

Te Mahere Whakahaere o
Te Tāwiri a Te Makō

Lake Māhinapua Management Plan



Whitu / November 2018



Whakaahua mātua / Cover photograph:
Māhinapua, April 2016 © Craig Pauling

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Te Rūnanga o Ngāi Tahu
PO Box 13-046
Ōtautahi / Christchurch

with

Te Rūnanga o Ngāti Waewae

and

Te Rūnanga o Makaawhio

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9 May 2018

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Tēnā koe Aaron

RE: Māhinapua Management Plan

Te Rūnanga o Ngāti Waewae is happy to endorse 'Te Mahere Whakahaere o Te Tāwiri o Te Makō / Lake Mahinapua Management Plan.

This is a significant milestone for Lake Māhinapua in getting a management plan completed following the vesting of the lakebed of Māhinapua through the Ngāi Tahu Claims Settlement Act 1998.

Nāhaku noa, nā

Francois Tumahai

Chairman

Te Runanga o Ngati Waewae



31 July 2018

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Tēnā koe Aaron

RE: Māhinapua Management Plan

Te Rūnanga o Makaawhio is happy to endorse 'Te Mahere Whakahaere o Te Tāwiri o Te Makō / Lake Māhinapua Management Plan.

This is a significant milestone for Lake Māhinapua in getting a management plan completed following the vesting of the lakebed of Māhinapua through the Ngāi Tahu Claims Settlement Act 1998.

Nāhaku noa, nā

Tim Rochford
Chairperson



Approval of Te Mahere Whakahaere o Te Tāwhiri a Te Makō: Lake Māhinapua Management Plan

It is hereby certified that the Te Mahere Whakahaere o Te Tāwhiri a Te Makō: Lake Māhinapua Management Plan dated November 2018 has been formally endorsed by Te Rūnanga o Ngāi Tahu.

This Plan will be used to guide future management of the tribal property.

This Plan is also a planning document recognised by the iwi authority, Te Rūnanga o Ngāi Tahu.

Arihia Bennett
Chief Executive Officer/Te Kaihautū

Lisa Tumahai
Kaiwhakahaere

30 January 2019

Dated:

30 January 2019

Dated:

The Common Seal
of Te Rūnanga o Ngāi Tahu



Mō tātou, ā, mō kā uri ā muri ake nei.
For us and our descendants after us.

Mihi Whakatūwhera

Tai mate
Tai ora
Kā wai o Māhinapua

E kore Te Tāwiri a te Makō e warewaretia
Ngā tai o Ruatapu
Piri ana ki te poho o te iwi e

Hikitia kā pikikōtuku
Hoki tika ki te Tai o Mahunui
Moe mai rā e kā raketira, moe mai rā
He toa piki pari, mate pari e

Nāwai rā ka ea kā mate
Tau ana kā uri o Kāti Māmoe me Kāi Tahu
Ki te Tai o Poutini e kukuru nei

Poutini Kāi Tahu
Kāti Waewae, Kāti Māhaki
Mau tonu, mau tonu ki te take o ō tīpuna
He tai taurikura
He tai oraka takata

Nāia ko te rika hora o Poutini Kāi Tahu
E karaka atu ana te whakamiha ki te hākerekere
E kā iwi, e kā mauka whakahī, e kā awa tapu
Mauri tū, mauri ora, mauri wai
Tēnā koutou, tēnā koutou, tēnā rā koutou katoa.

Te Rūnanga o Ngāi Tahu, Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio wish to acknowledge all those that have contributed to the development of this plan, as well as those who have steadfastly upheld the mana and mauri of Māhinapua as a place of ongoing cultural and ecological significance.

To the members of Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio who contributed their time to attend hui and provide feedback on the plan, and who are involved in the management of Māhinapua; and

To the agencies including the Department of Conversation, Fish and Game, West Coast Regional Council, Westland District Council, Maritime New Zealand, Ngāi Tahu Forest Estates, Lake Māhinapua Aquatic Club and West Coast Scenic Waterways, who have supported and/or provided feedback on this plan and will be involved with the future management of Māhinapua.

We acknowledge you, we acknowledge you, we acknowledge you all.

Nō reira, tēnā koutou, tēnā koutou, tēnā koutou katoa.

RĀRANGI ŪPOKO / Contents

1.0	WHAKATAKI / <i>Introduction</i>	1
1.1	Kaupapa / <i>Purpose</i>	2
1.2	Te Whakatakotoranga / <i>Plan Structure</i>	2
1.3	Te Wawata me ngā whāinga / <i>Vision and Objectives</i>	2
1.4	Te Whanaketanga / <i>Developing the Plan</i>	3
1.5	Ngā Tūnga me ngā Kawenga / <i>Roles and Responsibilities</i>	4
1.6	Tuhinga-ā-ture / <i>Legislative and Policy Framework</i>	10
2.0	NGĀ UARA / <i>Values</i>	18
2.1	Whakapapa / <i>History</i>	18
2.2	Ngā Wai / <i>Water</i>	19
2.3	Mahinga Kai and <i>Ecology</i>	19
2.4	Mahi-ā-tākaro me te whai wāhi o te hāpori / <i>Recreation and Public Access</i>	20
2.5	Ngā mahi arumoni / <i>Commercial and other Activities</i>	20
3.0	KIA ARORAKI / <i>Management</i>	22
3.1	Rangatiratanga / <i>Ownership, Governance and Management</i>	22
3.2	Ngā Wai / <i>Water</i>	23
3.3	Mahinga Kai and <i>Ecology</i>	25
3.4	Mahi-ā-tākaro me te whai wāhi o te hāpori / <i>Recreation and Public Access</i>	27
3.5	Ngā mahi arumoni me ētahi atu mahi / <i>Commercial and other Activities</i>	29
4.0	TE WHAKATINANATANGA ME TE AROMATAWAI / <i>Implementation and Review</i>	30
4.1	Komiti Whakahaere / <i>Māhinapua Management Committee</i>	30
4.2	Mahi-ā-te-Tau / <i>Annual Work Programme and Hīkoi/Hui</i>	30
4.3	Te Aroturuki me te Whakatakotoranga / <i>Monitoring and Review</i>	31

