

5 CULTURAL REDRESS

PAYMENT TOWARDS MARAE RELOCATION FUND

- 5.1 On 21 December 2012 the Crown paid \$2,000,000 on account to the governance entity as a contribution to a marae relocation fund to enable the purchase of land on the open market if it becomes available before the settlement date.

CULTURAL REDRESS PROPERTIES

- 5.2 The settlement legislation will vest in the governance entity on the settlement date –

In fee simple subject to an easement

- 5.2.1 the fee simple estate in Part Opouahi Scenic Reserve subject to the governance entity granting a registrable easement for a right of way in relation to that site over the area marked “A” on deed plan OTS-201-04 (the final easement area being subject to survey) in the form in part 6.1 of the documents schedule; and

As a recreation reserve

- 5.2.2 the fee simple estate in Te Pohue Domain Recreation Reserve as a recreation reserve, subject to clause 5.3, and with Hastings District Council as the administering body as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977; and

As a scenic reserve together with an easement

- 5.2.3 the fee simple estate in Bed of Lake Opouahi as a scenic reserve, with the governance entity as the administering body, together with the Minister of Conservation providing a registrable easement for a right of way in relation to that site over the area marked “A” on the diagram attached to the easement document (the final easement area being subject to survey) in the form in part 6.3 of the documents schedule; and

- 5.2.4 the fee simple estate in the stratum above Bed of Lake Opouahi as a scenic reserve, as if it were vested under section 26 of the Reserves Act 1977, with the governance entity as the administering body, together with the Minister of Conservation providing a registrable easement for a right of way in relation to that stratum over the area marked “A” on the diagram attached to the easement document (the final easement area being subject to survey) in the form in part 6.3 of the documents schedule; and

As a recreation reserve together with an easement

- 5.2.5 the fee simple estate in each of the following sites as a recreation reserve, with the governance entity as the administering body:

- (a) Part Bed of Lake Tūtira:

DEED OF SETTLEMENT

5: CULTURAL REDRESS

(b) Bed of Lake Waikopiro:

(c) Bed of Lake Orakai,

together with, in each case, the Minister of Conservation providing a registrable easement for a right of way in relation to that site over the areas marked "A" and "B" on the diagram attached to the easement document (the final easement area being subject to survey) in the form in part 6.2 of the documents schedule; and

5.2.6 the fee simple estate in each of the following strata as a recreation reserve, as if it were vested under section 26 of the Reserves Act 1977, with the governance entity as the administering body:

(a) stratum above Part Bed of Lake Tūtira:

(b) stratum above Bed of Lake Waikopiro:

(c) stratum above Bed of Lake Orakai,

together with, in each case, the Minister of Conservation providing a registrable easement for a right of way in relation to that stratum over the areas marked "A" and "B" on the diagram attached to the easement document (the final easement area being subject to survey) in the form in part 6.2 of the documents schedule.

5.3 The settlement legislation will, on the terms provided in sections 73 to 78 and 101 and 102 of the draft settlement bill, provide that, in relation to the vesting of Te Pohue Domain Recreation Reserve –

5.3.1 despite the vesting of Te Pohue Domain Recreation Reserve in the governance entity, Te Pohue Domain Recreation Reserve hall will not vest in the governance entity and will remain owned by the Hastings District Council and the settlement legislation will, on the terms provided in the draft settlement bill, provide for the use of the hall;

5.3.2 the governance entity must not transfer the fee simple estate in Te Pohue Domain Recreation Reserve to another person, but may update the trustees of the governance entity, only as provided in sections 101 and 102 of the draft settlement bill;

5.3.3 the reserve status of Te Pohue Domain Recreation Reserve must not be revoked or reclassified; and

5.3.4 all management plans relating to Te Pohue Domain Recreation Reserve must be prepared in agreement between Hastings District Council and the governance entity.

