

HER MAJESTY THE QUEEN

In right of New Zealand

and

WAIKATO-TAINUI

**DEED OF SETTLEMENT
IN RELATION TO
THE WAIKATO RIVER**

17 December 2009

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**DEED OF SETTLEMENT
IN RELATION TO THE WAIKATO RIVER**

THIS DEED is made between

HER MAJESTY THE QUEEN in right of New Zealand

and

WAIKATO-TAINUI

1 PREAMBLE

- 1.1 The Waikato Raupatu Claims Settlement Act 1995 gave effect to the 1995 deed of settlement in respect of the Raupatu claims of Waikato-Tainui. The 1995 deed and the 1995 Act expressly excluded certain claims from the settlement including the claims of Waikato-Tainui in relation to the Waikato River which arise as a result of the Raupatu of the 1860s and its consequences.
- 1.2 To Waikato-Tainui the Waikato River is a tupuna which has mana and in turn represents the mana and mauri of Waikato-Tainui. To Waikato-Tainui the Waikato River is a single indivisible being that flows from Te Taheke Hukahuka to Te Puuaha o Waikato. The relationship of Waikato-Tainui with the Waikato River and their respect for it lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture.
- 1.3 The Waikato River and its contribution to New Zealand's social, cultural, environmental and economic wellbeing are also of national importance.
- 1.4 Waikato-Tainui have, in their negotiations with the Crown in relation to the Waikato River, consistently sought a settlement that:
- 1.4.1 acknowledges and respects the deeply felt obligation of Waikato-Tainui to protect te mana o te awa; and
 - 1.4.2 recognises and sustains the special relationship Waikato-Tainui have with the Waikato River.
- 1.5 By deed of settlement dated 22 August 2008, the Crown and Waikato-Tainui reached agreement on the terms of a settlement that provided for:
- 1.5.1 a final resolution of the raupatu claims of Waikato-Tainui in relation to the Waikato River;
 - 1.5.2 an overarching purpose to *“restore and protect the health and wellbeing of the river for future generations”*;
 - 1.5.3 the establishment of a vision and strategy for the Waikato River and associated co-governance arrangements to achieve the overarching purpose of the settlement;
 - 1.5.4 co-management arrangements to facilitate the exercise of mana whakahaere by Waikato-Tainui; and
 - 1.5.5 associated redress relating to the Waikato River.
- 1.6 The Crown is committed to restoring and protecting the health and wellbeing of the Waikato River for future generations and to the new era heralded by the 2008 deed. However, subsequent to the 2008 deed, the Crown requested to review the

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co-management arrangements to assess whether it was possible to better deliver the objectives and overarching purpose of the settlement.

- 1.7 With the agreement of Waikato-Tainui, the Crown appointed an advisory panel. The Crown approached Waikato-Tainui with the advisory panel's recommendations and Waikato-Tainui agreed to consider revisiting the arrangements in the 2008 deed.
- 1.8 In the spirit of good faith and on the basis that the arrangements in the 2008 deed could be enhanced while preserving the integrity of the settlement, Waikato-Tainui and the Crown have negotiated and agreed to the revised co-arrangements set out in this deed.
- 1.9 This deed supersedes the 2008 deed and contains the terms of the settlement between the Crown and Waikato-Tainui in relation to the Waikato River.
- 1.10 The Kiingitanga Accord signed between the Crown and Waikato-Tainui on 22 August 2008 remains in full force and effect except to the extent that its requirements are expressly satisfied in this deed.

2 THE CONTEXT OF THE SETTLEMENT

BACKGROUND

- 2.1 The 1995 Act gave effect to certain provisions of the 1995 deed. The 1995 deed settled the Raupatu claims made to the Waitangi Tribunal by Robert Te Kotahi Mahuta, the Tainui Maaori Trust Board and Ngaa Marae Toopu (Wai 30). The 1995 deed expressly excluded certain historical claims, including raupatu claims (the Wairoa and Waiuku land blocks), the West Coast Harbours and the Waikato River.
- 2.2 The Waikato River claim (being part of Wai 30) dated 16 March 1987 was filed in the Waitangi Tribunal by Robert Te Kotahi Mahuta on behalf of himself, Waikato-Tainui, the Tainui Maaori Trust Board and Ngaa Marae Toopu. In respect of the Waikato River, the claim states that Waikato-Tainui is prejudicially affected by the following acts, policies and omissions of the Crown:
- “1. By which the ownership and mana of the Waikato River is denied to Waikato-Tainui.
 2. By which the waters of the Waikato River [are] desecrated, polluted, and depleted.
 3. In failing to recognise and protect Waikato-Tainui fisheries and lands in the Waikato River.
 4. By which Waikato-Tainui fisheries in the Waikato River have been depleted by pollution, over-fishing, and spiritual desecration.
 5. In providing a legislative framework for land use planning, water use planning and resource planning which fails to properly take into account Waikato-Tainui concerns for the Waikato River and which is inappropriate for the protection of Waikato-Tainui rights guaranteed by the Treaty.”
- 2.3 By the 1995 deed, the Crown acknowledged that the position of Waikato in relation to the Waikato River is as follows:
- “24.1.1 Waikato’s claim to the Waikato River arises as a result of the raupatu;
 - 24.1.2 Waikato have a special relationship with the Waikato River since the Waikato River is the ancestor of Waikato and the water is the life blood of the ancestor;
 - 24.1.3 the Waikato River determines the identity and wellbeing of Waikato and their rangatiratanga over the Waikato River is confirmed by the Treaty of Waitangi;

24.1.4 for Waikato the Waikato River means “the Waikato River from Te Taheke Hukahuka to the mouth and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation and floodplains as well as its metaphysical being”;

24.1.5 one of the issues which Waikato will raise in their claim relating to the Waikato River to the Waitangi Tribunal is the issue that the creation of the marginal strips by the Crown has divorced and continues to divorce Waikato further from the Waikato River and is inconsistent with the Treaty of Waitangi and Waikato will be claiming the marginal strips as part of their claim to the Waikato River;

24.1.6 this Deed will not affect any claims, rights and interests of Waikato in their relationship with the Waikato River.”

2.4 In the 1995 deed, Waikato acknowledge that the Crown’s acknowledgement in clause 24.1 of that deed and its agreement in clause 24.2 (that it will ensure that the marginal strips adjacent to the Waikato River remain in Crown ownership until Waikato’s claim to the Waikato River is resolved) do not prejudice the Crown’s ability to dispute Waikato’s position as outlined in that clause in the context of Waikato’s claim to the Waikato River, to argue that the marginal strips do not form part of the Waikato River or to contend that the definition of the Waikato River is narrower than that set out in clause 24.1.4 of the 1995 deed.

2.5 In clause 24.4 of the 1995 deed, “The Crown acknowledges that this Deed will not affect any claims of Waikato or any rights and interests which Waikato may have in their relationship with the Waikato River.”

CROWN ACKNOWLEDGEMENTS IN THE WAIKATO RAUPATU CLAIMS SETTLEMENT ACT 1995

2.6 The Preamble to the 1995 Act records that:

“In 1858 Pootatau Te Wherowhero was raised up as King to unite the iwi, and preserve their rangatiratanga and their economic and cultural integrity, under his authority in the face of increasing settler challenges”; and “The New Zealand Government at the time perceived the Kiingitanga as a challenge to the Queen’s sovereignty and as a hindrance to Government land purchase policies, and did not agree to any role for, or formal relationship with, the Kiingitanga”.

2.7 The Preamble further records that:

“In July 1863, after considered preparations by the New Zealand Government, military forces of the Crown unjustly invaded the Waikato south of the [Mangataawhiri] river, initiating hostilities against the Kiingitanga and the people. By April 1864, after persistent defence of their lands, Waikato and their allies had fallen back before the larger forces of the Crown and had taken refuge in the King Country”.

- 2.8 The Crown, in its Apology to Waikato as recorded in the 1995 Act, acknowledged that:

“its representatives and advisers acted unjustly and in breach of the Treaty of Waitangi in its dealings with the Kiingitanga and Waikato in sending its forces across the Mangataawhiri in July 1863 and in unfairly labelling Waikato as rebels”; and “the subsequent confiscations of land and resources under the New Zealand Settlements Act 1863 of the New Zealand Parliament were wrongful”; and “the lands confiscated in the Waikato have made a significant contribution to the wealth and development of New Zealand, whilst the Waikato tribe has been alienated from its lands and deprived of the benefit of its lands”.

TE HONONGA O NGAA IWI O WAIKATO-TAINUI ME TE AWA O WAIKATO

Noo taatou te awa. Noo te awa taatou. E kore e taea te wehe te iwi o Waikato me te awa. He taonga tuku iho naa ngaa tuupuna. E whakapono ana maatou ko taa maatou, he tiaki i taua taonga moo ngaa uri whakatupu

Robert Te Kotahi Mahuta 1975

Te Mana o te Awa

- 2.9 Ki a Waikato-Tainui, he tupuna te awa o Waikato. E mau ana te mana, te mauri me te kaha o te iwi. He mauri motuhake too te awa. He wairua ake toona, he tuakiri tino kaha. He mauri tuu tahi e kore e wehea.
- 2.10 Ko te whakaaro nui ki te mana o te awa te puutake o te hononga i waenganui i te iwi me too raatou tupuna awa. E wehi ana, e aroha ana te iwi ki too raatou awa. Noo te awa te ingoa o te iwi. He tohu hoki o too raatou tuakiri aa-iwi. I roto i ngaa whakaturanga, kua ara ake i ngaa iwi o Waikato-Tainui eetehi tikanga hei whakatinana i too raatou whakaaro nui ki te awa o Waikato me ngaa koiara katoa o roto. He oranga aa-tinana, he oranga aa-wairua hoki moo te tangata kei roto i te awa. Ko taa te awa, he whakatau i te huumaarire ki runga i te tangata i ngaa waa o te raruraru; he whakaora i ngaa maauiuitanga me ngaa mamaetanga; he horoi, he whakapai i ngaa tinana me ngaa wairua o te iwi, i ngaa tini whiunga o te ao. I te taha wairua, ki ngaa iwi o Waikato-Tainui, he awa puumau, mutunga kore te awa o Waikato, e kore rawa e mimiti.
- 2.11 Ko te mana o te awa teetehi o ngaa tikanga matua o te kereeme o te awa o Waikato, e whai ana kia whakaaro nuitia te Awa Tupuna. He mauri motuhake too te awa. He wairua ake toona, he tuakiri tino kaha.
- 2.12 He maaramatanga kei roto i ngaa koorero a ngaa kaumaatua, ngaa puukoorero matua o te Kiingitanga me ngaa kuia (ko eetehi kua riro ki tua o Paerau). He koorero whakahirahira eenei i te mea kei roto i ngaa koorero ngaa tikanga e moohio whaanuitia ana e ngaa mano tini o Waikato-Tainui me eeraa atu o ngaa iwi o te awa, hei aarahi i aa raatou mahi ao te poo, poo te ao. Kaaore e tino whakapuakina eenei tikanga ki te marea, engari kua tuhia ki roto nei hei tautoko i te hononga motuhake o Waikato-Tainui ki too raatou awa, te puutake o te kereeme moo te awa.

Te Awa Tupuna

- 2.13 He tupuna noo ngaa iwi o Waikato-Tainui te awa o Waikato. E mau ana te mana, te mauri me te kaha o te iwi. He mauri tuu tahi e kore e wehea. I te waa o te ora, ko taa te kaumaatua raa, a Kamira Henry Haggie: 'He tupua te awa, he whaea, kei roto katoa i te tinana kotahi ko ngaa wai, ko ngaa whaiawa, ko ngaa parenga, mai i toona maataapuna puta atu ki te moana. Ko te ora o te awa me teeraa o te iwi, kei roto i te kotahitanga o tana tuu. Kaaore he pekanga kua motu i te tinana; kaaore e wehea ana te maahunga me te manawa.'
- 2.14 I puta hoki i a Te Kotahi Mahuta te koorero moo:

"Ngaa awa itiiti e paa ana ki te wai o Waikato, ko ngaa uua o too taatou awa. Too taatou awa he manawa."

Te Hononga Motuhake i Waenganui i a Waikato-Tainui me te Awa

- 2.15 Ko te puutake o te oranga wairua me te oranga tinana, tae atu ki te tuakiri aa-iwi, ko te hononga o Waikato-Tainui ki te awa. E kore e wehea ngaa tikanga e paa ana ki te awa me te Kiingitanga, tae atu ki te karakia e haapai ana i a ia, araa te Pai Maarire.
- 2.16 Kei roto i ngaa koorero a ngaa kaumaatua me ngaa kuia ngaa tohu ki te mana o te awa.

Hei taa Mite Kukutai, teetehi o ngaa kuia kua huri ki tua o te aarai:

"Ki a maatou, ki ngaa iwi o Tainui, he tino whakahirahira te awa, e whai oranga ai maatou. Ki a maatou, ko Waikato te awa hei horoi i te tinana, hei whakapai, aa, ko te awa ... teetehi o oo maatou kaitiaki ... ki a maatou, te whakatupuranga o naiaanei."

Hei taa te kuia, a Rangihinemutu (Iti) Rawiri noo te marae o Te Awamaarahi:

"He tupuna Te Awa o Waikato. Ko taana, he tiaki i a taatou i te ao nei. Ka whaangai te awa i a taatou, ka poipoi i a taatou, ka atawhai i a taatou, hei whakaora i oo taatou mamaetanga, hei aarai atu i ngaa kino o te ao. E whai take ana te taha wairua o te awa i eenei raa, wheeraa i ngaa tau o mua. E kore e huri te mana o te awa, e kore e memeha i te rerenga o ngaa tau ... Mehemea ka haere te iwi i teetehi haerenga, ka haere tuatahi atu ki te awa i mua i te putanga atu i te rohe. E wheeraa tonu ana ngaa iwi i eenei raa. I te waa ka mauiui te tangata, ka tonoa e maatou ki te awa ki te whakawahi i a raatou anoo, kia ora ai. E wheeraa tonu ana ngaa iwi i eenei raa. Ki a maatou, ko te mea nui o te awa, ko te mana whakaora i te tangata kei roto i ngaa wai."

- 2.17 Ka tiaki te awa i te iwi, engari maa te iwi anoo hei tiaki te awa me toona wairua. Ki te kore e wheeraa, hei taa Pumi Taituha i te waa o te ora:

"mehemea ka tuukinohia te wairua o te awa, ka memeha te awa, ka mauiui, aa, ki te kore te iwi e aro atu, ka mate te awa."

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2.18 Hei maangai moo Tainui me te Kiingitanga, ko taa te kaumaatua raa, a Hare Puke:

“Ko maatou ngaa kaitiaki o te awa. Ko taa maatou mahi, he whakamaarama ki ngaa iwi whaanui, me mutu ngaa mahi tuukino i too maatou tupuna.”

Te Whakapapa me te Kotahitanga o ngaa Iwi o te Awa

2.19 He tupuna te awa. Naa konei, hei taa te kuia, a Ngahinaturae Te Uira, kua rarangahia ngaa iwi o te awa maa roto mai i te whakapapa, hei korowai wairua. Ka whakanuia ngaa hononga aa-iwi e ngunguru nei i roto i ngaa manawataki o te whenua me te awa.

2.20 Moo Tainui, ko taua kotahitanga ka kitea anoo i roto i te kaupapa o te Kiingitanga. Moo te tahi rau, rima ngahuru tau, kua tuu te Kiingitanga hei aarahi i oona iwi haapai e whai tikanga ai raatou i roto i te ao. Ko tana kaupapa, he whakakotahi i ngaa taangata noo ngaa marae maha, noo ngaa iwi maha. Hei taa te kuia, a Rangihinemutu (Iti) Rawiri:

“He mea tuku iho teenei kawenga ki a taatou e oo taatou tuupuna. He kawenga hei tuku atu maa taatou ki aa taatou tamariki, mokopuna. Ko Waikato ngaa kaitiaki o te Kiingitanga, noo reira me tiaki i te Kiingitanga, me tiaki anoo i te iwi. Ko taua manaaki, ko taua aroha, ko taua mahi ngaa mea e whakapakari nei i a taatou, e tuu pakari tonu ai taatou i roto i te ao. Ko taa te Kiingitanga, he aroha ki te tangata, he manaaki i te tangata, he whaangai i te tangata, he rangimaarie i ngaa waa katoa.”

2.21 Ki ngaa iwi o Waikato-Tainui, kua rarangahia ngaa iwi o te awa hei korowai wairua. Ko te whakapapa te whenu whakakotahi. E kore e wehea ngaa tikanga e paa ana ki te awa o Waikato me te Kiingitanga, tae atu ki te karakia e haapai ana i a ia, araa te Pai Maarire. E tohu ana ngaa tikanga o te Kiingitanga i te roanga o toona uu ki te kotahitanga me tana tiaki i te kaupapa moo te motu.

2.22 I tau ki runga i a Pootatau Te Wherowhero te mana whakatau me te waahi ki ngaa mahi tiaki i te awa o Waikato, hei maangai moo te awa tupuna, hei maangai hoki moo te iwi, e whakaatahia mai nei i roto i te whakataukii:

*Ko Taupiri te maunga
Ko Waikato te awa
Ko Te Wherowhero te tangata
Waikato, Taniwharau
He piko, he taniwha
He piko, he taniwha*

2.23 E tohu ana teenei whakataukii i te kaha o ngaa iwi maha i noho ai ki ngaa parenga o te awa o Waikato i mua i te Raupatu. He mana whakahaere too teenaa, too teenaa e haangai ana ki aa raatou tikanga.

2.24 I puta hoki teenei whakataukii i te ariki o Ngaati Tuuwharetoa, i a Tukino Te Heuheu, hei whakanui i te mana o Pootatau Te Wherowhero i te waa e rapua ana teetehi kiingi

i ngaa tekau tau 1850. Naa Te Heuheu anoo i whakauu ko Te Wherowhero hei Kiingi Maaori tuatahi.

- 2.25 I tiaki a Te Heuheu i te maataapuna o te awa o Waikato, i Tapuaeharuru, i te taha whakarunga o te maunga o Ruapehu. E kiiia ana e ngaa iwi o Waikato-Tainui, ko "Te maataapuna wai o Tongariro" – hei whakanui i te maataapuna o te awa o Waikato, e rere ana maa ngaa wai o te moana o Taupoo, ki Te Taaheke Hukahuka. Mai i reira ka moohiotia ko te awa o Waikato, e rere ana i Te Taaheke Hukahuka puta atu ki te Puuaha o Waikato. Mai anoo ko ngaa whare ariki o Pootatau me Te Heuheu i honoa e te awa o Waikato.
- 2.26 Kua puta noa atu ngaa whakapuakanga tuumatanui a Waikato-Tainui i too raatou mana whakahaere i te Awa, mai i te waa i maatua tau mai ai te aawangawanga teeraa ka hiahia te Karauna kia riro maana te Awa e whakahaere. Noo te moohiotanga ki ngaa hiahia o te Kaawana ki te whakaterere tiima rino ki runga i te Awa i te mutunga o te tau 1862, i ara ake ngaa koorero whakahaere a ngaa rangatira i roto i ngaa tuhinga a Patara Te Tuhi, te eetita o te nuupepa a te Kiingitanga, araa a Te Hookioi, e whakatuupato ana, E kore pea te wakupuu e kuhu mai ki te Awa ki te kore a Waikato-Tainui e whakaae.

'Ehara a Waikato awa i a te kuini, erangi no ngaa Maori anake.'

I roto i eenei kupu i whakauungia e Te Tuhi kei te iwi tonu te mana whakahaere i te Awa.

Ngaa Wawata

- 2.27 E tutuki ai te whakaaetanga ki te kaupapa o Te Mana o te Awa, e whakatairanga ana a Waikato-Tainui i te taura o teetehi korowai e hora ana ki runga ki te awa tupuna, hei manaaki, hei tiaki i te awa.
- 2.28 Ko ngaa whiringa whenu o te korowai, ko ngaa whenu whakapapa e hono ana i te iwi ki too raatou awa, e hono ana i ngaa iwi, teetehi ki teetehi. Ko ngaa whenu hei here i te korowai e purutia ana e ngaa upoko ariki o ngaa whare ariki o Pootatau me Te Heuheu.
- 2.29 Noo reira, ko ngaa tikanga kei te puutake o te taura o te korowai, e ara mai ai ko ngaa tikanga o te mana, te whanaungatanga, te kotahitanga, te manaakitanga me te mana whakahaere kei raro i te maru o te Kiingitanga.
- 2.30 I roto i teenei taura o te Korowai, ka waiho maa eetehi atu o ngaa iwi o te awa aa raatou ake whakatau kereeme e koorero, ki te taha o te Karauna.
- 2.31 Moo ngaa iwi katoa o Aotearoa, i raro i te maru o te Korowai nei, e aaei tonu ana ngaa iwi ki te toro atu ki te awa, ki te whakaterere waka, ki te haakinakina, ki te hii ika mehemea e ngaakau kotahi ana ki teenei kaupapa.
- 2.32 Maa te Korowai nei e aata whai kia haapaingia e te katoa, ngaa mahi tiaki, manaaki hoki i te awa kia ora ai te awa o Waikato moo ake tonu atu.

Te Mana Whakahaere

- 2.33 Ko teenei mea, te Mana Whakahaere, he tohu i te mana o Waikato-Tainui me eeraa atu o ngaa iwi o te Awa, i ngaa take e paa ana ki te awa, kua roa nei e purutia ana. Ko te tikanga o te Mana Whakahaere, he whakatutuki i ngaa mahi e ora tonu ai te mauri o te Awa. Ko te puutake o teenei whakaaro, mehemea taatou ka tiaki i te Awa, ka whai oranga tonu te iwi i te Awa.
- 2.34 Hei taa ngaa tikanga Maaori, kei raro i te Mana Whakahaere o teena, o teena iwi kei ngaa parenga o te Awa, ngaa mahi whakahaere i te Awa, me te whai waahi atu ki te Awa, tae atu ki oona oranga katoa, I runga i ngaa tikanga, hei tiaki i te Awa, e ora ai te Awa. Hei tauira ake, ko te mana hii tuna he mea tuku iho i teetehi whakatupuranga ki teetehi, ka tukuna hoki ki ia whakatupuranga te mahi a te kaitiaki. Ko te mana hii tuna aa-iwi he mea pupuru e eetehi paa, aa, ka whakahaerehia hei atawhai i ngaa rawa.
- 2.35 Moo Waikato-Tainui, moo ngaa iwi raanei o Tainui, kua roa nei te mana whakahaere e purutia ana, e whakahaerehia ana i raro i te mana o te Kiingitanga.
- 2.36 I roto i eenei whakawhitinga koorero me te Karauna, ko te Mana Whakahaere teetehi huarahi e ahu whakamua ai ngaa iwi katoa o te Awa. Heoi anoo taa Ngaa Kaitiaki, he aawhina i ia iwi o te Awa ki te whakarite i toona mana whakahaere, i te rautau rua ngahuru maa tahi. Kaaore e tonoa ana kia tukuna te mana whakahaere o ngaa iwi ki Ngaa Kaitiaki. Maa ngaa iwi tonu aa raatou kaupapa ake, aa ratou mahi whakahaere i ngaa rawa o te Awa e whakarite, e whakatutuki. Maa reira e uu tonu ai te mana whakahaere i runga i ngaa tikanga, wheeraa i ngaa tau o mua noa atu.
- 2.37 Heoi anoo, mehemea ka hono mai ki Ngaa Kaitiaki, ka taea te mahi ngaatahi hei roopuu kotahi, ki te manaaki, ki te tiaki hoki i te oranga o te Awa i roto i ngaa tau e heke mai nei.

Te Kotahitanga: hei manaaki, hei tiaki i te awa o Waikato

- 2.38 E tutuki ai te whakaaetanga ki te kaupapa o te mana o te awa, e whakatairanga ana a Waikato-Tainui i te tauira o te korowai manaaki o Pootatau Te Wherowhero i horaina ai ki runga ki te awa tupuna, hei manaaki, hei tiaki i te awa.
- 2.39 Ko ngaa whiringa whenu o te korowai, ko ngaa whenu whakapapa e hono ana i te iwi ki too raatou awa, e hono ana i ngaa iwi, teetehi ki teetehi. Ko ngaa whenu hei here i te korowai e purutia ana e ngaa whare ariki o Pootatau me Te Heuheu. Ko ngaa tikanga kei te puutake o te tauira o te korowai, e ara mai ai ko ngaa tikanga o te mana, te whanaungatanga, te kotahitanga, te manaakitanga me te mana whakahaere kei raro i te maru o te Kiingitanga.
- 2.40 E mau nei ngaa iwi o te awa o Waikato ki aa raatou ake tikanga, e aro mai ana hoki ki ngaa tikanga a Waikato-Tainui, aa, kotahi ana te whakaaro o ngaa iwi katoa o te awa o Waikato ki te manaaki, ki te tiaki hoki i te awa.

THE RELATIONSHIP BETWEEN WAIKATO-TAINUI AND THE WAIKATO RIVER

The River belongs to us just as we belong to the River. The Waikato tribe and the River are inseparable. It is a gift left to us by our ancestors and we believe we have a duty to protect that gift for future generations.

Robert Te Kotahi Mahuta 1975

Te Mana o te Awa

- 2.41 To Waikato-Tainui, the Waikato River is a tupuna (ancestor) which has mana (prestige) and in turn represents the mana and mauri (life force) of the tribe. The River has its own mauri, its own spiritual energy, its own powerful identity. It is a single indivisible being.
- 2.42 Respect for te mana o te awa (the spiritual authority, protective power and prestige of the Waikato River) is at the heart of the relationship between the tribe and their ancestral River. Waikato-Tainui regard their River with reverence and love. It gave them their name and is the source of their tribal identity. Over many generations, Waikato-Tainui have developed tikanga (values, ethics governing conduct) which embody their profound respect for the Waikato River and all life within it. The Waikato River sustains the people physically and spiritually. It brings them peace in times of stress, relief from illness and pain, and cleanses and purifies their bodies and souls from the many problems that surround them. Spiritually, to Waikato-Tainui, the Waikato River is constant, enduring and perpetual.
- 2.43 Te mana o te awa is one of the key principles of the Waikato River claim, which seeks respect for the Awa Tupuna (ancestral river). The River has its own mauri, its own spiritual energy, and its own powerful identity.
- 2.44 Te mana o te awa may be best understood in the koorero of kaumaatua, senior Kiingitanga spokesmen and esteemed kuia (some of whom have since passed on). They are statements of great importance because they embody beliefs that are familiar to thousands of Waikato-Tainui people and other River tribes, guiding their actions from day to day. Such beliefs are not normally expressed publicly, but they are recorded here to underline Waikato-Tainui's special relationship with their River, which is at the heart of the River claim.

Te Awa Tupuna

- 2.45 The River is a tupuna (ancestor) of Waikato-Tainui which has mana and which in turn represents the mana (spiritual authority, protective power and prestige) and mauri (life force) of the tribe. The River is a single indivisible being.

In the words of the late kaumaatua Kamira Henry Haggie:

"The River is a being, a mother, complete and whole body comprising the water, the bed and the banks from its source to the sea. The life of the River and thus of the tribe is in its intactness – no limb struck from its body or the head separate from the heart."

Sir Robert Te Kotahi Mahuta spoke of:

“Ngaa awa itiiti e pa ana ki te wai o Waikato, ko ngaa uaua o to taatou awa. To taatou awa he manawa.’

(All the little streams and rain that flow into the Waikato River are like the veins of the body. The River is our heart.)”

Unique Relationship of Waikato-Tainui with the River

2.46 The relationship of Waikato-Tainui with the River lies at the heart of their spiritual and physical well-being, and their identity. Tikanga relating to the River cannot be separated from Kiingitanga and Pai Maarire, the faith that sustains Kiingitanga.

2.47 Kaumaatua and kuia acknowledge the mana of the River in their koorero:

2.48 The late kuia Mite Kukutai:

“Te Wai e rere iho nei – te awa o Waikato – he wai oranga, he wai tinana o Waikato, oranga ngakau, oranga wairua. Koinei to maatou wai kai a Waikato. Kaumaatua ake maatou i te wai o Waikato.”

2.49 The late Mere Taka, kuia of Mangatangi marae:

“To us, the people of Tainui, the River has a very deep significance, to our way of life today. To us, Waikato is the River for cleansing oneself, of blessing, and the River ... is one of our guardians ... to us, the generation of today.”

2.50 Kuia Rangihinemutu (Iti) Rawiri of Te Awamaarahi marae:

“The Waikato River is a tupuna and looks after us throughout our lives. The River feeds us, nurtures us, and takes care of us, healing our hurts and protecting us from harm. The River’s spiritual powers are as important today as they were in the past. The power of the River does not change or dwindle with the passing of the year...If people were going on a journey, they would go to the River first before leaving the area. This is still practised today. When people were sick, we would send them to the River to anoint themselves and be healed. This is still practised today. To us, the most important thing about the River is the water’s healing power.”

2.51 The River protects the people, but it is also the responsibility of the people to protect the River and its wairua (spirit). Otherwise, in the words of the late Pumi Taituha:

“if the wairua of the River is violated, the River suffers, becomes sick, and if ignored, will die.”

2.52 Kaumatua Hare Puke, speaking for Tainui and the Kiingitanga, has stated:

“We are the guardians and protectors of the River. We have a duty to try to make people understand that the assault on the River, our ancestor, must stop.”

Whakapapa and Unity of the River tribes

2.53 The River is a tupuna, thus the River iwi, as kuia Ngahinaturae Te Uira expressed it, are woven through whakapapa in a spiritual korowai (cloak); they celebrate their tribal connections through the rhythms of the whenua (land) and the awa.

2.54 For Tainui, that unity is also expressed in the Kiingitanga. For nearly a hundred and fifty years Kiingitanga has shaped and given purpose to the lives of all those who support it; its kaupapa (purpose) unites people from many marae and many iwi. In the words of kuia Rangihinemutu (Iti) Rawiri:

“This is a responsibility that has been passed on to us from our tuupuna, a responsibility that we have passed on to our children and mokopuna ... Waikato are the kaitiaki of the Kiingitanga so we must take care of the Kiingitanga by taking care of the people. This care, this aroha, this mahi is what makes us strong and keeps us strong ... the Kiingitanga is aroha ki te tangata, manaaki i te tangata, whaangai i te tangata, he rangimaarie i ngaa waa kaatoa.”

2.55 To Waikato-Tainui, the River iwi are woven together through whakapapa in a spiritual korowai. Tikanga relating to the Waikato River cannot be separated from Kiingitanga and Pai Maarire, the faith that sustains it. The values of the Kiingitanga reflect its long history of commitment to kotahitanga and its trusteeship of the kaupapa on behalf of the motu.

2.56 Ultimate authority and responsibility for the protection of the Waikato River was exercised by Pootatau Te Wherowhero as te awa tupuna representative, on behalf of the people, reflecting the whakataukii (saying):

<i>Ko Taupiri te maunga</i>	<i>Taupiri is the mountain</i>
<i>Ko Waikato te awa</i>	<i>Waikato is the river</i>
<i>Ko Te Wherowhero te tangata</i>	<i>Te Wherowhero is the chief</i>
<i>Waikato Taniwharau</i>	<i>Waikato of a hundred chiefs</i>
<i>He piko, he taniwha</i>	<i>At every bend a chief</i>
<i>He piko, he taniwha</i>	<i>At every bend a chief</i>

2.57 This whakataukii indicates the strength of the many communities who lived along the banks of the Waikato River prior to the Raupatu, each exercising the responsibilities of mana whakahaere (authority, rights of control) in accordance with their tikanga.

2.58 The Ngaati Tuuwharetoa paramount chief Tukino Te Heuheu also used this whakataukii to acknowledge the mana of Pootatau Te Wherowhero during the search for a king in the 1850s. Te Heuheu confirmed Te Wherowhero as the first Maaori King.

- 2.59 Te Heuheu safeguarded the source of the Waikato River at Tapuaeharuru on the south side of Mount Ruapehu. Waikato-Tainui refers to “Te matapuna wai o Tongariro - the headwaters of the Tongariro” - in recognition of the source of the Waikato River flowing through the waters of Taupo te moana - the Lake, to Te Taheke Hukahuka - the Huka Falls. From here it becomes known as the Waikato River, which flows from Te Taheke Hukahuka to Te Puuaha o Waikato (the mouth). The historical relationship between the Houses of Pootatau and Te Heuheu is thus bound up with the Waikato River.
- 2.60 Waikato-Tainui made public statements of their authority over the River from the time they first became concerned that the Crown might itself claim authority over it. When the Governor’s intentions to put an iron steamer on the River became known late in 1862, Patara Te Tuhi, editor of the Kiingitanga newspaper Te Hokioi, expressed the opposition of the chiefs warning that the gunboat might not enter the River without permission. He asserted tribal authority over the River in these words:

‘E hara a Waikato awa i a te kuini, erangi no nga Maori anake’. (The Waikato River does not belong to the Queen of England, it only belongs to Maori.)

Aspirations

- 2.61 To achieve recognition of the principle of te mana o te awa, Waikato-Tainui promotes the concept of a Korowai, a protective cloak laid over te awa tupuna, to respect and care for the River.
- 2.62 The plaited fibres of the Korowai reflect the strands in the whakapapa which unite the iwi with their River and with one another. The whenu (shoulder sash), which tie the korowai are held by the representatives of the Houses of Pootatau and Te Heuheu.
- 2.63 Thus the Korowai concept is tikanga based, giving effect to the tikanga of mana, whanaungatanga (kinship, relationship), kotahitanga (unity), manaakitanga (hospitality, to care for) and mana whakahaere (authority, control) under the leadership of Kiingitanga.
- 2.64 Within the Korowai other River tribes are thus assured of negotiating their own settlement outcomes with the Crown.
- 2.65 For all New Zealanders the Korowai allows the continuation of public access, navigation, recreation and fishing provided there is mutual respect for this concept.
- 2.66 The Korowai will ensure that the responsibilities, obligations and preservation of a whole and healthy Waikato River are carried by all.

Mana whakahaere

- 2.67 Mana whakahaere refers to the authority that Waikato-Tainui and other River tribes have established in respect of the River over many generations. Mana whakahaere entails the exercise of rights and responsibilities to ensure that the balance and mauri (life force) of the River are maintained. It is based in recognition that if we care for the River, the River will continue to sustain the people.
- 2.68 In customary terms mana whakahaere is the exercise of control, access to and management of the River, including its resources in accordance with tikanga (values, ethics governing conduct), by each of the communities along the River to protect it and ensure its wellbeing. Customary fishing rights to tuna (eel), for instance were passed down through whakapapa from one generation to the next; and with them, the responsibility of kaitiaki (guardian of the taonga); tribal rights to tuna were associated with particular pa, and exercised to ensure conservation of the resource.
- 2.69 For Waikato-Tainui or Tainui iwi, mana whakahaere has long been exercised under the mana of the Kiingitanga.
- 2.70 Through this settlement with the Crown, mana whakahaere still provides a way forward for all River communities. The Waikato River Authority is intended to assist each river tribe in the exercise of its mana whakahaere in the 21st century, but no more than that. The tribes are not being asked to surrender their mana whakahaere to the Waikato River Authority. Through their own management of River resources and their own projects and programmes, and facilitated by the co-management arrangements for the River, the tribes will continue to exercise their mana whakahaere in accordance with tikanga as they always have. But through the Waikato River Authority they will also be able to act collectively as a united body to ensure the future health and wellbeing of the River in the future.

Unity: to respect and care for the Waikato River

- 2.71 To achieve recognition of the principle of te mana o te awa, Waikato-Tainui promotes the concept of a korowai, the protective cloak of Pootatau Te Wherowhero laid over te awa tupuna, to respect and care for the River.
- 2.72 The plaited fibres of the korowai reflect the strands in the whakapapa which unite the iwi with their River and with one another. The whenu which tie the korowai are held by the representatives of the Houses of Pootatau and Te Heuheu. The concept of the korowai is tikanga based, giving effect to the tikanga of mana, whanaungatanga, kotahitanga, manaakitanga and mana whakahaere under the leadership of Kiingitanga.
- 2.73 Holding to their own beliefs and respecting the beliefs of Waikato-Tainui, all Waikato River iwi are united in their commitment to respect and care for the River.

HISTORICAL ACCOUNT

Raupatu and the River: Invasion and War, Confiscation of Waikato Lands

- 2.74 Waikato-Tainui, as at 1840, possessed their River, and their lands in accordance with their tikanga along with other Waikato River iwi. The Treaty of Waitangi guaranteed in the Maori text “te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa” or in the English text “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”.
- 2.75 In July 1863, the Crown's military forces crossed the Mangataawhiri River. In the ensuing war of 1863-64, the Crown's forces attacked by both land and water. The Crown's armed steamers and barges played a crucial role in the invasion as they carried Crown forces and supplies up the Waikato River and into the Waipaa River, and shelled Waikato defences.
- 2.76 In December 1863, Crown forces occupied Ngaaruawaahia, the home of the King and the political centre of the Kiingitanga. During the war, many communities who supported the Kiingitanga were driven out of the Waikato. In 1864-65 military settlements, including Hamilton and Cambridge, were established on the Waikato River, and also on the Waipaa River.
- 2.77 Confiscation of Waikato lands followed in 1865. The Waikato confiscation area extended from the Hauraki Gulf to Karapiro in the east, via Pukekura, Oraakau and the Puuniu River to the south, and from Whaingaroa (Raglan) to Te Puuaha o Waikato in the west.

The Waikato River after Raupatu

- 2.78 From the time of the Raupatu, the Crown assumed control of, and exercised jurisdiction over, the Waikato River. The Crown developed legislation that affected the River and established bodies with authority and rights of management over the River and its ecosystems. During the 1950s and 1960s, the Crown began to address the pollution of the River, the impact of flooding on the area and the lack of consistent policy regarding the River. The Waikato Valley Authority was established to control the Waikato River and its tributaries. Waikato-Tainui did not have a formal, or decision-making role, on the bodies that were established.
- 2.79 Following the Raupatu and the cessation of hostilities, new settlers occupied the confiscated lands, and farms and towns were developed along the Waikato River. The River was used for farming, coal mining, power generation schemes, the discharge of waste, and domestic and industrial abstraction. The wetlands were drained, flood protection schemes were initiated and sand and shingle were removed. While all of these uses of the Waikato River contributed to the economic growth of New Zealand, they also contributed to the pollution and deterioration of the health of the Waikato River and have significantly impacted on the fisheries and plant life of the River.