ĀPITIHANGA / Appendices

Appendix 1: Lake Māhinapua Certificate of Title

Appendix 2: Ngāi Tahu Claims Settlement Act 1998 Sections 191-200 Vesting of bed of Lake Māhinapua and Schedules 10 and 13

Appendix 3: Ngāi Tahu Deed of Settlement 1997 Section 11.8 Vesting of Bed of Māhinapua and Attachments 11.39 and 11.40

Appendix 4: Te Waihora Maimai Agreement 1997

Appendix 5: Ngāi Tahu Forest Estates Land Holdings

Appendix 6: Current Regional Consents in the Māhinapua Catchment

1.0 WHAKATAKI / Introduction

Lake Māhinapua is a waterbody of cultural, natural, historic and recreational importance located within the Westland District of Te Waipounamu, just south of Hokitika. To Ngāi Tahu, and in particular Te Rūnanga o Ngāti Waewae (Ngāti Waewae) and Te Rūnanga o Makaawhio (Makaawhio) it is also recognised as a wāhi tapu (sacred place) and known in tribal traditions as Te Tāwiri a te Makō.

The loss and degradation of the values associated with this taonga was included as part of the overall Ngāi Tahu claim to the Waitangi Tribunal and resulted in the bed of Māhinapua being vested in Te Rūnanga o Ngāti Tahu, through the Ngāi Tahu Claims Settlement Act (NTCSA) 1998¹.

The extent of the bed vested in Te Rūnanga o Ngāti Tahu is shown in Figure 1 below and is also outlined in Appendix 1. The lake bed property is approximately 400 hectares and neighbours the Lake Māhinapua Scenic and Recreation Reserves (administered by the Department of Conservation) as well as the Lake Māhinapua Wildlife Reserve (administered by Fish and Game). The fee simple ownership extends to the bed of Māhinapua only and does not include the water above, nor aquatic life within the water. It does however include plants attached to the bed of the lake². There is also an access easement over part of the surrounding reserves at Shanghai Bay in favour of Ngāi Tahu. See Appendix 2 and 3 for further details.

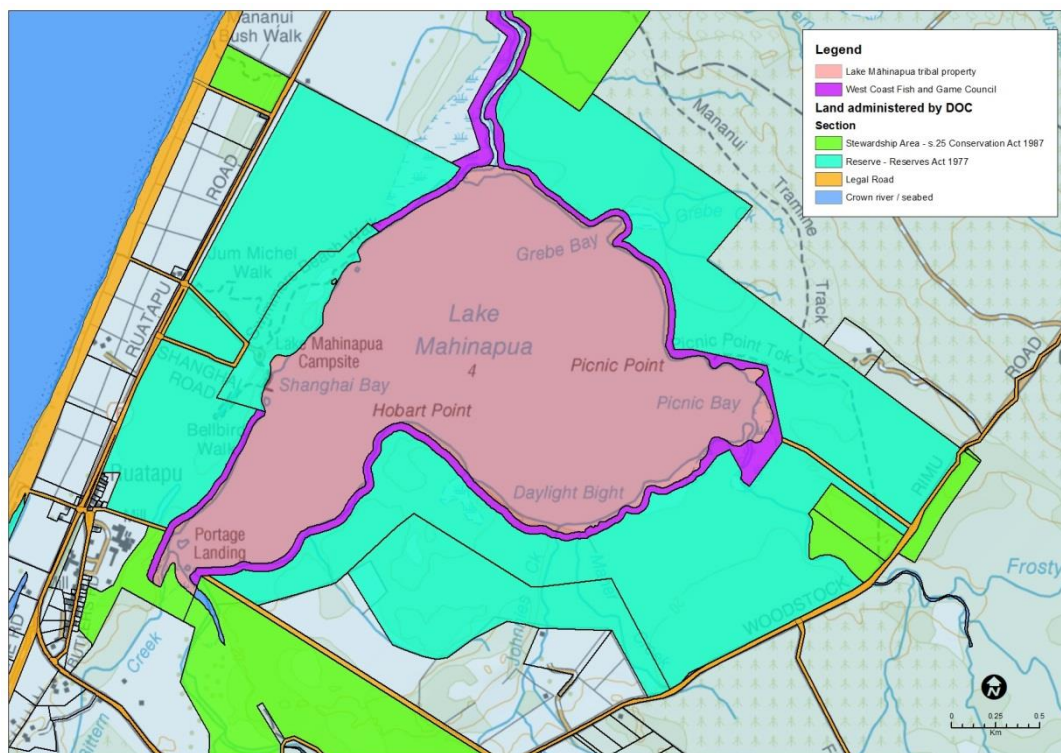


Figure 1. Map of Lake Māhinapua showing parcel ownership

¹ Section 189 Ngāi Tahu Claims Settlement Act 1998 – See Appendix 2

² Section 190 Ngāi Tahu Claims Settlement Act 1998 – See Appendix 2

1.1 Kaupapa / Purpose

This management plan has been prepared by Te Rūnanga o Ngāi Tahu, in conjunction with Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio to guide and support the management of the bed of Māhinapua, as well as the wider catchment, in line with Ngāi Tahu values.