5.4 Each cultural redress property is to be –

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.4.1 as described in schedule 4 of the draft settlement bill; and
- 5.4.2 vested on the terms provided by –
 - (a) subpart 8 of part 2 of the draft settlement bill; and
 - (b) part 2 of the property redress schedule; and
- 5.4.3 subject to any encumbrances in relation to that property –
 - (a) required by clause 5.2 to be provided by the governance entity; or
 - (b) required by the settlement legislation; and
 - (c) in particular, referred to by schedule 4 of the draft settlement bill.
- 5.5 To avoid doubt, any obligations on the governance entity under the Local Government Official Information and Meetings Act 1987 apply to the governance entity in its capacity as an administering body under the Reserves Act 1977 but not to the governance entity acting in any other capacity.

PROVISIONS RELATING TO LAKE PROPERTIES

- 5.6 Clause 5.7 applies to the lake properties.
- 5.7 The settlement legislation will, on the terms provided by sections 83 to 90 and 101 to 103 of the draft settlement bill, provide that –
 - 5.7.1 to avoid doubt, the vesting of a lake property does not give any rights to, or impose any obligations on, the governance entity in relation to –
 - (a) the waters of the lake; or
 - (b) the aquatic life of the lake (other than plants attached to the bed of the lake);
 - 5.7.2 despite clause 5.7.1(b), the governance entity is not –
 - (a) liable for any plants attached to the bed of a lake property; or
 - (b) responsible for the control or removal of those plants;
 - 5.7.3 despite any enactment or rule of law, the governance entity is not liable for any contamination –
 - (a) of a lake property (including contamination by plants attached to the bed of the lake);

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (b) of natural and physical resources (as defined in section 2(1) of the Resource Management Act 1991) by a lake property (including contamination by plants attached to the bed of the lake);
 - (c) of a lake property that occurred before the settlement date; or
 - (d) if the liability for the contamination arises only because the governance entity is the owner of a lake property;
- 5.7.4 clause 5.7.3 does not apply to the extent that any contamination is caused by an intentional, reckless, or negligent act or omission of the governance entity;
- 5.7.5 to the extent that a lake property has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion and avulsion;
- 5.7.6 the governance entity must not transfer the fee simple estate in a lake property to another person except as provided in sections 101 to 103 of the draft settlement bill; and
- 5.7.7 certain provisions will apply to existing structures and new structures in relation to the lake properties.

PART OF OPOUAHİ STATION IS CULTURAL REDRESS

- 5.8 The Hapū and the Crown acknowledge that a notional and undefined 250 hectares of Opouahi Station is cultural redress.

TANGOIO

Background

- 5.9 The Hapū have a strong cultural relationship with the Tangoio valley and with the area in which the Tangoio Soil Conservation Reserve (**reserve**) is situated. The Hapū consider that their ability to act as kaitiaki and rangatira in the Tangoio area has been undermined through their exclusion from management of the land in the Tangoio area.
- 5.10 The reserve is a soil conservation reserve controlled and managed by the Regional Council under section 16 of the Soil Conservation and Rivers Control Act 1941. The reserve was established principally to protect part of State Highway 2 from the effects of soil erosion. Large areas of land in this area, including the area in which the reserve is situated, are susceptible to soil erosion.
- 5.11 The Regional Council also controls and manages the commercial forest on the reserve. Income derived from time to time from the reserve and the forest and expenses incurred in relation to the reserve and the forest are held in and paid from a fund (**reserve fund**). The reserve fund is also controlled and managed by the Regional Council.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Redress

- 5.12 The Crown has therefore agreed, with the support of the Regional Council, to provide redress to the Hapū in relation to the Tangoio area that reflects this strong relationship and provides the Hapū with a kaitiaki role in relation to those parts of the four water catchments surrounding the reserve, being the Esk, Te Ngarue, Waipātiki and Aropoanui water catchments that are within the area of interest, as shown on deed plan OTS-201-53 (**catchments management area**).
- 5.13 The Crown and the Hapū acknowledge that despite the redress being provided to the Hapū under clause 5.14, the primary objective of the reserve and the reserve fund remains, under section 16(4) of the Soil Conservation and Rivers Control Act 1941, to conserve the soil of the reserve and prevent injury to other land, in particular that part of State Highway 2 adjacent to the reserve.