THE WAIKATO-TAINUI EXPERIENCE OF RAUPATU

- 2.80 Though Raupatu did not change the beliefs and values of Waikato-Tainui, nor their unique relationship with their ancestral River, its impact on te mana whakahaere exercised by their communities was immediate.
- 2.81 The greatest impact of the Raupatu has been the Crown's assumption of authority over, and management of the River. Waikato-Tainui were excluded from decision-making and were not consulted as to their understanding of the River and its ecosystems. Waikato-Tainui rights and interests (whether at law, equity, custom or by the Treaty of Waitangi or otherwise), and the authority and control that they exercised to protect and ensure the well-being of the River and its resources, were denied.
- 2.82 Unable to protect the health of the River, Waikato-Tainui saw the decline of their rich fisheries, particularly eels and whitebait, which for generations had been central to their way of life. Communities could no longer depend on their fisheries to meet their obligations of manaakitanga.
- 2.83 The Crown failed to acknowledge the relationship of Waikato-Tainui with their River, and the responsibility of the iwi to protect the River. Waikato-Tainui beliefs and values were accorded neither recognition nor respect.
- 2.84 Though they have continued to assert their mana whakahaere in order to protect the Waikato River and all its resources under the mana of the Kiingitanga, according to their tikanga, Waikato-Tainui believe that their ability to meet their obligations to the Waikato River, as their Awa Tupuna (Ancestral River), and to ensure its well-being has been severely compromised. Waikato-Tainui feel this sense of injustice as strongly today as they did in the past.

WAIKATO-TAINUI COMMITMENT TO THE SEARCH FOR JUSTICE

- 2.85 Kiingitanga leaders have long sought to achieve justice for the Raupatu, and its consequences for the Waikato River. In 1865, Wiremu Tamihana petitioned parliament, laying out Kiingitanga grievances in respect of the war and its conduct, the failure of the Government to recognise the King, the taking of land, and the 'subjugation of the river'. Tamihana also stated that these actions had occurred despite promises that war would not be carried into the Waikato.
- 2.86 In 1881 King Tawhiao made peace with the Government, and made it clear to the Government subsequently that he wished it to recognise his authority within the Waikato, as far as the boundary of Mangatawhiri. In 1884 Tawhiao travelled to England to seek justice for Māori from Queen Victoria under the Treaty of Waitangi. In 1914 King Te Rata also made the trip for the same purpose, and was received by King George V.
- 2.87 Following the long-delayed return of the Kiingitanga to Ngaruawahia after the Raupatu, and the founding of Turangawaewae marae by the River during the 1920s, Te Puea Herangi of the kahui ariki petitioned parliament in 1929 seeking the restoration of fishing rights in the Waikato River.

- 2.88 In the changing legal and political landscape of New Zealand, Waikato-Tainui have always maintained the importance of their unique relationship with the River, and the need to respect and restore its well-being.
- 2.89 In 1973, the Electricity Department began construction of a power station at Huntly that would use water from the Waikato River in its cooling processes. Little consideration was given in the planning stages to Waikato-Tainui values and rights, or to the impact on the Māori communities at Waahi, in whose midst the power station would be constructed.
- 2.90 Robert Te Kotahi Mahuta, who led the Kiingitanga search for justice in his generation, appealed against the granting of water rights for the power station, upholding the significance of the River as the embodiment of tribal mana, and the importance of Waahi marae to the Kiingitanga, to the Waikato tribe and the Tainui confederation. In 1976 he applied to have the Maori Land Court investigate the title of the riverbed. The case was adjourned sine die.
- 2.91 In the early 1970s, there were limited avenues for redress available to iwi. The establishment of the Waitangi Tribunal in 1975 to investigate contemporary Māori claims offered Waikato-Tainui the opportunity, through the Treaty of Waitangi, of bringing their Raupatu grievance before the wider New Zealand public. In the Manukau claim, Waikato-Tainui sought findings on the damaging impacts of development and pollution of the waters and fisheries of the Manukau Harbour and the lower Waikato River, and the infringement of their tribal rights. Though they could not bring a historical claim because of the limited jurisdiction of the Tribunal at that time, they argued that the Raupatu had been the first step in a process of continuing loss. In their 1985 report, the Tribunal upheld their view, stating that “the claim in respect of current concerns cannot be severed from the earlier events of the past”.
- 2.92 From 1985, a new commitment by the Crown to addressing historical grievances brought hope to Waikato-Tainui that their Raupatu claim, which affected both lands and the River, might be resolved. Waikato-Tainui negotiated their claim directly with the Crown and reached settlement in 1995, excluding and preserving their claims in respect of the Waikato River.
- 2.93 From the late 1980s, Waikato-Tainui also sought to protect the River, and their Raupatu claim, through negotiation with the Crown, and through the courts, from the impact of the Government’s policy of privatisation of assets and corporatisation. In particular, Waikato-Tainui were concerned that their interests in the River would be depleted and that this would further alienate Waikato-Tainui from the River. The Crown agreed not to transfer water rights, issued in perpetuity, to any State enterprise. The new Resource Management regime included limits for the period for which water rights could be granted.
- 2.94 The Resource Management Act 1991 gave regional and local authorities substantial functions and powers over natural resources, including the power to grant resource consents for River use. The Act did not, however, provide for protection of te mana o te awa and te mana whakahaere of Waikato-Tainui. Since the Act came into effect, Waikato-Tainui have been involved as respondents in many consent hearings, seeking conditions which would protect the River.

WAIKATO-TAINUI DEED OF SETTLEMENT

- 2.95 In 1994, when Watercare Services required legislation to authorise the taking of water from the Waikato River for the new purpose of drought relief for Auckland, Waikato-Tainui gave their support, but again sought protection for their rights and interests in respect to the River.
- 2.96 When the Government issued a direction under the Electricity Industry Reform Act 1998 to split up the assets of the Electricity Corporation of New Zealand, as part of the settlement of judicial review proceedings initiated by Waikato-Tainui concerning the proposed split, the Crown provided an assurance that the proposal would not affect any rights or interests that Waikato-Tainui might have or claim in respect of the Waikato River, its water and bed.
- 2.97 From the 1860s to the present, Waikato-Tainui have continually sought justice for their Raupatu claim and protection for the River. The principles of te mana o te awa and mana whakahaere have long sustained the Waikato River claim, and they underlie the new regime to be implemented by this settlement.

CROWN ACKNOWLEDGEMENTS

- 2.97A The Crown acknowledgments in clauses 2.98 to 2.109 will be set out in the settlement legislation.
- 2.98 The Crown acknowledges that:
- 2.98.1 the historical claims of Waikato-Tainui to the Waikato River arise as a result of the Raupatu of the 1860s and its consequences; and
 - 2.98.2 the Crown's invasion of the Waikato in 1863 was by land and by the Waikato River which was a double blow to Waikato-Tainui as by the Raupatu the Crown assumed authority over both the land and the River.
- 2.99 The Crown acknowledges that in occupying and subsequently confiscating Waikato land it unjustly, and in breach of the Treaty of Waitangi, denied Waikato-Tainui their rights and interests in, and mana whakahaere over, the Waikato River; and that Waikato-Tainui never willingly or knowingly relinquished those rights and interests, nor their authority over the Waikato River.
- 2.100 The Crown acknowledges the importance to Waikato-Tainui of the principle of te mana o te awa arising from their relationship with the Waikato River. To Waikato-Tainui the Waikato River is a tupuna which has mana and in turn represents the mana and mauri of Waikato-Tainui; and to Waikato-Tainui the Waikato River is a single indivisible being that flows from Te Taheke Hukahuka to Te Puuaha o Waikato and includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, floodplains, wetlands, islands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri.
- 2.101 The Crown acknowledges that to Waikato-Tainui, their relationship with the Waikato River, and their respect for it, gives rise to their responsibilities to protect the mana and mauri of the River and to exercise their mana whakahaere in accordance with their long established tikanga. Their relationship with the River and their respect for it

WAIKATO-TAINUI DEED OF SETTLEMENT

lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture.

- 2.102 The Crown acknowledges that it has failed to respect, provide for and protect the special relationship of Waikato-Tainui with the Waikato River.
- 2.103 The Crown acknowledges that the deterioration of the health of the Waikato River, while the Crown had authority over the Waikato River, has been a source of distress for the Waikato-Tainui people.
- 2.104 The Crown acknowledges that the pollution, degradation and development of the Waikato River, its lakes, streams and wetlands have resulted in the decline of its once rich fisheries, which had for generations sustained the people's way of life and their ability to meet their obligations of manaakitanga; and that the decline has been a further source of distress to Waikato-Tainui.
- 2.105 The Crown seeks a settlement that will recognise and sustain the special relationship Waikato-Tainui have with the Waikato River. The Crown undertakes to provide assistance to Waikato-Tainui and to work with Waikato-Tainui to assist the restoration of their mana whakahaere.
- 2.106 The Crown acknowledges and respects the deeply felt obligation of Waikato-Tainui to protect te mana o te awa.
- 2.107 The Crown acknowledges that Waikato-Tainui wish to promote the concept of a korowai (cloak) to bring the River tribes together as an affirmation of their common purpose to protect te mana o te awa.
- 2.108 The Crown acknowledges the national importance of the Waikato River and its contribution to New Zealand's social, cultural, environmental and economic wellbeing.
- 2.109 The Crown acknowledges the vision, leadership and generosity of Waikato-Tainui in affirming and promoting the restoration and protection of the health and wellbeing of the Waikato River for future generations as the overarching purpose of this settlement.

NEW ERA OF CO-MANAGEMENT

- 2.110 The arrangements provided for in this deed reflect a commitment by the Crown and Waikato-Tainui to enter a new era of co-management over the Waikato River with the overarching purpose of the settlement being to restore and protect the health and wellbeing of the Waikato River for future generations.
- 2.111 Co-management requires more than consultation alone. The successful implementation of co-management through the arrangements provided for in this deed requires a new approach. Accordingly, the Crown and Waikato-Tainui acknowledge that co-management includes:
- 2.111.1 the highest level of good faith engagement; and
- 2.111.2 consensus decision-making as a general rule,

WAIKATO-TAINUI DEED OF SETTLEMENT

while having regard to statutory frameworks and the mana whakahaere of Waikato-Tainui and other Waikato River iwi.

2.112 The Crown and Waikato-Tainui further acknowledge that to be effective, co-management must be implemented and achieved as appropriate at a number of levels and across a range of management agencies, bodies and authorities, including (but without limitation) with respect to the following:

2.112.1 the processes for granting, transfer, variation and renewal of consents, licences, permits and other authorisations for all activities that will or could impact on the health and wellbeing of the Waikato River; and

2.112.2 the development, amendment and implementation of strategies, policy, legislation and regulations that will or could impact on the health and wellbeing of the Waikato River.

INTEGRITY OF THE SETTLEMENT

2.113 The settlement aims to enhance the relationship between the Crown and Waikato-Tainui and to restore the honour of the Crown.

2.114 The Crown and Waikato-Tainui share a commitment to act:

2.114.1 to protect the integrity of the settlement; and

2.114.2 in a manner that is consistent with and achieves co-management of the Waikato River.

KO EERAA ATU IWI O TE AWA

2.115 E whakaae ana Te Karauna me ngaa iwi o Waikato-Tainui, he hononga motuhake too teenaa, too teenaa o ngaa iwi o te awa, ki te awa. Kei teenaa aana tikanga tuku iho, kei teenaa aana, e haangai ana ki te awa. Kaaore teenei whakaaetanga aa-puka e whai ana ki te haukoti i eeraa hononga. Kaaore hoki e whai ana ki te paatai, ki te whakahaawe raanei i ngaa tikanga a ngaa iwi o te awa.

2.116 Kaaore e whaaia ana kia aukatihia te mana motuhake, ngaa whai takenga, te mana whakahaere raanei o ngaa iwi o te awa kaaore i hiahia ki te uru mai ki teenei whakataunga. Ko te aro mai a Te Karauna ki te hononga i waenganui i a Waikato-Tainui me Te Awa o Waikato te whaainga matua, hei tohu i te kotahitanga o te whakaaro ki te manaaki, ki te tiaki hoki i te awa.

OTHER WAIKATO RIVER IWI

2.117 The Crown and Waikato-Tainui acknowledge that each Waikato River iwi has its own unique relationship with the Waikato River and its own long established tikanga in relation to the Waikato River. Nothing in this deed is intended to impinge on those relationships. Nor is there any intention to question or disregard the tikanga of any Waikato River iwi.

2.118 Recognition of the relationship between Waikato-Tainui and the Waikato River by the Crown is not intended to affect the rights, interests, or mana whakahaere of any Waikato River iwi who is not a party to the settlement, but is intended to reflect a unity of purpose to respect and care for the Waikato River.

3 SETTLEMENT REDRESS

OVERARCHING PURPOSE

- 3.1 The overarching purpose of the settlement is to restore and protect the health and wellbeing of the Waikato River for future generations.

SUMMARY OF REDRESS

- 3.2 The following redress is to be provided to Waikato-Tainui in settlement of the raupatu claims:
- 3.2.1 the acknowledgements of the Crown;
 - 3.2.2 the commitment to co-management;
 - 3.2.3 the recognition of the statement of significance of the Waikato River to Waikato-Tainui;
 - 3.2.4 the legislative recognition of the vision and strategy for the Waikato River;
 - 3.2.5 the co-governance arrangements, including the establishment of the Waikato River Authority;
 - 3.2.6 the co-management arrangements, including the enhanced participation of Waikato-Tainui, through joint management agreements, in processes under the Resource Management Act, the establishment of an integrated river management plan and the recognition of the Waikato-Tainui environmental plan;
 - 3.2.7 the recognition of the customary activities of Waikato-Tainui in relation to the Waikato River;
 - 3.2.8 the Kiingitanga Accord;
 - 3.2.9 the entry by the Ministers and officials of the Crown into the other accords with Waikato-Tainui; and
 - 3.2.10 the commitments relating to lands and certain other assets.

4 STATEMENT OF SIGNIFICANCE OF THE WAIKATO RIVER TO WAIKATO-TAINUI

HE WHAKAMAARAMA NA NGAA IWI O WAIKATO-TAINUI MO TE AWA O WAIKATO

- 4.1 Clauses 4.3 and 4.4 contain a statement by Waikato-Tainui of the significance of the Waikato River to Waikato-Tainui. Clause 4.4 is a translation of clause 4.3.
- 4.2 The Crown recognises the statement of significance which will be set out in the settlement legislation.
- 4.3 The Maaori text of the statement is:

“Ka mau Te Pukapuka Whakaaetanga me oona Whakatau a Tikanga i ngaa Kupu whakahirahira mo Te Awa o Waikato ki ngaa Iwi o Waikato-Tainui.

He tuupuna noo ngaa iwi o Waikato-Tainui Te Awa o Waikato. E mau ana te mana te mauri me te kaha o te Iwi.

He mauri tu tahi e kore e wehea. Ka rere mai oona wai i Te wairere o Huka puta atu ki te Puuaha o Waikato. Ka hono haere ai ngaa wai o Te Awa o Waikato i ngaa parenga, i ngaa whaiawa, i nga momo takawai o raro, i ngaa rerenga, i ngaa waikeri, i ngaa wehenga, i ngaa roto, i ngaa ika, i ngaa tupunga otaota, i ngaa maania, i ngaa repo, i ngaa motu, i ngaa puna, i ngaa arawai o te awa, i ngaa ararangi o te awa, i ngaa tuaapapa o te awa, tae noa ki oona tohu a wairua me toona mauri.

Naa too maatou hononga ki te awa, naa too maatou manaaki i te awa te take ka tiaki i te mana o te awa, aa, ka riro maa maatou taua mana whakahaere i runga i ngaa tikanga tuku iho mo te awa.

No reira, naa too maatou hononga ki te awa hei kaitiaki te puutake o too maatou oranga a wairua, oranga a tinana, a, tae noa ki oo maatou tikanga a iwi katoa.”

- 4.4 The English translation of the statement is:

“The Waikato River is our tupuna (ancestor) which has mana (spiritual authority and power) and in turn represents the mana and mauri (life force) of Waikato-Tainui.

The Waikato River is a single indivisible being that flows from Te Taheke Hukahuka to Te Puuaha o Waikato (the mouth) and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, flood plains, wetlands, islands, springs, water column, airspace and substratum as well as its metaphysical being.

WAIKATO-TAINUI DEED OF SETTLEMENT

Our relationship with the Waikato River, and our respect for it, gives rise to our responsibilities to protect te mana o te Awa and to exercise our mana whakahaere in accordance with long established tikanga to ensure the well being of the River.

Our relationship with the River and our respect for it lies at the heart of our spiritual and physical wellbeing, and our tribal identity and culture.”

5 WAIKATO-TAINUI OBJECTIVES FOR THE WAIKATO RIVER

THE OBJECTIVES

- 5.1 The Waikato-Tainui objectives for the Waikato River are:
- 5.1.1 the restoration and protection of the health and wellbeing of the Waikato River;
 - 5.1.2 the restoration and protection of the relationship of Waikato-Tainui with the Waikato River, including their economic, social, cultural, and spiritual relationships;
 - 5.1.3 the integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River;
 - 5.1.4 the adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River, and in particular those effects that threaten serious or irreversible damage to the River;
 - 5.1.5 the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchment on the health and wellbeing of the River;
 - 5.1.6 the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities;
 - 5.1.7 the protection and enhancement of significant sites, fisheries, flora and fauna; and
 - 5.1.8 the application to the above of both maatauranga Maaori and the latest available scientific methods.

AMENDMENTS

- 5.2 Waikato-Tainui may amend the Waikato-Tainui objectives for the Waikato River if:
- 5.2.1 Waikato-Tainui advises the Crown that it proposes to amend the Waikato-Tainui objectives for the Waikato River and provides to the Crown a copy of the proposed amendments; and
 - 5.2.2 the amendments proposed to the Waikato-Tainui objectives for the Waikato River are consistent with the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River.
- 5.3 Waikato-Tainui may provide to the Minister for the Environment a copy of any amendments made to the Waikato-Tainui objectives for the Waikato River, certified in

WAIKATO-TAINUI DEED OF SETTLEMENT

writing by the Waikato Raupatu River Trust to be the Waikato-Tainui objectives for the Waikato River for the purposes of this deed.

- 5.4 If the Minister for the Environment receives a certified copy of an amendment under clause 5.3 that complies with clause 5.2.2, the Minister for the Environment must make the amended Waikato-Tainui objectives for the Waikato River available for inspection by the public as soon as reasonably practicable.
- 5.5 The amendment becomes effective when the Minister makes it available for inspection under clause 5.4.

6 VISION AND STRATEGY FOR THE WAIKATO RIVER

BACKGROUND

- 6.1 The agreement in principle that preceded the 2008 deed included the formation of a Guardians establishment committee to develop a vision and strategy for the Waikato River. The committee comprised 8 appointees of the Crown, 4 appointees of Waikato-Tainui and 4 appointees of representative bodies of other Waikato River iwi.
- 6.2 The committee held a number of consultative hui, public open days, and meetings with various stakeholders. Additionally, submissions were called for and received. This consultation guided the Guardians establishment committee in preparing the vision and strategy.
- 6.3 The vision and strategy as approved by the Crown and Waikato-Tainui is set out in part 1 of the schedule.
- 6.4 The Crown and Waikato-Tainui have further agreed to certain provisions in this deed directed to:
- 6.4.1 the recognition of the vision and strategy as Te Ture Whaimana o Te Awa o Waikato; and
- 6.4.2 the inclusion of targets and methods as part of the vision and strategy.

STATUTORY RECOGNITION OF VISION AND STRATEGY

The vision and strategy is included in the settlement legislation

- 6.5 The settlement legislation will:
- 6.5.1 provide that the vision and strategy applies to the Waikato River and activities within its catchment affecting the Waikato River;
- 6.5.2 set out the vision and strategy in a schedule to the settlement legislation in the form set out in part 1 of the schedule to the deed; and
- 6.5.3 provide that the Governor-General may, from time to time on the advice of the Minister for the Environment in accordance with clause 6.13.6, by Order in Council, amend the schedule to the settlement legislation that sets out the vision and strategy with effect from a date specified in the Order in Council.

The vision and strategy to be the primary direction setting document for the Waikato River

- 6.6 The settlement legislation will record that:

- 6.6.1 the Waikato River and its contribution to New Zealand’s cultural, social, environmental and economic wellbeing is of national importance; and
- 6.6.2 the vision and strategy is Te Ture Whaimana o Te Awa o Waikato.
- 6.7 The settlement legislation will provide that:
 - 6.7.1 the vision and strategy is intended by Parliament to be the primary direction setting document for the Waikato River and activities within its catchment affecting the Waikato River; and
 - 6.7.2 the settlement legislation will be interpreted in a manner consistent with clause 6.7.1.

The vision and strategy to form part of the Waikato Regional Policy Statement

- 6.8 For the purposes of clause 6.9, local authority means Waikato Regional Council and any territorial authorities whose boundaries fall within, or partly within, areas “A” and “B” on the SO plan, but does not include the Auckland Council.
- 6.9 The settlement legislation will provide that on and from the date that the settlement legislation comes into force:
 - 6.9.1 the vision and strategy in its entirety is deemed to be part of the Waikato Regional Policy Statement;
 - 6.9.2 the Waikato Regional Council will, as soon as reasonably practicable, insert the vision and strategy into the Waikato Regional Policy Statement and make consequential amendments to records and publications to reflect clause 6.9.1;
 - 6.9.3 to avoid doubt, the process set out in Schedule 1 of the Resource Management Act 1991 does not apply for the purposes of clause 6.9.1 or 6.9.2;
 - 6.9.4 the Waikato Regional Council must ensure that no part of the Waikato Regional Policy Statement is inconsistent with the vision and strategy;
 - 6.9.5 following the completion of the initial review of the vision and strategy referred to in clause 6.13.4(a) or a subsequent review of the vision and strategy referred to in clause 6.13.3:
 - (a) for the purposes of clause 6.9.4 the Waikato Regional Council must review and, if necessary, initiate an amendment to the Waikato Regional Policy Statement to give effect to clause 6.9.4; and
 - (b) a local authority must review and, if necessary, initiate an amendment to a regional or district plan to give effect to the vision and strategy;

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- 6.9.6 any amendment referred to in clause 6.9.5 must be undertaken using the process set out in Schedule 1 of the Resource Management Act 1991;
- 6.9.7 a local authority must commence the review and amendment process referred to in clause 6.9.5 no later than 6 months after the completion of the initial review of the vision and strategy referred to in clause 6.13.4(a);
- 6.9.8 if by the time that a local authority commences a review referred to in clause 6.9.5 a joint management agreement between the Waikato Raupatu River Trust and that local authority is not in force under clause 8.4, then the local authority will:
- (a) convene a joint working party as provided for in clause 8.4.11(a);
 - (b) ensure that the local authority and the Waikato Raupatu River Trust jointly participate in the making of the final recommendation to a local authority on the content of a Resource Management Act planning document to be notified under clause 5 of Schedule 1 to the Resource Management Act 1991, as provided for in clause 8.4.11(c); and
 - (c) discuss with the Waikato Raupatu River Trust the potential for the Waikato Raupatu River Trust to participate in the decisions on a Resource Management Act planning document under clause 10 of Schedule 1 to the Resource Management Act 1991, as provided for in clause 8.4.11(d);
- 6.9.9 a local authority must commence the review and amendment process referred to in clause 6.9.5 no later than 12 months after the completion of any subsequent review of the vision and strategy referred to in clause 6.13.3;
- 6.9.10 pending the completion of a review and amendment process referred to in clause 6.9.5(a), if there is an inconsistency between the updated vision and strategy and any other component in the Waikato Regional Policy Statement then the vision and strategy will prevail;
- 6.9.11 any obligation on a local authority to amend a Resource Management Act planning document under section 55 of the Resource Management Act 1991 does not apply to the extent that a proposed amendment would be inconsistent with the vision and strategy;
- 6.9.12 where the Waikato Regional Council is undertaking a review of and any amendments to the Waikato Regional Policy Statement under section 79 of the Resource Management Act 1991, that review may not extend to the vision and strategy component of the Waikato Regional Policy Statement;
- 6.9.13 the vision and strategy will prevail over any inconsistent provision in:
- (a) a national policy statement issued under section 52 of the Resource Management Act 1991; and

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- (b) a New Zealand coastal policy statement issued under section 52 of the Resource Management Act 1991;
 - 6.9.14 where a rule has been included in a regional plan or district plan for the purpose of giving effect to the vision and strategy, that rule will prevail over:
 - (a) a national environmental standard made under section 43 of the Resource Management Act 1991;
 - (b) a water conservation order made under section 214 of the Resource Management Act 1991; and
 - (c) a bylaw made by a local authority;
 - 6.9.15 clause 6.9.14 applies only to the extent that the rule included in a regional plan or district plan for the purpose of giving effect to the vision and strategy is more stringent than the matters set out in clause 6.9.14 (a) to (c);
 - 6.9.16 following the completion of a review of the vision and strategy under clauses 6.13.3 or 6.13.4(a) and any resulting amendments referred to in clause 6.9.5 have been made:
 - (a) a local authority may commence a review of the conditions of a resource consent under section 128 of the Resource Management Act 1991; and
 - (b) a requiring authority may give notice of its requirement to alter a designation under section 181 of the Resource Management Act 1991;
 - 6.9.17 clauses 6.9.1 to 6.9.16 have effect to the extent that the content of the vision and strategy relates to matters covered by the Resource Management Act 1991;
 - 6.9.18 to the extent that it affects the Waikato River, a national energy efficiency and conservation strategy prepared and published under section 18 of the Energy Efficiency and Conservation Act 2000 must be consistent with the vision and strategy;
 - 6.9.19 to the extent that it affects the Waikato River, the responsible Minister must, when preparing a national land transport strategy under Part 3 of the Land Transport Management Act 2003, take into account the vision and strategy; and
 - 6.9.20 to the extent that it affects the Waikato River, a management plan for a foreshore and seabed reserve prepared under section 44 of the Foreshore and Seabed Act 2004 must not be inconsistent with the vision and strategy.
- 6.10 The settlement legislation will provide that the obligations under clause 6.9 apply notwithstanding sections 59 to 77 of the Resource Management Act 1991.

Statements of general policy under the Conservation Act 1987 and Acts in Schedule 1 of that Act

- 6.11 The settlement legislation will provide that:
- 6.11.1 for the purposes of each of the following Acts, the vision and strategy is a statement of general policy approved under the following specified sections:
 - (a) Conservation Act 1987, section 17B;
 - (b) Wildlife Act 1953, section 14C;
 - (c) Reserves Act 1977, section 15A;
 - (d) National Parks Act 1980, section 44; and
 - (e) Wild Animal Control Act 1977, section 5;
 - 6.11.2 a conservation management strategy or a conservation management plan made under an Act listed under clause 6.11.1 must not derogate from a statement of general policy created by clause 6.11.1;
 - 6.11.3 the requirement in clause 6.11.2 does not take effect for any statement of general policy made under clause 6.11.1 until the date that the strategy or plan is next reviewed or amended;
 - 6.11.4 the review or amendment process for a conservation management strategy or conservation management plan affected by clause 6.11.2 must commence:
 - (a) no later than 6 months after the completion of the initial review of the vision and strategy referred to in clause 6.13.4(a); and
 - (b) following the completion of any subsequent review of the vision and strategy under clause 6.13.3, no later than 12 months after the completion of the review of the vision and strategy under clause 6.13.3;
 - 6.11.5 pending the completion of a review or amendment process referred to in clause 6.11.4, if any component of a conservation management strategy or conservation management plan derogates from the vision and strategy, then the vision and strategy will prevail;
 - 6.11.6 to avoid doubt, nothing in a freshwater fisheries management plan approved under section 17K of the Conservation Act 1987 or a sports fish management plan approved under section 17M of the Conservation Act 1987 may derogate from the vision and strategy;
 - 6.11.7 clauses 6.11.2 to 6.11.5 apply to a freshwater fisheries management plan approved under section 17K of the Conservation Act 1987 and a sports fish

management plan approved under section 17M of the Conservation Act 1987 as if those plans are conservation management plans; and

- 6.11.8 clauses 6.11.1 and 6.11.2 have effect in respect of an Act specified in those clauses to the extent that the content of the vision and strategy relates to the exercise of powers and functions for the Waikato River and activities in its catchment that affect the Waikato River under that Act.

Obligation to have particular regard to vision and strategy

6.12 The settlement legislation will provide that:

- 6.12.1 a person exercising powers or functions relating to the Waikato River and activities in its catchment that affect the Waikato River under any Act specified in clause 6.12.2 must, in addition to any other requirement specified in those Acts for the exercise of that power, have particular regard to the vision and strategy;

6.12.2 the Acts are:

- (a) Biosecurity Act 1993;
- (b) Conservation Act 1987;
- (c) Fisheries Act 1996;
- (d) Forests Act 1949;
- (e) Health Act 1956;
- (f) Historic Places Act 1993;
- (g) Land Drainage Act 1908;
- (h) Local Government Act 1974;
- (i) Local Government Act 2002;
- (j) National Parks Act 1980;
- (k) Native Plants Protection Act 1934;
- (l) New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;
- (m) Queen Elizabeth the Second National Trust Act 1977;
- (n) Reserves Act 1977;

- (o) Resource Management Act 1991;
- (p) River Boards Act 1908;
- (q) Soil Conservation and Rivers Control Act 1941;
- (r) Walking Access Act 2008;
- (s) Wild Animal Control Act 1977; and
- (t) Wildlife Act 1953;

6.12.3 clause 6.12.1 does not have effect in relation to:

- (a) the Resource Management Act 1991, where clause 6.9 affects the exercise of a power or function; and
- (b) the Acts specified in clause 6.11.1 where clauses 6.11.1 to 6.11.8 affect the exercise of a power or function; and.

Statement regarding the vision and strategy

6.12.4 where a local authority or other person has prepared or changed a document in accordance with the obligations under clauses 6.9 to 6.12, that authority or person must:

- (a) make an explicit statement in the relevant document on how the vision and strategy has been addressed; and
- (b) no later than 20 business days after the completion of the relevant document, provide a copy of that statement to the Waikato River Authority.

REVIEW OF THE VISION AND STRATEGY

6.13 The settlement legislation will provide that:

6.13.1 when reviewing the vision and strategy, the Waikato River Authority:

- (a) may recommend that the vision and strategy includes:
 - (i) targets to achieve the vision and strategy; and
 - (ii) methods to implement the vision and strategy;
- (b) may otherwise recommend amendments to the vision and strategy including any targets and methods;

- (c) to the extent that they are consistent within the overarching purpose of this settlement, must take into account:
 - (i) the Waikato-Tainui environmental plan;
 - (ii) other iwi environmental plans insofar as they relate to the Waikato River;
 - (iii) the Waikato-Tainui objectives for the Waikato River;
 - (iv) other iwi objectives for the Waikato River;
 - (v) the report of the scoping study undertaken in accordance with clause 7.18;
- (d) may take into account any other documents considered relevant by the Waikato River Authority to the health and wellbeing of the Waikato River; and
- (e) must follow the process set out in part 2 of the schedule;

6.13.2 the Waikato River Authority may only make recommendations to amend the vision and strategy that are consistent with the overarching purpose of this settlement, being the restoration and protection of the health and wellbeing of the Waikato River for future generations;

Timing of reviews

6.13.3 the Waikato River Authority may initiate reviews at any time but a review must be undertaken at intervals no greater than 10 years after the previous review;

6.13.4 despite clause 6.13.3, the Waikato River Authority:

- (a) must within 3 months of the settlement date commence an initial review of the vision and strategy for the purpose of considering whether targets and methods should be developed for inclusion in the vision and strategy; and
- (b) may, in its discretion, extend the initial review of the vision and strategy under clause 6.13.4(a) to include consideration of whether the vision and strategy should be amended beyond the inclusion of targets and methods; but
- (c) must not commence any further review of the vision and strategy sooner than 5 years after the completion of the previous review;

Initial review

- 6.13.5 in respect of the initial review of the vision and strategy undertaken under clause 6.13.4(a) the Waikato River Authority:
- (a) must consider whether targets and methods should be developed for inclusion in the vision and strategy;
 - (b) may make recommendations to amend the vision and strategy by including targets and methods; and
 - (c) may, in the event that it exercises its discretion under clause 6.13.4(b) to extend the initial review:
 - (i) consider whether the vision and strategy should be amended other than by the inclusion of targets and methods; and
 - (ii) make recommendations to amend the vision and strategy other than by the inclusion of targets and methods;

Order in Council

- 6.13.6 the Minister for the Environment must advise the Governor-General to make an Order in Council under clause 6.5.3 to amend the vision and strategy if:
- (a) the Crown, Waikato-Tainui and the other appointers each receive a written recommendation from the Waikato River Authority to amend the vision and strategy;
 - (b) the written recommendation sets out in full the amended vision and strategy; and
 - (c) the Crown, Waikato-Tainui and the other appointers agree in writing with each other to accept the recommendation.

REFERENCES TO WAIKATO RIVER

6.14 In this part 6:

- 6.14.1 **“Waikato River”** means the Waikato River from Te Taheke Hukahuka to Te Puuaha o Waikato, and includes the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the areas marked “A” and “B” on the SO plan; and
- 6.14.2 **“catchment”** means the areas marked “A” and “B” on the SO plan.

7 GOVERNANCE ARRANGEMENTS

ESTABLISHMENT OF THE WAIKATO RIVER AUTHORITY

- 7.1 The settlement legislation will provide that a statutory body called the Waikato River Authority is established.
- 7.2 The settlement legislation will include the provisions set out in part 3 of the schedule relating to the Waikato River Authority.

PURPOSE OF THE WAIKATO RIVER AUTHORITY

- 7.3 The settlement legislation will provide that the purpose of the Waikato River Authority is to:
- 7.3.1 set the primary direction through the vision and strategy to achieve the restoration and protection of the health and wellbeing of the Waikato River for future generations;
- 7.3.2 promote an integrated, holistic and co-ordinated approach to the implementation of the vision and strategy and the management of the Waikato River; and
- 7.3.3 as trustee for the Waikato River Clean-Up Trust, fund rehabilitation initiatives for the Waikato River.

FUNCTIONS OF THE WAIKATO RIVER AUTHORITY

- 7.4 The settlement legislation will provide that:
- 7.4.1 the principal function of the Waikato River Authority is to achieve its purpose; and
- 7.4.2 the other functions of the Waikato River Authority are to:
- (a) engage with and provide advice to:
- (i) local authorities on amendments to planning documents under the Resource Management Act 1991 to give effect to the vision and strategy;
- (ii) the range of agencies with responsibilities related to the Waikato River (including, without limitation, local authorities and conservation, fisheries and biosecurity agencies) to achieve an integrated, holistic and co-ordinated approach to the implementation of the vision and strategy and the management of the Waikato River; and

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- (iii) the Environmental Protection Authority;
- (b) act as trustee for the Waikato River Clean-up Trust and, in that capacity, administer the contestable clean-up fund for the Waikato River;
- (c) monitor:
 - (i) the carrying out, effectiveness and achievement of the principal function of the Waikato River Authority;
 - (ii) the implementation, effectiveness and achievement of the vision and strategy, including any targets and methods; and
 - (iii) the implementation, effectiveness and achievement of clean-up initiatives funded by the Waikato River Clean-Up Trust;
- (d) report at least every 5 years to the Crown, Waikato-Tainui and the other appointers on the results of the monitoring carried out under clause 7.4.2(c);
- (e) periodically review and, at the discretion of the Waikato River Authority, recommend to the Crown, Waikato-Tainui and the other appointers amendments to the vision and strategy;
- (f) request call-ins under the Resource Management Act 1991;
- (g) maintain a register of accredited commissioners; and
- (h) appoint accredited commissioners to sit on boards of inquiry and hearings committees when required to do so in accordance with clauses 7.6.4 and 7.6.6;

7.4.3 for the purposes of carrying out its functions the Waikato River Authority has:

- (a) full capacity to carry on or undertake any activity, do any act, or enter into any transaction; and
- (b) for the purposes of clause 7.4.3(a), full rights, powers, and privileges.

7.5 The settlement legislation will provide that clause 7.4.3 applies subject to the provisions of the settlement legislation, any other enactment, and the general law.