The plan aims to sustain the vitality of Ngāi Tahu culture by restoring the relationship of Poutini Ngāi Tahu with the lake and recognising the historical and ongoing cultural significance of Māhinapua, primarily through managing activities affecting the lake bed, and ensuring its cultural importance is recognised by all users.

The plan contains long-term objectives, policies and methods for effective integrated management of Māhinapua. It provides for the management of the Ngāi Tahu lake bed as a primary objective, as well as advocacy for the management of the wider catchment in conjunction with other landowners and agencies.

1.2 Te Whakatakotoranga / Plan Structure

The plan is structured as follows:

- Section 1.0 sets out the vision of the plan, the relevant roles and responsibilities of the various agencies involved in management, the relationship of the plan to the wider planning and policy framework, and the process for plan development;
- Section 2.0 introduces the key values of Māhinapua to be managed through the plan;
- Section 3.0 sets out the policies and methods for management of the values of the bed of Māhinapua and its wider catchment; and
- Section 4.0 sets out actions and timeframes for implementation of the plan, as well as plan monitoring and review.

1.3 Te wawata me ngā whāinga / Vision and Objectives

The overarching vision of the plan is:

Hei whakamana i te wāhi tapu o Te Tāwiri a te Makō mō tātou, ā, mō kā uri ā muri ake nei

To manage, enhance and protect Lake Māhinapua in a manner that upholds its primary cultural significance and sacredness as wāhi tapu, while also recognising its ecological importance and recreational values.

All policies, implementation methods, and actions in this plan are underpinned by this vision, and are supported by the following objectives:

- **Whakamana:** Enhance the mana, and recognise the national, regional and local significance of Lake Māhinapua, particularly with regards to its wāhi tapu status.
- **Mauri tū/Wairua:** Enhance mauri and in-turn the natural and spiritual values of the area.
- **Whakakaha i ngā tūmomo koiora:** Protect and enhance indigenous biodiversity.
- **Whakarato i te mahi-ā-tākaro:** Provide for compatible recreational use and enjoyment.
- **Whakarato i te mahi arumoni:** Provide for compatible commercial opportunities.
- **Rangatiratanga/Tohungatanga:** Protect tribally owned settlement assets and develop an awareness of other management tools and agency processes while supporting holistic management.

Aspects of this plan help to achieve the Ki Uta Ki Tai management planning aspirations of Ngāi Tahu, especially in terms of the importance of waimāori / freshwater environments. A Ki Uta Ki Tai approach is based on a traditional concept of resource management that recognises the interconnectivity of all resources from the mountains (or source) to the sea, including the critical role of tāngata (people) as kaitiaki. The framework requires a holistic approach and co-ordination by all agencies responsible for environmental management.

Beyond the management of the natural resources and ecology of the lake, Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio consider it vitally important to educate the local community and visitors to the lake about its cultural significance as a wāhi tapu. Neither wish to unreasonably restrict passive uses of the lake by others but consider that the events that led to the lake becoming tapu is a shared history that requires further recognition, respect and understanding. Policies in this plan have been developed with this in mind.

1.4 Te Whanaketanga / Developing the Plan

This plan has been developed by Te Rūnanga o Ngāi Tahu, in conjunction with Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio, as well as other agencies and organisations with interests in Māhinapua. The plan's development involved research, site visits and a series of hui to understand, discuss and agree on the key issues and options for the management of Māhinapua.

To develop the plan, Te Rūnanga o Ngāi Tahu contracted Boffa Miskell Ltd to research and develop an initial issues and options paper, which was presented at an initial hui with rūnanga members at Arahura Marae in April 2016. This hui also involved a site visit to Māhinapua.

Following the initial hui, a draft management plan was developed and presented for review by both Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio members at a second hui in October 2016. The plan was then updated and sent to rūnanga for feedback in February 2017. Following this, further work was undertaken to refine the plan, including incorporating an appropriate mihi. The final plan was approved by Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio in May and July 2018 respectively, followed by adoption by Te Rūnanga o Ngāi Tahu in November 2018. It is intended that this plan will be comprehensively reviewed after 10 years (by 2028).

The plan has also been prepared in consultation with key partners and stakeholders including the Department of Conservation, Maritime New Zealand, West Coast Fish & Game, West Coast Regional Council, Westland District Council, Ngāi Tahu Forest Estates, Lake Māhinapua Aquatic Club and West Coast Scenic Waterways. Hui were held with these agencies and groups to discuss the draft issues and options in April and October 2016. The draft plan was also provided to the agencies for review.

1.5 Ngā Tūnga me ngā Kawenga / Roles and Responsibilities

Te Rūnanga o Ngāi Tahu, Te Rūnanga o Ngāti Waewae, Te Rūnanga o Makaawhio and other agencies and landowners have roles and responsibilities in managing Māhinapua and its catchment. The roles and responsibilities of the key organisations and agencies under this plan are outlined below.

Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio

Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio are two of the 18 Papatipu Rūnanga that make up Te Rūnanga o Ngāi Tahu. Each rūnanga are the administrative councils of their respective hapū, Ngāti Waewae and Ngāti Mahaki, who hold manawhenua and have kaitiaki responsibilities over their particular takiwā, as set out in the *Te Runanga o Ngai Tahu (Declaration of Membership) Order 2001*:

- The takiwā of Te Rūnanga o Ngāti Waewae (Te Rūnaka o Kāti Waewae) is centred on Arahura and Hokitika and extends from the north bank of the Hokitika River to Kahuraki and inland to the Main Divide, together with a shared interest with Te Rūnanga o Makaawhio in the area situated between the north bank of the Pouerua River and the south bank of the Hokitika River.
- The takiwā of Te Rūnanga o Makaawhio is centred at Makaawhio and extends from the south bank of the Pouerua River to Piopiotahi and inland to the Main Divide, together with a shared interest with Te Rūnanga o Ngāti Waewae (Te Rūnaka o Kāti Waewae) in the area situated between the north bank of the Pouerua River and the south bank of the Hokitika River.