Catchments fund

- 5.14 The settlement legislation will, on the terms provided in subpart 1 of part 2 of the draft settlement bill provide that –
- 5.14.1 the Regional Council must –
- (a) establish a new fund (**catchments fund**), by opening a dedicated account at a registered bank for that purpose; and
 - (b) administer the catchments fund;
- 5.14.2 the Regional Council may from time to time transfer money from the reserve fund to the catchments fund, if the Regional Council is satisfied that the transfer will not adversely affect the Regional Council's obligations under section 16(4) of the Soil Conservation and Rivers Control Act 1941 to manage and control the reserve in a manner that in the Regional Council's opinion will best conserve the soil of the reserve and prevent injury to other land;
- 5.14.3 the Regional Council must, at least once every three years after the settlement date, assess whether any money may be transferred from the reserve fund to the catchments fund in accordance with clause 5.14.2;
- 5.14.4 the Regional Council and the governance entity must jointly agree on how the Regional Council may apply money in the catchments fund, provided that neither the Regional Council nor the governance entity will unreasonably withhold their agreement;
- 5.14.5 the Regional Council may apply the money in the catchments fund only for –
- (a) avoiding, remedying or mitigating soil erosion and its effects on the environment (as defined in section 2(1) of the Resource Management Act 1991) in the catchments management area; and
 - (b) maintaining the physical, chemical and biological qualities of the soil in the catchments management area;

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.14.6 to avoid doubt, clause 5.14.5 does not authorise the Regional Council to use any money in the catchments fund to purchase land;
- 5.14.7 the Soil Conservation and Rivers Control Act 1941 will not apply to the catchments fund or to the management of the catchments fund;
- 5.14.8 the Regional Council must, if requested by LINZ, provide information in relation to the catchments fund in accordance with the draft settlement bill;
- 5.14.9 the Regional Council must return any money generated from the application of money in the catchments fund to the catchments fund, less any actual and reasonable expenses incurred by the Regional Council in administering the catchments fund; and
- 5.14.10 to avoid doubt, nothing in clause 5.14 derogates from the Regional Council's obligations under the Soil Conservation and Rivers Control Act 1941 in relation to the reserve, the commercial forest on the reserve, or the reserve fund.

VESTING AND GIFT BACK

- 5.15 The settlement legislation will, on the terms provided by section 107 of the draft settlement bill, provide that –
 - 5.15.1 the fee simple estate in the following sites will vest in the governance entity on 12 January 2017 (**vesting date**) –
 - (a) Boundary Stream Scenic Reserve (as shown on deed plan OTS-201-08);
 - (b) Bellbird Bush Scenic Reserve (as shown on deed plan OTS-201-07);
 - (c) Balance of the Opouahi Scenic Reserve (as shown on deed plan OTS-201-09); and
 - (d) Whakaari Landing Place Reserve (as shown on deed plan OTS-201-06),

(vesting and gift back sites);
 - 5.15.2 on the seventh day after the vesting date, the fee simple estate in the vesting and gift back sites will vest in the Crown –
 - (a) by way of gift from the governance entity to the people of New Zealand;
 - (b) as a government purpose (landing place) reserve in relation to the Whakaari Landing Place Reserve; and
 - (c) as scenic reserves in relation to the other vesting and gift back sites;

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.15.3 the following matters will apply as if the vestings referred to in clauses 5.15.1 and 5.15.2 had not occurred –
- (a) the Whakaari Landing Place Reserve remains a government purpose (landing place) reserve under the Reserves Act 1977;
 - (b) the other vesting and gift back sites remain scenic reserves under the Reserves Act 1977;
 - (c) any enactment, instrument or encumbrance that applied to a vesting and gift back site immediately before the vesting date continues to apply to it;
 - (d) to the extent that the Tātai Tūāpapa or the statutory acknowledgement applies to a vesting and gift back site immediately before the vesting date, it continues to apply to that site; and
 - (e) the Crown retains all liability for the vesting and gift back sites; and
- 5.15.4 the vestings referred to in clauses 5.15.1 and 5.15.2 are not affected by any enactment.
- 5.16 To avoid doubt, the vesting in clause 5.15.1 will occur on the vesting date, despite that date not being a business day.