RESOURCE CONSENT DECISION-MAKING

7.6 The settlement legislation will provide that:

7.6.1 clauses 7.6.2 to 7.6.8 apply only to applications to the Waikato Regional Council for resource consent:

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- (a) to take, use, dam or divert water in the Waikato River;
 - (b) for a point source discharge to the Waikato River; and
 - (c) for any activity listed in section 13 of the Resource Management Act 1991 in relation to the Waikato River;
- 7.6.2 the Waikato River Authority must establish and maintain a register of persons who:
- (a) are accredited to act as hearing commissioners to hear applications for resource consent under the Resource Management Act 1991; and
 - (b) have been appointed by:
 - (i) Waikato-Tainui; or
 - (ii) iwi who appoint members of the Waikato River Authority;
- 7.6.3 no later than 5 business days after receiving an application for resource consent referred to in clause 7.6.1, the Waikato Regional Council must provide written notice to the Waikato River Authority and the Waikato Raupatu River Trust stating that it has received that application;
- 7.6.4 if the Waikato Regional Council holds a hearing under the Resource Management Act 1991 in relation to an application for resource consent referred to in clause 7.6.1, the committee to hear and make a decision on the application must comprise:
- (a) members appointed by the Waikato Regional Council who must be accredited to act as hearing commissioners to hear applications for resource consent under the Resource Management Act 1991;
 - (b) an equal number of members appointed by the Waikato River Authority whose names are recorded on the register referred to in clause 7.6.2; and
 - (c) an independent chairperson, who is jointly appointed by the Waikato River Authority and the Waikato Regional Council, and who must be accredited to act as a hearing commissioner to hear applications for resource consent under the Resource Management Act 1991;
- 7.6.5 before appointing members to a committee under clause 7.6.4, the Waikato River Authority and the Waikato Regional Council will discuss the proposed appointees with a view to ensuring that the committee contains members with an appropriate mix of skills, expertise and experience;
- 7.6.6 if an application for resource consent is called in and referred to a board of inquiry under Part 6AA of the Resource Management Act 1991, then:

WAIKATO-TAINUI DEED OF SETTLEMENT

- (a) the Environmental Protection Authority (“EPA”) must as soon as practicable serve notice on the Waikato River Authority of the decision to call in the application;
 - (b) before the Minister appoints a board of inquiry under section 149J of the Resource Management Act 1991, the Minister must seek from the Waikato River Authority the names of one or two persons for appointment to the board of inquiry, depending on whether the board will comprise 3 or 5 appointees;
 - (c) no later than 10 business days after receiving a request under clause 7.6.6(b), the Waikato River Authority shall provide to the Minister the number of names of persons whose names are on the register referred to in clause 7.6.2 sought by the Minister under clause 7.6.6(b); and
 - (d) provided clause 7.6.6(c) has been complied with, the Minister must appoint to the board of inquiry:
 - (i) the person or persons identified by the Waikato River Authority under clause 7.6.6(c);
 - (ii) the same number of other persons; and
 - (iii) a chairperson who must be appointed in accordance with section 149J(3)(b) of the Resource Management Act 1991;
- 7.6.7 before making appointments to a board of inquiry under clause 7.6.6, the Waikato River Authority and the Minister will discuss the proposed appointees with a view to ensuring that the board comprises appointees with an appropriate mix of skills, expertise and experience;
- 7.6.8 except as provided for in this clause 7.6, the persons appointed pursuant to clause 7.6.4 will be treated in the same manner as persons appointed under section 149J of the Resource Management Act 1991; and
- 7.6.9 to avoid doubt:
- (a) if an application for resource consent is lodged with the EPA under section 145 of the Resource Management Act 1991, and a direction is made under section 147(1)(c) to refer the matter to Waikato Regional Council, then clause 7.6.4 will apply; and
 - (b) where a request is made under section 100A of the Resource Management Act 1991 for the Waikato Regional Council to delegate to a commissioner or commissioners the hearing of an application for resource consent, that power of delegation cannot be exercised in relation to those members appointed by the Waikato River Authority under clause 7.6.4(b), and may only be exercised in relation to those members appointed by the Waikato Regional Council under clause 7.6.4(a).

REVIEW OF WAIKATO RIVER AUTHORITY

- 7.7 Meetings will be held five yearly for the purposes set out in clause 7.8.
- 7.8 The purposes are to:
- 7.8.1 review the operations and outcomes of the Waikato River Authority;
 - 7.8.2 review how effectively the Waikato River Authority has achieved its purpose and functions; and
 - 7.8.3 consider what action might be taken to enable the Waikato River Authority to achieve more effectively its purpose and functions, and any other purposes or functions that the participants in the meeting may consider appropriate.
- 7.9 The first meeting is to be held on a date to be agreed by the Crown and Waikato-Tainui that is within six months of the submission of the first report by the Waikato River Authority under clause 7.4.2(d), with subsequent meetings to be held within six months of each subsequent report issued by the Waikato River Authority.
- 7.10 The proposed participants in the meetings are to be:
- 7.10.1 one individual nominated by Waikato-Tainui;
 - 7.10.2 one individual nominated by Maniapoto;
 - 7.10.3 one individual nominated by Raukawa;
 - 7.10.4 one individual nominated by Te Arawa;
 - 7.10.5 one individual nominated by Ngaati Tuuwharetoa;
 - 7.10.6 the Prime Minister or nominee;
 - 7.10.7 the Minister of Finance or nominee;
 - 7.10.8 the Minister for the Environment or nominee;
 - 7.10.9 the Minister of Maaori Affairs or nominee;
 - 7.10.10 the Chairperson of Environment Waikato or nominee; and
 - 7.10.11 any other individuals that Waikato-Tainui and the Crown agree should attend a particular meeting.

WAIKATO RIVER CLEAN-UP TRUST

Acknowledgement to Waikato-Tainui

- 7.11 The Crown acknowledges the vision of Waikato-Tainui in affirming the health and wellbeing of the Waikato River as the overarching purpose of this settlement and their leadership and generosity in the establishment under this deed of the Waikato River Authority and the Waikato River Clean-up Trust.

Establishment of trust

- 7.12 The settlement legislation will provide that:
- 7.12.1 on the settlement date there will be established a trust to be known as the Waikato River Clean-up Trust on the terms set out in part 4 of the schedule;
 - 7.12.2 the object of the Waikato River Clean-up Trust will be the restoration and protection of the health and wellbeing of the Waikato River for future generations;
 - 7.12.3 the Waikato River Authority will be the trustee of the Waikato River Clean-up Trust; and
 - 7.12.4 the trustee of the Waikato River Clean-up Trust, acting in that capacity, will be treated as a tax charity satisfying the requirements of section 41(5) of the Income Tax Act 2007 notwithstanding that the trustee does not register as a charitable entity under the Charities Act 2005.
- 7.13 As set out in part 4 of the schedule, the trust fund of the Waikato River Clean-up Trust will be available on a contestable basis for use in projects to achieve the object of the trust that are:
- 7.13.1 proposed by any applicants (including Waikato-Tainui, Maniapoto, Raukawa, Te Arawa , Ngaati Tuuwharetoa, other iwi, local authorities, landowners or others) furnishing to the trustee detailed applications in such form as the trustee may from time to time require;
 - 7.13.2 considered by the trustee under a process devised by the trustee to ensure appropriate contestability and efficiency in allocation of the trust fund; and
 - 7.13.3 approved by the trustee after due consideration.
- 7.14 The Crown will settle on the trustee of the Waikato River Clean-up Trust for the purposes of that trust:
- 7.14.1 the sum of \$21,000,000, on the settlement date; and
 - 7.14.2 further sums of \$7,000,000 on each anniversary of the settlement date up to and including the 27th anniversary of the settlement date.

WAIKATO-TAINUI DEED OF SETTLEMENT

- 7.15 Upon receipt of the scoping study under clause 7.18, the Crown will consider whether any further contributions to the Waikato River Clean-up Trust should be made.
- 7.16 The Crown and other persons may settle amounts on the trustee of the Waikato River Clean-up Trust for the purposes of that trust and the trustee will accept such other settlements if the terms of such other settlements are appropriate.
- 7.17 The Crown acknowledges that the establishment of the Waikato River Clean-up Trust has been negotiated by Waikato-Tainui for the health and well-being of the Waikato River, but for the avoidance of doubt the settlement of amounts by the Crown on the trustee of the Waikato River Clean-up Trust is not part of the redress provided to Waikato-Tainui in settlement of the raupatu claims and is not to be taken into account for the purpose of the relativity mechanism under the 1995 Deed.

Scoping study for clean-up fund

- 7.18 The Crown has commissioned and is funding an independent scoping study to:
- 7.18.1 identify rehabilitation priorities in relation to the Waikato River and the likely cost of those priority activities; and
 - 7.18.2 provide useful background information for the operation of the Waikato River Clean-up Trust.
- 7.19 The Guardians establishment committee is acting as a reference group for the scoping study pursuant to terms of reference issued jointly by the Crown and Waikato-Tainui.
- 7.20 The Crown will complete the scoping study referred to in clause 7.18 within 6 months of the date of this deed.
- 7.21 If, before the scoping study is completed, the Guardians establishment committee is replaced by any other committee or entity then the replacement committee or entity will act as a reference body for the scoping study on the same terms of reference as the Guardians establishment committee.

MINISTER TO TABLE REPORTS

- 7.22 The settlement legislation will provide that the Minister for the Environment must table in Parliament each annual report the Minister receives from the Waikato River Authority within one month of receiving the report.

REFERENCES TO WAIKATO RIVER

- 7.23 In this part 7:
- 7.23.1 “**Waikato River**” means the Waikato River from Te Taheke Hukahuka to Te Puuaha o Waikato, and includes the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the areas marked “A” and “B” on the SO plan.

7.23.2 “**catchment**” means the areas marked “A” and “B” on the SO plan.

8 CO-MANAGEMENT ARRANGEMENTS

CO-MANAGEMENT

- 8.1 The deed reflects the commitment of the Crown and Waikato-Tainui to enter a new era of co-management over the Waikato River. The successful implementation of co-management requires a new approach. The arrangements in this part of the deed provide a foundation for future co-management relationships between Waikato-Tainui, the Crown, local authorities and other agencies, but do not preclude those parties entering into co-management arrangements beyond the scope of this deed.

STRUCTURE OF THIS PART

- 8.2 The principle of co-management is recognised and expressed in this part through:
- 8.2.1 the Waikato-Tainui environmental plan;
 - 8.2.2 enhanced participation of the Waikato Raupatu River Trust through joint management agreements;
 - 8.2.3 the integrated river management plan;
 - 8.2.4 provision for the issuing of regulations; and
 - 8.2.5 the other matters specified in this part.

WAIKATO-TAINUI ENVIRONMENTAL PLAN

- 8.3 The settlement legislation will provide that:
- 8.3.1 the Waikato Raupatu River Trust may prepare and serve on a local authority, the Director-General of Conservation, the chief executive of the Ministry of Fisheries or any other relevant agency a Waikato-Tainui environmental plan;
 - 8.3.2 the Waikato-Tainui environmental plan will:
 - (a) be prepared by the Waikato Raupatu River Trust in consultation with Waikato-Tainui marae;
 - (b) may be reviewed and amended from time to time by the Waikato Raupatu River Trust; and
 - (c) be available to the public for inspection at the offices of Waikato-Tainui and the relevant agencies, including local authorities;

Effect of the Waikato-Tainui environmental plan

- 8.3.3 where a local authority is preparing, reviewing or changing a Resource Management Act planning document, that local authority must recognise the Waikato-Tainui environmental plan in the same manner as would be required under the Resource Management Act 1991 for any planning document recognised by an iwi authority;
- 8.3.4 a consent authority must have regard to the Waikato-Tainui environmental plan when considering an application for resource consent under section 104 of the Resource Management Act 1991, where the consent authority considers the Waikato-Tainui environmental plan relevant and reasonably necessary to determine the application;
- 8.3.5 any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will recognise and provide for the Waikato-Tainui environmental plan to the extent its contents relate to those functions, powers and duties; and
- 8.3.6 any person exercising functions, powers or duties under the conservation legislation in relation to the Waikato River and its catchment will have particular regard to the Waikato-Tainui environmental plan to the extent its contents relate to the exercise of those functions, powers and duties.

JOINT MANAGEMENT AGREEMENTS

- 8.4 The settlement legislation will provide that:

Obligation to enter joint management agreement

- 8.4.1 a joint management agreement will be in force between each of the local authorities referred to in clause 8.4.5 and the Waikato Raupatu River Trust no later than 18 months after the settlement date, unless the parties agree in writing to extend that period; and
- 8.4.2 each joint management agreement will be generally in the form set out in part 5 of the schedule

("joint management agreement");

Scope of joint management agreement

- 8.4.3 a joint management agreement:
- (a) may only include matters relating to the Waikato River and activities within its catchment affecting the Waikato River;
 - (b) must cover the matters referred to in clause 8.4.4; and

- (c) may cover additional matters agreed in accordance with clauses 8.4.45 and 8.4.46;
- 8.4.4 the joint management agreement will provide for the local authority and the Waikato Raupatu River Trust to work together in relation to the exercise of the following functions, powers and duties under the Resource Management Act 1991:
- (a) monitoring and enforcement in accordance with clause 8.4.7 and 8.4.8;
 - (b) preparation, review or change of a Resource Management Act planning document in accordance with clauses 8.4.10 to 8.4.14;
 - (c) functions, powers or duties under Part 6 of the Resource Management Act 1991 in relation to applications for resource consents in accordance with clause 8.4.15 to 8.4.19;
- 8.4.5 clause 8.4.1 applies to the Waikato Regional Council and any territorial authorities whose boundaries fall within, or partly within, area “A” on the SO plan, but does not include the Auckland Council;

Principles for development and operation of joint management agreements

- 8.4.6 the local authority and the Waikato Raupatu River Trust will, in working together to develop the joint management agreement, and in working together under the joint management agreement, act in a manner consistent with the following guiding principles:
- (a) promoting the overarching purpose of this settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
 - (b) respecting the mana whakahaere rights and responsibilities of Waikato-Tainui;
 - (c) promoting the principle of co-management as referred to in clauses 2.107 to 2.109;
 - (d) reflecting a shared commitment to:
 - (i) work together in good faith and a spirit of co-operation;
 - (ii) open, honest and transparent communication;
 - (iii) use their best endeavours to ensure that the purpose of the joint management agreement is achieved in an enduring manner; and
 - (e) recognising that the joint management agreement operates within statutory frameworks, and the importance of complying with those

statutory frameworks, meeting statutory timeframes, and minimising delays and costs;

Monitoring and enforcement

- 8.4.7 clause 8.4.8 applies in relation to monitoring and enforcement relating to the Waikato River and activities within its catchment affecting the Waikato River;
- 8.4.8 the section of the joint management agreement in relation to monitoring and enforcement will provide for the relevant local authority and the Waikato Raupatu River Trust to:
- (a) meet no less than twice each year to:
 - (i) discuss and agree the priorities for the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991;
 - (ii) discuss and agree the methods for and extent of the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991; and
 - (iii) discuss the opportunities for the participation of Waikato-Tainui in the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991;
 - (b) meet no less than twice each year to discuss appropriate responses to address the outcomes of the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991, including:
 - (i) the potential for the review of Resource Management Act planning documents; and
 - (ii) enforcement under the Resource Management Act 1991, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices or the service of infringement notices;
 - (c) agree appropriate procedures for reporting back to the Waikato Raupatu River Trust on the enforcement action taken by the local authority;
 - (d) discuss and agree the role of the Waikato Raupatu River Trust in the 5 yearly review provided for in section 35(2A) of the Resource Management Act 1991; and
 - (e) discuss the opportunities for persons nominated by the Waikato Raupatu River Trust to participate in enforcement action under the Resource Management Act 1991;

8.4.9 the Waikato Raupatu River Trust and the local authority will each bear their respective costs in carrying out the matters provided for in clause 8.4.8.

Preparation, review or change of a Resource Management Act planning document

8.4.10 clause 8.4.11 applies in relation to the preparation, review or change of a Resource Management Act planning document to the extent that those processes relate to the vision and strategy;

8.4.11 the section of the joint management agreement in relation to the preparation, review or change of a Resource Management Act planning document will provide:

- (a) that prior to the commencement of the preparation, review or change process, the local authority and the Waikato Raupatu River Trust will convene a joint working party to discuss and recommend to the local authority:
 - (i) the process to be adopted in relation to the preparation, review or change of that Resource Management Act planning document; and
 - (ii) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of Schedule 1 to the Resource Management Act 1991;
- (b) that the local authority and the Waikato Raupatu River Trust will jointly participate in the making of the final recommendation to the local authority on whether to commence a review of, and whether to make an amendment to, a Resource Management Act planning document;
- (c) that the local authority and the Waikato Raupatu River Trust will jointly participate in the making of the final recommendation to a local authority on the content of a Resource Management Act planning document to be notified under clause 5 of Schedule 1 to the Resource Management Act 1991;
- (d) that the local authority and the Waikato Raupatu River Trust will discuss the potential for the Waikato Raupatu River Trust to participate in the making of the decisions on a Resource Management Act planning document under clause 10 of Schedule 1 to the Resource Management Act 1991;

8.4.12 to avoid doubt, clause 8.4.11 also applies to a variation to a proposed policy statement or proposed plan;

8.4.13 the Waikato Raupatu River Trust and the local authority will each bear their respective costs in participating in a joint working party under clause 8.4.11;

8.4.14 the section of the joint management agreement in relation to the preparation, review or change of a Resource Management Act planning document will also provide for a mechanism for the Waikato Raupatu River Trust to participate in processes under Part 2 of Schedule 1 of the Resource Management Act 1991;

Resource consent process

8.4.15 clauses 8.4.16 and 8.4.17 apply in relation to applications for resource consents for the activities specified in clause 8.4.18;

8.4.16 the section of the joint management agreement in relation to the resource consent process will provide that:

- (a) each relevant local authority must provide to the Waikato Raupatu River Trust a summary of applications for resource consents received by that local authority;
- (b) the information provided under clause 8.4.16(a) will be:
 - (i) the same as would be given to affected persons through limited notification under section 95B of the Resource Management Act 1991, or as may be agreed between the Waikato Raupatu River Trust and the relevant local authority from time to time; and
 - (ii) provided as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 95A to 95C of the Resource Management Act 1991;
- (c) the local authority and the Waikato Raupatu River Trust will jointly develop and agree criteria to assist local authority decision-making under the following processes or sections of the Resource Management Act 1991:
 - (i) best practice for pre-application processes;
 - (ii) section 87E (request that an application be determined by the Environment Court rather than the consent authority);
 - (iii) section 88(3) (incomplete application for resource consent);
 - (iv) section 91 (deferral pending additional consents);
 - (v) section 92 (requests for further information);
 - (vi) section 95 to 95F (notification of applications for resource consent); and

- (vii) sections 127 and 128 (change, cancellation or review of consent conditions);

8.4.17 to avoid doubt, the criteria developed and agreed under clause 8.4.16(c):

- (a) are additional to, and must not derogate from, the existing criteria to be applied by the local authority under the Resource Management Act 1991; and
- (b) do not impose any requirement on a consent authority to change, cancel or review consent conditions.

8.4.18 clauses 8.4.16 and 8.4.17 apply to:

- (a) applications to the Waikato Regional Council for resource consent for the following activities:
 - (i) take, use, dam or divert water from or in the Waikato River;
 - (ii) discharge any contaminant or water into the Waikato River;
 - (iii) discharge any contaminant onto or into land in circumstances which will result in that contaminant (or any other contaminant emanating as a result of natural processes from that contaminant) entering the Waikato River;
 - (iv) use, erect, reconstruct, place, alter, extend, remove, or demolish any structure or part of any structure in, on, under, or over the bed or banks of Waikato River;
 - (v) excavate, drill, tunnel, or otherwise disturb the bed or banks of the Waikato River;
 - (vi) introduce or plant any plant or any part of any plant (whether exotic or indigenous) in, on, or under the bed or banks of the Waikato River;
 - (vii) deposit any substance in, on, or under the bed or banks of the Waikato River;
 - (viii) reclaim or drain the bed of the Waikato River;
 - (ix) enter onto or pass across the bed of the Waikato River;
 - (x) damage, destroy, disturb, or remove a plant or a part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the Waikato River;

- (xi) damage, destroy, disturb, or remove the habitats of plants or parts of plants, whether exotic or indigenous, in, on, or under the bed or banks of the Waikato River;
 - (xii) damage, destroy, disturb, or remove the habitats of animals or aquatic life in, on, or under the bed or banks of the Waikato River;
 - (xiii) dump any waste or other matter from any ship or aircraft in that part of the Waikato River within the coastal marine area;
 - (xiv) dump any ship or aircraft in that part of the Waikato River within the coastal marine area;
 - (xv) occupy any land that forms part of the Waikato River within the coastal marine area;
 - (xvi) remove any sand, shingle, shell or other natural material from the bed or banks of that part of the Waikato River within the coastal marine area;
 - (xvii) occupy any part of the Waikato River within the coastal marine area for the purpose of an aquaculture activity;
 - (xviii) the use of or activities on the surface of the water in that part of the Waikato River within the coastal marine area; and
- (b) applications to a relevant territorial authority for resource consent for the use of or activities on the surface of the water in the Waikato River;

8.4.19 the Waikato Raupatu River Trust and the local authority will each bear their respective costs in carrying out the matters provided for in clause 8.4.16;

Process for finalising joint management agreement

8.4.20 within 30 business days of the settlement date the Waikato Raupatu River Trust and each local authority will convene a joint committee to commence the process for finalising the joint management agreement;

8.4.21 the Waikato Raupatu River Trust and the local authority will work together in a positive and constructive manner to finalise the joint management agreement within the timeframe specified in clause 8.4.1, having particular regard to the principles set out in clause 8.4.6;

8.4.22 the Waikato Raupatu River Trust and the local authority may resort to any facilitation, mediation or other process considered by the parties to be appropriate in the process of finalising the joint management agreement;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 8.4.23 no later than 14 months after the settlement date, the Waikato Raupatu River Trust and the local authority will give notice in writing to the Minister for the Environment and the Waikato Raupatu River Trust:
- (a) confirming that all matters relating to the joint management agreement have been agreed; or
 - (b) identifying that there are issues in dispute that the parties have not been able to resolve, the nature of any issue in dispute and the position of the respective parties on any issue in dispute; or
 - (c) notifying an agreement in writing under clause 8.4.1 to extend the date by which a joint management agreement will be in force;
- 8.4.24 where notice is given under clause 8.4.23(a), that notice must also specify the date upon which the joint management agreement is to come into force;
- 8.4.25 where notice is given under clause 8.4.23(b), the Minister for the Environment and the Waikato Raupatu River Trust, in consultation with the local authority, will work together to resolve any issue in dispute;
- 8.4.26 the process referred to in clause 8.4.25 may continue for a period of no more than two months, unless otherwise agreed in writing by the Minister for the Environment and the Waikato Raupatu River Trust;
- 8.4.27 where, at the expiration of the period referred to in clause 8.4.26, all matters relating to the joint management agreement have been resolved, the Waikato Raupatu River Trust and the local authority will finalise the joint management agreement and will give notice to the Minister for the Environment specifying the date upon which the joint management agreement is to come into force;
- 8.4.28 where, at the expiration of the period referred to in clause 8.4.26, there remains any issue in dispute in relation to the joint management agreement:
- (a) the Minister for the Environment will make a determination on the issue in dispute; and
 - (b) on the basis of that determination, the Waikato Raupatu River Trust and the local authority will finalise the joint management agreement and will give notice to the Minister for the Environment specifying the date upon which the joint management agreement is to come into force;
- 8.4.29 in making any determination under clause 8.4.28, the Minister for the Environment will have particular regard to the principles set out in clause 8.4.6;
- 8.4.30 the Minister for the Environment may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues in dispute between the Waikato Raupatu River Trust and the local authority;

- 8.4.31 where notice has been given under clause 8.4.23(c), not less than four months before the extended date by which a joint management agreement will be in force the Waikato Raupatu River Trust and the local authority will give notice in writing to the Minister for the Environment and the Waikato Raupatu River Trust:
- (a) confirming that:
 - (i) all matters relating to the joint management agreement have been agreed; and
 - (ii) the joint management agreement will be in force on the extended date; or
 - (b) identifying that there are issues in dispute that the parties have not been able to resolve, the nature of any issue in dispute and the position of the respective parties on any issue in dispute;
- 8.4.32 where notice is given under clause 8.4.31(b), the Minister for the Environment and the Waikato Raupatu River Trust, in consultation with the local authority, will work together to resolve any issue in dispute and the provisions of clauses 8.4.25 to 8.4.30 will apply with any necessary modification;
- 8.4.33 the Waikato Raupatu River Trust and the local authority may agree that a joint management agreement is to come into force in stages;
- 8.4.34 at the time that notice is given of the date upon which a joint management agreement is to come into force, the Waikato Raupatu River Trust and the local authority must also provide a copy of that agreement to the Minister for the Environment;

Suspension of joint management agreement

- 8.4.35 the Waikato Raupatu River Trust and the local authority may from time to time agree in writing to suspend, in whole or in part, the operation of the joint management agreement;
- 8.4.36 in reaching any agreement under clause 8.4.35, the parties must specify the scope and duration of any such suspension;
- 8.4.37 to avoid doubt, there is no right to terminate a joint management agreement;

Waiver of rights under joint management agreement

- 8.4.38 the Waikato Raupatu River Trust may give notice in writing to the local authority from time to time that it waives any rights provided for under the joint management agreement;

- 8.4.39 in giving any notice under clause 8.4.38, the Waikato Raupatu River Trust must specify the extent and duration of any such waiver;
- 8.4.40 the Waikato Raupatu River Trust may at any time revoke a notice of waiver by notice in writing to the local authority;

Legal framework for joint management agreement

- 8.4.41 nothing in sections 36B to 36E of the Resource Management Act 1991 apply to the joint management agreement;
- 8.4.42 the performance or exercise of a function, power or duty under a joint management agreement has the same legal effect as a power, function or duty performed or exercised by a local authority;
- 8.4.43 a local authority will not use the special consultative procedure under section 83 of the Local Government Act 2002 in relation to a joint management agreement;
- 8.4.44 a joint management agreement is enforceable between the parties to it;

Extension of joint management agreement

- 8.4.45 the Waikato Raupatu River Trust and the local authority may extend the joint management agreement to cover any other functions, powers or duties as may be agreed between the parties;
- 8.4.46 in the event that the parties agree to extend the joint management agreement to cover any other functions, powers or duties:
- (a) that extended part of the joint management agreement will be subject to clauses 8.4.35 to 8.4.44 and 8.4.47 to 8.4.51; but
 - (b) despite clause 8.4.37, that extended part of the joint management agreement may be terminated in whole or in part by one party giving to the other party 20 business days notice;
 - (c) to avoid doubt, no termination under clause 8.4.46(b) will affect the remaining part of the joint management agreement;
 - (d) prior to either party exercising a right of termination under clause 8.4.46(b), the parties will work together to seek to resolve any issue in a manner consistent with the principles set out in clause 8.4.6 and the dispute resolution process contained in the joint management agreement;

Review and amendment of joint management agreement

- 8.4.47 the Waikato Raupatu River Trust and the local authority may at any time agree in writing to undertake a review of the joint management agreement;

8.4.48 where, as a result of a review, the Waikato Raupatu River Trust and the local authority agree in writing that the joint management agreement should be amended, those parties may amend the joint management agreement without further formality;

8.4.49 following an amendment to the joint management agreement, the Waikato Raupatu River Trust and the local authority will:

(a) give notice in writing of such amendment to the Minister for the Environment; and

(b) provide a copy of the amended joint management agreement to the Minister for the Environment;

Transfers, delegations and joint management agreements

8.4.50 to avoid doubt, the provisions in this clause 8.4 relating to joint management agreements do not preclude the local authority from effecting a transfer or delegation, entering into any other joint management agreement with the Waikato Raupatu River Trust under the Resource Management Act 1991, or engaging in any other co-management arrangement with the Waikato Raupatu River Trust under any legislation; and

Exercise of powers in certain circumstances

8.4.51 where a statutory power or function is affected by this joint management agreement, but a statutory timeframe for the exercise of that function or power is not able to be complied with under the joint management agreement, or an emergency situation arises, the local authority may exercise that power or function on its own account and not in accordance with the joint management agreement.

INTEGRATED RIVER MANAGEMENT PLAN

8.5 The settlement legislation will provide that:

8.5.1 an integrated river management plan is to be prepared and approved for the Waikato River and its catchment within 3 years of the settlement date;

Purpose of the integrated river management plan

8.5.2 the purpose of the integrated river management plan is to achieve an integrated approach between Waikato-Tainui, relevant Crown agencies and local authorities to the management of aquatic life, habitats and natural resources within the Waikato River consistent with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations;

Components of the integrated river management plan

- 8.5.3 the integrated river management plan will include:
- (a) a component on issues related to conservation management under the conservation legislation (**conservation component**);
 - (b) a component on issues related to fisheries management under the Fisheries Act 1996 (**fisheries component**);
 - (c) a component on issues related to the resource management, biosecurity and local government functions of the Waikato Regional Council under the Resource Management Act 1991, Biosecurity Act 1993, Local Government Act 2002 and any other relevant legislation (**regional council component**); and
 - (d) any other component agreed between the Waikato Raupatu River Trust and any appropriate agency, including territorial authorities, responsible for administering or exercising functions, power and duties under any legislation that affects the Waikato River and activities in its catchment that affect the Waikato River (**other component**);

Process for development and approval of the integrated river management plan

- 8.5.4 the integrated river management plan will be developed together by the Waikato Raupatu River Trust, relevant Crown agencies and local authorities, in a co-operative and co-ordinated manner, and in accordance with the process set out in part 6 of the schedule;
- 8.5.5 the integrated river management plan will be approved as one whole plan in the following manner:
- (a) the conservation component will be approved jointly by the Waikato Raupatu River Trust and the Minister of Conservation;
 - (b) the fisheries component will be approved jointly by the Waikato Raupatu River Trust and the Minister of Fisheries;
 - (c) the regional council component will be approved jointly by the Waikato Raupatu River Trust and the Waikato Regional Council; and
 - (d) any other component will be approved jointly by the Waikato Raupatu River Trust and any other agency;
- 8.5.6 despite clause 8.5.5, if the Waikato Raupatu River Trust and a relevant agency have not been able to agree a component of the integrated river management plan, the Waikato Raupatu River Trust and the other relevant agencies may prepare, notify or approve any components in respect of which agreement has been reached;

- 8.5.7 the integrated river management plan may be reviewed and amended from time to time, either in its entirety, or through the review and amendment of individual components, in accordance with the process set out in part 6 of the schedule;
- 8.5.8 any review of or amendment to the integrated river management plan may be initiated by agreement between Waikato-Tainui and the relevant agency;

Effect of the integrated river management plan

- 8.5.9 the effect of the integrated river management plan is as follows:
- (a) the conservation component of the integrated river management plan will be deemed to be a conservation management plan under section 17E of the Conservation Act 1987, and a freshwater fisheries management plan under section 17J of the Conservation Act 1987;
 - (b) the fisheries component of the integrated river management plan will be deemed to be a fisheries plan under section 11A of the Fisheries Act 1996;
 - (c) any local authority that is preparing, reviewing or changing a Resource Management Act planning document will have regard to the integrated river management plan; and
- 8.5.10 any other component of the integrated river management plan will have the effect agreed between Waikato-Tainui and the relevant agency.

LOCAL GOVERNMENT ACT 2002

- 8.6 Following the signing of this Deed of Settlement, the Crown will facilitate a discussion between the Waikato Raupatu River Trust and relevant local authorities on:
- 8.6.1 whether joint working parties could be established in relation to the preparatory stages of relevant functions and powers including long term council community plans and annual plans under the Local Government Act 2002; and
 - 8.6.2 identifying opportunities for the Waikato Raupatu River Trust to contribute to local authority decision-making processes in accordance with section 14(1)(d) and section 81 of the Local Government Act 2002.

REGULATIONS

- 8.7 The settlement legislation will provide:
- 8.7.1 that within 80 business days of settlement date, regulations will be made for the Waikato River and its catchment in relation to the management of fisheries subject to the Fisheries Act 1996 including:

WAIKATO-TAINUI DEED OF SETTLEMENT

- (a) provision for Waikato-Tainui to manage customary fishing through the issuing of customary fishing authorisations;
 - (b) provision for Waikato-Tainui to recommend to the Minister of Fisheries the making of bylaws restricting or prohibiting fishing; and
 - (c) provision that the Minister of Fisheries will make the bylaws recommended by Waikato-Tainui under clause 8.7.1(b), unless the Minister of Fisheries considers that an undue adverse effect on fishing would result if the proposed bylaws were made; and
- 8.7.2 for the power to make regulations for the Waikato River and its catchment for the management of aquatic life, habitats, and natural resources managed under the conservation legislation consistent with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.

PUBLIC AUTHORITIES

- 8.8 The settlement legislation will provide that the Waikato River Authority and the Waikato Raupatu River Trust are:
- 8.8.1 public authorities for the purposes of the Resource Management Act 1991; and
 - 8.8.2 public bodies for the purposes of clause 30 of schedule 7 of the Local Government Act 2002.

REFERENCES TO THE WAIKATO RIVER

- 8.9 In this part 8:
- 8.9.1 “**Waikato River**” means the Waikato River from Karapiro to Te Puuaha o Waikato, and includes the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the area marked “A” on the SO plan.
 - 8.9.2 “**catchment**” means the area marked “A” on the SO plan.

9 ACCORDS

KIINGITANGA ACCORD

- 9.1 The Crown and Waikato-Tainui acknowledge that on 22 August 2008 they entered into the Kiingitanga Accord to enhance and sustain the relationship between Waikato-Tainui, under the mana of the Kiingitanga, and the Crown.
- 9.2 The Kiingitanga Accord is collateral to this deed and its purpose is to:
- 9.2.1 oversee and protect the integrity of the agreements set out in the deed of settlement and the settlement legislation;
 - 9.2.2 affirm the commitment of the Crown and Waikato-Tainui to enter a new era of co-management over the Waikato River for the overarching purpose of restoring and protecting the health and well-being of the Waikato River for future generations;
 - 9.2.3 record and provide for those matters that must be completed to bring into effect certain instruments and agreements comprising parts of the settlement package agreed in the deed of settlement; and
 - 9.2.4 provide a framework for an enhanced relationship between the Crown and Waikato-Tainui that protects the integrity of the settlement and achieves co-management of the Waikato River.
- 9.3 The Crown and Waikato-Tainui acknowledge that at the date of this deed:
- 9.3.1 the Minister of Conservation and the Director-General of Conservation have entered into a conservation accord with Waikato-Tainui in satisfaction of the requirements of clauses 2(b) and 6 of the schedule to the Kiingitanga Accord;
 - 9.3.2 the Minister of Fisheries and the Chief Executive of the Ministry of Fisheries have entered into a fisheries accord with Waikato-Tainui in satisfaction of the requirements of clauses 2(a) and 7 of the schedule to the Kiingitanga Accord;
 - 9.3.3 the Minister for Arts, Culture and Heritage and the Chief Executive of the Ministry of Culture and Heritage have entered into a taonga tuku iho accord with Waikato-Tainui in satisfaction of clause 2(e) of the schedule to the Kiingitanga Accord;
 - 9.3.4 the Minister for Maaori Affairs and the Chief Executive of Te Puni Kookiri have entered into a Maaori affairs accord with Waikato-Tainui pursuant to clause 9.4 of the 2008 deed;

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- 9.3.5 the Board of Trustees of the New Zealand Historic Places Trust Pouhere Taonga has entered into a memorandum of understanding with Waikato-Tainui;
- 9.3.6 pursuant to clauses 9.4 of this deed and clauses 2 to 4 of the schedule to the Kiingitanga Accord the Crown will enter into further accords through the Minister for the Environment, the Minister for Land Information, the Minister of Local Government, the Minister of Agriculture, the Minister of Biosecurity, the Minister of Energy, and the Commissioner of Crown Lands; and
- 9.3.7 clauses 12.1 to 12.26 of this deed satisfy the requirements of clauses 10 to 17 of the schedule to the Kiingitanga Accord.

OTHER ACCORDS

- 9.4 The Crown and Waikato-Tainui will enter into the remaining accords provided for in the schedule to the Kiingitanga Accord. As soon as possible after the date of this deed the Crown will actively engage with Waikato-Tainui to ensure that the accords provided for in the schedule to the Kiingitanga Accord are entered into as expeditiously as possible, but no later than the settlement date.
- 9.5 The Crown acknowledges that Waikato-Tainui requested accords to be developed with a much wider range of Ministers and agencies, including key economic and social portfolios. The Crown:
- 9.5.1 will determine with Waikato-Tainui the development of further accords; and
- 9.5.2 support Waikato-Tainui to establish memoranda of understanding with local authorities and other relevant agencies.

10 RECOGNITION OF CUSTOMARY ACTIVITIES

STATUTORY AUTHORISATION FOR CUSTOMARY ACTIVITIES

10.1 The settlement legislation will provide that:

10.1.1 members of Waikato-Tainui may carry out the customary activities on the Waikato River specified in part 7 of the schedule of this deed ("**authorised customary activities**");

10.1.2 clause 10.1.1 applies despite:

- (a) sections 9 to 17 of the Resource Management Act 1991;
- (b) a rule in any regional or district plan;
- (c) the requirement for any permit or authorisation under the Reserves Act 1977;
- (d) a navigational bylaw; or
- (e) except as provided for in clause 10.5, the requirement for any permit or authorisation under any other legislation;

10.1.3 by written notice on or before 30 November each year, the Waikato Raupatu River Trust will notify the relevant local authorities and any administering bodies of relevant reserves, of the authorised customary activities that will occur in the 12 month period commencing on 1 January of the following year and the likely dates and locations of those activities ("**annual notice**");

10.1.4 upon receipt of the annual notice, the Waikato Regional Council or any relevant administering body will not grant a resource consent or permit or otherwise authorise an activity:

- (a) at the locations and on the dates specified in the annual notice; and
- (b) that would have the effect of preventing or would have a significant adverse effect on the carrying out of an authorised customary activity specified in the annual notice,

without the consent of the Waikato Raupatu River Trust;

10.1.5 by written notice as soon as is practicable but no less than 20 business days before the exercise of each authorised customary activity, the Waikato Raupatu River Trust will notify the Waikato Regional Council and any relevant administering body of the precise dates and locations on which the authorised customary activities will occur ("**confirmation notice**");

WAIKATO-TAINUI DEED OF SETTLEMENT

- 10.1.6 upon receipt of the confirmation notice and no less than 10 business days before the exercise of the authorised customary activity specified in the confirmation notice, the Waikato Regional Council and any relevant administering body will give public notice of the proposed exercise of the authorised customary activity;
- 10.1.7 no coastal occupation charge provided for in a regional coastal plan or other charge will be able to be imposed on a member of Waikato-Tainui exercising an authorised customary activity specified in a confirmation notice; and
- 10.1.8 in relation to an authorised customary activity, the Waikato Raupatu River Trust will have the right to:
- (a) determine who will be able to exercise the authorised customary activity;
 - (b) specify conditions on the exercise the authorised customary activity; and
 - (c) limit or suspend, in whole or in part, an authorised customary activity for any reason.

STATUTORY AUTHORISATION FOR CERTAIN STRUCTURES

10.2 The settlement legislation will provide that:

- 10.2.1 members of Waikato-Tainui may continue to use their traditional whitebait stands and eel weirs that exist in the Waikato River as at the date of this deed ("**authorised structures**"); and
- 10.2.2 clause 10.2.1 applies despite sections 9 to 17 of the Resource Management Act 1991 or a rule in regional or district plan.

TANGIHANGA AND HARI TUUPAAPAKU

10.3 The settlement legislation will acknowledge that:

- 10.3.1 members of Waikato-Tainui carry out on the Waikato River tribally significant tangihanga (funeral ceremonies) or hari tuupaapaku (transportation of human remains); and
- 10.3.2 the activities specified in clause 10.3.1 include:
- (a) launching and using waka and support craft; and
 - (b) erecting and using associated temporary structures including barges and temporary jetties on the Waikato River at the place of departure and at Taupiri

("Tangihanga and Hari Tuupaapaku").