Together, these rūnanga represent those who identify themselves as Poutini Ngāi Tahu and share kaitiakitanga for Māhinapua. Their role under this plan is to provide leadership and guidance in working with Te Rūnanga o Ngāi Tahu to jointly implement and administer this plan and making key management decisions affecting the lake bed of Māhinapua.

Te Rūnanga o Ngāi Tahu

Te Rūnanga o Ngāi Tahu was established by the *Te Runanga o Ngai Tahu Act 1996* to give a legal identity to, and represent, the tribal collective of Ngāi Tahu Whānui. Te Rūnanga o Ngāi Tahu is the iwi authority and current legal owner of the bed of Lake Māhinapua, and its role under this plan includes working with Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio, and other key agencies and stakeholders to implement and administer the plan. The role also involves administering and facilitating key budgets and funding to implement the plan. Under Section 199 of the NTCSA 1998, Te Rūnanga o Ngāi Tahu are also a statutory advisor to the Minister of Conservation with respect to the Lake Māhinapua Scenic and Recreation Reserves (see the following section for more information).

Department of Conservation

The Department of Conservation (DOC) is responsible under the Conservation Act 1987 and the Wildlife Act 1953 for the management of protected species and ecosystems, providing for public enjoyment of public conservation lands, conserving historic resources in protected areas, and promoting the conservation of natural and historic resources generally.

The Department administers a significant area of Crown owned land around the lake including the land between the lake edge and State Highway 6 where the Lake Māhinapua campsite, information boards, car park, boat ramp and toilet block are located. Prior to the NTCSA, the Department also administered the Māhinapua lake bed, but never developed a management plan for it. The campsite itself is very popular, with wastewater being treated and discharged via a land-based system and a solar shower area (but no running showers). DOC also own a

bach at Shanghai Bay but are currently considering its future due to ongoing maintenance costs and issues.

The Department is committed to supporting the management of Māhinapua by Ngāi Tahu and will provide staff time and resources to support the implementation of the plan, including through research and technical expertise, and the management and restoration of their adjoining lands. Te Rūnanga o Ngāi Tahu, through Ngāti Waewae and Makaawhio, are also statutory advisors in terms of the DOC administered land around the lake and therefore DOC will continue to seek their advice for all matters affecting the lake or its margins.

West Coast Fish & Game Council

Fish and Game Council functions, as set out in section 26Q of the Conservation Act 1987, are to manage, maintain and enhance the sports fish and game resources in the recreational interests of anglers and hunters. The West Coast Fish and Game Council has this statutory responsibility at Māhinapua, and in particular administer land (Pt Res 1180) adjacent to Tūwharewhare (Māhinapua Creek) and immediately adjacent to the lake shore, except at Shanghai Bay.

Game fish such as brown trout and perch are present, but the lake has not been restocked for many years and it is generally considered a junior angling opportunity. There is also some limited gamebird hunting for which Fish and Game issues permits. There are maimai located in the Fish and Game reserve as well as a small number on the lake bed.

Fish and Game have agreed to support the management of Māhinapua by working with Ngāi Tahu to manage maimai, gamebirds and sports fish in line with the management plan. This may include undertaking surveys of maimai and/or entering into a maimai agreement for those maimai on the lake bed. A copy of the Maimai Agreement developed for the Te Waihora lake bed is included as Appendix 4.

West Coast Regional Council

The West Coast Regional Council (WCRC) is responsible under the Resource Management Act 1991 (RMA) for the integrated management of the natural and physical resources of the West Coast region. It achieves this through the Regional Policy Statement and the Regional Land and Water Plan. This includes issuing and monitoring water and discharge permits and monitoring water quality and other aspects of the use of the bed of Māhinapua and inflowing waterways under the Regional Plan. The Council is also responsible for proposing, making and implementing regional pest management plans under the Biosecurity Act 1993, as well as monitoring water quality in the lake, including the settling ponds at the saw mill in Ruatapu.

Along with the Westland District Council, the WCRC are responsible under Policy D1 of the National Policy Statement for Freshwater Management 2014 (NPSFM) for providing for the involvement of iwi and hapū in the management of freshwater, including ensuring that tāngata whenua values and interests are identified and reflected in management and decision-making. The WCRC is currently looking at the requirements of the NPSFM and the National Objectives Framework (NOF) and will decide whether any further work needs to be done to implement the provisions of the NPSFM. If more work is required, and when the Council knows what this work will entail, it will work with Ngāti Waewae, Makaawhio and Te Rūnanga o Ngāi Tahu as part of this process.

As part of current arrangements, Makaawhio and Ngāti Waewae are full voting members of WCRC's Resource Management Committee and therefore all decision-making on freshwater matters involves Papatipu Rūnanga. WCRC also distributes a weekly list of all consent applications received to the rūnanga. Additionally, WCRC work with the rūnanga in their role as statutory advisors in terms of the land around the lake and will also continue to seek their statutory approval for applications that potentially affect the lake or its margins.

WCRC support a catchment based approach to lake management and note that there is potential to achieve good outcomes through non-regulatory means, due to the limited number of adjoining landowners, including DOC, Ngāi Tahu Forest Estates and a small number of private landowners. Future changes to the Regional Plan could give more background on future development potential considerations in the wider catchment and provide any structure in which this could be pre-emptively reconciled.