TĀTAI TŪĀPAPA

- 5.17 The settlement legislation will, on the terms provided by subpart 5 of part 2 of the draft settlement bill, –
- 5.17.1 declare each of the following sites is subject to the Tātai Tūāpapa:
- (a) Boundary Stream Scenic Reserve (as shown on deed plan OTS-201-10):
 - (b) Bellbird Bush Scenic Reserve (as shown on deed plan OTS-201-11):
 - (c) Balance of the Tutira Domain Recreation Reserve (as shown on deed plan OTS-201-12):
 - (d) Earthquake Slip Marginal Strip (as shown on deed plan OTS-201-13):
 - (e) Moeangiangi Marginal Strip (as shown on deed plan OTS-201-14):
 - (f) Tangoio Marginal Strip (as shown on deed plan OTS-201-15):
 - (g) Waipatiki Beach Marginal Strip (as shown on deed plan OTS-201-16):

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (h) Whakaari Landing Place Reserve (as shown on deed plan OTS-201-17):
 - (i) Balance of the Opouahi Scenic Reserve (as shown on deed plan OTS-201-42); and
- 5.17.2 provide the Crown's acknowledgement of the statement of the Hapū values in relation to each of the sites; and
- 5.17.3 require the New Zealand Conservation Authority, or a relevant conservation board, –
 - (a) when considering a conservation management strategy, conservation management plan or national park management plan, in relation to a site, to have particular regard to the statement of Hapū values, and the protection principles, for the site; and
 - (b) before approving a conservation management strategy, conservation management plan or national park management plan, in relation to a site, to –
 - (i) consult with the governance entity; and
 - (ii) have particular regard to its views as to the effect of the strategy or plan on the Hapū values, and the protection principles, for the site; and
- 5.17.4 provide that where the governance entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to a site, the New Zealand Conservation Authority will, before approving the strategy, give the governance entity an opportunity to make submissions in relation to those concerns; and
- 5.17.5 require the Director-General of Conservation to take action in relation to the protection principles; and
- 5.17.6 enable the making of regulations and bylaws in relation to the sites.
- 5.18 The statement of the Hapū values, the protection principles, and the Director-General's actions are in the documents schedule.

STATUTORY ACKNOWLEDGEMENT

- 5.19 The settlement legislation will, on the terms provided by sections 37 to 45 and 47 to 50 of the draft settlement bill, –
 - 5.19.1 provide the Crown's acknowledgement of the statements by the Hapū of their particular cultural, spiritual, historical, and traditional association with the following areas (to the extent that those areas are within the area of interest):

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (a) Earthquake Slip Marginal Strip (as shown on deed plan OTS-201-20):
- (b) Moeangiangi Marginal Strip (as shown on deed plan OTS-201-21):
- (c) Esk Kiwi Sanctuary Area (as shown on deed plan OTS-201-22):
- (d) Tangoio Falls Scenic Reserve (as shown on deed plan OTS-201-23):
- (e) White Pine Bush Scenic Reserve (as shown on deed plan OTS-201-24):
- (f) Mangapukahu Scenic Reserve (as shown on deed plan OTS-201-25):
- (g) Te Kuta Recreation Reserve (as shown on deed plan OTS-201-26):
- (h) Waipatiki Scenic Reserve (as shown on deed plan OTS-201-27):
- (i) Waikoau Conservation Area (as shown on deed plan OTS-201-28):
- (j) Peaks of Maungaharuru Range (as shown on deed plan OTS-201-29):
- (k) Balance of the Tutira Domain Recreation Reserve (as shown on deed plan OTS-201-30):
- (l) Balance of the Opouahi Scenic Reserve (as shown on deed plan OTS-201-31):
- (m) Boundary Stream Scenic Reserve (as shown on deed plan OTS-201-46):
- (n) Bellbird Bush Scenic Reserve (as shown on deed plan OTS-201-47):
- (o) Whakaari Landing Place Reserve (as shown on deed plan OTS-201-48):
- (p) Tangoio Marginal Strip (as shown on deed plan OTS-201-49):
- (q) Waipatiki Beach Marginal Strip (as shown on deed plan OTS-201-50):
- (r) the part or parts of the following areas that are owned by the Crown –
 - (i) Anaura Stream and its tributaries (as shown on deed plan OTS-201-32):
 - (ii) Aropoanui River and its tributaries (as shown on deed plan OTS-201-33):
 - (iii) Esk River and its tributaries (as shown on deed plan OTS-201-34):