10.4 The settlement legislation will provide that:

10.4.1 the activities specified in clauses 10.3.1 and 10.3.2, when approved by the Waikato Raupatu River Trust, may be carried out despite:

- (a) sections 9 to 17 of the Resource Management Act 1991;
- (b) a rule in any regional or district plan;
- (c) the requirement for any permit or authorisation under the Reserves Act 1977;
- (d) a navigational bylaw; or
- (e) except as provided for in clause 10.5, the requirement for any permit or authorisation under any other legislation; and

10.4.2 any future statutory authorisation granted by a local authority in respect of the use of the Waikato River shall be deemed to include a condition stating that where the part of the Waikato River to which the statutory authorisation relates is required by Waikato-Tainui for the purpose of Tangihanga and Hari Tuupaapaku:

- (a) the Tangihanga or Hari Tuupaapaku will take precedence over the activity covered by the statutory authorisation; and
- (b) the local authority may suspend the statutory authorisation for a period of no more than five business days if the activity covered by the statutory authorisation will prevent or have a significant adverse effect on the carrying out of the Tangihanga or Hari Tuupaapaku.

HEALTH AND SAFETY

10.5 The settlement legislation will provide that nothing in clauses 10.1 to 10.4 affects any obligation to comply with any relevant legislation in relation to health and safety and the safety of authorised structures.

PROCESS TO DEAL WITH SIGNIFICANT ADVERSE EFFECTS ON THE ENVIRONMENT

10.6 The settlement legislation will provide that:

10.6.1 clause 10.6.2 applies where the Waikato Raupatu River Trust or the Minister for the Environment considers that:

- (a) a significant adverse effect on the environment has arisen or is likely to arise from the carrying out of an authorised customary activity or the use of an authorised structure; or

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- (b) a significant adverse effect on the environment has arisen or is likely to arise that affects the ability of members of Waikato-Tainui to carry out an authorised customary activity or use an authorised structure

(“**potential effect**”); and

10.6.2 in the event that clause 10.6.1 applies:

- (a) the Waikato Raupatu River Trust or the Minister for the Environment may give notice in writing to the other party of the potential effect;
- (b) the Waikato Raupatu River Trust and the Minister will agree a process for investigating and if necessary addressing the potential effect;
- (c) the Waikato Raupatu River Trust and the Minister may seek and obtain any information considered relevant, including through the commissioning of reports, for the purpose of assessing the nature and extent of any potential effect; and
- (d) the Waikato Raupatu River Trust and the Minister will work in a constructive and timely manner to seek to address any potential effect that has arisen or is likely to arise.

STATUTORY RECOGNITION OF AUTHORISED CUSTOMARY ACTIVITIES

10.7 The settlement legislation will:

10.7.1 provide a Crown acknowledgement of:

- (a) the importance of the authorised customary activities and the use of authorised structures to Waikato-Tainui; and
- (b) the importance of the authorised customary activities and the use of the authorised structures as an integral part of the relationship of Waikato-Tainui with the Waikato River; and

10.7.2 provide that all persons exercising functions and powers under the Resource Management Act 1991 and in relation to navigational bylaws will recognise and provide for the matters set out in clauses 10.7.1(a) and (b).

JOINT MANAGEMENT AGREEMENT

10.8 The settlement legislation will provide that the joint management agreement between the Waikato Raupatu River Trust and each relevant local authority provided for in clause 8.4.1 will include a process:

10.8.1 for the parties to explore:

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- (a) whether other customary activities could be carried out by Waikato-Tainui on the Waikato River without the need for a statutory authorisation from the local authority; and
 - (b) in particular, whether other customary activities could be provided for as permitted activities in relevant regional plans or district plans;
- 10.8.2 to avoid the grant of a statutory authorisation by the Waikato Regional Council to any person in relation to whitebait stands or eel weirs that gives rise to a significant adverse effect on the use of an authorised structure by members of Waikato-Tainui;
- 10.8.3 for the Waikato Raupatu River Trust and the Waikato Regional Council to explore the potential for the Waikato Raupatu River Trust to exercise in whole or in part the functions of the harbourmaster in relation to the exercise of authorised customary activities;
- 10.8.4 for the participation of the Waikato Raupatu River Trust in the development, review and amendment of the navigational bylaws relating to the Waikato River;
- 10.8.5 for the participation of the Waikato Raupatu River Trust in the development, review and amendment of a management plan for a reserve under the Reserves Act 1977 covering part of the Waikato River, where the local authority is the administering body for that reserve;
- 10.8.6 to discuss the carrying out by the Waikato Raupatu River Trust or the local authority of activities or initiatives directed to the restoration or enhancement of the Waikato River, including but not limited to riparian planting, pest control and wetland restoration; and
- 10.8.7 for the development of appropriate protocols between the Waikato Raupatu River Trust and the local authority relating to the customary practice of placing raahui (restrictions) in relation to any part of the Waikato River.

WAIKATO-TAINUI FLORA CULTURAL HARVEST PLAN

- 10.9 The settlement legislation will provide:
 - 10.9.1 for the Waikato Raupatu River Trust and the Director-General to jointly prepare and agree a plan for the cultural harvest of flora material within conservation protected areas in the Waikato River and its catchment ("**flora cultural harvest plan**"); and
 - 10.9.2 for the flora cultural harvest plan to:
 - (a) identify sites for cultural harvest within conservation protected areas;
 - (b) identify permitted methods for and quantities of cultural harvest within those areas;

- (c) identify monitoring requirements; and
 - (d) include any other matters relevant to the cultural harvest of flora material as agreed between the Waikato Raupatu River Trust and the Director-General;
- 10.9.3 for any member of Waikato-Tainui authorised to do so by the Waikato Raupatu River Trust to harvest flora material:
 - (a) in accordance with the flora cultural harvest plan; and
 - (b) without a permit or other authorisation under the Conservation Act 1987, Reserves Act 1977 or Wildlife Act 1953;
- 10.9.4 that where the Director-General or the Waikato Raupatu River Trust identify any conservation issue arising from or affecting the harvest of flora pursuant to the flora cultural harvest plan:
 - (a) the Director-General and the Waikato Raupatu River Trust will engage for the purposes of seeking to address that conservation issue;
 - (b) the Director-General and the Waikato Raupatu River Trust will endeavour to develop solutions to address that conservation issue, which may include:
 - (i) the Director-General considering restricting the granting of other authorisations for the take of flora materials; and
 - (ii) the Director-General and the Waikato Raupatu River Trust agreeing to amend the flora cultural harvest plan;
- 10.9.5 that where the Director-General is not satisfied that any conservation issue has been appropriately addressed following the completion of the process set out in clause 10.9.4:
 - (a) the Director-General may give notice in writing to the Waikato Raupatu River Trust that the identified components of the flora cultural harvest plan are suspended; and
 - (b) from the date set out in the notice under clause 10.9.5(a), clause 10.9.3 will not apply in respect of those components of the flora cultural harvest plan that have been suspended;
- 10.9.6 that where the Director-General takes action under clause 10.9.5, the Director-General and the Waikato Raupatu River Trust will continue to engage and will seek to resolve any conservation issue so that any suspension under clause 10.9.5(a) can be revoked by the Director-General as soon as is practicable; and

10.9.7 for the Waikato Raupatu River Trust and the Director-General to review the flora cultural harvest plan from time to time as agreed between the parties, but at intervals of no more than two years from the plan coming into force, or the completion of the last review, as the case may be.

10.10 For the purposes of clause 10.9:

10.10.1 “**conservation protected area**” means:

- (a) a conservation area under the Conservation Act 1987;
- (b) a reserve administered by the Department of Conservation under the Reserves Act 1977; or
- (c) a wildlife refuge, wildlife sanctuary or wildlife management reserve under the Wildlife Act 1953;

10.10.2 “**cultural harvest**” means the take and use of flora materials for cultural purposes;

10.10.3 “**flora material**” means parts of plants harvested in accordance with the flora cultural harvest plan; and

10.10.4 “**flora**” means plants of any kind including aquatic plants, fungi, algae, lichen, angiosperms, gymnosperms, ferns, fern allies and mosses.

REGULATIONS

10.11 The settlement legislation will provide:

10.11.1 that where the regulations referred to in clause 8.7.2 provide for the use of wildlife materials or marine mammal materials for cultural purposes, then any use undertaken in accordance with those regulations will not require a permit or other authorisation under the conservation legislation, but must be consistent with those regulations; and

10.11.2 that the regulations must not permit or authorise the hunting or killing of wildlife other than in accordance with the Wildlife Act 1953.

10.12 For the purposes of clause 10.11:

10.12.1 “**wildlife**” has the same meaning as in section 2(1) of the Wildlife Act 1953; but does not include the wildlife specified in Schedules 1 and 5 of that Act;

10.12.2 “**wildlife materials**” means the body or a part of the body of dead wildlife;

10.12.3 “**marine mammal**” has the same meaning as in section 2(1) of the Marine Mammals Protection Act 1978; and

10.12.4 “**marine mammal materials**” means bone, teeth or baleen obtained from dead marine mammals that beach from time to time in the mouth of the Waikato River.

REFERENCES TO THE WAIKATO RIVER

10.13 In this part 10, “**Waikato River**” means the Waikato River from Karapiro to Te Puuaha o Waikato, and includes the Waipaa River from its junction with the Puunui River to its junction with the Waikato River, being the parts of those rivers shown as located within the area marked “A” on the SO plan.

11 REVIEW

- 11.1 The Crown and Waikato-Tainui will arrange for their representatives to meet to discuss this deed.
- 11.2 The purpose of meetings will be to:
- 11.2.1 review the measures taken under this deed and the settlement legislation; and
 - 11.2.2 consider if any action should be taken so that the integrity of the settlement is protected.
- 11.3 Participants in the meetings are to be:
- 11.3.1 five individuals nominated by Waikato-Tainui;
 - 11.3.2 the Prime Minister or nominee;
 - 11.3.3 the Minister of Finance or nominee;
 - 11.3.4 the Minister for the Environment or nominee;
 - 11.3.5 the Minister of Maaori Affairs or nominee;
 - 11.3.6 the Chairperson of Environment Waikato or nominee; and
 - 11.3.7 any other individuals that Waikato-Tainui and the Crown agree should attend a particular meeting.
- 11.4 Either the Crown or Waikato-Tainui may give a notice calling for a meeting and the meeting shall be held on a date to be agreed between the Crown and Waikato-Tainui which shall not be more than three months after the date of the notice.
- 11.5 A notice calling for a meeting shall be given so that a meeting is held within six months of the date upon which the Waikato River Authority first submits a report under clause 7.4.2(d), and subsequently within six months of each subsequent report.
- 11.6 Despite clauses 11.4 and 11.5, only one meeting shall be held in any period of twelve months.
- 11.7 The Crown and Waikato-Tainui shall conduct a review of the arrangements for those meetings 15 years after the first meeting to:
- 11.7.1 discuss whether the meetings have been successful in achieving their purpose;

- 11.7.2 whether changes to the arrangements for meetings should be made to assist with achieving their purpose; and
- 11.7.3 whether or not there is still a need to hold the meetings.

12 ARRANGEMENTS RELATING TO CERTAIN ASSETS

CROWN-OWNED RIVER-RELATED LAND

Background

- 12.1 The Kiingitanga Accord, at paragraphs 10 to 17 of the schedule, set out a process for identifying Crown-owned land adjacent to the Waikato River, including sites of significance, with a view to establishing co-management arrangements in respect of the identified land and exploring the possibility of vesting sites of significance in Waikato-Tainui if the Crown disposes of the land on which the site is located.
- 12.2 The Crown and Waikato-Tainui agree that clauses 12.4 to 12.26 give effect to the matters set out in paragraphs 10 to 17 of the schedule to the Kiingitanga Accord.
- 12.3 The arrangements in respect of the land identified under the Kiingitanga Accord process are given effect to in clauses 12.4 to 12.26 by:
- 12.3.1 vesting the fee simple estate in the agreed sites of significance in the Waikato Raupatu River Trust:
 - (a) in some cases to be managed and administered as a local purpose reserve under the Reserves Act 1977; and
 - (b) otherwise, subject to arrangements allowing the Waikato Regional Council to manage them for soil conservation and river control purposes;
 - 12.3.2 vesting other river-related land, without charge, in the Waikato Raupatu River Trust and immediately afterwards vesting that land, by way of gift from Waikato-Tainui, in the Waikato Regional Council;
 - 12.3.3 providing that if any part of the land that the Waikato Raupatu River Trust gifts to the Waikato Regional Council under clause 12.3.2 is no longer required by the Waikato Regional Council for soil conservation and river control purposes the Waikato Regional Council must in accordance with this part 12 transfer, by way of gift, that part to the Waikato Raupatu River Trust; and
 - 12.3.4 requiring the Waikato Regional Council to enter into co-management arrangements with the Waikato Raupatu River Trust in respect of the properties vested under clauses 12.3.1 and 12.3.2; and
 - 12.3.5 providing for the inclusion in the arrangements of land that is subsequently found to have been inadvertently omitted.

Definitions

12.4 In clauses 12.5 to 12.26 and in parts 8 and 9 of the schedule:

“**co-management agreement**” means the agreement to be entered into under clause 12.19;

“**Crown-owned river-related land**” means land referred to in clause 12.10;

“**encumbrance**” means a lease, tenancy, licence, licence to occupy, easement, covenant or other lawful right affecting a managed property and, in the case of a site of significance, described in the list referred to in clause 12.7.1 and existing as at the date of this deed;

“**fee simple site**” means a site of significance the description of which appears next to “Ministry for the Environment” in the first column of the table in subpart A of part 8 of the schedule;

“**managed property**” means a property described in the table in subpart A of part 9 of the schedule;

“**reserve site**” means a site of significance the description of which appears next to “Land Information New Zealand” or “Department of Conservation” in the first column of the table in subpart A of part 8 of the schedule;

“**site of significance**” means a property described in the table in subpart A of part 8 of the schedule; and

“**Waikato River**” means:

- (a) the body of water known as the Waikato River flowing continuously or intermittently from Karapiro to Te Puuaha o Waikato shown as located within the area marked “A” on the SO plan;
- (b) all tributaries, streams, and watercourses flowing into that part of the Waikato River to the extent they are within the area marked “A” on the SO plan, other than the Waipaa River south of its junction with the Puuniu River;
- (c) lakes and wetlands within the area marked “A” on the SO plan; and
- (d) the beds and banks of the water bodies described in (a) to (c) of this definition.

Sites of Significance

12.5 The settlement legislation will provide that on the settlement date:

12.5.1 the fee simple estate in the sites of significance vest in the Waikato Raupatu River Trust;

12.5.2 the reserve sites are declared together a single reserve and classified as a local purpose reserve;

12.5.3 the specific local purpose for the purpose of clause 12.5.2 is:

- (a) the protection and preservation in perpetuity of the intrinsic worth and cultural values to Waikato-Tainui of, and the preservation and enabling of public access to and along, the Waikato River; and
- (b) in particular, as a contribution to the maintenance of the natural functioning of the Waikato River:
 - (i) the protection of the habitats of the species that typify the lower Waikato River;
 - (ii) the protection of any associated archaeological and historic values; and
 - (iii) the protection of the value of the reserve as a soil conservation and river control area; and

12.5.4 despite section 16(10) of the Reserves Act 1977, the reserve created by clause 12.5.2 is named the Waikato-Tainui Whenua Raahui Reserve.

12.6 The settlement legislation will also provide for the matters set out in subpart B of part 8 of the schedule in relation to the sites of significance.

12.7 As soon as practicable after the date of this deed:

12.7.1 the Crown will provide the Waikato Raupatu River Trust with a list of all encumbrances affecting the sites of significance; and

12.7.2 the Crown will provide the disclosure information for those sites of significance in respect of which the Crown had not yet provided the information at the date of this deed.

12.7A After the date of this deed the Minister of Conservation will explore with the Waikato Raupatu River Trust the possibility of, and method of giving effect to, the revocation of the reserve created by clause 12.5.2 and the replacement of that reserve status with a declaration that the reserve sites are protected private land under section 76 of the Reserves Act 1977 subject to the terms of an agreement entered into between the Minister and the Waikato Raupatu River Trust.

12.7B The exploration of the matters set out in clause 12.7A will be subject to the arrangements contained in the accord with the Minister of Conservation and Director-General.

Managed properties

12.8 The settlement legislation will provide that on the settlement date:

12.8.1 the fee simple estate in the managed properties vests in the Waikato Raupatu River Trust;

- 12.8.2 the fee simple estate in the managed properties subsequently immediately vests in the Waikato Regional Council; and
 - 12.8.3 the vesting under clause 12.8.2 is a gift by Waikato-Tainui to the Waikato Regional Council.
- 12.9 The settlement legislation will also provide for the matters set out in subpart B of part 8 of the schedule in relation to the managed properties.
- 12.10 The Crown must procure that the Minister for Treaty of Waitangi Negotiations give advice to the Governor-General under clause 7.1 of subpart B of part 8 of the schedule from time to time and in respect of each parcel of land that the Crown and the Waikato Raupatu River Trust agree:
- 12.10.1 is part of or adjacent to or related to the Waikato River; and
 - 12.10.2 is owned by, or vested in, the Crown on the date of this deed; and
 - 12.10.3 is still owned by, or vested in, the Crown; and
 - 12.10.4 should therefore be a managed property for the purposes of this deed.

General provisions relating to sites of significance and managed properties

- 12.11 The Crown must administer and maintain each site of significance and managed property between the date of this deed and the settlement date:
- 12.11.1 in substantially the same condition, including the condition and state of title, as it is in at the date of this deed (subject to events beyond the control of the Crown); and
 - 12.11.2 in accordance with the Crown's existing management and administration practices for that site.
- 12.12 The Waikato Raupatu River Trust will not have any recourse or claim against the Crown in relation to the state or condition of a site of significance or managed property except for a breach of clause 12.11.
- 12.13 The Crown warrants to the Waikato Raupatu River Trust that:
- 12.13.1 at the date of this deed, the disclosure information comprises all the material information relating to the sites of significance that is in the Crown's records as owner; and
 - 12.13.2 where the disclosure information reveals that the sites of significance are contaminated and the Crown has not taken any steps to remedy or mitigate the contamination, the Crown is not entitled to require the Waikato Raupatu River Trust to take any steps to remedy or mitigate the contamination.
- 12.14 Except as provided in clause 12.13, the Crown gives no representation or warranty (whether express or implied) with respect to:

- 12.14.1 a site of significance or a managed property including as to its ownership, management, occupation, physical condition, fitness for use or compliance with:
- (a) any legislation including by-laws; or
 - (b) any enforcement or other notice, requisition or proceeding issued by an authority; or
- 12.14.2 the completeness or accuracy of the disclosure information relating to a site.
- 12.15 The Waikato Raupatu River Trust acknowledge that (although the Crown is not giving any representation or warranty in relation to any site of significance or a managed property except as provided in clause 12.13) the Trust had the opportunity prior to the date of this deed (in addition to being able to examine the disclosure information) to:
- 12.15.1 inspect each site of significance; and
- 12.15.2 determine its state and condition.
- 12.16 Other than as provided under this deed, the Crown is not under any duty to make arrangements for access by Waikato-Tainui to a site of significance or managed property following its vesting in the Waikato Raupatu River Trust.
- 12.17 If the boundaries of a site of significance or a managed property have not been determined sufficiently for the purpose of creating a computer freehold register, the Crown will arrange for the boundary to be determined to the appropriate standard including if necessary arranging for:
- 12.17.1 it to be surveyed; and
- 12.17.2 the survey plan to be prepared and approved (and, where applicable, deposited).
- 12.18 The Crown will pay any survey and registration costs, and any other costs agreed by the Crown and Waikato-Tainui, required to vest the site in the Waikato Raupatu River Trust or in the Waikato Regional Council.

Co-management

- 12.19 The settlement legislation will provide that:

Obligation to enter co-management agreement

- 12.19.1 no later than 12 months after the settlement date, or such later date as may be agreed between the Waikato Raupatu River Trust and the Waikato Regional Council, those parties will enter into a co-management agreement relating to:
- (a) the fee simple sites and the managed properties; and

- (b) the reserve sites for the purpose only of clause 6.1 of subpart B of part 8 of the schedule;

Scope of co-management agreement

12.19.2 the co-management agreement must contain provisions that:

- (a) further the exercise of mana whakahaere by Waikato-Tainui;
- (b) promote soil conservation and river control in a manner that is consistent with the restoration and protection of the health and wellbeing of the Waikato River for future generations;
- (c) provide appropriate protection for, and recognition of, sites of significance;
- (d) relate to the exercise of rights under clause 6.2 of subpart B of part 8 of the schedule to ensure the value of the sites of significance to Waikato-Tainui is preserved; and
- (e) promote the resolution of disputes;

Process for bringing co-management agreement into effect

12.19.3 the Waikato Regional Council and the Waikato Raupatu River Trust will work together in a positive and constructive manner to finalise the co-management agreement within the timeframe specified in clause 12.19.1;

12.19.4 the Waikato Regional Council and the Waikato Raupatu River Trust may resort to any facilitation, mediation or other process considered by them to be appropriate in the process of finalising the co-management agreement;

12.19.5 no later than 10 months after the settlement date, or such later date as may be agreed between the Waikato Raupatu River Trust and the Waikato Regional Council, those parties will give notice to the Minister for the Environment:

- (a) confirming that all matters relating to the co-management agreement have been agreed and are contained in a written document signed by the Waikato Regional Council and Waikato Raupatu River Trust; or
- (b) identifying:
 - (i) that there are issues in dispute that the parties have not been able to resolve, the nature of any issue in dispute and the position of the respective parties on any issue in dispute; and
 - (ii) the matters that nonetheless have been agreed;

12.19.6 on the date notice is given under clause 12.19.5(a), the written document becomes the co-management agreement;

- 12.19.7 where notice is given under clause 12.19.5(b), the Minister for the Environment, the Waikato Raupatu River Trust and the Waikato Regional Council will work together to resolve the issues in dispute;
- 12.19.8 the process referred to in clause 12.19.7 may continue for a period of no more than two months;
- 12.19.9 where, at the expiration of the two month period referred to in clause 12.19.8, all matters relating to the co-management agreement have been resolved and are contained in a written document signed by the Minister for the Environment, the Waikato Raupatu River Trust and the Waikato Regional Council, that document becomes the co-management agreement on the date that it is signed;
- 12.19.10 where, at the expiration of the two month period referred to in clause 12.19.8, an issue remains in dispute, the Minister must:
- (a) make a determination on the issue in dispute; and
 - (b) on the basis of that determination, sign a written document containing all matters that had been identified as agreed in clause 12.19.5(b) and all matters in dispute determined by the Minister, and
- deliver the written document to Waikato Regional Council and the Waikato Raupatu River Trust;
- 12.19.11 on the date the document is signed under clause 12.19.10 it becomes the co-management agreement; and
- 12.19.12 the co-management agreement is enforceable in accordance with its terms.

Additional properties

- 12.20 The table in part 10 of the schedule describes further properties that continue to be owned by the Crown, and that the Crown and Waikato-Tainui agree should be subject to the arrangements contained in the accord with the Minister of Conservation and Director-General.
- 12.21 During the 12 month period commencing on the date of this deed the Crown and Waikato-Tainui will seek to agree whether there are:
- 12.21.1 any other sites owned by the Crown that:
- (a) are part of or adjacent to or related to the Waikato River; and
 - (b) are owned by, or vested in, the Crown on the date of the deed; and
 - (c) are still owned by, or vested in, the Crown; and
- 12.21.2 any other sites in respect of which the Crown has a reversionary interest that are part of or adjacent to or related to the Waikato River.

12.22 During that 12 month period:

12.22.1 the Crown will explore with Waikato-Tainui and agree co-management arrangements in respect of the properties agreed under clause 12.21 as being potentially capable of being subject to co-management arrangements; and

12.22.2 the Crown will explore with Waikato-Tainui the possibility of vesting specified sites of significance located on the properties agreed under clause 12.21 if the Crown disposes of the property on which the site is located.

12.23 Where the property identified under clause 12.22.1:

12.23.1 is administered by the Department of Conservation the property will be covered by clause 12.20; and

12.23.2 is administered by Land Information New Zealand the development of the co-management arrangements for the property should be subject to the arrangements contained in the accord to be entered into with the Commissioner of Crown Lands.

12.24 In respect of sites listed as reversionary interest sites in the table in part 10 of the schedule, or the sites with a reversionary interest identified under clause 12.21.2, the Crown and Waikato-Tainui will only explore co-management arrangements if and when the reserve status is revoked.

12.25 Waikato-Tainui acknowledges that the Crown may be constrained:

12.25.1 in giving effect to co-management arrangements by the outcome of its assessment of overlapping interests and restrictions or impediments; and

12.25.2 in its consideration of the possibility of vesting sites of significance by the number, value or strategic importance of the sites.

12.26 The parties agree that clauses 12.20 to 12.25 do not apply to land covered by clauses 12.21.1 to 12.21.3 but acquired by the Crown after the date of this deed, but that the parties are not precluded from exploring whether co-management arrangements should apply to that land.

12.26A If before the date on which the Crown proposes the settlement legislation for introduction under clause 14, the Crown discovers, and notifies the Waikato Raupatu River Trust, that a fee simple site, a managed property or a property referred to in clause 12.20 was in private ownership on the date of this deed ("**private property**"), then the property is deemed to be removed from the part of the schedule in which it is described. If a private property is removed from a schedule, the Crown must explain to Waikato Raupatu River Trust how it mistakenly believed the land was Crown land and, if the property was disposed of by the Crown after 30 June 2009, give details of the date and circumstances of disposal.

DISPOSITIONS

Background Statement

12.27 The Crown and Waikato-Tainui acknowledge that:

- 12.27.1 they have different concepts and views regarding relationships with the Waikato River (which the Crown would seek to describe as including “ownership”); and
- 12.27.2 the settlement is not intended to resolve those differences and is primarily concerned with management of the Waikato River to restore and protect the health and wellbeing of the River for future generations and to recognise the special relationship of Waikato-Tainui with the Waikato River; and
- 12.27.3 references to land being owned by, or vested in, the Crown in this deed are for convenience only and do not derogate from clause 12.27.1 and 12.27.2.

Definitions

12.28 For the purpose of clause 12.29:

12.28.1 **affected owner** means:

- (a) the Crown;
- (b) a Crown entity as defined in the Crown Entities Act 2004; and
- (c) a state enterprise within the meaning of the State-Owned Enterprises Act 1986;

12.28.2 **dispose of or create a property right or interest:**

- (a) in relation to a Crown entity or state enterprise includes only activities:
 - (i) that relate to an asset held by that entity or enterprise; and
 - (ii) the nature of which are such that the entity or enterprise would either in the ordinary course, or as a result of a statutory requirement or under a statement of intent or otherwise, consult with the responsible Minister or the shareholding Ministers, as the case may be; and
- (b) does not include:
 - (i) any decision where consideration is required to be given to the vision and strategy under part 6; and
 - (ii) any decision relating to a permit under the Crown Minerals Act 1991; and

12.28.3 **Waikato River** means:

- (a) the body of water known as the Waikato River flowing continuously or intermittently from Karapiro to Te Puuaha o Waikato shown as located within the area marked "A" on the SO plan;
- (b) all tributaries, streams, and watercourses flowing into that part of the Waikato River to the extent they are within the area marked "A" on the SO plan, other than the Waipaa River south of its junction with the Puuniu River;
- (c) lakes and wetlands within the area marked "A" on the SO plan; and
- (d) the beds and banks of the water bodies described in (a) to (c) of this definition.

Restrictions on dispositions

12.29 The settlement legislation will provide that an affected owner must not dispose of or create a property right or interest in the Waikato River, or commence any statutory or other process to dispose of or create a property right or interest in the Waikato River unless the affected owner has first engaged with Waikato-Tainui in accordance with the principles described in the Kiingitanga Accord.

RIGHT OF FIRST REFUSAL OVER LEASEHOLD ESTATE IN HUNTLY POWER STATION

Definitions

12.30 For the purpose of clause 12.31:

12.30.1 **Huntly Power Station** means the leasehold estate comprised in computer interest register 74694 (South Auckland) including all lessee's fixtures and improvements;

12.30.2 **owner** means:

- (a) the registered proprietor of the Huntly Power Station on the settlement date; and
- (b) a Crown body who becomes the registered proprietor of the Huntly Power Station pursuant to a transfer under clause 12.31.1(a).

Settlement legislation

12.31 The settlement legislation will provide that:

12.31.1 where the owner proposes to transfer the Huntly Power Station, or any part of it, to any person other than:

- (a) a Crown body; or

- (b) a person who has, at the settlement date, a legal right to acquire the Huntly Power Station,

the owner shall give to the Waikato Raupatu River Trust notice of the proposed transfer setting out the price and other proposed terms of transfer and offering to transfer the Huntly Power Station to the Trust on those terms;

12.31.2 where, within two months after the date on which the Waikato Raupatu River Trust receives a notice under clause 12.31.1 from the owner (time being of the essence), the Trust:

- (a) accepts the offer set out in the notice by giving written notice of acceptance to the body; or
- (b) otherwise agrees with the owner in writing to purchase the Huntly Power Station concerned,

a contract for the sale and purchase of the Huntly Power Station shall be thereby constituted between the owner and the Trust and that contract may be enforced accordingly;

12.31.3 if, within two months after the date on which the Waikato Raupatu River Trust receives a notice under clause 12.31.1 from the owner (time being of the essence), a contract for the sale and purchase of the Huntly Power Station to which the notice relates is not constituted under clause 12.31.2, the owner:

- (a) may, at any time during the period of 2 years following the expiry of two months from the date of receipt of the notice under clause 12.31.1 by the Trust, transfer the Huntly Power Station to any person they wish on terms not more favourable to the purchaser than those set out in that notice; but
- (b) may not transfer the Huntly Power Station after the expiry of that 2-year period without first re-offering it to the Trust in accordance with clause 12.31.1, and clause 12.31.2 and this clause 12.31.3 shall apply to any such re-offer;

12.31.4 where the owner:

- (a) has offered to transfer the Huntly Power Station, or any part of it, to the Waikato Raupatu River Trust under clause 12.31.1; and
- (b) wishes to again offer the Huntly Power Station for transfer, but on terms more favourable to the purchaser than the terms of the first offer,

the owner may do so, so long as it first re-offers the Huntly Power Station for transfer on the more favourable terms to the Trust in accordance with clause 12.31.1; and clauses 12.31.2 and 12.31.3 shall apply to any such re-offer;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 12.31.5 the obligation of the owner under clauses 12.31.1-12.31.4 in respect of the Huntly Power Station, or any part of it, shall terminate on the completion of the sale of the land:
- (a) to the Waikato Raupatu River Trust; or
 - (b) in accordance with clause 12.31.1(b); or
 - (c) in accordance with clause 12.31.3,
- whichever first occurs;
- 12.31.6 nothing in this clause 12.31 affects or derogates from, and the rights created by this clause 12.31 are subject to the rights of any holders of mortgages or other securities over the Huntly Power Station provided that the owner will require any such holders of mortgages or other securities to complete and deliver to the Waikato Raupatu River Trust a deed of covenant or similar assurance in a form satisfactory to the Waikato Raupatu River Trust (acting reasonably) that the holder of any such mortgage or other securities will be bound by and will perform and observe the owner's obligations under this clause 12.31;
- 12.31.7 nothing in this clause 12.31 affects or derogates from the right of the Crown to sell or otherwise dispose of an owner, or requires the Crown to offer to the Waikato Raupatu River Trust the owner that is to be sold or otherwise disposed of;
- 12.31.8 where the Huntly Power Station, or any part of it:
- (a) becomes, under clause 12.31.2, subject to a contract for the sale and purchase; or
 - (b) is transferred (without breaching this section) to any person that is not a Crown body,
- this section shall cease to apply to the Huntly Power Station;
- 12.31.9 as soon as reasonably practicable after the settlement date, the Registrar-General shall note on the computer interest register for the Huntly Power Station, the words "Subject to section [X] of the [settlement legislation] (which provides for the interest to be offered for transfer to the Waikato Raupatu River Trust in certain circumstances)";
- 12.31.10 where the Huntly Power Station, or any part of it, is to be transferred (without breaching this clause 12.31) to any person other than a Crown body:
- (a) the transferor shall notify the chief executive of Land Information New Zealand of the transfer; and
 - (b) the chief executive shall issue to the Registrar-General a certificate stating that the land is to be so transferred;

12.31.11 on receipt of a certificate under clause 12.31.10 the Registrar-General shall delete by endorsement the words previously noted on the computer interest register for the land in accordance with clause 12.31.9; and

12.31.12 whenever the chief executive of Land Information New Zealand issues a certificate to the Registrar-General under clause 12.31.10, the Registrar-General shall send a copy of the certificate to the Waikato Raupatu River Trust.

RIGHT OF FIRST REFUSAL OVER MINING LICENCE

Definitions

12.32 For the purpose of clause 12.33:

12.32.1 **licence** means the existing privilege under the Crown Minerals Act 1991 registered under number 37152; and

12.32.2 **licence holder** means:

- (a) the holder of the licence on the settlement date; and
- (b) a Crown body to which the licence is transferred pursuant to a transfer under clause 12.33.1.

Settlement legislation

12.33 The settlement legislation will provide that:

12.33.1 where the licence holder proposes to transfer the licence to any person other than:

- (a) a Crown body; or
- (b) a person who has, at the date on which this section comes into force, a legal right to acquire the licence,

the licence holder shall give to the Waikato Raupatu River Trust notice of the proposed transfer setting out the price and other proposed terms of transfer and offering to transfer the licence to the Trust on those terms;

12.33.2 where, within two months after the date on which the Waikato Raupatu River Trust receives a notice under clause 12.33.1 from the licence holder (time being of the essence), the Trust:

- (a) accepts the offer set out in the notice by giving written notice of acceptance to the body; or
- (b) otherwise agrees with the owner in writing to purchase the licence,

a contract for the sale and purchase of the licence shall be thereby constituted between the owner and the Trust and that contract may be enforced accordingly;

12.33.3 to avoid doubt, section 89 of the Coal Mines Act 1979 continues to apply to a contract constituted under clause 12.33.2;

12.33.4 if, within two month after the date on which the Waikato Raupatu River Trust receives a notice under clause 12.33.1 from the licence holder (time being of the essence), a contract for the sale and purchase of the licence to which the notice relates is not constituted under clause 12.33.2, the licence holder:

(a) may, at any time during the period of 2 years following the expiry of two months from the date of receipt of the notice clause 12.33.1 by the Trust, transfer the licence to any person it wishes on terms not more favourable to the purchaser than those set out in that notice; but

(b) may not transfer the licence after the expiry of that 2-year period without first re-offering it to the Trust in accordance with clause 12.33.1, and clauses 12.33.2,12.33.3 and this clause 12.33.4 shall apply to any such re-offer;

12.33.5 where the licence holder:

(a) has offered to transfer the licence, to the Waikato Raupatu River Trust under clause 12.33.1;

(b) wishes to again offer the licence for transfer, but on terms more favourable to the purchaser than the terms of the first offer,

the licence holder may do so, so long as it first re-offers the licence for transfer on the more favourable terms to the Trust in accordance with clause 12.33.1, and clauses 12.33.2-12.33.4 shall apply to any such re-offer;

12.33.6 the obligation of the owner under clauses 12.33.1-12.33.5 in respect of a licence, shall terminate on the completion of the transfer of the licence:

(a) to the Waikato Raupatu River Trust; or

(b) in accordance with clause 12.33.1(b); or

(c) in accordance with clause 12.33.4,

whichever first occurs;

12.33.7 nothing in this clause 12.33 affects or derogates from, and the rights created by this section are subject to, the rights of any holders of mortgages or other charges over the licence;

12.33.8 nothing in this clause 12.33 affects or derogates from the right of the Crown to sell or otherwise dispose of an owner, or requires the Crown to offer to

the Waikato Raupatu River Trust the owner that is to be sold or otherwise disposed of; and

12.33.9 where the licence:

- (a) becomes, under clause 12.33 .2, subject to a contract for the sale and purchase; or
- (b) is transferred (without breaching this section) to any person that is not a Crown body,

this clause 12.20.9 shall cease to apply to the licence.

RELATIVITY MECHANISM

12.34 Nothing in this part 12 is to be taken into account for the purposes of the relativity mechanism under the 1995 Deed.

13 RATIFICATION OF THE SETTLEMENT AND THE WAIKATO RAUPATU RIVER TRUST

THIS DEED HAS BEEN RATIFIED

13.1 Waikato-Tainui confirms that:

13.1.1 at a meeting of Waikato-Tainui Te Kauhanganui Incorporated:

- (a) on 16 August 2008, Waikato-Tainui Te Kauhanganui resolved on behalf of Waikato-Tainui:
 - (i) to approve the proposed terms of the settlement in relation to the Waikato River between Waikato-Tainui and the Crown recorded in the 2008 deed;
 - (ii) to authorise the mandated negotiators to negotiate the final form of the deed of settlement and, subject to the approval of Te Arataura (which was given on 21 August 2008), to execute the 2008 deed for and on behalf of Te Kauhanganui, Ngaa Marae Toopu and Waikato-Tainui; and
- (b) on 28 November 2009, Waikato-Tainui Te Kauhanganui resolved on behalf of Waikato-Tainui to approve conditionally the proposed revised terms of settlement recorded in this deed;
- (c) on 8 December 2009, Te Arataura resolved:
 - (i) to approve the proposed revised terms of settlement recorded in this deed;
 - (ii) to authorise the mandated negotiators to negotiate the final form of this deed and execute this deed for and on behalf of Waikato-Tainui conditional on the approval of Te Kauhanganui.

13.2 The Crown confirms that it is satisfied with the mandate of the mandated signatories from Waikato-Tainui to sign this deed on behalf of Waikato-Tainui.