The council will also implement the National Environmental Standard on Plantation Forestry (NES) when and if it is gazetted. This includes provision for buffers from waterbodies to manage sediment runoff. The NES will manage forestry activities from land preparation, earthworks, river crossings, harvesting and replanting. It will likely require the setback of activities from water bodies to manage effects such as sedimentation during harvesting.

Westland District Council

Westland District Council is responsible under the RMA for the management of the effects of the use, development, or protection of land and associated natural and physical resources of their district. As noted above, along with the WCRC, the Westland District Council are responsible for implementing Policy D1 of the NPSFW and will continue to work with Ngāti Waewae and Makaawhio in their role as statutory advisors in terms of the land around the lake and in seeking their statutory approval for applications that potentially affect the margins of the lake.

The District Council is about to commence a review of its district plan and its statutory obligations require it to consult with Ngāti Waewae and Makaawhio. It is also an opportunity for the Council to give effect to this management plan. Working together on regional and district policy, planning and consenting that affect Māhinapua and its catchment, potentially through a catchment management plan and co-governance model could be considered going forward.

Maritime New Zealand

Maritime NZ is a Crown entity responsible for national regulation, compliance and emergency response in relation to the safety, security and environmental protection of coastal and inland waterways. Maritime NZ develops and maintains national safety, security and environmental protection regulations that govern the ports, vessels and offshore installations in New Zealand waters. They maintain New Zealand's national maritime distress and safety radio service, and an emergency locator beacon detection network for land, sea and air. Maritime NZ also provides a national land, sea and air search and rescue coordination service. Maritime NZ is supportive of working with Ngāi Tahu and other agencies on managing navigational access and safety on Lake Māhinapua.

New Zealand Petroleum and Minerals

New Zealand Petroleum and Minerals (NZPM) lead and actively manage the New Zealand government's petroleum and minerals portfolio. NZPM are part of the Ministry of Business, Innovation and Employment (MBIE) and are the only agency that can grant access to New Zealand's oil, gas and Crown owned minerals. NZPM operates under the Crown Minerals Act 1991 and a number of programmes and regulations. In general, mining and drilling activities require consent under the Resource Management Act 1991. NZPM will work with Te Rūnanga o Ngāi Tahu, Ngāti Waewae and Makaawhio to ensure all mining applications affecting the lake and its catchment are notified and worked through, including those on adjoining DOC lands.

Land Information New Zealand

Land Information New Zealand (LINZ) manages New Zealand's Crown land, river and lake beds, administers high country pastoral leases, and Crown forestry licences on land held for

Treaty settlements. A key role of LINZ is identifying and lessening risks to the Crown estate, such as safeguarding New Zealand's unique biodiversity from the threat of plant and animal pests. Within the Māhinapua catchment, LINZ manages the bed of Tūwharewhare (Māhinapua Creek) and will be involved in future catchment management initiatives in conjunction with Ngāi Tahu and other agencies.

Lake Māhinapua Aquatic Club

The Lake Māhinapua Aquatic Club has been established for many years at the lake and operate out of clubrooms located on high ground at Shanghai Bay. A jetty, built in 1982 extends from the clubrooms, and is jointly managed with the Department of Conservation. The Jetty is permitted under section 197 of the Ngāi Tahu Claims Settlement Act 1998 (NTCSA)*. The Aquatic Club season runs from October to April with a regatta held in late January/early February. The Club has permanent buoys in the Lake but puts out larger buoys for regattas. These buoys are also permitted under section 197 of the NTCSA*. Sewage and wastewater from the clubhouse are discharged through the DOC land-based treatment system. The Aquatic Club is very aware of the history of the lake and its importance to Poutini Ngāi Tahu. They have expressed an interest in having the involvement of Ngāti Waewae and Makaawhio at their season opening and closing ceremonies, as well as building a wider working relationship. The Club is supportive of managing the speed of powerboats on the lake given the potential for conflict with yachts and swimmers. The Club also supports the potential for the West Coast Scenic Waterways cruise to drop off and pick up visitors at Shanghai Bay and a possible future expansion of activities to access the Tree Top Walkway.

Neighbouring Landowners and Businesses

No privately owned land directly adjoins Māhinapua, and the majority of land in the wider catchment is held under stewardship by the Department of Conservation, or is owned by Ngāi Tahu Forest Estates. There are a number of other landowners and businesses outlined below.

Ngāi Tahu Forest Estates Ltd (NTEF) owns approximately 4500 hectares of mixed forestry land in the Māhinapua catchment, including a large area of regenerating indigenous forest, significant blocks of pinus radiata and smaller areas of Cypress and Eucalyptus species. The areas of indigenous forest, including a significant area of regenerating Rimu forest around and above Lake Talan, as well as large areas around Frosty Creek are held under NZ Forest Accord and Forest Stewardship Council agreements. Lake Talan is also protected by a conservation covenant as well as District and Regional plan provisions. Exotic species are planned for harvesting on a rotational basis and are planned to be replanted with Sika Spruce in the future. NTEF also grants access arrangements to a number of miners on its land, mainly for small-medium scale alluvial gold operations. Effects on waterways from forestry and mining operations are protected with buffer areas and sediment settling ponds. NTEF work with Papatipu Rūnanga to keep them informed of their operations and major activities and is also working with the Westland District Council on extensions to the Māhinapua Walkway and granted easements over its land. A map showing NTEF land holdings is provided in Appendix 5.