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (iv) Mahiaruhe Stream and its tributaries (as shown on deed plan OTS-201-35):
 - (v) Te Ngarue Stream and its tributaries (as shown on deed plan OTS-201-36):
 - (vi) Waikari River and its tributaries (as shown on deed plan OTS-201-37):
 - (vii) Waikoau River and its tributaries (as shown on deed plan OTS-201-38):
 - (viii) Moeangiangi River and its tributaries (as shown on deed plan OTS-201-39):
 - (ix) Sandy Creek and its tributaries (as shown on deed plan OTS-201-43):
 - (x) Waitaha Stream and its tributaries (as shown on deed plan OTS-201-44):
 - (xi) Pākuratahi Stream and its tributaries (as shown on deed plan OTS-201-45):
 - (s) Hapū Coastal Marine Area (as shown on deed plan OTS-201-40):
 - (t) Rocks and Reefs (as shown on deed plan OTS-201-41); and
- 5.19.2 require relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement; and
- 5.19.3 require relevant consent authorities to forward to the governance entity –
- (a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and
 - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- 5.19.4 require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate to the statutory areas; and
- 5.19.5 enable the governance entity, and any member of the Hapū, to cite the statutory acknowledgement as evidence of the association of the Hapū with an area.
- 5.20 The statements of association are in the documents schedule.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.21 The Crown and the Hapū acknowledge that the Crown and the Hapū have different concepts and views regarding relationships with the rivers and streams described in clauses 5.19.1(r)(i) to 5.19.1(r)(xi) including issues regarding “ownership”.
- 5.22 The provision of statutory acknowledgements to the Hapū does not, of itself, amount to an acknowledgement by the Hapū of any Crown estate or interest in the rivers and streams described in clauses 5.19.1(r)(i) to 5.19.1(r)(xi) nor may it be used as evidence of such an estate or interest.

DEEDS OF RECOGNITION

- 5.23 The Crown must, by or on the settlement date, provide the governance entity with a copy of each of the following:
- 5.23.1 a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:
- (a) Earthquake Slip Marginal Strip (as shown on deed plan OTS-201-20):
 - (b) Moeangiangi Marginal Strip (as shown on deed plan OTS-201-21):
 - (c) Esk Kiwi Sanctuary Area (as shown on deed plan OTS-201-22):
 - (d) Tangoio Falls Scenic Reserve (as shown on deed plan OTS-201-23):
 - (e) White Pine Bush Scenic Reserve (as shown on deed plan OTS-201-24):
 - (f) Mangapukahu Scenic Reserve (as shown on deed plan OTS-201-25):
 - (g) Te Kuta Recreation Reserve (as shown on deed plan OTS-201-26):
 - (h) Waipatiki Scenic Reserve (as shown on deed plan OTS-201-27):
 - (i) Waikoau Conservation Area (as shown on deed plan OTS-201-28):
 - (j) Peaks of Maungaharuru Range (as shown on deed plan OTS-201-29):
 - (k) Anaura Stream and its tributaries (as shown on deed plan OTS-201-32):
 - (l) Aropaoanui River and its tributaries (as shown on deed plan OTS-201-33):
 - (m) Esk River and its tributaries (as shown on deed plan OTS-201-34):
 - (n) Mahiaruhe Stream and its tributaries (as shown on deed plan OTS-201-35):
 - (o) Te Ngarue Stream and its tributaries (as shown on deed plan OTS-201-36):

