2) Notwithstanding section 369, the rights of a holder under a Fenton entitlement may only be disposed of in accordance with sections 108 and 109 of Te Ture Whenua Maori Act 1993.

*Claim 3 (Taerutu); claim 4 (Waimaiaia); claim 5 (Torotoroa); claim 6 (Te Aka Aka); and claim 10 (Pukatahi and Te Houriri)  
Customary fishing entitlements*

### 371 Interpretation

In sections 372 to 386, unless the context otherwise requires,—

**entitlement area** means an area of the bed of a waterway over which a customary fishing entitlement is granted

**Fenton reserves** has the meaning given to it in section 354

**holder** has the meaning given to it in section 354

**land holding agent** means the Minister of the Crown responsible for the department which manages the existing or proposed entitlement area, or the Commissioner of Crown Lands, as the case may be.

### 372 Creation and granting of customary fishing entitlements

- (1) The Crown may create and grant to the ancillary claims trustees, or a holder, entitlements over an area of the bed of a Crown-owned waterway in the Ngāi Tahu claim area which, for the purposes of section 375, also meets the criteria set out in that section.
- (2) Customary fishing entitlements are created and granted for the purpose of permitting the holder to occupy temporarily and exclusively an area of the bed of a waterway for lawful fishing and gathering of natural resources.
- (3) The Crown must create and grant to the ancillary claims trustees 1 customary fishing entitlement for each of the 6 Fenton reserves—

- (a) in the form set out in Schedule 114; and
  - (b) over the entitlement area identified in Schedule 115; and
  - (c) on the terms and conditions (if any) set out in Schedule 115.
- (4) Customary fishing entitlements must be granted pursuant to subsection (3) no later than 5 business days after the completion of surveys of the entitlement area and approval of those surveys by the Surveyor-General and, in any event, no later than 6 months after the settlement date.
- (5) Unless suspended pursuant to section 382, customary fishing entitlements have effect in perpetuity.
- (6) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the granting of a customary fishing entitlement.
- (7) Part 3B of the Conservation Act 1987 does not apply to the granting of a customary fishing entitlement.
- (8) The grant of a customary fishing entitlement pursuant to subsection (3) must be notified by the land holding agent in the *Gazette*.
- (9) The Surveyor-General must note the grant of a customary fishing entitlement pursuant to subsection (3), and the notice in the *Gazette* published pursuant to subsection (8), in his or her records.

Section 372(4): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

Section 372(9): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

### **373 Representative body of holders of customary fishing entitlement**

For the purposes of sections 372 to 386, the representative body established pursuant to section 357 is the representative body of the holders of the associated customary fishing entitlement.

### **374 Register of holders of customary fishing entitlement**

The register of holders opened and maintained by the Maori Land Court pursuant to section 358 is the register of the holders of the associated customary fishing entitlement.

### **375 Replacement of entitlement area**

- (1) The area of the bed of a waterway over which customary fishing entitlements may be granted in order to replace an entitlement area over which a customary fishing entitlement has been granted pursuant to section 372(3) is to be determined by the land holding agent and the Minister of Māori Affairs in agreement with the holders and must be—
- (a) part of the bed of a waterway already in Crown ownership; and
  - (b) up to 100 metres in length; and



- (c) from the mid-point of the width of the waterway to one of the banks of the waterway (unless otherwise agreed in writing by those persons); and
  - (d) adjacent to—
    - (i) land that is owned or managed by the Crown; or
    - (ii) an esplanade reserve, esplanade strip, or an unformed legal road (including a road reserve), whether or not managed by the Crown; and
  - (e) conveniently accessible from, but not necessarily directly adjacent to, the area of the Fenton entitlement granted to the same holders.
- (2) A customary fishing entitlement may be granted in respect of an area that is not managed or controlled by the Crown only if the consent of the managing or controlling body has been obtained.

### **376 Rights attaching to customary fishing entitlements**

- (1) The holder of a customary fishing entitlement has the right to occupy temporarily the entitlement area to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute, and undertaking their normal functions in relation to the area) for up to 210 days in any calendar year (such days to exclude any day on and from 1 May to 15 August).
- (2) The holder of a customary fishing entitlement has, during any time while exercising the rights as holder under the associated Fenton entitlement, the exclusive right to use the entitlement area for the purpose of lawfully fishing and the gathering of natural resources.
- (3) The holder has the right to erect temporary structures for the purpose of lawfully fishing and the gathering of natural resources during the period or periods that the right to occupy the entitlement area pursuant to subsection (1) is being exercised.
- (4) The holder must,—
  - (a) when ceasing to exercise the right to occupy the entitlement area pursuant to subsection (1), remove temporary structures erected pursuant to subsection (3); and
  - (b) leave the entitlement area in substantially the same condition as it was in at the beginning of the period in each year when occupation may commence pursuant to subsection (1), except for temporary effects normally associated with this type of occupation.
- (5) Notwithstanding subsection (4) but subject to subsections (6) to (9) and section 377(4), the holder may, with the consent of the land holding agent, undertake such activities on the entitlement area as may be reasonably necessary to enable the entitlement area to be used for the purpose set out in section 372(2).

- (6) The giving of consent by a land holding agent pursuant to subsection (5) is completely at the land holding agent's discretion and subject to such conditions as the land holding agent thinks fit.
- (7) Where an entitlement area is land held under the Conservation Act 1987 or a statute listed in Schedule 1 of the Conservation Act 1987, the land holding agent may, in considering whether to give consent pursuant to subsection (5),—
  - (a) require an environmental impact report in relation to the proposed activities and an audit of that report at the holder's expense; and
  - (b) impose reasonable conditions to avoid, remedy, or mitigate any adverse effects of the activities on the entitlement area and the surrounding waterway or land, or on any wildlife or fish species.
- (8) When applying for a consent pursuant to subsection (5) the holder must provide to the land holding agent details of the proposed activities, including but not limited to—
  - (a) the effect of the activities on the entitlement area and, where the entitlement area is land held under the Conservation Act 1987 or a statute listed in Schedule 1 of the Conservation Act 1987, on the surrounding waterway or land, and upon any wildlife or fish species; and
  - (b) any proposed measures by the holder to avoid, remedy, or mitigate any adverse effects.
- (9) If the Crown has complied with its obligations under the customary fishing entitlement, it is not obliged to compensate the holder for any activities undertaken by the holder pursuant to subsection (5), whether on suspension of the customary fishing entitlement or at any other time.
- (10) Part 3B of the Conservation Act 1987 does not apply to this section.

### **377 Obligations related to customary fishing entitlements**

- (1) The existence and exercise of a customary fishing entitlement—
  - (a) must not prevent any person from lawfully passing through an entitlement area, whether on foot or by boat, or otherwise, notwithstanding sections 372(2) and 376; and
  - (b) does not restrict the Crown's right to alienate either the entitlement area or an area of the waterway adjacent to the entitlement area or land adjacent to the waterway in which the entitlement area is situated.
- (2) If the Crown alienates, or changes the classification or status of, land adjacent to the entitlement area, with the result that lawful access to the entitlement area no longer exists, the Crown must ensure that the holders continue to have the same type of access to the entitlement area as existed prior to the alienation or change of classification or status, unless and until the customary fishing entitlement over that entitlement area is suspended pursuant to section 382.

- (3) The Crown's obligations pursuant to subsection (2) are subject to its obligation to comply with any statutory or regulatory requirements.
- (4) The holder, and the activities carried on by the holder on the entitlement area (including any work undertaken on the entitlement area pursuant to section 376(5) to (9)), are subject to all laws, bylaws, regulations, and land and water management practices relating to the entitlement area.
- (5) In carrying out land and water management practices relating to the entitlement area, the land holding agent must—
  - (a) have regard to the existence of the customary fishing entitlement; and
  - (b) notify the holder of any activity which may affect the holder; and
  - (c) avoid unreasonable disruption to the holder.
- (6) Subject to subsection (5),—
  - (a) a customary fishing entitlement may be suspended at any time at the discretion of the land holding agent, after consulting with the holders and having particular regard to their views, if necessary for reasons of management in accordance with the purposes for which the area over which the customary fishing entitlement has been granted is held; and
  - (b) if a customary fishing entitlement is suspended pursuant to this subsection, the rights under that customary fishing entitlement may be exercised by the holder outside the entitlement period described in section 376(1) for a time equal to the period of suspension.
- (7) The holder of a customary fishing entitlement has rights of enforcement of the customary fishing entitlement against a person who is not a party to the deed of settlement as if the holder were the owner of the entitlement area.
- (8) Customary fishing entitlements are subject to—
  - (a) such other special terms and conditions as the Crown reasonably requires to give effect to sections 371 to 386; and
  - (b) such variations as may be agreed by the land holding agent and the holders to the provisions of section 376—which are contained in each particular customary fishing entitlement.

### **378 Boundaries of entitlement area**

The boundaries of entitlement areas must be defined by 1 or more of the following methods:

- (a) by reference to any plan lodged in the office of the Surveyor-General and approved by the Surveyor-General:
- (b) by reference to any existing survey plan:
- (c) in accordance with a plan that meets standards agreed from time to time by the land holding agent and the Surveyor-General.

Section 378(a): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

### **379 Section 44 of Reserves Act 1977 not to apply**

Section 44 of the Reserves Act 1977 does not apply to customary fishing entitlements which are granted over land held under that Act.

### **380 Rates**

The grant of a customary fishing entitlement is not a lease, licence or other agreement for the purposes of note 2 of Part 1 of Schedule 1 of the Local Government (Rating) Act 2002.

Section 380: substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

### **381 Targeted rates**

The holders are liable to pay targeted rates under section 9 of the Local Government (Rating) Act 2002 in respect of the entitlement area in proportion to the period for which the holders are entitled to occupy the entitlement area under section 376(1).

Section 381: substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

### **382 Suspension of customary fishing entitlements**

- (1) The Crown may suspend a customary fishing entitlement or terminate its application to an entitlement area if—
  - (a) the Crown alienates the entitlement area; or
  - (b) the entitlement area is destroyed or permanently detrimentally affected by any natural cause; or
  - (c) it is a condition of the customary fishing entitlement that the entitlement area is on reserve land which may be required for the specific purpose for which it was originally set apart as a reserve and it becomes so required, or it is an unformed legal road which becomes formed; or
  - (d) subject to section 377(2), lawful access to the entitlement area no longer exists; or
  - (e) section 357(2) applies; or
  - (f) the Fenton entitlement held by the holders of the same customary fishing entitlement is suspended, or the application of that Fenton entitlement to the area of land over which the Fenton entitlement is created is terminated.
- (2) On suspension of a customary fishing entitlement pursuant to subsection (1), and upon application by the holder to the Minister of Māori Affairs, the Crown must take reasonable steps to either—

- (a) reinstate that customary fishing entitlement (varied, if necessary, by written agreement); or
  - (b) grant a replacement entitlement area over another site.
- (3) A replacement entitlement area granted pursuant to subsection (2)(b) must—
- (a) meet the criteria set out in sections 375 and 377(1); and
  - (b) be identified by similar processes to those used by Te Rūnanga o Ngāi Tahu and the Crown for identification of entitlement areas prior to entry into the deed of settlement.
- (4) If the holder of a customary fishing entitlement defaults in performing any of his or her obligations under the customary fishing entitlement, and—
- (a) the default is capable of remedy, the Crown may give written notice to the holder specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances); or
  - (b) the default is not capable of remedy, the Crown may immediately suspend the customary fishing entitlement by notice in writing to the holder.
- (5) Unless within 41 business days after the giving of notice pursuant to subsection (4)(a) the default specified in the notice has been remedied, or appropriate action has been taken to remedy the default as required in that notice, the Crown may immediately suspend the customary fishing entitlement by notice in writing to the holder.
- (6) If a customary fishing entitlement is suspended pursuant to subsection (4)(b) or subsection (5), the holder may apply to the Minister of Māori Affairs for a reinstatement of the customary fishing entitlement after the expiry of 2 years from the date of suspension.

### **383 Purpose of creation of customary fishing entitlements**

Without limiting sections 384 and 385, the creation of customary fishing entitlements is for the sole purpose of permitting holders to occupy temporarily and exclusively an area of the bed of a waterway, as provided in section 372(2).

### **384 Rights not affected**

Except as expressly provided in sections 371 to 386, the existence of a customary fishing entitlement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

### **385 Limitation of rights**

Except as expressly provided in sections 371 to 386, the existence of a customary fishing entitlement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the entitlement area.

**386 Succession to customary fishing entitlements**

- (1) A holder of a customary fishing entitlement may not assign or grant a sub-entitlement to his or her rights under that entitlement.
- (2) Notwithstanding section 385, the rights of a holder under a customary fishing entitlement may only be disposed of in accordance with sections 108 and 109 of Te Ture Whenua Maori Act 1993.

*Claim 7 (Te Ihutai)***387 Vesting of Te Ihutai site**

- (1) In this section, **Te Ihutai site** means the land described by that name in Schedule 111.
- (2) The reservation of the Te Ihutai site as a local purpose (river protection) reserve is revoked.
- (3) The fee simple estate in the Te Ihutai site is vested in the ancillary claims trustees.

*Claim 8 (Ahuriri)***388 Vesting of Ahuriri-Te Waihora site**

- (1) In this section, **Ahuriri-Te Waihora site** means the land described by that name in Schedule 111.
- (2) The Ahuriri-Te Waihora site ceases to be a conservation area.
- (3) The fee simple estate in the Ahuriri-Te Waihora site is vested in the ancillary claims trustees.

*Claim 11 (Wainono Lagoon)***389 Vesting of Wainono site**

- (1) In this section, **Wainono site** means the land described by that name in Schedule 111.
- (2) The reservation of the Wainono site as a river protection reserve is revoked.
- (3) The fee simple estate in the Wainono site is vested in the ancillary claims trustees.

*Claim 14 (Hawea/Wanaka)***390 Vesting of Bushy Point site**

- (1) In this section, **Bushy Point site** means the land described by that name in Schedule 111.
- (2) The reservation of the Bushy Point site as a recreation reserve is revoked.

- (3) The fee simple estate in the Bushy Point site is vested in the ancillary claims trustees.
- (4) The vesting by subsection (3) is subject to the encumbrance relating to the Bushy Point site described in Schedule 111.
- (5) Before the Maori Land Court makes a vesting order in relation to the Bushy Point site pursuant to section 346(1), the ancillary claims trustees must have entered into, and presented for registration with the Registrar, a Ngā Whenua Rāhui kawenata relating to the protection of the Bushy Point site and access through the Bushy Point site in the form set out in attachment 14.6 of the deed of settlement.
- (6) The Ngā Whenua Rāhui kawenata referred to in subsection (5) is deemed to be entered into under section 77A of the Reserves Act 1977, notwithstanding the fact that the Bushy Point site is not Māori land.
- (7) Notwithstanding section 77A(1)(b) of the Reserves Act 1977, the owner of the Bushy Point site may only terminate the Ngā Whenua Rāhui kawenata with the written agreement of the Minister of Conservation.
- (8) The Registrar must, in accordance with section 77A of the Reserves Act 1977, register the Ngā Whenua Rāhui kawenata referred to in subsection (5) as soon as it is executed and presented for registration by the ancillary claims trustees (and, if no certificate of title has been issued under the Land Transfer Act 1952, until such title is issued, may constitute it a folium of the register).

Section 390(5): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 390(8): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

### 391 Vesting of lakeside sites

- (1) In this section, **Lakeside site (No 1)**, **Lakeside site (No 2)**, and **Lakeside site (No 3)** mean the lands described by those names in Schedule 111.
- (2) The fee simple estate in the following land:
  - (a) Lakeside site (No 1):
  - (b) Lakeside site (No 2):
  - (c) Lakeside site (No 3);—is vested in the ancillary claims trustees.

### 392 Future transfer of remaining lakeside sites

- (1) In this section, **remaining lakeside sites** means the land described by that name in Schedule 111.
- (2) If the process set out in section 40 of the Public Works Act 1981 is invoked in relation to the remaining lakeside sites and it is found that there are no persons from whom those sites were acquired, or successors of those persons for the purposes of that section, then—

- (a) the beneficiaries of claim 14 (as defined in the Ngāi Tahu Ancillary Claims Report 1995) pursuant to clause 14.11 of the deed of settlement, as confirmed by the Maori Land Court, will be treated as being the persons from whom the remaining lakeside sites were acquired for the purposes of that section; and
- (b) section 40(2)(c) and (d) of the Public Works Act 1981 does not apply to those beneficiaries and the remaining lakeside sites.

*Claim 53 (Lake Tatawai)*

**393 Vesting of Tatawai replacement site**

- (1) In this section, **Tatawai replacement site** means the land described by that name in Schedule 111.
- (2) The fee simple estate in the Tatawai replacement site is vested in the ancillary claims trustees.
- (3) For the purposes of section 77A of the Reserves Act 1977 only, the Tatawai replacement site is deemed to be Māori land.

*Claim 55 (Waikouaiti Lagoon)*

**394 Beneficial owners of reserve authorised to catch fish**

- (1) In this section, **Waikouaiti Lagoon** means the land described by that name in Schedule 111.
- (2) The beneficial owners of the Mātāinaka 1N reserve—
  - (a) continue to be entitled to catch fish from the Waikouaiti Lagoon; and
  - (b) are deemed to be authorised to harvest fish, including indigenous fish, from the Waikouaiti Lagoon pursuant to section 50 of the Reserves Act 1977.
- (3) For the purposes of subsection (2), the beneficial owners of the Mātāinaka 1N reserve are those persons determined by the Maori Land Court from time to time to be beneficial owners pursuant to Te Ture Whenua Maori Act 1993.

*Claim 17 (Arawhata MR 1)*

**395 Vesting of Arawhata site (No 1) and Arawhata site (No 2)**

- (1) In this section, **Arawhata site (No 1)** and **Arawhata site (No 2)** mean the lands described by those names in Schedule 111.
- (2) Arawhata site (No 2) ceases to be a conservation area.
- (3) The fee simple estate in Arawhata site (No 1) and Arawhata site (No 2) is vested in the ancillary claims trustees.
- (4) The vesting by subsection (3) is subject to the encumbrance relating to Arawhata site (No 1) described in Schedule 111.



- (5) Before the Maori Land Court makes a vesting order in relation to Arawhata site (No 2) pursuant to section 346(1), the ancillary claims trustees must have entered into and presented for registration with the Registrar, a Ngā Whenua Rāhui kawenata relating to the protection of Arawhata site (No 2) in the form set out in attachment 14.7 of the deed of settlement.
- (6) The Ngā Whenua Rāhui kawenata referred to in subsection (5) is deemed to be entered into under section 77A of the Reserves Act 1977, notwithstanding the fact that Arawhata site (No 2) is not Māori land.
- (7) Notwithstanding section 77A(1)(b) of the Reserves Act 1977, the owner of Arawhata site (No 2) may only terminate the Ngā Whenua Rāhui kawenata with the written agreement of the Minister of Conservation.
- (8) The Registrar must, in accordance with section 77A of the Reserves Act 1977, register the Ngā Whenua Rāhui kawenata referred to in subsection (5) as soon as it is executed and presented for registration by the ancillary claims trustees (and, if no certificate of title has been issued under the Land Transfer Act 1952, until such title is issued, may constitute it a folium of the register).
- (9) Subsections (5) to (8) do not apply if the Minister of Conservation has notified the ancillary claims trustees pursuant to clause 14.14.2(b) of the deed of settlement that no Ngā Whenua Rāhui kawenata is required.

Section 395(5): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 395(8): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

#### *Claim 18 (Bruce Bay MR 6)*

### **396 Vesting of Bruce Bay site (No 1), Bruce Bay site (No 3), and Bruce Bay site (No 4)**

- (1) In this section, **Bruce Bay site (No 1)**, **Bruce Bay site (No 3)**, and **Bruce Bay site (No 4)** mean the lands described by those names in Schedule 111.
- (2) The legal but unformed road on the Bruce Bay site (No 1), the Bruce Bay site (No 3), and the Bruce Bay site (No 4) is stopped.
- (3) The fee simple estate in the following land:
  - (a) Bruce Bay site (No 1):
  - (b) Bruce Bay site (No 3):
  - (c) Bruce Bay site (No 4);—is vested in the ancillary claims trustees.
- (4) The vesting by subsection (3)(b) is subject to the encumbrance relating to the Bruce Bay site (No 3) described in Schedule 111.
- (5) Before the Maori Land Court makes a vesting order in relation to the Bruce Bay site (No 1) pursuant to section 346(1), the ancillary claims trustees must

have granted an easement over the Bruce Bay site (No 1) providing access from the State highway to the river and to Bruce Bay site (No 2) and Bruce Bay site (No 3) in favour of the occupiers of those sites and New Zealand Transport Agency in the form set out in attachment 14.8 of the deed of settlement.

- (6) Before the Maori Land Court makes a vesting order in relation to the Bruce Bay site (No 3) pursuant to section 346(1), the ancillary claims trustees must have granted an easement over the Bruce Bay site (No 3) providing access from the structures on that site to the Bruce Bay site (No 1) in favour of the occupiers of the Bruce Bay site (No 3) in the form set out in attachment 14.9 of the deed of settlement.
- (7) Within 1 year of the vesting of the Bruce Bay site (No 1) by subsection (3), and before the Maori Land Court makes a vesting order in relation to that site pursuant to section 346(1), the ancillary claims trustees must have offered formal licences or leases for a period of not less than 5 years to the persons occupying the Bruce Bay site (No 1) on 21 November 1997.

Section 396(5): amended, on 1 August 2008, by section 50(1) of the Land Transport Management Amendment Act 2008 (2008 No 47).

### **397 Vesting of Bruce Bay site (No 2)**

- (1) In this section, **Bruce Bay site (No 2)** means the land described by that name in Schedule 111.
- (2) The reservation of the Bruce Bay site (No 2) as a local purpose (site for a public hall) reserve is revoked.
- (3) The fee simple estate in the Bruce Bay site (No 2) is vested in the ancillary claims trustees.
- (4) Within 1 year of the vesting of the Bruce Bay site (No 2) by subsection (3), and before the Maori Land Court makes a vesting order in relation to that site pursuant to section 346(1), the ancillary claims trustees must have offered formal licences or leases for a period of not less than 5 years to the persons occupying the Bruce Bay site (No 2) on 21 November 1997.

### **398 Vesting of Bruce Bay site (No 5)**

- (1) In this section, **Bruce Bay site (No 5)** means the land described by that name in Schedule 111.
- (2) The legal but unformed road on the Bruce Bay site (No 5) (excluding the 20 metre-wide strip through this site as shown on Allocation Plan A 484 (SO 12501)) is stopped.
- (3) The fee simple estate in the Bruce Bay site (No 5) is vested in the ancillary claims trustees.

### **399 Property description**

In sections 400 and 401, **Bruce Bay site (No 6)** means the land described by that name in Schedule 111.

### **400 Vesting of Bruce Bay site (No 6)**

- (1) The Bruce Bay site (No 6) ceases to be a conservation area.
- (2) The fee simple estate in the Bruce Bay site (No 6) is vested in the ancillary claims trustees.
- (3) The vesting by subsection (2) is subject to the encumbrance relating to the Bruce Bay site (No 6) described in Schedule 111.

### **401 Identification of beneficiaries to Bruce Bay site (No 6)**

- (1) The ancillary claims trustees and the chief executive must comply with clause 14.15.2A of the deed of settlement, and deal with the Bruce Bay site (No 6) accordingly.
- (2) Section 344 is modified in its application to the Bruce Bay site (No 6) as required by subsection (1).

*Claim 27 (Watarākau MR 45); claim 41 (Māwheranui); claim 42 (Whakapoai); claim 43 (Westport Sections 721 and 732); claim 44 (Kōtukuwhakaoho MR 34); and claim 46 (Arahura MR 30)*

### **402 Vesting of Māwhera Chambers**

- (1) In this section, **Māwhera Chambers** means the land described by that name in Schedule 111.
- (2) The fee simple estate in the Māwhera Chambers is vested in the Māwhera Incorporation on the settlement date.
- (3) The vesting by subsection (2) is subject to the encumbrance relating to the Māwhera Chambers described in Schedule 111.
- (4) Part 3 of the Public Works Act 1981 does not apply to the vesting by subsection (2).

### **403 Vesting of Greymouth railway land**

- (1) In this section, **Greymouth railway land** means the land described by that name in Schedule 111.
- (2) The fee simple estate in the Greymouth railway land is vested in the Māwhera Incorporation on the settlement date.
- (3) The vesting by subsection (2) is subject to the encumbrances relating to the Greymouth railway land described in Schedule 111.
- (4) Part 3 of the Public Works Act 1981 does not apply to the vesting by subsection (2).

**404 Vesting of Lake Kaniere site**

- (1) In this section, **Lake Kaniere site** means the land described by that name in Schedule 111.
- (2) The fee simple estate in the Lake Kaniere site is vested in the Māwhera Incorporation on the settlement date.
- (3) The vesting by subsection (2) is subject to the encumbrance relating to the Lake Kaniere site described in Schedule 111.

**405 Vesting of Rapahoe site**

- (1) In this section, **Rapahoe site** means the land described by that name in Schedule 111.
- (2) The fee simple estate in the Rapahoe site is vested in the Māwhera Incorporation on the settlement date.
- (3) The vesting by subsection (2) is subject to the encumbrance relating to the Rapahoe site described in Schedule 111.

**406 Discontinuance of Maori Land Court proceedings**

The Maori Land Court proceedings in relation to the Māwhera Incorporation, being Case 16359 (Lot 1 DP 2696 and Section 1, SO 11689, Block XII, Grey-mouth Survey District) reported in 77 South Island Minute Book 341, are discontinued on the settlement date.

*Claim 50 (Karitane)***407 Property description**

In sections 408 and 409, **Karitane site** means the land described by that name in Schedule 111.

**408 Future vesting of Karitane site**

- (1) If at any time agreement is reached in accordance with clause 14.17.2 of the deed of settlement, the Minister of Conservation may, notwithstanding anything to the contrary in the Reserves Act 1977 or any other enactment, give effect to that agreement by publishing a notice in the *Gazette* as soon as practicable after receiving the Dunedin City Council's written consent to any action to be taken in relation to the Karitane site in order to give effect to the agreement.
- (2) Without limiting subsection (1), the Minister of Conservation may, by notice in the *Gazette*,—
  - (a) revoke the reservation of the Karitane site as a reserve; and
  - (b) provide for the Karitane site to have a status or classification; and
  - (c) provide for the Karitane site to be held, administered, or managed by any body; and

- (d) vest the Karitane site as Māori freehold land or in fee simple estate; and
- (e) provide for the transfer of the Karitane site; and
- (f) specify the date on which any of the matters set out in paragraphs (a) to (e) take effect.

#### **409 Application by Waikouaiti Māori Foreshore Trust Board**

Notwithstanding section 461(3), the Waikouaiti Māori Foreshore Trust Board or members of Ngāi Tahu Whānui may apply to the Maori Land Court under section 131 of Te Ture Whenua Maori Act 1993 for a status order in relation to the Karitane site if agreement is not reached in accordance with clause 14.17.3 of the deed of settlement.

#### *Claim 112 (Tautuku)*

#### **410 Application of Conservation Act 1987 to access granted by the Crown**

Sections 17S to 17W, 17Y(1)(a), 17Y(2), and 17Z(3) of the Conservation Act 1987 do not apply to any easement granted by the Crown pursuant to clause 14.19.2 of the deed of settlement.

#### **411 Application of Property Law Act 2007 to access granted by the Crown**

Subpart 3 of Part 6 of the Property Law Act 2007 does not apply to the provision of any legal access by the Crown pursuant to clause 14.19.3 of the deed of settlement.

Section 411 heading: amended, on 1 January 2008, by section 364(1) of the Property Law Act 2007 (2007 No 91).

Section 411: amended, on 1 January 2008, by section 364(1) of the Property Law Act 2007 (2007 No 91).

#### *Claim 56 (Maranuku)*

#### **412 Vesting of substitute Maranuku site**

- (1) In this section, **substitute Maranuku site** means the land described by that name in Schedule 111.
- (2) The fee simple estate in the substitute Maranuku site is vested in the ancillary claims trustees.

#### *Claim 57 (Maranuku)*

#### **413 Property description**

In sections 414 and 415, **Maranuku site** means the land described by that name in Schedule 111.

**414 Vesting of Maranuku site**

- (1) The fee simple estate in the Maranuku site is vested in the ancillary claims trustees.
- (1A) The reservation of the Maranuku site as a recreation reserve is revoked.
- (2) Part 3 of the Public Works Act 1981 does not apply to the vesting by subsection (1).

Section 414(1A): inserted, on 17 May 2005, by section 3 of the Ngāi Tahu Claims Settlement Amendment Act 2005 (2005 No 64).

**415 Identification of beneficiaries to Maranuku site**

- (1) The ancillary claims trustees and the chief executive must comply with clause 14.21.2 of the deed of settlement, and deal with the Maranuku site accordingly.
- (2) Section 344 is modified in its application to the Maranuku site as required by subsection (1).

*Claim 61 (Waimumu)***416 Interpretation**

In sections 417 to 420,—

**Waimumu site (No 1), Waimumu site (No 2), and Waimumu site (No 3)** mean the land described by those names in Schedule 111

**Waimumu sites** means the Waimumu site (No 1), Waimumu site (No 2), and, if required, Waimumu site (No 3) and, where the context requires, means one of those sites.

**417 Vesting of Waimumu site (No 1)**

- (1) The fee simple estate in the Waimumu site (No 1) is vested in the ancillary claims trustees.
- (2) The vesting by subsection (1) is subject to the encumbrances relating to the Waimumu site (No 1) described in Schedule 111.
- (3) Part 3 of the Public Works Act 1981 does not apply to the vesting by subsection (1).

**418 Vesting of Waimumu site (No 2)**

- (1) The fee simple estate in the Waimumu site (No 2) is vested in the ancillary claims trustees, notwithstanding the land having no frontage to a legal road.
- (2) The vesting by subsection (1) is subject to the encumbrances relating to the Waimumu site (No 2) described in Schedule 111.
- (3) Part 3 of the Public Works Act 1981 does not apply to the vesting by subsection (1).

**419 Vesting of Waimumu site (No 3)**

- (1) The fee simple estate in the Waimumu site (No 3) is vested in the ancillary claims trustees, notwithstanding the land having no frontage to a legal road.
- (2) The vesting by subsection (1) is subject to the encumbrances relating to the Waimumu site (No 3) described in Schedule 111.
- (3) Part 3 of the Public Works Act 1981 does not apply to the vesting by subsection (1).

**420 Identification of beneficiaries to Waimumu sites**

- (1) The ancillary claims trustees and the chief executive must comply with clause 14.22.2 of the deed of settlement, and deal with the Waimumu sites accordingly.
- (2) Section 344 is modified in its application to the Waimumu sites as required by subsection (1).

*Claim 66 (Invercargill)*

**421 Vesting of Invercargill site**

- (1) In this section, **Invercargill site** means the land described by that name in Schedule 111.
- (2) The fee simple estate in the Invercargill site is vested in the ancillary claims trustees.
- (3) The vesting by subsection (2) is subject to the encumbrances relating to the Invercargill site described in Schedule 111.

*Claim 67 (Aparima)*

**422 Vesting of Aparima site (No 1)**

- (1) In this section, **Aparima site (No 1)** means the land described by that name in Schedule 111.
- (2) The fee simple estate in the Aparima site (No 1) is vested in the ancillary claims trustees.

*Claim 73 (Aparima)*

**423 Vesting of Aparima site (No 2)**

- (1) In this section, **Aparima site (No 2)** means the land described by that name in Schedule 111.
- (2) The fee simple estate in the Aparima site (No 2) is vested in the ancillary claims trustees.

*Wai 348 (Pūrākaunui)***424 Interpretation**

In sections 425 and 426, **Pūrākaunui Block Incorporation** means the Proprietors of Pūrākaunui Block, being an incorporation of owners of land incorporated under section 29 of the Maori Affairs Amendment Act 1967.

**425 Vesting of Pūrākaunui site**

- (1) In this section, **Pūrākaunui site** means the land described by that name in Schedule 111.
- (2) The reservation of the Pūrākaunui site as a recreation reserve is revoked.
- (3) The fee simple estate in the Pūrākaunui site is vested in the Pūrākaunui Block Incorporation on the settlement date.
- (4) A marginal strip of 100 metres wide, or to the landward margin of the Pūrākaunui site, whichever is the lesser, extending along and abutting the landward margin of the foreshore of the Pūrākaunui site is reserved from the vesting of the fee simple estate in the Pūrākaunui site as if it had been reserved under section 24AA of the Conservation Act 1987.

**426 Vesting of road site**

- (1) In this section, **road site** means the land described by that name in Schedule 111.
- (2) On the settlement date—
  - (a) the legal but unformed road on the road site is stopped; and
  - (b) the fee simple estate in the road site is vested in the Pūrākaunui Block Incorporation.

**427 Application of Fencing Act 1978**

The Fencing Act 1978 (except for section 3(1) of that Act) applies to the fence constructed by the Crown pursuant to clause 14.26.4 of the deed of settlement.

*Wai 324 and Wai 27, claim 51 (Taiaroa Head)***428 Interpretation**

In sections 429 to 444, unless the context otherwise requires,—

**joint management body** means the body established pursuant to clause 14.27.12 of the deed of settlement for the joint administration and management of the Taiaroa Head sites as reserves, or as if they were reserves

**successors to Korako Karetai** means any person identified as a successor to Korako Karetai by the ancillary claims trustees pursuant to section 431(1)



**Taiaroa Head site (No 1), Taiaroa Head site (No 2), Taiaroa Head site (No 3), and Taiaroa Head site (No 4)** mean the land described by those names in Schedule 111

**Taiaroa Head sites** means the Taiaroa Head site (No 1) and the Taiaroa Head site (No 2) and, if either sections 443 or 444 applies, also includes the Taiaroa Head site (No 3) and the Taiaroa Head site (No 4), as appropriate

**wildlife sanctuary** means the land described by that name in Schedule 111.

**429 Vesting of Taiaroa Head site (No 1) in ancillary claims trustees**

- (1) The reservation of the Taiaroa Head site (No 1) as a nature reserve is revoked.
- (2) The fee simple estate in the Taiaroa Head site (No 1) is vested in the ancillary claims trustees.
- (3) The vesting by subsection (2) is subject to the encumbrances relating to the Taiaroa Head site (No 1) described in Schedule 111.
- (4) Part 3 of the Public Works Act 1981 does not apply to the revocation by subsection (1) or the vesting by subsection (2).
- (5) Notwithstanding subsection (2) and any Act or rule of law, the assets that are fixed to, or are under or over, the Taiaroa Head site (No 1) are not vested in the ancillary claims trustees, but remain in the ownership of the person or persons owning them at the date of the vesting by subsection (2).

**430 Administration of Taiaroa Head site (No 1)**

- (1) Until the business day which is 25 business days after the establishment and naming of the joint management body in accordance with clause 14.27.12 of the deed of settlement, and notwithstanding section 429(2), the Minister of Conservation—
  - (a) must administer the Taiaroa Head site (No 1), including any land reserved from the disposition of that site as a marginal strip pursuant to Part 4A of the Conservation Act 1987, as if it were a nature reserve; and
  - (b) may expend monies thereon for the purposes of its administration as if it were a nature reserve.
- (2) The Reserves Act 1977 applies to the Taiaroa Head site (No 1), and to the Minister of Conservation during the Minister's administration of that site, notwithstanding section 429(1) and (2) and anything to the contrary in the Reserves Act 1977.

**431 Identification of beneficiaries of Taiaroa Head site (No 1)**

- (1) In order to identify the beneficiaries of the Taiaroa Head site (No 1), the ancillary claims trustees must comply with section 344, except that—
  - (a) the ancillary claims trustees must identify the successors to Korako Karatai who would be entitled to have the Taiaroa Head site (No 1) offered

back to them if Part 3 of the Public Works Act 1981 were invoked in relation to that land; and

- (b) paragraphs 18 to 22 of attachment 14.2 of the deed of settlement do not apply to the identification of the beneficiaries of the Taiaroa Head site (No 1) by the ancillary claims trustees.
- (2) The persons identified by the ancillary claims trustees pursuant to subsection (1) are the beneficiaries of the Taiaroa Head site (No 1).
  - (3) The ancillary claims trustees must inform the Minister of Māori Affairs and the Minister in Charge of Treaty of Waitangi Negotiations as soon as the Maori Land Court has confirmed the list of beneficiaries to the Taiaroa Head site (No 1) pursuant to section 345(a).

#### **432 Successors to Korako Karetai to be owners**

For the purposes only of clauses 14.27.6 to 14.27.13 of the deed of settlement, the successors to Korako Karetai are, in relation to the Taiaroa Head site (No 1), deemed to be owners—

- (a) within the meaning of section 170 of Te Ture Whenua Maori Act 1993, for the purposes of that Act; and
- (b) within the meaning of regulation 2 of the Maori Assembled Owners Regulations 1995, for the purposes of those regulations.

#### **433 Decisions of successors to Korako Karetai**

- (1) If the successors to Korako Karetai do not make a decision at the meeting held pursuant to clause 14.27.6 of the deed of settlement in accordance with the procedures set out in the Maori Assembled Owners Regulations 1995 to adopt any one option from each of the list of options set out in clause 14.27.7 of the deed of settlement, they will be deemed to have chosen—
  - (a) the option which received the most votes in accordance with those procedures; or
  - (b) if no votes are cast, the first option from that list.
- (2) The recording officers of the meetings held pursuant to clauses 14.27.6, 14.27.9, and 14.27.11 of the deed of settlement must report to the Minister in Charge of Treaty of Waitangi Negotiations and the ancillary claims trustees as soon as practicable after those meetings, under the procedure set out in regulation 48 of the Maori Assembled Owners Regulations 1995,—
  - (a) the decisions of the successors to Korako Karetai made pursuant to clause 14.27.7 of the deed of settlement; and
  - (b) the decisions of the successors to Korako Karetai, Te Rūnanga Ōtākou, the Minister of Conservation, and the Dunedin City Council made pursuant to clauses 14.27.9 and 14.27.11 of the deed of settlement.

#### **434 Establishment of joint management body**

If the representatives of the successors to Korako Karetai, Te Rūnanga Ōtākou, the Dunedin City Council, and the Minister of Conservation do not make a decision at their meeting held pursuant to clause 14.27.11 of the deed of settlement to adopt any of the options listed in that clause, they are deemed to have chosen—

- (a) the option which received the support of the majority of the representatives of the successors to Korako Karetai, Te Rūnanga Ōtākou, the Dunedin City Council, and the Minister of Conservation; or
- (b) if there is no majority support for any option, the option set out in clause 14.27.11(a) of the deed of settlement.

#### **435 Transfer of Taiaroa Head site (No 1) to successors to Korako Karetai**

- (1) As soon as practicable after the recording officers report to the Minister in Charge of Treaty of Waitangi Negotiations in accordance with section 433(2), the Minister must arrange for a notice to be published in the *Gazette* declaring—
  - (a) the date on which the ancillary claims trustees must transfer the fee simple estate in the Taiaroa Head site (No 1); and
  - (b) the status (including, if appropriate, the status of Māori freehold land) the Taiaroa Head site (No 1) is to have, effective from the date of transfer; and
  - (c) the manner (including, if appropriate, by Korako Karetai as an eponymous ancestor) in which the Taiaroa Head site (No 1) is to be held, effective from the date of transfer.
- (2) The date of transfer of the Taiaroa Head site (No 1) stated by the Minister in Charge of Treaty of Waitangi Negotiations pursuant to subsection (1)(a) must be the business day which is 25 business days after the establishment and naming of the joint management body pursuant to clause 14.27.12 of the deed of settlement.
- (3) The ancillary claims trustees must transfer the Taiaroa Head site (No 1) on the date and in the manner stated in the notice published pursuant to subsection (1).
- (4) The transfer by subsection (3) is subject to the administration of the Taiaroa Head site (No 1), including any land reserved from the disposition of that site as a marginal strip pursuant to Part 4A of the Conservation Act 1987, by the joint management body pursuant to section 437(1) as if it were a nature reserve.
- (5) On presentation by the ancillary claims trustees of the transfer of the Taiaroa Head site (No 1) for registration, the Registrar must—

- (a) register the name of the transferee on the certificate of title relating to the Taiaroa Head site (No 1) as the registered proprietor of that site (including, if appropriate, the name of Korako Karetai); and
  - (b) note the status of the Taiaroa Head site (No 1) (as notified in the *Gazette* pursuant to subsection (1)) on the certificate of title relating to that site (including, if appropriate, the status of Māori freehold land).
- (6) The functions of the ancillary claims trustees in relation to the Taiaroa Head site (No 1) and the ancillary claim to which it relates end on the presentation of the transfer of the Taiaroa Head site (No 1) for registration pursuant to subsection (5).

Section 435(5): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

#### **436 Vesting of Taiaroa Head site (No 2)**

- (1) The Taiaroa Head site (No 2) is deemed to be vested in Te Rūnanga Ōtākou (to hold but not administer) pursuant to section 26 of the Reserves Act 1977, as a nature reserve.
- (2) The vesting by subsection (1) is effective on the business day which is 25 business days after the establishment and naming of the joint management body pursuant to clause 14.27.12 of the deed of settlement.
- (3) The Minister in Charge of Treaty of Waitangi Negotiations must, as soon as practicable, advise by notice in the *Gazette* when subsection (1) took effect.
- (4) The vesting by subsection (1) is subject to the administration of the Taiaroa Head site (No 2) by the joint management body pursuant to section 438(1) as a nature reserve.
- (5) Notwithstanding subsection (1) and any Act or rule of law, the assets that are fixed to, or are under or over, the Taiaroa Head site (No 2) are not vested in Te Rūnanga Ōtākou, but remain in the ownership of the person or persons owning them at the date of the vesting by subsection (1).

#### **437 Administration of Taiaroa Head site (No 1) by joint management body**

- (1) The Taiaroa Head site (No 1), including any land reserved from the disposition of that site as a marginal strip pursuant to Part 4A of the Conservation Act 1987, must be administered by the joint management body—
  - (a) as if it were a nature reserve and as if the joint management body had been appointed by the Minister of Conservation under section 38(2) of the Reserves Act 1977 as an administering body to control and manage the Taiaroa Head site (No 1) as if it were a nature reserve; and
  - (b) subject to the conditions and restrictions set out in attachment 14.15 of the deed of settlement (as quoted in Schedule 116) which apply to the control and management of the Taiaroa Head site (No 1) by the joint

management body, as if they were approved under section 38(2) of the Reserves Act 1977.

- (2) The quoting in Schedule 116 of the conditions and restrictions as to the administration of the Taiaroa Head site (No 1) is a matter of record only and does not give them any greater force or effect than they have as terms and conditions as to the use of the Taiaroa Head site (No 1) under section 38(2) of the Reserves Act 1977.

#### **438 Administration of Taiaroa Head site (No 2) by joint management body**

- (1) The Taiaroa Head site (No 2) must be administered by the joint management body—
  - (a) as if it had been vested in the joint management body pursuant to section 26 of the Reserves Act 1977 as a nature reserve; and
  - (b) subject to the conditions and restrictions set out in attachment 14.15 of the deed of settlement (as quoted in Schedule 116) which apply to the control and management of the Taiaroa Head site (No 2) by the joint management body, as if they were specified pursuant to section 26(2) of the Reserves Act 1977.
- (2) The quoting in Schedule 116 of the conditions and restrictions as to the administration of the Taiaroa Head site (No 2) is a matter of record only and does not give them any greater force or effect than they have as special conditions and restrictions of vesting land pursuant to section 26(2) of the Reserves Act 1977.

#### **439 Administration by joint management body**

- (1) In relation to the Taiaroa Head sites, the joint management body is an administering body for the purposes of the Reserves Act 1977.
- (2) The Reserves Act 1977 applies to the Taiaroa Head site (No 1) and the Taiaroa Head site (No 2), and to the joint management body in its administration of those sites, notwithstanding sections 435(3) and 436(1).

#### **440 Commencement of administration by joint management body**

- (1) Sections 437 to 439 take effect on the business day which is 25 business days after the establishment of the joint management body pursuant to clause 14.27.12 of the deed of settlement.
- (2) The Minister in Charge of Treaty of Waitangi Negotiations must, as soon as practicable after the establishment of the joint management body pursuant to clause 14.27.12 of the deed of settlement, advise by notice in the *Gazette* when sections 437 to 439 take effect.

#### **441 Management of wildlife sanctuary**

The Minister of Conservation may, at his or her sole discretion, by notice in the *Gazette*, declare that the wildlife sanctuary—

- (a) is to be included in any management plan prepared for the Taiaroa Head sites; or
  - (b) is to be administered by the joint management body, together with the Taiaroa Head sites, as if it were a nature reserve, and is to be included in any management plan prepared for the Taiaroa Head sites,—
- notwithstanding the Wildlife Act 1953 or any other enactment.

#### **442 Preparation of management plan for Taiaroa Head sites**

The management plan to be prepared by the joint management body for the Taiaroa Head sites under section 41 of the Reserves Act 1977 may—

- (a) include the wildlife sanctuary if the Minister of Conservation has exercised the discretion under section 441; and
- (b) subject to the agreement of the Dunedin City Council, include Taiaroa Head site (No 3) and Taiaroa Head site (No 4) if the Dunedin City Council retains those sites and does not agree to their administration by the joint management body.

#### **443 Inclusion of Taiaroa Head site (No 3)**

- (1) If at any time the Dunedin City Council gives its written consent to the revocation of the reservation of the Taiaroa Head site (No 3) as a reserve in accordance with clause 14.27.3 of the deed of settlement, then, notwithstanding any other Act or rule of law,—
  - (a) the Minister of Conservation may, by notice in the *Gazette*, revoke the reservation of the Taiaroa Head site (No 3) as a reserve and vest (subject to any conditions specified by the Dunedin City Council in its written consent) that site in the same manner and status (including, if appropriate, the status of Māori freehold land) as the Taiaroa Head site (No 1) is vested by section 435; and
  - (b) the Taiaroa Head site (No 3) will be held in the same manner as the Taiaroa Head site (No 1) from the date of vesting of that site by paragraph (a); and
  - (c) the Taiaroa Head site (No 3), including any land reserved from the disposition of that site as a marginal strip pursuant to Part 4A of the Conservation Act 1987, will be administered by the joint management body from the date that site is vested by paragraph (a) as if it were a reserve in accordance with the reserve classification it held immediately before it was vested by paragraph (a); and
  - (d) Part 3 of the Public Works Act 1981 will not apply to the revocation or the vesting by paragraph (a).
- (2) Notwithstanding subsection (1) and any enactment or rule of law, if the Minister of Conservation vests the Taiaroa Head site (No 3) in the descendants of Korako Karetai under subsection (1)(a), the assets that are fixed to, or are

under or over, the site are not vested pursuant to subsection (1)(a) but remain in the ownership of the person or persons owning them at the date of the transfer of that land.

- (3) If the Dunedin City Council gives its written consent to the revocation of the reservation of the Taiaroa Head site (No 3) as a reserve in accordance with clause 14.27.3 of the deed of settlement, then subsection (1) will take effect on the later of—
- (a) the business day which is 25 business days after the establishment of the joint management body; and
  - (b) the day on which the Dunedin City Council gives its written consent in accordance with subsection (1).

#### **444 Inclusion of Taiaroa Head site (No 4)**

- (1) If at any time the Dunedin City Council gives its written consent to the cancellation of the vesting in it of the Taiaroa Head site (No 4) in accordance with clause 14.27.3 of the deed of settlement, then, notwithstanding any other Act or rule of law,—
- (a) the Minister of Conservation may, by notice in the *Gazette*, cancel the vesting of the Taiaroa Head site (No 4) in the Dunedin City Council and vest (subject to any conditions specified by the Dunedin City Council in its written consent) that site in Te Rūnanga Ōtākou with the reserve classification it held immediately before the notice is published, and the Reserves Act 1977 applies accordingly; and
  - (b) the Taiaroa Head site (No 4) will be held in the same manner as the Taiaroa Head site (No 2) from the date that site is vested by paragraph (a); and
  - (c) the Taiaroa Head site (No 4) will be administered by the joint management body from the date that site is vested by paragraph (a) in accordance with the reserve classification it held immediately before it was vested under paragraph (a); and
  - (d) notwithstanding paragraph (c) and any Act or rule of law, the assets that are fixed to, or are under or over, the Taiaroa Head site (No 4) are not vested in Te Rūnanga Ōtākou, but remain in the ownership of the person or persons owning them at the date of the transfer of that land.
- (2) If the Dunedin City Council gives its written consent to the cancellation of the vesting in it of the Taiaroa Head site (No 4) in accordance with clause 14.27.3 of the deed of settlement, then subsection (1) will take effect on the later of—
- (a) the business day which is 25 business days after the establishment of the joint management body; and
  - (b) the day on which the Dunedin City Council gives its written consent in accordance with subsection (1).

## Part 15

### South Island Landless Natives Act

#### 445 Purpose of this Part

The purpose of this Part is to provide for the legislative matters contemplated by section 15 (South Island Landless Natives Act) of the deed of settlement.

#### 446 Interpretation

In this Part, unless the context otherwise requires,—

**ancillary claims trustees** has the meaning given to it in section 339

**Minister** means the Minister in Charge of Treaty of Waitangi Negotiations

**original beneficiaries** means the persons listed in the Native Land Register compiled by Mackay and Smith and referred to in the Appendix to the Journals of the House of Representatives of New Zealand 1905, Volume III, G-2 in relation to the SILNA lands; and, where the context requires, means the original beneficiaries of one of the SILNA lands

**SILNA lands** means the following lands:

- (a) the Hawea/Wanaka land:
- (b) the Whakapoai land:
- (c) the Port Adventure land:
- (d) the Toi Toi land;—

being the lands described by those names in Schedule 117 and, where the context requires, **SILNA land** means one of those blocks of land

**successor** means any person entitled to succeed, pursuant to clause 15.6.2 of the deed of settlement, to the beneficial interest of an original beneficiary in a SILNA land.

#### *Claim 14 (Hawea/Wanaka)*

#### 447 Property description

In sections 448 and 449, **Hawea/Wanaka substitute land** means the land described by that name in Schedule 117.

#### 448 Revocation of Hawea/Wanaka substitute land's current reserve status

The reservation of the Hawea/Wanaka substitute land as a reserve is revoked on the settlement date.

#### 449 Vesting of Hawea/Wanaka substitute land

- (1) The Minister may, by notice in the *Gazette*, vest the Hawea/Wanaka substitute land in the manner and with the status (including, if appropriate, the status of



Māori freehold land) formally notified to the Minister by the recording officer in accordance with section 455(5).

- (2) The Minister must arrange for the notice referred to in subsection (1) to be published in the *Gazette* as soon as practicable after the recording officer gives to the Minister, in accordance with section 455(5), formal notification relating to the Hawea/Wanaka substitute land.

### *Claim 33 (Whakapoai)*

#### **450 Property descriptions**

In sections 451 and 452,—

**Whakapoai land** means the land described by that name in Schedule 117

**Whakapoai substitute land** means the area, or areas, of land identified pursuant to clause 15.3.2(b)(i) of the deed of settlement by the Crown and the persons appointed as representatives by the successors to the Whakapoai land pursuant to clause 15.7.3 of the deed of settlement, in order to provide redress for Claim 33 (Whakapoai).

#### **451 Vesting of Whakapoai land or Whakapoai substitute land**

- (1) The Minister may take one of the following actions:
  - (a) vest, by notice in the *Gazette*, the Whakapoai land in the manner and with the status (including, if appropriate, the status of Māori freehold land) formally notified to the Minister by the recording officer in accordance with section 455(5), subject to—
    - (i) the Whakapoai land being leased back to the Crown (acting through the Minister of Conservation) on the terms set out in attachment 15.1 of the deed of settlement; and
    - (ii) compensation being paid by the Crown to the successors to the Whakapoai land in accordance with clause 15.3.2(a) of the deed of settlement:
  - (b) vest, by notice in the *Gazette*, the Whakapoai substitute land in the manner and with the status (including, if appropriate, the status of Māori freehold land) formally notified to the Minister by the recording officer in accordance with section 455(5):
  - (c) provide an alternative form of redress to those set out in paragraphs (a) and (b) in accordance with clause 15.3.2(b)(ii) of the deed of settlement.
- (2) The Minister must, as soon as practicable after receiving the notice in accordance with section 455(5) of the decisions of the successors concerned as to which one of the actions referred to in subsection (1) is to be taken, take that action.

**452 Lease of Whakapoai land**

- (1) The Crown may lease back the Whakapoai land on the terms set out in attachment 15.1 of the deed of settlement, notwithstanding anything to the contrary in the Land Act 1948 or any other statutory provisions governing the transfer of Crown land and the entry by the Crown into a lease of land.
- (2) If the Minister takes the action set out in section 451(1)(a),—
  - (a) the Governor-General may declare the Whakapoai land to be a national park to which the National Parks Act 1980 applies in accordance with section 7 of that Act, notwithstanding anything to the contrary in the National Parks Act 1980; and
  - (b) the Whakapoai land will be managed by the Crown as part of the Kahurangi National Park as if the Whakapoai land were constituted a national park under the National Parks Act 1980.
- (3) If the Minister takes either of the actions set out in section 451(1)(b) and (c), the Whakapoai land is deemed to be—
  - (a) declared to be a national park under the National Parks Act 1980; and
  - (b) added to the Kahurangi National Park,—as if it had been declared and added pursuant to section 7 of the National Parks Act 1980, notwithstanding anything to the contrary in section 8 of that Act.
- (4) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to any lease back of the Whakapoai land to the Crown.

*Claim 92 (Port Adventure)***453 Provision of redress for successors to Port Adventure land**

- (1) In this section, **adjoining land** and **Port Adventure land** mean the lands described by those names in Schedule 117.
- (2) The Minister may take one of the following actions:
  - (a) vest, by notice in the *Gazette*, the Port Adventure land in the manner and with the status (including, if appropriate, the status of Māori freehold land) formally notified to the Minister by the recording officer in accordance with section 455(5):
  - (b) vest, by notice in the *Gazette*, the Port Adventure land (with boundaries redefined and surveyed in accordance with clause 15.4.2(b)(i) of the deed of settlement) in the manner and with the status (including, if appropriate, the status of Māori freehold land) formally notified to the Minister by the recording officer in accordance with section 455(5):
  - (c) provide an alternative form of redress to those set out in paragraphs (a) and (b) in accordance with clause 15.4.2(b)(ii) of the deed of settlement.
- (3) In order to allow for the creation of alternative boundaries to the Port Adventure land pursuant to subsection (2)(b), the Minister of Conservation may, in

his or her discretion, by notice in the *Gazette*, do any 1 or more of the following:

- (a) change the classification or purpose of the whole or part of the adjoining land:
  - (b) revoke the reservation of the whole or part of the adjoining land as a nature reserve or scenic reserve:
  - (c) remove the status of conservation area managed for conservation purposes from the whole or part of the adjoining land.
- (4) The Minister must, as soon as practicable after receiving the notice in accordance with section 455(5) of the decisions of the successors concerned as to which one of the actions referred to in subsection (2) is to be taken, take that action.

#### *Claim 92 (Toi Toi)*

#### **454 Provision of redress for successors to Toi Toi land**

- (1) In this section **adjoining land** and **Toi Toi land** mean the lands described by those names in Schedule 117.
- (2) The Minister may take one of the following actions:
  - (a) vest, by notice in the *Gazette*, the Toi Toi land in the manner and with the status (including, if appropriate, the status of Māori freehold land) formally notified to the Minister by the recording officer in accordance with section 455(5):
  - (b) vest, by notice in the *Gazette*, the Toi Toi land (with boundaries redefined and surveyed in accordance with clause 15.5.2(b)(i) of the deed of settlement) in the manner and with the status (including, if appropriate, the status of Māori freehold land) formally notified to the Minister by the recording officer in accordance with section 455(5):
  - (c) provide an alternative form of redress to those set out in paragraphs (a) and (b) in accordance with clause 15.5.2(b)(ii) of the deed of settlement.
- (3) In order to allow for the creation of alternative boundaries to the Toi Toi land pursuant to subsection (2)(b), the Minister of Conservation may, in his or her discretion, by notice in the *Gazette*, do any 1 or more of the following:
  - (a) change the classification or purpose of the whole or part of the adjoining land:
  - (b) revoke the reservation of the whole or part of the adjoining land as a nature reserve or scenic reserve:
  - (c) remove the status of conservation area managed for conservation purposes from the whole or part of the adjoining land.
- (4) The Minister must, as soon as practicable after receiving the notice in accordance with section 455(5) of the decisions of the successors concerned as to

which one of the actions referred to in subsection (2) is to be taken, take that action.