West Coast Scenic Waterways Ltd operate a boat cruise experience, as well as hiring kayaks and canoes from their base along Tūwharewhare (Māhinapua Creek). Continued operation of the paddle boat cruise was permitted by section 197 of the NTCSA³, while canoe and kayak hire are permitted by DOC through a concession. The company has purchased a new boat that uses an engine system specifically chosen for its quietness. They are also looking to expand

³ See information in the following section and Appendix 2 for further details of section 197 of the Ngāi Tahu Claims Settlement Act 1998

their operations to include pick-ups and drop-offs at Shanghai Bay, as well as Picnic Bay and near Hobart Point - to link with the West Coast Cycleway and the Tree Top Walkway.

Expansion of the operation will likely require the approval of Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga, as well as other agencies, including Westland District Council. West Coast Scenic Waterways Ltd already has approvals from Fish and Game (for access/use of the Wildlife Reserve) as well as having a concession application lodged with DOC. There is a need to work through the remaining approval processes in a coordinated way to ensure activities remain legal and safe, as well as aligning with this management plan. In this regard, West Coast Scenic Waterways Ltd supports a low maximum speed limit on the Lake as well as a commitment to working with Ngāi Tahu on ways to ensure passengers are aware of the cultural importance and history of Māhinapua.

West Coast Tree Top Walkway operates on land on the South East side of Māhinapua and offers tourists an amazing view of the lake and its wider catchment and landscape. The company worked with Papatipu Rūnanga in establishing and opening the business and is keen to continue this relationship as well as working alongside West Coast Scenic Waterways on expansion of its operations.

The Māhinapua Pub operates on the highway just near the main vehicle entrance to Lake Māhinapua and is a key stop for the Kiwi Experience Bus tour. Backpackers from the pub and bus tour utilise the lake for swimming and are known to leave behind glass bottles and other rubbish which creates issues for other lake users. There is an opportunity to work with the pub to manage this as well as educating users about the significant values of Māhinapua and this management plan.

Westco Lagan Ltd operates the Ruatapu Sawmill just beyond the southern tip of the lake near Portage Landing and produce about 30,000m³ of pinus radiata each year, with much being sourced from Ngāi Tahu Forest Estates. A gold mining operation is also run in the vicinity of the mill with a number of consents for discharge of water from an old dredge pond and discharge of clean fill wood waste to land.

Other catchment landowners can also be approached, potentially in conjunction with Councils and other agencies, to work through how their lands can be managed to support the on-going health of Māhinapua.

Wider Community

Lake Māhinapua is used extensively by the wider community from schools who picnic and swim in the lake, to both domestic and international tourists who come to enjoy the beautiful scenery and interact with the lake and its surrounds. Ngāti Waewae and Makaawhio consider that those enjoying Māhinapua are responsible for ensuring it remains unspoilt, rubbish free, that camping is contained within the designated camp site and for learning about its cultural significance. Education of the wider community about this management plan and the wāhi tapu status of the lake will be undertaken in conjunction with the above agencies and stakeholders to ensure Māhinapua continues to be a great place for this generation and those to come – mō tātou, ā, mō kā uri ā muri ake nei.