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (p) Waikari River and its tributaries (as shown on deed plan OTS-201-37);
and
 - (q) Waikoau River and its tributaries (as shown on deed plan OTS-201-38);
and
- 5.23.2 a deed of recognition, signed by the Commissioner of Crown Lands, in relation to the following areas:
- (a) Anaura Stream and its tributaries (as shown on deed plan OTS-201-32):
 - (b) Aropaoanui River and its tributaries (as shown on deed plan OTS-201-33):
 - (c) Esk River and its tributaries (as shown on deed plan OTS-201-34):
 - (d) Mahiaruhe Stream and its tributaries (as shown on deed plan OTS-201-35):
 - (e) Te Ngarue Stream and its tributaries (as shown on deed plan OTS-201-36):
 - (f) Waikari River and its tributaries (as shown on deed plan OTS-201-37);
and:
 - (g) Waikoau River and its tributaries (as shown on deed plan OTS-201-38).
- 5.24 Each area that a deed of recognition relates to includes only those parts of the area owned and managed by the Crown.
- 5.25 A deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation, or the Commissioner of Crown Lands, as the case may be, must, if undertaking certain activities within an area that the deed relates to, –
- 5.25.1 consult the governance entity; and
 - 5.25.2 have regard to its views concerning the association of the Hapū with the area as described in a statement of association.

FORM AND EFFECT OF DEEDS OF RECOGNITION

- 5.26 Each deed of recognition will be –
- 5.26.1 in the form in the documents schedule; and
 - 5.26.2 issued under, and subject to, the terms provided by section 37 and sections 46 to 49 of the draft settlement bill.
- 5.27 A failure by the Crown to comply with a deed of recognition is not a breach of this deed.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

TE KAWENATA

- 5.28 The Crown and the governance entity agree that the Minister of Conservation, the Director-General of Conservation, and the governance entity will enter into a partnership agreement, to be known as Te Kawenata, relating to Te Kawenata Area, the form of which is in part 7 of the documents schedule.
- 5.29 The parties recognise the existing Treaty of Waitangi obligations of the Department of Conservation under section 4 of the Conservation Act 1987. The purpose of Te Kawenata is to build upon these obligations and to provide a framework for active engagement relating to Te Kawenata Area.
- 5.30 The governance entity, the Minister of Conservation and the Director-General of Conservation will, on or before the settlement date, sign Te Kawenata.
- 5.31 The settlement legislation will, on the terms provided in subpart 2 of part 2 of the draft settlement bill –
- 5.31.1 give effect to clauses 5.28 to 5.30; and
- 5.31.2 provide for Te Kawenata.

PROTOCOLS

- 5.32 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister:
- 5.32.1 the Crown minerals protocol:
- 5.32.2 the taonga tūturu protocol.
- 5.33 A protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

FORM AND EFFECT OF PROTOCOLS

- 5.34 Each protocol will be –
- 5.34.1 in the form in the documents schedule; and
- 5.34.2 issued under, and subject to, the terms provided by subpart 3 of part 2 of the draft settlement bill.
- 5.35 A failure by the Crown to comply with a protocol is not a breach of this deed.

RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- 5.36 The Ministry for the Environment and the governance entity must by or on the settlement date sign a relationship agreement.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.37 The relationship agreement sets out how the Ministry for the Environment will interact with the governance entity with regard to the matters specified in it.
- 5.38 The relationship agreement will be in the form in the documents schedule.

FISHERIES RELATIONSHIP AGREEMENT

- 5.39 The parties agree to develop a fisheries relationship agreement in conjunction with Ngati Kahungunu Iwi Incorporated and the mandated representatives.
- 5.40 Part 4 of the general matters schedule sets out the parties' agreement in respect of the fisheries relationship agreement.

APPOINTMENT AS ADVISORY COMMITTEE

- 5.41 By or on the settlement date, the Minister for Primary Industries must, on the terms provided by section 66 of the draft settlement bill, appoint the governance entity as an advisory committee to the Minister for Primary Industries under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 for the purposes of advising the Minister on any proposed changes to -
- 5.41.1 the prohibition on the commercial taking of finfish from the waters of the area in Hawke's Bay known as the Wairoa Hard; and
- 5.41.2 the restriction on the use of nets for the taking of finfish in the waters of the area in Hawke's Bay known as the Wairoa Hard.