*Miscellaneous matters*

**455 Miscellaneous matters to give effect to SILNA redress**

- (1) The Minister of Māori Affairs and the Maori Land Court may undertake any actions prescribed for them in section 15 of the deed of settlement, notwithstanding the fact that the SILNA lands, or land being dealt with in substitution for a SILNA land, are not Māori freehold land.
- (2) The Maori Land Court may give notice in the Panui of every Maori Land Court District, and in such other way as the Maori Land Court considers appropriate, in order to identify the successors to the SILNA lands in accordance with clauses 15.6.2 and 15.6.3 of the deed of settlement.
- (3) For the purposes only of clauses 15.6 and 15.7 of the deed of settlement, the successors to a SILNA land are, in relation to that land, deemed to be owners—
  - (a) within the meaning of section 170 of Te Ture Whenua Maori Act 1993, for the purposes of that Act; and
  - (b) within the meaning of regulation 2 of the Maori Assembled Owners Regulations 1995, for the purposes of those regulations.
- (4) If the successors to a SILNA land do not make a decision in accordance with the procedures set out in the Maori Assembled Owners Regulations 1995 to adopt any one of the options listed in clause 15.7.5 of the deed of settlement, they must be deemed to have chosen the option which received the most votes in accordance with those procedures.
- (5) The recording officer of each meeting of successors to a SILNA land must report to the Minister, under the procedure set out in regulation 48 of the Maori Assembled Owners Regulations 1995, the decisions of the successors made under clause 15.7.2 or clause 15.7.4, and clause 15.7.5 of the deed of settlement.
- (6) The Registrar may (and must, upon instruction from the Minister) take such steps as are necessary on the Registrar's part to give effect to section 15 of the deed of settlement.

Section 455(6): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

*Claim 16 (South Westland)*

**456 South Westland land to vest in ancillary claims trustees**

- (1) In this section, **Awarua site**, **Okahu site**, and **Whakapohai site** mean the lands described by those names in Schedule 117.
- (2) The fee simple estate in the following land:

- (a) Awarua site:
- (b) Okahu site:
- (c) Whakapohai site;—

is vested in the ancillary claims trustees on the date that is 30 business days after the settlement date.

#### **457 Pāringa River site to vest in ancillary claims trustees**

- (1) In this section, **Pāringa River site** means the land described by that name in Schedule 117.
- (2) The Pāringa River site ceases to be a conservation area on the date that is 30 business days after the settlement date.
- (3) The fee simple estate in the Pāringa River site is vested in the ancillary claims trustees on the date that is 30 business days after the settlement date.
- (4) Before the Maori Land Court makes a vesting order in relation to the Pāringa River site pursuant to section 346(1), the ancillary claims trustees must have entered into, and presented for registration with the Registrar, a Ngā Whenua Rāhui kawenata relating to the protection of the Pāringa River site in the form set out in attachment 15.2 of the deed of settlement.
- (5) The Ngā Whenua Rāhui kawenata referred to in subsection (4) is deemed to be entered into under section 77A of the Reserves Act 1977, notwithstanding the fact that the Pāringa River site is not Māori land.
- (6) Notwithstanding section 77A(1)(b) of the Reserves Act 1977, the owner of the Pāringa River site may only terminate the Ngā Whenua Rāhui kawenata with the written agreement of the Minister of Conservation.
- (7) The Registrar must, in accordance with section 77A of the Reserves Act 1977, register the Ngā Whenua Rāhui kawenata referred to in subsection (4) as soon as it is executed and presented for registration by the ancillary claims trustees (and, if no certificate of title has been issued under the Land Transfer Act 1952, until such title is issued, may constitute it a folium of the register).

Section 457(4): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 457(7): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

#### **458 Okahu replacement site to vest in ancillary claims trustees**

- (1) In this section, **Okahu replacement site** means the land described by that name in Schedule 117.
- (2) Okahu replacement site ceases to be a conservation area on the date that is 30 business days after the settlement date.
- (3) The fee simple estate in Okahu replacement site is vested in the ancillary claims trustees on the date that is 30 business days after the settlement date.

- (4) Before the Maori Land Court makes a vesting order in relation to Okahu replacement site pursuant to section 346(1), the ancillary claims trustees must have entered into and presented for registration with the Registrar, a Ngā Whenua Rāhui kawenata relating to the protection of Okahu replacement site in the form set out in attachment 15.3 of the deed of settlement.
- (5) The Ngā Whenua Rāhui kawenata referred to in subsection (4) is deemed to be entered into under section 77A of the Reserves Act 1977, notwithstanding the fact that Okahu replacement site is not Māori land.
- (6) Notwithstanding section 77A(1)(b) of the Reserves Act 1977, the owner of Okahu replacement site may only terminate the Ngā Whenua Rāhui kawenata with the written agreement of the Minister of Conservation.
- (7) The Registrar must, in accordance with section 77A of the Reserves Act 1977, register the Ngā Whenua Rāhui kawenata referred to in subsection (4) as soon as it is executed and presented for registration by the ancillary claims trustees (and, if no certificate of title has been issued under the Land Transfer Act 1952, until such title is issued, may constitute it a folium of the register).

Section 458(4): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 458(7): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

## Part 16

### Conditions and legislation

#### 459 Purpose of this Part

The purpose of this Part is to provide for the legislative matters contemplated by section 17 (conditions and legislation) of the deed of settlement.

#### 460 Effective date of matters in this Part

The date on which the matters provided for in this Part take effect is the settlement date.

#### 461 Settlement of Ngāi Tahu claims to be final

- (1) The settlement of the Ngāi Tahu claims to be effected pursuant to the deed of settlement and this Act is final, and the Crown is released and discharged in respect of those claims.
- (2) Subsection (1) does not limit the deed of settlement.
- (3) Despite any other enactment or rule of law, no court or tribunal has jurisdiction to inquire or further inquire into, or to make any finding or recommendation in respect of,—
  - (a) any or all of the Ngāi Tahu claims; or
  - (b) the validity of the deed of settlement; or

- (c) the adequacy of the benefits provided to Te Rūnanga o Ngāi Tahu and others under this Act or the deed of settlement; or
- (d) this Act.
- (4) Subsection (3) does not exclude the jurisdiction of a court or tribunal in respect of the interpretation or implementation of the deed of settlement or this Act.
- (5) This section does not limit the jurisdiction of the Maori Land Court in the implementation of sections 14 and 15 of the deed of settlement.

#### **462 Jurisdiction of Tribunal to consider claims**

*[Repealed]*

Section 462: repealed, on 23 May 2008, by section 7 of the Treaty of Waitangi Amendment Act 2008 (2008 No 34).

#### **463 Enactments relating to resumptive memorials on land within Ngāi Tahu claim area no longer to apply**

Nothing in—

- (a) sections 8A to 8H of the Treaty of Waitangi Act 1975; or
- (b) the amendments made to the Treaty of Waitangi Act 1975 by Part 4 of the New Zealand Railways Corporation Restructuring Act 1990; or
- (c) sections 27A to 27C of the State-Owned Enterprises Act 1986; or
- (d) sections 568 to 570 of the Education and Training Act 2020;
- (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990—

applies in relation to any land within the Ngāi Tahu claim area.

Section 463(d): replaced, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

#### **464 Removal of resumptive memorials**

- (1) The chief executive must, as soon as reasonably practicable after the settlement date, issue to the Registrar 1 or more certificates that identify each certificate of title relating to land—
  - (a) that is within the Ngāi Tahu claim area; and
  - (b) that contains a memorial entered under any of the enactments referred to in section 463(1).
- (2) Each certificate issued pursuant to subsection (1) must state that it is issued pursuant to this section.
- (3) The Registrar must, as soon as reasonably practicable after receiving a certificate issued to the Registrar pursuant to subsection (1), and without fee to the registered proprietor or to Te Rūnanga o Ngāi Tahu,—
  - (a) register the certificate against each certificate of title identified in the certificate; and

- (b) cancel each memorial that, under any of the enactments referred to in section 463(1), is entered on a certificate of title identified in the certificate.
- (4) Subsection (2) does not require the Registrar to note any duplicate certificate of title.

Section 464(1): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 464(1)(a): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 464(3): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 464(4): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

#### **465 Maori Trust Boards Act 1955**

- (1) *Amendment(s) incorporated in the Act(s).*
- (2) *Amendment(s) incorporated in the Act(s).*

#### **466 Limit on duration of trusts does not apply**

No rule of law or provisions of an Act limiting the duration of a trust, including section 16 of the Trusts Act 2019, apply to any document entered into to give effect to the deed of settlement, if the application of that rule or the provision of that Act would otherwise make the document invalid or ineffective.

Section 466 heading: replaced, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

Section 466: amended, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

#### **467 Settlement for benefit of Ngāi Tahu Whānui collectively**

- (1) The settlement is for the benefit of Ngāi Tahu Whānui collectively, and not for the benefit of any individual, single whānau, single marae, single hapū, or single Papatipu Rūnanga (except to the extent that, after the settlement date, Te Rūnanga o Ngāi Tahu determines in accordance with the charter and Te Runanga o Ngai Tahu Act 1996).
- (2) Subsection (1) does not apply to clauses 13.3 and 13.6 and sections 14 and 15 of the deed of settlement or to sections 324 to 326 and 333 to 337 or Parts 14 and 15 of this Act.

## **Part 17 Miscellaneous**

#### **468 Purpose of this Part**

The purpose of this Part is to provide for the legislative matters contemplated by section 20 (miscellaneous matters) of the deed of settlement.



#### **469 Interpretation**

In this Part,—

**encumbrance** means a lease, licence, mining licence or permit, easement, access arrangement, covenant, or other third party right, whether registered or unregistered

**specified settlement property** means a settlement property which is to be vested in a Ngāi Tahu recipient pursuant to any of Parts 11, 13, 14, or 15.

#### **470 Application of this Part**

Except as expressly provided in this Act, this Part applies to the vesting in a Ngāi Tahu recipient by this Act of a specified settlement property.

#### **471 Disposition by the Crown**

Except as expressly provided in this Act, the vesting of the fee simple estate in a specified settlement property is deemed to be a disposition by the Crown for the purposes of Part 4A of the Conservation Act 1987.

#### **472 Encumbrances**

- (1) Except as expressly provided in this Act, an encumbrance which is not registrable under the Land Transfer Act 1952 is not required by virtue of this Act to be registered against the certificate of title for the specified settlement property concerned.
- (2) The inclusion in a schedule of this Act of an encumbrance in relation to land does not give the encumbrance any greater force or effect than it has had if not been included in the schedule.
- (3) Except as expressly provided in this Act, nothing in Te Ture Whenua Māori Act 1993 applies to an encumbrance given pursuant to this Act or the deed of settlement in relation to land that is vested as Māori freehold land pursuant to any of Parts 13, 14, or 15.
- (4) Except as expressly provided in this Act, the fee simple estate of a specified settlement property that is land under the Land Transfer Act 1952 and that is vested by this Act is vested subject to any encumbrances on the certificate of title relating to the specified settlement property.

#### **473 Continuing application of statute and other matters**

Except as expressly provided in this Act, all statutes, regulations, bylaws, powers, rights, and obligations are unaffected by the vesting in a Ngāi Tahu recipient by this Act of a specified settlement property.

#### **474 Title to specified settlement property**

- (1) Where the fee simple estate in a specified settlement property is vested by this Act in a Ngāi Tahu recipient, and that specified settlement property is—

- (a) land which is registered under the Land Transfer Act 1952, the Registrar must, on written application by any person authorised by the chief executive,—
- (i) register that Ngāi Tahu recipient as the proprietor of the fee simple estate in that specified settlement property, in substitution for the Crown body which held the fee simple estate in that specified settlement property immediately before that vesting; and
  - (ii) make such entries in the register and on any outstanding documents of title and generally do all such things as may be necessary to give effect to this Part; or
- (b) land other than land registered under the Land Transfer Act 1952, the Registrar must, on written application by any person authorised by the chief executive, issue a certificate of title for the fee simple estate in that specified settlement property, in form 1 of Schedule 1 of the Land Transfer Act 1952, amended as appropriate.
- (2) An application made in accordance with subsection (1) must—
- (a) specify the name of the Ngāi Tahu recipient and a description of the specified settlement property sufficient to identify it; and
  - (b) in the case of an application made pursuant to subsection (1)(b), include a certificate by the chief executive or the Surveyor-General as to the correctness of that description, including a description of any registrable or notable encumbrances subject to which, or with the benefit of which, the specified settlement property is vested; and
  - (c) without limiting subsection (3), be made as soon as reasonably practicable after the date on which the fee simple estate in that specified settlement property is vested in a Ngāi Tahu recipient by this Act.
- (3) Except as expressly provided in this Act, a certificate of title must be issued pursuant to subsection (1)(b) as soon as reasonably practicable after an application has been made pursuant to subsection (2), and, in any event, no later than 12 months after the vesting of the relevant specified settlement property (or such later date as may be agreed in writing by Te Rūnanga o Ngāi Tahu and the Crown).
- (4) The certificate given in accordance with subsection (2)(b) must be filed by the Registrar in the Land Registry Office and is conclusive evidence to the Registrar of the matters required to be stated in it.

Section 474(1)(a): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 474(1)(b): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

Section 474(2)(b): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

Section 474(4): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

#### **475 Certification of registrable interests**

- (1) Where the fee simple estate in a specified settlement property is vested in a Ngāi Tahu recipient subject to the reservation of, or having the benefit of, any easement (not being an easement previously registered under the Land Transfer Act 1952) or any other registrable or notable encumbrance under this or any other Act, the chief executive, or the Surveyor-General, must include in the certificate given pursuant to subsection (1) or subsection (2) of section 474, a sufficient description of the easement or encumbrance and particulars as to the rights, powers, terms, covenants, conditions, and restrictions attaching to it.
- (2) The Registrar must enter a notation of the easement or encumbrance upon the relevant certificate of title by reference to the certificate in which it is described as if that certificate were the instrument creating the easement or encumbrance.
- (3) Where a notation of an easement or encumbrance is entered upon the relevant certificate of title pursuant to subsection (2), the easement or encumbrance is deemed for all purposes (including all subsequent dealings) to be created under the Land Transfer Act 1952.

Section 475(1): amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

Section 475(2): amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

#### **476 Exclusions**

- (1) Sections 24 and 25 of the Reserves Act 1977, the Wildlife Act 1953, and sections 18(7), 18(8), and 26 of the Conservation Act 1987 do not apply to—
  - (a) a change of classification or purpose of a reserve; or
  - (b) a change of a specially protected status of a conservation area; or
  - (c) a revocation of a reserve or wildlife refuge; or
  - (d) the cessation of status of a conservation area,—where the reserve, wildlife refuge, or conservation area is a specified settlement property vested in a Ngāi Tahu recipient by this Act, unless expressly provided otherwise in the section by which the specified settlement property is vested.
- (2) Sections 78(1)(a), 79, 80, 81, and 82 of the Reserves Act 1977 do not apply to the vesting of a specified settlement property by this Act.
- (3) Nothing in section 11 or Part 10 of the Resource Management Act 1991 applies to the vesting of the fee simple estate in a specified settlement property by this Act, or anything incidental to, or required for the purposes of, any such vesting.

- (4) Sections 116(2)(d), 117, and 118 of the Public Works Act 1981, and sections 342 and 345(3) of the Local Government Act 1974, do not apply to the stopping of a road by this Act.

**477 Stopping of roads**

Except as expressly provided in this Act, where a road is stopped by this Act, the area comprising the stopped road is vested in the Crown.

**478 Successors bound**

- (1) In this section, **successor in title** includes the beneficiary in respect of any specified settlement property that is vested in the ancillary claims trustees.
- (2) Where the fee simple estate in a specified settlement property is vested in a Ngāi Tahu recipient by this Act, the terms on which that specified settlement property is vested in that Ngāi Tahu recipient bind any successor in title to that property.

**479 Registration without fee**

Where an action is required to be undertaken by the Registrar under this Part, it is without fee to the registered proprietor or to the Ngāi Tahu recipient.

Section 479: amended, on 1 February 1999, pursuant to section 31(2) of the Land Transfer (Automation) Amendment Act 1998 (1998 No 123).

## Schedule 1 The Treaty of Waitangi

Preamble, recital A

### (The text in Māori)

KO WIKITŌRIA, te Kuini o Ingarani, i tāna mahara atawai ki ngā Rangatira me ngā Hapū o Nu Tīrani i tāna hiahia hoki kia tohungia ki a rātou ō rātou rangatiratanga, me tō rātou wenua, ā kia mau tonu hoki te Rongo ki a rātou me te Ātanoho hoki kua wakaaro ia he mea tika kia tukua mai tētahi Rangatira hei kaiwakarite ki ngā Tāngata māori o Nū Tīrani-kia wakaetia e ngā Rangatira māori te Kāwanatanga o te Kuini ki ngā wāhi katoa o te Wenua nei me ngā Motu-nā te mea hoki he tokomaha kē ngā tāngata o tōna Iwi Kua noho ki tēnei wenua, ā, e haere mai nei.

Nā ko te Kuini e hiahia ana kia wakaritea te Kāwanatanga kia kaua ai ngā kino e puta mai ki te tāngata Māori ki te Pākehā e noho ture kore ana.

Nā, kua pai te Kuini kia tukua ahau a Wiremu Hopihona, he Kāpitana i te Roiara Nawi hei Kāwana mō ngā wāhi katoa o Nū Tīrani i tukua āianeī, āmua ki te Kuini e mea atu ana ia ki ngā Rangatira o te wakaminenga o ngā Hapū o Nū Tīrani me ērā Rangatira atu ēnei ture ka kōrerotia nei.

### Ko te Tuatahi

Ko ngā Rangatira o te Wakaminenga me ngā Rangatira katoa hoki kihai i uru ki taua wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu-te Kāwanatanga katoa o ō rātou wenua.

### Ko te Tuarua

Ko te Kuini o Ingarani ka wakarite ka wakaae ki ngā Rangatira ki ngā hapū - ki ngā tāngata katoa o Nū Tīrani te tino Rangatiratanga o ō rātou wenua ō rātou kāinga me ō rātou tāonga katoa. Otiia ko ngā Rangatira o te Wakaminenga me ngā Rangatira katoa atu ka tuku ki te Kuini te hokonga o ērā wāhi wenua e pai ai te tangata nōna te Wenua-ki te ritenga o te utu e wakaritea ai e rātou ko te kaihoko e meatia nei e te Kuini hei kaihoko mōna.

### Ko te Tuatoru

Hei wakaritenga mai hoki tēnei mō te wakaetanga ki te Kāwanatanga o te Kuini-Ka tiakina e te Kuini o Ingarani ngā tāngata Māori katoa o Nū Tīrani. Ka tukua ki a rātou ngā tikanga katoa rite tahi ki āna mea ki ngā tāngata o Ingarani.

(Signed) William Hobson,  
Consul and Lieutenant-Governor.

Nā ko mātou, ko ngā Rangatira o te Wakaminenga o ngā Hapū o Nū Tīrani ka huihui nei ki Waitangi ko mātou hoki ko ngā Rangatira o Nū Tīrani ka kite nei i te ritenga o

ēnei kupu, ka tangohia ka wakaaetia katoatia e mātou, koia ka tohungia ai ō mātou ingoa ō mātou tohu.

Ka meatia tēnei ki Waitangi i te ono o ngā rā o Pepueri i te tau kotahi mano, e waru rau e wā tekau o tō tātou Ariki.

Ko ngā Rangatira o te wakaminenga.

### **(The text in English)**

HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those islands—Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant Governor of such parts of New Zealand as may be or hereafter shall be ceded to Her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

#### **Article the First**

The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation of Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole Sovereigns thereof.

#### **Article the Second**

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Preemption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

### **Article the Third**

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

W Hobson,  
Lieutenant Governor.

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof: in witness of which we have attached our signatures or marks at the places and the dates respectively specified.

Done at Waitangi this Sixth day of February in the year of Our Lord One thousand eight hundred and forty.

*[Here follow signatures, dates, etc]*

**Schedule 2**  
**Ngāi Tahu signatories to ten purchase deeds**

Preamble, recital B

**(As recorded in Appendix 2 of the Waitangi Tribunal's Ngāi Tahu  
Report 1991)**

*Ōtākou (Otago), 31 July 1844*

Hoani Tuhawaiki	Te Haki
Pokene	Taiaroa
Topi	Karetai
Te Kai Koarere	Korako
Pohau	Taka Maitu
Kihau	Te Raki
Kahuti	Horomona Pohio
Kuru Kuru	Te Ao
Papakawa	Te Raki
Moko Moko	Potiki
Tutewaiao	Pokihi
Korako Karetai	Pohata
Raki Wakana	

*Kemp (Canterbury), 12 June 1848*

Taiaroa	Rangi Whakana
John Tikao	Te Poriohua
Maopo	Potiki
John Pere	Wiremu
Paora Tau	Tiare Wetere
Tiaki	Hape
Tainui	Tare Te Haruru
Koti	Pukenui
Te Hau	Haereroa
Matiaha	Tuauwau



Karetai	Tiraki
Pohau	Tuahuru
Waruwarutu	Te Matahara
Wiremu Te Raki	Te Hau
Taki	Manahe
Solomon Pohio	Te Uki
Rirawa	Pukari
Te Whaikai Pokeno	Topi Kihau
Korehe	Te Korako

*Whakaraupō (Port Cooper), 10 August 1849*

Nohomutu	Te One Teuki
Tami Tukutuku	Te Pukenui
Tiemi Kokorau	Topi
Rana Wete	Kairakau
Matiu Kurihia	Tukaha
Hape	Porokori
Te Rua	Apetara Kautuanui
Poharama Ru	Tiakikai
Maru	Tahea

*Koukourarata (Port Levy), 25 September 1849*

Apera Pukenui	Timaru Tiakikai
Kairakau	Waipuhuru
Himiona	Hokokai
Puehu	Te Ao
Kauoma	Te Waipapa
Haimona Kaiparuparu	Hapaikete
Te Warerakau	Pohata
Tamati Pukurau	Rangiaupere
Ipika	Tupeha
Wiremu Parata Te Atawiri	Tamakeke

Poharama Ruru	Te Kapiti
Taoraki	Wi Karaweko
Peneahi Te Pai	Pirimona

*Murihiku (Southland), 17 August 1853*

Teoti Rauparaha	Moihi Hamero
Taiaroa	Reihana
Tipene Pepe	James Rikiriki
Koau	Huriwai
John Wesley Korako	Te Marama
Taheke	Tiare Ru
Kereopa Totoi	Maraitaia
Karetai	Wi Rehu
Tiare Hape	Ihaia Whaitiri
Potiki	Paitu
Tare Wetere Te Kaahu	Kahu Patiti
Akaripa Pohau	Hohaia Poheahea
Horomona Mauhe	Paororo
Matewai Hoani	Irai Tihau
Hoani Korako	Matiaha Kukeke
Riwai Piharo	Pukuhau
John Topi Patuki	Takurua
Paororo	Korako Turinaka
Manihera Tutaki	Huruhuru
Matewai	Tare Te Ao
Matene Manaia	Haimona Pakipaki
Tare Te Au	Wiremu Te Raki
Te Pae	Rawiri Teawha
Makaia	Kaikai
Pokene	Ratimira Tihau Te Au
Whaiti Pirihiira	Tiare Te Au
Timoti White	Pitoko

Inia Te Meihana	Wiremu Rehua
Horomona Pohio	Rota Pikaroro

*Akaroa, 10 December 1856*

Wiremu Karaweko	Raihanian
Hone Taupoki	Hona
Matini Pawiti	Hori Waitutu
Tuauau	Heneri Watene
Tamati Tikao	Marutai
Rangimakere	Henere Te Paro
Te Teira	Raniera
Ropoama	Ekaia
Enoka	Hamuera
Te Wakapiri	Hoani Timaru
Tamati Tipene	Enoka
Hoani Pita Akaroa	Hoani
Eli Tihau	Paora Tangi
Paurini	Horo Papera
Hoani Wetere	Paora Tau
Hakiaha	Hoani Akaroa
John Patterson	Teoti William
Solomon Pohio	

*North Canterbury, 5 February 1857*

Paora Tau	Pita Te Hori
Paora Take	Hoani Timaru
Henere Pereita Tawiri	John Pere
Horomona Haukeke	Hopa Kaukau
Wiremu Te Uki	Kaikoura Whakatau
Hakopa	Arapata Koti
Solomon Pohio	Te Aika
John Patterson	Ihaia Taihoa

Ihaia Tainui	Tukaha
Matiu Hutoi	T Tikao

*Kaikōura, 29 March 1859*

Eruiti	Hoani Timaru
Kaikoura Whakatau	Mu Korapa
Raiania	Renata Te Whiringa
Raihania	Parateni Whiti
Hakuirā	Wiremu Kepa
Ihaia Poieke	Haora
Tioti Wira	Karehoma
Tumaru	Parata
Aperahama	Rawiri Te Kauhariki
Hohepa	Ihau
Arama Karaka	Hakaraia Te Utu
Ihaia Taiawa	Ohaia
Hakopa	Whera

*Arahura (West Coast), 21 May 1860*

Kinihi	Hakiaha Taona
Tarapuhi Te Kaukihi	Wiremu Parata
Kerei	Purua
Mere Te Aowangai	Puaha Te Rangī
Rawiri Mokohuruhuru	Makarini Tohi
Werita Tainui	Arapata Horau
Pako	Riwai Kaihi

*Rakiura (Stewart Island), 29 June 1864*

John Topi	Wiremu Te Rehu
Hoani Timarere	Teoti Tekorihi
Hone Wetere Korako	Hoani Korako
Ihaia Waitiri	Kahupatiti
Tare Weteri Te Kahu	Tioni Wiremu Tohi

Te Koau	Maika Nera
Potiki Solomon Pohio	Matiu Te Rupaierera
Korako Karetai	Huruhuru
Kerei Kahuti	Paitu
Timoti Karetai	Horomona Patu
Rawiri Mamaru	Paororo
Edward King	Rawiri Teawha
Rawiri Temaire	Tauira
Teoti Kerei Taiaroa	Henere Paremata
Haereroa	Hoani Poko
Horomona Mawhe	Teoti Mawhe
Matiu Khipane	

### Schedule 3

#### Modifications of provisions of Public Works Act 1981 applicable to acquisition of settlement property

s 21

1 For the purposes of section 21, the following provisions of Part 2 of the Public Works Act 1981 and of Schedule 3 of that Act do not apply:

- (a) section 23(1)(b)(iv):
- (b) section 23(3):
- (c) sections 24 and 25:
- (d) form B of Schedule 3.

2 For the purposes of section 21, section 23(1)(b) of the Public Works Act 1981 has effect as if, for subparagraphs (ii) and (iii), the following subparagraph were substituted:

- (ii) a statement that the land is to be acquired under section 21 of the Ngāi Tahu Claims Settlement Act 1998; and

3 For the purposes of section 21, section 26 of the Public Works Act 1981 has effect as if, for subsection (1), the following subsection were substituted:

(1) After the expiration of the period of 20 working days specified in the notice served under section 23(1)(c) of this Act, the land intended to be taken must be taken in the following manner:

- (a) a survey plan must be prepared, in duplicate, showing accurately the position and extent of the land proposed to be taken; and
- (b) such plan must be signed by the Surveyor-General as evidence of its accuracy; and
- (c) a duplicate print of the title plan must be prepared; and
- (d) section 32 of this Act applies to paragraphs (a) to (c); and
- (e) the Minister must recommend the Governor-General to issue a Proclamation taking the land.

Schedule 3 clause 3: amended, on 1 June 2002, pursuant to section 69(1) of the Cadastral Survey Act 2002 (2002 No 12).

4 For the purposes of section 21, Schedule 1 of the Public Works Act 1981 has effect as if, for the form set out in that schedule, the following form were substituted:

Notice of intention to take land in [*insert name of city or district*] for the purpose of giving effect to the Ngāi Tahu settlement  
To [*full name*] of [*address*]

1 Take notice that the Minister of Lands proposes to take under the Public Works Act 1981 your interest in the land described in the Schedule of this notice.

2 The land is to be acquired under section 21 of the Ngāi Tahu Claims Settlement Act 1998.

3 A plan of the land intended to be taken is attached.

*[May be deleted if all the land is in a surveyed lot.]*

4 Your interest in the land will not be acquired until at least 20 working days after the service of this notice on you.

#### **Your right to compensation**

5 This notice relates to the taking of your interest in the land and not to your right to compensation. Under the Public Works Act 1981 you are entitled to full compensation for your interest in the land. If this compensation cannot be agreed between you and the Minister of Lands, it can be determined in separate proceedings before the Land Valuation Tribunal.

#### **Warning**

“This notice concerns your rights over the land referred to. If you are in any doubt about its effect, you should obtain legal advice immediately.

Do not delay.

*[Insert name]* Land District

*[Give general description of the land required to be taken, including the postal address or some other readily identifiable description of the place where the land is situated.]*

*[Add legal description of land]*

Dated at *[place, day, month, year]*

*[“Signature”]*  
Minister of Lands”

5 For the purposes of section 21, Form A of Schedule 3 of the Public Works Act 1981 has effect as if,—

- (a) for the words “or *[name of local authority]* for the purpose of *[insert name of public work mentioned in Proclamation or declaration]*”, the words “so that it can be transferred to a Ngāi Tahu recipient pursuant to the Ngāi Tahu settlement” were substituted; and
- (b) for the words “said work”, the words “taking of the land described in Table A below” were substituted; and
- (c) for the words “said land and the construction of the said public work”, the words “land described in Table A below” were substituted.

## Schedule 4

### Commercial properties subject to deferred selection

ss 23, 24, 25, 26

- (a) **Hagley Nurses Home**  
All that land situated in Canterbury Land District, Christchurch City, comprising 6867 square metres, more or less, being Part Reserve 24 (SO 6138). All Certificate of Title 464/210. As shown on Deed Map C7 (SO 19898).
- (b) **Christchurch Court**  
All that land situated in Canterbury Land District, Christchurch City, comprising 9504 square metres, more or less, being Section 1182, Town of Christchurch (SO 9898) and Section 1 (SO 11619). All Certificate of Title 36B/317 and 36A/523. As shown on Deed Map C8 (SO 19899).
- (c) **Isle Street Property**  
All that land situated in Otago Land District, Queenstown Lakes District, comprising—
- (i) 1.0939 hectares, more or less, being Sections 4 and 5, Block LV, and Part Block LV, Town of Queenstown, Part Certificate of Title 8A/953, subject to Lease 413074 (renewal not registered), Lease 904120/2, an unregistered sublease of 413074 and caveat 941700.1. Subject to survey, as shown “A” and “D” on Allocation Plan C270 (SO 24745); and
  - (ii) 430 square metres, approximately, being Part Section 111, Block XX, Shotover Survey District (SO 18225). Part Certificate of Title 9B/769. Subject to survey, as shown “B” on Allocation Plan C270 (SO 24745).
- (d) **Wanaka Plantation**  
All that land situated in Otago Land District, Queenstown Lakes District, comprising—
- (i) 11.6017 hectares, more or less, being Sections 94, 96, 98, 99, 100, 104, and 106, Block XIV, Lower Wanaka Survey District (SO 19918, SO 22161 and SO 22162). Part Certificate of Title 367/52. As shown on Allocation Plan AS237 (SO 24734); and
  - (ii) 52.3761 hectares, more or less, being Part Section 3, Block XIV, Lower Wanaka Survey District (SO 963). Subject to survey, as shown on Allocation Plan AS237 (SO 24734).



## Schedule 5

### Land of The Power Company Limited subject to right of first refusal

s 48

All the land situated in Southland Land District, Invercargill City, comprising—

- (a) 1012 square metres, more or less, being Section 5, Block LXXII, Town of Invercargill. All Certificate of Title B3/1279.
- (b) 1008 square metres, more or less, being Section 1 (SO 12145). All Certificate of Title 11B/514 (surface only).
- (c) 1012 square metres, more or less, being Section 4, Block LXXII, Town of Invercargill. All Certificate of Title 11B/934 (surface only).
- (d) 1015 square metres, more or less, being Section 18 and Part Section 19, Block LXXII, Town of Invercargill. All Certificate of Title 80/221.

**Schedule 6**  
**Leases granted under section 67 of Land Act 1948 on or before 21 November 1997 and administered by**  
**Commissioner of Crown Lands**

<b>Lease name</b>	<b>Location</b>	<b>Term</b>	<b>Area (ha)</b>	<b>Legal description</b>
Henroost G A Young & Co Limited	Gore	5 years 1 July 1997 to 30 June 2002	2003.1900	Run 597, Blocks II, III, V and VI, Eyre Survey District (Southland Registry).
Cairnmuir Special Lease N B Ford	Cromwell	33 years 1 July 1994 to 30 June 2027	2320.8300	Sections 1 and 3, SO 24276 (Otago Registry).
Walter Peak J L and G R Hargest	Queenstown	30 years 1 July 1968 to 30 June 1998	25248.0000	Run 631 Mavora, Eyre North, Blackhill and Eyreside Survey Districts. Certificate of Title A3/1053 (Southland Registry).
Ben Lomond Ben Lomond Station Ltd	Queenstown	33 years 1 January 1976 to 31 December 2008	13245.5700	Part Run 794, Mid Wakatipu and Shotover Survey Districts, Run 795 Skippers Creek, Glenorchy, Mid Wakatipu and Shotover Survey Districts, Section 79, Part Section 46 and Crown Land adjacent Sections 54, 56, 57, 121 and 132, Run 794, Block XIX, Shotover Survey District and Section 26, Block VII, Mid Wakatipu Survey District (Otago Registry).
Remarkables D S and J F Jardine and Others	Queenstown	21 years 1 July 1986 to 30 June 2007	274.8300	Sections 6 and 7 Block V, Coneburn Survey District (Otago Registry).
The Branches A L and L C Borrell	Queenstown	21 years 1 July 1987 to 30 June 2008	11206.0000	Part Runs 458 and 749, Skippers Creek, Earnslaw, Cascade, Motatapu,

s 50(i)(ii)

Lease name Lessee name	Location	Term	Area (ha)	Legal description
The Branches A L and L C Borrell	Queenstown	14 years 1 July 1984 to 30 June 1998	2.7200	Polnoon and Matukituki Survey Districts, Certificate of Title 12B/135 (Otago Registry). Section 8, Block XI, Shotover Survey District (Otago Registry).
Woodbank M J Atkinson	Hammer Springs	33 years 1 July 1992 to 30 June 2025	1276.0000	Rural Sections 40899 and 40900, Blocks II, III, IV, VI and VII, Tekoa Survey District (Canterbury Registry).
Tinline Downs W R and A Dixon	Waiau	14 years 1 July 1994 to 30 June 2008	496.5000	Part of Part Run 279 and Part Section 126, Square 80, Amuri, situated in Blocks XIII and XIV, Terako Survey District and Blocks I and II, Waiau Survey District (Canterbury Registry).
Erewhon Park R M Cotton	Upper Rangitata	33 years 1 January 1997 to 31 December 2029	32.6700	Rural Sections 41595, 41596 and 41597, Block XV, Clyde Survey District and Block II, Potts Survey District (Canterbury Registry).

## Schedule 7

ss 120, 121, 123, 124, 125, 126, 127, 131,  
132, 133, 137, 138, 140, 141, 142, 143,  
147, 148, 149, 150, 151, 152, 153, 154,  
155, 156, 157, 158, 159, 160, 161, 201

### Part A Land vested in Te Rūnanga o Ngāi Tahu in fee simple

Land	Description	Encumbrances
Greenpark Huts	All that land situated in Canterbury Land District, Selwyn District, comprising 1.6491 hectares, more or less, being Parts Reserve 959 (SO 6526) situated in Block XIV, Halswell Survey District. Subject to survey, as shown on Allocation Plan MS 256 (SO 19872).	Subject to 32 existing licences to occupy.
Huriawa	All that land situated in Otago Land District, Dunedin City, comprising— (a) 6.6166 hectares, more or less, being Part Section 1, Block XXIV, Town of Waikouaiti (SO 14978). Part <i>Gazette</i> Notice 601707. Subject to survey, as shown on Allocation Plan MS 31 (SO 24690); (b) an undefined area, being Part Section 2, Block XXIV, Town of Waikouaiti (SO 14978) excluding the area hatched black, being land to be declared road. Part <i>Gazette</i> Notice 601707. Subject to survey, as shown on Allocation Plan MS 31 (SO 24690).	Subject to protected Private Land Agreement in form set out in attachment 11.20 of the deed of settlement. Registered as an archaeological site by the Historic Places Trust and classified as a Pā Site—Register number 5673.
Māpoutahi	All that land situated in Otago Land District, Dunedin City, comprising 1.6187 hectares, more or less, being Part Sections 57A and 1340R, Block IV, North Harbour and Blueskin Survey District	Subject to protected Private Land Agreement in form set out in attachment 11.20 of the deed of settlement.

Land	Description	Encumbrances
Matariki	<p>(SO 1270 and 10665). Part <i>Gazette</i> Notice 526541. Subject to survey, as shown on Allocation Plan MS 32 (SO 24701).</p> <p>All that land situated in Southland Land District, Southland District, comprising an undefined area being Matariki Island and Islet (off Cosy Nook). Subject to survey, as shown on Allocation Plan A 194 (SO 12239).</p>	<p>Registered as an archaeological site by the Historic Places Trust and classified as a Pā Site—Register number 5678.</p> <p>None.</p>
Motutapu	<p>All that land situated in Westland Land District, Grey District, comprising 5 hectares, approximately, being Part Bed of Grey River (Motutapu Island). Subject to survey, as shown on Allocation Plan MS 18 (SO 12504).</p>	<p>Subject to easement for water pipe, and well if required, to be created in favour of Grey District Council on vesting, in form annexed as attachment 11.6A of the deed of settlement.</p>
Moturata (Taieri Island)	<p>All that land situated in Otago Land District, Clutha District, comprising an undefined area being Part Section 10, Block XXIV, Waihola Survey District. Part <i>Gazette</i> Notice 527100. Subject to survey, as shown on Allocation Plan MS 244 (SO 24689).</p>	<p>Subject to protected Private Land Agreement in form set out in attachment 11.20 of the deed of settlement.</p>
Ōkeina (Okains Bay)	<p>All that land situated in Canterbury Land District, Banks Peninsula District, comprising 21.6848 hectares, more or less, being Reserves 3734, 4440 and 5044 (SO 9731), Rural Section 41018 (SO 14853), and Section 1, SO 17388. Part <i>Gazette</i> 1991, page 760. As shown on Allocation Plan MS 257 (SO 19873).</p>	<p>Subject to licence to graze dated 23 July 1997 in favour of Murray Thacker.</p> <p>Subject to licence to graze dated 23 July 1997 in favour of B R Harris and J P Harris.</p>
Sinclair Wetlands	<p>All that land situated in Otago Land District, Clutha District, comprising 258.8471 hectares, more or less, being Sections 2, 3, 4, 5 and Part Sections 1 and 6, Block XVI and Sections 1, 2, 3, 4, 6 and 8, Block XXIII, Waihola Survey District, (SO 65, 78, 1742 and 8342). Part Certificate of Title 428/22 subject to Covenant registered as Document 651066. As shown marked “B” on Allocation Plan A 500 (SO 24691).</p>	<p>Subject to assumption of all of the obligations of the Crown under an unregistered agreement dated 13 July 1985 between Horace Alexander Sinclair and Ducks Unlimited (NZ) Incorporated (subsequently assigned to the Crown pursuant to an</p>

222	Land	Description	Encumbrances
	South Bay – Kaikōura	All that land situated in Marlborough Land District, Kaikoura District, comprising 6.1400 hectares, more or less, being Lot 4, DP 6280. Part Transfer 131636.10. As shown on Allocation Plan A 106 (SO 7322).	Agreement for Sale and Purchase between Ducks Unlimited (NZ) Incorporated and Peter Austin Gowing (as Agent for the Crown) (with the exception of the obligation to provide institutional care described in clause 6 of that agreement).
	South Bay/Kaikōura Peninsula	All that land situated in Marlborough Land District, Kaikoura District, comprising 14.4338 hectares, more or less, being Part Section 275, Kaikoura Suburban District (SO 303). Section 15, Reserves and Crown Lands Disposal and Enabling Act 1896. Subject to survey, as shown on Allocation Plan A 107 (SO 7308).	Subject to the Deed of Exchange dated 20 December 1982 between Melville Arthur Syme of Kaikōura, Farmer, Errol Lawson Little of Christchurch, Company Director, Peter Warwick Cook Prosser of Rangiora, Chartered Accountant, David Osborne Crerar of Rangiora, Solicitor as Trustees for the Melville Syme Family Trust, and Ian Balfour Mitchell, Commissioner of Crown Lands for the Land District of Marlborough, acting for and on behalf of Her Majesty the Queen.
	Tarema (Howells Point)	All that land situated in Southland Land District, Southland District, comprising 57.5058 hectares, more or less, being Section 75, Block I, Jacobs River Hundred (SO 374) and Sections 20, 31, 32 and 33, Block II, Jacobs River Hundred (SO 372 and 5849). Part <i>Gazette</i> 1966, page 1468 and all <i>Gazette</i> 1968, page 1835. As shown on Allocation Plan A 193 (SO 12238).	Subject to protected Private Land Agreement in form set out in attachment 11.20 of the deed of settlement.
			Subject to grant of Transmission Line easement in favour of PowerNet Limited to convey electricity through 2 underground service cables, in a form reasonably satisfactory to both Te Rūnanga o Ngāi Tahu and PowerNet Limited.

Land	Description	Encumbrances
Te Parinui o Whiti	All that land situated in Marlborough Land District, Marlborough District, comprising an undefined area being Crown Land, Block III, Clifford Bay Survey District. Subject to survey, as shown on Allocation Plan MS 7 (SO 7304).	Subject to covenants to protect the conservation values and any rare plants on the site and public access covenant along coastal strip in the form set out in attachment 11.2A of the deed of settlement.
Te Waiomākua	All that land situated in Canterbury Land District, Banks Peninsula District, comprising 21 hectares approximately, being Part Reserve 682 (SO 4448), Part Canterbury <i>Gazette</i> 1867, page 4. Subject to survey, as shown on Allocation Plan MS 254 (SO 19870).	Subject to grazing licence dated 14 January 1992, originally to Grant Robertson, renewed in the name of Herbert Clifford Vanstone.
The Point – Kaikōura	All that land situated in Marlborough Land District, Kaikoura District, comprising 1.2754 hectares, more or less, being Lot 5, DP 6280. Part Transfer 131636.9. As shown on Allocation Plan A 494 (SO 7326).	Subject to the Deed of Exchange, dated 20 December 1982 between Melville Arthur Syme of Kaikōura, Farmer, Errol Lawson Little of Christchurch, Company Director, Peter Warwick Cook Prosser of Rangiora, Chartered Accountant, David Osborne Crerar of Rangiora, Solicitor as Trustees for the Melville Syme Family Trust, and Ian Balfour Mitchell, Commissioner of Crown Lands for the Land District of Marlborough, acting for and on behalf of Her Majesty the Queen.
Tuku Tuku Iwi	All that land situated in Marlborough Land District, Kaikoura District, comprising 134.7603 hectares, more or less, being Section 5, Block III, Hundalee Survey District (SO 487). All <i>Gazette</i> 1986, page 1499. As shown on Allocation Plan MS 102 (SO 7319).	None.
Whakamātakiuru (Ellesmere Landing)	All that land situated in Canterbury Land District, Selwyn District, comprising 2 hectares, approximately, being Part Taumutu Māori Reserve 806 (SO 4591). Part Canterbury <i>Gazette</i> 1867, page 201.	Subject to Memoranda of Lease for the present occupiers of Whakamātakiuru (Ellesmere Landing) in the form set out in attachment 11.13 of the deed of settlement.

<b>Land</b>	<b>Encumbrances</b>
224	Subject to survey (including internal boundaries), as shown on Allocation Plan A 196 (SO 19862).

## Part B Land vested in Te Rūnanga o Ngāi Tahu subject to Reserves Act 1977

<b>Reserve</b>	<b>Description</b>	<b>Conditions and restrictions on administration of reserve to which vesting is subject</b>
Kahutara	All that land situated in Marlborough Land District, Kaikoura District, comprising— <ol style="list-style-type: none"> <li>(a) 13.2894 hectares, more or less, being Section 44, Block IX, Mt Fyffe Survey District (SO 5541) and Sections 38, 47 and Part Section 39, Block IX, Mt Fyffe Survey District (SO 4261 and 3912). All <i>Gazette</i> 1982, page 335 and Part <i>Gazette</i> 1982, page 661, respectively;</li> <li>(b) 5.5954 hectares, more or less, being Part Section 37, Block IX, Mt Fyffe Survey District (SO 4261). Part <i>Gazette</i> 1982, page 661;</li> <li>(c) 11.0016 hectares, more or less, being Parts Section 37, Block IX, Mt Fyffe Survey District (SO 4261). Part <i>Gazette</i> 1982, page 661;</li> <li>(d) 9.8310 hectares, more or less, being Section 36, Block IX, Mt Fyffe Survey District (SO 4261). Part <i>Gazette</i> 1982, page 661.</li> </ol> Subject to survey, as shown on Allocation Plans MS 28/1, 28/2, 28/3, 28/4 and 28/5 (SO 7314, 7315, 7305, 7306 and 7316).	Subject to grazing licence dated 27 November 1995 between the Minister of Conservation and Karl Robert Townsend over Part Section 37 and Part Section 36. Subject to camping ground lease over parts (a), (b) and (c) for 5 years (plus 2 terms of renewal) from 11 October 1996 to R G Smithson and L Prenderville for 7.5 hectares of Section 38 and parts of Part 37, 47 and 39. Subject to right by New Zealand Transport Agency to use road spoil dumping site on section 44.



**Conditions and restrictions on administration of reserve to which vesting is subject**

Reserve	Description
Kāiaki	<p>All that land situated in Otago Land District, Dunedin City, comprising—</p> <p>(a) an undefined area, being Section 45 and Part Section 51, Block II, Moeraki Survey District (SO 1112 and 21285). Balance <i>Gazette</i> Notice 661384, subject to lease registered as Document 480078;</p> <p>(b) an undefined area, being Parts Section 55, Block II, Moeraki Survey District (SO 21358). Part <i>Gazette</i> Notice 779247/2;</p> <p>(c) an undefined area, being Section 2 and Part Section 3, (SO 23358). Part <i>Gazette</i> Notice 790001/2.</p> <p>Subject to survey, as shown on Allocation Plan MS 24 (SO 24700).</p>

Subject to existing lease to Jones (and successors) dated 5 May 1977.

Subject to the condition that P R Jones and J A Jones, their successors, servants, tenants, agents, workmen, sublessees, licensees, and invitees have the full, free, uninterrupted, and unrestricted right, liberty, and privilege from time to time and at all times by day and by night to go, pass, and repass, with or without horses and domestic animals of any kind and with, or without, carriages, vehicles, motor vehicles, machinery, and implements of any kind over and along the existing track as shown by a dotted line on Allocation Plan MS 24 (SO 24700), for so long as the Jones have a lease over the reserve, provided that persons accompanied by dogs are excluded from the right of access.

Subject to sewage easement dated 14 December 1996 in favour of Jones (and successors and sublessees).

Subject to the condition that officers of the Department of Conservation and persons authorised by them have the full, free, uninterrupted, and unrestricted right, liberty, and privilege from time to time and at all times by day and by night to go, pass, and repass, with or without motor vehicles, machinery and imple-

Reserve	Description	Conditions and restrictions on administration of reserve to which vesting is subject
Kopuwai	<p>All that land situated in Otago Land District, Central Otago District, comprising—</p> <p>(a) 2.2210 hectares, more or less, being Section 68, Block II, Cairn-hill Survey District. All Special Lease 10A/399;</p> <p>(b) an undefined area being Part Section 2, SO 24511. Part Pastoral Lease 386/69.</p>	<p>ments of any kind as shown by a dotted line on Allocation Plan MS 24 (SO 24700) for the purpose of management of wildlife on the land or on any adjoining land administered by the Department.</p> <p>Subject to continuing public access to the wildlife reserve adjacent to the reserve over and along the existing track, as shown by a dotted line on Allocation Plan MS 24 (SO 24700).</p>
Maranuku	<p>Subject to survey, as shown on Allocation Plan MS 6 (SO 24698).</p> <p>All that land situated in Otago Land District, Clutha District, comprising—</p> <p>(a) 21.8000 hectares, more or less, being Section 3, SO 22413. Part Proclamation 2276;</p> <p>(b) 26.8000 hectares, more or less, being Section 2, SO 22413. Part Proclamation 2276.</p>	<p>Subject to existing BCL lease.</p> <p>Part (b) subject to the obligation on the Commissioner of Crown Lands to grant a grazing permit over the area, if surrendered, pursuant to an agreement dated 22 March 1996 between the Crown and the lessees of the Earnscleugh station.</p>
Maerewhenua	<p>Subject to survey, as shown on Allocation Plan A 190 (SO 24693).</p> <p>All that land situated in Otago Land District, Waitaki District, comprising 7786 square metres, more or less, being Section 72, Block III, Maer-</p>	None.

Reserve	Description	Conditions and restrictions on administration of reserve to which vesting is subject
Moeraki Lake site	<p>ewhenua Survey District (SO 21225). All <i>Gazette</i> Notice 549762. As shown on Allocation Plan MS 15 (SO 24680).</p> <p>All that land situated in Westland Land District, Westland District, comprising 4.6 hectares, approximately, being Part Section 2, SO 11969. Part <i>Gazette</i> 1993, page 1394. Subject to survey, as shown on Allocation Plan A 204 (SO 12493).</p>	<p>Subject to an existing licence to occupy (numbered 40.029) entered into pursuant to section 17(1)(f) of the Conservation Act 1987 on 22 June 1995 over a bach site on the Moeraki Lake site:</p> <p>Subject to Te Rūnanga o Ngāi Tahu granting, on vesting of reserve,—</p> <p>(i) an easement granting a right of way over the Moeraki Lake site in favour of Gerard David McSweeney and Anne Saunders in the form set out in attachment 11.31C of the deed of settlement:</p> <p>(ii) an easement to take, convey and lead water over and along the Moeraki Lake site in favour of Gerard David McSweeney and Anne Saunders in the form set out in attachment 11.31C of the deed of settlement:</p> <p>(iii) an easement to convey electricity by means of cables over and along the Moeraki Lake site in favour of Gerard David McSweeney and Anne Saunders in the form set out in attachment 11.31C of the deed of settlement:</p>

Reserve	Description	Conditions and restrictions on administration of reserve to which vesting is subject
Ōaro	All that land situated in Marlborough Land District, Kaikoura District, comprising 31.5472 hectares, more or less, being Sections 20, 21, 22, 23 and 24, Block XVIII, Hundalee Survey District (SO 4277). Part <i>Gazette</i> 1982, page 1177. As shown on Allocation Plan MS 108 (SO 7323).	(iv) an easement granting a right of way over the Moeraki Lake site in favour of Arthur John Gillman and Allen Mark Chin in the form set out in attachment 11.31D of the deed of settlement.  Subject to grazing licence dated 5 June 1996 between the Minister of Conservation and Murray Tovey and Rene Agnes Tovey over that part of the Ōaro Site described in the grazing licence as ten hectares, more or less, being Part Section 21 and Section 22, Hundalee Survey District, as outlined in red on the plan attached to the grazing licence.
Ōnawe Pā	All that land situated in Canterbury Land District, Banks Peninsula District, comprising 28,4051 hectares, more or less, being Rural Sections 728, 26442 (SO 4404) and 42007 (SO 16213). All Certificate of Title 23B/888, together with a drainage easement by Conveyance (Deed 141D/818) and a grant of water rights by Transfer 229735; and all <i>Gaz-</i>	Subject to right of New Zealand Transport Agency to use road spoil dumping site on reserve.  Subject to power line easement in favour of R J Taylor and C M Webb, approved under section 17Q, Conservation Act 1987 on 14 June 1987, and obligation to execute Deed of Easement for registration under Land Transfer Act 1952.

**Conditions and restrictions on administration of reserve to which vesting is subject**

Reserve	Description	Conditions and restrictions on administration of reserve to which vesting is subject
Ōmihi/Goose Bay	<p><i>ette</i> Notice 541973/1), respectively. As shown on Allocation Plan MS 26 (SO 19833).</p> <p>All the land situated in Marlborough Land District, Kaikoura District, comprising—</p> <p>(a) 6.0685 hectares, more or less, being Sections 8, 9, 14, 15, 16 and 17, Block X, Sections 4, 10 and 11, Block XI and Part Section 11, Block XV, Hundalee Survey District (SO 1466, 4277, 5871 and 6117). Part <i>Gazette</i> 1984, page 5468:</p> <p>(b) 70 square metres, more or less, being Section 1, (SO 6954). All Certificate of Title 4D/1306:</p> <p>(c) 4210 square metres, more or less, being Section 19, Block XI, Hundalee Survey District.</p> <p>As shown on Allocation Plans MS 27/1, MS 27/2, and MS 27/3 (SO 7312, 7330 and 7339).</p>	<p>Subject to camping ground leases (excluding part of Section 15, Block X, Hundalee Survey District) to Kaikoura Coastal Campgrounds Ltd (I and D J Clengan) for 5 years (plus a right of renewal for 2 further 5-year terms) from 15 November 1996, for the Goose Bay Camp-ground, the coastal campgrounds, and the day use areas.</p> <p>Subject to the condition that public access to the coastline through Section 8, Block X and Part Section 11, Block XV, Hundalee Survey District, and to the existing boat ramp is available free of charge.</p>
Ōtūkoro	<p>All that land situated in Nelson Land District, Buller District, comprising 15.5200 hectares, more or less, being Section 1, SO 15229. Part <i>Gazette</i> 1995, page 2242. As shown on Allocation Plan MS 13 (SO 15492).</p>	<p>None.</p>
Part A: Kawarau Gorge	<p>All that land situated in Otago Land District, Queenstown Lakes District, comprising an undefined area, being Part Crown Land adjoining Part Run 726 and the Kawarau River, Block VI, Kawarau Survey District. Subject to survey, as shown, marked “A” on Allocation Plan MS 11 (SO 24687).</p>	<p>Subject to the condition that public access to the reserve is available as if it were a marginal strip.</p>
Part B: Kawarau Gorge	<p>All that land situated in Otago Land District, Central Otago District, comprising an undefined portion of legal but unformed road adjoining</p>	

Reserve	Description	Conditions and restrictions on administration of reserve to which vesting is subject
Takiroa	<p>Part Section 51 and the Kawarau River Block II, Cromwell Survey District. Subject to survey, as shown, marked “B” on Allocation Plan MS 11 (SO 24687).</p> <p>All that land situated in Otago Land District, Waitaki District, comprising 905 square metres, more or less, being Section 116A, Otekaieke Settlement, situated in Block V, Maerewhenua Survey District (SO 18601). All Certificate of Title 8A/855 and all <i>Gazette</i> Notice 552413, exclusive of such mines and minerals as were not taken by Transfer 515665/5 and together with a right of way created by Transfer 568329. As shown on Allocation Plan MS 16 (SO 24688).</p>	Subject to existing access easement for farmer.
Waipapa Point	All that land situated in Marlborough Land District, Kaikoura District, comprising 15.7757 hectares, more or less, being Sections 5 and 33, Block XIV, Puhi Puhi Survey District and Part Mangamaunu Section 1B of 2 and Part Mangamaunu Section 1C of 2 (SO 4249 and 4279 and ML 835). Part <i>Gazette</i> 1981, page 2585. Subject to survey, as shown on Allocation Plan A 103 (SO 7307).	Subject to lease of caravan park to A D Craven and H Campbell.
Wairewa	<p>All that land situated in Canterbury Land District, Banks Peninsula District, comprising—</p> <p>(a) an undefined area, being Section 38, Kinloch Settlement (SO 15088), Rural Section 35040 (SO 4357), Part Reserve 3730 (SO 4357) and legal road adjoining Sections 37 and 38, Kinloch Settlement, Rural Section 35040, Part Reserve 3730 and Lake Forsyth. All <i>Gazette</i> 1984, page 4151:</p> <p>(b) an undefined area, being Rural Section 39988 (SO 11657) and legal road adjoining Rural Section 39988 and Section 40, Kinloch Settlement. All <i>Gazette</i> 1971, page 2565.</p>	Subject to grazing licence dated 4 May 1992 in favour of P L Higinbottom.

<b>Reserve</b>	<b>Description</b>	<b>Conditions and restrictions on administration of reserve to which vesting is subject</b>
Both subject to survey, as shown on Allocation Plan MS 511 (SO 19893).	Schedule 7 Part B: amended, on 1 August 2008, by section 50(1) of the Land Transport Management Amendment Act 2008 (2008 No 47).	Schedule 7 Part B: amended, on 1 August 2008, pursuant to clause 28(2) of Schedule 2 of the Land Transport Management Amendment Act 2008 (2008 No 47).