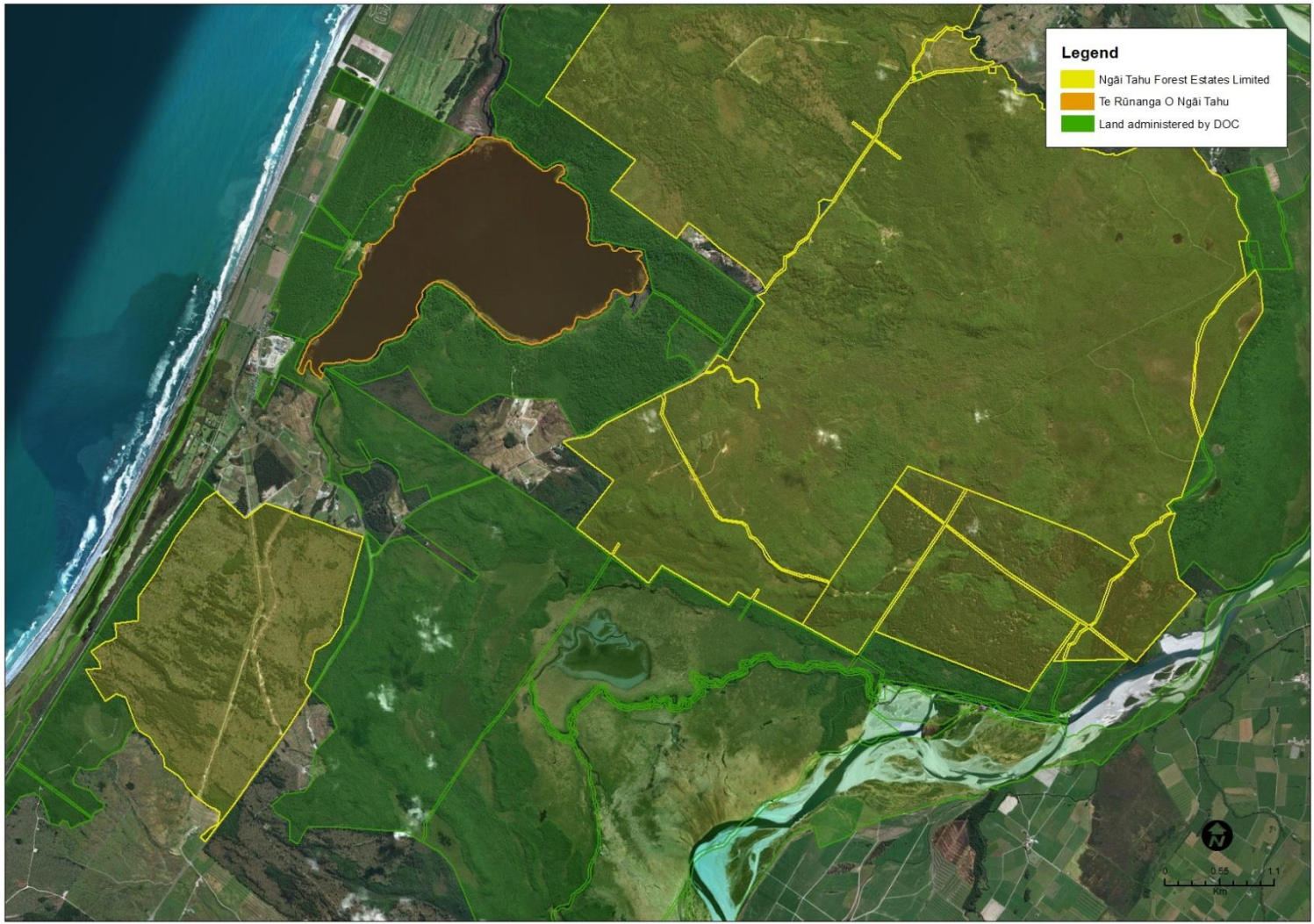


Figure 2. Map of Lake Māhinapua showing surrounding land ownership (WCRC)

1.6 Tuhinga-ā-ture / Legislative and Policy Framework

This plan is a private land management plan for the Māhinapua lake bed vested in the fee simple ownership of Te Rūnanga o Ngāi Tahu. However, as a planning document recognised by Te Rūnanga o Ngāi Tahu as an iwi authority, it has statutory effect and is required to be taken into account in the preparation of regional and district planning documents under the Resource Management Act 1991. Furthermore, it can be a matter to which a Regional or District Council can have regard in determining resource consent applications affecting the Lake. As a plan produced by Te Rūnanga o Ngāi Tahu, it is also important with regards to the statutory advisor role for the Lake Māhinapua Scenic and Recreation Reserves, as set out in section 199 of the Ngāi Tahu Claims Settlement Act 1998.

The NTCSA 1998, and a number of other statutes, plans and policy documents have a relationship to this management plan. The key legislation and documents and their relationship to management outcomes for Māhinapua are set out below.

Ngāi Tahu Claims Settlement Act 1998 and Deed of Settlement 1997

The Ngāi Tahu Claims Settlement Act gives effect to the Ngāi Tahu Deed of Settlement for the Ngāi Tahu land claims. The clauses of both the NTCSA and Deed relevant to the management of Lake Māhinapua are included in Appendix 2 and 3 respectively.

Sections 191-200 of the NTCSA provide for the vesting of the bed of Lake Māhinapua in Te Rūnanga o Ngāi Tahu (Section 192 – 194), while maintaining all lawful rights of public access, recreational use and enjoyment (Section 195). Section 196 of the NTCSA does however provide the ability for the Minister of Conservation, at the recommendation of Te Rūnanga o Ngāi Tahu, to make bylaws prohibiting or regulating public access and/or recreation use for the purpose of protecting the bed of Lake Māhinapua from adverse effects on conservation values, including wāhi tapu values. Bylaws may prohibit or place conditions on access or use, regulate use by vehicles or boats, and prescribe offences and fines for contravention with bylaws.

Section 197 of the NTCSA provides that the existing rights of ownership, use, and occupation of structures in the bed of Lake Māhinapua and lawful commercial uses affecting the bed of the lake can continue as long as such rights remain lawful. The NTCSA specifically provides for the ongoing occupation, use, and maintenance of the jetty and buoys as well as the use of the paddle steamer with the possible effect on the lake bed from churning of water.

Section 198 provides for the continued use of maimai on Māhinapua at the discretion of Te Rūnanga o Ngāi Tahu.

Section 199 stipulates that Te Rūnanga o Ngāi Tahu is to be a statutory advisor to the Minister of Conservation when developing conservation management plans or strategies or formulating written recommendations to the New Zealand Conservation Authority in respect of the Lake Māhinapua Scenic Reserve (Part Res 1055 & 1056, and Rural Reserve 6031 and the Lake Māhinapua Recreation Reserve (Part Reserve 1933, Part Lot 5 DP 1478 and Pt Res 146).

Section 200 provides for legal access to the bed of Lake Māhinapua to be provided for Te Rūnanga by way of an easement over the recreation reserve at Shanghai Bay.

Further to the above, section 11.8.7 of the Deed of Settlement also provides indemnity to Te Rūnanga o Ngāi Tahu against actions, claims, demands, losses, damages and costs by any member of the public arising from continued public access and recreational use.

Te Rūnanga o Ngāi Tahu Freshwater Policy

The Ngāi Tahu Freshwater Policy (2001) outlines tribal environmental outcomes for freshwater and the means by which Ngāi Tahu is seeking to work with resource management agencies to achieve these outcomes. The policy sets out the principles that should govern the formulation of water policies and plans, including recognition of the rights, values and interests of Ngāi Tahu in freshwater, and in particular, the taonga status ascribed to freshwater.

The policy then sets out a number of matters to be addressed such as integrated management, the identification of Ngāi Tahu values and uses associated with freshwater resources, in-stream water flows, freshwater fisheries habitats and participation of Ngāi Tahu in freshwater management. Of particular relevance to Lake Māhinapua is a priority on the specific protection of wāhi tapu, contained in the following objective and supporting policies:

To afford total protection to water that are of particular spiritual significance to Ngāi Tahu.