REDRESS AGREED TO BY CABINET

13.3 The Crown confirms that the redress to be provided under this deed was agreed to by Cabinet on 30 November 2009.

WAIKATO RAUPATU RIVER TRUST

- 13.4 Pursuant to the 2008 deed, Waikato-Tainui established the Waikato Raupatu River Trust by deed on 29 August 2008.
- 13.5 Following the signing of the 2008 deed, the Waikato Raupatu River Trust signed a deed of covenant under which the Waikato Raupatu River Trust agreed, among other matters, to comply with their obligations under the 2008 deed.
- 13.6 The Crown has confirmed its satisfaction that the Waikato Raupatu River Trust is:
- 13.6.1 appropriate to carry out the role given it under the 2008 deed and the settlement legislation and, in particular, provided for appropriate;
- (a) representation of, and accountability to Waikato-Tainui; and
- (b) decision-making, and dispute resolution processes; and
- 13.6.2 approved by Waikato-Tainui to carry out the role given to it under the 2008 deed.
- 13.7 Within 1 month of the date of this deed the Waikato Raupatu River Trust must sign a new deed of covenant in the form set out in part 11 of the schedule (under which the Waikato Raupatu River Trust agrees, among other matters, to comply with its obligations under this deed).
- 13.8 The settlement legislation will provide that all references to the 2008 deed in the trust deed for the Waikato Raupatu River Trust will be deemed, where appropriate, to include reference to this deed.

ROLE OF WAIKATO RAUPATU RIVER TRUST

- 13.9 Where the context admits, references to Waikato-Tainui mean references to the Waikato Raupatu River Trust acting on behalf of Waikato-Tainui.
- 13.10 The Waikato Raupatu River Trust:
- 13.10.1 confirm the agreements and acknowledgements made by Waikato-Tainui under this deed; and
- 13.10.2 agree to comply with their obligations in this deed.

14 SETTLEMENT LEGISLATION

INTRODUCTION OF SETTLEMENT LEGISLATION

- 14.1 The Crown must (subject to clause 14.2) propose a bill for introduction or a supplementary order paper amending the bill introduced under the 2008 deed, within six months (and earlier if possible) after the date of this deed.

CONTENT AND COMING INTO FORCE OF THE SETTLEMENT LEGISLATION

- 14.2 The bill proposed for introduction by the Crown, or the bill introduced under the 2008 deed amended by supplementary order paper proposed by the Crown for introduction, must:
- 14.2.1 include all matters required by this deed to be included in the settlement legislation;
 - 14.2.2 include a provision that the settlement legislation will be interpreted in a manner that best furthers the overarching purpose of the settlement and is consistent with the principles set out in the Kiingitanga Accord;
 - 14.2.3 include a provision that the settlement legislation or parts of it come into force on a date or dates to be appointed by the Governor-General by one or more Orders in Council on the advice of the Minister of Treaty of Waitangi Negotiations; and
 - 14.2.4 be in a form that:
 - (a) Waikato-Tainui has notified the Crown is satisfactory to Waikato-Tainui; and
 - (b) is satisfactory to the Crown.
- 14.3 The Crown must procure that the Minister of Treaty of Waitangi Negotiations does not advise the Governor-General to make an Order in Council under clause 14.2.3 in respect of the part or parts of the settlement legislation which implement part 16 of this deed until:
- 14.3.1 the Crown and Waikato-Tainui have agreed in writing that the matters set out in the schedule to the Kiingitanga Accord have been completed to their satisfaction; and
 - 14.3.2 the Crown has received the result of the scoping study under clause 7.18 of this deed.

WAIKATO-TAINUI TO SUPPORT SETTLEMENT AND OTHER LEGISLATION

14.4 Waikato-Tainui must support the passage through Parliament of:

14.4.1 the settlement legislation; and

14.4.2 any other legislation required to:

- (a) give effect to this deed;
- (b) achieve certainty in respect of the obligations undertaken by a party;
- (c) achieve a final and durable settlement; or
- (d) maintain the integrity of the settlement.

15 FUNDING

SIR ROBERT MAHUTA ENDOWMENT

- 15.1 Pursuant to the 2008 deed, the Crown has settled the sum of \$20,000,000 on the Waikato Raupatu River Trust.
- 15.2 The Crown and Waikato-Tainui affirm that the settlement on the Waikato Raupatu River Trust will:
- 15.2.1 support the vision of Sir Robert Mahuta for the Waikato Endowed Colleges at Hopuhopu, as an educational centre within a national and international community of scholars, providing leadership, innovation, research and scholarship in indigenous development and practices; and
 - 15.2.2 in particular, support the special focus of the Waikato Endowed Colleges on the Waikato River, including research, management practices on improving the health and wellbeing of the Waikato River, and Waikato-Tainui tribal histories associated with the Waikato River.

RIVER INITIATIVES FUND

- 15.3 Pursuant to the 2008 deed the Crown has settled the amount of \$10,000,000 on the Waikato Raupatu River Trust.
- 15.4 On the settlement date, the Crown will settle a further amount of \$40,000,000 on the Waikato Raupatu River Trust.
- 15.5 The terms of the settlement of the sums referred to in clauses 15.3 and 15.4 will require the Waikato Raupatu River Trust to apply the amounts settled for the purposes of:
- 15.5.1 cultural and environment development projects related to the Waikato River;
 - 15.5.2 enhancing the restoration and protection of the relationship of Waikato-Tainui with the Waikato River; and
 - 15.5.3 protecting and enhancing sites of significance, fisheries, flora and fauna.

CO-MANAGEMENT FUNDING

- 15.6 The Crown will settle on the Waikato Raupatu River Trust:
- 15.6.1 the sum of \$3,000,000 on the settlement date; and

WAIKATO-TAINUI DEED OF SETTLEMENT

15.6.2 further sums of \$1,000,000 on each anniversary of the settlement date up to and including the 27th anniversary of the settlement date, such annual amount to be reviewed after two years following settlement date.

15.7 The terms of the payments will require the Waikato Raupatu River Trust to apply the payments in engaging in the co-management and other arrangements under this deed and the settlement legislation.

EX GRATIA PAYMENT

15.8 Pursuant to the 2008 deed, the Crown has paid to the Waikato Raupatu Lands Trust, the sum of \$2,800,000 as a contribution to the negotiation expenses of Waikato-Tainui in finalising the 2008 deed.

RELATIVITY MECHANISM

15.9 The payments under this part 15 (including payments made pursuant to the 2008 deed) and clause 7.14 are not redress provided to Waikato-Tainui in settlement of the raupatu claims and are not to be taken into account for the purpose of the relativity mechanism under the 1995 Deed.

16 SETTLEMENT

THE RAUPATU CLAIMS RELATING TO THE WAIKATO RIVER ARE SETTLED

16.1 Waikato-Tainui agrees that, on and from the settlement date:

16.1.1 the raupatu claims are settled; and

16.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the raupatu claims; and

16.1.3 the settlement is final.

THE SETTLEMENT DOES NOT AFFECT CERTAIN RIGHTS, ACTIONS OR DECISIONS

16.2 Without derogating from the statement of differences between the Crown and Waikato-Tainui as to “ownership” of the Waikato River set out in clause 12.27:

16.2.1 nothing in this deed or the settlement legislation:

- (a) extinguishes or limits any aboriginal title, or customary rights, that Waikato-Tainui may have;
- (b) is, or implies, an acknowledgement by the Crown that any aboriginal title, or any customary right, exists;
- (c) affects a right that Waikato-Tainui or the Crown may have, including a right arising:
 - (i) according to tikanga or custom law; or
 - (ii) from the Treaty of Waitangi or its principles; or
 - (iii) under legislation; or
 - (iv) at common law (including in relation to aboriginal title or customary law); or
 - (v) from a fiduciary duty; or
 - (vi) otherwise; and

16.2.2 except as provided in this deed or settlement legislation, nothing in this deed or settlement legislation:

- (a) is intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims; or
- (b) affects any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 16.2.2(a), including:
 - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - (ii) the Fisheries Act 1996; or
 - (iii) the Maori Fisheries Act 2004; or
 - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.

**ACKNOWLEDGEMENTS AND SETTLEMENT LEGISLATION
CONCERNING SETTLEMENT AND ITS FINALITY**

16.3 Waikato-Tainui acknowledges and agrees that the settlement legislation will, with effect from the settlement date, provide:

16.3.1 for the matters set out in clauses 16.1 and 16.2; and

16.3.2 that the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:

- (a) this deed;
- (b) the settlement legislation;
- (c) the raupatu claims; and
- (d) the redress,

(but that jurisdiction is not removed in respect of the interpretation and implementation of this deed or the settlement legislation);

16.3.3 that sections 27A to 27C of the State-Owned Enterprises Act 1986 no longer apply to the memorialised lands.

16.4 The settlement legislation will provide that:

16.4.1 the chief executive of Land Information New Zealand must issue to the Registrar-General of Land one or more certificates that identify each computer register that contains memorialised lands;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 16.4.2 the chief executive of Land Information New Zealand must issue a certificate under clause 16.4.1 as soon as reasonably practicable after the settlement date;
- 16.4.3 each certificate must state the section of the settlement legislation that it is issued under; and
- 16.4.4 the Registrar-General of Land must, as soon as is reasonably practicable after receiving a certificate referred to in clause 16.4.2:
- (a) register the certificate against each certificate of title or computer freehold register identified in the certificate; and
 - (b) cancel each memorial under sections 27A to 27C of the State Owned Enterprises Act 1986 that is entered on a computer register identified in the certificate.
- 16.5 Waikato-Tainui acknowledges that:
- 16.5.1 some parcels of land described in schedule 2 to the 1995 Act will remain subject to sections 27A to 27C of the State-Owned Enterprises Act 1986 after the settlement date; and
- 16.5.2 clause 16.3.2 prevents Waikato-Tainui, and any representative entity, from making any claim in respect of those parcels of land.

ACKNOWLEDGEMENTS CONCERNING THE CLAIMS OF OTHER RIVER IWI

- 16.6 Waikato-Tainui and the Crown agree that this deed and the settlement legislation settle only the raupatu claims of Waikato-Tainui, and do not settle or affect any other historical Treaty claims that relate to the Waikato River and its catchment by other groups or individuals.
- 16.7 The Crown acknowledges that other iwi may have differing views than Waikato-Tainui and those views will be reflected in their respective settlements.
- 16.8 Clauses 16.6 and 16.7 do not permit the Crown to enter into a settlement that adversely affects the rights of Waikato-Tainui under this deed or the settlement legislation.

OTHER ACKNOWLEDGMENTS

- 16.9 Waikato-Tainui and the Crown acknowledge that:
- 16.9.1 the negotiations resulting in this deed have been conducted in good faith and in a spirit of co-operation and compromise; and
- 16.9.2 it is not possible:

WAIKATO-TAINUI DEED OF SETTLEMENT

- (a) to assess the loss and prejudice suffered by Waikato-Tainui as a result of the events on which the raupatu claims are or could be based; or
- (b) to fully compensate Waikato-Tainui for all loss and prejudice suffered; and

16.9.3 the foregoing of full compensation is intended by Waikato-Tainui to contribute to the development of New Zealand; and

16.9.4 the settlement is intended to enhance the ongoing relationship between Waikato-Tainui and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

16.10 Waikato-Tainui acknowledges that:

16.10.1 the Crown has acted honourably and reasonably in relation to this deed; and

16.10.2 taking all matters into consideration, some of which are specified in clause 16.9, the settlement is fair in the circumstances.

17 TAX

STATEMENT OF AGREED TAX PRINCIPLES

17.1 The parties agree that:

17.1.1 the payment, credit, or transfer of indemnified amounts by the Crown to the persons specified in this deed or the settlement legislation (**Recipients**) is made as part of the arrangements in this deed and is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; or
- (b) assessable income for income tax purposes; or
- (c) a dutiable gift for gift duty purposes; and

17.1.2 neither the Recipients, nor any person associated with a Recipient, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, credit, or transfer by the Crown of an indemnified amount; and

17.1.3 the transfer of any property under the rights of pre-emption in part 12 of this deed is intended to be a taxable supply for GST purposes and neither the exercise by the Recipient of rights to acquire such properties nor the transfer or acquisition of such properties by the Recipient is subject to indemnification for tax by the Crown under this deed; and

17.1.4 interest paid by the Crown under this deed may be income for income tax purposes and the tax treatment of such income will depend on the Recipient's status for income tax purposes and the receipt or payment of that interest is not subject to indemnification for tax by the Crown under this deed; and

17.1.5 any indemnity payment by the Crown to a Recipient is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; or
- (b) assessable income for income tax purposes.

ACKNOWLEDGEMENTS

17.2 To avoid doubt, the parties acknowledge:

17.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in clauses 17.1 and this 17.2:

- (a) apply only to the receipt by the Recipients of indemnified amounts and indemnity payments; and

WAIKATO-TAINUI DEED OF SETTLEMENT

- (b) do not apply to a subsequent dealing, distribution, payment, use, or application by a Recipient, or any other person, with or of an indemnified amount or an indemnity payment;
- 17.2.2 each obligation to be performed by the Crown in favour of the Recipients under this deed is performed without charge to, or consideration to be provided by, the Recipients or any other person;
- 17.2.3 clause 17.2.2 does not:
 - (a) extend to an obligation of the Crown in respect of the transfer of property under the rights of pre-emption in part 12 of this deed; or
 - (b) affect an obligation of the Recipient to pay the purchase price relating to that property;
- 17.2.4 without limiting clause 17.2.2, the agreement under this deed to enter into, or the entry into, granting or performance of, a covenant, easement, lease, licence or other right or obligation in relation to an indemnified amount is not consideration (for GST or any other purpose) for the transfer of the indemnified amount by the Crown to the Recipient; and
- 17.2.5 without limiting clause 17.2.2, the payment of amounts, and the bearing of costs from time to time, by the Recipient in relation to any indemnified amount (including:
 - (a) rates, charges, and fees; or
 - (b) the whole or a portion of outgoings and incomings; or
 - (c) maintenance, repair, or upgrade costs and rubbish, pest and weed control costs),is not consideration for the transfer of that indemnified amount for GST or any other purpose; and (without limiting clause 17.2.1), the payment of those amounts and the bearing of those costs is not subject to indemnification for tax by the Crown under this deed.

ACT CONSISTENT WITH TAX PRINCIPLES

- 17.3 None of Waikato-Tainui, the Recipients, or a person associated with a Recipient, or the Crown will act in a matter that is inconsistent with the principles or acknowledgements set out in clauses 17.1 and 17.2.

MATTERS NOT TO BE IMPLIED FROM TAX PRINCIPLES

- 17.4 Nothing in part 17 is intended to suggest or imply that:
 - 17.4.1 the payment, credit, or transfer of an indemnified amount, or an indemnity payment, by the Crown to the Recipients is chargeable with GST; or
 - 17.4.2 if a Recipient is a charitable trust or other charitable Recipient:
 - (a) the payments, properties, interests, rights, or assets the Recipient receives or derives from the Crown under this deed or the settlement

legislation are received or derived other than exclusively for charitable purposes; or

- (b) the Recipient derives or receives amounts other than as exempt income for income tax purposes; or

17.4.3 gift duty is imposed on any payment to, or transaction with, the Recipients under this deed or the settlement legislation.

INDEMNITY FOR GST IN RESPECT OF INDEMNIFIED AMOUNTS AND INDEMNITY PAYMENTS

Funds provided exclusive of GST

17.5 If and to the extent that:

17.5.1 the payment, credit, or transfer of a indemnified amount; or

17.5.2 an indemnity payment;

by the Crown to the Recipients is chargeable with GST, the Crown must, in addition to the payment, credit, or transfer of the amount or the indemnity payment, pay the Recipients the amount of GST payable in respect of the amount or the indemnity payment.

INDEMNIFICATION

17.6 If and to the extent that:

17.6.1 the payment, credit, or transfer of an indemnified amount; or

17.6.2 an indemnity payment;

by the Crown to the Recipients is chargeable with GST, and the Crown does not pay the Recipients an additional amount equal to that GST at the time the amount is paid, credited, or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the Recipients for that GST within 10 business days of that demand.

INDEMNITY FOR INCOME TAX IN RESPECT OF INDEMNIFIED AMOUNTS AND INDEMNITY PAYMENTS

17.7 The Crown agrees to indemnify the Recipients, against any income tax that the Recipients are liable to pay if and to the extent that receipt of:

17.7.1 the payment, credit, or transfer of an indemnified amount; or

17.7.2 an indemnity payment;

from the Crown is treated as, or as giving rise to, assessable income of the Recipients for income tax purposes and the Crown will, on demand in writing, make the indemnity payment within 10 business days of that demand.

INDEMNITY FOR GIFT DUTY IN RESPECT OF INDEMNIFIED AMOUNTS

- 17.8 The Crown agrees to pay, and to indemnify the Recipients against any liability that the Recipients has in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of the payment, credit, or transfer by the Crown to the Recipients of an indemnified amount.

DEMANDS FOR INDEMNIFICATION

Notification of indemnification event

- 17.9 Each of:

17.9.1 the indemnified parties; and

17.9.2 the Crown;

shall give notice to the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which an indemnified party is or may be entitled to be indemnified by the Crown for or in respect of tax under this part.

HOW DEMANDS ARE MADE

- 17.10 Demands for indemnification for tax by an indemnified party in accordance with this part shall be made by the indemnified party in accordance with the provisions of clauses 17.11 and 17.12 and may be made at any time, and from time to time, after the settlement date.

WHEN DEMANDS ARE TO BE MADE

- 17.11 Except:

17.11.1 with the written agreement of the Crown; or

17.11.2 if this deed provides otherwise;

no demand for payment by way of indemnification for tax under this part may be made by an indemnified party more than 20 business days before the due date for payment by the indemnified party of the applicable tax (whether such date is specified in an assessment, is a date for the payment of provisional tax, or otherwise).

EVIDENCE TO ACCOMPANY DEMAND

- 17.12 Without limiting clause 17.10, a demand for indemnification by an indemnified party under this part must be accompanied by:

17.12.1 appropriate evidence (which may be notice of proposed adjustment, assessment, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or tax that the indemnified party claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this deed; and

17.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

REPAYMENT OF AMOUNT ON ACCOUNT OF TAX

17.13 If payment is made by the Crown on account of tax to an indemnified party or to the Commissioner of Inland Revenue (for the account of an indemnified party) and it is determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that an indemnified party:

17.13.1 has retained the payment (which, to avoid doubt, includes a situation where the indemnified party has not transferred the payment to the Inland Revenue Department but has instead paid, applied, or transferred the whole or any part of the payment to any other person or persons); or

17.13.2 has been refunded the amount of the payment by the Inland Revenue Department; or

17.13.3 has had the amount of the payment credited or applied to its account with the Inland Revenue Department;

the indemnified party shall repay the applicable amount to the Crown free of any set-off or counterclaim by the indemnified party.

PAYMENT OF AMOUNT ON ACCOUNT OF TAX

17.14 The indemnified parties shall pay to the Inland Revenue Department any payment made by the Crown to the indemnified parties on account of tax, on the later of:

17.14.1 the "due date" for payment of that amount to the Inland Revenue Department under the applicable tax legislation; or

17.14.2 the next business day following receipt by the indemnified parties of that payment from the Crown.

PAYMENT OF COSTS

17.15 The Crown will indemnify the indemnified parties against any reasonable costs incurred by the indemnified parties or for actions undertaken by the Recipients at the Crown's direction, in connection with:

17.15.1 any demand for indemnification of the indemnified parties under or for the purposes of this part; and

17.15.2 any steps or actions taken by the indemnified parties in accordance with the Crown's requirements under clause 17.17.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

17.16 Where any liability arises to the Crown under this part, the following provisions also apply:

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- 17.16.1 if the Crown so requires and gives an indemnified party notice of that requirement, the Crown may, instead of payment of the requisite amount on account of tax, pay that amount to the Commissioner of Inland Revenue (such payment to be effected on behalf, and for the account, of the indemnified party); and
- 17.16.2 subject to an indemnified party being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense, or liability, or any tax which it may suffer, incur, or be liable to pay, the Crown may, by notice to the indemnified party, require the indemnified party to:
- (a) take into account any right permitted by any relevant law to defer the payment of any tax; and/or
 - (b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment, or assessment for tax, where expert legal tax advice indicates that it is reasonable to do so; and
- 17.16.3 the Crown reserves the right to:
- (a) nominate and instruct counsel on behalf of the indemnified parties whenever it exercises its rights under clause 17.16.2; and
 - (b) recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

- 17.17 If the Crown requires, the indemnified parties will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the indemnified parties and/or any other person) of an application for a non-binding or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the payment, credit, or transfer of indemnified amounts or other amounts.

DEFINITIONS AND INTERPRETATION

- 17.18 In the interpretation of this part 17, a reference to the **payment, credit, transfer, or receipt** of an amount (or any equivalent wording) includes a reference to the payment, credit, transfer, or receipt of any part (or the applicable part) of the amount.

WAIKATO-TAINUI RESPONSIBILITY

- 17.19 If this part 17 imposes an obligation on an indemnified party, Waikato-Tainui shall take all reasonable and practicable steps available to Waikato-Tainui to procure the performance by the indemnified party of that obligation.

18 CONDITIONS AND TERMINATION

THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

- 18.1 This deed, and the settlement, are conditional on:
- 18.1.1 the ratification of this deed by Te Kauhanganui on behalf of Waikato-Tainui;
 - 18.1.2 the Waikato Raupatu River Trust signing the deed of covenant; and
 - 18.1.3 the settlement legislation coming into force.

DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

- 18.2 This deed, until it becomes unconditional:
- 18.2.1 is entered into on a “without prejudice” basis; and
 - 18.2.2 in particular, may not be used as evidence in any proceedings before, or presented to, any Court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the interpretation and/or enforcement of this deed).

SOME PROVISIONS NOT CONDITIONAL

- 18.3 Part 9 and clauses 7.20, 12.7, 12.20 to 12.26, 13.7 and 14.1 of this deed are (despite clause 18.1) binding from the date of this deed.
- 18.4 Without limiting clause 18.3, the Kiingitanga Accord is binding from the date of its signing.

TERMINATION OF THIS DEED

- 18.5 Either party may terminate this deed, by notice to the other party, if clause 18.1 is not satisfied within 24 months after the date of this deed.

EFFECT OF NOTICE OF TERMINATION

- 18.6 If this deed is terminated:
- 18.6.1 this deed, and the settlement, will be at an end; and
 - 18.6.2 neither party will have any rights or obligations under this deed, except that the rights and obligations of the parties under clause 18.2 shall continue.

19 MISCELLANEOUS

RULE AGAINST PERPETUITIES

19.1 The settlement legislation will provide that:

19.1.1 neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964:

(a) prescribes or restricts the period during which:

(i) the Waikato Raupatu River Trust and the Waikato River Clean-up Trust may exist in law; or

(ii) the Waikato Raupatu River Trust and the trustee of the Waikato River Clean-up Trust, in its capacity as trustee, may hold or deal with property (including income from property); or

(b) applies to a document entered into to give effect to this deed if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective; and

19.1.2 if, however, the Waikato Raupatu River Trust or the Waikato River Clean-up Trust is or becomes a charitable trust, the application (if any) of the rule against perpetuities or of any relevant provisions of the Perpetuities Act 1964 must be determined under the general law.

NOTICES

19.2 The provisions of this clause apply to notices under this deed:

Notices to be signed

19.2.1 the party giving a notice must sign it;

Notices to be in writing

19.2.2 a notice to a party must be in writing addressed to that party at that party's address or facsimile number;

Addresses for notice

19.2.3 until any other address or facsimile number of a party is given by notice to the other party, they are as follows:

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CROWN:

C/- The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
(PO Box 2858)
WELLINGTON

Facsimile No: 04 473 3482

WAIKATO-TAINUI:

C/- The Chair of Te Arataura
451 Old Taupiri Road
Hopuhopu
Private Bag 542
Ngaruawahia

Facsimile No: 07 824 5667

Delivery

19.2.4 delivery of a notice may be made:

- (a) by hand;
- (b) by post with pre-paid postage; or
- (c) by facsimile;

Timing of delivery

19.2.5 notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

19.2.6 if a notice is treated as having been received on a day that is not a business day, or after 5pm on a business day, that notice will (despite clause 19.2.5) be treated as having been received the next business day.

AMENDMENT

19.3 This deed may not be amended unless the amendment is in writing and signed by, or on behalf of, Waikato-Tainui and the Crown.

ENTIRE AGREEMENT

19.4 This deed and the Kiingitanga Accord:

WAIKATO-TAINUI DEED OF SETTLEMENT

19.4.1 constitute the entire agreement between the parties in relation to the matters referred to in them; and

19.4.2 supersede all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between Waikato-Tainui, any representative entity and the Crown relating to the raupatu claims (including the terms of negotiation, and the agreement in principle but not Te Tiriti o Waitangi/the Treaty of Waitangi).

NO WAIVER

19.5 A failure, delay or indulgence by either party in exercising a power or right under or arising from this deed shall not operate as a waiver of that power or right.

19.6 A single, or partial, exercise of a power or right under or arising from this deed shall not preclude further exercises of that power or right or the exercise of another power or right.

NO ASSIGNMENT

19.7 Except as expressly provided in this deed or a document entered into under this deed, neither party may transfer or assign any rights or obligations under or arising from this deed.

2008 DEED

19.8 The 2008 deed is superceded by the terms of this deed and neither party has a claim against the other in respect of the 2008 deed.

20 DEFINITIONS AND INTERPRETATION

DEFINITIONS

Waikato-Tainui

20.1 In this deed, **Waikato-Tainui** has the meaning given to “**Waikato**” in clause 34 of the 1995 deed.

Raupatu claims relating to the Waikato River

20.2 In this deed, **raupatu claims**:

20.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Waikato-Tainui, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:

- (a) is, or is founded on, a right arising:
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including in relation to aboriginal title or customary law); or
 - (iv) from a fiduciary duty; or
 - (v) otherwise; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992:
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and
- (c) relates to the Waikato River and its catchment;

20.2.2 includes those parts of the Wai 30 claim to the Waitangi Tribunal relating to the Waikato River (being the claims set out in paragraphs A1-5 of the statement of claim dated 16 March 1987); but

20.2.3 does not include:

WAIKATO-TAINUI DEED OF SETTLEMENT

- (a) a claim that a member of Waikato-Tainui, or a marae, Whaanau, or hapuu of Waikato-Tainui, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not within the definition of Waikato-Tainui; or
- (b) any excluded claim described in subsection 8(2) of the 1995 Act other than those parts of the Wai 30 claim described in clause 20.2.2; or
- (c) a claim that a representative entity may have to the extent that claim is, or is based on, a claim referred to in clause 20.2.3(a) or (b).

20.3 Clause 20.2.1 is not limited by clause 20.2.2.

Other defined terms

20.4 In this deed, unless the context requires otherwise:

1995 Act means the Waikato Raupatu Claims Settlement Act 1995;

1995 deed means the deed of settlement between the Crown and Waikato dated 22 May 1995;

2008 deed means the deed of settlement between the Crown and Waikato-Tainui dated 22 August 2008;

appointer means in respect of a member of the Waikato River Authority, the Minister or iwi authority with power to appoint a person under part 3 of the schedule;

business day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (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; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Auckland;

conservation legislation means the Conservation Act 1987 and the other Acts listed in the first schedule to that Act;

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

Crown body means the Crown, a Crown entity (as defined in the Crown Entities Act 2004), a State enterprise, or any company that is wholly owned by a Crown entity or State enterprise;

date of this deed means the date this deed is signed by the parties;

deed of covenant means the deed of covenant on the terms set out in part 11 of the schedule;

Director-General means the Director-General of Conservation;

disclosure information means, in respect of a site of significance, information:

- (a) delivered by the Crown to the Waikato Raupatu River Trust before the date of this deed; or
- (b) delivered under clause 12.7.2;

district plan has the meaning given to it in section 2(1) of the Resource Management Act 1991 and includes a proposed district plan within the meaning of proposed plan as defined in section 43AAC of that Act;

financial year means the period of 1 year commencing on 1 July in each calendar year;

gift duty means gift duty imposed under the Estate and Gift Duties Act 1968 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of gift duty;

GST means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of goods and services tax;

Guardians establishment committee means the committee described in clause 6.1;

Huntly Power Station has the meaning given to it by clause 12.30.1 for the purpose of clause 12.31;

income has the meaning given to that term in section YA 1 of the Income Tax Act 2007;

income tax means income tax imposed under the Income Tax Act 2007 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax;

indemnified amount means each of:

- (a) any and all of the money, property or rights settled on the Waikato River Clean-up Trust as set out in part 7 of this deed;
- (b) any and all of the money, property or rights settled on the Waikato Raupatu River Trust as set out in parts 12 and 15 of this deed; and
- (c) any and all rights of pre-emption granted to the Waikato Raupatu River Trust as set out in part 12 of this deed;

indemnified party means a party entitled to be indemnified by the Crown under part 17 of this deed;

indemnity payment means any indemnity payment made by the Crown under or for the purposes of part 17, and **indemnify**, **indemnification** and **indemnity** have a corresponding meaning;

integrated river management plan means the management plan prepared and approved under clause 8.5;

Kiingitanga Accord means the accord referred to in clause 9.1;

licence has the meaning given to it by clause 12.32.1 for the purpose of clause 12.33;

licence holder has the meaning given to it by clause 12.32.2 for the purpose of clause 12.33;

LINZ means Land Information New Zealand;

local authority has the meaning given to it in section 2(1) of the Resource Management Act 1991;

mandated signatories means the signatories of Waikato-Tainui to this deed;

memorialised lands means the titles to the land described in schedule 2 to the 1995 Act, other than to the land described as item 3 in that schedule;

notice means a notice in writing given under clause 19.2; and **notify** has a corresponding meaning;

parties means Waikato-Tainui and the Crown;

payment includes the transfer or making available of cash amounts as well as to the transfer of non cash amounts;

Recipients or Recipient has the meaning given to it in clause 17.1.1 for the purposes of part 17;

redress means the redress summarised in clause 3.2;

regional plan has the meaning given to it in section 2(1) of the Resource Management Act 1991, and includes a proposed regional plan within the meaning of proposed plan as defined section in 43AAC of that Act;

representative entity means:

- (a) the Waikato Raupatu River Trust; and
- (b) a person (including trustees) acting for or on behalf of any individual, hapuu, whaanau or marae within the definition of Waikato-Tainui;

Resource Management Act planning document means, as the context requires:

- (a) a regional policy statement;
- (b) a regional plan;
- (c) a district plan; and/or
- (d) includes a proposed policy statement or plan,

as those terms are defined in the Resource Management Act 1991;

schedule means the schedule to this deed;

settlement means the settlement of the raupatu claims under this deed and the settlement legislation;

settlement date means the date which is 20 business days after the date this deed becomes unconditional;

settlement legislation means the bill, or supplementary order paper, to be introduced under clause 14.1 and, where the bill, or the bill amended by the supplementary order paper, has become law, means, if the context requires, the Act resulting from the passing of that bill;

SO plan means the plans set out in part 12 of the schedule;

Te Arataura means the executive board of Waikato-Tainui Te Kauhanganui Incorporated;

transfer for the purposes of part 17 includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available;

vision and strategy means:

- (a) the vision for the Waikato River;
- (b) the objectives for the Waikato River;
- (c) the strategy for the Waikato River; and
- (d) any targets and methods included under clauses 6.4.2 and 6.13.5,

as set out in part 2 of the schedule; and includes an amendment to the vision and strategy that becomes effective under part 3 of the schedule;

Waikato Raupatu River Trust means:

- (a) the trust referred to in clause 13.4; and

- (b) where the context admits:
- (i) the board constituted by incorporation of the trustees of the trust under the Charitable Trusts Act 1957; or
 - (ii) if the trustees are not incorporated under that Act, the sole trustee or trustees for the time being of the trust in its or their capacity as trustee or trustees of the trust;

Waikato River Clean-up Trust means the trust established under clause 7.12;

Waikato River Authority means the statutory body created under part 7;

Waikato-Tainui environmental plan means the plan prepared and served under clause 8.3; and

Waikato-Tainui objectives for the Waikato River means the objectives set out in part 5; and includes any amendments to those objectives that become effective under clause 5.5.

INTERPRETATION

- 20.5 This deed shall be interpreted in a manner that best furthers the overarching purpose of the settlement and is consistent with the principles set out in the Kiingitanga Accord.
- 20.6 In the interpretation of this deed, unless the context otherwise requires:
- 20.6.1 headings appear as a matter of convenience and are not to affect the interpretation of this deed;
 - 20.6.2 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
 - 20.6.3 the singular includes the plural and vice versa;
 - 20.6.4 words importing one gender include the other genders;
 - 20.6.5 a reference to a part, clause, schedule or attachment is to a part, clause, schedule or attachment of or to this deed;
 - 20.6.6 a reference in a schedule to a clause or paragraph means a clause or paragraph in that schedule;
 - 20.6.7 a reference to legislation includes a reference to that legislation as amended, consolidated or substituted;
 - 20.6.8 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 20.6.9 an agreement on the part of two or more persons binds each of them jointly and severally;
- 20.6.10 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
- 20.6.11 a reference to this deed includes, where appropriate a reference to the Kiingitanga Accord;
- 20.6.12 a reference to a monetary amount is to New Zealand currency;
- 20.6.13 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 20.6.14 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 20.6.15 a reference to the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction any legislation, except where this deed requires the Crown to introduce settlement legislation;
- 20.6.16 where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- 20.6.17 in the event of a conflict between a provision in the main body of this deed (namely, any part of this deed except the schedules or attachments) and the schedules or attachments, then the provision in the main body of this deed prevails;
- 20.6.18 a reference to any document as set out in, or on the terms and conditions contained in, a schedule or attachment includes that document with such amendments as may be agreed in writing between Waikato-Tainui and the Crown;
- 20.6.19 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between Waikato-Tainui and the Crown;
- 20.6.20 where something is required to be done by or on a day which is not a business day, that thing must be done on the next business day after that day;
- 20.6.21 a reference to time is to New Zealand time;
- 20.6.22 a reference to the settlement legislation including a provision set out in this deed includes that provision with any amendment:
- (a) that is agreed in writing between Waikato-Tainui and the Crown; or

WAIKATO-TAINUI DEED OF SETTLEMENT

- (b) that results in a provision that is similar to that provided in this deed and does not have a material adverse effect on either of the parties;

20.6.23 a reference to a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter.

20.7 The Maaori terms used in this deed shall be interpreted as follows:

<i>Aapitihanga:</i>	Appendix
<i>ararangi:</i>	airspace
<i>arawai:</i>	water column
<i>aro ha ki te tangata:</i>	care for the people
<i>awa:</i>	river
<i>awa tupuna:</i>	ancestor river
<i>hapuu:</i>	sub tribe
<i>he rangimarie i ngaa waa katoa:</i>	of peaceful and caring nature at all times
<i>he wai oranga:</i>	it is water with healing properties
<i>ika:</i>	aquatic fisheries
<i>iwi:</i>	tribe
<i>kaitiaki:</i>	caregiver, caretaker
<i>kaumatua:</i>	elder
<i>kaumatua ake maatou i te wai o Waikato:</i>	the water of Waikato helps us throughout our nurturing and growing lives to adulthood.
<i>kaupapa:</i>	purpose
<i>kereeme:</i>	Claim
<i>Kiingitanga:</i>	King movement
<i>koinei to maatou wai kai:</i>	we use the water of Waikato for our food accompaniment

WAIKATO-TAINUI DEED OF SETTLEMENT

<i>korowai:</i>	cloak
<i>kotahitanga:</i>	unity
<i>kuia:</i>	elderly women
<i>mana:</i>	spiritual authority, protective power and prestige
<i>mana whakatau:</i>	ultimate authority
<i>manaaki i te tangata:</i>	be hospitable to the people
<i>manaakitanga:</i>	hospitality, to care for
<i>manawa:</i>	heart
<i>maania:</i>	floodplains
<i>maataapuna:</i>	River source
<i>maatauranga Maori:</i>	Maaori knowledge
<i>maunga:</i>	mountain
<i>mauri:</i>	life force, not simply its own, but also representing the life force of that of the tribes along its waterways.
<i>momo takawai:</i>	minerals
<i>motu:</i>	country
<i>ngaa awa itiiti:</i>	the little streams
<i>ngaa motu:</i>	islands
<i>nga uaua:</i>	veins
<i>oranga wairua:</i>	including spiritual healing
<i>paa:</i>	fortified site
<i>Pai Marire:</i>	prayers of faith
<i>parenga:</i>	banks
<i>puna:</i>	springs

WAIKATO-TAINUI DEED OF SETTLEMENT

<i>rangatira:</i>	leader
<i>rerenga:</i>	streams
<i>repo:</i>	wetlands
<i>roto:</i>	lakes
<i>taonga:</i>	gift/treasure (physical, metaphysical and spiritual)
<i>Te Awa o Waikato:</i>	The Waikato River
<i>Te awa tuupuna:</i>	ancestral river
<i>Te karauna:</i>	Crown
<i>te maataapuna wai o Tongariro:</i>	the headwaters of Tongariro
<i>Te Puuaha:</i>	Te Puuaha o Waikato (The mouth of the Waikato River. For the avoidance of doubt, this extends westwards from the boundary of the Coastal Marine Area as provided for in the Resource Management Act 1991, to where the River meets with the Tasman Sea in line with the western coast of New Zealand's land mass.)
<i>Te Taheke Hukahuka:</i>	The Huka Falls
<i>te wai e rere iho nei:</i>	this Water that flows towards us
<i>tikanga:</i>	tribal rules and customs
<i>tuaapapa:</i>	substratum
<i>tuakiri aa iwi:</i>	tribal identity
<i>tuna:</i>	eel
<i>tupunga ota ota:</i>	vegetation
<i>tuupuna:</i>	ancestor
<i>waikeri:</i>	waterways
<i>wehenga:</i>	tributaries

WAIKATO-TAINUI DEED OF SETTLEMENT

<i>whaiawa:</i>	riverbed
<i>whakaaetanga:</i>	recognition
<i>whakapapa:</i>	genealogy
<i>whakataukii:</i>	saying, proverb
<i>whanaungatanga:</i>	kinship relationship
<i>whakatupuranga:</i>	future generations
<i>whenu:</i>	shoulder sash
<i>whenua:</i>	land

WAIKATO-TAINUI DEED OF SETTLEMENT

SIGNED as a deed on 17 December 2009

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
in right of New Zealand by the Minister
of Treaty of Waitangi Negotiations
in the presence of

Hon Christopher Finlayson

WITNESS

Name:

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
in right of New Zealand by the
Minister of Finance only in relation to
the indemnities given in part 17
of this deed in the presence of:

Hon Simon William English

WITNESS

Name:

SIGNED for and on behalf
of **Waikato-Tainui** by
Lady Raiha Mahuta
in the presence of:

Lady Raiha Mahuta

WITNESS

Name:

SIGNED for and on behalf
of **Waikato-Tainui** by
Tukoroirangi Morgan
in the presence of:

Tukoroirangi Morgan

WITNESS

Name:

SCHEDULE TO THE DEED OF SETTLEMENT

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PART 1: VISION AND STRATEGY FOR THE WAIKATO RIVER

VISION FOR THE WAIKATO RIVER

Tooku awa koiora me oona pikonga he kura tangihia o te maataamuri

“The river of life, each curve more beautiful than the last”

Our vision is for a future where a healthy Waikato River sustains abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of the Waikato River, and all it embraces, for generations to come.