PROMOTION OF RELATIONSHIP WITH MINISTRIES AND DEPARTMENTS

- 5.42 By or on the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter to each of the following Ministries and departments, to provide a platform for the governance entity and each of the agencies to better engage with each other:
- 5.42.1 Ministry of Business, Innovation and Employment:
- 5.42.2 Ministry of Justice:
- 5.42.3 Ministry of Health:
- 5.42.4 Ministry of Education:
- 5.42.5 Ministry of Māori Development:
- 5.42.6 Ministry of Social Development:
- 5.42.7 New Zealand Police:
- 5.42.8 Department of Internal Affairs (National Library and Archives functions).

DEED OF SETTLEMENT

5: CULTURAL REDRESS

LETTERS OF INTRODUCTION TO ENTITIES, AGENCIES, LOCAL AUTHORITIES, MUSEUMS AND OTHER INSTITUTIONS

- 5.43 By or on the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter of introduction to each of the following entities, agencies, local authorities, museums and other institutions, to introduce the governance entity, and encourage each entity, agency, local authority, museum or other institution to enhance their relationship with the governance entity:
- 5.43.1 New Zealand Historic Places Trust:
 - 5.43.2 Regional Council:
 - 5.43.3 Napier City Council:
 - 5.43.4 Hastings District Council:
 - 5.43.5 New Zealand Transport Agency:
 - 5.43.6 Fish and Game Council of New Zealand:
 - 5.43.7 Environmental Protection Authority:
 - 5.43.8 Museum of New Zealand Te Papa Tongarewa:
 - 5.43.9 Auckland War Memorial Museum:
 - 5.43.10 Rotorua Museum Te Whare Taonga o Te Arawa:
 - 5.43.11 Taupo Museum:
 - 5.43.12 Whakatane District Museum and Gallery:
 - 5.43.13 Tairāwhiti Museum:
 - 5.43.14 Central Hawke's Bay Settlers Museum:
 - 5.43.15 Hawke's Bay Museum and Art Gallery (Napier):
 - 5.43.16 Wairoa District Museum:
 - 5.43.17 Aratoi-Wairarapa Museum of Art and History:
 - 5.43.18 Pataka Museum of Arts and Cultures:
 - 5.43.19 Puke Ariki:
 - 5.43.20 Te Manawa (Palmerston North):

DEED OF SETTLEMENT

5: CULTURAL REDRESS

5.43.21 Whanganui Regional Museum.

HAWKE'S BAY REGIONAL PLANNING COMMITTEE

Establishment of the committee

- 5.44 The governance entity and the Regional Council, and other Hawke's Bay iwi and hapū, have agreed to establish the Hawke's Bay Regional Planning Committee (**committee**) as a permanent committee of the Regional Council in order to improve the engagement between the Regional Council and tāngata whenua in relation to resource management matters in the Hawke's Bay region.
- 5.45 The governance entity and the Regional Council, and other Hawke's Bay iwi and hapū have agreed interim terms of reference for the committee that were adopted by the Regional Council on 14 December 2011.
- 5.46 On the basis of the agreements reached in clauses 5.44 and 5.45, the Crown will propose a bill for introduction to the House of Representatives that, if enacted, will –
- 5.46.1 give effect to clause 5.44; and
 - 5.46.2 provide for the committee.

General

- 5.47 The governance entity acknowledges that –
- 5.47.1 the redress under clauses 5.44 to 5.46 is the Crown's commitment to introduce legislation under clause 5.46; and
 - 5.47.2 the Crown is not in breach of its commitment if the legislation introduced is not enacted.

POUWHENUA AND INTERPRETATION PANEL FUNDING

- 5.48 On the settlement date, the Crown will pay to the governance entity \$15,000 for the purpose of erecting pouwhenua on sites of historical and cultural importance to the Hapū in the area of interest.
- 5.49 If the governance entity identifies a proposed site for erection of pouwhenua on land in the area of interest owned by an agency or local authority listed in clause 5.43 and notifies the Crown no later than 10 business days before the settlement date, the Minister for Treaty of Waitangi Negotiations will refer to the proposed pouwhenua site in the relevant letter of introduction and the Hapū may engage with that agency or local authority about the proposed pouwhenua site.
- 5.50 If the governance entity identifies any proposed site for pouwhenua that is on land administered by the Department of Conservation in Te Kawenata Area, the erection of pouwhenua on this site will be agreed in accordance with the terms of Te Kawenata.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.51 The parties acknowledge that on 20 March 2013 a Commissioner of the Department of Conservation authorised the erection of a pouwhenua on Te Kuta Recreation Reserve under the Reserves Act 1977.