### Part C

#### Lease of Te Waihora sites

<b>Land</b>	<b>Description</b>
Pakoau	All that land situated in Canterbury Land District, Selwyn District, comprising 2 hectares, approximately, being Part Section 1, Block X, Reserve 959 (SO 3188) adjoining Johnstons Road. Part Certificate of Title 25A/471. Subject to survey, as shown on Allocation Plan MS 253 (SO 19869).
Waikirikiri	All that land situated in Canterbury Land District, Selwyn District, comprising 2 hectares, approximately, being Part Section 18, Block X, Reserve 959 (SO 3185). Part Certificate of Title 25A/204. Subject to survey, as shown on Allocation Plan MS 255 (SO 19871).

**Schedule 8**  
**Attachment 11.7 of deed of settlement**  
**Restrictions, terms, and conditions on which Banks Peninsula**  
**District Council is to manage and control Ōkeina (Okains Bay)**

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- Banks Peninsula District Council may continue to delegate all powers and obligations of control and management to a committee of the Council.
- Te Rūnanga to be invited to appoint a member to that committee or any body substituted for that committee.
- Council to have power to erect new structures and improvements (also to be vested in the Council, to be held in trust for the benefit of the Ōkeina (Okains Bay) Community) and to move structures and improvements owned by the Council to a different location on the land, after consulting Te Rūnanga and having particular regard to its views.
- Council to have the sole right to charge for the use of facilities and to manage expenditure and revenue for the benefit of Ōkeina (Okains Bay) and the structures and improvements on the land.
- Council to exempt the land from rates for so long as it is controlled and managed as if it were a recreation reserve.
- Public access to and all activities on reserve to be regulated by the Council in accordance with the Reserves Act 1977.
- Te Rūnanga is always to have free access to Tini Ara Pata (which the Council has agreed may be vested in Te Rūnanga).



## Schedule 9

### Description of reserves in respect of which name or purpose changed

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Reserve	Description
Bluff Hill Scenic Reserve	All that land situated in Southland Land District, Invercargill City, comprising 150.4700 hectares, more or less, being Sections 2, 25 and 40, Block I, Campbelltown Hundred (SO 368 and 6540), Lot 37 DP 15, Lot 3 DP 3368 and Parts Lot 5 Deeds Plan 55. All Certificates of Title B4/1268, 149/40 subject to the right to construct and maintain water races, etc, 10/249 and 31/60 created by Transfer 71376. As shown on Allocation Plan MS 8 (SO 12233).
Castle Hill Conservation Area	All that land situated in Canterbury Land District, Selwyn District, comprising 54.0496 hectares, more or less, being Rural Section 40839, Rural Section 40840 (SO 15192) and Lot 2 DP 43207. Part comprised in all Certificate of Title 23B/918, subject to right to convey created by Deed of Grant 23B/921. As shown on Allocation Plan MS 14 (SO 19832).
Maungaatua Scenic Reserve	All that land situated in Otago Land District, Dunedin City, comprising 1261.4432 hectares, more or less, being— <ul style="list-style-type: none"> <li>(a) Sections 31, 49, 50, 51 and 55, Block I, Maungatua Survey District (SO 5659). All Transfer 800407/2;</li> <li>(b) Part Section 22 and Sections 32 and 33, Block XI, Sections 14, 16, 17, 18 and 24, Block XIV, Maungatua Survey District (SO 1087, 1094, 17972, 17973, 21796) and Lot 1 DP 17720. Balance <i>Gazette</i> Notice 676588/1;</li> <li>(c) Section 1, Block VIII, Sections 10 and 34, Block XI, Section 11, Block XIV, Maungatua Survey District (SO 1079, 5662, 19705). All Transfer 869451/4, subject to a building line restriction imposed by Memorandum of Acceptance X15468;</li> <li>(d) Section 2, Block VIII, Maungatua Survey District (SO 1079). All <i>Gazette</i> Notice 676586/3;</li> <li>(e) Part Section 3, Block VIII, Maungatua Survey District (SO 1079). Balance <i>Gazette</i> Notice 814058;</li> <li>(f) Section 23, Block XIV, Maungatua Survey District (SO 21840). All <i>Gazette</i> Notice 728471;</li> <li>(g) Lot 1 DP 18686. Part <i>Gazette</i> Notice 733335/2;</li> <li>(h) Lot 1 DP 20529. All <i>Gazette</i> Notice 733335/1;</li> </ul>

Reserve	Description
234	<p>(i) Lot 1 DP 20530. All Transfer 748308/3, subject to Resolution 447888 and fencing provision 449952/4:</p> <p>(j) Section 15, Block XIV, Maungatua Survey District (SO 1094).</p> <p>As shown on Allocation Plan MS 23 (SO 24679).</p>
Ōmihi/Goose Bay Scenic Reserve	<p>All that land situated in Marlborough Land District, Kaikoura District, comprising 92.6900 hectares, more or less, being Sections 1 and 18, Block X, and Section 10, Block XV, Hundalee Survey District. Part <i>Gazette</i> 1984, page 5468. As shown on Allocation Plan MS 487 (SO 7325).</p>
Shag Point Recreation Reserve	<p>All that land situated in Otago Land District, Waitaki District, comprising—</p> <p>(a) 46.6439 hectares, more or less, being Section 101, Part Section 98 and Parts Section 100, Block III, Moeraki Survey District (SO 19836). All Certificate of Title 17D/65. Subject to a building line restriction contained in Special Order 307694 and to a Right of Way easement created by Transfer 936548.33:</p> <p>(b) 809 square metres, more or less, being Section 83, Block III, Moeraki Survey District (SO 11987). All Certificate of Title 16D/313:</p> <p>(c) 4.4919 hectares, more or less, being Sections 5 and 6, SO 23992. Part Certificate of Title 18C/122.</p> <p>All subject to survey, as shown on Allocation Plan MS 9 (SO 24686).</p>
Wilsheer Bay Scenic Reserve	<p>All that land situated in Otago Land District, Clutha District, comprising—</p> <p>(a) 26.8000 hectares, more or less, being Section 2, SO 22413. Part Proclamation 2276:</p> <p>(b) 21.8000 hectares, more or less, being Section 3, SO 22413. Part Proclamation 2276.</p> <p>All subject to survey, as shown on Allocation Plan A 190 (SO 24693).</p>

## Schedule 10 Legal description of lake beds

ss 167, 168, 171, 174, 183, 184, 185, 189,  
191, 193, 197

Name	Legal description	Existing lawful commercial uses affecting lake bed	Existing structures in or upon lake bed	Encumbrances
Lake Mahināpua	All that land situated in Westland Land District, Westland District, comprising 400 hectares approximately, being Part Section 2, SO 12011. Subject to survey as shown on Allocation Plan MS 19 (SO 12505).	Use of paddle steamer by Scenic Waterway in river with possible effect on lake bed from churning of water. Jetty and buoys may be used by yacht club from time to time for commercial purposes.	Jetty, buoys.	None.
Muriwai (Coopers Lagoon)	All that land situated in Canterbury Land District, Selwyn District, comprising 85 hectares, approximately, being Part Rural Section 39775 (SO 11298), Part <i>Gazette</i> 1985, page 4926. Subject to survey, as shown on Allocation Plan MS 219 (SO 19866).	None.	Fences, bridge, gate, culvert, pipes, poles, drains.	Subject to grazing licence dated 23 August 1994 to David John and Alison Kaye Winchester. Subject to easement in favour of Selwyn District Council in form as set out in attachment 11.38 of the deed of settlement.
Te Waihora (Lake Ellesmere)	All that land situated in Canterbury Land District, Selwyn and	None.	Hut, storage shed, water tanks and eel holding tanks, jetty, fencing, tide	Subject to grazing licence dated 20 April 1995 to

Name	Legal description	Existing lawful commercial uses affecting lake bed	Existing structures in or upon lake bed	Encumbrances
	Banks Peninsula Districts, comprising all that land described as the bed of Te Waihora (Lake Ellesmere), being Parts Reserve 959 (BM 276, SO 8677, 8678 and 1323), Part Reserve 4385 (SO 6979), Section 16, Block VII, Reserve 959 (SO 1323) and Section 10 Block VIII, Reserve 959 (SO 13224), but excluding Greenpark Sands, being the area shown hatched on Allocation Plan MS 33/4 (SO 19835). Subject to survey, as shown in Allocation Plan MS 33/1 to 33/5 (SO 19835).		gauges, posts, stakes, wharf piles, coloured marker poles and posts, channel markers, sign posts.	D N and N L Thomas. Subject to a proposed easement of Right of Way, right for a Machine Park and right to an Excavation Area, as shown on Allocation Plan MS 33/5 (SO 19835).

## Schedule 11

### Conservation administered areas subject to joint management plan for Te Waihora (Lake Ellesmere)

s 177

Department of Conservation reference No	Area (hectares)	Block and Survey District	Description	Name and comment
M37/1	4.0468	VII Southbridge	Reserve 2542	Gravel Reserve.
M36/192	101.1714	III, VII Southbridge	Section 1	Lakeside Wildlife Management Reserve, excluding area to be leased to Te Rūnanga o Ngāi Tahu pursuant to clause 11.9 of the deed of settlement.
M36/194	2.4281	III Southbridge	Part Reserve 2951	Landing Reserve.
M36/503	0.5000	III Southbridge	Crown Land, SO 17138	Conservation Area.
M36/502	2.5000	III Southbridge	Part Reserve 959, SO 17138	Conservation Area.
M36/190	231.8848	II, III Southbridge	Reserve 5121	Harts Creek Wildlife Management Reserve.
M36/500	10.1171	XV Leeston	Section 49, SO 17138	Conservation Area.
M36/471	87.7231	XV Leeston	Lots 1 and 2, DP 23120, Section 12	Williams Wildlife Management Reserve.
M36/470	77.4972	XI, XII, XV, XVI Leeston	Lot 1, DP 10043	Wards Wildlife Management Reserve.
M36/188	1.9000	XVI Leeston	Part Reserve 4100	Conservation Area.
M36/187	1.1000	XVI Leeston	Part Reserves 4100 and 959	Adjoining Lower Selwyn Huts, Conservation Area.
M36/473	0.9531	XVI Leeston	Part Reserve 4100	Lower Selwyn Huts.

Department of Conservation reference No	Area (hectares)	Block and Survey District	Description	Name and comment
M36/186	169.8308	XII, XVI Leeston	Section 18	Part Selwyn Wildlife Management Reserve, excluding area to be leased to Te Rūnanga o Ngāi Tahu under clause 11.9 of the deed of settlement.
M36/507	0.6000	XII Leeston	Crown Land	Conservation area.
M36/183	286.0000	IX, XIII Halswell, XII, XVI Leeston	Section 50	Yarrr Flat Wildlife Management Reserve.
M36/181	18266.8500	Ellesmere, Halswell, Leeston, Southbridge	Reserve 4385 and Part Reserve 959	Excluding Te Waihora, the Selwyn Delta, and Ahuriri-Te Waihora, but including the Greenpark Sands.
M36/148	10.0000	XV Halswell	Crown Land	Part McQueens Lagoon Conservation Area.
M36/149	10.5000	XV Halswell	Crown Land	Part McQueens Lagoon Conservation Area.
M36/159	10.5000	III Ellesmere	Crown Land	Motukarara–Little River former railway, Conservation Area.
M36/160	2.0234	VII Ellesmere	Section 15	Former railway, quarry, Kaituna Conservation Area.
M36/163	3.0351	III Ellesmere	Reserve 2594	Conservation Area adjacent to Kaituna Lagoon.
M36/169	12.1000	III Ellesmere	Crown Land	Former railway, Conservation Area.
M36/170	9.5000	III, IV Ellesmere	Crown Land	Former railway, Conservation Area.
M36/171	10.8000	IV Ellesmere	Crown Land	Former railway, Conservation Area.

<b>Department of Conservation reference No</b>	<b>Area (hectares)</b>	<b>Block and Survey District</b>	<b>Description</b>	<b>Name and comment</b>
M36/486	60.7028	II, IV Ellesmere	Reserve 682	Kaitorete, Timber Depot and Landing Area, Reserve, including land to be vested pursuant to clause 11.2.5 of the deed of settlement.
M37/10	80.6639	V Ellesmere	Reserve 683	Waihora Scientific Reserve.

**Schedule 12**  
**Clauses 11.6.19 to 11.6.23 of deed of settlement**  
**Joint Management Plan for Te Waihora (Lake Ellesmere)**

ss 181, 182

**11.6.19 Process for preparation of Joint Management Plan**

Te Rūnanga and the Crown agree that a Joint Management Plan in respect of the areas described in *clause 11.6.15* will be prepared and approved pursuant to the following process and with the following purposes:

- (a) the purposes of the Joint Management Plan will be to establish detailed objectives:
  - (i) for the integrated management of natural and historic resources within the areas covered by the plan for Mahinga Kai and conservation purposes and for the purposes for which the areas described in *clauses 11.6.15(b)* and *(c)* are held, including recreation purposes (where appropriate) to the extent, with respect to the areas described in *clauses 11.6.15(b)* and *(c)*, that Mahinga Kai purposes are consistent with the purposes for which that land is held;
  - (ii) where this can be accommodated consistent with *clause 11.6.19(a)(i)*, for the management of the areas covered by the plan for tourism purposes;
  - (iii) where this can be accommodated consistent with *clause 11.6.19(a)(i)*, to recognise the national and international significance of Te Waihora; and
  - (iv) to identify any adverse effects of public access or recreational use and enjoyment upon the Mahinga Kai and conservation values of the bed of Te Waihora and to recommend to the Minister of Conservation the making of bylaws to prohibit or regulate such public access or recreational use and enjoyment;
- (b) the Joint Management Plan shall be prepared by the Secretary of Te Rūnanga and the Director-General;
- (c) when preparing the Joint Management Plan, the Secretary of Te Rūnanga and the Director-General shall have regard to any relevant concessions for the time being in force and to existing freshwater fisheries management plans and sports fish and game management plans under the Conservation Act 1987 and the agreement described in *clause 11.6.13(b)*;
- (d) before preparing the Joint Management Plan the Secretary of Te Rūnanga and the Director-General shall:
  - (i) give notice of their intention to do so to the North Canterbury Conservation Board, the appropriate Papatipu Rūnanga (through Te Rūnanga), the North Canterbury Fish and Game Council, the



- Canterbury Regional Council, the Selwyn District Council, the Banks Peninsula District Council and such other persons or organisations as the Secretary of Te Rūnanga and the Director-General may agree are appropriate and practicable; and
- (ii) in that notice, invite those persons and organisations referred to in *clause 11.6.19(d)(i)* to send to the Secretary of Te Rūnanga and/or the Director-General written suggestions on the proposed plan, within a time specified in the notice, including identification of issues which, in their view, should be addressed by the Joint Management Plan and (where relevant) how those issues relate to their respective functions;
- (e) in preparing the Joint Management Plan, the Secretary of Te Rūnanga and the Director-General will give full consideration to any comments received from the persons and organisations referred to in *clause 11.6.19(d)(i)*, insofar as such comments are consistent with the purposes of the Joint Management Plan described in *clause 11.6.19(a)*;
  - (f) in the preparation of the Joint Management Plan, the Secretary of Te Rūnanga and the Director-General may each consult such other persons as they consider appropriate, and lodge submissions on the outcome of such consultation by the date specified pursuant to *clause 11.6.19(h)(ii)*;
  - (g) the draft Joint Management Plan shall be prepared by the Secretary of Te Rūnanga and the Director-General and, within 5 years from the Settlement Date, shall be notified by publishing a notice in a daily newspaper or newspapers circulating in the area where Te Waihora is situated, and in any other manner that either the Secretary of Te Rūnanga or the Director-General may think appropriate;
  - (h) the notice of the draft Joint Management Plan given pursuant to *clause 11.6.19(g)* shall:
    - (i) state that the draft Joint Management Plan is available for inspection at the places and times specified in the notice; and
    - (ii) call upon persons or organisations interested to lodge with the Secretary of Te Rūnanga and the Director-General submissions on the draft Joint Management Plan at the place and before the date specified in the notice, being a date not less than 40 Business Days after the date of the publication of the notice;
  - (i) the Secretary of Te Rūnanga and the Director-General shall also give notice in writing, including a copy of the draft plan, to each of the persons and organisations referred to in *clause 11.6.19(d)(i)*, inviting those persons and organisations to comment on the draft plan by lodging with the Secretary of Te Rūnanga or the Director-General a written submission before the date specified in the notice, being a date not less than 40 Business Days after the date of giving of the notice;

- (j) any person or organisation may make written submissions to the Secretary of Te Rūnanga and the Director-General on the draft Joint Management Plan at the place and before the date specified in the notice given pursuant to *clause 11.6.19(g)*;
- (k) from the date of the notice of the draft Joint Management Plan, the draft Joint Management Plan shall be made available for public inspection during ordinary business hours at the offices of Te Rūnanga and the Department of Conservation, and in such other places and quantities as may be agreed by the Secretary of Te Rūnanga and the Director General so as to facilitate public participation in the development of the Joint Management Plan;
- (l) the Secretary of Te Rūnanga and the Director-General shall give every person who, in making any submissions on the draft Joint Management Plan, asked to be heard in support of his or her or its submissions, a reasonable opportunity of appearing before a joint meeting of representatives of the Secretary of Te Rūnanga and the Director-General;
- (m) the representatives of the Secretary of Te Rūnanga and the Director-General appointed to hear submissions in accordance with *clause 11.6.19(l)* shall determine their own procedure at the hearing or hearings;
- (n) the Secretary of Te Rūnanga and the Director-General shall prepare a summary of the submissions received on the draft Joint Management Plan and a statement as to the extent to which they have been allowed or accepted or disallowed or not accepted and shall attach that summary and statement to the plan submitted to Te Rūnanga and the Minister of Conservation in accordance with *clause 11.6.19(o)*; and
- (o) the draft Joint Management Plan shall be submitted to the Minister of Conservation and Te Rūnanga no later than 6 years after the Settlement Date for final approval and agreement.

#### **11.6.20 Review and amendment of Joint Management Plan**

Te Rūnanga and the Crown agree that the Joint Management Plan may be reviewed and amended as follows:

- (a) the Secretary of Te Rūnanga and the Director-General may at any time agree to initiate a review and/or amendment of the Joint Management Plan, or any part of the Joint Management Plan (provided that the agreement of either party shall not unreasonably be withheld);
- (b) every review of the Joint Management Plan, and, except as provided in *clause 11.6.20(d)*, every amendment of the Joint Management Plan under this clause shall be carried out and approved in accordance with the provisions of *clause 11.6.19*, which shall apply with any necessary modifications;

- (c) the following provisions shall also apply in relation to a review under this clause:
  - (i) the Joint Management Plan may be reviewed in whole or in part;
  - (ii) the Joint Management Plan shall be reviewed as a whole by the Secretary of Te Rūnanga and the Director-General not later than 10 years after the date of its approval pursuant to *clause 11.6.19* and every 10 years thereafter; and
  - (iii) Te Rūnanga and the Minister of Conservation may by agreement extend that period of review; and
- (d) where the proposed amendment is of such a nature that the Secretary of Te Rūnanga and the Director-General agree that it will not materially affect the objectives or policies expressed in the plan, then the amendment may be made without the need for compliance with the provisions of *clause 11.6.19* (except that the amendment must still be submitted for the approval of the Minister of Conservation and Te Rūnanga).

#### **11.6.21 Cost of Plan**

Te Rūnanga and the Crown shall each bear their own costs of preparation and implementation of the Joint Management Plan, and to the extent that Te Rūnanga and the Crown agree to contract third parties to undertake any role in the preparation or implementation of the Joint Management Plan, shall bear the cost of contracting such parties equally, unless otherwise agreed.

#### **11.6.22 Time for preparation and submission of Plan**

Te Rūnanga and the Crown agree that the time periods specified in *clause 11.6.19(g)* and *(o)* for notification and submission for approval of the Joint Management Plan may be extended by agreement between Te Rūnanga and the Minister of Conservation.

#### **11.6.23 Resolution of disputes**

Te Rūnanga and the Crown agree that the following provisions shall apply to any dispute between them arising out of the preparation or implementation of the Joint Management Plan (other than approval of the Joint Management Plan by Te Rūnanga and the Minister of Conservation pursuant to *clause 11.6.19(o)*):

- (a) Te Rūnanga and the Crown acknowledge and agree that they wish to minimise and promptly settle any disputes which may arise. Accordingly each of them shall make active efforts in good faith to resolve any dispute which may arise;
- (b) if the dispute is not resolved within 20 Business Days after the dispute arises (or such longer period as the parties might agree) then either party may give written notice to the other and Te Rūnanga and the Crown must then agree upon a process for resolving the dispute, including, but

not limited to, further negotiations, mediation, or independent expert determination. Agreement on a process must include agreement on:

- (i) the procedure and timetable for the conduct of the dispute resolution process; and
  - (ii) a procedure for selection and compensation of any person employed by both of the parties to resolve the dispute;
- (c) if Te Rūnanga and the Crown cannot agree on a dispute resolution process within 10 Business Days (or such longer period as the parties might agree) after either party gives such written notice under *clause 11.6.23(b)*, or using such a process fail to settle the dispute within 25 Business Days after that date (or such longer period as the parties might agree) then the parties agree to refer the dispute to arbitration under the Arbitration Act 1996. The arbitration shall be conducted by one arbitrator appointed by the parties, if they can agree upon one, or failing agreement, one arbitrator to be appointed by the President for the time being of the Arbitrators' Institute of New Zealand. Te Rūnanga and the Crown agree to be bound by the award in the arbitration;
- (d) Te Rūnanga and the Crown shall bear the costs of such dispute resolution equally, unless otherwise agreed; and
- (e) pending resolution of the dispute, Te Rūnanga and the Crown shall continue as far as practicable with the preparation and implementation of other aspects of the Joint Management Plan.

## Schedule 13 Lake Mahināpua

s 199

### *Statutory adviser sites*

#### ***Lake Mahināpua Scenic Reserve***

- 1 Parts Reserve 1055 (SO 6162) (154.1945 hectares). Part *Gazette* 1979, page 1396.
- 2 Parts Reserve 1056 (SO 3375) (347.6635 hectares). Part *Gazette* 1979, page 1396.
- 3 Rural Reserve 6031 (SO 10462) (71.2840 hectares). All *Gazette* 1985, page 2163.

#### ***Lake Mahināpua Recreation Reserve***

- 4 Part Reserve 1933 (SO 4614 and 5756) (26.1992 hectares). Balance *Gazette* 1979, page 1396.  
Land managed under section 62 Conservation Act 1987 adjoining the southern boundary of the lake, shown as J33/22 on DOC allocation map SO 11209 sheet J33.
- 5 Part Lot 5 DP 1478 (39.8138 hectares).
- 6 Part Reserve 146 (SO 8746) (113.9604 hectares).

## Schedule 14

### Statutory acknowledgement for Aoraki/Mount Cook

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Aoraki as set out below.

#### Ngāi Tahu association with Aoraki

In the beginning there was no Te Wai Pounamu or Aotearoa. The waters of Kiwa rolled over the place now occupied by the South Island, the North Island and Stewart Island. No sign of land existed.

Before Raki (the Sky Father) wedded Papatūānuku (the Earth Mother), each of them already had children by other unions. After the marriage, some of the Sky Children came down to greet their father's new wife and some even married Earth Daughters.

Among the celestial visitors were four sons of Raki who were named Aoraki (Cloud in the Sky), Rakiroa (Long Raki), Rakirua (Raki the Second), and Rārakiroa (Long Unbroken Line). They came down in a canoe which was known as Te Waka o Aoraki. They cruised around Papatūānuku who lay as one body in a huge continent known as Hawaiiiki.

Then, keen to explore, the voyagers set out to sea, but no matter how far they travelled, they could not find land. They decided to return to their celestial home but the karakia (incantation) which should have lifted the waka (canoe) back to the heavens failed and their craft ran aground on a hidden reef, turning to stone and earth in the process.

The waka listed and settled with the west side much higher out of the water than the east. Thus the whole waka formed the South Island, hence the name: Te Waka o Aoraki. Aoraki and his brothers clambered on to the high side and were turned to stone. They are still there today. Aoraki is the mountain known to Pākehā as Mount Cook, and his brothers are the next highest peaks near him. The form of the island as it now is owes much to the subsequent deeds of Tū Te Rakiwhānoa, who took on the job of shaping the land to make it fit for human habitation.

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

The meltwaters that flow from Aoraki are sacred. On special occasions of cultural moment, the blessings of Aoraki are sought through taking of small amounts of its “special” waters, back to other parts of the island for use in ceremonial occasions.

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

The saying “He kapua kei runga i Aoraki, whakarewa whakarewa” (“The cloud that floats aloft Aoraki, for ever fly, stay aloft”) refers to the cloud that often surrounds Aoraki. Aoraki does not always “come out” for visitors to see, just as that a great chief is not always giving audience, or on “show”. It is for Aoraki to choose when to emerge from his cloak of mist, a power and influence that is beyond mortals, symbolising the mana of Aoraki.

To Ngāi Tahu, Aoraki represents the most sacred of ancestors, from whom Ngāi Tahu descend and who provides the iwi with its sense of communal identity, solidarity, and purpose. It follows that the ancestor embodied in the mountain remains the physical manifestation of Aoraki, the link between the supernatural and the natural world. The tapu associated with Aoraki is a significant dimension of the tribal value, and is the source of the power over life and death which the mountain possesses.

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Aoraki, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Aoraki or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Aoraki as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

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

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Aoraki.

Schedule 14: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## Schedule 15

### Statutory acknowledgement for Aparima River

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the river known as Aparima, the location of which is shown on Allocation Plan MD 126 (SO 12265).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Aparima River, as set out below.

#### **Ngāi Tahu association with the Aparima River**

The mouth of the Aparima was the site of a permanent settlement, with associated urupā nearby. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

The river was an important source of mahinga kai, with shellfish, mussels, paua, tuna (eels) and inaka (whitebait) all being taken from the river and its estuary. An eel weir was constructed at the narrows where the Pourakino River enters the Aparima, and was an important source of tuna.

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

The mouth of the Aparima was a tauranga waka, from which sea voyages were launched to and from a variety of locations in and around Te Ara a Kiwa (Foveaux Strait), Rakiura and the tītī islands. A carved tauihu (canoe prow) found in the estuary of the river attests to this.

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

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

**Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Aparima River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Aparima River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Aparima River as provided in section 211 (clause 12.2.5 of the deed of settlement).

**Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Aparima River (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Aparima River.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Aparima River.

Schedule 15: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 16

### Statutory acknowledgement for Hakataramea River

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the river known as Hakataramea the location of which is shown on Allocation Plan MD 119 (SO 24724).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Hakataramea River, as set out below.

#### **Ngāi Tahu association with the Hakataramea River**

The creation of the Hakataramea relates in time to Te Waka o Aoraki, and the further shaping of the island by Tū Te Rakiwhānoa and his assistants, including Marokura who stocked the waterways and Kahukura, who stocked the forests. For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

The name "Hakataramea" refers to the taramea plant from which a prized perfume was extracted. The name reflects the fact that taramea once grew in abundance in the vicinity of the river, and was easily accessed.

As well as being a mahinga kai in its own right, the Hakataramea was also an alternative route to the Aoraki region, forming part of the network of waterways and land-based mahinga kai in this part of the interior. This area was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau interaction. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.

The Hakataramea was a noted and popular indigenous fishery, offering tuna (eel), kanakana (lamprey), kōkopu, waikōura (freshwater crayfish) and waikākahi (freshwater mussel). Other mahinga kai taken from the Hakataramea included weka, tī kōuka (cabbage tree) and taramea (spaniard grass). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Hakataramea, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

These mahinga kai resources supported both semi-permanent and seasonal occupations, including a kāinga called Te Wai-tohi near the confluence of the Hakataramea

and Waitaki rivers. The surviving rock art remnants and rock shelters are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.

Because of the long history of use of the river as both a highway and a mahinga kai, supporting permanent and temporary occupation, there are a number of urupā, wāhi tapu and wāhi taonga associated with the river. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Hakataramea River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Hakataramea River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Hakataramea River as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Hakataramea River (as described in this statutory acknowledgement) than that

person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Hakataramea River.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Hakataramea River.

Schedule 16: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 17

### Statutory acknowledgement for Hakatere (Ashburton River)

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Hakatere, as set out below.

#### Ngāi Tahu association with the Hakatere

The Hakatere was a major mahinga kai for Canterbury Ngāi Tahu. The main foods taken from the river were tuna (eels), inaka (whitebait) and the giant kōkopu. Rats, weka, kiwi and waterfowl such as pūtakitaki (paradise duck) were also hunted along the river.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

#### Purposes of statutory acknowledgement

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Hakatere, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Hakatere or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of

Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and

- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Hakatere as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Hakatere (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Hakatere.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Hakatere.

Schedule 17: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 18

### Statutory acknowledgement for Hananui (Mount Anglem)

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Hananui, as set out below.

#### Ngāi Tahu association with Hananui

As with all principal maunga (mountains), Hananui is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents.

The name Hananui is derived from an event involving the tupuna (ancestor) Rakitamau, a chief of Te Taumutu, and son of Tū Te Kawa. Rakitamau became a widower through the unfortunate death of his wife. Rakitamau journeyed to Motunui (as Rakiura was called then) seeking the hand of a tribally renowned wahine (woman) to take her place, as in his view she would increase his standing due to her mana, reflected in her connections to the land and important people of Rakiura.

On his arrival at her village, Rakitamau asked for the woman by name, only to be told by a laughing group of women she was tāpui (betrothed or set apart). At this, Rakitamau blushed deeply. When he then asked for her sister the people laughed loudly, as they told him she was tāpui also. This news made him blush further so that his cheeks flamed. He left the island never to return and the women were so amused that they named the highest point on the island Hananui, referring to the great glow of Rakitamau, in memory of the event. Rakiura itself takes its name from the glowing skies of this region, the aurora lights.

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

Pūtātāra was an old settlement under the lee of Hananui, a place to which an Otago rangatira (chief), Tukiauau, retired to seek refuge.

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



### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Hananui, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Hananui or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Hananui as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Hananui (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Hananui.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Hananui.

Schedule 18: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 19

### Statutory acknowledgement for Hekeao (Hinds River)

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Hekeao, as set out below.

#### Ngāi Tahu association with the Hekeao

Hekeao and Tokara (the two branches of the Hinds River) traditionally supported a number of nohoanga (settlements), including Hekeao, Kakaho, Koroki, Te Mihi, Pakutahi, Karipo, Pūrākaunui, Rukuhia and Tokara. As a result of this history of occupations, there are a number of urupā associated with the river. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

The river was an important mahinga kai, known particularly as a source of tuna (eel) and kanakana (lamprey). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

#### Purposes of statutory acknowledgement

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory

acknowledgement in relation to the Hekeao, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and

- (c) to empower the Minister responsible for management of the Hekeao or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Hekeao as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

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

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Hekeao.

Schedule 19: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 20

### Statutory acknowledgement for Hoka Kura (Lake Sumner)

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Hoka Kura, as set out below.

#### Ngāi Tahu association with Hoka Kura

Hoka Kura is one of the lakes referred to in the tradition of “Ngā Puna Wai Karikari o Rakaihautu” which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Hoka Kura. The origins of the name “Hoka Kura” have now been lost, although it is likely that it refers to one of the descendants of Rakaihautu.

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

Hoka Kura was used as a mahinga kai by North Canterbury Ngāi Tahu. The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The mahinga kai values of the lake were particularly important to Ngāi Tahu parties travelling to Te Tai Poutini (the West Coast). The lake was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the lake.

There are a number of urupā and wāhi tapu in this region. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Hoka Kura, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Hoka Kura or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Hoka Kura as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Hoka Kura (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Hoka Kura.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

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Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Hoka Kura.

Schedule 20: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 21

### Statutory acknowledgement for Hurunui River

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the river known as Hurunui, the location of which is shown on Allocation Plan MD 112 (SO 19848).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Hurunui River, as set out below.

#### **Ngāi Tahu association with the Hurunui River**

The Hurunui River once provided an important mahinga kai resource for Ngāi Tahu, although those resources are now in a modified and depleted condition. Traditionally, the river was particularly known for its tuna (eel) and inaka (whitebait).

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Hurunui, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

Nohoanga (settlements) were located at points along the length of this river, with some wāhi tapu located near the mouth. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Hurunui River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and

- (c) to empower the Minister responsible for management of the Hurunui River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Hurunui River as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

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

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Hurunui River.

Schedule 21: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## Schedule 22

### Statutory acknowledgement for Kā Moana Haehae (Lake Roxburgh)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Kā Moana Haehae (Lake Roxburgh), the location of which is shown on Allocation Plan MD 491 (SO 24730).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Kā Moana Haehae, as set out below.

#### Ngāi Tahu association with Kā Moana Haehae

The name Kā Moana Haehae refers to the joining of two waterways. In this case it refers to the confluence of the Mata-au and Manuherikia Rivers over which the lake lies.

The whole of the Mata-au (Clutha River), on which Kā Moana Haehae lies, was part of a mahinga kai trail that led inland and was used by Otago hapū including Ngāti Kuri, Ngāti Ruahikihiki, Ngāti Huirapa and Ngāti Tuahuriri. The river was used as a highway into the interior, and provided many resources to sustain travellers on that journey. The river was a significant indigenous fishery, providing tuna (eels), kakanā (lamprey) and kōkopu in the area over which Kā Moana Haehae now lies. Manu (birds), including moa, were taken from areas adjoining the river, over which the lake now lies.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The waterway was also very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded north and south. Thus there were numerous tauranga waka (landing places) along it. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The waterway was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the waterway.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Kā Moana Haehae, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Kā Moana Haehae or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Kā Moana Haehae as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Kā Moana Haehae (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Kā Moana Haehae.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kā Moana Haehae.

Schedule 22: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 23

### Statutory acknowledgement for Kakaunui River

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the river known as Kakaunui, the location of which is shown on Allocation Plan MD 120 (SO 24725).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Kakaunui River, as set out below.

#### **Ngāi Tahu association with the Kakaunui River**

The creation of the Kakaunui relates in time to Te Waka o Aoraki, and the further shaping of the island by Tū Te Rakiwhānoa and his assistants, including Marokura who stocked the waterways and Kahukura, who stocked the forests. For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi. The origin of the name "Kakaunui" has been lost, but is likely to refer to swimming in the river.

There was a tauranga waka (landing place) at the mouth of the Kakaunui, which was an important part of the coastal trails north and south. The river was also a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The Kakaunui was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.

The Kakaunui was a noted indigenous fishery, offering tuna (eel), inaka (whitebait), kanakana (lamprey), kōkopu and other species. Other materials provided by the river included raupō, harakeke and watercress. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Kakaunui, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

These mahinga kai resources supported both semi-permanent and seasonal occupations, including a kāinga on the northern bank of the river near Maheno. The surviving rock art remnants and rock shelters are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Kakaunui River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Kakaunui River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Kakaunui River as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Kakaunui River (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Kakaunui River.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Kakaunui River.

Schedule 23: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 24

### Statutory acknowledgement for Karangarua Lagoon

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the wetland known as Karangarua Lagoon, the location of which is shown on Allocation Plan MD 50 (SO 12512).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Karangarua Lagoon, as set out below.

#### **Ngāi Tahu association with Karangarua Lagoon**

Manawhenua (tribal authority over the area) was gained through Ngāi Tahu's defeat of Ngāti Wairaki, Tūmatakōkiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

Seasonal kāinga nohoanga (settlements) were established at the mouth of the Karangarua Lagoon for the taking of kai-awa (river-sourced foods) and manu (birds).

Karangarua Lagoon was and still is a significant spawning ground and kōhanga (nursery) for a variety of fish species and a significant breeding area for manu. The lagoon remains a source of rich and abundant harvests. Pokorotutu and Ōtehautumua were and are notable mahinga kai areas at the north and south ends respectively of the Karangarua. The area is noted particularly for its tuna (eel) and inaka (whitebait) fisheries, as a source of rāanga (weaving) materials and other useful plants including raupō, wīwī and harakeke. The traditional practice of collecting seagull eggs from the lagoon during spring is still carried out by local Ngāi Tahu.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

As a mark of the significance of the lagoon as a mahinga kai, reserves were set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale, and subsequently under the South Island Landless Natives Act 1906.

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

**Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Karangarua Lagoon, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Karangarua Lagoon or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Karangarua Lagoon as provided in section 211 (clause 12.2.5 of the deed of settlement).

**Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Karangarua Lagoon (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Karangarua Lagoon.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Karangarua Lagoon.

Schedule 24: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## **Schedule 25**

### **Statutory acknowledgement for Kōtuku-Whakaoho (Lake Brunner Moana)**

ss 205, 206

#### **Statutory area**

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

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Kōtuku-Whakaoho, as set out below.

#### **Ngāi Tahu association with Kōtuku-Whakaoho**

The name Kōtuku-Whakaoho relates to a husband and wife called Kōtuku and Māwhera. Both were killed at this site which led to one (Kōtuku) having their name applied to the lake and the other (Māwhera) lending their name to the Grey River.

As with most lakes, there is also a tradition of a taniwha connected with Kōtuku-Whakaoho. The story tells how two taniwha were killed by a chief because they had killed his father and sister. On their deaths, the taniwha became islands which now lie in the lake.

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

Kōtuku-Whakaoho holds an important place in Ngāi Tahu history as the site of the tribe's battle with Ngāti Wairaki. Victory in this battle saw Ngāi Tahu gain manawhenua in the area.

Besides being a famous battle ground, Kōtuku-Whakaoho was important as the site of a permanent settlement, acting as a focal point for food-gathering parties. The principal food taken from the lake was tuna (eel). Water fowl and forest fowl were also important mahinga kai in this area.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The importance of the area to Ngāi Tahu was recognised by the Crown in the setting aside of a reserve at the lake for Ihaia, Tainui and Waipapara

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Kōtuku-Whakaoho, as provided in section 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Kōtuku-Whakaoho or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Kōtuku-Whakaoho as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Kōtuku-Whakaoho (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Kōtuku-Whakaoho.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kōtuku-Whakaoho.

Schedule 25: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 26

### Statutory acknowledgement for Kōwai River

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the river known as Kōwai, the location of which is shown on Allocation Plan MD 114 (SO 19850).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Kōwai River, as set out below.

#### Ngāi Tahu association with the Kōwai River

The Kōwai River once provided an important mahinga kai resource for North Canterbury Ngāi Tahu. Traditionally, the river was known for its tuna (eel) and inaka (white-bait), although those resources have now been depleted.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

Nohoanga (settlements) were located at points along the length of this river, with some wāhi tapu located near the mouth. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

#### Purposes of statutory acknowledgement

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Kōwai River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and

- (c) to empower the Minister responsible for management of the Kōwai River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Kōwai River as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

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

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Kōwai River.

Schedule 26: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 27

### Statutory acknowledgement for Kura Tāwhiti (Castle Hill)

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Kura Tāwhiti, as set out below.

#### Ngāi Tahu association with Kura Tāwhiti

Kura Tāwhiti (Castle Hill) is located between the Torlesse and Craigieburn Ranges, in the Broken River catchment. The name Kura Tāwhiti literally means “the treasure from a distant land”, and is an allusion to the kūmara, an important food once cultivated in this region. However, Kura Tāwhiti was also the name of one of the tūpuna (ancestors) who was aboard the Arai Te Uru canoe when it sank off Matakaea (Shag Point) in North Otago.

Kura Tāwhiti was one of the mountains claimed by the Ngāi Tahu ancestor Tane Tiki. Tane Tiki claimed this mountain range for his daughter Hine Mihi because he wanted the feathers from the kākāpo taken in this area to make a cloak for her.

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

This region was a well used mahinga kai for Kaiapoi Ngāi Tahu. The main food taken from this mountain range was the kiore (polynesian rat). Other foods taken included tuna (eel), kākāpo, weka and kiwi.

The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of Kura Tāwhiti, the relationship of people with the land and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

A particular taonga of Kura Tāwhiti are the ancient rock art remnants found on the rock outcrops. These outcrops provided vital shelters from the elements for the people in their travels, and they left their artworks behind as a record of their lives and beliefs. The combination of this long association with the rock outcrops, and the significance of the art on them, give rise to their tapu status for Ngāi Tahu.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Kura Tāwhiti, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Kura Tāwhiti or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Kura Tāwhiti as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Kura Tāwhiti (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Kura Tāwhiti.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kura Tāwhiti.

Schedule 27: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## Schedule 28

### Statutory acknowledgement for Kuramea (Lake Catlins)

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the lake known as Kuramea (Lake Catlins), the location of which is shown on Allocation Plan MD 134 (SO 24728).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Kuramea, as set out below.

#### **Ngāi Tahu association with Kuramea**

Kuramea is the traditional name for the waterway now known as Catlins Lake.

The lake and estuary were significant sources of mahinga kai, supporting a number of nohoanga (settlements) in the vicinity. Tuna (eels), inaka (whitebait), tuaki (cockles), pupu (mudsnails), pipi and flatfish were taken from Kuramea. The lake was also a source of rāranga (weaving) materials including harakeke and paru (mud used in dyeing).

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Kuramea, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

As a result of this history of use, there are a number of wāhi taonga within the wetland area, including middens and other evidence of occupation. These are important as places holding the memories of Ngāi Tahu tūpuna. In particular, a number of archaeological finds within the wetlands confirm the area's history as a waka (canoe) building area.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and

- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Kuramea, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Kuramea or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Kuramea as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Kuramea (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Kuramea.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Kuramea.

Schedule 28: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 29**

### **Statutory acknowledgement for Lake Hauroko**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the lake known as Hauroko, the location of which is shown on Allocation Plan MD 41 (SO 12258).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Lake Hauroko, as set out below.

#### **Ngāi Tahu association with Lake Hauroko**

Hauroko is strongly associated with urupā in the immediate vicinity, including one on an island in the lake, known to Pākehā as Mary Island. In particular, Ngāti Rakiamoa and Ngāti Ruahikihiki have several traditions about their dead lying in this region.

Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. It is because of its proximity to these urupā that Hauroko is considered tapu by Ngāi Tahu.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Lake Hauroko, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Lake Hauroko or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi

Tahu to Lake Hauroko as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Lake Hauroko (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Lake Hauroko.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Lake Hauroko.

Schedule 29: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 30**

### **Statutory acknowledgement for Lake Hawea**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the lake known as Hawea, the location of which is shown on Allocation Plan MD 37 (SO 24718).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Lake Hawea, as set out below.

#### **Ngāi Tahu association with Lake Hawea**

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

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

The name Hawea may derive from Hawea, tupuna (ancestor) of the Waitaha hapū, Ngāti Hawea.

Hawea was traditionally noted as a rich tuna (eel) fishery, with many thousands of the fish once being caught, preserved and transported back to the kāinga nohoanga (settlements) of coastal Otago.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Hawea, the relationship of people with the lake and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

**Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Lake Hawea, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Lake Hawea or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Lake Hawea as provided in section 211 (clause 12.2.5 of the deed of settlement).

**Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Lake Hawea (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Lake Hawea.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Lake Hawea.

Schedule 30: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 31

### Statutory acknowledgement for Lake Kaniere

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the lake known as Kaniere, the location of which is shown on Allocation Plan MD 133 (SO 12517).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Lake Kaniere, as set out below.

#### **Ngāi Tahu association with Lake Kaniere**

Kaniere is noted in Ngāi Tahu tradition as a lake occupied by the Ngāti Wairaki explorer, Raureka. According to tradition, Raureka was the first to cross Kā Tiritiri o te Moana (the Southern Alps) from her village at Arahura. Apparently she left the village after an argument with her Ngāti Wairaki whānaunga (relatives). Raureka was accompanied by her slave as she wandered up to Kaniere and eventually came across a pass which took her to the Rakaia Valley and eventually the Canterbury Plains.

This route came to be later known as Noti Raureka (Brownings Pass). On the east coast, Raureka fell in with a number of Ngāi Tahu in the Temuka region who were felling timber with adzes. Raureka showed them her pounamu (greenstone) adze and proceeded to fell the tī tree. The Ngāi Tahu agreed that her pounamu was a better stone for an adze. Raureka eventually led a Ngāi Tahu party across the Alps to show them the source of pounamu.

For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

Kaniere was also an important mahinga kai used by parties crossing between the coasts. Tuna (eels) and weka were the main foods taken in this area. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

Because of its importance as a mahinga kai, the Crown set aside a reserve at the lake for Ngāi Tahu last century.

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

**Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Lake Kaniere, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Lake Kaniere or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Lake Kaniere as provided in section 211 (clause 12.2.5 of the deed of settlement).

**Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Lake Kaniere (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Lake Kaniere.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Lake Kaniere.

Schedule 31: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## Schedule 32

### Statutory acknowledgement for Lake Ōhau

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Ōhau, the location of which is shown on Allocation Plan MD 36 (SO 19838).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Lake Ōhau, as set out below.

#### Ngāi Tahu association with Lake Ōhau

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

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

Ōhau was traditionally occupied by the descendants of Te Rakitauhope and was the site of several battles between Ngāi Tahu and Ngāti Mamoe. Later, it supported Te Maiharoa and his followers in the 1870s when they took occupation of land in the interior in protest against the Crown's failure to honour the 1848 Canterbury Purchase.

As a result of this history of occupation, there are a number of urupā and wāhi tapu associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

Ōhau was an important mahinga kai, and part of a wider mahinga kai trail that ran from Lake Pūkaki to the coast. The main foods taken in this area were weka, forest and water fowl and freshwater fish such as tuna (eel) and kōkopu.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Lake Ōhau, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Lake Ōhau or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Lake Ōhau as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Lake Ōhau (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Lake Ōhau.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Lake Ōhau.

Schedule 32: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 33

### Statutory acknowledgement for Lake Pāringa

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the lake known as Pāringa, the location of which is shown on Allocation Plan MD 132 (SO 12516).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Lake Pāringa, as set out below.

#### **Ngāi Tahu association with Lake Pāringa**

Manawhenua (tribal authority over the area) was gained by Ngāi Tahu's defeat of Ngāti Wairaki, Tūmatākōkiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

Seasonal kāinga nohoanga (settlements) were established for the taking of mahinga kai. Pāringa was and still is a noted tuna (eel) fishery, significant spawning ground and kōhanga (nursery) for a variety of fish species and significant breeding area for manu (birds), including ducks, kūkupa (kererū/wood pigeon) and weka (now extinct in this area). The lake was therefore a source of rich and abundant harvests. The area also provided plants utilised in rārangā (weaving) and other practices.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today. Because of the kāinga nohoanga, a reserve was set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale.

The lake also is a wāhi tapu. Wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Lake Pāringa, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Lake Pāringa or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Lake Pāringa as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Lake Pāringa (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Lake Pāringa.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Lake Pāringa.

Schedule 33: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 34

### Statutory acknowledgement for Lake Pūkaki

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Pūkaki, the location of which is shown on Allocation Plan MD 35 (SO 19837).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Lake Pūkaki, as set out below.

#### Ngāi Tahu association with Lake Pūkaki

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

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

Pūkaki is referred to in Ngāi Tahu tradition as the basin that captures the tears of Aoraki: a reference to the meltwaters that flow from Aoraki into the lake in the spring time.

As well as its association with Aoraki, Pūkaki is also a mahinga kai, noted particularly for its water fowl. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Lake Pūkaki, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Lake Pūkaki or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Lake Pūkaki as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Lake Pūkaki (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Lake Pūkaki.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Lake Pūkaki.

Schedule 34: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 35

### Statutory acknowledgement for Lake Rotorua

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Rotorua, the location of which is shown on Allocation Plan MD 43 (SO 7327).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Rotorua, as set out below.

#### Ngāi Tahu association with Rotorua

Rotorua is one of the lakes referred to in the tradition of “Ngā Puna Wai Karikari o Rakaihautu” which tells of how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the Waitaha tribe to New Zealand. According to tradition, Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards, and Rakaihautu taking another southwards by an inland route.

On his journey inland Rakaihautu used his famous kō (a tool similar to a spade) to dig what are now the principal lakes of Te Wai Pounamu. Those lakes included Whakamatau (Coleridge), Rotorua, Pūkaki, Ōhau, Wanaka, Takapo and Hawea. All of these lakes were used by Ngāi Tahu as mahinga kai and sites of occupation.

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

Rotorua was used as a mahinga kai by Ngāi Tahu as well as the earlier tribes such as Ngāti Tumatakokiri and Ngāti Wairaki. The main foods taken from this area were waterfowl and eel.

The tūpuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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



### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Rotorua, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Rotorua or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Rotorua as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Rotorua (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Rotorua.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Rotorua.

Schedule 35: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 36

### Statutory acknowledgement for Lake Wanaka

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Wanaka, the location of which is shown on Allocation Plan MD 38 (SO 24719).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Lake Wanaka, as set out below.

#### Ngāi Tahu association with Lake Wanaka

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

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

The name “Wanaka” is considered by some to be a South Island variant of the word “wānanga” which refers to the ancient schools of learning. In these schools Ngāi Tahu tohunga (men of learning) would be taught whakapapa (genealogies) which stretched back to over a hundred generations and karakia (incantations) for innumerable situations. All of this learning they would be required to commit to memory.

Wanaka was traditionally noted as a rich tuna (eel) fishery, with many thousands of the fish once being caught, preserved and transported back to the kainga nohoanga (settlements) of coastal Otago.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Wanaka, the relationship of people with the lake and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

In 1836 an eeling party was attacked by Te Puoho, a rangatira (chief) of the North Island Ngāti Tama iwi. Te Puoho had plans of conquering Te Wai Pounamu, begin-

ning his campaign at the southern end of the island. He compared his strategy to boning an eel which is started at the tail end of the fish. Having travelled down Te Tai Poutini (the West Coast) to Jackson Bay, Te Puoho crossed Haast Pass into Wanaka and Lake Hawea where he found a Ngāi Tahu eeling party which he captured at Makarora. Two infant girls were captured and eaten. Te Puoho suspected this family was an outpost and so he gave instructions for two guards to follow a young teenager called Pukuharuru who was ordered to show them where the main camp was. However, Pukuharuru managed to escape after dark and alert his father, Te Raki. Te Raki killed the two guards, who were lost without their guide, and the Wanaka families managed to escape the region.

Te Puoho continued his campaign at Tuturau where there were other families fishing. However, some of the people managed to escape to Tiwai Point near Bluff where they lit a warning fire. This fire alerted the southern forces and, under the leadership of Tuhawaiki, Ngāi Tahu prepared to meet Te Puoho at Tuturau. After discussing the situation with the tohunga, Ngāi Tahu were assured of victory. While the priests chanted their karakia to the gods of war, the heart of the enemy chief appeared before Ngāi Tahu in the firelight, carried by the wings of a bird. With this omen that the gods of war were on the side of Ngāi Tahu, they attacked Te Puoho the next morning.

Te Puoho was shot by a young Ngāi Tahu called Topi and his army was taken captive. The head of Te Puoho was cut from his body and stuck on a pole facing his home in the north. Wanaka is therefore noted in history for its part in what was to be the last battle between North and South Island tribes.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Lake Wanaka, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Lake Wanaka or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and

- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Lake Wanaka as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Lake Wanaka (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Lake Wanaka.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Lake Wanaka.

Schedule 36: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 37

### Statutory acknowledgement for Mahi Tīkumu (Lake Aviemore)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Mahi Tīkumu (Lake Aviemore), the location of which is shown on Allocation Plan MD 492 (SO 19907 (Canterbury Land District) and SO 24731 (Otago Land District)).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Mahi Tīkumu, as set out below.

#### Ngāi Tahu association with Mahi Tīkumu

While the man-made Mahi Tīkumu is obviously a comparatively recent creation on the landscape, it overlays the path of the Waitaki River, which is very significant to Ngāi Tahu as the pathway of the waters from Aoraki to the sea. Ngāi Tahu Whānui always recognise and pay respects to Waitaki as a significant element of their being and identity, a creation of the atua (gods), further moulded by Tū Te Rakiwhānoa and his assistants, one of whom was Marokura who stocked the waterways.

In addition, the lake now covers areas which have been very important in Ngāi Tahu history. A number of nohoanga existed along the former river basin, among the 170 which one record lists as existing in the Waitaki basin.

Many wāhi tapu and wāhi taonga were also drowned by Mahi Tīkumu, including a number of rock art sites. Other areas of the lake's catchment are awaiting survey for rock art. Urupā associated with the nohoanga in the area also lie under the lake. These are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

An important and productive tuna (eel) fishery existed in the lake, although in more recent times the customary fishery has become depleted. Freshwater mussels (waikā-kahi) are also available in the shallows. Excellent stands of raupō grow on the edge of the lake, adjacent to the deep water. This hardy plant, which was traditionally used for kai and in the making of mōkihi (a type of waka, or canoe, used on inland waterways) is not affected by the heavy frosts of the area or cattle grazing.

The area which the lake now covers was once a major route from coast to coast: to Hawea and Wanaka via the Lindis pass, and to the West Coast via Ōkuru or Haast Pass. There was also a trail via the Lindis through into the Central Otago summer resorts, mahinga kai and pounamu resources. Trails linked to seasonal resource gathering lead into the Ōhau, Pūkaki and Takapo, Alexandrina and Whakarukumoana catchments.

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

Wai-para-hoanga, meaning literally “water of grinding stone dirt” is a descriptive name for the water that once flowed unhindered in the Waitaki, sourced from Pūkaki, Takapo and Ōhau, and ultimately from Aoraki itself.

Notwithstanding more recent man-made changes to the landscape and waterways, the mauri of Mahi Tīkumu represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Mahi Tīkumu, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Mahi Tīkumu or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Mahi Tīkumu as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu’s association to

Mahi Tikumū (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Mahi Tikumū.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Mahi Tikumū.

Schedule 37: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 38

### Statutory acknowledgement for Makaawhio (Jacobs River)

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Makaawhio, as set out below.

#### Ngāi Tahu association with the Makaawhio

According to legend, the Makaawhio River is associated with the Patupaiarehe (flute playing fairies) and Maeroero (ogres of the forest). It is said that Tikitiki o Rehua was slain in the Makaawhio River by the Maeroero. The name "Tikitiki o Rehua" is now attached to the ridge of hills (sometimes called Jacobs Ridge) on the north bank of the Makaawhio River.

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

Manawhenua (tribal authority over the area) was gained through Ngāi Tahu's defeat of Ngāti Wairaki and Tūmatatokiri. That manawhenua was cemented by the establishment of kāinga nohoanga (permanent settlements) at the mouth and on both banks of the river because of the plentiful supply of mahinga kai from the river and its estuary and surrounds. A northern settlement strategically sited on Tahekeakai (Jacobs Bluff) acted as a sentry lookout that warned of approaching visitors.

As a result of this pattern of occupation, there are a number of urupā and wāhi tapu along the river. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

The Makaawhio was and still is the source of a range of mahinga kai. Rocks at the mouth of the river still provide an abundance of kaimoana (seafood). The estuary of the river itself still provides an abundance of kaiawa (freshwater fisheries), including tuna (eels), pātiki (flounders) and inaka (whitebait) and remains a significant kōhanga (nursery) for a variety of fish species.



The area is still a significant manu (bird) breeding area, once yielding a rich harvest. The flora of the area provided not only food, but also the raw materials for rāranga (weaving), rongoa (medicines) and the building of waka (canoes) and whare (houses). In addition to its bounty of mahinga kai resources, the Makaawhio is a source of the mineral kyanite (Aotea).

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

Because of the kāinga nohoanga, reserves were set aside on the river for Ngāi Tahu at the time of the 1860 Arahura Deed of Sale. One of these was an urupā, where notable Ngāi Tahu tūpuna Te Koeti Turanga and Wi Katau Te Naihi are buried, among others.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Makaawhio, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Makaawhio or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Makaawhio as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and

- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Makaawhio (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Makaawhio.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Makaawhio.

Schedule 38: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 39**

### **Statutory acknowledgement for Manawapōpōre/Hikuraki (Mavora Lakes)**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the wetland known as Manawapōpōre/Hikuraki (Mavora Lakes), the location of which is shown on Allocation Plan MD 44 (SO 12235).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Manawapōpōre/Hikuraki, as set out below.

#### **Ngāi Tahu association with Manawapōpōre/Hikuraki**

Manawapōpōre and Hikuraki are part of one of the most significant catchments in Murihiku (Southland). The wetland also lies in the path of the important trail from the mouth of the Ōreti River onward, via the Greenstone Valley, to the head of Whakaitipu-wai-māori (Lake Wakatipu), or alternatively continuing along the Greenstone Valley and out via the Hollyford to the West Coast. These were important trading routes, to gather pounamu for exchange with northern iwi for materials and foods unavailable in the south.

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

In addition, the trails were part of summer time pursuits such as kai-hau-kai, whānaungatanga (the renewal and strengthening of family links) and arranging marriages with hapū from the neighbouring region of Otago and further afield. Such strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the area.