OBJECTIVES FOR THE WAIKATO RIVER

In order to realise the vision, the following objectives will be pursued:

- A. The restoration and protection of the health and wellbeing of the Waikato River.
- B. The restoration and protection of the relationship of Waikato-Tainui, with the Waikato River, including their economic, social, cultural, and spiritual relationships.
- C. The restoration and protection of the relationship of Waikato River Iwi according to their tikanga and kawa, with the Waikato River, including their economic, social, cultural and spiritual relationships.
- D. The restoration and protection of the relationship of the Waikato Region's communities, with the Waikato River, including their economic, social, cultural and spiritual relationships.
- E. The integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River.
- F. The adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River, and in particular those effects that threaten serious or irreversible damage to the Waikato River.
- G. The recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchments on the health and wellbeing of the Waikato River.
- H. The recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities.
- I. The protection and enhancement of significant sites, fisheries, flora and fauna.
- J. The recognition that the strategic importance of the Waikato River to New Zealand's social, cultural, environmental and economic wellbeing, requires the restoration and protection of the health and wellbeing of the Waikato River.

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

- K. The restoration of water quality within the Waikato River so that it is safe for people to swim in and take food from over its entire length.
- L. The promotion of improved access to the Waikato River to better enable sporting, recreational, and cultural opportunities.
- M. The application to the above of both maatauranga Maaori and latest available scientific methods.

STRATEGIES FOR THE WAIKATO RIVER

To achieve the objectives, the following strategies will be followed:

1. Ensure that the highest level of recognition is given to the restoration and protection of the Waikato River.
2. Establish what the current health status of the Waikato River is by utilising matauranga Maaori and latest available scientific methods.
3. Develop targets for improving the health and wellbeing of the Waikato River by utilising maatauranga Maaori and latest available scientific methods.
4. Develop and implement a programme of action to achieve the targets for improving the health and wellbeing of the Waikato River.
5. Develop and share local, national and international expertise, including indigenous expertise, on rivers and activities within their catchments that may be applied to the restoration and protection of the health and wellbeing of the Waikato River.
6. Recognise and protect waahi tapu and sites of significance to Waikato-Tainui and other Waikato River iwi (where they do decide) to promote their cultural, spiritual and historic relationship with the Waikato River.
7. Recognise and protect appropriate sites associated with the Waikato River that are of significance to the Waikato regional community.
8. Actively promote and foster public knowledge and understanding of the health and wellbeing of the Waikato River among all sectors of the Waikato regional community.
9. Encourage and foster a “whole of river” approach to the restoration and protection of the Waikato River, including the development, recognition and promotion of best practice methods for restoring and protecting the health and wellbeing of the Waikato River.
10. Establish new, and enhance existing, relationships between Waikato-Tainui, other Waikato River iwi (where they so decide), and stakeholders with an interest in advancing, restoring and protecting the health and wellbeing of the Waikato River.
11. Ensure that cumulative adverse effects on the Waikato River of activities are appropriately managed in statutory planning documents at the time of their review.
12. Ensure appropriate public access to the Waikato River while protecting and enhancing the health and wellbeing of the Waikato River.

PART 2: PROCESS TO REVIEW VISION AND STRATEGY

Review of Vision and Strategy

- 1 During any review of the vision and strategy, the Waikato River Authority may:
 - 1.1.1 consult with such persons and organisations as the Authority considers appropriate;
 - 1.1.2 seek any information and commission any reports as the Authority considers appropriate; and
 - 1.1.3 take any other actions that the Authority considers appropriate.
- 2 If, following the review of the vision and strategy, the Waikato River Authority considers that an amendment to the vision and strategy may be appropriate, the Waikato River Authority will prepare a draft vision and strategy and will follow the process in clauses 3 to 17 below.

Preparation of Draft Vision and Strategy

- 3 During the preparation of a draft vision and strategy, the Waikato River Authority will consult with:
 - 3.1.1 the Minister for the Environment, Minister of Conservation and Minister of Fisheries, and relevant government departments;
 - 3.1.2 relevant iwi authorities; and
 - 3.1.3 relevant local authorities.
- 4 During the preparation of a draft vision and strategy:
 - 4.1.1 the Waikato River Authority may consult with any other person or organisation; and
 - 4.1.2 may seek any information, commission any reports or take any other action considered appropriate by the Authority.

Public Notice of Draft Vision and Strategy

- 5 Once the draft vision and strategy has been prepared, the Authority will give public notice of the draft vision and strategy and call for public submissions.
- 6 The public notice under clause 5 will be by notice in a daily newspaper or newspapers circulating in the Waikato region, and by any other method that the Authority considers appropriate.

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

- 7 The Authority will ensure that the draft vision and strategy is available for public inspection at appropriate locations to facilitate public participation in the development of the vision and strategy.
- 8 The public notice identified in clause 5 must:
- 8.1.1 state that the draft vision and strategy is available for inspection at the places and times specified in the notice; and
 - 8.1.2 call upon interested persons or organisations to lodge with the Waikato River Authority submissions on the draft vision and strategy, at the place and before the date specified in the notice, being a date not less than 20 business days after the date of the public notice.
- 9 The Authority will also give notice in writing, including a copy of the draft vision and strategy, to the persons or organisations who provided comment under clauses 3 and 4, inviting those persons or organisations to provide a written submission to the Authority on the draft vision and strategy before the date specified in the public notice.
- 10 Any person or organisation may make a written submission on the draft vision and strategy at the place and before the date specified in the public notice or notice given under clause 9
- 11 A submission must include a statement as to whether the person or organisation wishes to be heard in support of that submission.

Hearing of Submissions

- 12 The Waikato River Authority will give every person or organisation who or which, in making any submission on the draft vision and strategy, asked to be heard in support of any submission a reasonable opportunity of appearing before the Authority.
- 13 The Authority must give notice in writing of not less than 10 business days to any person or organisation that has asked to be heard in support of a submission, and such notice must specify the dates, times and places of any hearings.
- 14 In hearing submissions on the vision and strategy, the Waikato River Authority may:
- 14.1.1 appoint a committee to hear submissions;
 - 14.1.2 appoint to that committee any person that the Waikato River Authority considers to be appropriately qualified to hear submissions whether or not they are a member of the Waikato River Authority;
 - 14.1.3 request any person or organisation to provide further information or evidence in support of a submission;
 - 14.1.4 commission reports, or take any other action considered appropriate by the Waikato River Authority in relation to the hearing of submissions; and
 - 14.1.5 otherwise regulate its procedures as it sees fit.

Decision on Vision and Strategy

- 15 Once the Waikato River Authority has completed the hearing and consideration of submissions, the Waikato River Authority will either:
- 15.1.1 notify the Crown and other appointers to the Waikato River Authority that it does not intend to make a recommendation that the vision and strategy be amended; or
 - 15.1.2 recommend to the Crown and other appointers to the Waikato River Authority that the vision and strategy be amended, and such a recommendation must set out in full the amended vision and strategy.
- 16 The Waikato River Authority may only make a recommendation that the vision and strategy be amended if such an amendment would be consistent with the overarching purpose of the settlement, being the restoration and protection of the health and wellbeing of the Waikato River for future generations.
- 17 In making a decision under clause 15, the Waikato River Authority must:
- 17.1.1 seek to identify all reasonably practicable options for the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
 - 17.1.2 assess those options by considering (including where practicable a quantification of the benefits and costs of each option):
 - (a) the benefits and costs of each option in terms of the present and future social, economic, environmental, and cultural well-being of the communities associated with the Waikato River; and
 - (b) the extent to which the vision and strategy would be promoted or achieved in an integrated and efficient manner by each option.
- 18 The Waikato River Authority must include in the notification or recommendation under clause 15 a report summarising its assessment under clause 17.

PART 3: WAIKATO RIVER AUTHORITY

Legal status

- 1 The settlement legislation will provide that:
 - 1.1 the Waikato River Authority is a body corporate separate from:
 - 1.1.1 its appointers, employees, and members; and
 - 1.1.2 the Waikato Regional Council and the territorial authorities referred to in clause 2.1.7.
 - 1.2 the duty of the members of the Waikato River Authority is to act to achieve the purpose of the Waikato River Authority.

Membership

- 2 The settlement legislation will provide that:

Composition of membership

- 2.1 the Waikato River Authority consists of 10 members being:
 - 2.1.1 1 member appointed by the Waikato Raupatu River Trust;
 - 2.1.2 1 member appointed by the trustees of the Te Arawa River Iwi Trust;
 - 2.1.3 1 member appointed by the Tuuwharetoa Maaori Trust Board;
 - 2.1.4 1 member appointed by the Raukawa Trust Board;
 - 2.1.5 1 member appointed by the Maniapoto Maaori Trust Board;
 - 2.1.6 1 member appointed by the Minister for the Environment in consultation with the Minister of Finance, the Minister of Local Government and the Minister of Maaori Affairs on the recommendation of the Waikato Regional Council;
 - 2.1.7 1 member appointed by the Minister for the Environment in consultation with the Minister of Finance, the Minister of Local Government and the Minister of Maaori Affairs from persons recommended by the territorial authorities (other than the Auckland Council) whose boundaries fall within, or partly within, areas A and B on the SO plan; and
 - 2.1.8 3 members appointed by the Minister for the Environment in consultation with the Minister of Finance and the Minister of Maaori Affairs;
- 2.2 in appointing members to the Waikato River Authority under clause 2.1.8, the appointing Minister:

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

- 2.2.1 may seek recommendations from persons whom the Minister considers appropriate;
- 2.2.2 must have regard to the members already appointed to the Waikato River Authority to ensure that the membership reflects a balanced mix of knowledge and experience in relation to the Waikato River; and
- 2.2.3 must ensure that at least 2 of the members appointed under clauses 2.1.6 to 2.1.8 are ordinarily resident in the Waikato Region;
- 2.3 in recommending a person for appointment as a member of the Waikato River Authority a local authority must be satisfied that the person has the skills, knowledge or experience to:
 - 2.3.1 participate effectively in the governance of the Waikato River Authority and the management of its functions; and
 - 2.3.2 to contribute to the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
- 2.4 the decision of a local authority to recommend a person for appointment as a member of the Waikato River Authority:
 - 2.4.1 does not require the local authority to undertake consultation; and
 - 2.4.2 does not have the effect of making the Waikato River Authority a council organisation or a council-controlled organisation;
- 2.5 if the Waikato Regional Council fails or omits to make a recommendation under clause 2.1.6 the appointing Minister may appoint a member who, in the opinion of the Minister:
 - 2.5.1 has a sound knowledge of the Waikato region and its communities; and
 - 2.5.2 has the skills, knowledge or experience to:
 - (a) participate effectively in the governance of the Waikato River Authority and the management of its functions; and
 - (b) contribute to the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
- 2.6 if the territorial authorities referred to in clause 2.1.7 fail or omit to make a recommendation under clause 2.1.7, the appointing Minister may appoint a member who, in the opinion of the Minister:
 - 2.6.1 has a sound knowledge of local communities associated with the Waikato River and its catchments; and
 - 2.6.2 has the skills, knowledge or experience to:

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

- (a) participate effectively in the governance of the Waikato River Authority and the management of its functions; and
- (b) contribute to the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;

Method of appointment and length of membership

- 2.7 a member is appointed by the appointer of the member giving a written or electronic notice to:
 - 2.7.1 the other appointers; and
 - 2.7.2 the Waikato River Authority;
- 2.8 a notice given under clause 2.7 must state the date on which the appointment starts;
- 2.9 a member:
 - 2.9.1 is appointed for a term of up to 3 years; and
 - 2.9.2 may be reappointed for further terms of up to 3 years each;

Cessation of membership

- 2.10 a member whose term of appointment has ended under clause 2.9.1 continues to hold office until:
 - 2.10.1 the member is reappointed; or
 - 2.10.2 the appointer of the member appoints a successor for the member;
- 2.11 a member may resign from the Waikato River Authority by giving 4 weeks' written or electronic notice to:
 - 2.11.1 the appointers; and
 - 2.11.2 the other members;
- 2.12 a member is removed as a member of the Waikato River Authority by the appointer of the member giving a written or electronic notice to:
 - 2.12.1 the other appointers; and
 - 2.12.2 the Waikato River Authority;
- 2.13 a notice given under clause 2.12 must state the date on which the appointment stops;
- 2.14 an appointer may give notice under clause 2.12 only if the appointer is satisfied that the member:
 - 2.14.1 is unable to perform the functions of office;

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

- 2.14.2 is under a legal incapacity;
 - 2.14.3 is bankrupt;
 - 2.14.4 has neglected his or her duty as a member; or
 - 2.14.5 has been guilty of misconduct;
- 2.15 clause 2.16 applies if:
- 2.15.1 a member dies;
 - 2.15.2 a member's term of appointment ends and the member is not reappointed;
 - 2.15.3 a member resigns; or
 - 2.15.4 a member is removed as a member;
- 2.16 the appointer of the member must appoint a successor to the member as soon as reasonably practicable and within 4 weeks;

Vacancies in membership

- 2.17 clause 2.17 applies if there is a vacancy in the membership of the Waikato River Authority because the appointer named in clauses 2.1.1 to 2.1.5:
- 2.17.1 has not appointed a member; or
 - 2.17.2 has not appointed a successor to a member;
- 2.18 the Waikato Raupatu River Trust may appoint an interim member until the appointer appoints a member or appoints a successor to a member;
- 2.19 the Crown must reduce its representation at meetings held while there is a vacancy to ensure that the number of members appointed under clauses 2.1.6 to 2.1.8 at meetings equals the number of members appointed under clauses 2.1.1 to 2.1.5.

Co-chairs

- 3 The settlement legislation will provide that:
- 3.1 two members of the Waikato River Authority are to be co-chairs;
 - 3.2 the appointers of members under clauses 2.1.6 to 2.1.8 must designate one of those members to be one of the co-chairs;
 - 3.3 the members appointed under clauses 2.1.1 to 2.1.5 must designate one of their number to be one of the co-chairs;
 - 3.4 a co-chair:
 - 3.4.1 holds office for a term of up to 3 years unless before his or her term as co-chair ends he or she ceases to be a member of the Waikato River Authority; and

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- 3.4.2 may hold office for further terms of up to 3 years each for so long as he or she continues to be a member of the Waikato River Authority;
- 3.5 when designating a person to be a co-chair under clauses 3.2 and 3.3 those responsible for making the designation must consider the person's knowledge, experience, and expertise relevant to:
 - 3.5.1 the functions and powers of the Waikato River Authority; and
 - 3.5.2 the role and responsibilities of co-chair of the Waikato River Authority.

Setting up meetings

- 4 The settlement legislation will provide that:
 - 4.1 the Waikato River Authority:
 - 4.1.1 must hold 4 meetings a year; and
 - 4.1.2 may hold as many more meetings as are necessary to enable the Waikato River Authority to perform its functions and exercise its powers properly;
 - 4.2 the Waikato River Authority must meet within the first 2 months of each financial year;
 - 4.3 at the initial meeting of each financial year, the Waikato River Authority must adopt a schedule of meetings for the coming year;
 - 4.4 notices of meetings must be given as follows:
 - 4.4.1 for the initial meeting of the financial year, the notice must be given at least 5 business days before it;
 - 4.4.2 once the Waikato River Authority has adopted a schedule of meetings:
 - (a) the notice must be given at least 5 business days before the first meeting on the schedule; and
 - (b) a notice to members of the schedule or a change to the schedule constitutes a notice of every meeting on the schedule or the schedule as amended;
 - 4.4.3 the co-chairs must give the notice;
 - 4.4.4 the notice must be given to each member;
 - 4.4.5 the notice must state the date, time, and place of the meeting;
 - 4.4.6 the notice must be given by hand, by post, or by an electronic means; and
 - 4.4.7 except when the Waikato River Authority is meeting to exercise its functions as trustee of the Waikato River Clean-Up Trust, notices of meetings must be published in:

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- (a) one or more daily newspapers circulating in the Waikato region; or
 - (b) one or more other newspapers that have at least an equivalent circulation in the Waikato region;
- 4.5 a member may waive the requirement of giving notice of a meeting to him or her;
- 4.6 a member may request leave of absence from a particular meeting.

At meetings

- 5 The settlement legislation will provide that:
- 5.1 the Waikato River Authority must keep and approve the minutes of its meetings;
 - 5.2 the properly kept and approved minutes are prima facie evidence of the business transacted at the meetings;
 - 5.3 a resolution of the Waikato River Authority is valid when the co-chairs certify it;
 - 5.4 a member has the right to attend any meeting, unless lawfully excluded;
 - 5.5 a member unable to attend a meeting in person may attend by way of an electronic means;
 - 5.6 the quorum for meetings is 6 members, who must include:
 - 5.6.1 at least one of the co-chairs; and
 - 5.6.2 three members appointed under clauses 2.1.1 to 2.1.5; and
 - 5.6.3 three members appointed under clauses 2.1.6 to 2.1.8;
 - 5.7 a meeting is properly constituted if a quorum is present;
 - 5.8 at least a quorum must be present during the whole of the time at which the business is transacted at the meeting;
 - 5.9 members may bring to meetings such advisers as the Waikato River Authority considers necessary to facilitate the efficient transaction of the meeting's business;
 - 5.10 except when the Waikato River Authority is meeting to exercise its functions as trustee of the Waikato River Clean-Up Trust, meetings of the Waikato River Authority must be open to the public;
 - 5.11 despite clause 5.10, the co-chairs may:
 - 5.11.1 exclude the public from any meeting, or any part of a meeting, of the Waikato River Authority:
 - (a) if attendance of the public would result in disclosure of information for which, in the opinion of the co-chairs, good reason exists for withholding the information; or

- (b) to enable the Waikato River Authority to deliberate in private;
- 5.11.2 require a member of the public to leave a meeting if, on reasonable grounds, the co-chairs believe that the behaviour of the member of the public is likely to prejudice or continue to prejudice the orderly conduct of the meeting;
- 5.12 a member of the public required to leave a meeting who refuses or fails to do so or attempts to re-enter without permission may be removed by a constable or an officer or employee of the Waikato River Authority;
- 5.13 for the purposes of clauses 5.10 to 5.12 “public” includes bona fide members of the news media.

Decision-making

- 6 The settlement legislation will provide that:
 - 6.1 members must reach decisions pursuing:
 - 6.1.1 the highest level of good faith engagement; and
 - 6.1.2 consensus decision-making;
 - 6.2 members must approach decision-making in a manner that is consistent with, and reflects, the purpose of the Waikato River Authority.

Decisions by Minister and nominated person

- 7 The settlement legislation will provide that:
 - 7.1 if the members of the Waikato River Authority are unable to reach a decision as described in clause 6.1, they must refer the matter to:
 - 7.1.1 the Minister for the Environment or another Minister nominated by the Minister for the Environment; and
 - 7.1.2 a person nominated by the members appointed under clauses 2.1.1 to 2.1.5;
 - 7.2 when referring a matter to a Minister and a nominated person under clause 7.1, the members of the Waikato River Authority must provide the Minister and the nominated person with a written statement of the matters in disagreement and the reasons for the disagreement;
 - 7.3 the Minister and the nominated person must work in good faith to resolve the matter;
 - 7.4 if the Minister and the nominated person reach agreement on a resolution of the matter, they must notify the Waikato River Authority of the recommended resolution;
 - 7.5 after receiving a recommendation under clause 7.4, the members of the Waikato River Authority must seek to resolve the matter;

- 7.6 if within 20 business days of receiving a recommendation under clause 7.4 the members of the Waikato River Authority have not resolved the matter, the recommendation becomes binding and the Waikato River Authority must give effect to it;
- 7.7 if within 30 business days of receiving a referral under clause 7.1 the Minister and the nominated person do not reach agreement on a resolution, they must advise the Waikato River Authority that the matter has not been resolved.

Members bound by decisions

- 8 The settlement legislation will provide that:
- 8.1 members are bound by the decisions and recommendations made by the Waikato River Authority and by recommendations of the Minister and the nominated person that have become binding under clause 7.6; and
- 8.2 members must not take steps to undermine the decisions and recommendations.

Validity and invalidity

- 9 The settlement legislation will provide that:
- 9.1 the appointment of a member is not invalid because of a defect in the appointment;
- 9.2 a meeting is not invalid if a member does not receive a notice of the meeting or does not receive it in time unless:
- 9.2.1 the person responsible for giving the notice is proved to have acted in bad faith or without reasonable care; and
- 9.2.2 the member concerned did not attend the meeting;
- 9.3 a meeting is not invalid if notice of the meeting is not published as required by clause 4.4.7 or is not published in time; and
- 9.4 nothing done by the Waikato River Authority is invalid because of:
- 9.4.1 a vacancy in the membership of the Waikato River Authority at the time the thing was done; or
- 9.4.2 the subsequent discovery of a defect in the appointment of a person acting as a member; or
- 9.4.3 the subsequent discovery that the person was incapable of being a member; or
- 9.4.4 a member contravenes clauses 10.1.1 or 10.1.2.

Conflict management

- 10 The settlement legislation will provide that:
- 10.1 if a member has a material interest in the performance of a function, exercise of a power or making of a decision or recommendation by the Waikato River Authority:
 - 10.1.1 the member must declare the nature of the interest:
 - (a) at a meeting of the Waikato River Authority; and
 - (b) to the co-chairs; or
 - (c) if the member is a co-chair, to the member's appointer;
 - 10.1.2 the member must not take part in any deliberations or proceedings, including any form of decision-making, concerning the matter in which the member has a material interest;
 - 10.1.3 the co-chairs, or either of them, may require the member to leave the meeting; and
 - 10.1.4 if the member does not leave the meeting, the co-chairs, or either of them, may adjourn the meeting until the member does leave;
 - 10.2 if the member contravenes clauses 10.1.1 or 10.1.2:
 - 10.2.1 his or her participation in the decision will not be counted;
 - 10.2.2 the member will not be counted in the quorum present at the meeting;
 - 10.2.3 the co-chairs must:
 - (a) as soon as practicable after becoming aware that a member has contravened clauses 10.1.1 or 10.1.2, report the contravention to the appointers; and
 - (b) record the contravention in the annual report of the Waikato River Authority;
 - 10.3 a material interest arises when a member:
 - 10.3.1 is a party to, or will derive a material financial benefit from, the transaction or matter; or
 - 10.3.2 has a material financial interest in another party to the transaction, or in a person to whom the matter directly relates; or
 - 10.3.3 is a director, officer, member, or trustee of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter; or

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- 10.3.4 is the parent, child, spouse, civil union partner, or de facto partner of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter; or
- 10.3.5 through their membership of a local authority, public body, group, organisation, or iwi has a vested interest in the subject-matter under consideration of such a nature that any decision in which the member participated would be, or would have the appearance of being, improperly influenced by that interest or connection; but
- 10.3.6 does not arise:
- (a) merely because the member is a ratepayer; or
 - (b) merely because the member is a member of a local authority; or
 - (c) merely because the member is a member of an iwi or hapuu; or
 - (d) merely because the economic, social, cultural and spiritual values of any iwi or hapuu and their relationships with the Waikato River are advanced by or reflected in:
 - i. the subject matter under consideration;
 - ii. any decision by or recommendation of the Waikato River Authority; or
 - iii. participation in the matter by the member;
- 10.4 members whose appointment was recommended by, or who are members of, a local authority are not:
- 10.4.1 disqualified from participating in any decision-making by the local authority by virtue of being a member or participating in making a decision of the Waikato River Authority;
- 10.4.2 bound by the provisions of the Local Government Act 2002 when acting or making decisions as a member of the Waikato River Authority; or
- 10.4.3 bound to consult with or seek direction from the local authority.

Administration

- 11 The settlement legislation will provide that:
- 11.1 the Crown bears the reasonable operational costs of the Waikato River Authority;
- 11.2 there shall be paid to members of the Waikato River Authority, out of money appropriated by Parliament:
- 11.2.1 fees as determined by the Minister of Finance in accordance with the fees framework; and

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- 11.2.2 in accordance with the fees framework, reimbursing allowances or actual and reasonable expenses incurred in undertaking the functions and duties of the Waikato River Authority;
- 11.3 in clause 11.2, fees framework means the framework determined by the Government from time to time for the classification and remuneration of statutory and other bodies in which the Crown has an interest;
- 11.4 a member is not entitled to compensation or any other payment or benefit if he or she ceases for any reason to be a member of the Waikato River Authority;
- 11.5 a member is not liable for anything done or omitted in good faith in the performance of the functions of the Waikato River Authority or the exercise of its powers.

Reporting and audit

- 12 The settlement legislation will provide that:
 - 12.1 no later than 4 months after the end of each financial year, the Waikato River Authority must provide a report to the appointers;
 - 12.2 the report must be signed by the co-chairs and include (but not be limited to) the following information:
 - 12.2.1 the dates and times of meetings of the Waikato River Authority that occurred during that year;
 - 12.2.2 details of any advice and recommendations made by the Waikato River Authority during that year;
 - 12.2.3 the outcomes achieved by the Waikato River Authority during that year;
 - 12.2.4 the results of monitoring carried out by the Waikato River Authority during the year;
 - 12.2.5 any other activities undertaken by the Waikato River Authority during that year;
 - 12.2.6 details (including approved and paid funding) of initiatives and activities funded during that year by the Waikato River Clean-up Trust;
 - 12.2.7 the annual financial statements of the Waikato River Authority for that year;
 - 12.2.8 the annual financial statements of the Waikato River Clean-up Trust for that year;
 - 12.2.9 for each member, the total value of fees, allowances, reimbursements or other benefits paid or payable to the member during that year;
 - 12.2.10 the Auditor-General's audit report for that year; and
 - 12.2.11 any other information that is necessary to enable an informed assessment to be made of the operations and performance of the Waikato River Authority for that year;

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- 12.3 the Waikato River Authority must publish every report;
- 12.4 no later than 6 months after the end of each financial year, the Waikato River Authority must hold an annual meeting;
- 12.5 notices of the annual meetings must be given as follows:
 - 12.5.1 to the appointers at least 10 business days before the meeting is to be held;
 - 12.5.2 by the co-chairs;
 - 12.5.3 by hand, by post, or by an electronic means;
- 12.6 notices of the annual meeting must include the annual reports and any other information that the Waikato River Authority considers the appointers may require to assess the activities of the Authority during the year in question; and
- 12.7 the Waikato River Authority 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.

Access to information

- 13 The settlement legislation will provide that:
 - 13.1 any member of the public may, without payment of a fee, inspect, during normal business hours:
 - 13.1.1 at least 2 business days before a meeting of the Waikato River Authority, copies of agendas and reports circulated to members relating to the meeting; and
 - 13.1.2 copies of minutes of a meeting or part of a meeting (not being a meeting where the public was excluded);
 - 13.2 the co-chairs of the Waikato River Authority may classify reports, minutes, documents or parts of reports, minutes or documents, or classes of document as confidential in which case they must be withheld from inspection by a member of the public;
 - 13.3 any member of the public who inspects a document may take notes and, on payment of any fee the Waikato River Authority may prescribe, obtain from the Waikato River Authority a copy of any part of a document inspected by the member of the public;
 - 13.4 any defamatory matter in a document inspected by a member of the public under clause 13.1 shall be privileged unless, in any proceedings for defamation in respect of that publication, the plaintiff proves that, in publishing the matter, the defendant was predominantly motivated by ill will towards the plaintiff;
 - 13.5 any oral statement made at any meeting of the Waikato River Authority shall be privileged, unless, in any proceedings for defamation in respect of the statement, the plaintiff proves that, in making the statement, the defendant was predominantly motivated by ill will towards the plaintiff; and

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13.6 the privilege conferred in clauses 13.4 and 13.5 is in addition to and not in substitution for or derogation of any other privilege, whether absolute or qualified, that applies, by virtue of any other enactment or rule of law, to the proceedings of the Waikato River Authority.

First steps

14 The settlement legislation will provide that:

14.1 the terms of membership of the initial members are as follows:

14.1.1 for the purposes of clauses 2.1.4 and 2.1.5, the initial members are appointed for terms of three years;

14.1.2 for the purposes of clauses 2.1.2, and 2.1.3, the initial members are appointed for terms of two years;

14.1.3 for the purposes of clause 2.1.1, the initial member is appointed for a term of 5 years;

14.1.4 for the purposes of clauses 2.1.6 and 2.1.7, the initial members are appointed for terms of two years; and

14.1.5 for the purposes of clause 2.1.8, the initial members are appointed for terms of three years;

14.2 the Waikato River Authority must have its first meeting within three months of the commencement date;

14.3 the initial co-chairs are:

14.3.1 the member appointed under clause 2.1.1; and

14.3.2 one of the members appointed under clause 2.1.8;

14.4 despite clause 3.4.1, for not less than 5 years following the commencement date the member appointed under clause 2.1.1 will be the designated co-chair under clause 3.3.

PART 4: TERMS OF WAIKATO RIVER CLEAN-UP TRUST

1 INTERPRETATION

1.1 In this part, unless the context require otherwise-

Conflict Transaction has the meaning given to it in clause 12.1.

Financial Year means the period of 1 year commencing on 1 July in each calendar year.

Insurance Policy means any policy of insurance and any policy of assurance.

Objects means the objects of the Trust described in clause 3.1.

Property means all property (whether real or personal) and includes choses in action, rights, interests and money.

River iwi means-

- (a) Waikato-Tainui; and
- (b) Maniapoto; and
- (c) Raukawa; and
- (d) Te Arawa; and
- (e) Ngaati Tuwharetoa.

Security means any share, stock, debenture, debenture stock, bond, note, option, or form of other security.

Scoping Study means the independent scoping study commissioned and funded by the Crown under the 2008 deed to:

- (a) identify rehabilitation priorities in relation to the Waikato River and the likely cost of those priority activities; and
- (b) provide useful background information to the establishment and operation of the Trust.

Tax Act means the Income Tax Act 2007.

Trust means the trust established by settlement legislation, on the terms set out in this part or otherwise specified in the settlement legislation.

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Trust Fund means the Property that is from time to time received and held by the Trustee on the terms of the Trust (whether received from the Crown or otherwise) and any growth in that Property that is from time to time held by the Trustee on the terms of the Trust.

Trustee means the Waikato River Authority.

Waikato River means the Waikato River from Te Taheke Hukahuka to Te Puuaha o Waikato, and includes the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the areas marked "A" and "B" on SO Plan 409144.

2 NAME OF TRUST

The Trust is known as the Waikato River Clean-Up Trust but the Trustee may amend or change the name by deed.

3 OBJECTS OF TRUST

3.1 The Trust is a trust for charitable purposes and the Trust Fund must be applied and used exclusively by the Trustee for projects to restore and protect the health and wellbeing of the Waikato River.

3.2 Wherever possible, the Objects are to be interpreted having adequate regard to:

(a) the vision and strategy; and

(b) the Scoping Study.

4 APPLICATION OF INCOME

4.1 The Trustee may at any time, after payment of or provision for all costs, charges and expenses of the Trustee in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust to promote or advance such of the Objects as the Trustee determines.

5 APPLICATION OF CAPITAL

5.1 The Trustee may at any time pay or apply all or any of the capital of the Trust to promote or advance such of the Objects as the Trustee determines.

6 APPLICATION FOR FUNDING

6.1 The Trustee must devise an appropriate process for inviting and dealing with applications to the Trust for funding for projects to restore and protect the health and wellbeing of the Waikato River.

6.2 Funding will be available on a contestable basis for use in projects to achieve the object of the trust that are:

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- 6.2.1 proposed by any applicants (including Waikato-Tainui, Maniapoto, Raukawa, Te Arawa , Ngaati Tuuwharetoa, other iwi, local authorities, landowners or others) furnishing to the Trustee detailed applications in such form as the trustee may from time to time require; and
- 6.2.2 considered by the Trustee under a process devised by the Trustee to ensure appropriate contestability and efficiency in allocation of the trust fund; and
- 6.2.3 approved by the Trustee after due consideration.
- 6.3 The Trustee must-
- (a) prepare an annual plan or similar strategy document that identifies priority areas for funding, consistent with the Objects; and
 - (b) identify the criteria, based on relevant factors, to be applied by the Trustee in approving or rejecting applications; and
 - (c) make public both the annual plan (or other strategy document) and the criteria.
- 6.4 The process devised by the Trustee must be designed to ensure to the extent reasonably possible:
- (a) the targeting of funding to priority areas identified by the Trustee in its annual plans; and
 - (b) preference being given to projects that achieve practical results over mere research projects;
 - (c) contestability in the allocation of funds from the Trust Fund; and
 - (d) efficiency in the allocation and use of the funds from the Trust Fund (including having particular regard to the desirability of applicants using alternative sources of funds available to applicants); and
 - (e) accountability by the applicants for the use of funds granted; and
 - (f) that adequate regard is given to the vision and strategy; and
 - (g) that adequate regard is given to the Scoping Study and any other relevant research; and
 - (h) that adequate regard is given to the extent to which projects would further iwi environmental plans, in the case of applications from iwi or applications based on maatauranga Maaori or on the mauri of the Waikato River.
- 6.5 The Trustee must devise appropriate forms or templates for applications that will ensure that the information provided by applicants to the Trustee is sufficient to enable the Trustee to make properly informed decisions by being:

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- (a) complete; and
- (b) supported by adequate technical material and other submissions and evidence; and
- (c) timely.

6.6 The Trustee must only approve an application for funding:

- (a) after due consideration; and
- (b) subject to adequate and appropriate accountability requirements being imposed on the applicant:
 - (i) for achievement of targets or milestones; and
 - (ii) for reporting back to the Trustee on the use of funds and results achieved; and
 - (iii) that do not impose unduly onerous obligations on applicants with limited infrastructure, such as marae.

6.7 In making a decision under clause 6.6, the members of the Trustee must pursue:

6.7.1 the highest level of good faith engagement; and

6.7.2 consensus decision-making.

7 FUNDING FROM NON-CROWN SOURCES

7.1 The Trustee may accept any Property donated by a person in addition to the Crown to be held on the terms of the Trust.

7.2 The Trustee must not accept a donation of any Property if the donation is subject to a condition that is inconsistent with the Objects.

8 RESETTLEMENT

The Trustee has power in its discretion to settle or resettle all or any of the capital or income or both of the Trust upon trust for the advancement or benefit of one or more of the Objects as the Trustee decides, but the settlement or resettlement-

- (a) must not breach any applicable rule against perpetuities; and
- (b) is subject to the approval of the Crown and the River iwi.

9 INVESTMENT OF TRUST FUND

9.1 The Trustee may invest all or any of the Trust Fund in any Property that is from time to time permitted by the laws of New Zealand for the investment of the funds of trusts, including full

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power to buy or otherwise acquire any Property and full power to sell or otherwise dispose of any of the Trust Fund.

9.2 The Trustee, in exercising its investment powers, must act-

- (a) prudently in accordance with the applicable provisions of Part 2 of the Trustee Act 1956 relating to prudent investment; and
- (b) having due regard to the Objects.

10 POWERS AND DISCRETIONS OF TRUSTEE

10.1 In addition to all the powers, authorities and discretions vested in the Trustee by law or by this part, the Trustee in its discretion may at all times and from time to time exercise the fullest possible powers and authorities as if it was the beneficial owner of the Trust Fund provided that each exercise by the Trustee of a power or authority is reasonably necessary or advisable in order to further the achievement of the Objects.

10.2 Without prejudice to the generality of clause 10.1, the Trustee has the powers set out in the clause 10.4 and may in its discretion exercise any one or more of those powers.

10.3 All powers and authorities and discretions that the Trustee has, including the powers in clause 10.4, may be exercised by the Trustee in its absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as it thinks fit.

10.4 The Trustee has power in accordance with clause 10.1 of this part:

- (a) to sell, call in, and convert into money or other Property the whole or any part of the Trust Fund;
- (b) to accumulate the income of the Trust Fund;
- (c) to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustee or falling due in future;
- (d) to open and maintain a bank account and to decide who will be the signatories to that account;
- (e) to raise or borrow money (either bearing or free of interest) from any person;
- (f) to secure the repayment of money borrowed and any interest on it by mortgage or charge over all or any of the Property that is part of the Trust Fund;
- (g) to apply money borrowed for any of the purposes for which the income or the capital of the Trust Fund may be applied, used or invested;
- (h) to set apart any portion of the Trust Fund:

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- (i) as a sub-trust;
- (ii) as a special endowment;
- (iii) for a special purpose;
- (iv) under any special or distinguishing name -

and the portion set apart and any accretions to it may be applied for the purpose for which it was set apart or for any other purpose authorised by this part;

- (i) to advertise the Trust and the Objects;
- (j) to seek, receive or decline conveyances, transfers, gifts, devises, donations or bequests of Property;
- (k) to obtain incorporation or registration of the Trust in accordance with any law from time to time in force relating to charitable trusts;
- (l) to appoint or engage or employ any person or company for any period:
 - (i) as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this part;
 - (ii) as an attorney or delegate for the Trustee in New Zealand or elsewhere for all or any of the purposes of the Trust;
 - (iii) as a manager or agent for or on behalf of the Trustee in all or any matters relating to the management and the control of the Trust, and any business owned by the Trustee or in which it is concerned;
 - (iv) as a secretary of the Trustee; or
 - (v) as an employee of the Trustee in all or any matters relating to the Trust;
- (m) to act upon any opinion or advice or information obtained from a person or entity referred to in paragraph (l)(i) of this clause 10.4;
- (n) to determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust in a manner conducive to the attainment of the Objects;
- (o) generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Objects; and
- (p) subject to clause 12 of this part, to pay from the income or capital of the Trust Fund any costs or expenses incurred in the course of the Trustee discharging, carrying out or exercising any of its duties and powers.