NEW AND ALTERED GEOGRAPHIC NAMES

- 5.52 The settlement legislation will, from the settlement date, –

- 5.52.1 assign each of the following new geographic names to the location set opposite it:

New geographic name	Location (topographic map and grid references)	Geographic feature type
Hinekatorangi Wetlands	BJ39 355353	Wetlands
Motu-o-Rūrū	BJ38 157450	Historical site
Ngāmoerangi	BJ39 371370	Historical site
Panepaoa	BJ39 370370	Historical site
Rangiātaahua	BJ39 368402 – BJ39 369398	Historical site
Tauwhare Papauma	BJ38 182532	Historical site
Te Areare	BJ39 384385 – BJ39 389386	Historical site
Te Rae-o-Tangoio	BJ39 374384	Historical site
Te Waka-o-Ngārangikataka Ridge	BJ38 157514 – BJ38 172531	Ridge
Tiwhanui	BJ39 479523 – BJ40 487526	Historical site

- 5.52.2 alter each of the following existing geographic names to the altered geographic name set opposite it:

Existing geographic name (official, recorded or local use)	Altered geographic name	Location (topographic map and grid references)	Geographic feature type
Ahuateatua	Ahu-o-te-Atua	BH38 228601	Peak
Lake Pohue	Lake Te Pōhue	BJ38 180490	Lake
Lake Tutira	Lake Tūtira	BJ39 361513	Lake
Mangakopikopiko Stream	Mangakōpikopiko Stream	BJ38 214421 – BJ39 262362	Stream
Pakuratahi Stream	Pākuratahi Stream	BJ39 317402 – BJ39 373373	Stream
Purahotangihia	Pūrahoitangihia	BJ39 293480	Peak
Taits Beach (local use only)	Punakērua Beach	BJ39 399 390 – BJ39 409404	Beach
Te Ngaru Stream	Te Ngarue Stream	BJ39 314438 – BJ39 372373	Stream
Waipatiki Beach	Waipātiki Beach	BJ39 429422	Beach
Waipatiki Stream	Waipātiki Stream	BJ39 360450 – BJ39 427420	Stream
Whakaari (recorded name)	Whakaari (official name)	BJ39 391382	Point
Whirinaki Bluff	Te Uku Bluff	BJ39 361356	Bluff

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.53 The settlement legislation will assign the new geographic names, and alter the existing geographic names, on the terms provided by subpart 7 of part 2 of the draft settlement bill.

USE OF DEFINED TERM FOR OFFICIAL GEOGRAPHIC NAME

- 5.54 Each of the following defined terms is not the official name of the geographic feature or Crown protected area to which it relates:

5.54.1 Boundary Stream Scenic Reserve:

5.54.2 Whakaari Landing Place Reserve:

5.54.3 Moeangiangi Marginal Strip:

5.54.4 Tangoio Marginal Strip:

5.54.5 Earthquake Slip Marginal Strip:

5.54.6 Pākuratahi Stream (current official name Pakuratahi Stream):

5.54.7 Te Ngarue Stream (current official name Te Ngaru Stream):

5.54.8 Lake Tūtira (current official name Lake Tutira):

5.54.9 Waipātiki Stream (current official name Waipatiki Stream).

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.55 Where cultural redress is non-exclusive, the Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.
- 5.56 The Crown must not enter into another settlement with another iwi or hapū that provides for the same redress where that redress has been made available exclusively for the Hapū.
- 5.57 Clause 5.55 is not an acknowledgement by the Crown or the Hapū that any other iwi or group has interests in relation to land or an area to which any of the non-exclusive cultural redress relates.