Manawapōpōre (Lower Mavora) is noted for eel weirs, which were constructed on the lake edges for catching eels, utilising flat stones, built in a loop out from the lake edge, with gaps at either end and one in the middle. Construction of the eel weir recreates the type of environment that eels like to congregate in, hence reliable catches are made.

The tūpuna had considerable knowledge of such techniques, places for catching and gathering kai and other taonga, ways in which to use the resources of the area, the relationship of people with the area and their dependence on it, and tikanga for the

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

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Manawapōpōre/ Hikuraki, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Manawapōpōre/ Hikuraki or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Manawapōpōre/Hikuraki as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Manawapōpōre/Hikuraki (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Manawapōpōre/ Hikuraki.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Manawapōpōre/Hikuraki.

Schedule 39: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 40

### Statutory acknowledgement for Mata-au (Clutha River)

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Mata-au, as set out below.

#### Ngāi Tahu association with the Mata-au

The Mata-au river takes its name from a Ngāi Tahu whakapapa that traces the genealogy of water. On that basis, the Mata-au is seen as a descendant of the creation traditions. For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

On another level, the Mata-au was part of a mahinga kai trail that led inland and was used by Ōtākou hapū including Ngāti Kurī, Ngāti Ruahikihiki, Ngāti Huirapa and Ngāti Tuahuriri. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The river was also very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded north and south. Thus there were numerous tauranga waka (landing places) along it. The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.

The Mata-au is where Ngāi Tahu's leader, Te Hautapunui o Tū, established the boundary line between Ngāi Tahu and Ngāti Mamoe. Ngāti Mamoe were to hold mana (authority) over the lands south of the river and Ngāi Tahu were to hold mana northwards. Eventually, the unions between the families of Te Hautapunui o Tū and Ngāti Mamoe were to overcome these boundaries. For Ngāi Tahu, histories such as this rep-

resent the links and continuity between past and present generations, reinforce tribal identity, and document the events which shaped Ngāi Tahu as an iwi.

Strategic marriages between hapū further strengthened the kupenga (net) of whakapapa, and thus rights to travel on and use the resources of the river. It is because of these patterns of activity that the river continues to be important to rūnanga located in Otago and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.

Urupā and battlegrounds are located all along this river. One battleground, known as Te Kauae Whakatoro (downstream of Tuapeka), recalls a confrontation between Ngāi Tahu and Ngāti Mamoe that led to the armistice established by Te Hautapunui o Tū. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Mata-au, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Mata-au or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Mata-au as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and

- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Mata-au (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Mata-au.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Mata-au.

Schedule 40: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## Schedule 41

### Statutory acknowledgement for Matakaea (Shag Point)

ss 205, 206

#### **Statutory area**

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

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Matakaea.

#### **Ngāi Tahu association with Matakaea**

The name Matakaea recalls the tradition of the Arai Te Uru canoe, which capsized off Moeraki. From Moeraki, the crew managed to swim ashore, leaving the cargo to be taken ashore by the waves. The crew members fled inland and were transformed into the mountains which form the Southern Alps.

The Arai Te Uru tradition is also important because it explains the origins of kūmara. The story originally began with Roko i Tua who came to Aotearoa and met the Kāhui Tipua. The Kāhui Tipua gave Roko i Tua mamaku (tree fern) to eat. However Roko i Tua preferred the kūmara that he had in his belt which he took out and soaked in a bowl of water. The Kāhui Tipua tasted the kūmara and asked where it was from. Roko i Tua replied saying that the kūmara came from "across the sea".

The Kāhui Tipua then made a canoe and, under the leadership of Tū Kākāriki, went to Hawaiiiki and returned with the kūmara to Aotearoa. The Kāhui Tipua planted the kūmara but the crop failed. However, Roko i Tua had also sailed to Hawaiiiki on the canoe called Arai Te Uru. Roko i Tua landed at Whangarā, Hawaiiiki, and learnt the karakia (incantations) and tikanga (customs) connected with planting kūmara. Roko i Tua then gave his canoe to two crew members called Pakihiwitahi and Hape ki Tua Raki. The Arai Te Uru returned under the leadership of these two commanders and eventually foundered off the Moeraki Coast at Matakaea.

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

The Matakaea area has been occupied for many centuries and is the site of numerous urupā and wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna (ancestors) and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Matakāea, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Matakāea or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Matakāea as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Matakāea (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Matakāea.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Matakāea.

Schedule 41: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 42

### Statutory acknowledgement for Maitaura River

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the river known as Maitaura, the location of which is shown on Allocation Plan MD 125 (SO 12264).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Maitaura River, as set out below.

#### **Ngāi Tahu association with the Maitaura River**

The area of the Maitaura River above the Maitaura Falls was traditionally used by the descendants of the Ngāti Mamoe chief, Parapara Te Whenua. The descendants of Parapara Te Whenua incorporate the lines of Ngāti Kurī from which the Mamaru family of Moeraki descend. Another famous tupuna associated with the river was Kiritekateka, the daughter of Parapara Te Whenua. Kiritekateka was captured by Ngāi Tahu at Te Anau and her descendants make up the lines of many of the Ngāi Tahu families at Ōtākou.

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

The Maitaura was an important mahinga kai, noted for its indigenous fishery. The Maitaura Falls were particularly associated with the taking of kanakana (lamprey). The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Maitaura, the relationship of people with the river and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and

- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Maitara River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Maitara River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Maitara River as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Maitara River (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Maitara River.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Maitara River.

Schedule 42: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 43**

### **Statutory acknowledgement for Moana Rua (Lake Pearson)**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the wetland known as Moana Rua (Lake Pearson), the location of which is shown on Allocation Plan MD 51 (SO 19840).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Moana Rua, as set out below.

#### **Ngāi Tahu association with Moana Rua**

The wetland area known to Pākehā as Lake Pearson is known to Ngāi Tahu as Moana Rua. The area falls along the route across the main divide which is now known as Arthurs Pass. The area was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the area.

This area was primarily used as a mahinga kai by Canterbury Ngāi Tahu, with weka, kākāpō and tuna (eels) being the main foods taken. The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

Several urupā are recorded in this immediate area. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Moana Rua, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Moana Rua or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Moana Rua as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Moana Rua (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Moana Rua.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Moana Rua.

Schedule 43: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 44

### Statutory acknowledgement for Motupōhue (Bluff Hill)

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Motupōhue as set out below.

#### Ngāi Tahu association with Motupōhue

The name Motupōhue is an ancient one, brought south by Ngāti Mamoe and Ngāi Tahu from the Hawkes Bay region where both tribes originated. The name recalls a history unique to the Ngāi Tuhaitara and Ngāti Kurī hapū that is captured in the line, "Kei korā kei Motupōhue, he pāreka e kai ana, nā tō tūtae" ("It was there at Motupōhue that a shag stood, eating your excrement").

Oral traditions say that the Ngāti Mamoe leader, Te Rakitauneke, is buried upon this hill. Te Rakitauneke's saying was: "Kia pai ai tāku titiro ki Te Ara a Kiwa" ("Let me gaze upon Foveaux Strait"). Some traditions also place another Ngāti Mamoe leader, Tū Te Makohu, on this hill.

For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity and solidarity, and document the events which shaped Ngāi Tahu as an iwi.

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

#### Purposes of statutory acknowledgement

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Motupōhue, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and

- (c) to empower the Minister responsible for management of Motupōhue or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Motupōhue as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Motupōhue (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Motupōhue.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Motupōhue.

Schedule 44: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## **Schedule 45**

### **Statutory acknowledgement for Moturau (Lake Manapōuri)**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the lake known as Moturau (Lake Manapōuri), the location of which is shown on Allocation Plan MD 40 (SO 12257).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Moturau, as set out below.

#### **Ngāi Tahu association with Moturau**

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

Tamatea and his party passed this way in their journey back to their homeland after their waka, Takitimu, broke its back at the mouth of the Waiau River. It was Tamatea who named the lake Moturau (possibly a woman's name but more likely to relate to the many islands found in the lake). Tamatea's party established a camp on the edge of the lake, which is probably under water now, and called it Whitiaka-te-rā (the shining of the sun), indicating that they enjoyed a very different experience of the lake from Rakaihautu. Other traditional names associated with the lake include Te Māui (North Arm), Te Tukeroa (Beehive), Manapōuri (north-eastern reach), Wairoa River (upper Waiau River), Te Rakatū (Garnock Burn), Te Konuotu-te-Makohu (Monument), and Huatea (South Arm).

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

A number of wāhi taonga and nohoanga associated with the lake are now under its waters. Eel weirs have been found at the Monument and Hope Arm of the lake, and there was a canoe manufacturing site at Pigeon Island. Such wāhi taonga are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna.

As a mahinga kai, the lake was important for the fowling it offered Murihiku coastal settlements in summer. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka (landing places), places for gathering kai and other taonga, ways in which to use the resources of Moturau, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Moturau, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Moturau or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Moturau as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Moturau (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Moturau.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Moturau.

Schedule 45: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 46

### Statutory acknowledgement for Ō Tū Wharekai (Ashburton Lakes)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the wetland known as Ō Tū Wharekai (Ashburton Lakes), the location of which is shown on Allocation Plan MD 53 (SO 19841).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Ō Tū Wharekai, as set out below.

#### Ngāi Tahu association with Ō Tū Wharekai

The creation of the Ō Tū Wharekai wetlands is associated with Tū Te Rakiwhānoa and his shaping of Te Wai Pounamu (the South Island) to make it habitable for humans. The Ō Tū Wharekai complex was created as Tū Te Rakiwhānoa arranged the debris in the Waka o Aoraki while forming the harbours and plains and heaping up mountains of the interior.

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

The name Ō Tū Wharekai actually relates to the part of the complex known as the Māori Lakes. The other lakes and wetlands which make up the complex also have their own names.

Important nohoanga (settlements) associated with seasonal mahinga kai gathering and travel to and through this area included: Tūtaewera, Hatere, Uhi, Matakou, Kirihonuhonu, Ōtautari, Punataka, Te Kiakia, and Tamatakou.

The complex was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetlands. Mahinga kai resources taken from the area included: tuna (eels), weka, kākā, kererū, tūī, pūkeko and other waterfowl, aruhe, kiore, kauru, mataī and pōkākā.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the wetlands, the relationship of people with the area and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Ō Tū Wharekai, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Ō Tū Wharekai or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Ō Tū Wharekai as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Ō Tū Wharekai (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Ō Tū Wharekai.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Ō Tū Wharekai.

Schedule 46: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 47

### Statutory acknowledgement for Ōkari Lagoon

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the wetland known as Ōkari Lagoon, the location of which is shown on Allocation Plan MD 49 (SO 15494).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Ōkari Lagoon, as set out below.

#### Ngāi Tahu association with Ōkari Lagoon

Manawhenua (tribal authority over the area) was gained through Ngāi Tahu's defeat of Ngāti Wairaki, Tūmatakōkiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

This hāpua (estuary) once supported a number of significant kāinga nohoanga (settlements) including Tauraka, Ōmau, Ōweka, Ōrowaiti, Te Kuha, Ōrikaka, Waimakaroa and Whareātea. As a result of this pattern of occupation, there are a number of recorded and unrecorded archaeological sites associated with Ōkari, including middens. Such sites are a focus for memories of Ngāi Tahu tūpuna and, as such, are wāhi taonga to the descendants of those tūpuna.

Ōkari was and still is a significant spawning ground and kōhanga (nursery) for a variety of fish species and a significant breeding area for manu (birds). The lagoon remains a source of rich and abundant harvests.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

As a mark of the significance of the area as a mahinga kai and because of the kainga nohoanga, a reserve was set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale.

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

**Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Ōkari Lagoon, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Ōkari Lagoon or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Ōkari Lagoon as provided in section 211 (clause 12.2.5 of the deed of settlement).

**Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Ōkari Lagoon (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Ōkari Lagoon.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Ōkari Lagoon.

Schedule 47: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## Schedule 48

### Statutory acknowledgement for Ōkārito Lagoon

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the wetland known as Ōkārito Lagoon, the location of which is shown on Allocation Plan MD 47 (SO 12510).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Ōkārito Lagoon, as set out below.

#### **Ngāi Tahu association with Ōkārito Lagoon**

The Ōkārito Lagoon area was traditionally occupied by the Ngāti Wairaki and Rapuwai hapū before Ngāi Tahu gained manawhenua (tribal authority over the area). The area was important as the site of the Ngāti Wairaki Whare Wānanga. It was to this wānanga that the Ngāi Tahu rangatira (chiefs) went so as to learn the whakapapa to the South Island. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Ngāi Tahu as an iwi.

Ōkārito is well known as the place occupied by the kōtuku (white heron) and there are many Ngāi Tahu waiata (songs) that tell the tale of the kōtuku.

The lagoon was also a rich mahinga kai. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory

- acknowledgement in relation to Ōkārito Lagoon, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Ōkārito Lagoon or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
  - (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Ōkārito Lagoon as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Ōkārito Lagoon (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Ōkārito Lagoon.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Lake Ōkārito.

Schedule 48: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 49**

### **Statutory acknowledgement for Ōrakipaoa Wetland**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the wetland known as Ōrakipaoa, the location of which is shown on Allocation Plan MD 54 (SO 19842).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Ōrakipaoa, as set out below.

#### **Ngāi Tahu association with Ōrakipaoa**

The creation of the Ōrakipaoa wetlands is associated with Tū Te Rakiwhānoa and his shaping of the island to make it habitable for humans. Ōrakipaoa was created as Tū Te Rakiwhānoa arranged the debris from the Waka o Aoraki while forming the harbours and plains and heaping up mountains of the interior.

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

One of the first explorers recorded in the area was Rakaihouia, son of Rakaihautu, who was given the task of exploring the east coast of the South Island for suitable harbours, settlement sites and food resources. Rakaihouia met up with Rakaihautu at Waihao, just to the south of Ōrakipaoa, as Rakaihautu returned overland from Murihiku. From the time of Rakaihouia, the area was occupied in succession by Waitaha, Ngāti Mamoe and Ngāi Tahu, who established a number of settlements and pā at Ōrakipaoa.

The old pā site of Te Waiaruatī was occupied as a strong defensive position during the time of Te Rauparaha and earlier periods. The kāinga of Te Rehe was on an island (Harakeke Tautoro) which was once surrounded by extensive swamplands, through which ran numerous creeks and waterways. Other pā and settlements within the Ōrakipaoa wetland complex include Ōrāhui and Hawea.

As well as being an area of permanent occupation, Ōrakipaoa formed part of numerous trails. Trails followed river valleys into the interior, as the populous settlements in the area required regular excursions to gather mahinga kai and other resources from further afield. Ōrakipaoa was also a tauranga waka and one of the stopping-off places for those travelling between Te Taumutu and Ōtākou.

The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the trails. The wet-

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

Mahinga kai resources were gathered from Ōrakipaoa over many generations. A wide range of mahinga kai were found within the complex, including coastal and estuarine as well as freshwater resources. The area was renowned for its eeling and bird hunting. Other fisheries for which the area was known included inaka (whitebait) and wet fish, minnows, the now-extinct grayling, giant kōkopu, flounders, mullet, and small fish known as panako, pipiki and paraki. The complex was also a source of tī kouka (cabbage tree).

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the wetlands, the relationship of people with the area and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Ōrakipaoa, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Ōrakipaoa or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Ōrakipaoa as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Ōrākipaoa (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Ōrākipaoa.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Ōrākipaoa.

Schedule 49: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 50

### Statutory acknowledgement for Ōreti River

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the river known as Ōreti, the location of which is shown on Allocation Plan MD 123 (SO 12262).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Ōreti River, as set out below.

#### Ngāi Tahu association with the Ōreti River

The Ōreti River traverses a significant area of Murihiku, stretching from its mouth at Invercargill almost to the edge of Whakatipu-wai-māori (Lake Wakatipu). As such, it formed one of the main trails inland from the coast, with an important pounamu trade route continuing northward from the headwaters of the Ōreti and travelling, via the Mavora or Von River Valley, to the edge of Wakatipu and onto the Dart and Routeburn pounamu sources. Indeed, pounamu can be found in the upper reaches of the Ōreti itself.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Ōreti, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The kai resources of the Ōreti would have supported numerous parties venturing into the interior, and returning by mōkihi (vessels made of raupō), laden with pounamu and mahinga kai. Nohoanga (temporary campsites) supported such travel by providing bases from which the travellers could go water fowling, eeling and catching inaka (whitebait), and were located along the course of Ōreti River.

There were a number of important settlement sites at the mouth of the Ōreti, in the New River estuary, including Ōmāui, which was located at the mouth of the Ōreti, where it passes the New River Heads. Ōue, at the mouth of the Ōreti River (New River estuary), opposite Ōmāui, was one of the principal settlements in Murihiku. Honekai who was a principal chief of Murihiku in his time was resident at this settlement in the early 1820s, at the time of the sealers. In 1850 there were said to still be 40 people living at the kaik at Ōmāui under the chief Mauhe.

As a result of this pattern of occupation, there are a number of urupā located at the lower end of the Ōreti, in the estuarine area. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Ōreti River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Ōreti River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Ōreti River as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Ōreti River (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Ōreti River.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Ōreti River.

Schedule 50: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## Schedule 51

### Statutory acknowledgement for Pikirakatahi (Mount Earnslaw)

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Pikirakatahi as set out below.

#### Ngāi Tahu association with Pikirakatahi

The creation of Pikirakatahi (Mt Earnslaw) relates in time to Te Waka o Aoraki, and the efforts of Tū Te Rakiwhānoa. It is said that during its formation a wedge of pou-namu was inserted into this mountain, which is the highest and most prominent peak in this block of mountains. The mountain is also linked to the travels of Rakaihautu, who dug out the great lakes of the interior with his kō (a tool similar to a spade), known as Tū Whakaroria and later renamed Tuhiraki at the conclusion of the expedition.

The origins of the name "Pikirakatahi" have been lost, but it is known that many places and physical features have more than one name, reflecting the traditions of the successive iwi who peopled the land. It is, however, likely that the name relates to Rakaihautu or subsequent people, as most of the prominent lakes, rivers and mountains of the interior take their name from the journey of Rakaihautu.

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

Pikirakatahi was of crucial significance to the many generations that journeyed to that end of Whakatipu-wai-māori (Lake Wakatipu) and beyond. Staging camps for the retrieval of pounamu were located at the base of the mountain, while semi-permanent settlements related to the pounamu trade were located closer to the lake.

Pikirakatahi stands as kaitiaki (guardian) over the pounamu resource and marks the end of a trail, with the tohu (marker) to the pounamu resource sitting opposite on Koroka (Cosmos Peak). The tūpuna (ancestors) had considerable knowledge of whakapapa, traditional trails, places for gathering kai (food) and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The retrieval of large amounts of pounamu from this source, so far inland and over a range of physical barriers, attests to the importance of this resource to the economy and customs of the iwi over many generations. The people would also gather native birds for kai, and firewood with which to cook and provide warmth, from the forests covering the lower flanks of Pikirakatahi. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the mountain. It is because of these patterns of activity that Pikirakatahi continues to be important to rūnanga located in Otago, Murihiku and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Pikirakatahi, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Pikirakatahi or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Pikirakatahi as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to

Pikirakatahi (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Pikirakatahi.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Pikirakatahi.

Schedule 51: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 52

### Statutory acknowledgement for Pomahaka River

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the river known as Pomahaka, the location of which is shown on Allocation Plan MD 12 (SO 24726).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Pomahaka River, as set out below.

#### Ngāi Tahu association with the Pomahaka River

The Pomahaka was an important mahinga kai for Ngāti Mamoe and Ngāi Tahu kāinga (settlements) in the Catlins and Tautuku areas. The river was particularly noted for its kanakana (lamprey) fishery. Other mahinga kai associated with the river included weka and other manu (birds).

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Pomahaka, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

#### Purposes of statutory acknowledgement

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Pomahaka River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Pomahaka River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and

- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Pomahaka River as provided in section 211 (clause 12.2.5 of the deed of settlement).

**Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

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

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Pomahaka River.

Schedule 52: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 53

### Statutory acknowledgement for Pouerua (Saltwater Lagoon)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the wetland known as Pouerua (Saltwater Lagoon), the location of which is shown on Allocation Plan MD 48 (SO 12511).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Pouerua, as set out below.

#### Ngāi Tahu association with Pouerua

Manawhenua (tribal authority over the area) was gained through Ngāi Tahu's defeat of Ngāti Wairaki, Tūmatakōkiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

Pouerua once supported a number of significant kāinga nohoanga (settlements) including one on the lagoon itself, and others at the mouths of the Waitangi Taona, Waitangi Roto, Whataroa and Poherua Rivers. As a result of this pattern of occupation, there are urupā and archaeological sites associated with Pouerua. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

Pouerua was and still is a significant spawning ground and kōhanga (nursery) for a variety of fish species and a significant breeding area for manu (birds). The lagoon remains a source of rich and abundant harvests.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lagoon, the relationship of people with the lagoon and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

As a mark of the significance of the area as a mahinga kai and because of the kāinga nohoanga, reserves were set aside for Ngāi Tahu in this area at the time of the 1860 Arahura Deed of Sale. It was at Pouerua in 1860 that the Crown agent James Mackay sealed the purchase of Te Tai Poutini (the West Coast) from the chiefs of Poutini Ngāi Tahu, although the Arahura Deed giving effect to this purchase was actually signed at Māwhera.

The mauri of Pouerua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Pouerua, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Pouerua or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Pouerua as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Pouerua (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Pouerua.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Pouerua.

Schedule 53: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 54

### Statutory acknowledgement for Punatarakao Wetland

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the wetland known as Punatarakao, the location of which is shown on Allocation Plan MD 137 (SO 19858).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Punatarakao, as set out below.

#### **Ngāi Tahu association with Punatarakao**

The Punatarakao wetland near the mouth of the Waihao river was a noted mahinga kai and traditional Ngāi Tahu occupation site. One of the principal traditions relating to the area tells that it is guarded by the taniwha, Tū Te Rakiwhānoa, who was said to appear as a sign of death.

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

Punatarakao was the site of a Ngāi Tahu village, and was also famous for its Whare Wānanga, where tohunga went to learn. As a result of this history of occupation, there are a number of urupā and wāhi tapu in the area. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

It was the mahinga kai of the Punatarakao wetland area which made it attractive as an occupation site. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the area, the relationship of people with the area and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—



- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Punatarakao, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Punatarakao or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Punatarakao as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Punatarakao (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Punatarakao.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Punatarakao.

Schedule 54: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 55

### Statutory acknowledgement for Rangitata River

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the river known as Rangitata, the location of which is shown on Allocation Plan MD 115 (SO 19851).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Rangitata River, as set out below.

#### Ngāi Tahu association with the Rangitata River

The Rangitata was a major mahinga kai for Canterbury Ngāi Tahu. Weka and other forest birds were the main foods taken from the inland reaches of the Rangitata. Tutu berries were also taken along the waterway.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The river was sometimes used by Ngāi Tahu parties from Canterbury as part of a trail to Te Tai Poutini (the West Coast). The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The river was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the river.

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

#### Purposes of statutory acknowledgement

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and

- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Rangitata River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Rangitata River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Rangitata River as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

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

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Rangitata River.

Schedule 55: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 56

### Statutory acknowledgement for Taramakau River

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the river known as Taramakau, the location of which is shown on Allocation Plan MD 110 (SO 12513).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Taramakau River, as set out below.

#### Ngāi Tahu association with the Taramakau River

Manawhenua (tribal authority over the area) was gained through Ngāi Tahu's defeat of Ngāti Wairaki, Tūmatakōkiri and Ngāti Toa. For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

The Taramakau River was and still is a significant indigenous fishery and source of manu (birds). The river remains a source of rich and abundant harvests. The area is noted particularly for its tuna (eel) and inaka (whitebait) fisheries.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

There was a pā at the mouth of the river, and kainga nohoanga (temporary settlements) were established along the length of the river which were related to the taking of mahinga kai and, in particular, the retrieval of pounamu. The river itself was, therefore, a significant part of the pounamu trail, via which the taonga was transported from its source to be traded up and down the country.

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

The mauri of Taramakau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Taramakau River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Taramakau River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Taramakau River as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Taramakau River (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Taramakau River.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Taramakau River.

Schedule 56: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 57

### Statutory acknowledgement for Takapo (Lake Tekapo)

ss 205, 206

#### Statutory area

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

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Takapo, as set out below.

#### Ngāi Tahu association with Takapo

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

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

Takapo was often occupied by Ngāi Tahu and, like most lakes, there are traditions of a taniwha connected with it. Tradition has it that the tohunga Te Maiharoa is the only person to have swum the lake and escaped the taniwha. This story is told to demonstrate that the mana of Te Maiharoa was greater than that of the taniwha of the lake.

As a result of this history of occupation, there are a number of urupā associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

Takapo served as a mahinga kai for South Canterbury Ngāi Tahu. Waterfowl and eel were the main foods taken from this lake. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Takapo, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Takapo or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Takapo as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Takapo (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Takapo.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Takapo.

Schedule 57: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 58

### Statutory acknowledgement for Te Ana-au (Lake Te Anau)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Te Ana-au (Lake Te Anau), the location of which is shown on Allocation Plan MD 42 (SO 12259).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Te Ana-au, as set out below.

#### Ngāi Tahu association with Te Ana-au

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

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

Te Ana-au figures in Ngāi Tahu histories as one of the last places where Ngāi Tahu and Ngāti Mamoe came into conflict after the peace established between Rakihihia and Te Hautapunui o Tū. After Rakihihia had died, his bones were stripped of flesh and were buried in a cave on a cliff facing the seaside near Dunedin. However, a landslide led to the bones being uncovered. The bones were found by Ngāi Tahu fishermen and made into fish hooks, an act designed to insult. Among Māori it was a practice to take the bones of enemy leaders who had recently died, fashion them into fish hooks and present fish caught with them to the enemy as a gift. Once the fish had been eaten, the enemy would be told they had feasted on fish that had in turn feasted on their dead.

While Ngāi Tahu were fishing with their Ngāti Mamoe relations, one of the Ngāi Tahu fishermen referred to the fish biting the bones of Rakihihia. The Ngāti Mamoe fisherman recognised the insult and checked the cave in which their leader had been interred. Finding that the grave had been desecrated, the Ngāti Mamoe found and killed the son of a senior Ngāi Tahu rangatira (chief). Before Ngāi Tahu could retaliate, the Ngāti Mamoe were warned that they should leave the coast for the inland lakes



where they would not be found. Ngāti Mamoe headed to Te Ana-au. Among this Ngāti Mamoe party was Rakiihia's brother, Pukutahi. Pukutahi fell sick along Te Ana-au's shoreline and rested while his followers explored the lake to find a safer place.

Approaching the lakes, Te Hau, the leader of the Ngāi Tahu party, observed that the fugitives had divided in two, and unfortunately for Pukutahi, decided to follow the trail up to Te Ana-au. The Ngāti Mamoe camp was found and in the morning the chiefs of Ngāti Mamoe, including Pukutahi, were killed. This was to be one of the last battles between the tribes.

The lake was an important mahinga kai in the interior. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Te Ana-au, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Te Ana-au, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Te Ana-au or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Te Ana-au as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Te Ana-au (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Te Ana-au.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Ana-Au.

Schedule 58: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 59

### Statutory acknowledgement for Te Ao Mārama (Lake Benmore)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Te Ao Mārama (Lake Benmore), the location of which is shown on Allocation Plan MD 130 (SO 19857 (Canterbury Land District) and SO 24748 (Otago Land District)).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Te Ao Mārama, as set out below.

#### Ngāi Tahu association with Te Ao Mārama

While the man-made Te Ao Mārama is obviously a comparatively recent creation on the landscape, it overlays the path of the Waitaki River, which is very significant to Ngāi Tahu as the pathway of the waters from Aoraki to the sea. Ngāi Tahu Whānui always recognise and pay respects to Waitaki as a significant element of their being, and identity, a creation of the atua (gods), further moulded by Tū Te Rakiwhānoa and his assistants, one of whom was Marokura who stocked the waterways.

In addition, the lake now covers areas which have been very important in Ngāi Tahu history. The Ahuriri arm of the lake was the site of Te Ao Mārama, the nohoanga that Te Maiharoa was evicted from by the constabulary in the late 1800s. It is in memory of this that the lake is now referred to by the same name. A number of other nohoanga existed in the area the lake now covers, and these were among the 170 which one record lists as existing in the Waitaki basin. One of these was at Sailors Cutting, and was known as Te Whakapiri a Te Kaiokai.

Many wāhi tapu and wāhi taonga were also drowned by Te Ao Mārama, including a number of rock art sites, while others still survive. Urupā associated with the nohoanga in the area also lie under the lake. These are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

An important and productive fishery exists in the lake, with the Haldane and Ahuriri arms once rich in long-finned eels, although in more recent times the fishery has been depleted. Freshwater mussels (waikākahi) are also available in the Ahuriri shallows. Excellent stands of raupō grow on the edge of the lake, adjacent to the deep water. This hardy plant, which was traditionally used for kai and in the making of mōkihi (a type of waka, or canoe, used on inland waterways) is not affected by the heavy frosts of the area or cattle grazing. The Ahuriri arm was also an important waterfowl and weka habitat.

Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the area. These whakapapa rights and relationships still apply to the lake itself.

The area which the lake now covers was once a major route from coast to coast: to Hawea and Wanaka via the Lindis Pass, and to the West Coast via Ōkuru or Haast Pass. There was also a trail via the Lindis through into the Central Otago summer resorts, mahinga kai and pounamu resources. Trails linked to seasonal resource gathering lead into the Ōhau, Pūkaki and Takapo, Alexandrina and Whakarukumoana catchments. These were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land and waterways.

Wai-para-hoanga meaning literally “water of grinding stone dirt” is a descriptive name for the water that once flowed unhindered in the Waitaki, sourced from Pūkaki, Takapo and Ōhau, and ultimately from Aoraki itself.

Notwithstanding more recent man-made changes to the landscape and waterways, the mauri of Te Ao Mārama represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Te Ao Mārama, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Te Ao Mārama or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Te Ao Mārama as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

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

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Ao Mārama.

Schedule 59: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 60

### Statutory acknowledgement for Te Tauraka Poti (Merton Tidal Arm)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the wetland known as Te Tauraka Poti (Merton Tidal Arm), the location of which is shown on Allocation Plan MD 56 (SO 24722).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Te Tauraka Poti, as set out below.

#### Ngāi Tahu association with Te Tauraka Poti

Te Tauraka Poti, fed by the streams known as Kirikiri Whakahoro and Kokonui, was a major mahinga kai for kāinga and pā located on the coast north of the Otago Peninsula. The wetlands were a rich source of kai, including tuna (eels), mōhoao (black flounder), giant kōkopu and water fowl. The wetlands were particularly valued as a spawning ground for inaka (whitebait).

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Te Tauraka Poti, the relationship of people with the wetland and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

As a result of this history of use, there are a number of wāhi taonga within the wetland area, including middens and other evidence of occupation. These are important as places holding the memories of Ngāi Tahu tūpuna.

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

Much of Te Tauraka Poti's continuing significance to Ngāi Tahu lies in the fact that it is the only remaining wetland area of any significance in the vicinity. The mauri of Te Tauraka Poti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetland.

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Te Tauraka Poti, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Te Tauraka Poti or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Te Tauraka Poti as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Te Tauraka Poti (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Te Tauraka Poti.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Tauraka Poti.

Schedule 60: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 61

### Statutory acknowledgement for Te Wairere (Lake Dunstan)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Te Wairere (Lake Dunstan), the location of which is shown on Allocation Plan MD 490 (SO 24729).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Te Wairere, as set out below.

#### Ngāi Tahu association with Te Wairere

The name "Te Wairere" refers to the speed with which the river once ran at this point. The whole of the Mata-au (Clutha River), on which Te Wairere lies, was part of a mahinga kai trail that led inland and was used by Otago hapū including Kāti Kurī, Ngāti Ruahikihiki, Ngāti Huirapa and Ngāi Tuahuriri. The river was used as a highway into the interior, and provided many resources to sustain travellers on that journey. The river was a significant indigenous fishery, providing tuna (eels), kanakana (lamprey) and kōkopu in the area over which Te Wairere now lies. Manu (birds), including moa, were taken from areas adjoining the river, over which the lake now lies.

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

The waterway was also very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded north and south. Because of its location at the confluence of Mata-au and Kawarau Rivers, Te Wairere was an important staging post on journeys inland and down-river. A tauranga waka and nohoanga sited at the junction of the two rivers acted as such a staging post. As a result of this history of use and occupation there are a number of wāhi taonga (including rock shelters and archaeological sites) in the area, some of which are now under the waters of the lake. Wāhi tapu are important as places holding the memories and traditions of Ngāi Tahu tūpuna.

The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the river. The waterway was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails con-



tinues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the waterway.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Te Wairere, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Te Wairere or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Te Wairere as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Te Wairere (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Te Wairere.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Wairere.

Schedule 61: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 62**

### **Statutory acknowledgement for Tititea (Mount Aspiring)**

ss 205, 206

#### **Statutory area**

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

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Tititea as set out below.

#### **Ngāi Tahu association with Tititea**

As with all principal maunga (mountains), Tititea is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents. Tititea is a prominent and majestic peak, clearly visible from a number of vantage points in the south, and its role in Ngāi Tahu's creation stories gives rise to its tapu status. From the heights above Te Ana-au (Lake Te Anau), it is a particularly impressive sight when the sun is setting.

The most common Ngāi Tahu name for the mountain known to Pākehā as Mount Aspiring is Tititea, referring to the mountain's white peak. It is not unusual, however, for places and physical features to have more than one name, reflecting the traditions of the successive iwi who peopled the land. Other names for the mountain include "Mākahi Tā Rakiwhānoa" (referring to a wedge belonging to Tū Te Rakiwhānoa) and "Ōtapahu", which may refer to a type of dogskin cloak.

The Bonar Glacier is known as Hukairoroa Tā Parekiore (which refers to the long, hard glacial ice and crevasses formed by Parekiore). Parekiore was a giant who used to stalk up and down the South and North Islands taking tīī (muttonbirds) northwards and returning with kūmara. The lakes represent his footprints and the frozen splashes from his footsteps in the south were transformed into glaciers.

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

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

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Tititea, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Tititea or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Tititea as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Tititea (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Tititea.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Tititea.

Schedule 62: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 63**

### **Statutory acknowledgement for Toi Toi Wetland, Rakiura**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the wetland known as Toi Toi, the location of which is shown on Allocation Plan MD 135 (SO 12266).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Toi Toi, as set out below.

#### **Ngāi Tahu association with Toi Toi**

Toi Toi wetland is particularly significant to Ngāi Tahu as a kākāpō habitat. The kākāpō, once a prized mahinga kai for Ngāi Tahu, used the wetland as a feeding ground.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Toi Toi, the relationship of people with the wetland and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

Much of Toi Toi's value lies in its pristine and unmodified character. The mauri of Toi Toi represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetland.

#### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Toi Toi as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Toi Toi or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and

- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Toi Toi as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Toi Toi (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Toi Toi.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Toi Toi.

Schedule 63: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 64**

### **Statutory acknowledgement for Tokatā (The Nuggets)**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the area known as Tokatā (The Nuggets), as shown on Allocation Plan MS 10 (SO 24699).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Tokatā as set out below.

#### **Ngāi Tahu association with Tokatā**

The creation and shaping of Tokatā and the surrounding coastline relates in time to Te Waka o Aoraki, and the subsequent efforts of Tū Te Rakiwhānoa. The name Tokatā is a reference to the Nuggets, however, the individual nuggets also carry their own names: Te Ana Puta has a cave in it, Pae Kōau is frequented by shags, three small nuggets on the north side are known collectively as Makunui and support a large seal colony, while the nugget furthest out to sea is Porokaea. The hill on which the lighthouse stands is known to Ngāi Tahu as Taumata o Te Rakipokia, and a cave on the north side of this hill is Te Ana o Kātiwairua. For Ngāi Tahu, such traditional names and their associated histories reinforce tribal identity and solidarity, and continuity between generations, and document the events that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

The great explorer Rakaihautu passed by this area of the Otago coast on his journey northward, and the area was subsequently visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. This area of the Otago coast has many reminders of the uneasy relationships that once existed between Ngāti Mamoe and Ngāi Tahu. Skirmishes between the two iwi occurred intermittently just to the north. However, one battle occurred within the area referred to as Tokatā after which some of the fallen were cooked. As a result of this activity, this area is now a wāhi tapu. Such wāhi tapu are the resting places of Ngāi Tahu tūpuna (ancestors) and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

Tokatā is a significant physical marker on the South Otago coast, with waka (canoes) voyaging south and north, or out to sea on fishing expeditions utilising it as a bearing marker. It also acted as a pointer to the safe tauranga waka (landing place) in Kaimā-taitai Bay, just to the north. The tūpuna had an intimate knowledge of navigation, sea routes, safe harbours and landing places, and the locations of food and other resources on the coast. Tokatā therefore formed an integral part of a network of trails which

were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land and sea. Tokatā also marks the south-eastern boundary of the Ōtākou Sale Deed area, marked out in 1844.

A variety of mahinga kai (principally kaimoana—seafood) is available at Tokatā. The extensive rocky intertidal zone provides paua, kutai (mussels) and kōura (crayfish) in abundance. The fur seal, leopard seal and sea lion all rest here, with their pups forming a ready source of kai in days gone by. Gull eggs, kōau (shags) and tītī (muttonbirds) were also harvested in the area. An excellent rimurapa (kelp) resource was utilised for making poha (storage bags), capable of preserving the tītī for up to two years. Excellent fishing grounds seaward of Tokatā supplied the resources of the coast.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the land and sea, the relationship of people with the coastline and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Tokatā, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Tokatā or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Tokatā as provided in section 211 (clause 12.2.5 of the deed of settlement).



### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Tokatā (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Tokatā.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Tokatā.

Schedule 64: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 65

### Statutory acknowledgement for Tūtae Putaputa (Conway River)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the area known as Tūtae Putaputa (Conway River), the location of which is shown on Allocation Plan MD 109 (SO 7328 (Marlborough Land District) and SO 19906 (Canterbury Land District)).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Tūtae Putaputa, as set out below.

#### Ngāi Tahu association with the Tūtae Putaputa

This river, and the mahinga kai which it provided, fell under the mana of the Ngāi Tahu Wairaki chief Rakatuarua until Ngāi Tahu gained manawhenua (tribal authority over the area) by way of the Ngāti Kurī hapū.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The resources of the river once supported a nearby pā built by the Ngāti Mamoe leader, Tukiauau. Tukiauau eventually abandoned this pā for another site just south of Dunedin.

There are numerous urupā and wāhi tapu associated with the river, particularly in the vicinity of the pā, Pariwhakatau. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

#### Purposes of statutory acknowledgement

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Tūtae Putaputa, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Tūtae Putaputa or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Tūtae Putaputa as provided in section 211 (clause 12.2.5 of the deed of settlement).

#### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

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

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Tūtae Putaputa.

Schedule 65: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 66

### Statutory acknowledgement for Tūtoko

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the mountain known as Tūtoko, as shown on Allocation Plan MS 3 (SO 24747 (Otago Land District) and SO 12231 (Southland Land District)).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Tūtoko as set out below.

#### Ngāi Tahu association with Tūtoko

The Fiordland area, within which Tūtoko stands, represents, in tradition, the raised-up sides of Te Waka o Aoraki, after it foundered on a submerged reef and its occupants, Aoraki and his brothers, were turned to stone. These people are now manifested in the highest peaks in Kā Tiritiri o Te Moana (the Southern Alps). The fiords at the southern end of the Alps were carved out of the raised side of the wrecked Waka o Aoraki by Tū Te Rakiwhānoa, so as to make the waka (canoe) habitable by humans. The deep gorges and long waterways that are the fiords were provided as safe havens on this rugged coast, and stocked with fish, forest and birds to sustain humans.

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

Tūtoko is not, in fact, the original name of the maunga (mountain), but was applied by Dr J. Hector in 1863 after he met the old rangatira (chief) Tūtoko and his two daughters, Sara and May. The hills to the north of the Kōtuku River are named the Sara Hills, and those to the south May Hills, after these daughters. The use of this name is seen as appropriate to Ngāi Tahu, as Tūtoko was an important rangatira of this region at that time, and is represented by the mountain.

Tūtoko is the kaitiaki (guardian) of Whakatipuwaitai, the westernmost creation of Rakaihautu and the southernmost kāinga (settlement) of Te Tai Poutini (West Coast) pounamu trails, which provides access to koko-takiwai (a type of pounamu) at Piopiotahi (Milford Sound) and Poison Bay further to the south. The kāinga was also an important staging post for travel into the Lake Wakatipu area via the Hollyford Valley. All of these trails, whether by land or by sea, lie under the shadow of Tūtoko.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it, and tika-

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

Mountains such as Tūtoko are linked in whakapapa to the gods, and being the closest earthly elements to Raki the sky father, they are likened to the children of Raki and Papa, reaching skyward. The mauri of Tūtoko represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Tūtoko, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Tūtoko or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Tūtoko as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Tūtoko (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Tūtoko.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Tūtoko.

Schedule 66: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 67**

### **Statutory acknowledgement for Uerau (Mount Uerau)**

ss 205, 206

#### **Statutory area**

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

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Uerau, as set out below.

#### **Ngāi Tahu association with Uerau**

The name Uerau should properly be spelt Uerau, which is the name of an important Ngāi Tahu tupuna (ancestor) with Ngāti Mamoe descent lines. In particular, those descent lines lead down to Tura, a principal tupuna for Ngāti Mamoe, Ngāti Wairaki and Rapuwai - all of which are constituents of the iwi known today as Ngāi Tahu. For Ngāi Tahu, such placing of tūpuna names on significant landscape features serves as a reminder of tribal identity and solidarity, and continuity between generations, and documents events that have shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

As with all principal maunga (mountains), Uerau is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents. Like the rest of the mountains in this region, Uerau is closely connected with the Arai Te Uru tradition, which tells that many of the mountains of the Southern Alps and Kaikōura Ranges are the manifestations of the survivors of the Arai Te Uru waka (canoe) which foundered at Moeraki, on the north Otago coast.

This area was used by Ngāi Tahu as a mahinga kai (food gathering place) where birds, particularly tītī (muttonbirds) were harvested. The tūpuna had considerable knowledge of such places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

There are a number of urupā (burial places) in this area unique to the descendants of Tura. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

The Kāti Kurī hapū of Ngāi Tahu has manawhenua (tribal authority over land) and carries the responsibilities of kaitiaki in relation to the area. The hapū is represented by the tribal structure, Te Rūnanga o Ngāi Tahu.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Uerau, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Uerau or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Uerau as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Uerau (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Uerau.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Uerau.

Schedule 67: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## Schedule 68

### Statutory acknowledgement for Uruwera (Lake George)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the wetland known as Uruwera (Lake George), the location of which is shown on Allocation Plan MD 59 (SO 12261).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Uruwera, as set out below.

#### Ngāi Tahu association with Uruwera

Lake George is known to Ngāi Tahu as Uruwera, named after a descendant of the Waitaha rangatira (chief), Rakaihautu. Uruwera's descent lines lead to Te Ropuake, the wife of Mako, a leading chief of Ngāti Irakehu of Banks Peninsula. Te Ropuake's mother was Hine Te Awheka, wife of Te Rakiwhakaputa, another leading Ngāi Tahu chief who eventually occupied Rapaki on Banks Peninsula. Both Mako and Te Rakiwhakaputa migrated to Canterbury with the Ngāi Tahu hapū, Ngāi Tuhaitara. Examples such as this demonstrate the interconnected nature of Ngāi Tahu whakapapa.

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

Foods taken from this mahinga kai included tuna (eels), inaka (whitebait) and water fowl. Uruwera has been in continual use by Ngāi Tahu as a mahinga kai for many generations. The lake is a particularly important resource for Ngāi Tahu from Ōraka, Awarua and Ruapuke.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Uruwera, the relationship of people with the lake and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

As a result of this history of use, there are a number of urupā associated with Uruwera. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

The mauri of Uruwera represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Uruwera, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Uruwera or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Uruwera as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Uruwera (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Uruwera.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Uruwera.

Schedule 68: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 69**

### **Statutory acknowledgement for Waiau River**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the river known as Waiau, the location of which is shown on Allocation Plan MD 124 (SO 12263).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Waiau, as set out below.

#### **Ngāi Tahu association with the Waiau**

The Waiau River features in the earliest of traditional accounts, and was a place and resource well known to the earliest tūpuna (ancestors) to visit the area. Rakaihautu and his followers traced the Waiau from its source in Te Ana-au (Lake Te Anau) and Motu-ua or Moturau (Lake Manapōuri), to its meeting with the sea at Te Wae Wae Bay.

The waka Takitimu, under the command of the rangatira (chief) Tamatea, was wrecked near the mouth of the Waiau River and the survivors who landed at the mouth named the river "Waiau" due to the swirling nature of its waters. Tamatea and his party made their way up the river to Lake Manapōuri where they established a camp site. The journey of Tamatea was bedevilled by the disappearance of Kaheraki who was betrothed to Kahungunu, a son of Tamatea. Kaheraki strayed away from the party, and was captured by the Maeroero (spirits of the mountain).

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

The Waiau has strong links with Waitaha who, following their arrival in the waka Uruao, populated and spread their influence over vast tracts of the South Island. They were the moa hunters, the original artisans of the land. There are remnants of Waitaha rock art associated with the river. Surviving rock art remnants are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.

There is also a strong Ngāti Mamoe influence in this area of the country. Ngāti Mamoe absorbed and intermarried with the Waitaha and settled along the eastern coast of Te Wai Pounamu. The arrival of Ngāi Tahu in Te Wai Pounamu caused Ngāti Mamoe to become concentrated in the southern part of the island, with intermarriage between the two iwi occurring later than was the case further north. The result is that there is a greater degree of Ngāti Mamoe influence retained in this area than in other

parts of the island. These are the three iwi who, through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui.

Numerous archaeological sites and wāhi taonga attest to the history of occupation and use of the river. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna. The main nohoanga (occupation site) on the Waiau was at the mouth and was called Te Tua a Hatu. The rangatira (chief) Te Wae Wae had his kāinga nohoanga on the left bank of the Waiau River mouth.

The Waiau, which once had the second largest flow of any river in New Zealand, had a huge influence on the lives and seasonal patterns of the people of Murihiku, over many generations. The river was a major mahinga kai: aruhe (fernroot), tī root, fish, tuna (eels), shellfish and tutu were gathered in the summer, a range of fish were caught in the autumn, kanakana (lamprey) were caught in the spring, while the people were largely reliant during winter on foods gathered and preserved earlier in the year. Rauri (reserves) were applied to the mahinga kai resources, so that people from one hapū or whānau never gathered kai from areas of another hapū or whānau. Some 200 species of plants and animals were utilised by Ngāi Tahu as a food resource in and near the Waiau.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Waiau, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

Place names provide many indicators of the values associated with different areas, including Waiharakeke (flax), Papatōtara (tōtara logs or bark), Kirirua (a type of eel found in the lagoon), Te Rua o te Kaiamio (a rock shelter that was a “designated meeting place” for the local Māori, similar to a marae) and Kā Kerehu o Tamatea – (“charcoal from the fire of Tamatea” – black rocks near old Tuatapere ferry site).

The Waiau River was a major travelling route connecting Murihiku and Te Ara a Kiwa (Foveaux Strait) to Te Tai Poutini (the West Coast) and, as such, was an important link between hapū and iwi. Pounamu on the West Coast, and summer expeditions to Manapōuri (Motu-ua or Moturau) for mahinga kai were the main motivations for movement up and down the Waiau. Mōkihi (vessels made from raupō) were utilised for travel down the river and were a very effective and common mode of travel, making transportation of substantial loads of resources possible.

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

The Waiau was once a large and powerful river, up to 500m across at the mouth, narrowing to 200m further upstream. The water flow from the Waiau River was an important factor in the ecological health and bio-diversity of the coastal resources.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Waiau, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Waiau or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Waiau as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

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

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Waiau.

Schedule 69: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 70**

### **Statutory acknowledgement for Waihola/Waipori Wetland**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the wetland known as Waihola/Waipori, the location of which is shown on Allocation Plan MD 55 (SO 24721).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Waihola/Waipori, as set out below.

#### **Ngāi Tahu association with Waihola/Waipori**

The Waihola/Waipori wetlands were once one of the most significant food baskets in the Otago region, and featured in the seasonal activity of the coastal settlements as far away as the Otago Peninsula and harbour area, Pūrākaunui and Puketeraki. The wetlands were once much larger in water area and deeper than at present, connected by a labyrinth of waterways and having a gravel bed which has now been overlaid by silt and mud.

The names Waihola/Waipori are likely of Waitaha derivation, with "hola" being the Waitaha form of "hora" meaning flat, spread out or widespread. Waipori may in fact be a misrecording of Waipōuri, which is used in many older manuscripts, being a reference to the dark, tanin-stained water the wetland receives from Waipori River, a heavily wooded catchment.

The Waihola/Waipori area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. The wetland supported a number of pā within its environs and nearby. For example, Whakaraupuka, the pā of the Ngāti Mamoe chief Tukiauau was located in the area now known as Sinclair Wetlands, although Tukiauau eventually relocated further to the south as the southward movement of his Ngāi Tahu foes became uncomfortably close.

There were also many nohoanga (temporary campsites) located within the complex, used by food gathering parties which would travel to the lakes and camp on the fringes for two to three days to gather kai; to eel, hunt water fowl and gather flax. There were also permanent or semi-permanent settlements located in a number of locations around the lakes, some on islands in the wetlands system.

A number of other settlements further afield were also dependent on the mahinga kai resources of Waihola/Waipori for sustenance, including Tū Paritaniwha Pā near Mōmona, Ōmoua Pā above Henley, Maitapapa (Henley area), the kaik south of Henley and Takaaihitau near the old Taieri Ferry bridge, in addition to other settlements adjacent to the Taieri River up and downstream of the wetlands. Ōtākou and Puketer-

aki hapū would also make seasonal visits to gather resources and strengthen and maintain the kupenga (net) of whakapapa on which their rights to use those resources were based.

There is an account which tells of a sudden flood which required people trapped on the bank at a place called Whakaraupō, on the network of waterways that link Waihola with Waipori, to hastily construct a mōkihi out of raupō to reach safety. A meeting place was opened here in 1901 by the locals. The house was named Te Waipounamu.

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

Waihola/Waipori was a key mahinga kai resource for Ngāi Tahu based along the Otago coastal region, where an abundance of tuna (eel), inaka (whitebait), pātiki (flounder) and other indigenous fish were available. Waterfowl and fibre resources such as harakeke and raupō were also easily accessible from the wetlands. Spearing, setting hīnaki and nets, and bobbing for eel were regular activities on the wetlands in the season. The gathering of young ducks in the moult, and the catching of herons, pūkeko and other birds supplemented the broad range of kai available from the wetlands.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Waihola/Waipori, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The attractiveness of Waihola/Waipori as a mahinga kai was enhanced by their accessibility. With the direct link to the Taieri River, access via the Taieri to villages on the banks of the Taieri River, upstream and down, and access by waka to the coast and northward to Ōtākou, kai and other resources gathered from the wetlands could be transported back to these home bases with relative ease.

The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the wetlands. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the wetlands.

Because of the long history of use of Waihola/Waipori as a mahinga kai, supporting permanent and temporary settlements, there are numerous urupā, wāhi tapu and wāhi taonga associated with the wetlands. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.

The mauri of Waihola/Waipori represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of



the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the wetlands. The wetlands represent, in their resources and characteristics, a strong element of identity for those who had manawhenua (tribal authority over the area) whose tūpuna were nurtured on the food and resources of the wetlands for generations.

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Waihola/Waipori, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Waihola/Waipori or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Waihola/Waipori as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Waihola/Waipori (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Waihola/Waipori.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Waihola/Waipori.

Schedule 70: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 71

### Statutory acknowledgement for Wairewa (Lake Forsyth)

ss 205, 206

#### **Statutory area**

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

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Wairewa, as set out below.

#### **Ngāi Tahu association with Wairewa**

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

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

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

The local hapū of this region is Ngāti Irakehu. Irakehu was the descendant of Mako, the Ngāi Tuhaitara chief who took Banks Peninsula with his cohort, Moki. Tradition has it that both Moki and Mako are buried near Wairewa. Poutaiki and Ōtūngākau are two principal urupā associated with Wairewa. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

Wairewa has been used by the descendants of Rakaihautu ever since it was formed. It is famous for the tuna (eels) that it holds and which migrate out to the sea in the autumn months. Ngāi Tahu gather here annually to take the tuna.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Wairewa, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Wairewa or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Wairewa as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Wairewa (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Wairewa.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Wairewa.

Schedule 71: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 72

### Statutory acknowledgement for Waitaki River

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the river known as Waitaki the location of which is shown on Allocation Plan MD 118 (SO 24723).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Waitaki, as set out below.

#### Ngāi Tahu association with the Waitaki

The name Waitaki (a South Island variant of the name Waitangi which is found throughout the North Island) is a common place name throughout Polynesia. Although the specific tradition behind the name has been lost in this case, it literally means "the waterway of tears", and the Waitaki is often referred to in *whaikōrero* (oratory) as representing the tears of Aoraki which spill into Lake Pūkaki and eventually make their way south along the river to the coast. This image is captured in the *whakataua*kī: "Ko Waitaki te awa, kā roimata nā Aoraki i riringi" ("Waitaki is the river, the tears spilled by Aoraki").

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

The Ngāi Tahu association with the Waitaki extends back to the first human habitation of Te Wai Pounamu. As such, the river is an essential element of the identity of Ngāi Tahu as an *iwi*. A moa butchery site at the mouth of the river is one of the oldest recorded settlement sites in the island and other sites further up the river are also extremely ancient.

The Waitaki was a traditional route to the *mahinga kai* resources of inland North Otago and the once bush-clad Waitaki Valley. The use of *mōkihi* (river craft constructed from *raupō*, or reeds), to carry the spoils of hunting expeditions down the river is particularly associated with the Waitaki, one of the few places where the construction and navigation of these vessels is still practised to this day.

The river also led to the central lakes district – itself a rich source of *mahinga kai* – and from there across the Southern Alps to the treasured *pounamu* resource of Te Tai Poutini (the West Coast). The river served as a major highway for such travels from both North Otago and South Canterbury.

Thus there were numerous *tauranga waka* (or landing places) on the river. The *tūpuna* had an intimate knowledge of navigation, river routes, safe harbours and landing pla-

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

In 1877, the religious leader Te Maiharoa, a descendant of Te Rakaihautu, led his people up the Waitaki to establish a settlement at Te Ao Mārama (near modern-day Ōmārama), to demonstrate his assertion that the interior had not been sold by Ngāi Tahu, and therefore still belonged to the iwi. Although the settlement was eventually broken up by the constabulary, and the people forced to retreat back down the river, the episode is a significant one in the long history of Te Kerēme (the Ngāi Tahu Claim).

As well as acting as a route to the inland mahinga kai sources, the river itself provided many forms of kai for those living near it or travelling on it. The Waitaki was and still is noted for its indigenous fisheries, including tuna (eel), inaka, kōkopu and kōaro species (whitebait), kanakana (lamprey) and waikōura (freshwater crayfish); with aua (yellow-eyed mullet) and mōhoao (black flounder) being found at the mouth. Many of these species are diadromous (migrating between sea and freshwater to spawn).

The extensive wetland areas formerly associated with the river once provided important spawning, rearing and feeding grounds for all of these species and were among the richest mahinga kai areas on the river. Although many of these species have now been depleted, the Waitaki remains a nationally important fishery.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the Waitaki, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The Waitaki Valley holds one the country's major collections of rock art, and the river itself seems to have acted as a form of cultural "barrier" in rock art design. The surviving rock art remnants are a particular taonga of the area, providing a unique record of the lives and beliefs of the people who travelled the river.

Because of the long history of use of the river as both a highway and a mahinga kai, supporting permanent and temporary nohoanga (occupation sites), there are numerous urupā, wāhi tapu and wāhi taonga associated with the river. These are all places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are a particular focus for whānau traditions.

The mauri of the Waitaki River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Waitaki, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Waitaki or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Waitaki as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Waitaki (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Waitaki.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Waitaki.

Schedule 72: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



## Schedule 73

### Statutory acknowledgement for Waituna Wetland

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the wetland known as Waituna, the location of which is shown on Allocation Plan MD 58 (SO 12260).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Waituna, as set out below.