11 BENEFITS AND ADVANTAGES

11.1 Notwithstanding anything to the contrary in this Schedule (but subject to clause 11.2), no person with some control over any business carried on by, for or for the benefit of the Trust is able to direct or divert, to their own benefit or advantage an amount from the Trust, except that:

- (a) the Trustee may receive full reimbursement for all costs, charges and expenses properly incurred by the Trustee in connection with the affairs of the Trust and not met by the Crown;
- (b) the Trustee may pay reasonable and proper remuneration to any person or firm or company in return for services actually rendered to the Trust.

11.2 Clause 11.1 does not apply if and to the extent that there is an amendment to the Tax Act or any other relevant legislation that results in a person with some control over any business carried on by, for or for the benefit of the Trust being able to direct or divert an amount derived by the Trust to their own benefit or advantage without compromising the charitable tax status of the Trust.

11.3 In this clause 11:

- (a) benefit or advantage will include those benefits or advantages listed in section CW 42(8) of the Tax Act; and
- (b) person with some control over the business will include a person who has control of the types described in sections CW 42(5) to (7) of the Tax Act.

12 NO PRIVATE PECUNIARY PROFIT OF ANY INDIVIDUAL AND EXCEPTIONS

12.1 No private pecuniary profit shall be made by any person involved in this Trust, except that:

- (a) any Trustee or committee member appointed by the Trustee shall be entitled to be reimbursed out of the assets of the Trust for all expenses which he or she properly incurs in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable and proper remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) any Trustee is to be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust;

- (e) the Trustee, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by clauses 11 and 3 of this deed are strictly observed.

13 INTERESTED MEMBERS OF TRUSTEE

13.1 A conflict transaction (**Conflict Transaction**) exists for a member of the Trustee when:

- (a) the member has been, is, becomes or intends to become associated (whether as director or otherwise in a private capacity or as trustee of another trust) with any company, partnership, organisation, group or trust with which the Trustee is transacting, including in particular in relation to an application for funding; or
- (b) the interests or duty of the member in any particular matter conflicts or might conflict with his or her duty to the Trust.

13.2 However, a Conflict Transaction does not arise for a member in relation to an application for funding merely because the member is a member of an iwi that is making the application.

13.3 When a Conflict Transaction exists for a member:

- (a) the member for whom the Conflict Transaction exists must declare the nature of the conflict or the potential conflict at a meeting of the Trustee; and
- (b) the member must not take part in any deliberations or proceedings, including decision-making, relating to the Conflict Transaction; and
- (c) if the member contravenes paragraphs (a) or (b) in this clause 13.3, his or her participation will not be counted, and neither will the member be counted in the quorum present at the meeting.

13.4 When a Conflict Transaction exists for a member,-

- (a) the chair of a meeting of the Trustee may require the member to leave the meeting; and
- (b) if the member does not leave the meeting, the chair may adjourn the meeting until the member does leave.

14 EXECUTION OF DOCUMENTS

Whenever the Trustee needs to sign or attest to any deed, agreement or contract under a resolution of the Trustee, it will be sufficient for that deed, agreement or contract to be signed or attested to by-

- (a) any two or more members of the Trustee; or
- (b) an attorney, agent or other delegate validly appointed by the Trustee for the purpose of signing or attesting to that deed, agreement or contract.

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

15 COSTS AND INDEMNITY

- 15.1 In accordance with the settlement legislation, the Crown will meet the reasonable operational costs of the Trustee.
- 15.2 To the extent the Crown contribution to the operational costs is insufficient, the Trustee is fully indemnified by and out of the Trust Fund (whether from the capital or the income of the Trust Fund) for any loss or liability which it incurs in the carrying out or omission of any function, duty or power of the Trustee under this part and in respect of any outlay or expenses incurred by it in the management and administration of the Trust.

16 ACCOUNTS AND AUDIT

- 16.1 The Trustee must ensure that financial records are kept for the Trust.
- 16.2 The financial records must present the Trust's receipts, credits, payments, liabilities and all other matters necessary or appropriate in a way that shows the true state and condition of the financial affairs of the Trust.
- 16.3 The annual accounts of the Trust must be prepared by a chartered accountant appointed by the Trustee.
- 16.4 The Trustee must have the annual accounts audited by the Auditor-General.
- 16.5 The financial records and annual accounts will be kept at the Trustee's office or at such other place as the Trustee thinks fit.
- 16.6 The financial records and annual accounts must always be available to be inspected by any member of the Trustee.

17 REPORTING

- 17.1 At the end of each Financial Year, the Trustee must provide an annual report to the Crown (through the Minister for the Environment) and the River iwi in relation to the affairs of the Trust during the Financial Year and arrange for that report to be published.
- 17.2 The report must include:
- 17.2.1 the accounts for the Financial Year prepared and audited under clause 16;
 - 17.2.2 adequate details of the applications for funding approved by the Trustee under clause 19 during the Financial Year; and
 - 17.2.3 adequate details of the reports received by the Trustee from applicants in relation to the use of the funds and results achieved.

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

18 **BORROWING**

18.1 No lender to the Trustee in respect of the Trust need enquire about the necessity for any borrowing, or the purpose for which it is required, or the use of the money borrowed.

19 **WINDING UP**

19.1 The Trust will be wound up on the earlier of:

19.1.1 the date the Trust Fund has finally been exhausted; and

19.1.2 the date the Trustee determines subject to the approval of the Crown and River iwi.

19.2 On the winding up the Trustee will pay or apply such of the capital and income of the Trust Fund as then remains (if any) towards the furtherance of such of the Objects as the Trustee determines.

20 **GOVERNING LAW**

The Trust will be governed by and construed in accordance with the laws of New Zealand.

PART 5: FORM OF JOINT MANAGEMENT AGREEMENT

WAIKATO RAUPATU RIVER TRUST

and

[LOCAL AUTHORITY]

JOINT MANAGEMENT AGREEMENT

[DATE]

This JOINT MANAGEMENT AGREEMENT is made between:

WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED, in its capacity as trustee of the WAIKATO RAUPATU RIVER TRUST (“WAIKATO-TAINUI”)

and

[LOCAL AUTHORITY]

PURPOSE

1. The purpose of this agreement is to provide for an enduring relationship between the parties through the shared exercise of functions, duties and powers and to give effect to the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act].

BACKGROUND

2. The Waikato Raupatu Claims Settlement Act 1995 gave effect to certain provisions of the deed of settlement between Her Majesty the Queen in right of New Zealand (“the Crown”) and Waikato dated 22 May 1995 and settled certain Raupatu claims made to the Waitangi Tribunal by Robert Te Kotahi Mahuta, the Tainui Maaori Trust Board and Ngaa Marae Toopu (Wai 30). The 1995 Act expressly excluded certain historical claims, including the claim to the Waikato River.
3. In the spirit of co-operation, compromise and good faith, and as foreshadowed in the 1995 Deed, Waikato-Tainui and the Crown entered into negotiations in respect of the claims of Waikato-Tainui concerning the Waikato River.
4. On 22 August 2008 Waikato-Tainui and the Crown signed the Deed of Settlement in Relation to the Waikato River (“2008 deed”), which was directed to a new era of co-management over the Waikato River with an overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations.
5. Pursuant to agreements in the 2008 deed, a committee known as the Waikato River Statutory Board Establishment Committee (SBEC) was established with representatives from Waikato-Tainui and local authorities including [name of local authority]. The purpose of the SBEC was to consider functions under the Resource Management Act 1991 and Local Government Act 2002 and explore whether those functions could be transferred or delegated to or shared with Waikato-Tainui.
6. The SBEC recommended:
 - (a) the establishment of joint management agreements in relation to relevant functions under the Resource Management Act 1991; and
 - (b) an ongoing commitment exploring the potential for transfers, delegations and sharing of relevant functions under the Resource Management Act 1991 and Local Government Act 2002.
7. In 2009, with the agreement of Waikato-Tainui, the Crown conducted a review of the 2008 deed and as a consequence Waikato-Tainui agreed to renegotiate the settlement with the Crown with a view to enhancing the delivery of the outcomes under the settlement.
8. That renegotiation led to the agreement of a new deed of settlement (deed of settlement) which includes new provisions relating to joint management agreements.

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

9. The [Waikato-River Raupatu Claims (Waikato River) Settlement Act] was enacted to give effect to the deed of settlement.
10. This joint management agreement is entered into pursuant to the deed of settlement and the [Waikato-River Raupatu Claims (Waikato River) Settlement Act].

[WAIKATO-TAINUI RAUPATU CLAIMS (WAIKATO RIVER) SETTLEMENT ACT]

11. [to insert a summary of the provisions in the settlement legislation relating to joint management agreements].

PRINCIPLES UNDERLYING THIS AGREEMENT

12. It was agreed by Waikato-Tainui and the Crown that the deed of settlement would be interpreted in a manner that best furthers the principles set out in the Kiingitanga Accord.
13. This agreement which is made pursuant to the deed of settlement and the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act] will also be interpreted in a manner that furthers the principles set out in the Kiingitanga Accord.
14. The Waikato Raupatu River Trust and the local authority agree that, in working together under this agreement, they will:
 - (a) give appropriate weight to the relevant matters and documents provided for under the deed of settlement and [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act], including:
 - (i) the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
 - (ii) the vision and strategy;
 - (iii) the integrated river management plan; and
 - (iv) the Waikato-Tainui environmental plan;
 - (b) respect the mana whakahaere of Waikato-Tainui;
 - (c) act in a manner consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi; and
 - (d) recognise the statutory functions, powers and duties of the local authority under legislation.
15. In working together under this agreement, the Waikato Raupatu River Trust and the local authority will:
 - (a) commit to work together in good faith and a spirit of co-operation;

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

- (b) commit to open, honest and transparent communication;
- (c) commit to participate effectively in co-management;
- (d) recognise and acknowledge that the parties will benefit from working together by sharing their respective vision, knowledge and expertise;
- (e) ensure early engagement and a “no surprises” approach;
- (f) recognise that the relationship between the parties will evolve;
- (g) recognise that co-management operates within statutory frameworks that must be complied with; and
- (h) commit to meeting statutory timeframes, and minimising delays and costs associated with those statutory frameworks.

MONITORING AND ENFORCEMENT

16. [insert clauses to implement the provisions in the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act]].

POLICY STATEMENT AND PLANS

17. [to insert clauses to implement the provisions in the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act]].

RESOURCE CONSENT PROCESSES

18. [to insert clauses to implement the provisions in the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act]].

OTHER AGREED PROCESSES

19. [to insert clauses to reflect any agreement between the Waikato Raupatu River Trust and the local authority that this agreement be extended to cover other functions].

OTHER MATTERS

20. [to insert clauses relating to:
- (a) mutual information sharing;
 - (b) communication protocols; and
 - (c) other agreed matters].

RESOLUTION OF ISSUES

21. The parties agree and acknowledge that for co-management to be effective, the parties must address the resolution of issues between them in a constructive, co-operative and timely manner consistent with the principles underlying this agreement.
22. The parties have agreed that [insert name] will act as a decision maker if required under clause 25(c), and the parties may agree from time to time to replace that person.
23. Where either party is concerned over an issue arising under this agreement, that concerned party must give notice to the other party as soon as is practicable, and the parties will engage on how any issues of concern may be addressed.
24. If, following the engagement under clause [23] either party considers that there are issues that still require resolution, that party may give notice in writing under this clause that the process under clause 25 is to be followed.
25. The following process will apply where notice is given by either party under clause [22]:
 - (a) within 10 business days of the date upon which notice is given under clause 24, the relevant representative of the Waikato Raupatu River Trust and the relevant manager from the local authority will meet to work together in good faith to resolve the issue;
 - (b) if the issue has not been resolved within 20 business days of receipt of the notice referred to in clause [24], the [General Manager] of the Waikato Raupatu River Trust and the Chief Executive of the local authority will meet to work together in good faith to resolve the issue;
 - (c) if the issue has not been resolved within 40 business days of receipt of the notice referred to in clause [24], the matter will be referred to the person identified under clause [22], and that person will make a recommendation on the issue and provide that recommendation to the parties;
 - (d) the recommendation under clause 25(c) will be made and provided to the parties no later than 10 business days after referral under clause 25(c);
 - (e) if within 10 business days of receiving a recommendation under clause 25(d) the parties have not resolved the issue, the recommendation becomes binding and the parties must give effect to it; and
 - (f) at any point during the issue resolution process the parties may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues.
26. Despite the fact that the parties are working together to resolve any issue in relation to this agreement, the parties will use their best endeavours to ensure that this agreement as a whole continues to operate effectively.

REVIEW AND AMENDMENT

27. [to insert clauses to implement the provisions in the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act]].

DEFINITIONS AND INTERPRETATION

28. The provisions of this agreement shall be interpreted in a manner that best furthers the purpose of this agreement and is consistent with the principles set out in clauses 12 to 15 of this agreement.
29. In this agreement, unless the context requires otherwise:
- (a) terms defined in the deed of settlement and the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act] have the same meaning in this agreement;
 - (b) **settlement legislation** means the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act];
 - (c) [to insert further definitions as required];
30. [to insert interpretation provisions consistent with the deed of settlement].

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

SIGNED by **WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED**, in its capacity as trustee of the **WAIKATO RAUPATU RIVER TRUST**

in the presence of:

Witness Name:

SIGNED by **THE [LOCAL AUTHORITY]**

in the presence of:

Witness Name:

PART 6: INTEGRATED RIVER MANAGEMENT PLAN

Preparation of Draft Plan

- 1 The following process will apply to the preparation of a draft of the integrated river management plan:
 - 1.1 Waikato-Tainui and the relevant agencies will meet to discuss the preparation of a draft plan;
 - 1.2 Waikato-Tainui and the relevant agencies may consult with and seek comment from appropriate persons and organisations in the preparation of the draft plan.

Notification and Submissions on Draft Plan

- 2 Once the draft plan has been prepared, Waikato-Tainui and the relevant agencies will notify the draft plan and call for public submissions.
- 3 Notification under clause 2 will be by public notice in a daily newspaper or newspapers circulating in the Waikato region, and in any other manner that either Waikato-Tainui and the relevant agencies may think appropriate.
- 4 Waikato-Tainui and the relevant agencies will ensure that the draft plan is available for public inspection to facilitate public participation in the development of the plan.
- 5 The public notice identified in clause 3 must:
 - 5.1 state that the draft plan is available for inspection at the places and times specified in the notice; and
 - 5.2 call upon interested persons or organisations to lodge with Waikato-Tainui and the relevant agencies submissions on the draft plan, at the place and before the date specified in the notice, being a date not less than 20 business days after the date of the publication of the notice.
- 6 Waikato-Tainui and the relevant agencies will also give notice in writing, including a copy of the draft plan, to the persons or organisations who provided comment under clause 1.2, inviting those persons or organisations to comment on the draft plan by lodging with Waikato-Tainui and the relevant agencies a written submission before the date specified in the notice, being a date not less than 20 business days after the date of giving of the notice.
- 7 Any person or organisation may make a written submission on the draft plan at the place and before the date specified in the notice given under clauses 5 and 6.
- 8 Waikato-Tainui and the relevant agencies will consider any written submissions made by persons or organisations under clause 7, to the extent that such submissions are consistent with the purpose of the plan.

Approval of the Plan

- 9 Once the public submission process identified in clauses 2 to 8 is completed, Waikato-Tainui and the relevant agencies may approve the plan.
- 10 Waikato-Tainui and the relevant agencies will give public notice of the approval of the plan by public notice in a daily newspaper or newspapers circulating in the Waikato region, and in any other manner that either Waikato-Tainui and the relevant agencies may think appropriate.
- 11 The plan will come into force on the date specified in the public notice under clause 10 and will be made available by the relevant agencies for public inspection at their local offices.

Review and Amendments to Plan

- 12 Waikato-Tainui and the relevant agencies may at any time agree to review and/or amend the plan or any component of the plan.
- 13 The agreement under clause 12 will not be unreasonably withheld by either Waikato-Tainui or the relevant agencies.
- 14 Despite clause 12, Waikato-Tainui and the relevant agencies will commence a review not later than 5 years after the date upon which the plan came into force under clause 11, and at intervals no greater than 5 years after the completion of the previous review (including the approval of any amended plan).
- 15 A review or amendment of the strategy or any component of the plan will be conducted in the same manner as specified in clauses 3 to 11, with any necessary and appropriate modifications.
- 16 Despite clause 15, where a proposed amendment is of such a nature that Waikato-Tainui and the relevant agencies consider that it does not constitute a material amendment to the plan, Waikato-Tainui and the relevant agencies may make that amendment without compliance with all or any of the process specified in clauses 3 to 11, except that public notice of any amendment must be given under clause 10.

PART 7: CUSTOMARY ACTIVITIES

1 Waka or kohikohia

The launching and use of waka and support craft and the erection and use of associated temporary structures (including barges and temporary jetties) on the Waikato River for ceremonial, customary, recreational, competition and sporting purposes including:

- (a) waka taua (ceremonial canoes) at significant tribal events including:
 - (i) the annual Ngaaruawaahia Regatta; and
 - (ii) the annual Koroneihana (celebration of the coronation day of the Kaahui Ariki); and
- (b) waka ama, waka haurua and waka kopapa (racing canoes) and waka tete (river canoes) at tribal events including:
 - (i) the annual Ngaaruawaahia Regatta;
 - (ii) the biennial Tainui Games; and
 - (iii) other Tribal Regatta and Waikato-Tainui Marae Games.

2. Tangohia ngaa momo takawai

The collection of river stones, shingle and sand from the Waikato River for the purposes of customary practices including:

- (a) the building of a tuahu (altars);
- (b) carvings; and
- (c) the preparation of hangi;

3. Waioranga

The use of the Waikato River for customary practices relating to the physical health and wellbeing of persons including bathing and cleansing.

4. Wairua

The use of the Waikato River for customary practices relating to spiritual and cultural health and wellbeing of persons and the tribe including baptisms and other traditional ceremonies.

PART 8: SITES OF SIGNIFICANCE

SUBPART A

AGENCY	PROPERTY NAME	LEGAL DESCRIPTION AND PARCEL ID
Ministry for the Environment	Te Onetea Stream	1.07ha. Parcel 4280676: Allot 815 Town of Rangiriri.
Ministry for the Environment	Te Onetea Stream	1.07ha. Parcel 4506647: Allot 2 Town of Rangiriri.
Ministry for the Environment	Te Onetea Stream	1.07ha. Parcel 4356176: Allot 816 Town of Rangiriri.
Ministry for the Environment	Te Onetea Stream	0.07ha. Parcel 4515502: Pt Lot 2 DPS 6972.
Ministry for the Environment	Te Onetea Stream	0.32ha. Parcel 4416590: Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Te Onetea Stream	0.42ha. Parcel 4256715: Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Motakorea Island	1.81ha. Parcel 4336757: Pt Allotment 11 Whangape Parish.
Ministry for the Environment	Motakorea Island	0.72ha. Parcel 4493882: Pt Allotment 11 Whangape Parish.
Ministry for the Environment	Waahi Waka Tauranga	0.43ha. Parcel 4563067: Pt Lot 2 DP 35569.
Ministry for the Environment	Hukanui-a-muri Marae Lands	0.01ha. Parcel 4391762: Pt Allot 171AB Pepepe Parish.
Ministry for the Environment	Papakainga - Horahora Marae	3.53ha. Parcel 4330723: Pt Allot 24B Whangape Parish.
Ministry for the Environment	Hukanui-a-muri Marae Lands	0.04ha. Parcel 4481995: Pt Allot 171A1B Pepepe Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	1.08ha. Parcel 4338169: Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	2.44ha. Parcel 4257992: Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	0.34ha. Parcel 6716652: Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	0ha. Parcel 4460651. Pt Allot 550 Whangamarino Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	0.34ha. Parcel 4490184. Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	2.88ha. Parcel 4548760: Pt Allot 223 Whangamarino Parish.
Land Information New Zealand	Awamarohi (formerly known as Te Awamarahi Island)	R 12004, LIPS 10354

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Land Information New Zealand	Lake Waikare lake bed	LIPS 17555
Land Information New Zealand	Rangiriri-Meremere Takinga Wairua	1.32ha. Parcel 4513106: Pt Allot 306 Whangamarino Parish
Department of Conservation	Lake Waikare Wildlife Management Reserve	62.88ha. S13039: Allots 728 and 729 Whangamarino Parish.
Department of Conservation	Lake Waikare Marginal Strips	Unsurveyed. S13034: Crown Land adjoining Pt Secs 52 and 54 Blk XV Maramarua Survey District; Crown Land adjoining Lot 1 DPS 85308; S13035: Crown Land adjoining Allot 735 Whangamarino Parish; S13041: Crown Land adjoining Lots 1-3 DPS 27839; Crown Land adjoining Lot 3 DP 29790; S13042: Crown Land adjoining Allot 375 Taupiri Parish; S13044: Crown Land adjoining Allot 580 Taupiri Parish; S13089: Crown Land adjoining Allots 852 & 892 Taupiri Parish.
Department of Conservation	Lake Waikare Conservation Area	15.06. S13036: Pt 687 Parish of Whangamarino.
Department of Conservation	Lake Waikare Conservation Area	3ha. S13037: Crown Land (accreted lake bed) adjoining Allot 234D Whangamarino Parish.
Department of Conservation	Lake Waikare Wildlife Refuge (protective classification only, overlying bed to Lake Waikare held by Land Information New Zealand)	0.0ha. S13038: Pt Lake Waikare. (Note this is 514 hectares, but is an overlay over Lake Waikare)
Department of Conservation	South Shore Recreation Reserve	1.04ha. S13043: Lot 1 DPS 26990.
Department of Conservation	Lake Kopuera Wildlife Refuge	83.45ha. S13028: Allot 721 Whangamarino Parish.
Department of Conservation	Lake Waahi Wildlife Management Reserve	53.49ha. S13021: Lot 1 DPS 37484 and Lot 1 DPS 37485.
Department of Conservation	Te Takapu o Waikato (Island in the Waikato River currently managed as a Wildlife Management Reserve)	5.5ha. S13014 (pt): Allot 749 Whangamarino Parish.
Department of Conservation	Maurea Islands (Islands in the Waikato River currently managed as a Wildlife Management Reserve)	16.9ha. S13014 (pt): Allots 745-747 Whangamarino Parish.
Department of Conservation	Karihōa Island (Island in the Waikato River currently managed as a Wildlife Management Reserve)	11ha. S13014 (pt): Allot 739 Whangamarino Parish.
Department of Conservation	Tarakōmako Islands (Islands in the Waikato River currently managed as a Wildlife Management Reserve)	26.1ha. S13014 (pt): Allots 844-845 Taupiri Parish.

SUBPART B

Encumbrances

- 1 The settlement legislation will provide that each site of significance vests in the Waikato Raupatu River Trust subject to, or together with, any encumbrances described in the list provided under clause 12.7.1 of the deed.

Registration of ownership of fee simple properties

- 2 The settlement legislation will provide that:
 - 2.1 this clause applies in relation to the fee simple estate in a fee simple site vested in the Waikato Raupatu River Trust under clause 12.5 of the deed;
 - 2.2 the Registrar-General must on written application by the Secretary for the Environment, comply with subclauses 2.3 and 2.4 of this clause;
 - 2.3 to the extent that a fee simple property is all of the land contained in a computer freehold register, the Registrar-General must:
 - 2.3.1 register the Waikato Raupatu River Trust as the proprietors of the fee simple estate in the land; and
 - 2.3.2 make any entries in the register, and do all other things, that are necessary to give effect to this subpart B of this part 8 of the schedule and to clause 12.5 of the deed;
 - 2.4 to the extent that a fee simple property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with an application received from the Secretary for the Environment:
 - 2.4.1 create 1 or more computer freehold registers for the fee simple estate in the property in the name of the Waikato Raupatu River Trust;
 - 2.4.2 enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application; and
 - 2.4.3 make any entry in the register, and do all other things that are necessary to give effect to this subpart B of this part 8 of the schedule and to clause 12.5 of the deed;
 - 2.5 clause 2.4 applies subject to the completion of any survey necessary to create the computer freehold register; and
 - 2.6 a computer freehold register must be created under this clause as soon as is reasonably practicable after the settlement date, but no later than:
 - 2.6.1 24 months after the settlement date; or

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- 2.6.2 any later date that may be agreed in writing by the Waikato Raupatu River Trust and the Crown.

Registration of ownership of reserve sites

3 The settlement legislation will provide that:

- 3.1 this clause applies in relation to the fee simple estate in the reserve sites vested in the Waikato Raupatu River Trust under clause 12.5 of the deed;
- 3.2 the Registrar-General must on written application by the chief executive of LINZ, comply with subclause 3.3 of this clause;
- 3.3 the Registrar-General must, in accordance with an application received from the chief executive of LINZ:
- 3.3.1 create 1 computer freehold register for the fee simple estate in all the reserve sites in the names of the Waikato Raupatu River Trust; and
- 3.3.2 enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application; and
- 3.3.3 make any entries in the register, and do all other things that are necessary to give effect to this subpart B of this part 8 of the schedule and clause 12.5 of the deed;
- 3.4 subclause 3.3 applies subject to the completion of any survey necessary to create the computer freehold register;
- 3.5 the computer freehold register must be created under this clause as soon as is reasonably practicable after the settlement date, but no later than:
- 3.5.1 24 months after the settlement date; or
- 3.5.2 any later date that may be agreed in writing by the Waikato Raupatu River Trust and the Crown.

Pootatau Te Wherowhero

4 The settlement legislation will provide that:

- 4.1 notwithstanding the Land Transfer Act 1952 or any other enactment or rule of law, the Waikato Raupatu River Trust may direct in writing that the sites of significance:
- 4.1.1 be registered in the name of Pootatau Te Wherowhero, rather than in the name of the Waikato Raupatu River Trust; or
- 4.1.2 be no longer registered in the name of Pootatau Te Wherowhero, and instead be registered in the name of the Waikato Raupatu River Trust;

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

- 4.2 if the Registrar-General receives a direction in writing from the Waikato Raupatu River Trust under clause 4.1, the Registrar-General must give effect to that direction;
- 4.3 if the sites of significance are registered in the name of Pootatau Te Wherowhero:
- 4.3.1 the Waikato Raupatu River Trust shall have all the rights, duties, and powers of the registered proprietor of that land (except that the land or interest shall continue to be registered in the name of Pootatau Te Wherowhero unless a direction is given under clause 4.1.2), and shall exercise and perform every such right, duty, and power in its own name and not in the name of Pootatau Te Wherowhero; and
- 4.3.2 the Registrar-General must have regard to clause 4.3.1; and
- 4.4 the presentation to the Registrar-General of a direction in writing:
- 4.4.1 executed or purporting to be executed by the Waikato Raupatu River Trust; and
- 4.4.2 relating to any land registrable or registered in the name of the Waikato Raupatu River Trust or in the name of Pootatau Te Wherowhero; and
- 4.4.3 containing a recital that the direction is given under clause 4.1.1 or (as the case may be) clause 4.1.2,

shall, in the absence of evidence to the contrary, be sufficient evidence that the direction has been given under those clauses.

Right to acquire no longer applies

- 5 The settlement legislation will provide that:
- 5.1 sections 11 and 12 of the 1995 Act cease to apply to the sites of significance; and
- 5.2 the Registrar-General shall delete from the computer freehold registers for the sites of significance any notation made under section 13(3) of the 1995 Act.

Waikato Regional Council rights for soil conservation and river control purposes

- 6 The settlement legislation will provide that:
- 6.1 the co-management agreement between the Waikato Raupatu River Trust and the Waikato Regional Council will relate to the exercise of the rights of the Waikato Regional Council under clause 6.2;
- 6.2 for the purposes of promoting soil conservation, preventing and mitigating soil erosion and preventing damage by floods ("**soil conservation and river control purpose**"), the Waikato Regional Council may :

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

- 6.2.1 enter on to the sites of significance with or without machinery for the purposes set out in clauses 6.2.2 to 6.2.10;
- 6.2.2 operate, and maintain, repair, replace and upgrade any improvements on the sites of significance existing at the date of vesting under clause 12.5 of the deed, or constituted after that vesting by the Waikato Regional Council;
- 6.2.3 construct a water course or water courses on the sites of significance and from time to time alter or reconstruct and clean or otherwise maintain them;
- 6.2.4 construct a stopbank or stopbanks or other defence against water on the sites of significance and from time to time alter or reconstruct and do all things which are necessary to maintain them;
- 6.2.5 plant, sow, and maintain trees, shrubs, plants, or grasses on the sites of significance and regulate or prohibit interference with them or their destruction;
- 6.2.6 prevent or regulate the pumping or releasing of water into any water course on the sites of significance or the overflow of artesian water;
- 6.2.7 regulate the use of any water course on the sites of significance;
- 6.2.8 prohibit the passing over any water courses on the sites of significance;
- 6.2.9 prevent any water course on the sites of significance from being made wider or deeper than it is at the time, whether by cleaning or otherwise, or from altering its course;
- 6.2.10 generally do on or require the doing on or prohibit the doing on , or in respect of, the sites of significance, any act or thing for the soil conservation and river control purpose;
- 6.3 clause 6.4 applies to the exercise of the rights recognised by clause 6.2 until the co-management agreement comes into existence under clause 12.19;
- 6.4 the Waikato Regional Council:
 - 6.4.1 may exercise the rights in the case of emergency;
 - 6.4.2 may exercise the rights to the extent they are required to effect routine maintenance after consultation with the Waikato Raupatu River Trust;
 - 6.4.3 may otherwise exercise the rights if the exercise of the right is reasonably required for the soil conservation and river control purpose after consultation with the Waikato Raupatu River Trust and having particular regard to the cultural significance of the land to Waikato-Tainui;

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- 6.5 the trustees must give consent under clause 6.3 if the exercise of the right is reasonably required for soil conservation and river control purposes but may impose conditions protecting the value of the land to Waikato-Tainui;
- 6.6 the Registrar-General must, when creating computer freehold registers under clauses 2 and 3 of this subpart, record on the computer freehold registers that the sites of significance are subject to the rights created by clause 6.2 of this subpart;
- 6.7 despite any rule of law or equity to the contrary, the rights created under clause 6.2 of this subpart run with and bind all subsequent owners of the sites of significance until the Waikato Regional Council gives notice to the Registrar-General under clause 6.7; and
- 6.8 the Waikato Regional Council may give notice to the Registrar-General that it no longer requires the rights created under clause 6.2 of this subpart and, on receipt by the Registrar-General of that notice:
 - 6.8.1 clause 6.2 of this subpart no longer applies; and
 - 6.8.2 the Registrar-General must remove the memorial recorded under clause 6.5 of this subpart.

Application of other Acts

- 7 The settlement legislation will provide that:
 - 7.1 the vesting of a fee simple estate in a site of significance in the Waikato Raupatu River Trust under clause 12.5 of the deed is a disposition for the purposes of Part 4A of the Conservation Act 1987 but sections 24, 24A and 24AA of that Act do not apply to the disposition;
 - 7.2 section 11 and Part 10 of the Resource Management Act 1991 do not apply to:
 - 7.2.1 the vesting of the fee simple estate in a site of significance under clause 12.5 of the deed; or
 - 7.2.2 any matter incidental to, or required for the purpose of, the vesting; and
 - 7.3 the vesting of the fee simple estate in a site of significance under clause 12.5 of the deed does not:
 - 7.3.1 limit section 10 or 11 of the Crown Minerals Act 1991; or
 - 7.3.2 affect other rights to subsurface minerals;
 - 7.4 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of this deed in relation to a site of significance; and

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

7.5 nothing in Te Ture Whenua Maori Act 1993 shall apply to the sites of significance.

Provisions relating to reserve sites

8 The settlement legislation will provide that:

8.1 section 41 of the Reserves Act 1977 applies to the reserve sites as if the Minister of Conservation had given notice of vesting in respect of the reserve sites on the settlement date and that notice had contained a direction under section 41(16) of that Act;

8.2 if the reservation, under clause 12.5 of the deed, of the reserve created by that clause is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site, section 25 of that Act, except subsection (2), does not apply to the revocation;

8.3 despite the proviso to section 50(1) of the Reserves Act 1977, the Waikato Raupatu River Trust, as the administering body of the reserve created by clause 12.5 of the deed, may, under that section, authorise the taking or killing for commercial purposes of any fauna in the water of any part of the Waikato River within the reserve;

8.4 if the reserve created by clause 12.5 of the deed is revoked in relation to all or part of the reserve, then the vesting referred to in clause 7.1 is no longer exempt from section 24 of the Conservation Act 1987 in relation to all or part of the reserve, as the case may be, but sections 24(2A) and 24AA do not apply to the reserve or part;

8.5 the Registrar-General must record on the computer freehold register for the reserve sites that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of the Act does not apply, and that the land is subject to clause 8.4 of this subpart;

8.6 notification made under subclause 8.5 is to be treated as having been made in compliance with section 24D(1) of the Conservation Act 1987;

8.7 if the reservation, under clause 12.5 of the deed, of a reserve site is revoked in relation to:

8.7.1 all of the site, then the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the site the notifications that:

(a) section 24 of the Conservation Act does not apply to the site; and

(b) the site is subject to clause 8.4 of this subpart; or

8.7.2 part of the site, then the Registrar-General must ensure that the notifications referred to in clause 8.7.1 remain only on the computer freehold register for the part of the site that remains a reserve; and

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

- 8.8 the Registrar-General must comply with an application received in accordance with clause 8.7 of this subpart;
- 8.9 notwithstanding the vesting of the reserve sites under clause 12.5.1 of the deed and the declaration of the reserve sites as a local purpose reserve under clause 12.5.2 of the deed:
- 8.9.1 any person who, at the settlement date, is:
- (a) the holder of a fishing permit under section 91 of the Fisheries Act 1996 entitling the holder to take for commercial purposes any fish in a reserve site and had taken fish in that reserve site under that fishing permit; or
 - (b) the holder of quota for any individual transferable quota stock for which the quota management area includes a reserve site; or
 - (c) the holder of current annual catch entitlement for any individual transferable quota stock for which the quota management area includes a reserve site;
- shall be entitled, without further permission or charge by the Waikato Raupatu River Trust as the administering body, to access and use the land comprising that reserve site for the purpose of taking any such fish for commercial purposes;
- 8.9.2 in respect of any annual catch entitlement referred to in clause 8.9.1(c), the right of access and use created under clause 8.9.1 may be exercised by:
- (a) the owner of the quota to which the annual catch entitlement relates; or
 - (b) any purchaser of the annual catch entitlement; or
 - (c) any agent of the persons specified in clauses 8.9.2(a) or 8.9.2 (b) of this subpart;
- 8.9.3 after the settlement date, any fishing permit issued under section 91 of the Fisheries Act 1996 authorising a person to take for commercial purposes any fish shall not be valid within a reserve site unless:
- (a) the person holding the permit is a person described in clause 8.9.1 or 8.9.2 of this subpart; or
 - (b) that person has an authorisation issued under section 50(1) of the Reserves Act 1977 by the Waikato Raupatu River Trust as the administering body;

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- 8.9.4 the access and use rights created under clauses 8.9.1 to 8.9.3 of this subpart may only be exercised:
- (a) for as long as, and to the extent that, the taking of such fish in the reserve site otherwise remains lawful; and
 - (b) so far as relevant, in a manner consistent with:
 - (i) any integrated river management plan developed and approved under clause 8.5 of the deed; and
 - (ii) any regulations made under clause 8.7 of the deed; and
- 8.9.5 except as otherwise provided under this clause 8.9, the access and use rights created under clauses 8.9.1 to 8.9.3 of this subpart are not transferable;
- 8.10 terms used in clauses 8.8 and 8.9 of this subpart that are defined in the Fisheries Act 1996 have the meaning given to them in that Act; and
- 8.11 the Waikato Raupatu River Trust must not mortgage, or give a security interest in, all or any part of the reserve created by clause 12.5 that, at any time after vesting in the trustees of the Waikato Raupatu River Trust under clause 12.5, remains a reserve under the Reserves Act 1977.

PART 9: MANAGED PROPERTIES

SUBPART A

LEGAL DESCRIPTION AND PARCEL ID	
0.19ha.	Parcel 6718747. CL SO 46615.
3.61ha.	Parcel 4547040. Pt Lot 1 DP 31581.
0.62ha.	Parcel 6718741. Pt Lot 1 DPS 25121.
0.04ha.	Parcel 6883217. Pt Allot 171A1B Pepepe Parish.
0ha.	Parcel 4548350. Pt Allot 171A Pepepe Parish.
0ha.	Parcel 4543166. Pt Lot 7 DPS 3752.
0.89ha.	Parcel 4404450. Allot 729 Taupiri Parish.
0.1ha.	Parcel 4306922. Lot 3 DPS 2873.
0.1ha.	Parcel 4361473. Lot 4 DPS 2873.
0.11ha.	Parcel 4361899. Lot 1 DPS 2873.
0.02ha.	Parcel 4554101. Allot 871 Taupiri Parish.
0.03ha.	Parcel 4359346. Pt Lot 1 DP 28997.
0.96ha.	Parcel 4825413. Pt Allot 4A Waiuku East Parish.
3.04ha.	Parcel 5109879. Pt Allot A2 Waiuku East Parish.
0.07ha.	Parcel 4260141. Pt Lot 1 DP 3754.
0.01ha.	Parcel 4272597. Pt Lot 3 DP 31031.
0.02ha.	Parcel 4278211. Pt Allot 58 Taupiri Parish.
0.74ha.	Parcel 4280030. Pt Allot 61 Whangape Parish.
0ha.	Parcel 4282322. Pt Allot 339 Taupiri Parish.
0.02ha.	Parcel 4282500. Pt Lot 9 DP 3931.
0ha.	Parcel 4282843. Pt Lot 142 DP 350.
0.09ha.	Parcel 4282862. Pt Lot 2 DP 28997.
0.11ha.	Parcel 4283249. Lot 11 DPS 748.
0ha.	Parcel 4284429. Pt Allot 338A Taupiri Parish.
0.23ha.	Parcel 4287753. Lot 12 DPS 748.
0ha.	Parcel 4290397. Pt Lot 145 DP 350.
0ha.	Parcel 4290929. Pt Lot 140 DP 350.
0.04ha.	Parcel 4291139. Pt MBLK 2A Opuatia.
0.12ha.	Parcel 4295929. Lot 75 DP 350.
0.31ha.	Parcel 4295932. Lot 1 DPS 4301.
0ha.	Parcel 4301283. Pt Lot 80 DP 350.
0ha.	Parcel 4301822. Pt Lot 83 DP 350.
0ha.	Parcel 4301824. Pt Lot 82 DP 350.
0ha.	Parcel 4302434. Pt Lot 147 DP 350.
0ha.	Parcel 4306493. Pt Lot 73 DP 350.
0.28ha.	Parcel 4306545. Lot 198 DP 350.