#### **Ngāi Tahu association with Waituna**

Intermittently open to the sea, Waituna wetland (with the western end, where the lagoon breaks out to sea known as Kā-puna-wai) was a major food basket utilised by nohoanga and permanent settlements located in the immediate vicinity of the wetlands, and further away, for its wide variety of reliable mahinga kai. The great diversity of wildlife associated with the complex includes several breeds of ducks, white heron, gulls, spoonbill, kōtuku, oyster-catcher, dotterels, terns and fernbirds. The wetlands are important kōhanga (spawning) grounds for a number of indigenous fish species. Kaimoana available includes giant and banded kōkopu, varieties of flatfish, tuna (eels), kanakana (lamprey), inaka (whitebait), waikākahi (freshwater mussel) and waikōura (freshwater crayfish). Harakeke, raupō, mānuka, tōtara and tōtara bark, and pingao were also regularly harvested cultural materials. Paru or black mud was available, particularly sought after as a product for making dyes.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Waituna, the relationship of people with the lake and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

As a result of this history of use and occupation of the area, there are wāhi tapu and wāhi taonga all along its shores. It is also possible that particular sections of the wetland were used for waiwhakaheketūpāpāku (water burial).

Urupā and wāhi tapu are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

**Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Waituna, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Waituna or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Waituna as provided in section 211 (clause 12.2.5 of the deed of settlement).

**Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Waituna (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Waituna.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Waituna.

Schedule 73: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 74

### Statutory acknowledgement for Waipara River

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the river known as Waipara, the location of which is shown on Allocation Plan MD 113 (SO 19849).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Waipara River, as set out below.

#### **Ngāi Tahu association with the Waipara River**

Tradition tells of the duel between two famous rangatira (chiefs) which happened in this area. Tūteiwaimate, a Ngāti Mamoe rangatira from Rakaia, found that the northward trade route that he sent his goods along was being disrupted by Moko, a rangatira of the Ngāti Kurī hapū of Ngāi Tahu who had been acting as a bandit along the route. Tūteiwaimate went to confront Moko, who lived in a cave at Waipara, but found him sleeping. Tūteiwaimate allowed Moko to awake before attacking him. Tūteiwaimate's sense of fair play cost him his life and is recalled in a tribal proverb.

For Ngāi Tahu, histories such as this reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped Ngāi Tahu as an iwi.

There are a number of Ngāti Wairaki, Ngāti Mamoe and Ngāi Tahu urupā and wāhi tapu along the river and associated coastline. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

The river and associated coastline was also a significant mahinga kai, with kai moana, particularly paua, being taken at the mouth. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

**Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Waipara River, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Waipara River or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Waipara River as provided in section 211 (clause 12.2.5 of the deed of settlement).

**Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Waipara River (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Waipara River.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Waipara River.

Schedule 74: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 75**

### **Statutory acknowledgement for Whakatipu-wai-māori (Lake Wakatipu)**

ss 205, 206

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is the lake known as Whakatipu-wai-māori (Lake Wakatipu), the location of which is shown on Allocation Plan MD 39 (SO 24720).

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Whakatipu-wai-māori, as set out below.

#### **Ngāi Tahu association with Whakatipu-wai-māori**

The name Whakatipu-wai-māori originates from the earliest expedition of discovery made many generations ago by the tupuna Rakaihautu and his party from the Uruao waka. Rakaihautu is traditionally credited with creating the great waterways of the interior of the island with his famous kō (a tool similar to a spade), known as Tū Whakaroria and renamed Tuhiraki at the conclusion of the expedition.

There are many traditions relating to the lake. One of the most famous tells that the hollow which forms the bed of the lake was created when the people known as Te Rapuwai came upon the giant tipua (ogre) Matau as he lay there in a deep sleep. Matau had been responsible for the disappearance of many small hunting parties and had entrapped a beautiful maiden, Manatā. The father of Manatā offered her in marriage to the man who could bring her safely home. Matakauri, who was in love with Manatā, ventured forth, discovering that Matau slept when the northwest wind blew. Matakauri selected a day when the wind was blowing the right way and set forth. He found Manatā and, using his mere, he attempted to sever the bonds which held her, but try as he would he failed. Manatā began to sob bitterly, and as her tears fell on the cords, they melted away. Matakauri carried Manatā back to the village where they became man and wife. However, Matakauri knew that while Matau lived no maiden was safe, so he set forth when again the northwest wind blew, and set fire to the large growth of bracken that acted as a bed for the giant. Matau was smothered in flames, the fat from his body augmenting the fire, until the blaze was so fierce that it burned a hole more than 1,000 feet deep. The snow on the surrounding hills melted and filled the hole, which is known today as Lake Wakatipu.

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

Whakatipu-wai-māori once supported nohoanga and villages which were the seasonal destinations of Otago and Murihiku (Southland) whānau and hapū for many generations, exercising ahi kā and accessing mahinga kai and providing a route to access the treasured pounamu located beyond the head of the lake. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the lake. It is because of these patterns of activity that the lake continues to be important to rūnanga located in Murihiku, Otago and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.

The lake also supported permanent settlements, such as the kaika (village) Tahuna near present-day Queenstown, Te Kirikiri Pā, located where the Queenstown gardens are found today, a Ngāti Mamoe kaika near the Kawarau Falls called Ō Te Roto, and another called Takerehaka near Kingston. The Ngāti Mamoe chief Tu Wiri Roa had a daughter, Haki Te Kura, who is remembered for her feat of swimming across the lake from Tāhuna, a distance of some three kilometres.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

A key attraction of the lake was the access it provided to seasonal campsites and the pounamu located at the head of the lake at the Dart and Routeburn River catchments, from which countless generations gathered inaka and koko-takiwai pounamu and transported it back to coastal settlements for fashioning into tools, ornaments and weapons.

Waka and mōkihi were the key modes of transport for the pounamu trade, travelling the length and breadth of Whakatipu-wai-māori. Thus there were numerous tauranga waka (landing places) on the lake and the islands upon it (Matau and Wāwāhi-waka). The tūpuna had an intimate knowledge of navigation, river routes, safe harbours and landing places, and the locations of food and other resources on the lake. The lake was an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the roto (lake).

Whakatipu-wai-māori is an important source of freshwater, the lake itself being fed by hukawai (melt waters). These are waters with the highest level of purity and were accorded traditional classifications by Ngāi Tahu that recognised this value. Thus it is a puna (spring) which sustains many ecosystems important to Ngāi Tahu. The mauri of Whakatipu-wai-māori represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Whakatipu-wai-māori, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Whakatipu-wai-māori or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Whakatipu-wai-māori as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Whakatipu-wai-māori (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Whakatipu-wai-māori.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Whakatipu-wai-māori.

Schedule 75: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 76

### Statutory acknowledgement for Whakamataui (Lake Coleridge)

ss 205, 206

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Whakamataui (Lake Coleridge), the location of which is shown on Allocation Plan MD 128 (SO 19855).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Whakamataui, as set out below.

#### Ngāi Tahu association with Whakamataui

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

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

This lake was occupied by the Ngāti Tū Te Piriraki hapū. Tū Te Piriraki was the son of Tū Te Kawa, a Ngāti Mamoe chief who held manawhenua in this region. When Tū Te Kawa died his family, including Tū Te Piriraki, married into the senior Ngāi Tahu families. Such strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the lake.

Whakamataui was a notable mahinga kai where tuna (eel) and water fowl were taken. The kiore (polynesian rat) was also taken in this region. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

Whakamataui was an integral part of a network of trails linking North Canterbury and Te Tai Poutini (the West Coast) which were used by the tūpuna in order to ensure the safest journey and incorporated locations along the way that were identified for activ-



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

As a result of the area's history as a settlement site and part of a trail, there are many urupā associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Whakamataau, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Whakamataau or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Whakamataau as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Whakamataau (as described in this statutory acknowledgement) than that person

or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Whakamatau.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Whakamatau.

Schedule 76: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 77**

### **Statutory acknowledgement for Whakarukumoana (Lake McGregor)**

ss 205, 206

#### **Statutory area**

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

#### **Preamble**

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Whakarukumoana, as set out below.

#### **Ngāi Tahu association with Whakarukumoana**

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

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

Draining into Takapo (Lake Tekapo) via Te Waiātekāmana, Whakarukumoana forms a part of the network of waterways and land-based mahinga kai in this part of the interior. This area was a part of the seasonal trail of mahinga kai and resource gathering, and hapū and whānau bonding. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the lake.

The lake was very productive, although the indigenous fishery has now been depleted. The warmer shallows are important habitats for tuna (eels) and indigenous fish which prefer such conditions. This rain-fed lake is a habitat for upland bully, common bully, long-finned eel and galaxids as well as introduced trout.

Waterfowl, including a range of duck species, crested grebe and weka (formerly) are another important mahinga kai associated with the lake. Flora gathered from land adjoining the lake included matagouri, taramea, tutu, tātarahēka, mānuka, snowgrass,

and raupō. The succulent kiore (polynesian rat) was once an important food resource, as was the moa.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Whakarukumoana, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Whakarukumoana or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Whakarukumoana as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Whakarukumoana (as described in this statutory acknowledgement) than that

person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Whakarukumoana.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Whakarukumoana.

Schedule 77: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

**Schedule 78**  
**Schedule added to Resource Management Act 1991**

s 226

*Amendment(s) incorporated in the Act(s).*

## Schedule 79

### Sites in respect of which Te Rūnanga o Ngāi Tahu appointed as statutory adviser

s 230

Area	Description
Aoraki/Mount Cook (Allocation Plan MS 1 – SO 19831)	All that land situated in Canterbury Land District, Mackenzie District, comprising all that area being Part Reserves 2652 (Topo 39T) and 2756 (SO 11505). Part <i>Gazette</i> 1953, page 1662. Subject to survey, as shown on Allocation Plan MS 1 (SO 19831).
Hananui (Mount Anglem) (Allocation Plan MS 264 – SO 12249)	All that land situated in Southland Land District, Southland District, comprising all that area being Block XX, Part Blocks X, XIV and XIX, Part Section 1, Block XIII and Part Section 2, Block XIX, Parts Block XIII, Anglem Survey District. Part contained in part <i>Gazette</i> 1907, page 1935. Subject to survey as shown on Allocation Plan MS 264 (SO 12249).
Kahurangi (Allocation Plan MS 21 – SO 15490)	All that land situated in Nelson Land District, Buller and Tasman Districts, comprising 27.7000 hectares, more or less, being Part Section 14, SO 15200. Part <i>Gazette</i> 1996, page 977. Subject to survey, as shown on Allocation Plan MS 21 (SO 15490).
Kura Tāwhiti (Castle Hill) (Allocation Plan MS 14 – SO 19832)	All that land situated in Canterbury Land District, Selwyn District, comprising 54.0496 hectares, more or less, being Rural Section 40839, Rural Section 40840 (SO 15192) and Lot 2 DP 43207. Part comprised in all Certificate of Title 23B/918. Subject to right to convey water created by Deed of Grant 23B/921. As shown on Allocation Plan MS 14 (SO 19832).
Matakaea (including Onewhenua) (Allocation Plan MS 9 – SO 24686)	All that land situated in Otago Land District, Waitaki District, comprising— (a) 46.6439 hectares, more or less, being Section 101, Part Section 98 and Parts Sections 100, Block III, Moeraki Survey District (SO 19836). All Certificate of Title 17D/65. Subject to Building Line Restriction contained in Special Order 307694, and to a Right of Way easement created by Transfer 936548.33:

Area	Description
408	<p>(b) 3.8445 hectares, more or less, being Part Section 57, Block III, Moeraki Survey District (SO 5790). All <i>Gazette</i> Notice 676904/4. Subject to survey, as shown on Allocation Plan MS 9 (SO 24686):</p> <p>(c) 809 square metres, more or less, being Section 83, Block III, Moeraki Survey District (SO 11987). All Certificate of Title 16D/313:</p> <p>(d) 4.4919 hectares, more or less, being Sections 5 and 6, SO 23992. Part Certificate of Title 18C/122.</p>
Maukaatua (Allocation Plan MS 23 – SO 24679)	<p>As shown on Allocation Plan MS 9 (SO 24686).</p> <p>All that land situated in Otago Land District, Dunedin City, comprising 1261.4432 hectares, more or less, being—</p> <p>(a) Sections 31, 49, 50, 51 and 55, Block I, Maungatua Survey District (SO 5659). All Transfer 800407/2:</p> <p>(b) Part Section 22 and Sections 32 and 33, Block XI, Sections 14, 16, 17, 18 and 24, Block XIV, Maungatua Survey District and Lot 1 DP 17720 (SO 1087, 1094, 17972, 17973, 21796). Balance <i>Gazette</i> Notice 676588/1:</p> <p>(c) Section 1, Block VIII, Sections 10 and 34, Block XI and Section 11, Block XIV, Maungatua Survey District (SO 1079, 5662, 19705). All Transfer 869451/4 subject to a Building Line Restriction imposed by Memorandum of Acceptance X15468:</p> <p>(d) Section 2, Block VIII, Maungatua Survey District (SO 1079). All <i>Gazette</i> Notice 676586/3:</p> <p>(e) Part Section 3, Block VIII, Maungatua Survey District (SO 1079). Balance <i>Gazette</i> Notice 814058:</p> <p>(f) Section 23, Block XIV, Maungatua Survey District (SO 21840). All <i>Gazette</i> Notice 728471:</p>



Area	Description
(g) Lot 1 DP 18686. Part <i>Gazette</i> Notice 733335/2:	(g) Lot 1 DP 18686. Part <i>Gazette</i> Notice 733335/2:
(h) Lot 1 DP 20529. All <i>Gazette</i> Notice 733335/1:	(h) Lot 1 DP 20529. All <i>Gazette</i> Notice 733335/1:
(i) Lot 1 DP 20530. All Transfer 748308/3, subject to Resolution 447888 and fencing provision 449952/4:	(i) Lot 1 DP 20530. All Transfer 748308/3, subject to Resolution 447888 and fencing provision 449952/4:
(j) Section 15, Block XIV, Maungatua Survey District (SO 1094). As shown on Allocation Plan MS 23 (SO 24679).	(j) Section 15, Block XIV, Maungatua Survey District (SO 1094). As shown on Allocation Plan MS 23 (SO 24679).
Motupōhue Scenic Reserve (Allocation Plan MS 8 – SO 12233)	All that land situated in Southland Land District, Invercargill City, comprising 150.4700 hectares, more or less, being Sections 2, 25 and 40, Block I, Campbelltown Hundred (SO 368, 6540), Lot 37 DP 15, Lot 3 DP 3368 and Parts Lot 5 Deeds Plan 55. All Certificates of Title B4/1268, 149/40 subject to the right to construct and maintain water races, etc, 10/249 and 31/60 as created by Transfer 71376. As shown on Allocation Plan MS 8 (SO 12233).
Ō Tamakura Historic Reserve (Allocation Plan MS 487 – SO 7325)	All that land situated in Marlborough Land District, Kaikoura District, comprising 92.6900 hectares, more or less, being Sections 1 and 18, Block X and Section 10, Block XV, Hundalee Survey District (SO 1344, 1627 and 6117). Part <i>Gazette</i> 1984, page 5468. As shown on Allocation Plan MS 487 (SO 7325).
Ōtūkoru (Allocation Plan MS 488 – SO 15489)	All that land situated in Nelson Land District, Buller District, comprising 38.0 hectares, approximately, being Part Section 14, SO 15200. Part <i>Gazette</i> 1996, page 977. Subject to survey, as shown on Allocation Plan MS 488 (SO 15489).
Pikirakatahi (Mount Earnslaw) (Allocation Plan MS 4 – SO 24666)	All that land situated in Otago Land District, Queenstown Lakes District, comprising undefined areas, being— (a) Part Run 19, situated in Forbes Survey District, Block XVI, Humboldt Survey District, Blocks II and V, Dart Survey District and Blocks IV and V, Earnslaw Survey District. Part <i>Gazette</i> 1973, page 976: (b) Crown land situated in Block VIII, Dart Survey District. Part <i>Gazette</i> 1971, page 1675:

Area	Description
(c)	Part Section 6, Block V, Dart Survey District and Crown land situated in Blocks XV and XVI, Humboldt Survey District, Blocks II, V, VIII and XII, Dart Survey District. Part <i>Gazette</i> 1930, page 1464 (SO 17206, 4059 and Redefinition plan SO 17671):
(d)	Crown land situated in Block XVI, Humboldt Survey District:
(e)	Crown land, Part Section 6 and Closed Road, Block V, Dart Survey District (SO 4059, 13893, 17185 and 17671). Closed Road – <i>Gazette</i> Notice 375657. Subject to Mining Licence 9D/307:
(f)	Part Crown land situated in Block II, Dart Survey District adjoining Section 23, Block II, Dart Survey District:
(g)	Crown land Part Chinamans Creekbed, situated in Block VIII, Dart Survey District and Part Dart Riverbed situated in Blocks XV and XVI, Humboldt Survey District and Blocks VIII and XII, Dart Survey District.
	Subject to survey, as shown on Allocation Plan MS 4 (SO 24666).
Ripapa Island (Allocation Plan MS 29 – SO 19834)	All that land situated in Canterbury Land District, Banks Peninsula District, comprising 1.6187 hectares, more or less, being Reserve 109 (SO 3038). All <i>Gazette</i> 1986, page 2833. As shown on Allocation Plan MS 29 (SO 19834).
Takitimu Range (Allocation Plan MS 5 – SO 12232)	All that land situated in Southland Land District, Southland District, comprising 45510 hectares, more or less, being Sections 1 and 2, SO 12055. As shown on Allocation Plan MS 5 (SO 12232).
Tapuae o Uenuku (Allocation Plan MS 100 – SO 7317)	All that land situated in Marlborough Land District, Kaikoura and Marlborough Districts, comprising 2225.7710 hectares, more or less, being Section 1, Block IX and Section 1, Block X, Tapuae-o-Uenuku Survey District. Part <i>Gazette</i> 1980, page 262 (SO 4547). As shown on Allocation Plan MS 100 (SO 7317).

<b>Area</b>	<b>Description</b>
<p>Te Koroka (Dart/Slipstream) (Allocation Plan MS 306 – SO 24707)</p> <p>Tititea (Mount Aspiring) (Allocation Plan MS 2 – SO 24665)</p>	<p>All that land situated in Otago Land District, Queenstown Lakes District, comprising 1618.7426 hectares, more or less, being Crown Land situated in Blocks VII, XI, XII, XV and XVI, Humboldt Survey District. All Order in Council 468229. Subject to survey, as shown on Allocation Plan MS 306 (SO 24707).</p> <p>All that land situated in—</p> <p>(a) Westland Land District, Westland District, comprising 2300 hectares, approximately, being Crown Land and Part Rural Section 4817, situated in Block XV, Jackson Survey District and Blocks II and III, Mount Aspiring Survey District. Part <i>Gazette</i> 1964, page 2305, and 1971, page 1675 (National Park) and Part <i>Gazette</i> 1997, page 600 (Olivine Wilderness Area):</p> <p>(b) Otago Land District, Queenstown Lakes District, comprising an undefined area, being Part Crown Land Cascade Survey District and Part Run 468 situated in Cascade and Matukituki Survey Districts. Part Order in Council 280735.</p> <p>Subject to survey, as shown on Allocation Plan MS 2 (SO 24665).</p>
<p>Tokatā (Nugget Point) (Allocation Plan MS 10 – SO 24699)</p> <p>Tūtoko (Allocation Plan MS 3 – SO 12231)</p>	<p>All that land situated in Otago Land District, Clutha District, comprising 48.1915 hectares, more or less, being Sections 49, 50 and 51, Block V, Glenomaru Survey District (SO 22076). Part <i>Gazette</i> 1869, page 299. As shown on Allocation Plan MS 10 (SO 24699).</p> <p>All that land situated in both Otago and Southland Land Districts, Southland District, comprising all that area being part Fiordland National Park and Crown Land, Block IX, Martins Bay Survey District. Part Fiordland National Park Order 1978 (Statutory Regulation 1978/333) and Part <i>Gazette</i> 1960, page 580. Subject to survey, as shown on Allocation Plan MS 3 (SO 24747 – Otago Land District and SO 12231 – Southland Land District).</p>

## Schedule 80

### Tōpuni for Aoraki/Mount Cook

ss 238, 239

#### Description of area

The area over which the Tōpuni is created is the area known as Aoraki/Mount Cook, located in Kā Tiritiri o te Moana, shown as Aoraki on Allocation Plan MS 1 (SO 19831).

#### Preamble

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Aoraki, as set out below.

#### Ngāi Tahu values relating to Aoraki

In the beginning there was no Te Wai Pounamu or Aotearoa. The waters of Kiwa rolled over the place now occupied by the South Island, the North Island and Stewart Island. No sign of land existed.

Before Raki (the Sky Father) wedded Papatūānuku (the Earth Mother), each of them already had children by other unions. After the marriage, some of the Sky Children came down to greet their father's new wife and some even married Earth Daughters.

Among the celestial visitors were four sons of Raki who were named Aoraki (Cloud in the Sky), Rakiroa (Long Raki), Rakirua (Raki the Second), and Rārakiroa (Long Unbroken Line). They came down in a canoe which was known as Te Waka o Aoraki. They cruised around Papatūānuku who lay as one body in a huge continent known as Hawaiiiki.

Then, keen to explore, the voyagers set out to sea, but no matter how far they travelled, they could not find land. They decided to return to their celestial home but the karakia (incantation) which should have lifted the waka (canoe) back to the heavens failed and their craft ran aground on a hidden reef, turning to stone and earth in the process.

The waka listed and settled with the west side much higher out of the water than the east. Thus the whole waka formed the South Island, hence the name: Te Waka o Aoraki. Aoraki and his brothers clambered on to the high side and were turned to stone. They are still there today. Aoraki is the mountain known to Pākehā as Mount Cook, and his brothers are the next highest peaks near him. The form of the island as it now is owes much to the subsequent deeds of Tū Te Rakiwhānoa, who took on the job of shaping the land to make it fit for human habitation.

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

The meltwaters that flow from Aoraki are sacred. On special occasions of cultural moment, the blessings of Aoraki are sought through taking of small amounts of its “special” waters, back to other parts of the island for use in ceremonial occasions.

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

The saying “He kapua kei runga i Aoraki, whakarewa, whakarewa” (“The cloud that floats aloft Aoraki, for ever fly, stay aloft”) refers to the cloud that often surrounds Aoraki. Aoraki does not always “come out” for visitors to see, just as that a great chief is not always giving audience, or on “show”. It is for Aoraki to choose when to emerge from his cloak of mist, a power and influence that is beyond mortals, symbolising the mana of Aoraki.

To Ngāi Tahu, Aoraki represents the most sacred of ancestors, from whom Ngāi Tahu descend and who provides the iwi with its sense of communal identity, solidarity and purpose. It follows that the ancestor embodied in the mountain remains the physical manifestation of Aoraki, the link between the supernatural and the natural world. The tapu associated with Aoraki is a significant dimension of the tribal value, and is the source of the power over life and death which the mountain possesses.

## Schedule 81

### Tōpuni for Kahurangi

ss 238, 239

#### Description of area

The area over which the Tōpuni is created is the area known as Kahurangi, located in Kahurangi National Park, as shown on Allocation Plan MS 21 (SO 15490).

#### Preamble

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Kahurangi, as set out below.

#### Ngāi Tahu values relating to Kahurangi

Kahurangi is a tremendously significant landmark to Ngāi Tahu, marking the extreme north western point of the tribal takiwā. It is a distinctive and easily recognisable physical boundary marker. The name "Kahurangi", which, in full, is said to be "Te Kahu o te Rangi" ("the blue skies of Rangi"), refers to the temperate climate of this part of the coast, which is noted for its clear skies.

Kahurangi was a natural landing point for seafarers travelling south by waka, to prepare for the next stage along a section of coastline that had very few safe anchorages or landing sites. Such tauranga waka (landing places) represent the intimate knowledge the tūpuna (ancestors) had of navigation, river routes, safe harbours and landing places, and the locations of food and other resources. The traditional mobile lifestyle of the people led to their dependence on the resources of the land. Knowledge of these routes and trails continues to be held by whānau and hapū and is regarded as a taonga.

To Ngāi Tahu, Kahurangi is an important expression of the iwi's mana over the vast tract of land to the south. Its significance in this respect is to be marked by the construction of a pou whenua (boundary marker). Ngāi Tahu have expended great effort and human sacrifice over many generations to maintain the security and integrity of their takiwā.

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

## **Schedule 82**

### **Tōpuni for Kura Tāwhiti (Castle Hill)**

ss 238, 239

#### **Description of area**

The area over which the Tōpuni is created is the area known as the Castle Hill Conservation Area, as shown on Allocation Plan MS 14 (SO 19832).

#### **Preamble**

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Kura Tāwhiti (Castle Hill), as set out below.

#### **Ngāi Tahu values relating to Kura Tāwhiti (Castle Hill)**

Kura Tāwhiti (Castle Hill) is located between the Torlesse and Craigieburn Ranges, in the Broken Hill catchment. The name Kura Tāwhiti literally means "the treasure from a distant land", and is an allusion to the kūmara, an important food once cultivated in this region. However, Kura Tāwhiti was also the name of one of the tūpuna (ancestors) who was aboard the Arai Te Uru canoe when it sank off Matakāea (Shag Point) in North Otago.

Kura Tāwhiti was one of the mountains claimed by the Ngāi Tahu ancestor, Tane Tiki. Tane Tiki claimed this mountain range for his daughter Hine Mihi because he wanted the feathers from the kākāpō taken in this area to make a cloak for her.

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

This region was a well used mahinga kai for Kaiapoi Ngāi Tahu. The main food taken from this mountain range was the kiore (polynesian rat). Other foods taken included tuna (eel), kākāpō, weka and kiwi.

The tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, ways in which to use the resources of the Kura Tāwhiti, the relationship of people with the land and their dependence on it, and tika-nga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

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

A particular taonga of Kura Tāwhiti are the ancient rock art remnants found on the rock outcrops. These outcrops provided vital shelters from the elements for the people in their travels, and they left their artworks behind as a record of their lives and beliefs. The combination of the long association with these rock outcrops, and the significance of the artwork on them, give rise to their tapu status for Ngāi Tahu.

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



## Schedule 83

### Tōpuni for Matakaea (Shag Point)

ss 238, 239

#### **Description of area**

The area over which the Tōpuni is created is the area known as Matakaea Recreation Reserve and Onewhenua Historic Reserve, as shown on Allocation Plan MS 9 (SO 24686).

#### **Preamble**

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Matakaea (Shag Point), as set out below.

#### **Ngāi Tahu values relating to Matakaea (Shag Point)**

The name "Matakaea" recalls the tradition of the Arai Te Uru canoe, which capsized off Moeraki. From Moeraki, the crew managed to swim ashore, leaving the cargo to be taken ashore by the waves. The crew members fled inland and were transformed into the mountains which form the Southern Alps.

The Arai Te Uru tradition is also important because it explains the origins of kūmara. The story originally began with Roko i Tua who came to Aotearoa and met the Kāhui Tipua. The Kāhui Tipua gave Roko i Tua mamaku (tree fern) to eat. However Roko i Tua preferred the kūmara that he had in his belt which he took out and soaked in a bowl of water. The Kāhui Tipua tasted the kūmara and asked where it was from. Roko i Tua replied saying that the kūmara came from "across the sea".

The Kāhui Tipua then made a canoe and, under the leadership of Tū Kākāriki, went to Hawaiiki and returned with the kūmara to Aotearoa. The Kāhui Tipua planted the kūmara but the crop failed. However Roko i Tua had also sailed to Hawaiiki on the canoe called Arai Te Uru. Roko i Tua landed at Whangarā, Hawaiiki, and learnt the karakia (incantations) and tikanga (customs) connected with planting kūmara. Roko i Tua then gave his canoe to two crew members called Pakihiwitahi and Hape ki Tua Raki. The Arai Te Uru returned under the leadership of these two commanders and eventually foundered off the Moeraki Coast at Matakaea.

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

The Matakaea area has been occupied for many centuries and is the site of numerous urupā and wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna (ancestors) and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

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

## Schedule 84

### Tōpuni for Maukaatua Scenic Reserve

ss 238, 239

#### Description of area

The area over which the Tōpuni is created is the area known as Maukaatua located west of the Taieri Plains, as shown on Allocation Plan MS 23 (SO 24679).

#### Preamble

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Maukaatua, as set out below.

#### Ngāi Tahu values relating to Maukaatua

Maukaatua is an ancient name brought to Te Wai Pounamu from distant homelands, and is one of a number of Māori place names that reappear in a recognisably similar form throughout the Pacific Islands and into Indonesia. The name thus serves as a reminder of the links between Ngāi Tahu and their whānaunga of Te Moana Nui a Kiwa (The Great Ocean of Kiwa—the Pacific Ocean).

Maukaatua stands guard over the interior of Otago and is a dominant feature, visible from many vantage points. Travellers by sea, along the Lower Taieri, travelling inland either side of Maukaatua or returning to the coast from inland could not escape the gaze of Maukaatua. The maunga (mountain) is imbued with spiritual qualities that were respected by the tūpuna (ancestors). The maunga was likened to a sleeping giant and was said to be the source of strange noises in particular winds or climatic conditions.

Maukaatua once sheltered kāinga (villages) within close proximity of its base, including one based at Whakaraupuka. The tūpuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

An urupā (burial site) is known to be located on the north shoulder of Maukaatua. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.

Te Rūnanga Ōtākou has manawhenua (tribal authority over land) and carries the responsibilities of kaitiaki in relation to it. The Rūnanga is represented by the tribal structure, Te Rūnanga o Ngāi Tahu.

The mauri of Maukaatua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the

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

## Schedule 85

### Tōpuni for Motupōhue (Bluff Hill)

ss 238, 239

#### **Description of area**

The area over which the Tōpuni is created is the area known as Motupōhue, as shown on Allocation Plan MS 8 (SO 12233).

#### **Preamble**

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Motupōhue as set out below.

#### **Ngāi Tahu values relating to Motupōhue**

The name Motupōhue is an ancient one, brought south by Ngāti Mamoe and Ngāi Tahu from the Hawkes Bay region where both tribes originated. The name recalls a history unique to the Ngāi Tuhaitara and Ngāti Kurī hapū that is captured in the line, "Kei korā kei Motupōhue, he pāreka e kai ana, nā tō tūtae" ("It was there at Motupōhue that a shag stood, eating your excrement").

Oral traditions say that the Ngāti Mamoe leader, Te Rakitauneke, is buried upon this hill. Te Rakitauneke's saying was: "Kia pai ai tāku titiro ki Te Ara a Kiwa" ("Let me gaze upon Foveaux Strait"). Some traditions also place another Ngāti Mamoe leader, Tū Te Makohu, on this hill.

For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity and solidarity, and document the events which shaped Ngāi Tahu as an iwi.

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

## Schedule 86

### Tōpuni for Ōtūkoro Iti

ss 238, 239

#### Description of area

The area over which the Tōpuni is created is the area known as Ōtūkoro Iti, located in Kahurangi National Park, as shown on Allocation Plan MS 488 (SO 15489).

#### Preamble

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Ōtūkoro Iti, as set out below.

#### Ngāi Tahu values relating to Ōtūkoro Iti

The name Ōtūkoro Iti relates to a battle between Ngāti Rarua (a hapū of Ngāti Toa—one of Ngāi Tahu's northern neighbours) and Ngāi Tahu which took place in this area in the 1820s. It is said that the fighting began at sunrise on the fifth day of the month and ended only when the moon (referred to as a "koro" or "old man") rose. In the Ngāi Tahu account, Ngāti Rarua were the attackers, but after Ngāi Tahu held their own during battle, it was the northerners who retreated.

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

As a result of the loss of life and blood spilt here during the battle, and the significance of the Ngāi Tahu victory, Ōtūkoro Iti is now regarded as a wāhi tapu. Such places hold the memories, traditions, victories and defeats of our tūpuna (ancestors).

Ōtūkoro Iti was an important kainga nohoanga (permanent settlement), the northernmost of Ngāi Tahu's traditional settlements on Te Tai Poutini (the West Coast of the South Island). It was also the closest traditional settlement to the tribal boundary point of Kahurangi. As such, it is a symbol of Ngāi Tahu's manawhenua (tribal authority) in this area.

Ōtūkoro Iti was one of very few safe landing sites on the coast of Te Tai Poutini for long distances to the south and north. Strategically, it was an important headland to maintain control over, and important tauraka waka (landing place) for travellers by sea, and represents the intimate knowledge which the tūpuna had of navigation, sea routes, safe harbours and landing places, and the locations of food and other resources on the coast and land. Ōtūkoro Iti was thus an integral part of a network of trails which were used in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the land.

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

## Schedule 87

### Tōpuni for Pikirakatahi (Mount Earnslaw)

ss 238, 239

#### **Description of area**

The area over which the Tōpuni is created is the area known as Pikirakatahi (Mount Earnslaw) as shown on Allocation Plan MS 4 (SO 24666).

#### **Preamble**

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Pikirakatahi (Mount Earnslaw), as set out below.

#### **Ngāi Tahu values relating to Pikirakatahi (Mount Earnslaw)**

The creation of Pikirakatahi (Mt Earnslaw) relates in time to Te Waka o Aoraki, and the efforts of Tū Te Rakiwhānoa. It is said that during its formation a wedge of pou-namu was inserted into this mountain, which is the highest and most prominent peak in this block of mountains. The mountain is also linked to the travels of Rakaihautu, who dug out the great lakes of the interior with his kō (a tool similar to a spade), known as Tū Whakaroria and later renamed Tuhiraki at the conclusion of the expedition.

The origins of the name "Pikirakatahi" have been lost, but it is known that many places and physical features have more than one name, reflecting the traditions of the successive iwi who peopled the land. It is, however, likely that the name relates to Rakaihautu or subsequent people, as most of the prominent lakes, rivers and mountains of the interior take their name from the journey of Rakaihautu.

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

Pikirakatahi was of crucial significance to the many generations that journeyed to that end of Whakatipu-wai-māori (Lake Wakatipu) and beyond. Staging camps for the retrieval of pounamu were located at the base of the mountain, while semi-permanent settlements related to the pounamu trade were located closer to the lake.

Pikirakatahi stands as kaitiaki (guardian) over the pounamu resource and marks the end of a trail, with the tohu (marker) to the pounamu resource sitting opposite on Koroka (Cosmos Peak). The tūpuna (ancestors) had considerable knowledge of whakapapa, traditional trails, places for gathering kai (food) and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.



The retrieval of large amounts of pounamu from this source, so far inland and over a range of physical barriers, attests to the importance of this resource to the economy and customs of the iwi over many generations. The people would also gather native birds for kai, and firewood with which to cook and provide warmth, from the forests covering the lower flanks of Pikirakatahi. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the mountain. It is because of these patterns of activity that Pikirakatahi continues to be important to rūnanga located in Otago, Murihiku and beyond. These rūnanga carry the responsibilities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.

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

## Schedule 88

### Tōpuni for Ripapa Island, Lyttelton Harbour

ss 238, 239

#### **Description of area**

The area over which the Tōpuni is created is the area known as Ripapa Island Historic Reserve located in Whakaraupō (Lyttelton Harbour), as shown on Allocation Plan MS 29 (SO 19834).

#### **Preamble**

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Ripapa as set out below.

#### **Ngāi Tahu values relating to Ripapa**

Ripapa is significant to Ngāi Tahu, particularly the rūnanga of Canterbury and Banks Peninsula, for its many urupā (burial places). Urupā are the resting places of Ngāi Tahu tūpuna (ancestors) and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.

Ripapa was also a pā (fortress) of Taununu, a leading Ngāi Tahu warrior prominent during the 1820s. Taununu was a Kaikōura chief who had decided to live at Kaiapoi. However, after settling at Kaiapoi, Taununu saw that Ripapa was a better place to live, so he and his people moved on and settled on the island. Taununu fortified Ripapa Island to withstand attacks from tribes armed with muskets.

Taununu eventually became involved in an inter-tribal war and attacked a village at Te Taumutu. Because the Taumutu people were connected to the southern hapū of Ngāi Tahu, a chieftainess and seer called Hine-Haaka was sent south from Te Taumutu to seek reinforcements. Tradition tells that when Hine-Haaka arrived at Rūpuke, near Stewart Island, she composed a song telling Taununu to weep as in the morning he would be killed. Hine-Haaka's kai oreore (a chant that curses) ran thus:

Taununu of Bank's Peninsula  
Weep for yourself  
On the morning your bones will  
be transformed into fishhooks  
To be used in my fishing grounds to the South  
This is my retaliation, an avenging  
for your attacks  
All I need is one fish to take my bait.

Taununu's pā was attacked from both sea and land by an alliance of related hapū from Southland, Otago and Kaiapoi. Hine-Haaka's vision was proved right. Taununu managed to escape this attack, but was later killed at Wairewa (Little River).

To end the hostilities between the two regions, the southern chiefs arranged for the daughter of Hine-Haaka, Makei Te Kura, to marry into one of the families of Rapaki Ngāi Tahu. This union took place in the mid-1800s, and peace was cemented between Rapaki and Murihiku Ngāi Tahu.

For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity and solidarity, and document the events which shaped Ngāi Tahu as an iwi.

## Schedule 89

### Tōpuni for Takitimu Range, Southland

ss 238, 239

#### Description of area

The area over which the Tōpuni is created is the area known as Takitimu Range located in Murihiku (Southland), as shown on Allocation Plan MS 5 (SO 12232).

#### Preamble

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Takitimu as set out below.

#### Ngāi Tahu values relating to Takitimu

The Takitimu maunga (mountains) were named by Tamatea, the captain of the Takitimu waka (canoe) in memory of the waka after it struck trouble in Te Waewae Bay, and was eventually wrecked near the mouth of the Waimeha Stream.

Tradition states that the Takitimu waka was overtaken by three large waves known as Ō-te-wao, Ō-roko and Ō-kaka, followed by a cross wave, which resulted in the Takitimu being hurled well inland, with its cargo being strewn about. In some accounts the ranges inland from Te Waewae Bay are likened to the huge waves that caused the demise of the waka Takitimu. In other accounts the Takitimu maunga are considered to be the upturned hull of the waka.

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

Tamatea and his crew made their way overland from the site of the wreck. Tamatea likened the majestic and upright Takitimu maunga when he viewed them from the south coast, to the crew of the Takitimu struggling to control the waka in adverse conditions. During the overland journey past the Takitimu maunga Tamatea lost one of his party, a woman named Kaheraki who strayed away from the party and was captured by the maeroero (spirits of the mountain) and never seen again. Kaheraki had been betrothed to Kahungunu, who was a son of Tamatea.

The Takitimu maunga are, therefore, a symbolic reminder of the famous exploits of Tamatea in the south, and a reminder forever locked into the landscape, of the tupuna (ancestral) waka Takitimu, adding lustre to the noted spiritual values of the western Southland landscape. The Takitimu maunga are visible from all points of the Murihiku landscape, and are also a noted weather indicator.

The mauri of Takitimu represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the

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

## Schedule 90

### Tōpuni for Tapuae o Uenuku

ss 238, 239

#### Description of area

The area over which the Tōpuni is created is the area known as Tapuae o Uenuku as shown on Allocation Plan MS 100 (SO 7317).

#### Preamble

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Tapuae o Uenuku, as set out below.

#### Ngāi Tahu values relating to Tapuae o Uenuku

The name Tapuae o Uenuku refers to the sacred footsteps of Uenuku. Uenuku was one of the principal Ngāi Tahu atua (gods), who is represented as a rainbow. Uenuku is often found in tribal traditions as a tupuna (ancestor) who instigates migration from Hawaiiki to New Zealand. According to the traditions of Kaikōura Ngāi Tahu, Uenuku cursed his son, Ruatapu, for an infringement on his tapu. The curse referred to the fact that Ruatapu's mother was of lowly origins, so that his younger brother, Paikea, was in fact his senior because of his mother's superior descent lines. Ruatapu's response was to attempt to kill all of the leading sons of the chiefs of Hawaiiki, including Paikea. Ruatapu took all of the sons out in a waka (canoe), then set about killing them with a spear. Paikea survived by diving overboard and swimming away. He was rescued by a whale and brought to New Zealand, where he eventually settled at Whangarā, on the East Coast of the North Island. There he coupled with a woman called Te Waiaruatūatai, who bore him Tahu Potiki, who went on to become the founding ancestor of Ngāi Tahu.

As well as being a reminder of the traditions of Paikea and Tahu Potiki, the mountain Tapuae o Uenuku is a manifestation of the tupuna Uenuku. Uenuku was more than just a human ancestor, he was an atua and thus is also seen manifested in the rainbow.

In another Ngāi Tahu tradition, Uenuku is portrayed as one of the survivors of the Arai Te Uru waka which foundered at Moeraki, on the north Otago coast. These survivors are now manifested as the Southern Alps. Uenuku continued further north where he too eventually turned to stone on the spot where the maunga (mountain) Tapuae o Uenuku now stands. Thus, when Ngāi Tahu refer to the old people's hair turning grey, they are speaking of the snow which caps the Southern Alps, including Tapuae o Uenuku.

These physical and enduring manifestations of tūpuna represent the links between the cosmological world of the gods and present generations. Creation stories and whaka-papa recall links of fifty or more generations from the time of the Hawaiiki Pacific migrations. These traditional histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment

of Te Wai Pounamu and Ngāi Tahu as an iwi. They are frequently woven around major landscape features.

In Ngāi Tahu oratory, Tapuae o Uenuku is likened to an overarching portal which must be crossed by all visitors from the North Island. For this reason, visitors to the takiwā of Ngāi Tahu are welcomed as “Ngā Tapuae o Uenuku”—those whose feet have been made sacred by passing beneath Uenuku.

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

## Schedule 91

### Tōpuni for Te Koroka (Dart/Slipstream)

ss 238, 239

#### Description of area

The area over which the Tōpuni is created is the area known as the Dart/Slipstream Special Area as shown on Allocation Plan MS 306 (SO 24707).

#### Preamble

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Te Koroka (Dart/Slipstream), as set out below.

#### Ngāi Tahu values relating to Te Koroka (Dart/Slipstream)

The creation of Te Koroka relates in time to Te Waka o Aoraki, and the efforts of Tū Te Rakiwhānoa. The area is also linked to the travels of Rakaihautu, who dug out the great lakes of the interior with his kō (digging stick), known as Tū Whakaroria and renamed Tuhiraki at the conclusion of the expedition.

The actual slip from which the pounamu is gathered is known as Te Horo. The name of the mountain where the pounamu vein occurs is Koroka (or Koloka). When viewed from the right vantage point, Koroka resembles a reclining giant, the pounamu exiting the mountain, in fact, from the mouth of the giant. Captain Cook's men were informed while moored in Dusky Sound, of the giant in the interior that emits pounamu from his mouth.

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

Te Koroka area itself represented the end of a trail. Staging camps for the retrieval of pounamu were located at the base of the mountain, with semi-permanent settlements located closer to the lake. The tūpuna (ancestors) had considerable knowledge of whakapapa, traditional trails, places for gathering kai (food) and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The retrieval of large amounts of pounamu from this source, so far inland and over a range of physical barriers, attests to the importance of this resource to the economy and customs of the iwi over many generations. Pounamu transported back to coastal settlements was fashioned into tools, ornaments and weapons. The types of pounamu gathered were inaka and koko-takiwai. Strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to access the pounamu resource. It is because of these patterns of activity that Te Koroka continues to be important to rūnanga located in Otago, Murihiku and beyond. These rūnanga carry the responsibil-



ities of kaitiaki in relation to the area, and are represented by the tribal structure, Te Rūnanga o Ngāi Tahu.

The actual area from which pounamu was collected is now, and was in traditional times, under a tapu until an appropriate karakia (incantation) and ceremony was performed to permit access and retrieval of a taonga that was of the highest value to iwi. The area is largely unmodified since it was last visited by the ancestors and is a taonga to be treasured. Periodic storms reveal, on the slopes below the “collection” site, large boulders of pounamu, brought to the surface through raging torrents of water rushing down the maunga (mountain).

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

## Schedule 92

### Tōpuni for Tititea (Mount Aspiring)

ss 238, 239

#### Description of area

The area over which the Tōpuni is created is the area known as Tititea (Mount Aspiring) as shown on Allocation Plan MS 2 (SO 24665).

#### Preamble

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Tititea, as set out below.

#### Ngāi Tahu values relating to Tititea (Mount Aspiring)

As with all principal maunga (mountains), Tititea is imbued with the spiritual elements of Raki and Papa, in tradition and practice regarded as an important link to the primeval parents. Tititea is a prominent and majestic peak, clearly visible from a number of vantage points in the south, and its role in Ngāi Tahu's creation stories gives rise to its tapu status. From the heights above Te Ana-au (Lake Te Anau), it is a particularly impressive sight when the sun is setting.

The most common Ngāi Tahu name for the mountain known to Pākehā as Mount Aspiring is Tititea, referring to the mountain's white peak. It is not unusual, however, for places and physical features to have more than one name, reflecting the traditions of the successive iwi who peopled the land. Other names for the mountain include "Mākahi Tā Rakiwhānoa" (referring to a wedge belonging to Tū Te Rakiwhānoa) and "Ōtapahu", which may refer to a type of dogskin cloak.

The Bonar Glacier is known as Hukairoroa Tā Parekiore (which refers to the long, hard glacial ice and crevasses formed by Parekiore). Parekiore was a giant who used to stalk up and down the South and North Islands taking fīfī (muttonbirds) northwards and returning with kūmara. The lakes represent his footprints and the frozen splashes from his footsteps in the south were transformed into glaciers.

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

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

The mauri of Tititea represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the nat-

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

## Schedule 93

### Tōpuni for Tūtoko

ss 238, 239

#### Description of area

The area over which the Tōpuni is created is the area known as Tūtoko located in Fiordland National Park, as shown on Allocation Plan MS 3 (SO 24747 (Otago Land District) and SO 12231 (Southland Land District)).

#### Preamble

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional values relating to Tūtoko, as set out below.

#### Ngāi Tahu values relating to Tūtoko

The Fiordland area, within which Tūtoko stands, represents, in tradition, the raised up sides of Te Waka o Aoraki, after it foundered on a submerged reef and its occupants, Aoraki and his brothers, were turned to stone. These people are now manifested in the highest peaks in Kā Tiritiri o Te Moana (the Southern Alps). The fiords at the southern end of the Alps were carved out of the raised side of the wrecked Waka o Aoraki by Tū Te Rakiwhānoa, so as to make the waka (canoe) habitable by humans. The deep gorges and long waterways that are the fiords were provided as safe havens on this rugged coast, and stocked with fish, forest and birds to sustain humans.

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

Tūtoko is not, in fact, the original name of the maunga (mountain), but was applied by Dr J. Hector in 1863 after he met the old rangatira (chief) Tūtoko and his two daughters, Sara and May. The hills to the north of the Kōtuku River are named the Sara Hills, and those to the south, May Hills, after these daughters. The use of this name is seen as appropriate to Ngāi Tahu, as Tūtoko was an important rangatira of this region at that time, and is represented by the mountain.

Tūtoko is the kaitiaki (guardian) of Whakatipuwaitai, the westernmost creation of Rakaihautu and the southernmost kāinga (settlement) of Te Tai Poutini (West Coast) pounamu trails, which provides access to koko-takiwai (a type of pounamu) at Piopiotahi (Milford Sound) and Poison Bay further to the south. The kāinga was also an important staging post for travel into the Lake Wakatipu area via the Hollyford Valley. All of these trails, whether by land or by sea, lie under the shadow of Mt Tūtoko.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the land, the relationship of people with the land and their dependence on it, and tika-

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

Mountains such as Tūtoko are linked in whakapapa to the gods, and being the closest earthly elements to Raki the sky father, they are likened to the children of Raki and Papa, reaching skyward. The mauri of Tūtoko represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the land.

## Schedule 94

### Form of Nohoanga Entitlement

s 256

Created and granted on [*insert date*]

#### **PARTIES**

- (1) TE RŪNANGA O NGĀI TAHU (*Te Rūnanga*).
- (2) HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND acting by the [*Landholding Agent*] and the Minister of Māori Affairs (*the Crown*).

#### **BACKGROUND**

- A On 21 November 1997, the Crown and Te Rūnanga entered into a deed of settlement (the **deed of settlement**) recording the matters required to give effect to a settlement of all the historical claims of Ngāi Tahu Whānui.
- B Pursuant to the provisions of the deed of settlement, the Ngāi Tahu Claims Settlement Act 1998 provides for the creation of Nohoanga Entitlements on the terms set out in the deed of settlement.

**THE PARTIES** agree as follows:

#### **1 INTERPRETATION**

- 1.1 Terms defined in the deed of settlement and the Ngāi Tahu Claims Settlement Act 1998 will have the same meaning in this Entitlement.
- 1.2 [*Insert other definitions as required by specific Entitlement.*]

#### **2 ENTITLEMENT LAND**

The area which is the subject of this Entitlement is [*insert description of site and/or attach plans/map*] (the **entitlement land**) being adjacent to [*insert name of lake/river*] (the **Waterway**).

#### **3 CREATION OF ENTITLEMENT**

The Crown hereby creates and grants in favour of Te Rūnanga an entitlement to occupy temporarily and exclusively the entitlement land on a non-commercial basis for the purposes of permitting members of Ngāi Tahu Whānui to have access to the Waterway for lawful fishing and gathering of other natural resources, on the terms and conditions set out in this Entitlement.

#### **4 TERMS OF ENTITLEMENT**

##### **4.1 Length of Entitlement**

The initial term of this Entitlement shall be a period of ten years from [*insert date*].

#### **4.2 Entitlement shall be renewed**

Unless terminated pursuant to clause 5, this Entitlement shall be renewed at the expiry of its term at the option of Te Rūnanga for further terms of ten years each.

#### **4.3 Entitlement period**

Te Rūnanga may occupy the entitlement land to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute undertaking their normal functions in relation to the entitlement land) for up to 210 days in any calendar year (such days to exclude any day on and from 1 May to 15 August).

#### **4.4 Temporary camping shelters**

Te Rūnanga may erect camping shelters or similar temporary dwellings during the period or periods that the right to occupy the entitlement land pursuant to clause 4.3 is being exercised, provided that Te Rūnanga must:

- 4.4.1 remove such camping shelters or temporary dwellings when ceasing to exercise the right to occupy the entitlement land pursuant to clause 4.3; and
- 4.4.2 leave the entitlement land in substantially the same condition as it was in at the beginning of the period in each year when occupation may commence pursuant to clause 4.3, except for temporary effects normally associated with this type of occupation.

#### **4.5 Activities on entitlement land**

Notwithstanding clause 4.4, but subject to clauses 4.5.1 to 4.5.4 and 4.7, Te Rūnanga may, with the consent of the Landholding Agent, undertake such activities on the entitlement land as may be reasonably necessary to enable the entitlement land to be used for the purposes set out in clause 3, provided that:

- 4.5.1 the giving of consent by the Landholding Agent pursuant to this clause shall be completely at his or her discretion and subject to such conditions as he or she thinks fit;
- 4.5.2 where the entitlement land is land held under the Conservation Act 1987 or any Act in Schedule 1 of that Act the Landholding Agent may, in considering whether to give consent pursuant to this clause, require an environmental impact report in relation to the proposed activities, and an audit of that report at Te Rūnanga's expense, and impose reasonable conditions to avoid, remedy, or mitigate any adverse effects of the activity on the entitlement land and the surrounding land or on any wildlife;
- 4.5.3 when applying for any consent under this clause Te Rūnanga shall provide to the Landholding Agent details of the proposed activity, including, but not limited to:
  - (i) the effect of the activity on the entitlement land and, where the entitlement land is land held under the Conservation Act 1987 or

any Act in Schedule 1 of that Act, on the surrounding land and upon any wildlife;

- (ii) any proposed measures by Te Rūnanga to avoid, remedy, or mitigate any adverse effects;

4.5.4 if the Crown has complied with its obligations under this Entitlement, it shall not be obliged to compensate Te Rūnanga for any activities undertaken by Te Rūnanga pursuant to this clause, whether on termination of this Entitlement or at any other time.

#### **4.6 Continuing public access**

The creation and granting by the Crown, and exercise by Te Rūnanga, of this Entitlement shall not impede public access along the Waterway.

#### **4.7 Compliance with laws**

Te Rūnanga, and any activity carried on by Te Rūnanga on the entitlement land, (including any work undertaken on the entitlement land pursuant to clause 4.5) is subject to existing laws, bylaws, regulations, and land and water management practices relating to the entitlement land.

#### **4.8 Notification of activities**

In carrying out land and water management and practices relating to the entitlement land, the Landholding Agent must have regard to the existence of this Entitlement and will notify Te Rūnanga of any activity which may affect Te Rūnanga, and will avoid unreasonable disruption to Te Rūnanga or any sub-entitlement holder pursuant to clause 4.1.0.

#### **4.9 Entitlement assignable**

Te Rūnanga's rights under this Entitlement may be assigned by Te Rūnanga to any Papatipu Rūnanga:

provided that:

- (a) Te Rūnanga shall, prior to any assignment of its rights under this clause, give to the Crown written notice of its intention to assign its rights, including the contact details of the person or persons responsible for the receipt of notices in respect of this Entitlement;
- (b) any such assignment is without prejudice to the Crown's rights, powers, and remedies against Te Rūnanga under this Entitlement.

#### **4.10 Grant of sub-entitlements**

Te Rūnanga or its assignee may grant sub-entitlements to members of Ngāi Tahu Whānui in respect of this Entitlement, so long as each sub-entitlement is consistent with the terms of this Entitlement. The Crown's obligations to notify Te Rūnanga of any matter pursuant to this Entitlement shall not extend to any sub-entitlement holder. On termination of this Entitlement any such sub-entitlement shall automatically be terminated.



#### **4.11 Enforceability**

4.11.1 During the term of this Entitlement and while Te Rūnanga is occupying the entitlement land pursuant to the terms of this Entitlement, it shall be enforceable by Te Rūnanga against persons who are not parties to the deed of settlement as if it were the owner of the entitlement land.

4.11.2 The Crown is not obliged to enforce the rights of Te Rūnanga under this Entitlement against persons who are not parties to the deed of settlement on behalf of Te Rūnanga.

#### **4.12 Right to alienate adjacent land**

The existence and exercise of this Entitlement will not restrict the Crown's right to alienate either the entitlement land or land adjacent to the entitlement land or adjacent to the Waterway next to which the entitlement land is situated.

#### **4.13 Access ensured**

If the Crown alienates, or changes the classification or status of, land adjacent to the entitlement land, with the result that lawful access to the entitlement land no longer exists, the Crown will, subject to its obligations to comply with any statutory or regulatory requirements, ensure that Te Rūnanga continues to have the same type of access to the entitlement land as existed prior to such alienation or change of classification or status, unless and until this Entitlement is terminated pursuant to clause 5.

#### **4.14 Suspension of Entitlement**

Subject to clause 4.8, this Entitlement may be suspended at any time at the discretion of the Landholding Agent, after consulting with Te Rūnanga and having particular regard to its views, if necessary for reasons of management in accordance with the purposes for which the entitlement land is held. Notwithstanding clause 4.3, if this Entitlement is suspended, Te Rūnanga may use the entitlement land outside the entitlement period described in clause 4.3 for a time equal to the period of suspension.

#### **4.15 Targeted rates**

Te Rūnanga is liable to pay targeted rates under section 9 of the Local Government (Rating) Act 2002 in respect of the entitlement land in proportion to the period for which Te Rūnanga is entitled to occupy the entitlement land under clause 4.3.

Schedule 94 clause 4.15: substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

### **5 TERMINATION**

#### **5.1 Breach of terms of Entitlement**

5.1.1 Subject to clause 5.1.4, if Te Rūnanga, or any permitted assignee or any person to whom a sub-entitlement has been granted pursuant to clause 4.10, defaults in performing any of its obligations under this Entitlement,

and such default is capable of remedy, the Crown may give written notice to Te Rūnanga specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances).

- 5.1.2 Unless within 41 Business Days after the giving of notice pursuant to clause 5.1.1 the default specified in the notice has been remedied or appropriate action has been taken to remedy the default as required in the notice, the Crown may immediately terminate this Entitlement by notice in writing to Te Rūnanga.
- 5.1.3 If the default is not one which is capable of remedy the Crown may immediately terminate this Entitlement by notice in writing to Te Rūnanga.
- 5.1.4 On termination of this Entitlement pursuant to clauses 5.1.2 or 5.1.3, Te Rūnanga shall be entitled to apply to the Minister of Māori Affairs for a replacement Entitlement after the expiry of two years from the date of termination of this Entitlement.
- 5.1.5 Clause 5.1.4 shall survive the termination of this Entitlement.

## **5.2 Termination for other reasons**

The Crown may terminate this Entitlement if:

- (a) the Crown alienates the entitlement land; or
- (b) the entitlement land is destroyed or permanently detrimentally affected by any natural cause; or
- (c) it is a condition of this Entitlement set out in clause 6 that the entitlement land is reserve land which may be required by the Crown for the specific purpose for which it was originally set apart as a reserve and it becomes so required, or it is unformed legal road which becomes formed; or
- (d) subject to clause 4.13, if lawful access to the entitlement land no longer exists.

## **6 OTHER MATTERS**

### **6.1 Rights not affected**

Pursuant to section 267 of the Ngāi Tahu Claims Settlement Act 1998, except as expressly provided in this Entitlement, the existence of this Entitlement will not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

### **6.2 Limitation of rights**

Pursuant to section 268 of the Ngāi Tahu Claims Settlement Act 1998, except as expressly provided in this Entitlement, the existence of this Entitlement will not, of itself, have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the entitlement land.

**7 SPECIAL CONDITIONS**

*[including special purpose specification]*

**SIGNED** for and on behalf of **HER MAJESTY** )

**THE QUEEN** in right of New Zealand by [ ] )

Landholding Agent in the presence of: )

\_\_\_\_\_

Witness

\_\_\_\_\_

Signature

\_\_\_\_\_

Occupation

\_\_\_\_\_

Address

**SIGNED** for and on behalf of **HER MAJESTY** )

**THE QUEEN** in right of New Zealand by [ ] )

Minister of Māori Affairs in the presence of: )

\_\_\_\_\_

Witness

\_\_\_\_\_

Signature

\_\_\_\_\_

Occupation

\_\_\_\_\_

Address

THE SEAL of TE RŪNANGA O NGĀI TAHU )

was affixed to this document in the presence of: )

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Te Rūnanga o Ngāi Tahu Representative

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Secretary

## Schedule 95

### Sites over which Nohoanga Entitlements to be granted

s 256

Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
<i>Marlborough</i>				
1	Hapuku River	Hapuku River	1 hectare, approximately, being Crown Land and Closed Road, Block V, Mt Fyffe Survey District. Subject to survey, as shown on Allocation Plan MN 248 (SO 7310).	
2	Kōwhai River	Kōwhai Rivermouth	1 hectare, approximately, being Part Kōwhai Riverbed adjacent to legal road. Subject to survey, as shown on Allocation Plan MN 184 (SO 7309).	
3	Waimā (Ure) River	Waimā (Ure) River	1 hectare, approximately, being Part Waimā (Ure) Riverbed. Subject to survey as shown on Allocation Plan MN 433 (SO 7311).	
<i>Canterbury</i>				
4	Hurunui River	Hurunui River	1 hectare, approximately, being Part Rural Section 40222. Part <i>Gazette</i> 1972, page 2346. Subject to survey, as shown on Allocation Plan MN 142 (SO 19859).	No domestic animals.
5	Lake Alexandrina/ Takamoana	Lake Alexandrina/ Takamoana	1 hectare, approximately, being Part Section 14 (SO 18830). Part <i>Gazette</i> 1996, page 4759. Subject to survey, as shown	No domestic animals.

Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
6	Lake Benmore	Haldon	<p>hatched on Allocation Plan MN 472 (SO 19885).</p> <p>1 hectare, approximately, being—</p> <p>(a) 7000 square metres, approximately, being Part Reserve 1358 (SO 10143). Part <i>Gazette</i> 1967, page 444;</p> <p>(b) 3000 square metres, approximately, being Part Reserve 1358 (SO 13546). Part <i>Gazette</i> 1992, page 1986.</p> <p>Subject to survey, as shown on Allocation Plan MN 473 (SO 19886).</p>	Subject to operating easement. No domestic animals.
7	Lake McGregor/ Whakarukumoana	Lake McGregor/ Whakarukumoana	<p>5000 square metres, approximately, being Part Section 13 (SO 18830). Part <i>Gazette</i> 1996, page 4759. Subject to survey, as shown on Allocation Plan MN 471 (SO 19884).</p>	No domestic animals.
8	Lake Pūkaki	Lake Pūkaki	<p>1 hectare, approximately, being Part Reserve 5195 (SO 9656). Part <i>Gazette</i> Notice 171402/1. Subject to survey, as shown on Allocation Plan MN 68 (SO 19843).</p>	Subject to operating easement.
9	Lake Sumner	Lake Sumner	<p>1 hectare, approximately, being an area of Crown Land. Subject to survey, as shown on Allocation Plan MN 435 (SO 19877).</p>	No domestic animals.

Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
10	Ōhau River	Ōhau River (No 1)	1 hectare, approximately, being Part Ōhau Riverbed (SO 16047). Part <i>Gazette</i> Notice A78078/1. Subject to survey, as shown on Allocation Plan MN 151 (SO 19861).	Subject to operating easement.
11	Ōhau River	Ōhau River (No 2)	1 hectare, approximately, being Part Rural Section 36867 (SO 5620 and 5621). Part Certificate of Title 26F/698. Subject to survey, as shown on Allocation Plan MN 469 (SO 19883).	Subject to operating easement.
12	Pareora River	Pareora River (No 1)	1 hectare, approximately, being Part Reserve 3571 (SO 1064). Part <i>Gazette</i> Notice 553820/1. Subject to survey, as shown on Allocation Plan MN 465 (SO 19879).	Nohoanga may be terminated in order for site to be used for the purpose for which it was reserved (flood protection). No domestic animals.
13	Pareora River	Pareora River (No 2)	1 hectare, approximately, being Parts Reserve 3577 (SO 1064) and Part Motukaika Riverbed. Part in part <i>Gazette</i> 1902, page 2559. Subject to survey, as shown on Allocation Plan MN 466 (SO 19880).	Nohoanga may be terminated in order for site to be used for the purpose for which it was reserved (flood protection). No domestic animals.
14	Rakaia River	Rakaia River (No 1)	1 hectare, approximately, being Part Reserve 3047 (BM 71). Part <i>Gazette</i> 1898, page 245. Subject to survey, as shown on Allocation Plan MN 80 (SO 19846).	No domestic animals.
15	Rakaia River	Rakaia River (No 2)	1 hectare, approximately, being Part Rakaia Riverbed. Subject to survey, as shown	No domestic animals.

448	Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
16	Tengawai River	Tengawai River	hatched on Allocation Plan MN 489 (SO 19887).	1 hectare, approximately, being Part Tengawai Riverbed. Subject to survey, as shown on Allocation Plan MN 437 (SO 19878).	No domestic animals.
17	Waiau Ua	Waiau River	1 hectare, approximately, being Part Reserve 3215 (SO 1407). Part <i>Gazette</i> 1898, page 1720. Subject to survey, as shown on Allocation Plan MN 79 (SO 19845).	No domestic animals.	
18	Waihao River	Waihao River (No 1)	1 hectare, approximately, being Part Waihao Riverbed. Subject to survey, as shown hatched on Allocation Plan MN 467 (SO 19881).	No domestic animals.	
19	Waihao River	Waihao River (No 2)	1 hectare, approximately, being Part Rural Sections 41962 (SO 16307) and Part Waihao Riverbed. Part in part <i>Gazette</i> Notice 553820/1. Subject to survey, as shown on Allocation Plan MN 84 (SO 19847).	Nohoanga may be terminated in order for site to be used for the purpose for which it was reserved (flood protection). No domestic animals.	
20	Waipara River	Waipara Rivermouth	1 hectare, approximately, being Part Waipara Riverbed opposite Lot 1 DP 17853. Subject to survey, as shown on Allocation Plan MN 143 (SO 19860).		
21	Waipara River	Waipara River	1 hectare, approximately, being Part Waipara Riverbed adjoining legal road (Barnetts Road, Waipara). Subject to survey, as shown		



Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
<i>Otago</i>				
22	Ahuriri River	Ahuriri River	1 hectare, approximately, being Part Section 15, Block XII, Benmore Survey District (SO 21462). Subject to survey, as shown on Allocation Plan MN 245 (SO 24710).	No domestic animals.
23	Hawea River	Albert Town Recreation Reserve	1 hectare, approximately, being Part Section 52, Block V, Lower Wanaka Survey District. Part Certificate of Title 13D/754. Subject to survey, as shown on Allocation Plan MN 476 (SO 24683).	
24	Lake Aviemore	Lake Aviemore (Ōtematātā)	1 hectare, approximately, being Part Run 243E (SO 1344). Part <i>Gazette</i> Notice 348771. Subject to survey, as shown on Allocation Plan MN 434 (SO 24712).	Subject to operating easement.
25	Lake Benmore	Ōtematapaio Recreation Reserve	1 hectare, approximately, being Part Section 3, Block V, Benmore Survey District (SO 18625). Part <i>Gazette</i> Notice 484954. Subject to survey, as shown on Allocation Plan MN 246 (SO 24711).	No domestic animals.
26	Lake Hawea	Adjoining Hawea Camping Ground	1 hectare, approximately, being Part Section 1, Block II, Lower Hawea Survey District (SO 13367). Part <i>Gazette</i> Notice 328163. Subject to survey, as shown on Allocation Plan MN 448 (SO 24676).	Subject to operating easement. No dogs.

Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
27	Lake Hawea	Timaru Creek	1 hectare, approximately, being Part Section 3, Block XIV, Mid Hawea Survey District (SO 17340). Part <i>Gazette</i> Notice 385850. Subject to survey, as shown on Allocation Plan MN 456 (SO 24675).	Subject to operating easement. Subject to continued use in emergencies as a rural firefighting base. No dogs in December and January. At other times of the year, campers will be required to obtain and produce on demand a certificate certifying that any dog on the site is free of all diseases.
28	Lake Hawea	Lake Hawea – Western Shore	1 hectare, approximately, being Part Recreation Reserve, Mid Hawea Survey District (SO 16522). Part <i>Gazette</i> 1891, page 1049. Subject to survey, as shown on Allocation Plan MN 447 (SO 24674).	
29	Lake Ōhau	Lake Ōhau	1 hectare, approximately, being Part Run 725, Campbell Survey District (SO 12904). Subject to survey, as shown on Allocation Plan MN 69 (SO 24715).	No domestic animals.
30	Lake Wakatipu	Wye Creek	1 hectare, approximately, being Part Section 9, Block V, Coneburn Survey District (SO 22367). Subject to survey, as shown on Allocation Plan MN 502 (SO 24678).	
31	Lake Wanaka	Dublin Bay	1 hectare, approximately, being Part Section 31, Block V, Lower Wanaka Survey District (SO 17404). Part Certificate of Title 13D/	

Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
32	Lake Wanaka	Waterfall Creek	1 hectare, approximately, being Part Section 1, Block XIII, Lower Wanaka Survey District (SO 962). Part <i>Gazette</i> Notice 599665/1. Subject to survey, as shown on Allocation Plan MN 71 (SO 24684).	
33	Lower Clutha	Kaitangata	1 hectare, approximately, being Part Sections 5 to 7, Block II, North Molyneux Survey District (DP 4896). Part <i>Gazette</i> Notice 600374/1. Subject to survey, as shown on Allocation Plan MN 452 (SO 24673).	
34	Lower Clutha	Te Kōwhai/Beaumont Bridge	1 hectare, approximately, being Crown Land adjoining Section 11, Block IV, Beaumont Survey District, (SO 150). Subject to survey, as shown on Allocation Plan MN 451 (SO 24669).	
35	Shotover River	Tuckers Beach	1 hectare, approximately, being Part Section 92, Block II, Shotover Survey District (SO 18180). Part <i>Gazette</i> Notice 445904/1. Subject to rights to convey water and electricity embodied in the Register as Certificate of Title 15A/504 and Certificate of Title 15B/529. Subject to survey, as shown on Allocation Plan MN 463 (SO 24668).	The entitlement will run from 1 September to 16 May.

Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
36	Shotover River	Māori Point	1 hectare, approximately, being Part Run 27, Block XI, Skippers Creek Survey District. Subject to survey, as shown on Allocation Plan MN 464 (SO 24682).	
37	Taiari River	Loganburn	1 hectare, approximately, being Part Section 2, Block IV, Serpentine Survey District (SO 1486). Subject to survey, as shown on Allocation Plan MN 454 (SO 24667).	
38	Taiari River	Taiari River off Murray Road	1.4 hectares, approximately, being Section 17, Block XII, Strath Taiari Survey District (SO 19864). Subject to survey, as shown on Allocation Plan MN 477 (SO 24705).	
39	Taiari River	Paerau Reservoir	1 hectare, approximately, being Part Section 8, Block 1, Loganburn Survey District (SO 970). Subject to survey, as shown on Allocation Plan MN 453 (SO 24704).	
40	Upper Clutha River	Clutha River Island	1 hectare, approximately, being Part Clutha Riverbed, Block III, Tarras Survey District. Subject to survey, as shown on Allocation Plan MN 461 (SO 24681).	
41	Upper Clutha River	McNulty Point	1 hectare, approximately, being Part Section 1, SO 23940. Part <i>Gazette</i> Notices 924201 and 926769. Subject to survey, as shown on Allocation Plan MN 462 (SO 24685).	Subject to operating easement. No dogs in December and January. At other times of the year, campers will be required to obtain and produce on demand a certifi-

Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
42	Waianakarua River	Glencoe Reserve	1 hectare, approximately, being Part Lot 3 DP 4745. Part Certificate of Title 279/125. Subject to survey, as shown on Allocation Plan MN 167 (SO 24706).	cate certifying that any dog on the site is free of all diseases.
43	Waitaki River	Ferry Road	6000 square metres, approximately, being Part Waitaki Riverbed, Block VII, Papakaio Survey District. Subject to survey, as shown on Allocation Plan MN 527 (SO 24800).	
44	Waitaki River	Waitaki River Mouth	1 hectare, approximately, being Part Section 53, Block VIII, Papakaio Survey District (SO 1400). Subject to survey, as shown on Allocation Plan MN 450 (SO 24670).	
<i>Southland</i>				
45	Lake Manapōuri	Lake Manapōuri	1 hectare, approximately, being Part Manapōuri Lakebed. Subject to survey, as shown on Allocation Plan MN 73 (SO 12234).	
46	Lake Te Anau	Lake Mistletoe	1 hectare, approximately, being Part Section 6, Block III, Eglinton Survey District (SO 6989). Subject to survey, as shown on Allocation Plan MN 446 (SO 12254).	
47	Lake Te Anau	Lake Te Anau (9 Mile Creek)	1 hectare, approximately, being Part Run 301B (SO 4685). Subject to survey, as	

Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
48	Mataura River	Ardlussa	shown on Allocation Plan MN 486 (SO 12256). 1 hectare, approximately, being Parts Crown Land, Mataura Riverbed and unformed legal road, Block III, Wendonside Survey District. Subject to survey, as shown on Allocation Plan MN 475 (SO 12255).	
49	Mavora Lakes	Mavora Lakes	1 hectare, approximately, being Part Run 568 (SO 6800). Subject to survey, as shown on Allocation Plan MN 77 (SO 12235).	
50	Ōreti River	Junction of Ōreti River and Irthing Stream	1 hectare, approximately, being Part Section 136, Eyre Survey District (SO 1). Subject to survey, as shown on Allocation Plan MN 263 (SO 12248).	
51	Waiau River and Lagoon	Waiau River (No 1)	1 hectare, approximately, being Part Section 10 and Part Waiau Riverbed, Block I, Alton Survey District (SO 2840). Subject to survey, as shown on Allocation Plan MN 90 (SO 12236).	
52	Waiau River and Lagoon	Waiau River (No 2)	1 hectare, approximately, being Part Sections 7 and 7A, Block XV, Longwood Survey District (SO 2021 and 3726). Subject to survey, as shown on Allocation Plan MN 444 (SO 12253).	
53	Waiau River	Queen's Reach	1 hectare, approximately, being Part Section 25, Block II, Manapouri Survey District	

Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
54	Waikaia River	Piano Flat	5800 square metres, approximately, being Sections 8, 9, 10, 11 and Part Section 7, Block VI, Gap Survey District (SO 6837). Subject to survey, as shown on Allocation Plan MN 259 (SO 12246).	
55	Waikawa River and Harbour	Waikawa River	3085 square metres, approximately, being Part Section 42, Town of Niagara. Comprised in Document 084684.1. Subject to survey, as shown on Allocation Plan MN 260 (SO 12247).	Public access to the river along existing track to continue.
<i>Westland</i>				
56	Cascade River	Cascade River	1 hectare, approximately, being Part Reserve 1692. Subject to survey, as shown on Allocation Plan MN 163 (SO 12479).	No domestic animals.
57	Karangarua River and estuary	Karangarua River	1 hectare, approximately, being Crown Land. Subject to survey, as shown on Allocation Plan MN 160 (SO 12478).	No domestic animals.
58	Lady Lake	Lady Lake	1.5 hectares, approximately, being Part Rural Section 6110. Part <i>Gazette</i> 1984, page 350. Subject to survey, as shown on Allocation Plan MN 439 (SO 12486).	No domestic animals.

Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
59	Lake Brunner/Moana	Lake Brunner/Moana	2023 square metres, approximately, being Reserve 1212 (SO 3323). As shown on Allocation Plan MN 438 (SO 12485).	
60	Lake Haupiri	Lake Haupiri	1 hectare, approximately, being Part Section 1, SO 12366. Part <i>Gazette</i> 1997, page 882. Subject to survey, as shown on Allocation Plan MN 164 (SO 12480).	
61	Lake Kaniere	Lake Kaniere	1 hectare, approximately, being Part Rural Sections 2233 and 2017. Part <i>Gazette</i> 1989, page 309. Subject to survey, as shown on Allocation Plan MN 440 (SO 12487).	No domestic animals.
62	Mahitahi River	Mahitahi River	3035 square metres, approximately, being— (a) 2023 square metres, approximately, being Reserve 1217. Part <i>Gazette</i> 1937, page 2467; (b) 1012 square metres, approximately, being Section 12, Town of Weld. As shown on Allocation Plan MN 442 (SO 12488).	No domestic animals.
63	Mikonui River	North Bank adjacent Highway	4800 square metres, approximately, being Crown Land. Subject to survey, as shown on Allocation Plan MN 159 (SO 12477).	
64	Mikonui River	South Bank	1 hectare, approximately, being Crown Land. Subject to survey, as shown on Allocation Plan MN 497 (SO 12490).	



Site No	Waterway	Site	Legal Description/Allocation Plan	Special conditions
65	Ōkārito Lagoon and River	Ōkārito	1 hectare, approximately, being Part Section 1, SO 12157. Subject to survey, as shown on Allocation Plan MN 443 (SO 12489).	No domestic animals.
66	Ōkuru River	Adjacent to Waiaatoto River	1 hectare, approximately, being Part Reserve 320. Subject to survey, as shown on Allocation Plan MN 165 (SO 12481).	
67	Punakaiki River	Punakaiki River	1.5 hectares, approximately, being Part Rural Section 6382. Subject to survey, as shown on Allocation Plan MN 158 (SO 12476).	No domestic animals.
68	Taramakau River	Taramakau River	1 hectare, approximately, being Part Taramakau Riverbed and Part Reserve 706. Subject to survey, as shown on Allocation Plan MN 251 (SO 12483).	
69	Waita River and Māori Lakes	Waita River and Māori Lakes	1 hectare, approximately, being Part Reserve 328. Subject to survey, as shown on Allocation Plan MS 250 (SO 12482).	
70	Waiaatoto Lagoon	South Bank	1 hectare, approximately, being Part Reserve 662. Subject to survey, as shown on Allocation Plan MN 252 (SO 12484).	
71	Waiaatoto Lagoon	North Bank	1 hectare, approximately, being Crown Land. Subject to survey, as shown on Allocation Plan MN 498 (SO 12491).	

<b>Site No</b>	<b>Waterway</b>	<b>Site</b>	<b>Legal Description/Allocation Plan</b>	<b>Special conditions</b>
<i>Nelson</i>				
72	Pororari River	Pororari River	1 hectare, approximately, being Part Seabed. Subject to survey, as shown on Allocation Plan MN 185 (SO 15491).	No domestic animals.

## Schedule 96 Alteration of place names

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Current name	Amended name	Topographical Map 260 Reference		Longitude
		Map	GR Latitude	
<i>Kaikōura</i>				
Lake Grassmere	Lake Grassmere/Kapara Te Hau	P29	070410 S 41° 50 00	E 174° 10 00
White Bluffs	White Bluffs/Te Parinui o Whiti	P28	058605 S 41° 34 00	E 174° 09 00
<i>Canterbury</i>				
Avon River	Avon River/Ōtakaro	M35	880420 S 43° 32 00	E 172° 43 00
Ashburton River	Ashburton River/Hakatere	L37	145833 S 44° 03 00	E 171° 49 00
Ashley River	Ashley River/Rakahuri	M35	870698 S 43° 17 00	E 172° 43 00
Cam River	Cam River/Ruataniwha	M35	818589 S 43° 23 00	E 172° 39 00
Coopers Lagoon	Coopers Lagoon/Muriwai	M37	540042 S 43° 52 00	E 172° 18 00
Estuary of the Heathcote and Avon Rivers	Estuary of the Heathcote and Avon Rivers/Ihutai	M36	883393 S 43° 34 00	E 172° 45 00
Little Mount Peel	Little Mount Peel/Huatekerekere	J37	664015 S 43° 53 00	E 171° 13 00
Lyttelton Harbour	Lyttelton Harbour/Whakaraupō	N36	930335 S 43° 36 00	E 172° 48 00
Mackenzie Pass	Mackenzie Pass/Manahuna	I38	190656 S 44° 12 00	E 170° 37 00
Mount Cook ( <i>Mountain</i> )	Aoraki/Mount Cook	H36	793308 S 43° 36 00	E 170° 08 00
Mount Cook ( <i>Township</i> )	Aoraki/Mount Cook	H36	764154 S 43° 44 00	E 170° 06 00
Mount Harper	Mount Harper/Mahaanui	J36	529259 S 43° 40 00	E 171° 03 00

Current name	Amended name	Topographical Map 260 Reference		
		Map	GR	Latitude
Mount Herbert	Mount Herbert/Te Ahu Patiki	M36	892242 S 43° 41 00	E 172° 45 00
Mount Grey	Mount Grey/Maukatere	M34	733877 S 43° 07 00	E 172° 33 00
Mount Nimrod	Mount Nimrod/Kaumira	J39	350390 S 44° 26 00	E 170° 48 00
North Branch Ashburton River	North Branch Ashburton River/Hakatere	K37	075017 S 43° 53 00	E 171° 43 00
Port Levy (Potiriwi)	Port Levy (Potiriwi)/Koukourarata	N36	970320 S 43° 37 00	E 172° 50 00
Selwyn River	Selwyn River/Waikirikiri	M36	650180 S 43° 45 00	E 172° 26 00
South Branch Ashburton River	South Branch Ashburton River/Hakatere	K37	075017 S 43° 53 00	E 171° 43 00
Southern Alps	Southern Alps/Kā Tiritiri o te Moana	F39	744444 S 44° 20 00	E 168° 50 00
<i>Otago</i>				
Clutha River ( <i>upstream of river fork</i> )	Clutha River/Mata-Au	H46	596353 S 46° 15 00	E 169° 45 00
Dart River	Dart River/Te Awa Whakatipu	E41	435860 S 44° 50 00	E 168° 22 00
Goat Island	Goat Island/Rakiriri	I44	254844 S 45° 50 00	E 170° 37 00
Haast Pass	Haast Pass/Tioripatea	G38	183715 S 44° 06 00	E 169° 21 00
Harris Saddle	Harris Saddle/Tarahaka Whakatipu	D40	278979 S 44° 43 00	E 168° 10 00
Kurow Hill	Kurow Hill/Te Kohurau	I40	075054 S 44° 44 00	E 170° 27 00
Lake Alabaster	Lake Alabaster/Wāwāhi Waka	D39	255215 S 44° 31 00	E 168° 10 00
Lake McKerrow	Lake McKerrow/Whakatipu Waitai	D39	160300 S 44° 27 00	E 168° 03 00
Leaning Rock	Leaning Rock/Haehaeata	G41	229649 S 45° 04 00	E 169° 21 00
Moeraki Boulders	Moeraki Boulders /Kaihinaki	J42	396377 S 45° 21 00	E 175° 50 00

		Topographical Map 260 Reference			
Current name	Amended name	Map	GR	Latitude	Longitude
Mount Alfred	Mount Alfred/Ari	E40	429953	S 44° 45 00	E 168° 22 00
Mount Aspiring	Mount Aspiring/Tititea	E39	698382	S 44° 23 00	E 168° 44 00
Mount Charles	Mount Charles/Poatiri	J44	318805	S 45° 52 00	E 170° 42 00
Mount Earnslaw	Mount Earnslaw/Pikirakatahi	E40	450101	S 44° 37 00	E 168° 24 00
Mount MacKenzie	Mount MacKenzie/Pakihiwitahi	I43	201170	S 45° 32 00	E 170° 34 00
Mount Watkin	Mount Watkin/Hikarorua	I43	205130	S 45° 34 00	E 170° 35 00
Murdering Beach	Whareakeake	I44	285913	S 46° 20 00	E 170° 40 00
Old Man Range	Old Man Range/Kopuwai	G42	130350	S 45° 20 00	E 169° 13 00
Pig Island	Pig Island/Mātau	E41	477745	S 44° 57 00	E 168° 25 00
Pigeon Island	Pigeon Island/Wāwāhi Waka	E41	465770	S 44° 55 00	E 168° 24 00
Quarantine Island	Quarantine Island/Kamau Taurua	I44	260840	S 45° 50 00	E 170° 38 00
Shag Point (Point)	Shag Point/Matakaea	J43	404238	S 45° 29 00	E 175° 50 00
Taieri Island	Taieri Island/Moturata	I45	945575	S 46° 03 00	E 170° 13 00
<i>Murihiku</i>					
Campbell Island	Campbell Island/Motu Ihupuku	Topo 272/3		S 52° 32 00	E 169° 10 00
Colac Bay	Colac Bay/Ōraka	D46	182147	S 46° 22 00	E 167° 55 00
Colac Bay (Township)	Colac Bay/Ōraka	D46	158152	S 46° 22 00	E 167° 53 00
Doubtful Sound	Doubtful Sound/Patea	B42	280318	S 45° 16 00	E 166° 51 00
East Cape	East Cape/Koromere	E49	470442	S 47° 01 00	E 168° 14 00

Current name	Amended name	Topographical Map 260 Reference		
		Map	GR	Longitude
Hollyford River	Hollyford River/Whakatipu Kā Tuka	D39	115403 S 44° 20 00	E 168° 00 00
Howells Point	Howells Point/Taramea	D46	284133 S 46° 23 00	E 168° 47 00
Lords River	Lords River/Tūtaekawetoweto	E49	400330 S 46° 07 00	E 168° 08 00
Mount Anglem	Mount Anglem/Hananui	D48	214732 S 46° 45 00	E 168° 06 00
Milford Sound	Milford Sound/Piopiotaahi	D40	980120 S 44° 35 00	E 167° 49 00
Paterson Inlet ( <i>North and South West Arms</i> )	Paterson Inlet/Whaka a Te Wera	E48	330527 S 46° 56 00	E 168° 03 00
Port Pegasus	Port Pegasus/Pikihaiti	D50	080195 S 47° 13 00	E 167° 42 00
Port William	Port William/Potirepo	E48	360625 S 46° 51 00	E 168° 06 00
Riverton	Riverton/Aparima	D46	263170 S 46° 21 00	E 168° 01 00
Ship Cone	Ship Cone/Ōraupiri	F45	837521 S 46° 04 00	E 167° 53 00
Snares Islands	Snares Islands/Tini Heke	Topo 272/1 & 5	S 48° 02 00	E 166° 33 00
South Cape	South Cape/Whiore	D50	967105 S 47° 17 00	E 167° 32 00
South West Cape	South West Cape/Puhiwaero	D50	912109 S 47° 17 00	E 167° 28 00
Stewart Island	Stewart Island/Rakiura	265/2	S 47° 00 00	E 168° 00 00
The Bluff (Bluff Hill) <i>West Coast</i>	The Bluff/Motupōhue	E47	528891 S 46° 37 00	E 168° 20 00
Alpine Lake	Alpine Lake/Ata Puai	H35	777650 S 43° 17 00	E 170° 08 00
Browning Pass	Browning Pass/Noti Raureka	K33	749050 S 42° 57 00	E 171° 21 00

Current name	Amended name	Topographical Map 260 Reference			
		Map	GR	Latitude	Longitude
Cave Creek	Cave Creek/Kotihotihō	K30	758973	S 42° 07 00	E 171° 23 00
Cook River	Cook River/Weheka	G35	500475	S 43° 26 00	E 169° 47 00
Fox Glacier ( <i>Glacier only</i> )	Fox Glacier/Te Moeka o Tuawe	H35	740410	S 43° 30 00	E 170° 05 00
Franz Josef Glacier ( <i>Glacier only</i> )	Franz Josef Glacier/Kā Roimata o Hine Hukatere	H35	830450	S 43° 28 00	E 170° 12 00
Franz Josef ( <i>Township</i> )	Franz Josef/Waiau	H35	818538	S 43° 23 00	E 170° 11 00
Gillespies Point	Gillespies Point/Kōhahai	H35	542520	S 43° 24 00	E 169° 50 00
Greenstone or Big Hōhonu River	Greenstone River/Hokonui	J32	636415	S 42° 37 00	E 171° 13 00
Grey River	Grey River/Māwheranui	J31	613613	S 42° 26 00	E 171° 11 00
Island Hill	Island Hill/Tumuaki	J33	655237	S 42° 47 00	E 171° 14 00
Jackson Bay ( <i>Bay only</i> )	Jackson Bay/Okahu	E37	630840	S 44° 38 00	E 168° 40 00
Lake Browning	Lake Browning/Whakarewa	K33	749054	S 42° 57 00	E 171° 20 00
Lake Ianthe	Lake Ianthe/Matahi	I34	160920	S 43° 03 00	E 170° 37 00
Mahināpua Creek	Mahināpua Creek/Tūwharewhare	J33	424294	S 42° 44 00	E 170° 57 00
Mount Harman	Mount Harman/Kanieri	K33	763067	S 42° 56 00	E 171° 22 00
Mount Upright	Mount Upright/Te Taumata o Uekanuku	J33	591131	S 42° 52 00	E 171° 09 00
New River	New River/Kaimata	J32	577503	S 42° 33 00	E 171° 09 00
Nine Mile Creek	Nine Mile Creek/Kotorepi	J31	663716	S 42° 21 00	E 171° 15 00
Refuge Island	Refuge Island/Takataka	K32	846421	S 42° 37 00	E 171° 28 00

<b>Current name</b>	<b>Amended name</b>	<b>Topographical Map 260 Reference</b>			<b>Longitude</b>
		<b>Map</b>	<b>GR</b>	<b>Latitude</b>	
Rocky Point	Rocky Point/Taotikirangi	J33	596164	S 42° 51 00	E 171° 10 00
Seven Mile Creek	Seven Mile Creek/Waimatuku	J31	649684	S 42° 23 00	E 171° 14 00
Ten Mile Creek	Ten Mile Creek/Waianiwaniwa	J31	667732	S 42° 20 00	E 171° 16 00
The Doughboy	The Doughboy/Kokiraki	J33	518079	S 42° 55 00	E 171° 04 00
Westland National Park	Westland National Park/Tai Poutini National Park	H36	740345	S 43° 34 00	E 170° 05 00



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### Taonga species

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#### *Birds*

Name in Māori	Name in English	Scientific name
Hoiho	Yellow-eyed penguin	<i>Megadyptes antipodes</i>
Kāhu	Australasian harrier	<i>Circus approximans</i>
Kākā	South Island kākā	<i>Nestor meridionalis meridionalis</i>
Kākāpō	Kākāpō	<i>Strigops habroptilus</i>
Kākāriki	New Zealand parakeet	<i>Cyanoramphus</i> spp
Kakaruai	South Island robin	<i>Petroica australis australis</i>
Kakī	Black stilt	<i>Himantopus novaeseelandiae</i>
Kāmana	Crested grebe	<i>Podiceps cristatus</i>
Kārearea	New Zealand falcon	<i>Falco novaeseelandiae</i>
Karoro	Black-backed gull	<i>Larus dominicanus</i>
Kea	Kea	<i>Nestor notabilis</i>
Kōau	Black shag	<i>Phalacrocorax carbo</i>
	Pied shag	<i>Phalacrocorax varius varius</i>
	Little shag	<i>Phalacrocorax melanoleucos brevirostris</i>
Koekoeā	Long-tailed cuckoo	<i>Eudynamys taitensis</i>
Kōparapara <i>or</i> Korimako	Bellbird	<i>Anthornis melanura melanura</i>
Kororā	Blue penguin	<i>Eudyptula minor</i>
Kōtare	Kingfisher	<i>Halcyon sancta</i>
Kōtuku	White heron	<i>Egretta alba</i>
Kōwhiowhio	Blue duck	<i>Hymenolaimus malacorhynchos</i>
Kūaka	Bar-tailed godwit	<i>Limosa lapponica</i>
Kūkupa/Kererū	New Zealand wood pigeon	<i>Hemiphaga novaeseelandiae</i>
Kuruwhengu/Kuruwhengi	New Zealand shoveller	<i>Anas rhynchotis</i>
Mātā	Fernbird	<i>Bowdleria punctata punctata</i> and <i>Bowdleria punctata stewartiana</i> and <i>Bowdleria</i>

<b>Name in Māori</b>	<b>Name in English</b>	<b>Scientific name</b>
		<i>punctata wilsoni</i> and <i>Bowdleria punctata candata</i>
Matuku moana	Reef heron	<i>Egretta sacra</i>
Miromiro	South Island tomtit	<i>Petroica macrocephala macrocephala</i>
Miromiro	Snares Island tomtit	<i>Petroica macrocephala dannefaerdi</i>
Mohua	Yellowhead	<i>Mohoua ochrocephala</i>
Pākura/Pūkeko	Swamp hen/Pūkeko	<i>Porphyrio porphyrio</i>
Pārera	Grey duck	<i>Anas superciliosa</i>
Pateke	Brown teal	<i>Anas aucklandica</i>
Pihoihoi	New Zealand pipit	<i>Anthus novaeseelandiae</i>
Pīpīwharau	Shining cuckoo	<i>Chrysococcyx lucidus</i>
Pīwakawaka	South Island fantail	<i>Rhipidura fuliginosa fuliginosa</i>
Poaka	Pied stilt	<i>Himantopus himantopus</i>
Pokotiwaha	Snares crested penguin	<i>Eudyptes robustus</i>
Pūtakitaki	Paradise shelduck	<i>Tadorna variegata</i>
Riroriro	Grey warbler	<i>Gerygone igata</i>
Roroa	Great spotted kiwi	<i>Apteryx haastii</i>
Rowi	Ōkārito brown kiwi	<i>Apteryx mantelli</i>
Ruru koukou	Morepork	<i>Ninox novaeseelandiae</i>
Takahē	Takahē	<i>Porphyrio mantelli</i>
Tara	Terns	<i>Sterna spp</i>
Tawaki	Fiordland crested penguin	<i>Eudyptes pachyrhynchus</i>
Tete	Grey teal	<i>Anas gracilis</i>
Tieke	South Island saddleback	<i>Philesturnus carunculatus carunculatus</i>
Tītī	Sooty shearwater/Muttonbird/ Hutton's shearwater Common diving petrel South Georgian diving petrel Westland petrel Fairy prion Broad-billed prion White-faced storm petrel Cook's petrel	<i>Puffinus griseus</i> and <i>Puffinus huttoni</i> and <i>Pelecanoides urinatrix</i> and <i>Pelecanoides georgicus</i> and <i>Procellaria westlandica</i> and <i>Pachyptila turtur</i> and <i>Pachyptila vittata</i> and <i>Pelagodroma marina</i> and <i>Pterodroma cookii</i> and <i>Pterodroma inexpectata</i>

<b>Name in Māori</b>	<b>Name in English</b>	<b>Scientific name</b>
	Mottled petrel	
Tītītipounamu	South Island rifleman	<i>Acanthisitta chloris chloris</i>
Tokoeka	South Island brown kiwi	<i>Apteryx australis</i>
Toroa	Albatrosses and Mollymawks	<i>Diomedea</i> spp
Toutouwai	Stewart Island robin	<i>Petroica australis rakiura</i>
Tūī	Tūī	<i>Prothemadera novaeseelandiae</i>
Tutukiwi	Snares Island snipe	<i>Coenocorypha aucklandica huegeli</i>
Weka	Western weka	<i>Gallirallus australis australis</i>
Weka	Stewart Island weka	<i>Gallirallus australis scotti</i>
Weka	Buff weka	<i>Gallirallus australis hectori</i>

### *Plants*

<b>Name in Māori</b>	<b>Name in English</b>	<b>Scientific name</b>
Akatorotoro	White rata	<i>Metrosideros perforata</i>
Aruhe	Fernroot (bracken)	<i>Pteridium aquilinum</i> var <i>esculentum</i>
Harakeke	Flax	<i>Phormium tenax</i>
Horoeka	Lancewood	<i>Pseudopanax crassifolius</i>
Houhi	Mountain ribbonwood	<i>Hoheria lyalli</i> and <i>H. glabata</i>
Kahikatea	Kahikatea/White pine	<i>Dacrycarpus dacrydioides</i>
Kāmahi	Kāmahi	<i>Weinmannia racemosa</i>
Kānuka	Kānuka	<i>Kunzia ericoides</i>
Kāpuka	Broadleaf	<i>Griselinia littoralis</i>
Karaeopirita	Supplejack	<i>Ripogonum scandens</i>
Karaka	New Zealand laurel/Karaka	<i>Corynocarpus laevigata</i>
Karamū	Coprosma	<i>Coprosma robusta, coprosma lucida, coprosma foetidissima</i>
Kātote	Tree fern	<i>Cyathea smithii</i>
Kiekie	Kiekie	<i>Freycinetia baueriana</i> subsp <i>banksii</i>
Kōhia	NZ Passionfruit	<i>Passiflora tetrandra</i>
Korokio	Korokio Wire-netting bush	<i>Corokia cotoneaster</i>

<b>Name in Māori</b>	<b>Name in English</b>	<b>Scientific name</b>
Koromiko/Kōkōmuka	Koromiko	<i>Hebe salicifolia</i>
Kōtukutuku	Tree fuchsia	<i>Fuchsia excorticata</i>
Kōwahi Kōhai	Kōwhai	<i>Sophora microphylla</i>
Mamaku	Tree fern	<i>Cyathea medullaris</i>
Mānia	Sedge	<i>Carex flagellifera</i>
Mānuka Kahikātoa	Tea-tree	<i>Leptospermum scoparium</i>
Māpou	Red matipo	<i>Myrsine australis</i>
Mataī	Mataī/Black pine	<i>Prumnopitys taxifolia</i>
Miro	Miro/Brown pine	<i>Podocarpus ferrugineus</i>
Ngaio	Ngaio	<i>Myoporum laetum</i>
Nikau	New Zealand palm	<i>Rhopalostylis sapida</i>
Pānako	(Species of fern)	<i>Asplenium obtusatum</i>
Pānako	(Species of fern)	<i>Botrychium australe</i> and <i>B. biforme</i>
Pātōtara	Dwarf mingimingi	<i>Leucopogon fraseri</i>
Pīngao	Pīngao	<i>Desmoschoenus spiralis</i>
Pōkākā	Pōkākā	<i>Elaeocarpus hookerianus</i>
Ponga/Poka	Tree fern	<i>Cyathea dealbata</i>
Rātā	Southern rātā	<i>Metrosideros umbellata</i>
Raupō	Bulrush	<i>Typha angustifolia</i>
Rautāwhiri/Kōhūhū	Black matipo/Māpou	<i>Pittosporum tenuifolium</i>
Rimu	Rimu/Red pine	<i>Dacrydium cypressinum</i>
Rimurapa	Bull kelp	<i>Durvillaea antarctica</i>
Taramea	Speargrass, spaniard	<i>Aciphylla</i> spp
Tarata	Lemonwood	<i>Pittosporum eugenioides</i>
Tawai	Beech	<i>Nothofagus</i> spp
Tētēaweka	Muttonbird scrub	<i>Olearia angustifolia</i>
Tī rākau/Tī Kōuka	Cabbage tree	<i>Cordyline australis</i>
Tikumu	Mountain daisy	<i>Celmisia spectabilis</i> and <i>C. semicordata</i>
Tītoki	New Zealand ash	<i>Alectryon excelsus</i>
Toatoa	Mountain Toatoa, Celery pine	<i>Phyllocladus alpinus</i>

<b>Name in Māori</b>	<b>Name in English</b>	<b>Scientific name</b>
Toetoe	Toetoe	<i>Cortaderia richardii</i>
Tōtara	Tōtara	<i>Podocarpus totara</i>
Tutu	Tutu	<i>Coriaria</i> spp
Wharariki	Mountain flax	<i>Phormium cookianum</i>
Whīnau	Hīnau	<i>Elaeocarpus dentatus</i>
Wī	Silver tussock	<i>Poa cita</i>
Wīwī	Rushes	<i>Juncus</i> all indigenous <i>Juncus</i> spp and <i>J. maritimus</i>

*Marine mammals*

<b>Name in Māori</b>	<b>Name in English</b>	<b>Scientific name</b>
Ihupuku	Southern elephant seal	<i>Mirounga leonina</i>
Kekeno	New Zealand fur seals	<i>Arctocephalus forsteri</i>
Paikea	Humpback whales	<i>Megaptera novaeangliae</i>
Parāoa	Sperm whale	<i>Physeter macrocephalus</i>
Rāpoka/Whakahao	New Zealand sea lion/ Hooker's sea lion	<i>Phocarctos hookeri</i>
Tohorā	Southern right whale	<i>Balaena australis</i>

## Schedule 98 Customary fisheries

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### Part A Taonga fish species

Name in Māori	Name in English	Scientific name
Kāeo	Sea tulip	<i>Pyura pachydermatum</i>
Koeke	Common shrimp	<i>Palaemon affinis</i>
Kōkopu/Hawai	Giant bully	<i>Gobiomorphus gobioides</i>
Kōwaro	Canterbury mudfish	<i>Neochanna burrowsius</i>
Paraki/Ngaiore	Common smelt	<i>Retropinna retropinna</i>
Piripiripōhatu	Torrentfish	<i>Cheimarrichthys fosteri</i>
Taiwharu	Giant kōkopu	<i>Galaxias argenteus</i>

### Part B Shellfish Species

Name in Māori	Name in English	Scientific name
Pipi/Kākahi	Pipi	<i>Paphies australe</i>
Tuaki	Cockle	<i>Austrovenus stutchburgi</i>
Tuaki/Hākiari, Kuhakuha/ Pūrimu	Surfclam	<i>Dosinia anus</i> , <i>Paphies donacina</i> , <i>Macra discor</i> , <i>Macra murchsoni</i> , <i>Spisula aequilateralis</i> , <i>Basina yatei</i> , or <i>Dosinia subrosa</i>
Tuatua	Tuatua	<i>Paphies subtriangulata</i> , <i>Paphies donacina</i>
Waikaka/Pūpū	Mudsnail	<i>Amphibola crenata</i> , <i>Turbo smaragdus</i> , <i>Zedilom spp</i>

**Schedule 99**  
**Clauses 12.14.18 and 12.14.19 of deed of settlement**  
**Right of first refusal to purchase shellfish quota**

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**12.14.18 Exercise of right of first refusal**

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

- (a) the Crown, through the Minister of Fisheries, will notify Te Rūnanga at least 10 Business Days in advance of the intention of the Minister of Fisheries to offer to the public for sale any part of the Shellfish Species TACC and will in that notice provide to Te Rūnanga such commercial information as the Minister of Fisheries normally makes available whether on request or otherwise, in the course of an offer to the public of TACC for shellfish species in general;
- (b) following any such offer to the public, if the Minister of Fisheries wishes to sell to the public any part of the Shellfish Species TACC, he or she will first offer the Quota to Te Rūnanga in a written notice setting out all of the terms and conditions (including price) of the proposed sale of the Quota;
- (c) if Te Rūnanga wishes to exercise its right of first refusal to purchase part or all of the Quota it will accept the offer in writing, by no later than 5.00 pm on the 4th Business Day following receipt of the notice given by the Minister of Fisheries pursuant to *clause 12.14.18(b)*, and pay the full purchase price for the amount of Quota which it accepts within the time specified in that notice (which period shall commence on the date of acceptance of the offer and be no less than that period which the Minister of Fisheries would normally require in the course of an offer to the public of TACC for shellfish species in general);
- (d) such notification of acceptance and payment shall be made in the manner directed in the notice offering the Quota to Te Rūnanga;
- (e) if Te Rūnanga fails or declines to exercise its right of first refusal in the manner provided in *clauses 12.14.18(c)* and *(d)* to accept all or any part of the Quota offered as provided in *clause 12.14.18(b)* then, subject to *clauses 12.14.18(g)* and *(h)*, Te Rūnanga's right of first refusal in respect of Quota which has not been accepted shall lapse, at the earlier of the expiry of the period specified in *clause 12.14.18(c)* or the date on which Te Rūnanga declines to exercise its right of first refusal;
- (f) if Te Rūnanga's right of first refusal has lapsed pursuant to *clause 12.14.18(e)* in respect of any Quota which has not been accepted the Minister of Fisheries shall be free to sell such Quota to any other person,

- provided that the terms and conditions of the sale (including price) are no more favourable to the purchaser than those offered to Te Rūnanga;
- (g) before selling any Quota pursuant to *clause 12.14.18(f)* the Minister of Fisheries shall notify Te Rūnanga in writing of the terms and conditions (including price) of the proposed sale (which Te Rūnanga shall keep strictly confidential). If by the end of the Business Day following the day on which the Minister of Fisheries notifies Te Rūnanga of such proposed sale the Minister of Fisheries does not receive written notice from Te Rūnanga stating that, in Te Rūnanga's opinion, the terms and conditions of the proposed sale (including price) are more favourable to another purchaser than the terms and conditions (including price) offered to Te Rūnanga under *clause 12.14.18(b)*, the Minister of Fisheries may sell the Quota in accordance with those terms and conditions (including price);
  - (h) if the Minister of Fisheries does receive the notice referred to in *clause 12.14.18(g)* within the prescribed period then the provisions of *clause 12.14.19* shall apply;
  - (i) if the Minister of Fisheries wishes to sell such Quota on terms more favourable to another purchaser, he or she shall first offer the Quota to Te Rūnanga on those terms and conditions (including price), in accordance with the procedures set out in this *clause 12.14.18* (excepting *clause 12.14.18(a)*);
  - (j) if the Minister of Fisheries wishes to re-offer such Quota to the public for sale, he or she shall be obliged to comply with all of the procedures set out in this *clause 12.14.18*; and
  - (k) the right of first refusal provided for in this *clause 12.14* shall not be assignable by Te Rūnanga.

#### *Arbitration process*

#### **12.14.19 Arbitration process**

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

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



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

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

## **Schedule 100**

### **Statutory acknowledgement for Te Tai o Marokura (Kaikōura Coastal Marine Area)**

ss 205, 312, 313

#### **Statutory area**

The area to which this statutory acknowledgement applies is Te Tai o Marokura (the Kaikōura Coastal Marine Area), the Coastal Marine Area of the Kaikōura constituency of the former Nelson Marlborough region, as shown on SO 14497, Marlborough Land District, extended northwards (but not eastwards) to the Takiwā of Ngāi Tahu Whānui, such boundary determined in the same manner as for the northern boundary of the Ngāi Tahu Claim Area, as shown on Allocation Plan NT 505 (SO 19901).

#### **Preamble**

Under section 313, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Te Tai o Marokura as set out below.

#### **Ngāi Tahu association with Te Tai o Marokura**

The formation of the coastline of Te Wai Pounamu relates to the tradition of Te Waka o Aoraki, which foundered on a submerged reef, leaving its occupants, Aoraki and his brothers, to turn to stone. They are manifested now in the highest peaks in the Kā Tiritiri o Te Moana (the Southern Alps). The bays, inlets, estuaries and fiords which stud the coast are all the creations of Tū Te Rakiwhānoa, who took on the job of making the island suitable for human habitation.

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

The Kaikōura Coastline took its name from Tama Ki Te Rangi, an early explorer in the time of Tamatea Pōkaiwhenua, who decided to explore the South Island. On his way from the North Island, Tama ki Te Rangi stopped in the area now known as Kaikōura and ate some of the crayfish that populate the area over an open fire. From Tama Ki Te Rangi's feast on crayfish, the area was named, Te Ahi Kaikōura a Tama ki Te Rangi—the fires where Tama Ki Te Rangi ate crayfish.

Because of its attractiveness as a place to establish permanent settlements, including pā (fortified settlements), the coastal area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of the Ngāi Tahu Whānui. Battle sites, urupā and landscape features bearing the names of tūpuna (ancestors) record this history. Prominent headlands, in particular, were favoured for their defensive qualities and became the headquarters for a succession of rangatira and their followers.

One of the leading sites in Kaikōura in pre-contact times was Takahaka marae, which is still occupied by Ngāi Tahu. From the time the Ngāi Tahu leader Maru Kaitātea took Takahaka Pā for Ngāi Tahu occupation, the site acted as a staging site for Ngāi Tahu migrations further south. Other pā in the area included Pariwhakatau, Mikonui, Ōaro and Kahutara. Place names along the coast, such as the gardens of Tamanuhiri and the Waikōau River, record Ngāi Tahu history and point to the landscape features which were significant to people for a range of reasons.

The results of the struggles, alliances and marriages arising out of these migrations were the eventual emergence of a stable, organised and united series of hapū located at permanent or semi-permanent settlements along the coast, with an intricate network of mahinga kai (food gathering) rights and networks that relied to a large extent on coastal resources.

As well as the crayfish for which the area is famous, the whole of the Kaikōura area offered a bounty of mahinga kai including a range of kaimoana (sea food); sea fishing; eeling and harvesting of other freshwater fish in lagoons and rivers; marine mammals (providing whale meat and seal pups); waterfowl, sea bird egg gathering and forest birds; and a variety of plant resources including harakeke (flax), fern and tī root.

A particular feature of the Ngāi Tahu relationship with the Kaikōura coastal area is the special connection with the whales which frequent the area. This relationship has its basis in tradition. The well-known rangatira (chief) and brave warrior of the Kāti Kurī hapū of Ngāi Tahu, Te Rakaitauneke, was said to have a kaitiaki whale, named Mata mata, who dwelt in the sea opposite Te Rakaitauneke's home in Tāhuna Tōrea (Goose Bay). Mata mata's sole duty and purpose in life was to do Te Rakaitauneke's bidding, to serve all his needs and to guard him against harm. Everywhere Te Rakaitauneke went, Mata mata went too. When Te Rakaitauneke went to Takahanga, Mata mata could be seen blowing outside the garden of memories, as close to shore as he could possibly get. Te Rakaitauneke's love for Mata mata was as great as the whale's love for him.

After Te Rakaitauneke's death, Mata mata was not seen along the Kaikōura coast for some time, and it was rumoured that he had gone away and died of sorrow at the loss of his master. There were those, however, who remembered Te Rakaitauneke's prediction that after his death Mata mata would only return when one of his descendants was facing imminent danger or death. There are many stories since that time of a Mata mata appearing to foretell the death of one of Te Rakaitauneke's descendants. It is also said that many of the descendants of Te Rakaitauneke, when faced with peril on the high seas, have been saved by the timely intervention of a whale.

The Kaikōura coast was also a major highway and trade route, particularly in areas where travel by land was difficult. Travel by sea between settlements and hapū was common, with a variety of different forms of waka, including the southern waka hunua (double-hulled canoe) and, post-contact, whale boats plying the waters continuously. Hence tauranga waka (landing places) occur up and down the coast in their hundreds and wherever a tauranga waka is located there is also likely to be a

nohoanga (settlement), fishing ground, kaimoana resource and rimurapa (bull kelp), with the sea trail linked to a land trail or mahinga kai resource. The tūpuna had a huge knowledge of the coastal environment and weather patterns, passed from generation to generation. This knowledge continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the coast.

Numerous urupā are being exposed or eroded at various times along much of the coast. Water burial sites on the coast, known as waiwhakaheketūpāpaku, are also spiritually important and linked with important sites on the land. Places where kaitāngata (the eating of those defeated in battle) occurred are also wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected in secret locations.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215 and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Te Tai o Marokura, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Te Tai o Marokura as provided in section 208 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213 and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Te

Tai o Marokura (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Te Tai o Marokura.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Tai o Marokura.

Schedule 100: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 101**

### **Statutory acknowledgement for Te Tai o Mahaanui (Selwyn – Banks Peninsula Coastal Marine Area)**

ss 205, 312, 313

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is Te Tai o Mahaanui (Selwyn – Banks Peninsula Coastal Marine Area), the Coastal Marine Area of the Selwyn – Banks Peninsula constituency of the Canterbury region, as shown on SO Plan 19407, Canterbury Land District as shown on Allocation Plan NT 505 (SO 19901).

#### **Preamble**

Under section 313, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Te Tai o Mahaanui as set out below.

#### **Ngāi Tahu association with Te Tai o Mahaanui**

The formation of the coastline of Te Wai Pounamu relates to the tradition of Te Waka o Aoraki, which foundered on a submerged reef, leaving its occupants, Aoraki and his brothers, to turn to stone. They are manifested now in the highest peaks in the Kā Tiritiri o Te Moana (the Southern Alps). The bays, inlets, estuaries and fiords which stud the coast are all the creations of Tū Te Rakiwhānoa, who took on the job of making the island suitable for human habitation.

The naming of various features along the coastline reflects the succession of explorers and iwi (tribes) who travelled around the coastline at various times. The first of these was Māui, who fished up the North Island, and is said to have circumnavigated Te Wai Pounamu. In some accounts the island is called Te Waka a Māui in recognition of his discovery of the new lands, with Rakiura (Stewart Island) being Te Puka a Māui (Māui's anchor stone). A number of coastal place names are attributed to Māui, particularly on the southern coast.

There are a number of traditions relating to Te Tai o Mahaanui. One of the most famous bays on the Peninsula is Akaroa, the name being a southern variation of the word "Whangaroa". The name refers to the size of the harbour. As with all other places in the South Island, Akaroa placenames recall the histories and traditions of the three tribes which now make up Ngāi Tahu Whānui: Waitaha, Ngāti Mamoe and Ngāi Tahu.

Waitaha traditions tell that after Rakaihautu had dug the southern lakes with his kō (a tool similar to a spade)—Tūwhakarōria—he and his son, Rokohouia, returned to Canterbury with their people. On the return, Rakaihautu buried his kō (a tool similar to a spade) on a hill overlooking the Akaroa harbour. That hill was called Tuhiraki (Bossu). Rakaihautu remained in this region for the rest of his life.

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

Because of its attractiveness as a place to establish permanent settlements, including pā (fortified settlements), the coastal area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. Battle sites, urupā and landscape features bearing the names of tūpuna (ancestors) record this history. Prominent headlands, in particular, were favoured for their defensive qualities and became the headquarters for a succession of rangatira and their followers.

Ngāi Tahu connections to Akaroa came after the settling of Kaiapoi Pā in North Canterbury. Akaroa harbour was soon allocated to a number of chiefs by Tūrākautahi of Kaiapoi. One chief, Te Ruahikihiki, settled at Whakamoā near the Akaroa Heads at the south east end of the harbour. Te Ruahikihiki fell in love with the elder sister of his wife, Hikaiti. As it was customary at that time for chiefs to have several wives, Te Ruahikihiki took the elder sister, Te Ao Taurewa, as his wife.

Hikaiti fell into a deep depression and resolved to kill herself. She arose early in the morning, combed her hair and wrapped her cloak tightly around herself. She went to the edge of the cliff where she wept and greeted the land and the people of her tribe. With her acknowledgements made, she cast herself over the cliff where she was killed on the rocks. The body remained inside the cloak she had wrapped around herself. This place became known as Te Tarere a Hikaiti (the place where Hikaiti leapt). After a long period of lamentation, Te Ruahikihiki and his people moved to the south end of Banks Peninsula to Te Waihora (Lake Ellesmere).

Another one of the senior chiefs within the Akaroa harbour was Te Ake whose hapū was Ngāi Tuhaitara. Ōtokotoko was claimed by Te Ake when he staked his tokotoko (staff) at that end of the bay. Te Ake's daughter, Hine Ao, is now represented as a taniwha that dwells with another taniwha, Te Rangiorahina, in a rua (hole) off Opukutahi Reserve in the Akaroa harbour. Hine Ao now carries the name Te Wahine Marukore. These taniwha act as (kaitiaki) guardians for local fishermen.

The results of the struggles, alliances and marriages arising out of these migrations were the eventual emergence of a stable, organised and united series of hapū located at permanent or semi-permanent settlements along the coast, with an intricate network of mahinga kai (food gathering) rights and networks that relied to a large extent on coastal resources.

The whole of the coastal area offered a bounty of mahinga kai, including a range of kaimoana (sea food); sea fishing; eeling and harvest of other freshwater fish in lagoons and rivers; marine mammals providing whale meat and seal pups; waterfowl, sea bird egg gathering and forest birds; and a variety of plant resources, including harakeke (flax), fern and tī root.