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

0.02ha.	Parcel 4306755. Pt Lot 7 DP 3931.
2.59ha.	Parcel 4307721. Lot 35 DPS 748.
0.37ha.	Parcel 4308062. Lot 13 DPS 748.
0ha.	Parcel 4315072. Pt Lot 89 DP 350.
0.04ha.	Parcel 4315218. Pt Lot 5 DP 3754.
0ha.	Parcel 4318596. Pt Allot 56 Taupiri Parish.
0.04ha.	Parcel 4318845. Pt Lot 2 DP 31031.
0.01ha.	Parcel 4319064. Pt Lot 10 DP 3931.
0ha.	Parcel 4319075. Pt Lot 87 DP 350.
0.15ha.	Parcel 4323206. Pt Lot 2 DP 29896.
0ha.	Parcel 4328530. Pt Allot 55 Taupiri Parish.
4.94ha.	Parcel 4334901. Pt Allot 148 Taupiri Parishl.
2.83ha.	Parcel 4336425. Lot 3 DP 32151.
0ha.	Parcel 4349830. Pt Lot 12 DP 875.
0.07ha.	Parcel 4349848. Lot 2 DP 15386.
0.43ha.	Parcel 4350712. Lot 13 DP 875.
4.14ha.	Parcel 4360740. Lot 2 DP 32151.
0ha.	Parcel 4365124. Pt Lot 88 DP 350.
0ha.	Parcel 4372966. Pt Lot 78 DP 350.
0ha.	Parcel 4376580. Pt Allot 57 Taupiri Parish.
0ha.	Parcel 4384503. Pt Lot 74 DP 350.
0.12ha.	Parcel 4385054. Pt Lot 8 DPS 748.
0ha.	Parcel 4385059. Pt Lot 85 DP 350.
0ha.	Parcel 4385064. Pt Lot 91 DP 350.
0.49ha.	Parcel 4385121. Pt Lot 6 DP 3931.
0.2ha.	Parcel 4385142. Pt Allot 58 Taupiri Parish.
0.08ha.	Parcel 4385236. Lot 1 DP 15386.
0ha.	Parcel 4385917. Pt Lot 90 DP 350.
0.02ha.	Parcel 4386114. Pt Lot 2 DPS 2873.
0ha.	Parcel 4392618. Pt Allot 55A Taupiri Parish.
0ha.	Parcel 4397028. Pt Allot 54 Taupiri Parish.
0.01ha.	Parcel 4401618. Pt Allot 600 Taupiri Parish.
0ha.	Parcel 4407248. Pt Allot 56 Taupiri Parish.
0ha.	Parcel 4420809. Pt Allot 599 Taupiri Parish.
0ha.	Parcel 4422371. Pt Lot 135 DP 350.
0ha.	Parcel 4425737. Pt Lot 141 DP 350.
0ha.	Parcel 4426396. Pt Allot 54A Taupiri Parish.
0.06ha.	Parcel 4427184. Pt Lot 9 DPS 748.
0ha.	Parcel 4429335. Pt Lot 139 DP 350.
0ha.	Parcel 4439810. Pt Lot 146 DP 350.
0ha.	Parcel 4446405. Pt Lot 20 DP 875.

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0ha.	Parcel 4447513. Pt Lot 150 DP 350.
0ha.	Parcel 4452282. Pt Lot 40 DP 752.
0.03ha.	Parcel 4459781. Pt Lot 152 DP 350.
0ha.	Parcel 4460651. Pt Allot 550 Whangamarino Parish.
0.31ha.	Parcel 4462999. Pt Lot 4 DP 3754.
0ha.	Parcel 4463364. Pt Lot 138 DP 350.
0ha.	Parcel 4463377. Pt Lot 149 DP 350.
0.7ha.	Parcel 4463528. Lot 197 DP 350.
0.09ha.	Parcel 4464269. Lot 3 DP 15386.
0.22ha.	Parcel 4465474. Pt Lot 5 DPS 3752.
0.04ha.	Parcel 4475734. Pt Lot 3 DP 3754.
0ha.	Parcel 4476073. Pt Allot 144 Taupiri Parish.
0.34ha.	Parcel 4490184. Pt Allot 222 Whangamarino Parish.
2.15ha.	Parcel . Pt Allot 17C2B2 Whangape Parish.
0.01ha.	Parcel 4495049. Pt Lot 11 DP 3931.
0ha.	Parcel 4517044. Pt Lot 86 DP 350.
0.28ha.	Parcel 4517424. Lot 21 DP 875.
0ha.	Parcel 4518170. Pt Lot 148 DP 350.
0ha.	Parcel 4518624. Pt Lot 144 DP 350.
3.84ha.	Parcel 4520841. Pt Allot 17C1 Whangape Parish.
0ha.	Parcel 4525732. Pt Lot 137 DP 350.
0ha.	Parcel 4526257. Pt Lot 79 DP 350.
0ha.	Parcel 4530821. Pt Lot 76 DP 350.
0ha.	Parcel 4530865. Pt Lot 77 DP 350.
2.49ha.	Parcel 4535694. Pt Sec 31 BLK VI Rangiriri SD.
0ha.	Parcel 4536231. Pt Lot 92 DP 350.
0.07ha.	Parcel 4541265. Pt Lot 1 DP 31031.
0.1ha.	Parcel 4541476. Lot 4 DP 15386.
0ha.	Parcel 4541706. Pt Lot 136 DP 350.
0.02ha.	Parcel 4541831. Pt Lot 8 DP 3931.
0ha.	Parcel 4541994. Pt Lot 143 DP 350.
0.13ha.	Parcel 4542120. Pt Lot 1 DP 3754.
0ha.	Parcel 4542649. Pt Lot 81 DP 350.
0ha.	Parcel 4543895. Pt Lot 5 DPS 2873.
0ha.	Parcel 4558760. Pt Allot 148 Taupiri Parish.
0ha.	Parcel 4558761. Pt Allot 338 Taupiri Parish.
0.94ha.	Parcel 4559655. Pt Lot 2 DPS 13684.
0ha.	Parcel 4564108. Pt Lot 153 DP 350.
0.5ha.	Parcel 4495187. Pt Lot 196 DP 350.
0.03ha.	Parcel See Comments. Sec 3 BLK V Onewhero SD.

SUBPART B

Encumbrances

- 1 The settlement legislation will provide that each managed property vests under clause 12.8 of the deed subject to, or together with, any encumbrances existing at the date of vesting.

Registration of ownership of managed properties

- 2 The settlement legislation will provide that:
- 2.1 this clause applies in relation to the fee simple estate in a managed property vested under clause 12.8 of the deed;
 - 2.2 the Registrar-General must on written application by the Secretary for the Environment, comply with subclauses 2.3 and 2.4 of this clause;
 - 2.3 to the extent that a managed property is all of the land contained in a computer freehold register, the Registrar-General must:
 - 2.3.1 first register the Waikato Raupatu River Trust as the proprietor of the fee simple estate in the land then subsequently register the Waikato Regional Council as the registered proprietor; and
 - 2.3.2 make any entries in the register, and do all other things, that are necessary to give effect to this subpart B of schedule 9 and to clause 12.5 of the deed;
 - 2.4 to the extent that a managed property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with an application received from the Secretary for the Environment:
 - 2.4.1 create 1 or more computer freehold registers for the fee simple estate in the property in the name of the Waikato Raupatu River Trust;
 - 2.4.2 subsequently register the Waikato Regional Council as the registered proprietor of the fee simple estate;
 - 2.4.3 enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application; and
 - 2.4.4 make any entry in the register, and do all other things that are necessary to give effect to this subpart B of this part 9 of the schedule and to clause 12.8 of the deed;

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- 2.5 clause 2.4 applies subject to the completion of any survey necessary to create the computer freehold register; and
- 2.6 a computer freehold register must be created under this clause as soon as is reasonably practicable after the settlement date, but no later than:
 - 2.6.1 24 months after the settlement date; or
 - 2.6.2 any later date that may be agreed in writing by the Waikato Raupatu River Trust and the Crown.

Right to acquire no longer applies

- 3 The settlement legislation will provide that:
 - 3.1 sections 11 and 12 of the 1995 Act cease to apply to the managed properties; and
 - 3.2 the Registrar-General shall delete from the computer freehold registers for the sites of significance any notation made under section 13(3) of the 1995 Act.

Application of other Acts

- 4 The settlement legislation will provide that:
 - 4.1 the vesting of a fee simple estate in a managed property under clause 12.8 of the deed is not a disposition for the purposes of Part 4 of the Conservation Act 1987;
 - 4.2 section 11 and Part 10 of the Resource Management Act 1991 do not apply to:
 - 4.2.1 the vesting of the fee simple estate in a managed property under clause 12.8 of the deed; or
 - 4.2.2 any matter incidental to, or required for the purpose of, the vesting; and
 - 4.3 the vesting of the fee simple estate in a managed property under clause 12.8 of the deed does not:
 - 4.3.1 limit section 10 or 11 of the Crown Minerals Act 1991; or
 - 4.3.2 affect other rights to subsurface minerals;
 - 4.4 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of this deed in relation to a managed property; and
 - 4.5 no gift duty is payable in respect of the gifting of the managed properties.

Basis of vesting in Waikato Regional Council

- 5 The settlement legislation will provide that the managed properties:
- 5.1 are held by the Waikato Regional Council for soil conservation and river control purposes; and
 - 5.2 they must be administered by the Waikato Regional Council for that purpose and in accordance with the co-management agreement.

Gifting back if no longer required for soil conservation and river control purposes

- 6 The settlement legislation will provide that:
- 6.1 sections 40 and 42 of the Public Works Act 1981 apply to a managed property as if it were:
 - 6.1.1 held by the Waikato Regional Council for the public work of soil conservation and river control; and
 - 6.1.2 acquired by the Waikato Regional Council from the person from whom the land was first acquired for a public work;
 - 6.2 subsection 40(4) of the Public Works Act 1981 does not apply to a managed property;
 - 6.3 section 50 of the Public Works Act 1981 applies to a managed property;
 - 6.4 despite clauses 6.1 and 6.3 of this subpart, before a managed property is used for a public work other than described in clause 5.1 of this subpart, or transferred under section 50 of the Public Works Act 1981, the owner must consult with the Waikato Raupatu River Trust to establish whether the public work can be carried out on the property under the ownership of the Waikato Raupatu River Trust under arrangements satisfactory to the owner;
 - 6.5 this clause 6 continues to apply to a managed property disposed of under section 50 of the Public Works Act 1981; and
 - 6.6 where section 42(1)(a) or 42(1)(b) of the Public Works Act 1981 applies to a managed property, sections 42(1)(c) and 42(1)(d) of that Act do not apply and instead the chief executive of LINZ or the local authority must transfer the managed property to the Waikato Raupatu River Trust for no financial or other consideration; and
 - 6.7 on registration of a transfer under clause 6.6, this subpart no longer applies to the managed property.

Additional managed properties

- 7 The settlement legislation will provide that:
- 7.1 the Governor-General may, by one or more Orders in Council, on the advice of the Minister for Treaty of Waitangi Negotiations, declare that a parcel or parcels of Crown-owned river-related land is a managed property or are managed properties, with effect from a date specified in the Order in Council; and
 - 7.2 clause 12.8 of the deed and this subpart B of this part 8 of the schedule apply to a parcel of Crown-owned river-related land as if references to the settlement date were references to the date specified in the Order in Council as being the date on which the parcel of land becomes a managed property.

PART 10: CO-MANAGEMENT PROPERTIES

CROWN OWNED RIVER-RELATED LAND – WAIKATO RIVER	
PROPERTY NAME	LEGAL DESCRIPTION AND PARCEL ID
marginal strip - Kaiwaka Island	2.83 ha. R12001: Crown Land Reserved from Sale adjoining Sec 1 Blk II Onewhero Survey District
marginal strip - Te Toki	2.17 ha. R12002: Crown Land Reserved from Sale adjoining Allot 201 Onewhero Parish
landing reserve - Tuakau Te Uku Road (SH No 22)	2.49 ha. R12007: Pts Allot 181 Onewhero Parish
landing reserve - Ohairoa Stream	1.7 ha. R12008: Allot 182 Onewhero Parish
Cameron Town Historic Reserve	4.99 ha. R12302: Allot 1 SEC 1 Town of Cameron
Cameron Town Historic Reserve	4.99 ha. R12302: Allot 2 SEC 1 Town of Cameron
Cameron Town Historic Reserve	4.99 ha. R12302: Allot 3 SEC 1 Town of Cameron
Cameron Town Historic Reserve	4.99 ha. R12302: Allot 4 SEC 1 Town of Cameron
Cameron Town Historic Reserve	4.99 ha. R12302: Allot 5 SEC 1 Town of Cameron
Cameron Town Historic Reserve	4.99 ha. R12302: Lot 20 DP 160476
Cameron Town Historic Reserve	4.99 ha. R12302: Sec 6 SO 66341
Cameron Town Historic Reserve	4.99 ha. R12302: Sec 7 SO 66341
Cameron Town Historic Reserve	4.99 ha. R12302: Lot 21 DP 160476
Cameron Town Historic Reserve	4.99 ha. R12302: Sec 1 SO 67326
Waikato River Marginal Strip	0.4 ha. R12521: CL Suburbs of Tuakau
Port Waikato Sand Dunes Recreation Reserve	60.65 ha. R13001: Lot 1 DPS 27544
Port Waikato Sand Dunes Recreation Reserve	60.65 ha. R13001: Allot 33 Putataka Parish
Awaroa Swamp Wildlife Management Reserve	355.72 ha. R13013: Pt Allot 1 marked A Whangape Parish
Awaroa Swamp Wildlife Management Reserve	355.72 ha. R13013: Allot 329 Whangape Parish
Marginal Strip - Tikotiko Stream	0.35 ha. R13020: Crown Land Reserved from Sale adjoining Pt Allot 37 Whangape Parish
esplanade reserve 1 - Cobourne Place, Port Waikato	0.04 ha. R13038: Sec 121 Town of Port Waikato
Waikato River Conservation Area	17.87 ha. R13279: Lot 3 DP 136551
Waikato River Conservation Area	17.87 ha. R13279: Lot 5 DP 136551
Waikato Heads Conservation area	306.33 ha. R13299: Sec 1 Parish of Waiuku West
Waikato Heads Conservation area	306.33 ha. R13299: Pt Allots 100 Parish of Waiuku West
Waikato Heads Conservation area	306.33 ha. R13299: Sec 2 Parish of Waiuku West

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Waikato Heads Conservation area	306.33 ha. R13299: Sec 1 Parish of Waiuku West
Waikato Heads Conservation area	306.33 ha. R13299: Allot 98 Parish of Waiuku West
Akaaka Stream Marginal Strip	2.3 ha. R13522: Allot (CL) 289 Parish of Waiuku East
Maioro Sands Marginal Strip	3.91 ha. R13531: Pt Allots (CL) ALLOT 381 Parish of Waiuku West
Maioro Sands Marginal Strip	3.91 ha. R13531: Pt Allots (CL) 147, 156 Parish of Waiuku West
marginal strip - Waikato River, Motutawa	0 ha. S12001: Crown Land Reserved from Sale adjoining Allot 94 Onewhero Parish
marginal strip - Waikato River, Winstones	1.4 ha. S12002: Crown Land Reserved from Sale adjoining Pt Allot 176 Whangamarino Parish
Marginal strip - Maramarua River	0.16 ha. S12003: Crown Land Reserved from Sale adjoining Lot 1 DP 61203
Marginal Strip - Kopuera Stream & Maramarua River confluence	0 ha. S12004: Crown Land Reserved from Sale adjoining Allot 264 Parish of Koheroa
marginal strip - Waikato River, Douglas Road	0 ha. S12021: Crown Land Reserved from Sale adjoining Allot 211 Onewhero Parish
Havelock Marginal Strip	1.61 ha. S12526: CL Parish of Mangatawhiri
Havelock Marginal Strip	1.61 ha. S12526: CL Parish of Mangatawhiri
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked A on SO 64297
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked B on SO 64297
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Allot 720 Whangamarino Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Allot 476A Whangamarino Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked A on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked B on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked C on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked D on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked E on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked F on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked G on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked H on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked I on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked J on SO 58816

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked K on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked L on SO 58817
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked M on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Resumed Road marked N on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked O on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Allot 41 marked I Maramarua Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Allot 134 marked I Maramarua Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Allot 3 marked I Maramarua Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 13 Blk VII Maramarua Survey District
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Sec 3 Blk VII Maramarua Survey District
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked J on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Allot 3 marked J Maramarua Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Allot 3 marked K Maramarua Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Sec 3 Blk VII Maramarua Survey District
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Sec 11 Blk VII Maramarua Survey District
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Resumed Road marked O on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Resumed Road marked O on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Resumed Road marked O on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Resumed Road marked O on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 6 SO 61344
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 7 SO 61344
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 8 SO 61344
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 9 SO 61344
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 10 SO 61344
Marginal Strip - Whangamarino River	1.38 ha. S13003: Crown Land adjoining Allot 642 Whangamarino Parish
Marginal Strip - Whangamarino River	1.38 ha. S13003: Crown Land adjoining Pt Allot 571 Whangamarino Parish
Waikato River (Meremere) Marginal Strip	2.95 ha. S13006: Crown Land adjoining Lot 1 DPS 74631
Conservation Area - Waikato River	2.48 ha. S13007: Pt Allots 302 & 303 Whangamarino Parish

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

Conservation Area - Waikato River	2.48 ha. S13007: Pt Allots 302 & 303 Whangamarino Parish
Waikato River (Gregory Road) Marginal Strip	1.28 ha. S13008: Crown Land adjoining Lot 2 DPS 57504
Conservation Area - Waikato River	0.85 ha. S13009: Pt Allot 399 Whangamarino Parish
Conservation Area - Waikato River	2.87 ha. S13010: Pt Allot 283 Whangamarino Parish
Conservation Area - Waikato River	2.87 ha. S13010: Pt Allot 306 Whangamarino Parish
Conservation Area - Waikato River	1.65 ha. S13011: Pt Allot 291 Whangamarino Parish
Conservation Area - Waikato River	1.65 ha. S13011: Pt Allot 292 Whangamarino Parish
Conservation Area - Waikato River	1.65 ha. S13011: Pt Allot 293 Whangamarino Parish
Conservation Area - Waikato River	1.65 ha. S13011: Pts Allot 293 Whangamarino Parish
Conservation Area - Waikato River Islands	4.6 ha. S13013: Allot 737 Whangamarino Parish
Conservation Area - Waikato River Islands	4.6 ha. S13013: Allot 738 Whangamarino Parish
Conservation Area - Waikato River Islands	4.6 ha. S13013: Allot 740 Whangamarino Parish
Conservation Area - Waikato River Islands	4.6 ha. S13013: Allot 744 Whangamarino Parish
Conservation Area - Waikato River Islands	4.6 ha. S13013: Allot 748 Whangamarino Parish
Waikato River Islands Wildlife Management Reserve	S13014: Allot 750 Whangamarino Parish
Waikato River Islands Wildlife Management Reserve	S13014: Allot 741 Whangamarino Parish
Opuatia Swamp Wildlife Management Reserve	78.6 ha. S13015: Allot 361 Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Allot 395 Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Allot 396 Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Allot 397 Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Pt Allot 1 marked A Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Pt Allot 1 marked C Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Pt Allot 242 marked B Whangape Parish
Lake Rotongaro Wildlife Management Reserve	482.4 ha. S13018: Sec 54 Blk VII Rangiriri Survey District
Lake Okowhao Wildlife Management Reserve	22.62 ha. S13019: Allot 452 Pepepe Parish
Conservation Area - Te Kauwhata	6.37 ha. S13023: Sec 93 Blk XV Maramarua Survey District
Conservation Area - Waikato River	2.24 ha. S13031: Pt Allot 15B Whangape Parish
Conservation Area - Waikato River	2.24 ha. S13031: Pt Allot 15B Whangape Parish
Conservation Area - Waikato River	2.24 ha. S13031: Pt Allot 15B Whangape Parish

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

marginal strips - Te Onetea Stream	0 ha. S13032: Crown Land adjoining Allot 463 Whangamarino Parish
marginal strips - Te Onetea Stream	0 ha. S13032: Crown Land marked R SO 47283
marginal strips - Te Onetea Stream	0 ha. S13032: Crown Land adjoining Allot 463 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Allot 731 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Crown Land adjoining Allot 727 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Allot 732 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Allot 727 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Allot 730 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Pt Allot 510 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Pt Allot 510 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Allot 733 Whangamarino Parish
Waikato River Soil Conservation & River Control Reserve	2.21 ha. S13045: Allot 684 Whangamarino Parish
Conservation Area - Waikato River (Takupu Is.)	3.75 ha. S13046: Allot 693 Whangamarino Parish
Conservation Area - Waikato River (Ohinewai Is.)	0.6 ha. S13047: Allot 846 Taupiri Parish
Conservation Area - Waikato River (Ohinewai)	20.45 ha. S13048: Allot 718 Taupiri Parish
Conservation Area - Waikato River (Ohinewai)	20.45 ha. S13048: Allot 725 Taupiri Parish
Conservation Area - Waikato River (Ohinewai)	20.45 ha. S13048: Allot 754 Taupiri Parish
Conservation Area - Lake Ohinewai	27.68 ha. S13050: Allot 796 Taupiri Parish
Waikato River Soil Conservation & River Control Reserve	2.23 ha. S13051: Allot 713 Taupiri Parish
Marginal Strip - Ralph Road, Lake Kimihia	0.83 ha. S13062: Crown Land Reserved from Sale adjoining Allot 343 Taupiri Parish
Lake Kimihia Wildlife Management Reserve	108.49 ha. S13063: Allot 848 Taupiri Parish
Lake Hakanoa Wildlife Refuge Reserve	73.01 ha. S13064: Allot 541 Taupiri Parish
Lake Hakanoa Wildlife Refuge Reserve	73.01 ha. S13064: Allot 850 Taupiri Parish
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Allot 477A Whangamarino Parish
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Pts Allot 398 Whangamarino Parish
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 1 DPS 52110
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 2 DPS 52110
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 3 DPS 52110
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 4 DPS 52111
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 5 DPS 52111
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 6 DPS 52111
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 7 DPS 52112

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 8 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 9 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 10 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 11 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 12 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 13 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 14 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 15 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 16 DPS 52113
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 17 DPS 52113
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 18 DPS 52113
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 19 DPS 52113
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 20 DPS 52113
Waahi Stream Marginal Strip	0 ha. S13094: Pt Allot 538 Pepepe Parish
Waikato River (Gregory Road) Marginal Strip	0.53 ha. S13096: Crown Land adjoining Pt Allot 304 Whangamarino Parish
Waikato River Marginal Strip, Huntly West	1.01 ha. S13099: Sec 5 SO 58263
soil conservation & river control reserve - Huntly North	0.08 ha. S13122: Pt Lot 17 DP 23455
Conservation Area - Waikato River (Hopuhopu)	0.96 ha. S14005: Allot 535 Pepepe Parish
Waipa River (Sager Road) Marginal Strip	0 ha. S14018: Crown Land adjoining Pt Lot 1 DPS 31055
Waipa River (Kakariki Road) Marginal Strip	0 ha. S14019: Crown Land adjoining Pt Allot 69 Waipa Parish
Waipa River (Bell Road) Marginal Strip	0 ha. S14020: Crown Land adjoining Lot 2 DPS 32929
Waipa River (Houghton Road) Marginal Strip	0 ha. S14023: Crown Land adjoining Allot 443 Tuhikaramea Parish
Waipa River (Houghton Road) Marginal Strip	0 ha. S14023: Crown Land adjoining Pt Allot 446 Tuhikaramea Parish
Waipa River (Robson Road) Marginal Strip	0 ha. S14027: Crown Land adjoining Lot 1 DPS 83637
Lake Koromatua Wildlife Management Reserve	18.24 ha. S14030: Allot 473 Tuhikaramea Parish
Waikato River (Tutaekohia) Marginal Strip	0.61 ha. S14039: Crown Land adjoining Pt Allot 45 Waipa Parish
Waipa River Marginal Strip	0 ha. S14042: Crown Land adjoining Lots 5 & 19 DPS 22800
Lake Hotoananga Marginal Strip	0 ha. S14045: Pt Sec 2 SO 59504
Waipa River Marginal Strip	0 ha. S14046: Crown Land Blk XV Newcastle Survey District
Waikato River (Horitu) Marginal Strip	0 ha. S14047: Crown Land adjoining Lots 3, 2, 1 & 7 DPS 34273
Waikato River (Horitu) Marginal Strip	0 ha. S14047: Crown Land adjoining Allot 190 Horitu Parish
Waikato River (Peacocks Road, Hamilton) Marginal S	0 ha. S14050: Pt Lot 1 DPS 83083
Lake B	20.53 ha. S14053: Allot 378 Komakorau Parish
Lake C	8.19 ha. S14054: Allot 379 Komakorau Parish

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

Lake Hotoananga	9.27 ha. S14055: Allot 380 Komakorau Parish
Lake Pikopiko	6.14 ha. S14056: Allot 381 Komakorau Parish
Lake Areare	39.96 ha. S14057: Allot 382 Komakorau Parish
esplanade reserve - Waikato River	0.31 ha. S14108: Sec 6 SO 311998
Conservation Area - Whatawhata	1.97 ha. S14111: Pt Allot 201A2A2C2 Karamu Parish
Conservation Area - Whatawhata	1.97 ha. S14111: Pt Allot 201A2A2C1 Karamu Parish
Conservation Area - Whatawhata	1.97 ha. S14111: Allot 201A1B1C Karamu Parish
Conservation Area - Waipa River	2.49 ha. S15004: Closed Road
Conservation Area - Waipa River	2.49 ha. S15004: Crown Land adjoining Lot 6 DPS 62299
Marginal Strip - Waipa River (Te Rore)	1 ha. S15008: Crown Land SO 205
Lake Ruatuna Wildlife Management Reserve	18.18 ha. S15015: Allot 476 Ngaroto Parish
Lake Ngarotoiti Wildlife Management Reserve	7.84 ha. S15017: Allot 475 Ngaroto Parish
Lake Rotomanuka Wildlife Management Reserve	36.56 ha. S15019: Allot 473 Ngaroto Parish
Lake Serpentine Wildlife Management Reserve	30.3 ha. S15020: Allot 467 Ngaroto Parish
Lake Rotopotaka Wildlife Management Reserve	3.44 ha. S15022: Allot 420 Puniu Parish
Moanatuatua Peat Scientific Reserve	113.82 ha. S15023: Allot 256 Pukekura Parish
Moanatuatua Peat Scientific Reserve	113.82 ha. S15023: Lot 1 DPS 19676
Moanatuatua Peat Scientific Reserve	113.82 ha. S15023: Lot 4 DPS 73175
Waikato River (Cambridge Golf Club) Marginal Strip	0 ha. S15024: Crown Land SO 35336 Survey District
Waipa River (Puniu Confluence) Marginal Strip	0 ha. S15025: Crown Land Reserved from Sale SO 1394/C
Waipa River Marginal Strip	0 ha. S15053: Crown Land Reserved from Sale adjoining Sec 324 Town of Pirongia West
Waipa River (Franklin Street) Marginal Strip	0.5 ha. S15067: Crown Land Reserved from Sale Blk IV Pirongia Survey District
Waipa River (Franklin Street) Marginal Strips	0 ha. S15077: Pt Sec 144 Town of Pirongia East
Waipa River (Franklin Street) Marginal Strips	0 ha. S15077: Sec 147A Town of Pirongia East
Waipa River (Franklin Street) Marginal Strips	0 ha. S15077: Crown Land Reserved from Sale adjoining Secs 149, 150, 151 & 152 Town of Pirongia East
Waipa River (Mangawawa Stream Confluence) Marginal Strips	0 ha. S15078: Crown Land adjoining Sec 321 Town of Pirongia West
Waipa River (Mangawawa Stream Confluence) Marginal Strips	0 ha. S15078: Crown Land adjoining Lot 1 DP 29901
Lake Whangape Fixed Marginal Strip	0.1173 ha. S13017: Crown Land adjoining Allot 337 Whangape Parish
Lake Whangape Moveable Marginal Strip	0.2148 ha. S13125: Lake bed being pts Q and N on SO 48141

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

REVERSIONARY INTEREST SITES	
PROPERTY NAME	LEGAL DESCRIPTION AND PARCEL ID
Cobourne Recreation Reserve	0.64 ha. R13023: Allot 68 Town of Port Waikato
Cobourne Recreation Reserve	0.64 ha. R13023: Allot 115 Town of Port Waikato
Cobourne Recreation Reserve	0.64 ha. R13023: Lot 2 DP 24159
Cobourne Recreation Reserve	0.64 ha. R13023: Lot 1 DP 24159
esplanade reserve - Ashwell Drive, Port Waikato	0.1 ha. R13035: Lot 28 DPS 23883
foreshore reserve - Maunsell Road, Port Waikato	4.15 ha. R13036: Lot 13 DPS 1186
foreshore reserve - Tuakau Bridge Port Waikato Road	0.35 ha. R13037: Lot 12 DPS 1186
esplanade reserve 2 - Cobourne Place, Port Waikato	0.03 ha. R13039: Lot 1 DPS 33066
esplanade reserve 3 - Cobourne Place, Port Waikato	0.02 ha. R13040: Lot 4 DPS 41507
esplanade reserve - Waikato River, Okahu	0.09 ha. R13041: Lot 5 DPS 2681
esplanade reserve - Waikato River, Tauranganui Marae	0.2 ha. R13043: Lot 2 DPS 35162
soil and river control reserves - Maramarua River	13.37 ha. S12005: Allot 250 Parish of Koheroa
soil and river control reserves - Maramarua River	13.37 ha. S12005: Allot 251 Parish of Koheroa
soil and river control reserves - Maramarua River	13.37 ha. S12005: Allot 252 Parish of Koheroa
soil conservation and river control reserves - Oram Rd	7.61 ha. S12046: Allot 256 Parish of Koheroa
soil conservation and river control reserves - Oram Rd	7.61 ha. S12046: Pt Allot 258 Parish of Koheroa
soil conservation and river control reserves - Oram Rd	7.61 ha. S12046: Allot 259 Parish of Koheroa
soil conservation and river control reserves - Oram Rd	7.61 ha. S12046: Allot 274 Parish of Koheroa
Manutahi Island Soil Conservation and River Control Reserve	14.97 ha. S13095: Allot 324 Whangamarino Parish
Huntly Recreation Reserve - Tumate Mahuta Drive	3.44 ha. S13098: Allot 623 Taupiri Parish
Lake Waikare Northern Outlet Soil Conservation Reserve	88.99 ha. S13116: Allot 689 Whangamarino Parish
Lake Waikare Northern Outlet Soil Conservation Reserve	88.99 ha. S13116: Allot 690 Whangamarino Parish
Lake Waikare Northern Outlet Soil Conservation Reserve	88.99 ha. S13116: Allot 691 Whangamarino Parish
Lake Waikare Northern Outlet Soil Conservation Reserve	88.99 ha. S13116: Allot 712 Whangamarino Parish
Lake Waikare Northern Outlet Soil Conservation Reserve	88.99 ha. S13116: Pt Allot 699 Whangamarino Parish

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

recreation reserve - Huntly North	1.11 ha. S13123: Pt Allot 17 Taupiri Parish
recreation reserve - Huntly North	1.11 ha. S13123: Pt Allot 15 Taupiri Parish
Lake Rotokauri Recreation Reserve	68.8 ha. S14024: Allot 402 Puketete Parish
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Pt Allot 667 Town of Newcastle
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 663A Town of Newcastle
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 671 Town of Newcastle
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 173 Suburbs of Newcastle North
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 174 Suburbs of Newcastle North
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 109A Suburbs of Newcastle South
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 568 Suburbs of Newcastle South
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Lot 22 DPS 546
Waikato River (Taupiri) Esplanade Reserve	0.02 ha. S14063: Lot 1 DP 36464
Taupiri Recreation Reserve	0.06 ha. S14064: Lot 6 DP 27516
Waikato River (Kainui Road) Esplanade Reserve	0.16 ha. S14065: Lot 9 DP 36255
Waikato River (Taupiri) Esplanade Reserve	0.06 ha. S14066: Lot 3 DPS 598
Narrows Recreation Reserve	1.04 ha. S14076: Pt Allot 5 Tamahere Parish
Narrows Lane Recreation Reserve	0.32 ha. S14077: Lot 11 DPS 85662
Waikato River (Narrows Lane) Esplanade Reserve	0.58 ha. S14078: Lot 8 DPS 85662
Ann Street Reserve - Hamilton City	0.35 ha. S14098: Lot 20 DPS 379
Ann Street Reserve - Hamilton City	0.35 ha. S14098: Lot 4 DPS 74739
Ann Street Reserve - Hamilton City	0.35 ha. S14098: Lot 2 DPS 76908
Ann Street Reserve - Hamilton City	0.35 ha. S14098: Lot 3 DPS 82663
Hikawai Reserve - Hamilton City (esplanade)	1.32 ha. S14099: Lot 3 DPS 9044
Hikawai Reserve - Hamilton City (esplanade)	1.32 ha. S14099: Lot 24 DPS 64834
Kirikiroa Reserve - Hamilton City	0.02 ha. S14101: Lot 2 DPS 81452
Kirikiroa Reserve - Hamilton City	0.02 ha. S14101: Lot 3 DPS 65343
Fairfield Esplanade - Hamilton City	0.32 ha. S14103: Lot 8 DPS 10486
Fairfield Esplanade - Hamilton City	0.32 ha. S14103: Lot 10 DPS 9657
Malcolm Street Reserve - Hamilton City	2.6 ha. S14104: Lot 48 DPS 13635
Malcolm Street Reserve - Hamilton City	2.6 ha. S14104: Lot 1 DPS 16456
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 342 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Pt Allot 343 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Pt Allot 343 Kirikiriroa Parish

SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

Rototuna Recreation Reserve	13.43 ha. S14106: Pt Lot 1 DP 25895
Rototuna Recreation Reserve	13.43 ha. S14106: Lot 1 DP 30962
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 417 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Pt Allot 35 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 504 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 505 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 541 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Sec 1 SO 53593
Rototuna Recreation Reserve	13.43 ha. S14106: Lot 1 DPS 76271
Rototuna Recreation Reserve	13.43 ha. S14106: Sec 2 SO 61161
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 420 Kirikiriroa Parish shown I on
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 420 Kirikiriroa Parish shown J on
esplanade reserves - Rototuna	0.59 ha. S14107: Lot 2 DPS 76271
esplanade reserves - Rototuna	0.59 ha. S14107: Sec 1 SO 61161
Lake Cameron Recreation Reserve	6.15 ha. S15005: Allot 509 Te Rapa Parish
Lake Ngaroto Recreation Reserve	107.5 ha. S15018: Allot 481 Ngaroto Parish
esplanade reserve 2 - Waikato River (Te Awa)	0.67 ha. S15105: Lot 11 DPS 57517
esplanade reserve 3 - Waikato River (Te Awa)	0.12 ha. S15107: Lot 6 DPS 58187
esplanade reserve 4 - Waikato River (Te Awa)	0.23 ha. S15108: Lot 9 DPS 61097
esplanade reserve 5 - Waikato River (Te Awa)	0.19 ha. S15109: Lot 6 DPS 69972
esplanade reserve 6 - Waikato River (Te Awa)	0.41 ha. S15110: Lot 7 DPS 68137
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Sec 1 Blk XIV Hamilton Survey District
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Sec 2 Blk XIV Hamilton Survey District
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Allot 454 Ngaroto Parish
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Allot 460 Ngaroto Parish
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Allot 54A Mangapiko Parish
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Allot 461 Ngaroto Parish
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Allot 462 Ngaroto Parish
Karapiro Lake Domain Recreation Reserve	18.26 ha. T15547: Sec 2 Blk XIV Cambridge Survey District
Karapiro Lake Domain Recreation Reserve	18.26 ha. T15547: Sec 5 Blk XIV Cambridge Survey District
Karapiro Lake Domain Recreation Reserve	18.26 ha. T15547: Sec 6 Blk XIV Cambridge Survey District
Karapiro Lake Domain Recreation Reserve	18.26 ha. T15547: Sec 7 Blk XIV Cambridge Survey District
Karapiro Lake Domain Recreation Reserve	18.26 ha. T15547: Sec 16 Blk XIV Cambridge Survey District

PART 11: DEED OF COVENANT

DEED OF COVENANT

THIS DEED is made

BETWEEN

WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED, IN ITS CAPACITY AS TRUSTEE OF THE WAIKATO RAUPATU RIVER TRUST (“trustee”)

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Treaty of Waitangi Negotiations (the “**Crown**”)

BACKGROUND

- A. Under a deed of settlement dated [17 December 2009] between Waikato-Tainui and the Crown (the “**deed of settlement**”), the Crown agreed, subject to the terms and conditions specified in the deed of settlement, to provide certain redress to the Waikato Raupatu River Trust (“**trust**”).
- B. The trust was established on 29 August 2007 as the entity to fulfil the role set out in clause 13.8 of the deed of settlement.
- C. As required by clause [13.7] of the deed of settlement, the trustees enter into this deed with the Crown.

IT IS AGREED as follows:

1 CONFIRMATION OF RATIFICATION

- 1.1 The trustee confirms that it has been ratified by Waikato-Tainui as agent for Waikato-Tainui as an appropriate entity to fulfil the role set out in clause 13.8 of the deed of settlement.

2 COVENANT

- 2.1 The trustee covenants with the Crown that, from the date of this deed, the trustee:
 - 2.1.1 is a party to the deed of settlement as if it had been named as a party to the deed of settlement and had signed it;

PART 12: SO PLAN