The coast was also a major highway and trade route, particularly in areas where travel by land was difficult. Travel by sea between settlements and hapū was common, with a variety of different forms of waka, including the southern waka hunua (double-hulled canoe) and, post-contact, whale boats plying the waters continuously. Hence tauranga waka occur up and down the coast in their hundreds and wherever a tauranga waka is located there is also likely to be a nohoanga (settlement), fishing ground, kaimoana resource, rimurapa (bull kelp) with the sea trail linked to a land trail or mahinga kai resource. The tūpuna had a huge knowledge of the coastal environment and weather patterns, passed from generation to generation. This knowledge continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the coast.

Numerous urupā are being exposed or eroded at various times along much of the coast. Water burial sites on the coast, known as waiwhakaheketūpāpaku, are also spiritually important and linked with important sites on the land. Places where kaitāngata (the eating of those defeated in battle) occurred are also wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected in secret locations.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215 and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Te Tai o Mahaanui, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Te Tai o Mahaanui as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaws; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Te Tai o Mahaanui (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Te Tai o Mahaanui.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Tai o Mahaanui.

Schedule 101: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 102**

### **Statutory acknowledgement for Te Mimi o Tū Te Rakiwhānoa (Fiordland Coastal Marine Area)**

ss 205, 312, 313

#### **Statutory area**

The statutory area to which this statutory acknowledgement applies is Te Mimi o Tū Te Rakiwhānoa (Fiordland Coastal Marine Area), the Coastal Marine Area of the Te Anau constituency of the Southland region, as shown on SO Plan 11503, Southland Land District, as shown on Allocation Plan NT 505 (SO 19901).

#### **Preamble**

Under section 313, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Te Mimi o Tū Te Rakiwhānoa as set out below.

#### **Ngāi Tahu association with Te Mimi o Tū Te Rakiwhānoa**

The fiords of this region represent, in tradition, the raised up sides of Te Waka o Aoraki. The waka (canoe) foundered on a submerged reef and its occupants, Aoraki and his brothers, Rāraki, Rakiroa and others, were turned to stone. They stand now as the highest peaks of Kā Tiritiri o te Moana (the Southern Alps). The fiords at the southern end of the Alps were hacked out of the raised side of the wrecked waka by Tū Te Rakiwhānoa, in an effort to make it habitable by humans. The deep gouges and long waterways that make up the fiords were intended to provide safe havens on the rugged coastline, and stocked with fish, forest and birds to sustain travellers.

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

Particular stretches of the coastline also have their own traditions. The visit of Tamaahua to Piopiotahi (Milford Sound) in search of Poutini, who had absconded with his wife Waitaiki, is linked to the creation of Pounamu further north on Te Tai Poutini (the West Coast). The koko-takiwai which is found in Piopiotahi has its basis in a visit to Piopiotahi by the waka Tairea. A woman, Koko-takiwai, and her children, known as Matakirikiri, were left behind by the Tairea and were turned into varieties of pounamu.

Place names along the coast record Ngāi Tahu history and point to the landscape features which were significant to people for a range of reasons. For example, in his voyage around the Sounds in the waka Takitimu, Tamatea gave the chiselled terrain the name "Te Rua-o-te-moko", likening the deep gouges adorning the impressive cliff faces of the fiords to the tattoos on a chief's face. Martins Bay (Whakatipu-waitai or Kōtuku) to the north of the fiords was the site of an old settlement, located to control the pounamu resources to be found here. An area of Doubtful Sound is known as

Kahui-te-kākāpō, while Dagg Sound had a canoe harbour known as Te Rā. Breaksea Island (within Breaksea Sound—Te Puaitaha) is known as Te Au Moana, referring to the ocean current that sweeps around the inlet. Cape Providence is known as Ōrariki, a cliff near here is called Taka-o-te-karehu-Tamatea, referring to an episode when some tattooing ink belonging to Tamatea washed over board. Chalky Sound is known as Taiari and a rock in the Sound is known as Te Kakahu-o-Tamatea, a place where Tamatea had his clothes spread out to dry after being drenched by the salt spray. Preservation Inlet has the name Rakituma.

The area was visited mainly by Ngāti Mamoe and Ngāi Tahu, who had various routes and nohoanga for the purpose of gathering koko-takiwai and manu (birds), particularly the kākāpō. The area played a significant role in the history of conflict between Ngāi Tahu and Ngāti Mamoe, with a number of Ngāti Mamoe taking refuge in the isolation of the fiords in order to escape the unforgiving attitudes of some sections of Ngāi Tahu. The noted rangatira Tarewai from Otago Heads met his end here at the hands of Ngāti Mamoe, having pursued them from the Otago Peninsula to Rakituma. Tarewai and his warriors were successfully ambushed by those they were pursuing, with the result that no one ever returned to Otago from this battle. Te Whare Pā in Rakitimu was the scene of one of the last major battles between Ngāti Mamoe and Ngāi Tahu.

Another dark piece of history occurred at Te Tauraka o te Hupokeka (Anita Bay). Hupokeka and his whānau (family) regularly visited Piopiotahi, travelling from Murihiku to gather koko-takiwai, and staying at a nohoanga in Anita Bay. It was here, in the 1820s, that he and his whānau were slaughtered by sealers in retribution for an incident of which they were quite innocent.

Because of its attractiveness as a place to establish permanent settlements, including pā (fortified settlements), the coastal area was visited and occupied first by Ngāti Mamoe and later by Ngāi Tahu. Through conflict and alliance these two iwi have merged in the whakapapa (genealogy) of Ngāi Tahu. Battles sites, urupā and landscape features bearing the names of tūpuna (ancestors) record this history. Prominent headlands, in particular, were favoured for their defensive qualities and became the headquarters for a succession of rangatira and their followers. Notable pā and nohoanga occurred in many areas on the Fiordland coast including: Milford (Lake Marchant) and Caswell Sounds; Kahui-te-kākāpō (Doubtful Sound), known as the gathering place of the kākāpō, in reference to the gathering of kākāpō meat and feathers which was one of the key reasons that Ngāi Tahu Whānui regularly travelled to the fiords; Dagg Sound gets the sun all day, and consequently is well known as a nohoanga site, it also has a good canoe harbour known as Te Rā; Rakituma is the site of several pā or nohoanga, including one at Matauirā and another at Te Whare Pā.

It was the koko-takiwai and kākāpō which primarily attracted Ngāi Tahu to Fiordland. The koko-takiwai is favoured as a softer type of pounamu, more easily shaped into a finer quality of end product. It was therefore particularly sought-after for the making of ornaments, such as hei-tiki. The area also offered many other mahinga kai to sus-

tain parties on their arduous expeditions, including a range of manu (birds), fish and kaimoana resources.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the area, the relationship of people with the coastline and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

There are two principal trails linking the Fiordland coast with the rest of Te Wai Pounamu (the South Island). A sea route around the fiords links Piopiotahi to Murihiku, and was the main route by which the koko-takiwai gathered from that end of the fiords was transported. The inland route for transporting koko-takiwai by backpack lay over what is now known as the Milford track, over Ōmanui (McKinnon Pass), down the Waitawai (Clinton River) to the head of Te Ana-au (Lake Te Anau). From there, the pounamu would be transported by mokihi to the head of the Waiiau River, and from there down the Waiiau to Te Ara a Kiwa (Foveaux Strait). In addition, a trail from Martins Bay, up the Hollyford Valley and over into the Routeburn Valley to the pounamu source at the head of Lake Whakatipu-wai-māori, was commonly used by Tai Poutini iwi, who regularly travelled south via this route to obtain koko-takiwai.

Hence tauranga waka (landing places) occur up and down the coast and wherever a tauranga waka is located there is also likely to have been a nohoanga, fishing ground, kaimoana resource, with the sea trail linked to a land trail or mahinga kai resource. The tūpuna had a huge knowledge of the coastal environment and weather patterns, passed from generation to generation. This knowledge continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the coast.

The fiords are the repository of many kōiwi tāngata, secreted away in keeping places throughout the region. There are also many other wāhi tapu in the area, including examples of rock art in Chalky Sound. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected in secret locations.

The mauri of Te Mimi o Tū Te Rakiwhānoa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the area.

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and

- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Te Mimi o Tū Te Rakiwhānoa, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Te Mimi o Tū Te Rakiwhānoa as provided in section 208 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaws; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Te Mimi o Tū Te Rakiwhānoa (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Te Mimi o Tū Te Rakiwhānoa.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Mimi o Tū Te Rakiwhānoa.

Schedule 102: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## **Schedule 103**

### **Statutory acknowledgement for Te Tai o Arai Te Uru (Otago Coastal Marine Area)**

ss 205, 312, 313

#### **Specific area**

The statutory area to which this statutory acknowledgement applies is Te Tai o Arai Te Uru (the Otago Coastal Marine Area), the Coastal Marine Area of the Moeraki, Dunedin Coastal and Molyneux constituencies of the Otago region, as shown on SO Plans 24250, 24249, and 24252, Otago Land District, and as shown on Allocation Plan NT 505 (SO 19901).

#### **Preamble**

Under section 313, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Te Tai o Arai Te Uru as set out below.

#### **Ngāi Tahu association with Te Tai o Arai Te Uru**

The formation of the coastline of Te Wai Pounamu relates to the tradition of Te Waka o Aoraki, which foundered on a submerged reef, leaving its occupants, Aoraki and his brothers, to turn to stone. They are manifested now in the highest peaks in the Kā Tiritiri o Te Moana (the Southern Alps). The bays, inlets, estuaries and fiords which stud the coast are all the creations of Tū Te Rakiwhānoa, who took on the job of making the island suitable for human habitation.

The naming of various features along the coastline reflects the succession of explorers and iwi (tribes) who travelled around the coastline at various times. The first of these was Māui, who fished up the North Island, and is said to have circumnavigated Te Wai Pounamu. In some accounts the island is called Te Waka a Māui in recognition of his discovery of the new lands, with Rakiura (Stewart Island) being Te Puka a Māui (Māui's anchor stone). A number of coastal place names are attributed to Māui, particularly on the southern coast.

The great explorer Rakaihautu travelled overland along the coast, identifying the key places and resources. He also left many place names on prominent coastal features. Another explorer, Tamatea, sailed along the Otago coast in the waka Takitimu. After the waka eventually broke its back off the coast of Murihiku, Tamatea and the survivors made their way overland back to the North Island, arriving at the coast by the place Tamatea named Ō-amaru (Ōamaru).

Place names along the coast record Ngāi Tahu history and point to the landscape features which were significant to people for a range of reasons. For example, some of the most significant rivers which enter the coastal waters of Otago include: Waitaki, Kakaunui, Waihemo (Shag), Waikouaiti, Kaikarāe (Kaikorai), Tokomairiro, Mata-au (Clutha), and Pounaweia (Catlins). Estuaries include: Waitete (Waitati), Ōtākou (Otago), Makahoe (Papanui Inlet), Murikauhaka (Mata-au and Kōau estuaries),

Tāhaukupu (Tahakopa Estuary), and Waipātiki (Wapati Estuary). Islands in the coastal area include Ōkaihe (St Michaels Island), Moturata (Taieri Island), Paparoa, Matoketoke, Hakinikini, and Aonui (Cooks Head).

Particular stretches of the coastline also have their own traditions. The tradition of the waka (canoe) Arai Te Uru and its sinking at the mouth of the Waihemo (Shag River) has led to the coastal area of Otago being known as Te Tai o Araiteuru (the coast of Arai Te Uru). Accounts of the foundering, the wreckage, and the survivors of this waka are marked by numerous landmarks almost for the length of the Otago coast. The boulders on Moeraki coast (Kai Hīnaki) and the Moeraki pebbles are all associated with the cargo of gourds, kūmara and taro seed which were spilled when the Arai Te Uru foundered.

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

Because of its attractiveness as a place to establish permanent settlements, including pā (fortified settlements), the coastal area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who, through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. Battle sites, urupā and landscape features bearing the names of tūpuna (ancestors) record this history. Prominent headlands, in particular, were favoured for their defensive qualities and became the headquarters for a succession of rangatira and their followers. Notable pā on the Otago coast include: Makotukutuku (Oamaru), Te Raka-a-hineatea (Moeraki), Te Pā Katata, Pā a Te Wera, (Huriawa Peninsula), Māpoutahi (Pūrākaunui), Pukekura (Taia-roa Head), and Moturata (Taieri Island). The estuaries from the Waitaki River to the Chaslands also supported various hapū.

Tūpuna such as Waitai, Tukiauu, Whaka-taka-newha, Rakiāmoa, Tarewai, Maru, Te Aparangi, Taoka, Moki II, Kapo, Te Wera, Tu Wiri Roa, Taikawa, and Te Hautapanuiotu are among the many illustrious ancestors of Ngāti Mamoe and Ngāi Tahu lineage whose feats and memories are enshrined in the landscape, bays, tides and whakapapa of Otago.

The results of the struggles, alliances and marriages arising out of these migrations were the eventual emergence of a stable, organised and united series of hapū located at permanent or semi-permanent settlements along the coast, with an intricate network of mahinga kai (food gathering) rights and networks that relied to a large extent on coastal resources. Chiefs such as Kōrako (several), Tahatu, Honekai, Ihutakuru, Kare-tai, Taiaroa, Pōtiki, Tuhawaiki, and Pokene being some among a number who had their own villages and fishing grounds. Otago Peninsula (Muaupoko) had many kāinga nohoanga with a multitude of hapū occupying them. At one time up to 12 kāinga existed in the lower Otago harbour, some larger and more important than others.

The whole of the coastal area offered a bounty of mahinga kai, including a range of kaimoana (sea food); sea fishing; eeling and harvest of other freshwater fish in



lagoons and rivers; marine mammals providing whale meat and seal pups; waterfowl, sea bird egg gathering and forest birds; and a variety of plant resources including harakeke (flax), fern and tī root. In many areas the reliance on these resources increased after the land sales of the 1840s and 1850s, and the associated loss of access to much traditional land-based mahinga kai.

Many reefs along the coast are known by name and are customary fishing grounds, many sand banks, channels, currents and depths are also known for their kaimoana. One example is Poatiri (Mt Charles - Cape Saunders) the name of which refers to a fish hook. Poatiri juts out into the Pacific, close to the continental shelf, and is a very rich fishing ground. Another example is Blueskin Bay which was once a kōhanga (breeding ground) for the right whale, although it is well over 150 years since it has seen this activity.

Other resources were also important in the coastal area. Paru (black mud used for dyeing) was obtained from some areas. Some of the permanent coastal settlements, such as those at the mouth of the Mata-au (Clutha River), and at Ōtākou and Pūrākau-nui, were important pounamu manufacturing sites. Trading between these villages to the south and north via sea routes was an important part of the economy.

The Otago coast was also a major highway and trade route, particularly in areas where travel by land was difficult. Pounamu and tītī were traded north with kūmara, taro, waka, stone resources and carvings coming south. Travel by sea between settlements and hapū was common, with a variety of different forms of waka, including the southern waka hunua (double-hulled canoe) and, post-contact, whale boats plying the waters continuously. Hence tauranga waka (landing places) occur up and down the coast in their hundreds and wherever a tauranga waka is located there is also likely to be a nohoanga (settlement), fishing ground, kaimoana resource, rimurapa (bull kelp - used to make the pōhā, in which tītī were and still are preserved) with the sea trail linked to a land trail or mahinga kai resource. The tūpuna had a huge knowledge of the coastal environment and weather patterns, passed from generation to generation. This knowledge continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the coast.

Numerous urupā are being exposed or eroded at various times along much of the coast. Water burial sites on the coast, known as waiwhakaheketūpāpaku, are also spiritually important and linked with important sites on the land. Places where kaitangata (the eating of those defeated in battle) occurred are also wāhi tapu. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected in secret locations.

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

**Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Te Tai o Arai Te Uru, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Te Tai o Arai Te Uru as provided in section 208 (clause 12.2.5 of the deed of settlement).

**Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Te Tai o Arai Te Uru (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Te Tai o Arai Te Uru.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Te Tai o Arai Te Uru.

Schedule 103: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

## Schedule 104

### Statutory acknowledgement for Rakiura/Te Ara a Kiwa (Rakiura/ Foveaux Strait Coastal Marine Area)

ss 205, 312, 313

#### Statutory area

The statutory area to which this statutory acknowledgement applies is Rakiura/Te Ara a Kiwa (Rakiura/Foveaux Strait Coastal Marine Area), the Coastal Marine Area of the Hokonui and Awarua constituencies of the Southland region, as shown on SO 11505 and 11508, Southland Land District, as shown on Allocation Plan NT 505 (SO 19901).

#### Preamble

Under section 313, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Rakiura/Te Ara a Kiwa as set out below.

#### Ngāi Tahu association with Rakiura/Te Ara a Kiwa

Generally the formation of the coastline of Te Wai Pounamu relates to the tradition of Te Waka o Aoraki, which foundered on a submerged reef, leaving its occupants, Aoraki and his brother to turn to stone. They are manifested now in the highest peaks of the Kā Tītiri o Te Moana (the Southern Alps). The bays, inlets, estuaries and fiords which stud the coast are all the creations of Tū Te Rakiwhānoa, who took on the job of making the island suitable for human habitation.

The naming of various features along the coastline reflects the succession of explorers and iwi (tribes) who travelled around the coastline at various times. The first of these was Māui, who fished up the North Island, and is said to have circumnavigated Te Wai Pounamu. In some accounts the island is called Te Waka o Māui in recognition of his discovery of the new lands. A number of coastal place names are attributed to Māui, particularly on the southern coast. Māui is said to have sojourned at Ōmaui (at the mouth of the New River Estuary) for a year, during which time he claimed the South Island for himself. It is said that in order to keep his waka from drifting away he reached into the sea and pulled up a stone to be used as an anchor, which he named Te Puka o Te Waka o Māui (Rakiura or Stewart Island).

The great explorer Rakaihautu travelled overland along the coast, identifying the key places and resources. He also left many place names on prominent coastal features. When Rakaihautu's southward exploration of the island reached Te Ara a Kiwa, he followed the coastline eastwards before heading for the east coast of Otago.

Particular stretches of the coastline also have their own traditions. Foveaux Strait is known as Te Ara a Kiwa (the pathway of Kiwa), the name relating to the time when Kiwa became tired of having to cross the land isthmus which then joined Murihiku (Southland) with Rakiura (Stewart Island). Kiwa requested the obedient Kewa (whale) to chew through the isthmus and create a waterway so Kiwa could cross to

and fro by waka. This Kewa did, and the crumbs that fell from his mouth are the islands in Foveaux Strait, Solander Island being Te Niho a Kewa, a loose tooth that fell from the mouth of Kewa.

The waka Takitimu, captained by the northern rangatira (chief) Tamatea, travelled around much of Te Wai Pounamu coast, eventually breaking its back at the mouth of the Waiau River in Murihiku. Many place names on the coast can be traced back to this voyage, including Monkey Island near Ōrepuki which is known as Te-Punga (or Puka)-a-Takitimu. While sailing past the cliffs at Ōmaui it is said that Tamatea felt a desire to go ashore and inspect the inland, and so he turned to the helmsman and gave the order “Tārere ki whenua uta” (“swing towards the mainland”), but before they got to the shore he countermanded the order and sailed on. Subsequently the whole area from Ōmaui to Bluff was given the name of Te Takiwā o Tārere ki Whenua Uta. In olden days when people from the Bluff went visiting they were customarily welcomed on to the hosts’ marae with the call, “haere mai koutou te iwi tārere ki whenua uta”. One of the whare at Te Rau Aroha marae in Bluff is also named “Tārere ki Whenua uta” in memory of this event.

The Takitimu’s voyage through the Strait came to an end and when the waka was overcome by three huge waves, named Ō-te-wao, Ō-roko and Ō-kaka, finally coming to rest on a reef near the mouth of the Waiau (Waimeha). According to this tradition, the three waves continued on across the low lying lands of Murihiku, ending up as permanent features of the landscape.

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

Because of its attractiveness as a place to establish permanent settlements, including pā (fortified settlements), the coastal area was visited and occupied by Waitaha, Ngāti Mamoe and Ngāi Tahu in succession, who through conflict and alliance, have merged in the whakapapa (genealogy) of Ngāi Tahu Whānui. Battle sites, urupā and landscape features bearing the names of tūpuna (ancestors) record this history. Prominent headlands, in particular, were favoured for their defensive qualities and became the headquarters for a succession of rangatira and their followers.

The results of the struggles, alliances and marriages arising out of these migrations were the eventual emergence of a stable, organised and united series of hapū located at permanent or semi-permanent settlements along the coast, with an intricate network of mahinga kai (food gathering) rights and networks that relied to a large extent on coastal resources.

Mokamoka (Mokomoko or Mokemoke) was one such settlement, in a shallow inlet off the Invercargill estuary. It was here that Waitai was killed, the first Ngāi Tahu to venture this far south, well out of the range of his own people, then resident at Tau-mutu. This settlement was sustained by mahinga kai taken from the estuary and adjoining coastline, including shellfish and pātiki (flounder).

Ōue, at the mouth of the Ōreti River (New River Estuary), opposite Ōmaui, was one of the principal settlements in Murihiku. Honekai who was a principal chief of Murihiku in his time was resident at this settlement in the early 1820s, at the time of the sealers. In 1850 there were said to still be 40 people living at the kaik at Ōmaui under the chief Mauhe. Honekai's brother, Pukarehu, was a man who led a very quiet life, and so was little known. He is remembered, however, in the small knob in the hills above Ōmaui which bears his name. When he passed away he was interred in the sandhills at the south end of the Ōreti Beach opposite Ōmaui. Ōue is said to have got its name from a man Māui left to look after his interests there until his return. It was also here that the coastal track to Riverton began. From Ōue to the beach the track was called Te Ara Pakipaki, then, when it reached the beach, it was called Mā Te Aweawe, finally, at the Riverton end, it was known as Mate a Waewae.

After the death of Honekai, and as a consequence of inter-hapū and inter-tribal hostilities in the Canterbury region, many inhabitants of Ōue and other coastal villages on Foveaux Strait relocated to Ruapuke Island, which became the Ngāi Tahu stronghold in the south. The rangatira Pahi and Tupai were among the first to settle on the island. Pahi had previously had one of the larger and oldest pā in Murihiku at Pahi (Pahia), where 40 to 50 whare (houses) were reported in 1828. The Treaty of Waitangi was signed at Ruapuke Island by Tuhawaiki and others. No battles however occurred here, the pā Pā-raki-ao was never fully completed, due to the realisation that Te Rauparaha could not reach this far south.

Other important villages along the coast included: Te Wae Wae (Waiau), Taunoa (Ōrepuki), Kawakaputaputa (Wakaputa), Ōraka (Colac Bay), Aparima (Riverton—named Aparima after the daughter of the noted southern rangatira Hekeia, to whom he bequeathed all of the land which his eye could see as he stood on a spot at Ōtaitai, just north of Riverton), Turangiteuaru, Awarua (Bluff), Te Whera, Toe Toe (mouth of the Matura River) and Waikawa.

Rarotoka (Centre Island) was a safe haven at times of strife for the villages on the mainland opposite (Pahi, Ōraka and Aparima). Numerous artefacts and historical accounts attest to Rarotoka as having a significant place in the Ngāi Tahu history associated with Murihiku.

Rakiura also plays a prominent part in southern history, the “Neck” being a particularly favoured spot. Names associated with the area include: Kōrako-wahine (on the western side of the peninsula), Whare-tātara (a rock), Hupokeka (Bullers Point) and Pukuheke (the point on which the lighthouse stands). Te Wera had two pā built in the area called Kaiarohaki, the one on the mainland was called Tounoa, and across the tidal strip was Kā-Turi-o-Whako.

A permanent settlement was located at Port Pegasus, at the south-eastern end of Rakiura, where numerous middens and cave dwellings remain. Permanent settlement also occurred on the eastern side of Rakiura, from the Kaik near the Neck, south to Tikotaitahi (or Tikotatahi) Bay. A pā was also established at Port Adventure.

Mahinga kai was available through access from the coastal settlements to Te Whaka-a-te-Wera (Paterson Inlet), Lords River and, particularly for waterfowl, to Toi Toi

wetland. In addition, the tītī islands off the northeastern coast of the island, and at the mouth of Kōpeka River and the sea fishery ensured a sound base for permanent and semi-permanent settlement, from which nohoanga operated.

Te Ara a Kiwa, the estuaries, beaches and reefs off the mainland and islands all offered a bounty of mahinga kai, with Rakiura and the tītī islands being renowned for their rich resources of bird life, shellfish and wet fish. The area offered a wide range of kaimoana (sea food), including tuaki (cockles), paua, mussels, toheroa, tio (oysters), pūpū (mudsnails), cod, groper, barracuda, octopus, pātiki (flounders), seaweed, kina, kōura (crayfish) and conger eel. Estuarine areas provided freshwater fisheries, including tuna (eels), inaka (whitebait), waikōura (freshwater crayfish), kōkopu and kanakana (lamprey). Marine mammals were harvested for whale meat and seal pups. Many reefs along the coast are known by name and are customary fishing grounds, many sand banks, channels, currents and depths are also known for their kaimoana.

A range of bird life in the coastal area also contributed to the diversity of mahinga kai resources available, including tītī, seabirds such as shags and gulls, sea bird eggs, waterfowl, and forest birds such as kiwi, kākā, kākāpō, weka, kukupa and tieke. A variety of plant resources were also taken in the coastal area, including raupō, fern root, tī kōuka (cabbage tree), tutu juice and kōrari juice. Harakeke (flax) was an important resource, required for the everyday tasks of carrying and cooking kai. Black mud (paru) was gathered at Ocean Beach for use as dye. Tōtara bark was important for wrapping pōhā in, to allow safe transport of the tītī harvest. Pōhā were made from bull kelp gathered around the rocky coast.

The numerous tītī islands are an important part of the Ngāi Tahu southern economy, with Taukihepa (Te Kanawera) being the largest. Tītī were and are traded as far north as the North Island. The “Hakuai” is a bird with a fearsome reputation associated with the islands. No one has ever seen this bird, which appears at night, but it once regularly signalled the end to a birding season by its appearance at night. Known for its distinctive spine-chilling call, the hakuai was a kaitiaki that could not be ignored. At the far western edge of Foveaux Strait is Solander Island (Hau-tere), an impressive rock pinnacle rising hundreds of feet out of the sea, on which fishing and tītī gathering occurred.

The coast was also a major highway and trade route, particularly in areas where travel by land was difficult. Foveaux Strait was a principal thoroughfare, with travel to and from Rakiura a regular activity. There was also regular travel between the islands Ruapuke, Rarotoka and other points.

The tītī season still involves a large movement across the Strait to the islands, in addition large flotillas of Ngāi Tahu once came south from as far afield as Kaikōura to exercise their mutton-birding rights. Whenua Hou (Codfish Island) and the Ruggedy Islands were important staging posts for the movement of birders to the tītī islands off the south-west coast of Rakiura. Whenua Hou had everything that the birders required: shelter, proximity to the tītī islands, kai moana, manu (birds) and ngahere (bush). From Whenua Hou, the birders would camp at Minitī (Ernest Island), at the end of Mason Bay, where the waka-hunua (double-hulled canoes, or canoes with out-

riggers) were able to moor safely, ready for the final movement to the various tītī islands. Waka-hunua were an important means of transport on the dangerous and treacherous waters of Foveaux Strait and the Rakiura coast. After dropping birders and stores on the tītī islands the waka hunua generally returned immediately to Aparima and other tauranga waka along the mainland of Foveaux Strait, due to the paucity of safe anchorages among the tītī islands.

Travel by sea between settlements and hapū was common, with a variety of different forms of waka, including the southern waka hunua (double-hulled canoe) and, post-contact, whale boats plying the waters continuously. Hence tauranga waka occur up and down the coast, including spots at Pahi, Ōraka and Aparima, and wherever a tauranga waka is located there is also likely to be a nohoanga (settlement), fishing ground, kaimoana resource, rimurapa (bull kelp - used to make the pōhā, in which tītī were and still are preserved) and the sea trail linked to a land trail or mahinga kai resource. Knowledge of these areas continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the coast.

The New River Estuary contains wāhi tapu, as do many of the coastal dunes and estuarine complexes for the length of the Foveaux Strait. Many urupā are located on islands and prominent headlands overlooking the Strait and the surrounding lands and mountains. The rangatira Te Wera, of Huriawa fame, is buried at Taramea (Howells Point), near Riverton. There are two particularly important urupā in Colac Bay, as well as an old quarry site (Tīhaka). From Colac Bay to Wakapatu, the coastal sandhills are full of middens and ovens, considered to be linked to the significant mahinga kai gathering undertaken in Lake George (Uruwera). Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected in secret locations.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Rakiura/Te Ara a Kiwa, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and

- (c) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Rakiura/Te Ara a Kiwa as provided in section 208 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaws; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Rakiura/Te Ara a Kiwa (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Rakiura/Te Ara a Kiwa.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Rakiura/Te Ara a Kiwa.

Schedule 104: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).



**Schedule 105**  
**Clauses 12.17.3 and 12.17.4 of deed of settlement**  
**Right to purchase authorisations in respect of coastal tendering**

s 317

**12.17.3 Exercise of right to purchase authorisations**

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

- (a) at least 10 Business Days in advance of any offer by public tender pursuant to section 157 of the Resource Management Act 1991 of Authorisations for the whole or any part of the Takiwā of Ngāi Tahu Whānui, the Minister will notify Te Rūnanga of that intended offer and will provide to Te Rūnanga, or ensure Te Rūnanga has reasonable access to any information which would be included in the public notice of the offer of Authorisations pursuant to section 157 of that Act, or which the Minister would make available, upon request, to any other tenderer or member of the public who so requested;
- (b) after considering tenders submitted for any part of the Takiwā of Ngāi Tahu Whānui pursuant to section 158 of the Act, the Minister shall give written notice to Te Rūnanga.
  - (i) offering to Te Rūnanga, on the terms and conditions (including as to remuneration) specified in the tender or tenders most preferred by the Minister for each Authorisation, that Authorisation or those Authorisations (if more than one) which the Minister considers would satisfy the conditions of *clauses 12.17.2(a) and (b)*. Where the only tender is the tender deemed to have been lodged by Te Rūnanga under *clause 12.17.6(a)*, or where there are other tenders but the Minister decides not to accept any of those other tenders, the deemed tender shall, for the purposes of this *clause 12.17.3(b)(i)*, be the tender most preferred by the Minister for that Authorisation; and
  - (ii) specifying the terms and conditions (including as to remuneration) of every other tender that the Minister proposes to accept for any part of the Takiwā of Ngāi Tahu Whānui (which information Te Rūnanga shall keep strictly confidential), the size, shape and location of the Authorisations to which those tenders relate and such other information (if any) as to those Authorisations and tenders as the Minister considers would be made available, upon request, to any other tenderer or member of the public who so requested;
- (c) without limiting the ability of Te Rūnanga and the Crown to discuss any matters they so desire, by no later than 5.00 pm on the 3rd Business Day

following receipt of the notice given by the Minister pursuant to *clause 12.17.3(b)*, Te Rūnanga shall either:

- (i) notify the Minister in writing that Te Rūnanga accepts the Minister's offer under *clause 12.17.3(b)(i)* and pay any remuneration then due for the Authorisation or Authorisations within the period specified in that notice (which period shall be no less than that which would have applied to the relevant tenderer and shall commence on the date notice is received by Te Rūnanga);
  - (ii) notify the Minister in writing of any different Authorisation or Authorisations specified in the notice given by the Minister under *clause 12.17.3(b)(ii)* which Te Rūnanga would prefer and regards as qualifying in terms of the criteria in *clause 12.17.2(a)* and *(b)*; or
  - (iii) notify the Minister in writing that Te Rūnanga does not wish to exercise its right to acquire any of the Authorisations so offered, provided that if Te Rūnanga fails to give any such notice within that time period, *clause 12.17.3(g)* shall apply;
- (d) if Te Rūnanga specifies to the Minister under *clause 12.17.3(c)(ii)* any different Authorisation or Authorisations that it would prefer to be offered, the Minister shall by no later than 5.00 pm on the 2nd Business Day following receipt of that notice from Te Rūnanga, give written notice to Te Rūnanga either:
- (i) offering to Te Rūnanga its preferred Authorisation or Authorisations, on the terms and conditions (including as to remuneration) specified in the applicable tenders (and specified in that notice); or
  - (ii) informing Te Rūnanga that the Minister has determined not to offer Te Rūnanga its preferred Authorisation or Authorisations, provided that if the Minister fails to give either such notice within that time period, the Minister shall then be deemed to have given Te Rūnanga notice in terms of *clause 10.21.3(d)(ii)*;
- (e) if, in accordance with *clause 12.17.3(d)(i)*, the Minister offers to Te Rūnanga its preferred Authorisation or Authorisations, Te Rūnanga shall, by no later than 5.00 pm on the 3rd Business Day following receipt of the notice given by the Minister pursuant to *clause 12.17.3(d)*, either:
- (i) notify the Minister in writing that Te Rūnanga accepts the Minister's offer under *clause 12.17.3(d)(i)* and pay any remuneration then due for the Authorisation or Authorisations within the period specified in that notice (which period shall be no less than that which would have applied to the relevant tenderer and shall commence on the date notice is received by Te Rūnanga); or

- (ii) notify the Minister in writing that Te Rūnanga does not wish to exercise its right to purchase the Authorisation or Authorisations so offered;

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

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

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

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

#### 12.17.4 Resolution of disputes

Te Rūnanga and the Crown agree that the following provisions shall apply in the event that Te Rūnanga seek to dispute any notice given by the Minister

under *clause 12.17.3(d)(ii)* or deemed to be so given by the proviso to *clause 12.17.3(d)*;

- (a) in respect of the various time limits specified in *clauses 12.17.3(b), 12.17.3(c), and 12.17.3(e)* time shall be of the essence;
- (b) if Te Rūnanga disputes any notice given by the Minister under *clause 12.17.3(d)(ii)* or deemed to be so given by the proviso to *clause 12.17.3(d)*, it may give notice in writing to the Minister by no later than 5.00 pm on the 2nd Business Day following receipt of the notice from the Minister that it seeks that the dispute be referred to arbitration, and the parties agree that the dispute shall thereupon be referred to arbitration under the Arbitration Act 1996, in accordance with this *clause 12.17.4*, provided that if Te Rūnanga fails to give notice within the period specified it shall be deemed not to dispute the Minister's notice;
- (c) the arbitration shall be conducted by a single arbitrator:
  - (i) appointed by the parties if, by 5.00 pm on the next Business Day following the day of receipt by the Minister of the notice given by Te Rūnanga under *clause 12.17.4(b)*, the parties so agree and appoint; or
  - (ii) otherwise appointed by the President, or his or her nominee, for the time being of the Arbitrators Institute of New Zealand, at the request of either party;
- (d) Te Rūnanga and the Crown agree to be bound by the award in the arbitration, there shall be no appeal to any Court arising from that award and accordingly clauses 4 and 5 of the Second Schedule to the Arbitration Act 1996 shall not apply;
- (e) the award in the arbitration shall be made not more than 5 Business Days after the appointment of the arbitrator under *clause 12.17.4(c)*;
- (f) Te Rūnanga and the Crown shall bear the costs of such arbitrations equally unless otherwise determined by the arbitrator.

ss 324, 325, 327, 328, 333

## Schedule 106 Specific sites

### *Land descriptions*

Area	Land	Encumbrances
Codfish Island Nature Reserve	All that land situated in Southland Land District, Southland District, comprising 1530.2 hectares, more or less, being Section 1, SO 12216. All <i>Gazette</i> 1986, page 1986. As shown on Allocation Plan SS 431 (SO 12251).	None.
Crown Titi Islands	<p>The islands that:</p> <p>(a) since the deed of cession dated 29 June 1864 whereby the island of Rakiura and all the large islands and all the small islands adjacent to it were transferred to the Crown, have remained in the ownership and control of the Crown subject to certain rights of Rakiura Māori to take tīfi as provided in the Titi (Muttonbird) Islands Regulations 1978, and includes the islets and stacks adjacent to them, and also includes Pikaumamakau-iti (North Island) being 8.3 hectares, more or less, Section 1, SO 12217; and</p> <p>(b) are more particularly defined in the term “Crown island” in regulation 2 of the Titi (Muttonbird) Islands Regulations 1978, and includes the islets and stacks adjacent to them, and also includes Pikaumamakau-iti (North Island) being 8.3 hectares, more or less, Section 1, SO 12217; and</p> <p>(c) are more particularly described as Southland Land District, Southland District, comprising—</p> <p>(i) Motonui Island or Edwards Island, 46.9 hectares, more or less, being Section 15, SO 12215:</p>	None.

Area	Land	Encumbrances
(ii)	Jacky Lee Island,	30.7 hectares, more or less, being Section 16, SO 12215:
(iii)	Bunker Islets,	10.7 hectares, more or less, being Section 17, SO 12215:
(iv)	Pihore Island,	1.4 hectares, more or less, being Section 14, SO 12215:
(v)	Weka Island,	8.1 hectares, more or less, being Section 11, SO 12215:
(vi)	Rukawahakura Island,	23.3 hectares, more or less, being Section 12, SO 12215:
(vii)	Takiwiwini Island,	1.5 hectares, more or less, being Section 13, SO 12215:
(viii)	Kopeka Island,	1.8 hectares, more or less, being Section 10, SO 12215:
(ix)	The Brothers (formerly known as the Sisters),	4.6 hectares, more or less, being Section 9, SO 12215:
(x)	Ernest Island,	16.7 hectares, more or less, being Section 7, SO 12215:
(xi)	Kanimihi Island,	2.6 hectares, more or less, being Section 8, SO 12215:
(xii)	Putauhinu Island,	149.9 hectares, more or less, being Section 5, SO 12215:

Area	Land	Encumbrances
	(xiii) Pukeweka Island, 3.2 hectares, more or less, being Section 6, SO 12215:	
	(xiv) Big Island, 23.6 hectares, more or less, being Section 4, SO 12215:	
	(xv) Betsy Island, 6.3 hectares, more or less, being Section 2, SO 12215:	
	(xvi) Kundy Island or North Island, 23.0 hectares, more or less, being Section 1, SO 12215:	
	(xvii) Rat Island, 13.1 hectares, more or less, being Section 3, SO 12215:	
	(xviii) Pikomamakau-iti Island or North Island, 8.3 hectares, more or less, being Section 1, SO 12217.	
	As shown on Allocation Plans SS 432, sheets 1 to 9 (SO 12252), and includes the islets and stacks adjacent to them.	
Legal roads	Certain legal but unformed roads within the outside boundary of Part Reserve 145, situated in Blocks III, IV, VII, VIII, XII, and XVI Kanieri Survey District and Blocks V, IX, and XIII Turihate Survey District, as shown bordered with bold black lines and labelled "Middle Section" in the plan of the Arahura Valley as shown on Allocation Plan SS 429/1 (SO 12506), more particularly described as Westland Land District, Westland District, comprising 130 hectares, approximately, being Legal Road adjoining Part Reserve 145, Rural Sections 3061, 3106 and 5562, Part Rural Sections 744, 1676 and 2711, Section 1, SO 11596, Lot 1, DP 730, Section 2, SO 12438, Lot 1, DP 2095, Rural Section 2313, Wai-nihinihi Creek, Caledonian Creek and Mount Brown Creek. Subject to proposed access easements in favour of Lot 1 DP 730, Rural Sections 3061 and 3106 and	Subject to exploration Permit 40 051 entered into pursuant to the Crown Minerals Act 1991 on 31 May 1993 between the Minister of Energy and L&M Mining Limited and registered in Land Titles Office No. 094861. Subject to exploration Permit 40 194 entered into pursuant to the Crown Minerals Act 1991 on 1 August 1996 between the Minister of Energy and Ken-

Area	Land	Encumbrances
504	Part Rural Section 2711. Subject to survey as shown on Allocation Plan SS 429/1, 2, 2A, 3A and 4 (SO 12506) and Allocation Plan SS 429/3 (SO 12544).	<p data-bbox="316 347 408 696">neth Charles Tuhuru Tainui and registered in the Land Titles Office No. 100520.</p> <p data-bbox="411 347 759 696">Subject to easements granted by the Māwhera Incorporation in favour of the owners of the adjoining sections to maintain vehicular and other access to the adjoining sections in the form set out in attachment 13.4 of the deed of settlement, entered into pursuant to clause 2.2(a) of attachment 13.3 of the deed of settlement.</p> <p data-bbox="778 347 1190 696">Subject to an easement in perpetuity granted by the Māwhera Incorporation in favour of the Minister of Conservation permitting the public to have access on foot over so much of the walkway from the Landsburg Bridge to the Waitaki Historic Reserve as crosses the Legal roads, entered into pursuant to clause 2.2(b) of attachment 13.3 of the deed of settlement.</p> <p data-bbox="1193 347 1292 696">Subject to a licence between the Minister of Conservation and the Māwhera Incorporation</p>



Area	Land	Encumbrances
Rarotoka	<p>The island known as Rarotoka or Centre Island, being the land described as Southland Land District, Southland District, comprising 96.8780 hectares, more or less, being Sections 1 and 2, SO 12175. All Document 246554.1. As shown on Allocation Plan SS 430 (SO 12250) down to the mean high water mark.</p>	<p>acknowledging that the Cesspool Swingbridge is the property of the Minister of Conservation and providing for the siting of the Cesspool Swingbridge on its current site and access to the bridge, entered into pursuant to clause 2.2(c) of attachment 13.3 of the deed of settlement.</p>
Top section	<p>All that land situated in Westland Land District, Westland District comprising, 12435.6950 hectares, more or less, being Sections 1, 2 and 3, SO 12438, but excluding the following properties:</p> <ul style="list-style-type: none"><li>(a) Rural Section 801, Certificate of Title 2C/801:</li><li>(b) Lot 1 DP 2095, Certificate of Title 3D/1382:</li><li>(c) Lot 2 DP 2095, Certificate of Title 3D/1383:</li><li>(d) Lot 3 DP 2095, Certificate of Title 3D/1384:</li></ul> <p>As shown on Allocation Plan SS 429/5 (SO 12499).</p>	<p>None.</p>

**Schedule 107**  
**Attachment 13.1 of deed of settlement**  
**Special conditions and restrictions subject to which Waitaiki**  
**Historic Reserve is vested**

s 326

- 1 The Waitaiki Historic Reserve is to be vested in the Māwhera Incorporation and held in trust by the Māwhera Incorporation for the purposes of a historic reserve, subject to the following conditions and restrictions:
- (a) the Minister and his or her agents or assigns, shall have access into, over and through the Waitaiki Historic Reserve for the purpose of monitoring rare and endangered species, as well as general eco-system monitoring, provided that the Minister or his or her agents or assigns give the Administering Body at least 25 Business Days notice before it takes such action;
  - (b) there shall be, at no charge, non-commercial public access into, over and through the Waitaiki Historic Reserve;
  - (c) hunting shall continue to be permitted within the Waitaiki Historic Reserve, subject to and consistent with the management plan for the Waitaiki Historic Reserve;
  - (d) the Crown shall retain ownership of, and the Minister of Conservation shall be responsible for the maintenance of, the huts and bridges within the Reserve listed in *attachment 13.2* of the deed of settlement and as shown on *Allocation Plan SS 429/5 (SO 12499)* at the cost of the Crown, and shall retain any revenue derived from those huts. In maintaining those huts and bridges the Minister of Conservation may decide at his or her sole discretion to modify or remove any of those huts or bridges and may, but is not obliged to, replace any such hut or bridge, provided that the Minister of Conservation gives the Māwhera Incorporation at least 25 Business Days notice before it takes such action.
  - (e) the Crown shall be responsible for the maintenance of the tracks within the Reserve listed in *attachment 13.2* of the deed of settlement and as shown on *Allocation Plan SS 429/5 (SO 12499)* at the cost of the Crown. In maintaining those tracks the Minister of Conservation may decide at his or her sole discretion to modify or close those tracks, provided that the Minister of Conservation gives the Māwhera Incorporation at least 25 Business Days notice before it takes such action;
  - (f) the Minister of Conservation and his or her agents or assigns shall have full, unrestricted access into, over and through the Reserve for the purposes of inspecting and maintaining the huts, bridges and tracks within the Reserve listed in *attachment 13.2* of the deed of settlement, provided

that the Minister of Conservation gives the Māwhera Incorporation at least 25 Business Days notice before it takes such action; and

- (g) nothing in *paragraphs (d) to (f)* shall require the Minister of Conservation to give the Māwhera Incorporation notice in accordance with those paragraphs where it is unreasonable or impracticable to do so. However, in the event that the Minister of Conservation takes action pursuant to this *paragraph 1(g)* without giving notice to the Māwhera Incorporation, the Minister of Conservation shall give notice to the Māwhera Incorporation of the actions taken as soon as reasonably practicable thereafter.

- 2 Any notice to be given pursuant to *paragraphs 1(a) and (d) to (f)* shall be sent or delivered to:

Proprietors of the Māwhera Incorporation

c/- Ashton Wheelans & Hegan

PO Box 13 042

CHRISTCHURCH

Facsimile: 03 365 4098

Telephone: 03 366 7154,

or such other address as may be notified in writing to the Minister of Conservation by the Māwhera Incorporation from time to time.

- 3 The conditions and restrictions set out in *paragraphs 1(a) to (c)* shall be subject to any management plan approved by the Minister of Conservation for the Waitaiki Historic Reserve.

## Schedule 108

### Statutory acknowledgement for Whenua Hou

s 332

#### Statutory area

The area to which this statutory acknowledgement applies is the area known as Whenua Hou, as shown on Allocation Plan SS 431 (SO 12251).

#### Preamble

Under section 332 (clause 12.2.2 of the deed of settlement), the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Whenua Hou as set out below.

#### Ngāi Tahu association with Whenua Hou

Ko Whenua Hou te motu

Ko Waikoropupu te whaka

Ko Waituna te awa

Ko Te Ara a Kewa te moana

Ko Kāi Tahu, Kāti Mamoe, Waitaha kā iwi

Kei Kāi tahu Whānui

Te ihi, te wehi, te mana, te tapu

Tiheī mauri ora!

Whenua Hou is an extremely important tūrangawaewae (literally “a place to stand”) to Ngāi Tahu Whānui. Ngāi Tahu connect with Whenua Hou spiritually, culturally and physically.

Whenua Hou was also an important stopping-off point for birders converging on the tītī islands in their waka (canoes) and waka hunua (double-hulled canoes). The right to use this island in this way flowed from whakapapa (genealogy), just like the right to use the tītī islands themselves. Birders would use various kaika (settlements) and resting places on the island as a respite from their difficult travels.

One tragic account attests to the loss of life that occurred in the rough waters of Foveaux Strait. A waka hunua with about forty people aboard, commanded by the rangatira (chief) Te Pahi, foundered in heavy seas with the loss of all hands while on its journey from Whenua Hou to Ruapuke Island at the close of the mutton birding season. This was witnessed by Taiaroa and his people who were aboard an accompanying waka hunua, but were unable to offer assistance as their waka was also in dire circumstances. The harvesting of tītī from these rugged islands, despite such treacherous conditions, attests to the importance of this resource to the economy and customs of the iwi over many generations.

Despite Ngāi Tahu's long association with Whenua Hou, that name is not, in fact, the original name of this island, but commemorates an important time in more recent

Ngāi Tahu history. It relates to the occasion when the rangatira Honekai declared the island as the place sealers and their Māori wives could stay under his protection. The reason for this was to remove the sealers from the Rakiura and mainland villages where they were annoying the Kāi Tahu women. Hence the new land (Whenua Hou) became the first European settlement in the south.

Many Ngāi Tahu are able to trace their whakapapa (genealogy) to these early unions between Ngāi Tahu women and European sealers. It is for this reason that Whenua Hou plays an extremely significant role in Ngāi Tahu's contemporary whakapapa. For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity and solidarity, and document the events which shaped Ngāi Tahu as an iwi.

There are a number of urupā on Whenua Hou which are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.

Ngāi Tahu whānau from Murihiku have erected a pouwhenua (carved post denoting a tribe's relationship with an area of land) on Whenua Hou in memory of the Murihiku women who resided on the island. The establishment of such markers is significant in that they serve to reaffirm the tribe's association with the island, and to act as a tangible reminder of that association. The following waiata (song) was composed to commemorate the dedication of this pouwhenua:

Ka pouwhenuatia te motu o Whenua Hou hei tohu  
maumahara mō kā uri whakatupu i raro ake kā iwi  
whānui o Kāitahu me kā hapū karakamaha.

Ka titiro, kei te ora me te kaha tonu te mauri o te  
iwi whānui i Kāitahu i roto kā tikaka i rātou  
kua karo kanohi atu.

Ka herea a Kāitahu Whānui hei kaupupuri, i te ihi,  
te wehi, te mana, te tapu o kā tikaka mō te  
motu o Whenua Hou.

Ka ū, ka ū, kia kikii, kia kikii,  
Ka tū te pō, ka tū te ao  
mō ake ake tonu atu.

A symbol of ownership and remembrance was placed on the island Whenua Hou as a guardian for future generations of the families of Kāi Tahu Whānui. Looking on, seeing that the principal life source of Kāi Tahu's extended family is and will always be as it was in the days of those who have passed on. To this we tie ourselves as Kāitahu, being the traditional keepers of the gifts, the strength, humility, prestige, the sacredness, and all that Whenua Hou holds.

Hold fast, hold fast, tighter, tighter

let night come, let daylight come  
for ever, ever, everlasting.

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

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of relevant resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that relevant consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Whenua Hou, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Whenua Hou or the Commissioner for Crown Lands, as the case may be, to enter into a deed of recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Whenua Hou as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Whenua Hou (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Whenua Hou.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Whenua Hou.

Schedule 108: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

**Schedule 109**  
**Attachment 13.8 of deed of settlement**  
**Terms and conditions of administering body controlling and**  
**managing Crown Tītī Islands**

s 336

- 1 Terms used in this *attachment 13.8* have the same meaning as in *clauses 13.1.1* and *13.6.1* of the deed of settlement.
- 2 The Administering Body, in controlling and managing the Crown Tītī Islands in accordance with clause 13.6 of the deed of settlement, shall comply with the following matters:
  - (a) the Administering Body and the Minister will meet from time to time throughout the year to discuss any matter relating to the control and management of the Crown Tītī Islands, including the matters set out in *paragraph 2(d) of this attachment*, and the Minister shall be given reasonable notice of and have the right to attend all meetings of the Administering Body which relate to the control and management of the Crown Tītī Islands;
  - (b) prior to the annual meeting of Rakiura Māori held pursuant to Regulation 7(1) of the Regulations, the Administering Body and the Minister shall agree on a work programme for the following year and agree who should fund and undertake each part of that work programme;
  - (c) the Administering Body and the Minister will not unreasonably withhold its or his or her agreement to the inclusion of any proposal in the annual work programme if the proposal is consistent with the control and management of the Crown Tītī Islands in accordance with *clause 13.6* of the deed of settlement;
  - (d) the matters which may form part of the work programme include—
    - (i) the protection, maintenance, restoration, or enhancement of the Crown Tītī Islands consistent with the customary rights of Rakiura Māori to take tītī on a sustainable basis from the Crown Tītī Islands and the control and management of the Crown Tītī Islands in accordance with *clause 13.6* of the deed of settlement, including the prevention of the introduction of, or eradication, or management of, pests including, but not limited to rats, mice, cats, stoats, the eradication of introduced plants, revegetation and restoration of native flora and fauna;
    - (ii) establishing, re-establishing, maintaining, or managing threatened species of flora and fauna (except where this would have a material adverse effect on the management of the Crown Tītī Islands in accordance with *clause 13.6* of the deed of settlement);



- (iii) conducting or arranging for the carrying out of research and the monitoring of species of flora and fauna by the Minister of Conservation or his or her agents or assigns, and on such terms and conditions, as may be approved by the Minister and the Administering Body;
- (iv) monitoring and assessing the tītī population and ensuring the continuing sustainable harvest of tītī; and
- (v) for the Minister to assist the Administering Body in setting up monitoring and assessment procedures and providing such scientific information as may be requested by the Administering Body;
- (e) any agreed annual work programme will be subject to—
  - (i) any management plan approved in accordance with *clause 13.6.9(b)* of the deed of settlement; and
  - (ii) any existing species recovery plan under the Wildlife Act 1953; and
  - (iii) any species recovery plan under the Wildlife Act 1953 which is being implemented at the date of this deed or is implemented after this deed, or any part of such a species recovery plan, which relates to species on the Crown Tītī Islands and is agreed by the Administering Body (or, prior to the appointment of the Administering Body, by the Rakiura Tītī Committee);
- (f) if either the Minister or the Administering Body makes any proposal for inclusion in an annual work programme, the other party will not withhold his, her, or its agreement to the inclusion of that proposal in the annual work programme if the proposal—
  - (i) is consistent with the control and management of the Crown Tītī Islands in accordance with *clause 13.6* of the deed of settlement;
  - (ii) is in accordance with the management plan for the Crown Tītī Islands, once it has been approved; and
  - (iii) does not require the other party to incur any expenditure;
- (g) the Administering Body and the Minister will present the agreed annual work programme to the annual meeting of Rakiura Māori held pursuant to Regulation 7(1) of the Regulations;
- (h) the Minister, and his or her servants and agents, on giving reasonable notice to the Administering Body, shall have the right of reasonable access to the Crown Tītī Islands for the purposes of inspection and carrying out his or her powers and duties under the Settlement Legislation, the Regulations (until the Commencement Date) or any statutes relating to the control and management of the natural environment and of any species of wildlife; and

- 
- (i) the Administering Body shall prepare, and submit to the Minister for his or her approval, an annual budget within 2 months of its appointment pursuant to *clause 13.6.2(e)* of the deed of settlement, and at least 25 Business Days prior to the date by which the Director-General of Conservation prepares the annual budget for his or her Department each year thereafter. If a budget is not approved in any year, then the previous year's budget will apply.
- 3 Where the approval or consent of the Minister is required to any action by the Administering Body, the Minister may in his or her discretion refuse to grant his or her approval or consent unless and until the Administering Body has submitted the management plan for approval and the plan has been approved by the Minister.

**Schedule 110**  
**Attachment 13.9 of deed of settlement**  
**Process for developing management plans for Crown Tīti Islands**

s 336

- 1 Terms used in this *attachment 13.9* have the same meaning as in *clauses 13.5.1* and *13.6.1* of the deed of settlement.
- 2 The Administering Body shall, within five years after the Commencement Date, prepare and submit to the Minister for his or her approval a management plan for the Crown Tīti Islands.
- 3 The Minister may extend the time within which the Administering Body is required to submit the management plan to him or her for approval, where he or she is satisfied with the progress the Administering Body has made with the preparation of the management plan.
- 4 The management plan shall provide for and ensure the use, enjoyment, maintenance, protection, and preservation, as the case may require, and, to the extent that the Administering Body's resources permit, the development, as appropriate, of the Crown Tīti Islands in accordance with *clause 13.6* of the deed of settlement.
- 5 The Administering Body may review the management plan from time to time and amend the plan to take into account changing circumstances or increased knowledge, but in any case, must undertake a full review of the plan at least once every 10 years. Any such review or amendment shall be approved by the Minister in the same way as the initial management plan.
- 6 Before preparing a management plan for the Crown Tīti Islands, the Administering Body shall—
  - (a) give public notice of its intention to do so, such notice to be given by—
    - (i) publishing a notice once in a newspaper circulating in the area in which the Crown Tīti Islands are situated; and
    - (ii) in such other newspapers (if any) as the Administering Body decides;
  - (b) in that notice, invite persons and organisations interested to send to the Administering Body at an address to be included in the notice written suggestions on the terms of reference for the proposed plan within a time specified in the notice;
  - (c) in preparing that management plan, give full consideration to any such comments received; and
  - (d) shall consult with and have particular regard to the views of the Director-General of Conservation.

- 7 Nothing in *paragraphs 6(a) to (c) of this attachment 13.9* shall apply in any case where the Administering Body has, by resolution, determined that written submissions on the proposed plan would not materially assist in its preparation.
- 8 The management plan shall be prepared by the Administering Body in draft form in the first place, and the Administering Body shall—
- (a) give public notice by—
    - (i) publishing a notice in a newspaper circulating in the area in which the Crown Tīti Islands are situated; and
    - (ii) in such other newspapers (if any) as the Administering Body decides;stating that the draft plan is available for inspection at a place and at times specified in the notice, and call upon persons or organisations interested to lodge with the Administering Body written submissions on the draft plan before a specified date, being not less than two months after the date of publication of the notice;
  - (b) send a copy of the plan to the Director-General of Conservation;
  - (c) give notice in writing, as far as practicable, to all persons and organisations who or which made submissions to the Administering Body under *paragraph 6 of this attachment 13.9* stating that the draft plan has been prepared and is available for inspection at the place and during the times specified in the notice, and requiring any such person or organisation who or which desires to make a submission on the draft plan to lodge with the Administering Body a written submission before a specified date, being not less than two months after the date of giving of the notice;
  - (d) make the draft management plan available for inspection, free of charge, to all interested persons during ordinary office hours at the office (if any) of the Administering Body, at the offices of Te Rūnanga, at the offices (if any) of each of the four Murihiku Papatipu Rūnanga and to the Director-General of Conservation at such office of his or her Department as may be agreed from time to time with the Director-General of Conservation;
  - (e) before recommending the management plan to the Minister for his or her approval, give every person or organisation who or which, in lodging any submission under *paragraph (a) or paragraph (b) of this paragraph 8*, asked to be heard in support of his, her or its submissions, a reasonable opportunity of appearing before the Administering Body, or any committee or person appointed by the Administering Body, in order to be heard on that submission;
  - (f) provide to the Minister a summary of the submissions received and a statement as to the extent to which they have been allowed or accepted or disallowed or not accepted; and

- (g) once the Minister has approved the management plan, issue the final plan and make it available for inspection at the office (if any) of the Administering Body, at the office of Te Rūnanga, at the offices (if any) of each of the four Murihiku Papatipu Rūnanga and to the Director-General of Conservation at such office of his or her Department as may be agreed from time to time with the Director-General of Conservation.
- 9 If at any time the Administering Body undertakes a full review of the management plan in accordance with *paragraph 5*, or, subject to *paragraph 10 of this attachment 13.9*, reviews the management plan, the Administering Body shall follow the procedure specified in *paragraphs 6 to 8 of this attachment 13.9* as if the review were the preparation of the initial management plan.
- 10 Where a proposed review (not being a full review) or amendment of the management plan is of such a nature that the Administering Body and the Director-General of Conservation consider that it will not materially affect the objectives or policies expressed in the management plan then, with the exception of *paragraph 6(d)*, the Administering Body need not follow the procedure specified in *paragraphs 6 to 8 of this attachment 13.9*.
- 11 The Administering Body or committee or person before which or whom any person appears at any hearing in support of any submissions shall determine the procedure to be followed at the hearing.

## Schedule 111 Ancillary claims

ss 351, 353, 354, 387, 388, 389, 390, 391  
to 400, 402 to 405, 407, 413, 416 to 419,  
421 to 423, 425, 426, 428, 429

### *Land descriptions*

<b>Land</b>	<b>Description</b>	<b>Encumbrances</b>
Ahuriri-Te Waihora site	All that land situated in Canterbury Land District, Selwyn District, comprising 2 hectares, approximately, being Part Reserve 959 (SO 8677, 8678). Subject to survey as shown on Allocation Plan A 198 (SO 19863).	None.
Aparima site (No 1)	All that land situated in Southland Land District, Southland District, comprising 10.9 hectares, approximately, being Part Section 44, Block I, Jacobs River Hundred (SO 374). Part Certificate of Title 135/46 (Limited as to Parcels) subject to drainage rights and rights incidental thereto created by Transfer 006921.1. Subject to survey, as shown on Allocation Plan A 217 (SO 12243).	None.
Aparima site (No 2)	All that land situated in Southland Land District, Southland District, comprising 1.2 hectares, approximately, being Part Section 45, Block I, Jacobs River Hundred. Part Certificate of Title 135/29 (Limited as to Parcels) subject to grant of drainage rights and rights incidental thereto created by Transfer 006921.1 and subject to lease 006921.2. Subject to survey, as shown on Allocation Plan A 217 (SO 12243).	None.
Arawhata site (No 1)	All that land situated in Westland Land District, Westland District, comprising 12.5 hectares, approximately, being Part Section 1, SO 11836. Part Certificate of Title 8A/496. Subject to a right to convey water in gross created by Transfer 091679. Subject to survey, as shown on Allocation Plan A 206 (SO 12589).	None.
Arawhata site (No 2)	All that land situated in Westland Land District, Westland District, comprising— (a) 5.52 hectares, approximately, being Part Reserve 1692:	None.

Land	Description	Encumbrances
Bruce Bay site (No 1)	<p>(b) 1505 square metres, more or less, being Section 1, SO 12284;</p> <p>(c) 3.65 hectares, approximately, being Part Reserve 1692.</p> <p>Subject to survey, as shown on Allocation Plan A 206 (SO 12589).</p>	None.
Bruce Bay site (No 2)	<p>All that land situated in Westland Land District, Westland District, comprising 1 hectare, approximately, being legal road adjoining Reserve 2113 and Section 1, SO 12347. Subject to survey, as shown on Allocation Plan A 480, 481 &amp; 482 (SO 12507).</p>	None.
Bruce Bay site (No 3)	<p>All that land situated in Westland Land District, Westland District, comprising 0.1500 hectares, more or less, being Part Reserve 2113 (SO 5201). Part <i>Gazette</i> 1986, page 4859. Subject to survey, as shown on Allocation Plan A 480, 481 &amp; 482 (SO 12507), that is not used for hall purposes.</p> <p>All that land situated in Westland Land District, Westland District, comprising 0.4100 hectares, more or less, being Section 1, SO 12347. Subject to survey, as shown on Allocation Plan A 480, 481 &amp; 482 (SO 12507).</p>	<p>Subject to encroachment agreement dated 5 October 1993 between New Zealand Transport Agency and Brian David Ronald Titheridge allowing the encroaching party to construct and maintain a residence, shed, and workshop on the Bruce Bay site (No 3).</p>
Bruce Bay site (No 4)	<p>All that land situated in Westland Land District, Westland District, comprising 21.5 hectares, approximately, being legal road adjoining State Highway No 6 and Makatata Stream. Subject to survey, as shown on Allocation Plan A 483 &amp; 485 (SO 12508) and bounded on one side by the track marked RP 670/10.2.</p>	None.

Land	Description	Encumbrances
Bruce Bay site (No 5)	All that land situated in Westland Land District, Westland District, comprising 3 hectares, approximately, being legal road adjoining State Highway 6 and Rural Section 5736, Section 1, SO 12348 and Makatata Stream. Subject to survey, as shown on Allocation Plan A 484 (SO 12501).	None.
Bruce Bay site (No 6)	All that land situated in Westland Land District, Westland District, comprising 35.5086 hectares, more or less, being Reserve 1219. Subject to survey, as shown on Allocation Plan A 483 & 485 (SO 12508).	Subject to grazing licence dated 4 April 1994 between the Minister of Conservation and Ban-nock Brae Farms Limited.
Bushy Point site	<p>All that land situated in Otago Land District, Queenstown Lakes District, comprising undefined areas being—</p> <p>(a) Part Recreation Reserve, Block I, Mid Hawea Survey District, (SO 2289). Part <i>Gazette</i> 1891, page 1049;</p> <p>(b) Part Recreation Reserve, Block I, Mid Hawea Survey District (SO 12464), Part <i>Gazette</i> Notice 267479.</p> <p>Subject to survey, as shown on Allocation Plan A 238 (SO 24696).</p>	<p>Subject to grazing licence dated 2 July 1996 between Hunter Valley Station Limited and an officer designated as Commissioner by the Director-General of Conservation for the purposes of the Reserves Act 1977.</p> <p>Subject to the operating easement over part of the Bushy Point site entered into by the Crown in favour of Contact Energy Ltd pursuant to clause 14.11.2(a)(ii) of the deed of settlement.</p>
Greymouth Railway land	All that land situated in Westland Land District, Grey District, comprising—	Subject to an easement in favour of Her Majesty the



Land	Description	Encumbrances
(a)	0.3433 hectares approximately, being Sections 312 and 132, Part Sections 133 and 134, Block IX and Part Section 311, Block X, Māori Reserve 31. Balance Certificate of Title 3A/490:	Queen for railway purposes, for the purposes of using a pedestrian over-bridge entered into pursuant to clause 14.16.3(b)(i) of the deed of settlement.
(b)	0.1659 hectares approximately, being Part Mount Street (SO 5280). All <i>Gazette</i> Notice 43976:	Subject to two easements in favour of the Grey District Council to drain stormwater and sewage entered into pursuant to clause 14.16.3(b)(ii) of the deed of settlement.
(c)	1.2000 hectares approximately, being Part Reserve 804. Part Certificate of Title 2D/1212:	Subject to two easements in favour of the Grey District Council to drain stormwater and sewage entered into pursuant to clause 14.16.3(b)(ii) of the deed of settlement.
(d)	0.2188 hectares approximately, being Part Sections 284B, 284C, 284D, 284E, 284F, and Sections 284I, 284J, 284K, Block 8, Māori Reserve 31 and Part Street. Part Proclamation 184:	Subject to two easements in favour of the Grey District Council to drain stormwater and sewage entered into pursuant to clause 14.16.3(b)(ii) of the deed of settlement.
(e)	0.0020 hectares approximately, being Part Section 284G, Block 8, Māori Reserve 31. Part <i>Gazette</i> Notice 1970 38774:	Subject to two easements in favour of the Grey District Council to drain stormwater and sewage entered into pursuant to clause 14.16.3(b)(ii) of the deed of settlement.
(f)	0.0300 hectares approximately, being Part Block 8, Māori Reserve 31. Part Certificate of Title 3A/489:	Subject to two easements in favour of the Grey District Council to drain stormwater and sewage entered into pursuant to clause 14.16.3(b)(ii) of the deed of settlement.
Invercargill site	Subject to survey, as shown marked "A" to "F" on Allocation Plan A 436 (SO 12500). All that land situated in Southland Land District, Invercargill City, comprising 2.5 hectares, approximately, being Part Section 1, SO 11705. Part Certificate of Title 10A/53. Subject to survey, as shown on Allocation Plan A 216 (SO 12242).	Subject to grazing licence dated 2 October 1992 between Landcorp Management Services Limited and Patrick William Peter Langford and Lynley Gay Langford. Subject to a transmission line easement in favour of The Power Company

Land	Description	Encumbrances
Kaikōura suburban site	All that land situated in Marlborough Land District, Kaikoura District, comprising 3,9090 hectares, more or less, being Section 1, SO 6949. All Certificate of Title 4D/1424. As shown on Allocation Plan A 105 (SO 7321).	Limited to convey electricity through aerial power lines, entered into pursuant to clause 14.23.2(b) of the deed of settlement.
Kaikōura town section	All that land situated in Marlborough Land District, Kaikoura District, comprising 9930 square metres, more or less, being Section 1, SO 6917. All Certificate of Title 4D/1316. As shown on Allocation Plan A 104 (SO 7320).	None.
Karitane site	All that land situated in Otago Land District, Dunedin City, comprising 3465 square metres, more or less, being Section 26, Block XXV, Town of Waikouaiti (SO 16569), Part <i>Gazette</i> Notice 334219. Subject to survey, as shown on Allocation Plan A 187 (SO 24697).	None.
Lake Kaniere site	All that land situated in Westland Land District, Westland District, comprising 1775 square metres, more or less, being Section 1, SO 12072. All Certificate of Title 8A/1279. As shown on Allocation Plan A 501 (SO 12503).	Subject to residential tenancy agreement dated 5 October 1995 between Knight Frank NZ Limited as agent for the Department of Survey and Land Information and Michael Kevin Milne and Ngaire Rae Clark.
Lakeside site (No 1)	All that land situated in Otago Land District, Queenstown Lakes District, comprising an undefined parcel of land being Part Run 798, Block I, Mid Wanaka Survey	None.

Land	Description	Encumbrances
Lakeside site (No 2)	<p>District (SO 19256). Subject to survey, as shown marked (D) on Allocation Plan A 239 (SO 24708).</p> <p>All that land situated in Otago Land District, Queenstown Lakes District, comprising an undefined parcel of land being Part Run 798, Block I, Mid Wanaka Survey District (SO 19256). Subject to survey, as shown marked (I) on Allocation Plan A 239 (SO 24708).</p>	None.
Lakeside site (No 3)	<p>All that land situated in Otago Land District, Queenstown Lakes District, comprising an undefined parcel of land being Part Run 798, Block I, Mid Wanaka Survey District (SO 19256). Subject to survey, as shown marked (J) on Allocation Plan A 239 (SO 24708).</p>	None.
Maranuku site	<p>All that land situated in Otago Land District, Clutha District, comprising 9500 square metres, more or less, being Section 4, SO 22413, and 1.0 hectare, more or less, being Section 1, SO 22413. Part <i>Gazette</i> Notice 423175. Subject to survey, as shown on Allocation Plan A 191 (SO 24694).</p>	None.
Māwhera Chambers	<p>All that land situated in Westland Land District, Grey District, comprising 1661 square metres, more or less, being Lot 1, DP 2696, and Section 1, SO 11689. All Certificate of Title 8B/300. As shown on Allocation Plan A 212 (SO 12498).</p>	<p>Lease dated 14 September 1994 between GPS Properties Limited and Challenge Developments Limited, such lease having been assigned to Grey District Youth and Community Centre Incorporated by deed of assignment of lease dated 4 June 1997.</p>
Pūrākaunui site	<p>All that land situated in Otago Land District, Dunedin City, comprising 12.0 hectares, approximately, being Part Section 81, Block IV, North Harbour and Blueskin</p>	None.

Land	Description	Encumbrances
Rapahoe site	<p>Survey District (SO 18224). Part <i>Gazette</i> Notice 526541, and 24.0 hectares, approximately, being Section 80, Block IV, North Harbour and Blueskin Survey District (SO 18224). Part <i>Gazette</i> Notice 526541. Subject to survey, as shown on Allocation Plan A 224 (SO 24702).</p> <p>All that land situated in Westland Land District, Grey District, comprising 3,5190 hectares, more or less, being Sections 1 and 2, SO 12138. As shown on Allocation Plan A 211 (SO 12497).</p>	<p>Subject to coal mining licence dated 2 December 1993 between Greymouth Coal Limited and the Minister of Energy under section 41 of the Coal Mines Act 1979.</p>
Remaining lakeside sites	<p>All that land situated in Otago Land District, Queenstown Lakes District, comprising undefined areas, being—</p> <p>(a) Part Run 579 (SO 965). Part Proclamation 230822 (SO 12464). Subject to survey, as shown marked (A) on Allocation Plan A 508 (SO 24677);</p> <p>(b) Part Section 1, Block I, Mid Wanaka Survey District (SO 8322). Part <i>Gazette</i> Notice 267479 (SO 12464). Subject to survey, as shown marked (B) on Allocation Plan A 508 (SO 24677);</p> <p>(c) Part Run 403B (SO 261). Parts Proclamation 230822 (SO 12464). Subject to survey, as shown marked (C) and (E) respectively on Allocation Plan A 508 (SO 24677);</p> <p>(d) Part Stopped Road, Block I, Mid Wanaka Survey District (SO 12464). Part Proclamation 245462 (SO 12464). Subject to survey, as shown marked (E) on Allocation Plan A 508 (SO 24677);</p> <p>(e) Part Run 338a (SO 261). Part Proclamation 230822 (SO 12464). Subject to survey, as shown marked (H) on Allocation Plan A 508 (SO 24677).</p>	<p>None.</p>

Land	Description	Encumbrances
Road site	All that land situated in Otago Land District, Dunedin City, comprising an undefined area being road adjoining Pūrākaunui Sections 69, 79, 80 and 81, Block IV, North Harbour and Blueskin Survey District. Subject to survey, as shown on Allocation Plan A 224 (SO 24702).	Subject to an easement granted by the Pūrākaunui Block Incorporation in favour of the trustees of Pūrākaunui Subdivision 69 of Section 50, Block IV, North Harbour and Blueskin Survey District to maintain vehicular and other access to that property in the form set out in attachment 14.14 of the deed of settlement, entered into pursuant to clause 2.2 of attachment 14.13 of the deed of settlement.
Substitute Maranuku site	<p>All that land situated in Otago Land District, Clutha District, comprising 78.9488 hectares, more or less, being—</p> <p>(a) Section 2 of 8, Block II, Glenomaru Survey District (SO 521). All Certificate of Title 27/130:</p> <p>(b) Part Section 7, Block II, Glenomaru Survey District (SO 521, 16842 and DP 2651). Balance of Certificate of Title 205/280:</p> <p>(c) Lot 1 DP 18286. All Certificate of Title 9C/1209, appurtenant hereto is a Right of Way created by Transfer 615987/2.</p> <p>As shown on Allocation Plan A 510 (SO 24717).</p>	None.

Land	Description	Encumbrances
Tairaroa Head site (No 1)	<p>All that land situated in Otago Land District, Dunedin City, comprising—</p> <p>(a) 152 square metres, more or less, being Section 71, Block II, Portobello Survey District (SO 16512). All <i>Gazette</i> Notice 571905. Exclusive of such mines and minerals as were not taken by Proclamation 842:</p> <p>(b) 4087 square metres, more or less, being Ōtākou Māori Reserve, Block A3, Part Section 54, Block II, Portobello Survey District. Part <i>Gazette</i> Notice 265921. Exclusive of such mines and minerals as were not taken by Proclamation 842.</p> <p>Subject to survey, as shown marked “Site 1” on Allocation Plan A 188 (SO 24692).</p>	<p>Subject to access permit dated 8 February 1990 granted by and on behalf of the Minister of Conservation by an officer under a designation given to him by the Director-General of Conservation under section 53 of the Wildlife Act 1953 and sections 49 and 57 of the Reserves Act 1977 for Dean Nelson and Chris Lalas of the Department of Conservation to access Tairaroa Head site (No 1).</p> <p>Subject to access permit dated 4 August 1995 granted by and on behalf of the Minister of Conservation by an officer under a designation given to him by the Director-General of Conservation under section 57 of the Reserves Act 1977 for George R Chance to access Tairaroa Head site (No 1).</p>

Land	Description	Encumbrances
Taiaroa Head site (No 2)	<p>All that land situated in Otago Land District, Dunedin City, comprising—</p> <p>(a) 4.1642 hectares, more or less, being Ōtākou Māori Reserve, Block A3, Part Section 54, Block II, Portobello Survey District (SO 13287). Part <i>Gazette</i> Notice 265921. Exclusive of such mines and minerals as were not taken by Proclamation 842:</p> <p>(b) 7100 square metres, more or less, being Ōtākou Māori Reserve, Block A3, Section 55, Block II, Portobello Survey District (SO 18367). All <i>Gazette</i> Notice 457756/1.</p> <p>Subject to survey, as shown marked “Site 2” on Allocation Plan A 188 (SO 24692).</p>	<p>Subject to <i>Gazette</i> 1991, page 3234.</p> <p>Subject to an authority under section 59A of the Reserves Act 1977 issued by the Conservator for the Otago Conservancy of the Department of Conservation allowing the Otago Peninsula Trust to carry on the business of conducting tours within the areas shown “A” and “B” on SO 23598.</p>
Taiaroa Head site (No 3)	<p>All that land situated in Otago Land District, Dunedin City, comprising—</p> <p>(a) 3.9153 hectares, more or less, being Sections 72 and 73, Block II, Portobello Survey District (SO 16512). All Certificate of Title 10C/1310, subject to Right of Way easement created by Transfer 670560. <i>Gazette</i> Notice 579134. Subject to a Water Supply Easement registered as Proclamation 6915:</p> <p>(b) 2430 square metres, more or less, being Section 4, SO 22583. Part <i>Gazette</i> Notice 265923.</p> <p>As shown marked “Site 3” on Allocation Plan A 188 (SO 24692).</p>	<p>None.</p>
Taiaroa Head site (No 4)	<p>All that land situated in Otago Land District, Dunedin City, comprising 3.4332 hectares, more or less, being Sections 1, 2 and 3, SO 22583. Part <i>Gazette</i> Notice 265921 and subject to a lease between the Dunedin City Council and the Otago Peninsula Trust over Sections 1 and 2, SO 22583 commencing on 1 July 1991 for</p>	<p>None.</p>

Land	Description	Encumbrances
Takahanga Pā site (No 1)	<p>an initial term of 33 years and with two rights of renewal for a further term of 33 years each. As shown marked “Site 4” on Allocation Plan A 188 (SO 24692).</p> <p>All that land situated in Marlborough Land District, Kaikoura District, comprising 2.3689 hectares, more or less, being Section 473, Town of Kaikoura (SO 5269). All <i>Gazette</i> 1992, page 504, subject to <i>Gazette</i> 1997, page 1207. As shown on Allocation Plan A 180 (SO 7324).</p>	None.
Takahanga Pā site (No 2)	<p>All that land situated in Marlborough Land District, Kaikoura District, comprising 683 square metres, more or less, being Part Section 411, Town of Kaikoura (SO 4791). Subject to survey, as shown on Allocation Plan A 180 (SO 7324).</p>	None.
Tatawai replacement site	<p>All that land situated in Otago Land District, Clutha District, comprising 56.5548 hectares, more or less, being Section 5, Block XXIII, Waihola Survey District (SO 1742). Part Certificate of Title 428/22 subject to a Covenant registered as Document 651066. As shown marked “A” on Allocation Plan A 500 (SO 24691).</p>	None.
Te Houriri site	<p>All that land situated in Canterbury Land District, Waimate District, comprising 1 hectare, approximately, being legal road (Timaru Roll 12), adjoining Te Houriri Māori Reserve 906. Subject to survey, as shown marked “Road” on Allocation Plan A 425 (SO 19875).</p>	None.
Te Ihutai site	<p>All that land situated in Canterbury Land District, Waimakariri District, comprising 4 hectares, approximately, being Sections 1, and Part Sections 2 and 4, Reserve 91 (SO 3033). Part <i>Gazette</i> 1886, page 209. Subject to survey, as shown on Allocation Plan A 200 (SO 19865).</p>	None.
Waikouaiti Lagoon	<p>All that land also known as Hawksbury or Matainaka Lagoon situated in Otago Land District, Dunedin City, comprising—</p> <p>(a) 6280 square metres, more or less, being Lot 14, DP 22723. All <i>Gazette</i> Notice 828881/15. Subject to rights to drain stormwater created by Transfer 828881/16:</p>	None.



Land	Description	Encumbrances
Waimumu site (No 1)	<p>(b) 61.4 hectares, more or less, being Section 32, Block VI, Hawksbury Survey District (SO 18322). All <i>Gazette</i> Notice 595465:</p> <p>(c) 1.2 hectares, more or less, being Section 36, Block VI, Hawksbury Survey District (SO 21933). All <i>Gazette</i> Notice 749232/2.</p> <p>As shown on Allocation Plan A 201 (SO 24695).</p>	<p>Subject to a lease granted by the Crown in favour of Broadcast Communications Limited, entered into pursuant to clause 14.22.3(c)(i) of the deed of settlement.</p> <p>Subject to a transmission line easement in favour of The Power Company Limited to convey electricity through overhead</p>
Waimumu site (No 2)	<p>All that land situated in Southland Land District, Southland District, comprising 226.8996 hectares, more or less, being Lots 1, 3 and 4 DP 8310. Certificate of Title 5A/563. Appurtenant is a Right of Way and Right to Convey Telephone and Electric Power created by Transfer 270531. Subject to a restrictive covenant created by Transfer 000369.1. As shown on Allocation Plan A 192 (SO 12237).</p> <p>All that land situated in Southland Land District, Southland District, comprising 13.8040 hectares, more or less, being Lot 2 DP 8310. Certificate of Title 5A/398. Appurtenant is a Right of Way and Right to Convey Telephone and Electric Power created by Transfer 270531. Subject to a restrictive covenant created by Transfer 000369.1. As shown on Allocation Plan A 215 (SO 12241).</p>	
Waimumu site (No 3)	<p>The part of the Waimumu site (No 2) as shown marked "Site 3" on Allocation Plan A 215 (SO 12241).</p>	

Land	Description	Encumbrances
Wainono site	All that land situated in the Canterbury Land District, Waimate District, comprising 1.6187 hectares, more or less, being Reserve 2688 (SO 4399). Part <i>Gazette</i> 1886, page 209. As shown on Allocation Plan A 199 (SO 19864).	None.
Wildlife sanctuary	All that land situated in Otago Land District, Dunedin City, comprising 7400 square metres, more or less, being Section 74, Block II, Portobello Survey District (SO 18782). Proclamation 519375. As shown adjoining site 2 on Allocation Plan A 188 (SO 24692).	None.

Schedule 111: amended, on 10 May 2011, by section 100(3) of the Land Transport (Road Safety and Other Matters) Amendment Act 2011 (2011 No 13).

## Schedule 112 Form of Fenton Entitlement

s 355

Created and granted on [*insert date*]

### **PARTIES**

- (1) **THE HOLDERS OF A FENTON ENTITLEMENT** (*The Holders*)
- (2) **HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND** acting by [*Landholding Agent*] and the Minister of Māori Affairs (*the Crown*).

### **BACKGROUND**

- A On 21 November 1997, the Crown and Te Rūnanga o Ngāi Tahu entered into a deed of settlement (“deed of settlement”) recording the matters required to give effect to a settlement of all the historical claims of Ngāi Tahu Whānui.
- B Pursuant to the provisions of the deed of settlement, the Ngāi Tahu Claims Settlement Act 1998 provides for the creation of Fenton Entitlements on the terms set out in the deed of settlement.

**THE PARTIES** agree as follows:

#### **1 INTERPRETATION**

- 1.1 Terms defined in the deed of settlement and the Ngāi Tahu Claims Settlement Act 1998 will have the same meaning in this Entitlement.
- 1.2 [*Insert other definitions as required by specific Entitlement.*]

#### **2 ENTITLEMENT LAND**

The area which is the subject of this Entitlement is [*insert description of site and/or attach plans/map*] (the “entitlement land”) being adjacent to [*insert name of lake/river*] (the “Waterway”).

#### **3 CREATION OF ENTITLEMENT**

The Crown hereby creates and grants in favour of the Holders an entitlement to occupy temporarily and exclusively the entitlement land for the purposes of permitting the Holders to have access to the Waterway for lawful fishing and gathering of other natural resources, on the terms and conditions set out in this Entitlement.

#### **4 TERMS OF ENTITLEMENT**

##### **4.1 Length of Entitlement**

Unless suspended pursuant to clause 5, this Entitlement shall be perpetual.

## **4.2 Entitlement period**

The Holders may occupy the entitlement land to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute undertaking their normal functions in relation to the entitlement land) for up to 210 days in any calendar year (such days to exclude any day on and from 1 May to 15 August).

## **4.3 Temporary camping shelters**

The Holders may erect camping shelters or similar temporary dwellings during the period or periods that the right to occupy the entitlement land pursuant to clause 4.2 is being exercised, provided that the Holders must:

- 4.3.1 remove such camping shelters or temporary dwellings when ceasing to exercise the right to occupy the entitlement land pursuant to clause 4.3; and
- 4.3.2 leave the entitlement land in substantially the same condition as it was in at the beginning of the period in each year when occupation may commence pursuant to clause 4.3, except for temporary effects normally associated with this type of occupation.

## **4.4 Activities on entitlement land**

Notwithstanding clause 4.3, but subject to clauses 4.4.1 to 4.4.4 and 4.6, the Holders may, with the consent of the Landholding Agent, undertake such activities on the entitlement land as may be reasonably necessary to enable the entitlement land to be used for the purposes set out in clause 3, provided that:

- 4.4.1 the giving of consent by the Landholding Agent pursuant to this clause shall be completely at his or her discretion and subject to such conditions as he or she thinks fit;
- 4.4.2 where the entitlement land is held under the Conservation Act 1987 or any Act in Schedule 1 of that Act, the Landholding Agent may, in considering whether to give consent under this clause, require an environmental impact report in relation to the proposed activities, and an audit of that report at the Holders' expense, and impose reasonable conditions to avoid, remedy, or mitigate any adverse effects of the activity on the entitlement land and the surrounding land or on any wildlife;
- 4.4.3 when applying for any consent under this clause, the Holders shall provide to the Landholding Agent details of the proposed activity, including, but not limited to:
  - (a) the effect of the activity on the entitlement land and, where the entitlement land is land held under the Conservation Act 1987 or any Act in Schedule 1 of that Act, on the surrounding land and upon any wildlife;
  - (b) any proposed measures by the Holders to avoid, remedy, or mitigate any adverse effects;

4.4.4 if the Crown has complied with its obligations under this Entitlement, it shall not be obliged to compensate the Holders for any activities undertaken by the Holders pursuant to this clause, whether on suspension of this Entitlement or at any other time.

**4.5 Continuing public access**

The creation and granting by the Crown, and exercise by the Holders, of this Entitlement shall not impede public access along the Waterway.

**4.6 Compliance with laws**

The Holders, and any activity carried on by the Holders on the entitlement land (including any work undertaken on the entitlement land pursuant to clause 4.4), is subject to existing laws, bylaws, regulations, and land and water management practices relating to the entitlement land.

**4.7 Notification of activities**

In carrying out land and water management and practices relating to the entitlement land, the Landholding Agent must have regard to the existence of this Entitlement and will notify the Holders of any activity which may affect the Holders, and will avoid unreasonable disruption to the Holders.

**4.8 Entitlement is not assignable**

The Holders may not assign or grant a sub-entitlement to their rights under this Entitlement, but, notwithstanding clause 7, the rights of any Holder under this Entitlement may only be disposed of in accordance with sections 108 and 109 of Te Ture Whenua Maori Act 1993.

**4.9 Enforceability**

4.9.1 During the term of this Entitlement and while any of the Holders are occupying the entitlement land pursuant to the terms of this Entitlement, it shall be enforceable by the Holders against persons who are not a party to the deed of settlement as if they were the owner of the entitlement land.

4.9.2 The Crown is not obliged to enforce the rights of the Holders under this Entitlement against persons who are not a party to the deed of settlement on behalf of the Holders.

**4.10 Right to alienate adjacent land**

The existence and exercise of this Entitlement does not restrict the Crown's right to alienate either the entitlement land or land adjacent to the entitlement land or adjacent to the Waterway next to which the entitlement land is situated.

**4.11 Access ensured**

If the Crown alienates, or changes the classification or status of, land adjacent to the entitlement land, with the result that lawful access to the entitlement land no longer exists, the Crown will, subject to its obligations to comply with any statutory or regulatory requirements, ensure that the Holders continue to have

the same type of access to the entitlement land as existed prior to such alienation or change of classification or status, unless and until this Entitlement is suspended under clause 5.

#### **4.12 Suspension of Entitlement for reasons of management**

Subject to clause 4.7, this Entitlement may be suspended at any time at the discretion of the Landholding Agent, after consulting with the Holders and having particular regard to their views, if necessary for reasons of management in accordance with the purposes for which the entitlement land is held. Notwithstanding clause 4.2, if this Entitlement is suspended, the Holders may use the entitlement land outside the entitlement period described in clause 4.2 for a time equal to the period of suspension.

#### **4.13 Targeted rates**

The holders are liable to pay targeted rates under section 9 of the Local Government (Rating) Act 2002 in respect of the entitlement land in proportion to the period for which the holders are entitled to occupy the entitlement land under clause 4.2.

Schedule 112 clause 4.13: substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

### **5 SUSPENSION**

#### **5.1 Breach of Terms of Entitlement**

- 5.1.1 Subject to clause 5.1.4, if the Holders default in performing any of their obligations under this Entitlement, and such default is capable of remedy, the Crown may give written notice to the Holders specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances).
- 5.1.2 Unless within 41 Business Days after the giving of notice pursuant to clause 5.1.1 the default specified in the notice has been remedied or appropriate action has been taken to remedy the default as required in the notice, the Crown may immediately suspend this Entitlement by notice in writing to the Holders.
- 5.1.3 If the default is not one which is capable of remedy, the Crown may immediately suspend this Entitlement by notice in writing to the Holders.
- 5.1.4 On suspension of this Entitlement pursuant to clause 5.1.2 or clause 5.1.3, the Holders shall be entitled to apply to the Minister of Māori Affairs for reinstatement of the Entitlement after the expiry of 2 years from the date of suspension of this Entitlement.
- 5.1.5 Clause 5.1.4 survives the suspension of this Entitlement.

## **5.2 Suspension for other reasons**

The Crown may suspend this Entitlement and terminate its application to the entitlement land if:

- (a) the Crown alienates the entitlement land; or
- (b) the entitlement land is destroyed or permanently detrimentally affected by any natural cause; or
- (c) it is a condition of this Entitlement, set out in clause 8, that the entitlement land is reserve land which may be required by the Crown for the specific purpose for which it was originally set apart as a reserve and it becomes so required or it is unformed legal road which becomes formed; or
- (d) subject to clause 4.11, if lawful access to the entitlement land no longer exists; or
- (e) section 357(2) of the Ngāi Tahu Claims Settlement Act 1998 applies; or
- (f) the Customary Fishing Entitlement held by the Holder of this Entitlement is suspended, or the application of the Customary Fishing Entitlement to the entitlement area is terminated.

## **5.3 Reinstatement or replacement of an Entitlement**

On suspension of this Entitlement pursuant to clause 5.2, and upon application by the Holders to the Minister of Māori Affairs, the Crown will take reasonable steps to reinstate this Entitlement (varied, if necessary, by written agreement) or grant a replacement area of entitlement land over another site.

## **6 RIGHTS NOT AFFECTED**

Pursuant to section 346 of the Ngāi Tahu Claims Settlement Act 1998, except as expressly provided in this Entitlement, the existence of this Entitlement does not affect the lawful rights or interests of any person who is not a party to the deed.

## **7 LIMITATION OF RIGHTS**

Pursuant to section 369 of the Ngāi Tahu Claims Settlement Act 1998, except as expressly provided in this Entitlement, the existence of this Entitlement will not, of itself, have the effect of granting, creating or providing evidence of any estate or interest in or any rights of any kind whatsoever relating to the entitlement area.

## **8 SPECIAL CONDITIONS**

*[including special purpose specification]*

**SIGNED** for and on behalf of **HER MAJESTY** )  
**THE QUEEN** in right of New Zealand by [ ] )  
Landholding Agent in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of **HER MAJESTY** )  
**THE QUEEN** in right of New Zealand by [ ] )  
Minister of Māori Affairs in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

THE SEAL of TE RŪNANGA O NGĀI TAHU )  
was affixed to this document in the presence of: )

\_\_\_\_\_  
Te Rūnanga o Ngāi Tahu Representative

\_\_\_\_\_  
Secretary



## Schedule 113

### Land over which Fenton Entitlements to be granted

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- (a) **Pukatahi Reserve**  
All that land situated in Canterbury Land District, Waimate District, comprising 1 hectare, more or less, being Part Old Waihao Riverbed. Subject to survey as shown marked “B” on Allocation Plan A 495 (SO 19888).
- (b) **Taerutu Reserve**  
All that land situated in Canterbury Land District, Waimakariri District, comprising 1 hectare, more or less, being Part Rural Section 41888 (SO 16200). Part *Gazette* 1956, page 718. Subject to survey within the area shown marked “Fenton Entitlement 3 & 4” on Allocation Plans A 421, 422, 423 & 424 (SO 19874).
- (c) **Te Aka Aka Reserve**  
All that land situated in Canterbury Land District, Waimakariri District, comprising 1 hectare, more or less, being Part Rural Section 41888 (SO 16200). Part *Gazette* 1956, page 718. Subject to survey within the area shown marked “Fenton Entitlement 3 & 4” on Allocation Plans A 421, 422, 423 & 424 (SO 19874).
- (d) **Te Houriri Reserve**  
All that land situated in Canterbury Land District, Waimate District, comprising 1 hectare, more or less, being legal road (Timaru Roll 12) adjoining Te Houiri Māori Reserve 906. Subject to survey as shown marked “Road” on Allocation Plan A 425 (SO 19875).
- (e) **Torotoroa Reserve**  
All that land situated in Canterbury Land District, Waimakariri District, comprising 1 hectare, more or less, being Part Sections 3 and 4, Reserve 91 (SO 3033). Part *Gazette* 1886, page 209. Subject to survey within the area shown marked “Fenton Entitlement 1 & 2” on Allocation Plans A 421, 422, 423 & 424 (SO 19874).
- (f) **Waimaiaia Reserve**  
All that land situated in Canterbury Land District, Waimakariri District, comprising 1 hectare, more or less, being Part Sections 3 and 4, Reserve 91 (SO 3033). Part *Gazette* 1886, page 209. Subject to survey within the area shown marked “Fenton Entitlement 1 & 2” on Allocation Plans A 421, 422, 423 & 424 (SO 19874).

## Schedule 114

### Form of Customary Fishing Entitlement

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Created and granted on [*insert date*]

#### **PARTIES**

- (1) **THE HOLDERS OF A CUSTOMARY FISHING ENTITLEMENT** (*the Holders*)
- (2) **HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND** acting by the [*Landholding Agent*] and the Minister of Māori Affairs (*the Crown*).

#### **BACKGROUND**

- A On 21 November 1997, the Crown and Te Rūnanga o Ngāi Tahu entered into a deed of settlement (“deed of settlement”) recording the matters required to give effect to a settlement of all the historical claims of Ngāi Tahu Whānui.
- B Pursuant to the provisions of the deed of settlement, the Ngāi Tahu Claims Settlement Act 1998 provides for the creation of Customary Fishing Entitlements on the terms set out in the deed of settlement.

**THE PARTIES** agree as follows:

#### **1 INTERPRETATION**

- 1.1 Terms defined in the deed of settlement and the Ngāi Tahu Claims Settlement Act 1998 will have the same meaning in this Entitlement.
- 1.2 [*Insert other definitions as required by specific Entitlement.*]

#### **2 ENTITLEMENT AREA**

The area which is the subject of this Entitlement is [*insert description of the area of the bed of Waterway and/or attach plans/map*] (the “entitlement area”) on the bed of the [*insert name of lake/river*] (the “Waterway”).

#### **3 CREATION OF ENTITLEMENT**

The Crown hereby creates and grants in favour of the Holders an entitlement to occupy temporarily and exclusively the entitlement area for the purposes of permitting the Holders to lawfully fish and gather natural resources, on the terms and conditions set out in this Entitlement.

#### **4 TERMS OF ENTITLEMENT**

##### **4.1 Length of Entitlement**

Unless suspended pursuant to clause 5, this Entitlement is perpetual.

## **4.2 Entitlement period**

The Holders may occupy the entitlement area to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute undertaking their normal functions in relation to the entitlement area) for an aggregate of up to 210 days in any calendar year (such days to exclude any day on and from 1 May to 15 August).

## **4.3 Temporary structures**

The Holders may erect temporary structures for the purpose of lawfully fishing and gathering natural resources during the period or periods that the right to occupy the entitlement area pursuant to clause 4.2 is being exercised, provided that the Holders must:

- 4.3.1 remove such temporary structures when ceasing to exercise the rights to occupy the entitlement area pursuant to clause 4.2; and
- 4.3.2 leave the entitlement area in substantially the same condition as it was in at the beginning of the period in each year when occupation may commence pursuant to clause 4.2 except for temporary effects normally associated with this type of occupation.

## **4.4 Activities on entitlement land**

Notwithstanding clause 4.3, but subject to clauses 4.4.1 to 4.4.4, and 4.6, the Holders may, with the consent of the Landholding Agent, undertake such activities on the entitlement area as may be reasonably necessary to enable the entitlement area to be used for the purposes set out in clause 3, provided that:

- 4.4.1 the giving of consent by the Landholding Agent pursuant to this clause shall be completely at his or her discretion and subject to such conditions as he or she thinks fit;
- 4.4.2 where the entitlement land is held under the Conservation Act 1987 or any Act in Schedule 1 of that Act, the Landholding Agent may, in considering whether to give consent under this clause, require an environmental impact report in relation to the proposed activities, and an audit of that report at the Holders' expense, and impose reasonable conditions to avoid, remedy, or mitigate any adverse effects of the activity on the entitlement area and the surrounding Waterway or land or on any wildlife or fish species;
- 4.4.3 when applying for any consent under this clause the Holders must provide to the Landholding Agent details of the proposed activity, including, but not limited to:
  - (a) the effect of the activity on the entitlement area and, where the entitlement area is land held under the Conservation Act 1987 or any Act in Schedule 1 of that Act, on the surrounding Waterway or land and upon any wildlife or fish species;

- (b) any proposed measures by the Holders to avoid, remedy, or mitigate any adverse effects;

4.4.4 if the Crown has complied with its obligations under this Entitlement, it shall not be obliged to compensate the Holders for any activities undertaken by the Holders pursuant to this clause, whether on suspension of this Entitlement or at any other time.

#### **4.5 Continuing public access**

The creation and granting by the Crown, and exercise by the Holders, of this Entitlement shall not prevent any person from lawfully passing through the entitlement area, whether on foot, or by boat, or otherwise.

#### **4.6 Compliance with laws**

The Holders, and any activity carried on by the Holders on the entitlement area (including any work undertaken on the entitlement area pursuant to clause 4.4), is subject to existing laws, bylaws, regulations, and land and water management practices relating to the entitlement area.

#### **4.7 Notification of activities**

In carrying out land and water management and practices relating to the entitlement area, the Landholding Agent will have regard to the existence of this Entitlement and accordingly will notify the Holders of any activity which may affect the Holders, and will avoid unreasonable disruption to the Holders.

#### **4.8 Entitlement is not assignable**

The Holders may not assign or grant a sub-entitlement to their rights under this Entitlement, but, notwithstanding clause 7, the rights of any Holder under this Entitlement may only be disposed of in accordance with section 108 and 109 of Te Ture Whenua Maori Act 1993.

#### **4.9 Enforceability**

4.9.1 During the term of this Entitlement and while any of the Holders are occupying the entitlement area pursuant to the terms of this Entitlement, it shall be enforceable by the Holders against persons who are not a party to the deed of settlement as if they were the owner of the entitlement area.

4.9.2 The Crown is not obliged to enforce the rights of the Holders under this Entitlement against persons who are not a party to the deed of settlement on behalf of the Holders.

#### **4.10 Right to alienate adjacent land or waterway**

The existence and exercise of this Entitlement will not restrict the Crown's right to alienate either the entitlement area, an area of the waterway adjacent to the entitlement area, or land adjacent to the waterway.

#### **4.11 Access ensured**

If the Crown alienates, or changes the classification or status of, land adjacent to the entitlement area with the result that lawful access to the entitlement area no longer exists, the Crown will, subject to its obligations to comply with any statutory or regulatory requirements, ensure that the Holders continue to have the same type of access to the entitlement area as existed prior to such alienation or change of classification or status, unless and until this Entitlement is suspended under clause 5.

#### **4.12 Suspension of Entitlement for reasons of management**

Subject to clause 4.7, this Entitlement may be suspended at any time at the discretion of the Landholding Agent, after consulting with the Holders and having particular regard to their views, if necessary for reasons of management in accordance with the purposes for which the entitlement area is held. Notwithstanding clause 4.2, if this Entitlement is suspended, the Holders may use the entitlement area outside the entitlement period described in clause 4.2 for a time equal to the period of suspension.

#### **4.13 Targeted rates**

The holders are liable to pay targeted rates under section 9 of the Local Government (Rating) Act 2002 in respect of the entitlement area in proportion to the period for which the holders are entitled to occupy the entitlement area under clause 4.2.

Schedule 114 clause 4.13: substituted, on 1 July 2003, by section 137(1) of the Local Government (Rating) Act 2002 (2002 No 6).

### **5 SUSPENSION**

#### **5.1 Breach of Terms of Entitlement**

- 5.1.1 Subject to clause 5.1.4, if the Holders default in performing any of their obligations under this Entitlement, and such default is capable of remedy, the Crown may give written notice to the Holders specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances).
- 5.1.2 Unless within 41 Business Days after the giving of notice pursuant to clause 5.1.1 the default specified in the notice has been remedied or appropriate action has been taken to remedy the default as required in the notice, the Crown may immediately suspend this Entitlement by notice in writing to the Holders.
- 5.1.3 If the default is not one which is capable of remedy the Crown may immediately suspend this Entitlement by notice in writing to the Holders.
- 5.1.4 On suspension of this Entitlement pursuant to clause 5.1.2 or clause 5.1.3, the Holders shall be entitled to apply to the Minister of Māori

Affairs for reinstatement of the Entitlement after the expiry of 2 years from the date of suspension of this Entitlement.

5.1.5 Clause 5.1.4 survives the suspension of this Entitlement.

## **5.2 Suspension for other reasons**

The Crown may suspend this Entitlement and terminate its application to the entitlement area if:

- (a) the Crown alienates the entitlement area; or
- (b) the entitlement area is destroyed or permanently detrimentally affected by any natural cause; or
- (c) it is a condition of this Entitlement, set out in clause 8, that the entitlement area is reserve land which may be required by the Crown for the specific purpose for which it was originally set apart as a reserve and it becomes so required, or it is unformed legal road which becomes so formed; or
- (d) subject to clause 4.1.1, if lawful access to the entitlement area no longer exists; or
- (e) section 357(2) of the Ngāi Tahu Claims Settlement Act 1998 applies; or
- (f) the Fenton Entitlement held by the Holders of this Entitlement is suspended, or the application of that Fenton Entitlement to the entitlement land is terminated.

## **5.3 Reinstatement or replacement of an Entitlement**

On suspension of this Entitlement pursuant to clause 5.2, and upon application by the Holders to the Minister of Māori Affairs, the Crown will take reasonable steps to reinstate this Entitlement (varied, if necessary, by written agreement) or grant a replacement entitlement area over another site.

## **6 RIGHTS NOT AFFECTED**

Pursuant to section 384 of the Ngāi Tahu Claims Settlement Act 1998, except as expressly provided in this Entitlement, the existence of this Entitlement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

## **7 LIMITATION OF RIGHTS**

Pursuant to section 385 of the Ngāi Tahu Claims Settlement Act 1998, except as expressly provided in this Entitlement, the existence of this Entitlement does not, of itself, have the effect of granting, creating or providing evidence of any estate or interest in or any rights of any kind whatsoever relating to the entitlement area.

## **8 SPECIAL CONDITIONS**

*[including special purpose specification]*

**SIGNED** for and on behalf of **HER MAJESTY** )  
**THE QUEEN** in right of New Zealand by [ ] )  
Landholding Agent in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of **HER MAJESTY** )  
**THE QUEEN** in right of New Zealand by [ ] )  
Minister of Māori Affairs in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

THE SEAL of TE RŪNANGA O NGĀI TAHU )  
was affixed to this document in the presence of: )

\_\_\_\_\_  
Te Rūnanga o Ngāi Tahu Representative

\_\_\_\_\_  
Secretary

## Schedule 115

### Customary Fishing Entitlement areas

s 372

- (a) Pukatahi Reserve
- All that part of the Waihao River situated in Canterbury Land District, Waimate District, adjoining the Pukatahi Fenton Entitlement being 100 metres in length and extending from the true left bank to the midstream of that Waterway. Subject to survey, as shown marked “Customary Fishing Entitlement” on Allocation Plan A 495 (SO 19888).
- (b) Taerutu Reserve
- All that part of the Ashley River situated in Canterbury Land District, Waimakariri District, being from the true left bank of the channel to the midstream of that Waterway and 100 metres in length. Subject to survey, within the area shown marked “Ashley River - Customary Fishing Entitlements Nos 3 & 4” on Allocation Plan A 421, 422, 423 & 424 (SO 19874).
- (c) Te Aka Aka Reserve
- All that part of the Ashley River situated in the Canterbury Land District, Waimakariri District, being from the true left bank of the channel to the midstream of that Waterway and 100 metres in length. Subject to survey, within the area shown marked “Ashley River—Customary Fishing Entitlements Nos 3 & 4” on Allocation Plan A 421, 422, 423 & 424 (SO 19874).
- (d) Te Houriri Reserve
- All that part of the lagoon situated in Canterbury Land District, Waimate District, adjoining the Te Houriri Fenton Entitlement being 100 metres in length. Subject to survey, as shown marked “Customary Entitlement Fishing” on Allocation Plan A 425 (SO 19875).
- (e) Torotoroa Reserve
- All that part of Saltwater Creek situated in Canterbury Land District, Waimakariri District, being from the true right bank to the midstream of that Waterway and 100 metres in length. Subject to survey, within the area shown marked “Saltwater Creek - Customary Fishing Entitlements Nos 1 & 2” on Allocation Plan A 421, 422, 423 & 424 (SO 19874).
- (f) Waimaiaia Reserve
- All that part of Saltwater Creek situated in Canterbury Land District, Waimakariri District, being from the true right bank to the midstream of that Waterway and 100 metres in length. Subject to survey, within the area shown marked “Saltwater Creek - Customary Fishing Entitlements Nos 1 & 2” on Allocation Plan A 421, 422, 423 & 424 (SO 19874).



**Schedule 116**  
**Attachment 14.15 of deed of settlement**  
**Management procedures and aims for Taiaroa Head Sites**

ss 437, 438

The vesting of the Taiaroa Head Site (No 1) and the Taiaroa Head Site (No 2) and the administration of the Taiaroa Head Sites by the joint management body for the purposes of a nature reserve, shall be subject to the following conditions and restrictions upon the sites:

- (a) the protection and enhancement of the native wildlife and their habitats;
- (b) the protection and enhancement of the scenic qualities, ecological associations and other features of the natural environment;
- (c) the protection and conservation of wāhi tapu, wāhi taonga, traditional, archaeological and other historic sites (or places);
- (d) the recognition of the needs of shipping control services required for the safe operation of Otago Harbour;
- (e) provision for public appreciation and understanding of the wildlife at Taiaroa Head, and of the need for habitat protection, by way of viewing facilities and interpretative services;
- (f) the recognition of the mana of Ngāi Tahu and in particular the descendants of Korako Karetai, including provision for the creation of physical markers on the land; and
- (g) provision for public recreation to the extent and in locations that it is not inconsistent with other aims.

**Schedule 117**  
**South Island Landless Natives Act**

ss 446, 447, 450, 453, 454, 456, 457

*Land descriptions*

<b>Land</b>	<b>Description</b>
Adjoining land	<p>In relation to—</p> <p>(a) the Port Adventure land, means Sections 8, 9 and 10, Block I, Lords River Survey District, State Forest, Block II, Lords River Survey District, Sections 3 and 4, Block IX, Paterson Survey District, Section 1, Block X, Paterson Survey District, and Section 23, Block XI, Paterson Survey District:</p> <p>(b) the Toi Toi land, means the land described as Crown Land, Block III, Lords River Survey District, Section 1, Block IV, Section 1, Block V, and Section 1, Block VI, Lords River Survey District, State Forest, Block X, Pegasus Survey District and Section 18, Block IX, Lords River Survey District.</p>
Awarua site	<p>All that land situated in Westland Land District, Westland District, comprising 40.4686 hectares, more or less, being Rural Section 881 (SO 5650). All Certificate of Title 8B/514, together with a Deed of Grant of Easement of Right of Way embodied in Register Book 8B/839. As shown on Allocation Plan AS 509 (SO 12518).</p>
Hawea/Wanaka land	<p>The area of land described in the Native Land Register compiled by Mackay and Smith referred to in the Appendix of the Journals of the House of Representatives of New Zealand 1905, Volume III, G-2 as “All that area containing by estimation 1658a, 2r, 22p situated in the Mid-Wanaka Survey District, being part of run 338a bounded on the south by run 338G, on the west by the brow of Lake Wanaka foreshore and on the north east and east by other parts of Run 338a”.</p>
Hawea/Wanaka substitute land	<p>All that land situated in Otago Land District, Queenstown Lakes District, comprising 50.6742 hectares, more or less, being Section 2 of 5, Block XIV, Lower Wanaka Survey District (SO 963). Balance Certificate of Title 367/52. Subject to survey, as shown hatched on Allocation Plan AS 237 (SO 24734).</p>

<b>Land</b>	<b>Description</b>
Okahu replacement site	<p>All that land situated in Westland Land District, Westland District, comprising—</p> <p>(a) 4.2492 hectares, more or less, being Part of Reserve 1692:</p> <p>(b) 4.2492 hectares, more or less, being part of Reserve 1692:</p> <p>(c) 4.2492 hectares, more or less, being part of Reserve 1692:</p> <p>(d) 4.2492 hectares, more or less, being part of Reserve 1692.</p> <p>Subject to survey, as shown on Allocation Plan A 496 (SO 12590).</p>
Okahu site	<p>All that land situated in Westland Land District, Westland District Council 4.0581 hectares, more or less, being Rural Section 5523 (SO 9683). All <i>Gazette</i> 1993, page 1031 as shown on Allocation Plan AS 210 (SO 12496).</p>
Pāringa River site	<p>All that land situated in Westland Land District, Westland District, comprising 20.2342 hectares, approximately, being Part Rural Section 660. Subject to survey, as shown on Allocation Plan AS 203 (SO 12492).</p>
Port Adventure land	<p>All that land situated in Southland Land District, Southland District, comprising 4046.8564 hectares, more or less, being Parts Blocks I and II, Lords River and Parts Blocks IX, X and XI, Paterson Survey Districts (<i>Gazette</i> Map 49A). Part <i>Gazette</i> 1908, page 1514. Subject to unregistered allocations of beneficial entitlements made by Judges Smith and MacKay (South Island Landless Natives Act 1906). Subject to survey, as shown on Allocation Plan AS 195 (SO 12240).</p>
Toi Toi land	<p>All that land situated in Southland Land District, Southland District, comprising 2994.6738 hectares, more or less, being Parts Block IV, V, VI, VII and VIII, Lords River Survey District (<i>Gazette</i> Map 49A). Part <i>Gazette</i> 1908, page 1514. Subject to unregistered allocations of beneficial entitlements made by Judges Smith and MacKay (South Island Landless Natives Act 1906). Subject to survey, as shown on Allocation Plan AS 225 (SO 12244).</p>
Whakapoai land	<p>All that land situated in Nelson Land District, Buller District, comprising 647.4974 hectares, more or less, being Sections 1 to 7, 9 to 17, 19 to 28, and 31 to 33, Block I, and Sections 1 to 4, 8 and 10 to 13, Block V,</p>

548	<b>Land</b>	<b>Description</b> Whakapoi Survey District (SO 6543). All <i>Gazette</i> 1974, page 610. As shown on Allocation Plan AS 214 (SO 15493). All that land situated in Westland Land District, Westland District, comprising 7200 square metres, approximately, being Part Rural Section 6161, adjoining Sections 1 and 2, SO 11845. Subject to survey, as shown on Allocation Plan AS 493 (SO 12502).
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## Notes

### **1** *General*

This is a consolidation of the Ngāi Tahu Claims Settlement Act 1998 that incorporates the amendments made to the legislation so that it shows the law as at its stated date.

### **2** *Legal status*

A consolidation is taken to correctly state, as at its stated date, the law enacted or made by the legislation consolidated and by the amendments. This presumption applies unless the contrary is shown.

Section 78 of the Legislation Act 2019 provides that this consolidation, published as an electronic version, is an official version. A printed version of legislation that is produced directly from this official electronic version is also an official version.

### **3** *Editorial and format changes*

The Parliamentary Counsel Office makes editorial and format changes to consolidations using the powers under subpart 2 of Part 3 of the Legislation Act 2019. See also PCO editorial conventions for consolidations.

### **4** *Amendments incorporated in this consolidation*

Pae Ora (Healthy Futures) Act 2022 (2022 No 30): section 104

Te Ture mō te Hararei Tūmatanui o te Kāhui o Matariki 2022/Te Kāhui o Matariki Public Holiday Act 2022 (2022 No 14): wehenga 7/section 7

Secondary Legislation Act 2021 (2021 No 7): section 3

Education and Training Act 2020 (2020 No 38): section 668

Trusts Act 2019 (2019 No 38): section 161

Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26): section 107

Holidays (Full Recognition of Waitangi Day and ANZAC Day) Amendment Act 2013 (2013 No 19): section 8

Public Finance (Mixed Ownership Model) Amendment Act 2012 (2012 No 45): section 11

Land Transport (Road Safety and Other Matters) Amendment Act 2011 (2011 No 13): section 100(3)

Land Transport Management Amendment Act 2008 (2008 No 47): section 50(1), clause 28(2) Schedule 2

Treaty of Waitangi Amendment Act 2008 (2008 No 34): section 7

New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 (2008 No 30): section 38

Property Law Act 2007 (2007 No 91): section 364(1)

Ngāi Tahu Claims Settlement Amendment Act 2005 (2005 No 64)

Public Finance Amendment Act 2004 (2004 No 113): section 37(1)

Resource Management Amendment Act 2003 (2003 No 23): sections 96, 105

Cadastral Survey Act 2002 (2002 No 12): section 69(1)

Local Government (Rating) Act 2002 (2002 No 6): section 137(1)

Public Audit Act 2001 (2001 No 10): section 53

State-Owned Enterprises (Landcorp Farming Limited) Order 2001 (SR 2001/23): clause 4

Land Transfer (Automation) Amendment Act 1998 (1998 No 123): section 31(2)

Ngāi Tahu Claims Settlement Act Commencement Order 1998 (SR 1998/295)