- 1. Identify sites for immediate protection because of their significance as wāhi tapu.*
- 2. Agree with resource management agencies objectives, policies and methods that protect the sites identified by Papatipu Rūnanga.*

The policy also sets out a number of strategies to give effect to the policies including prohibiting some activities because of their unacceptable adverse effects, education of resource users, formulation of policy provisions and information and training for resource management staff and the general public. There are also objectives, policies and strategies that relate to mauri that encompasses both water quality and quantity, mahinga kai, and kaitiakitanga

Ngāi Tahu (Pounamu Vesting) Act 1997

The overall Ngāi Tahu claims settlement includes the Ngāi Tahu (Pounamu Vesting) Act 1997. This Act vested in Te Rūnanga o Ngāi Tahu all pounamu in its natural conditions within the takiwā of Ngāi Tahu Whānui. Pounamu is managed in accordance with the Te Rūnanga o Ngāi Tahu Pounamu Resource Management Plan and also in accordance with any relevant Papatipu Rūnanga pounamu management plans.

No member of the public can knowingly disturb, remove or recover pounamu without the consent of Te Rūnanga o Ngāi Tahu and the relevant Papatipu Rūnanga. Where any pounamu is discovered at or around Lake Māhinapua, the occurrence should be notified to Te Rūnanga o Ngāi Tahu, Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio.

West Coast Regional Policy Statement

The Regional Policy Statement (RPS) provides an overview of the significant resource management issues of the West Coast region and objectives, policies and methods to achieve integrated management of the natural and physical resources to achieve the purpose of the RMA 1991. All regional and district plans are required to give effect to the Regional Policy Statement. At a high level, the West Coast RPS seeks to ensure the life-supporting capacity, ecosystem processes, and indigenous species, and mauri of freshwater is safe guarded, and the natural character values of lakes and wetlands and their margins are preserved, restored, or enhanced.⁴ It also contains objectives and policies that require the Council to take into account the principles of the Treaty of Waitangi in the exercise of functions and powers under

⁴ Objectives 8.2.1 and 9.1, West Coast Regional Policy Statement 2000.

the RMA and recognise the relationship of Poutini Ngāi Tahu to the land and water and provide for ongoing consultation⁵.

In March 2015, the Council notified a new Proposed RPS, which takes a different approach from the operative RPS in that it seeks to take a high level strategic approach to the management of the regionally significant issues. Further information is set out in the document itself and the accompanying s32 Evaluation Report available to download from the Council's website. The Council has held a number of pre-hearing meetings and workshops, including hui with Ngāti Waewae, Makaawhio and Te Rūnanga o Ngāi Tahu, which will continue until the plan is made operative.

West Coast Regional Land & Water Plan

The Regional Land and Water Plan assists the WCRC to carry out its functions under the RMA in managing land and water resources in the region. It includes objectives, policies, and rules which control activities affecting the quantity and quality of water resources in implementing the Regional Policy Statement. It provides the basis for determining when resource consents are required, and the assessment of consent applications. The plan seeks to manage the effects of activities on the stability of the lake bed, its natural character, indigenous biodiversity, sports fish habitat and water quality⁶. The plan identifies a number of significant wetlands around the periphery of Lake Māhinapua (as shown on the map below) which are subject to rules that seek to protect and manage the wetlands⁷. The plan also manages water quality for the purposes of managing identified swimming areas, which includes Lake Māhinapua⁸. In August 2016, WCRC notified a plan change which seeks to make alterations to the boundaries of a number of wetlands as well as number of other changes. The Council is in the process of reviewing the submissions before updating the plan. Further information is available on the Council's website.

The plan does not contain specific rules that manage Lake Māhinapua, although the lake is listed as a habitat of the following threatened species: matuku/bittern, kōtuku/white heron, kāmana/crested grebe, pārerā/grey duck, kōau/black shag, little black shag, giant kōkopu, kōwaro/mudfish, tuna/longfin eel, and *Myriophyllum robustum* (Schedule 7a). The lake is also listed as a site of spiritual and cultural significance to Poutini Ngāi Tahu, as a significant sport fishery and a scheduled swimming area.

The plan does however contain rules that manage discharges to land and water, and land uses in the Lake catchment must comply with these rules or apply for a resource consent. The permitted rules are intended to be an incentive for farmers to discharge to land rather than to water. Any works in wetland areas surrounding the lake are likely to require a consent. There is limited development within the catchment and dairying forms a very small part of the surrounding land uses. However, Councils' Compliance staff do annual and bi-annual monitoring of all dairy farms in the Region to ensure that the rules in Plan are being adhered to.

The plan also includes information and methods in relation to Poutini Ngāi Tahu values and issues of significance. This includes ensuring that the management natural resources is

⁵ Objectives 5.1 and 5.2 and Policies 5.1.1, 5.2.1-3 of the West Coast Regional Policy Statement.

⁶ Objective 5.2.1 of the West Coast Regional Land and Water Plan.

⁷ Chapter 6 of the West Coast Regional Land and Water Plan.

⁸ Policy 8.3.1 of the West Coast Regional Land and Water Plan.

consistent with cultural values and that Poutini Ngāi Tahu are involved in consent and plan processes, and monitoring programmes. Specific implementation methods include:

- encouraging consultation prior to lodging and referring all applications for resource consents in areas covered by wāhi tapu, wāhi taonga, statutory acknowledgements, pounamu, mahinga kai and nohoanga sites to Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu prior to decision-making.
- Utilising Iwi management plans and cultural impact assessments and working with Papatipu Rūnanga to identify opportunities for raising landowner awareness of the importance of wāhi tapu.
- Monitor the effectiveness of the planning and resource consent processes in order to determine whether considerations relating to wāhi tapu, wāhi taonga, statutory acknowledgements, and nohoanga sites are adequately catered for.

Given the ownership of the lake bed, WCRC should seek written approval for any applications that may affect or be located on the bed of the lake. WCRC should also provide Ngāi Tahu with all applications affecting the lake including discharges to land and water, and water takes on surrounding/adjoining land.

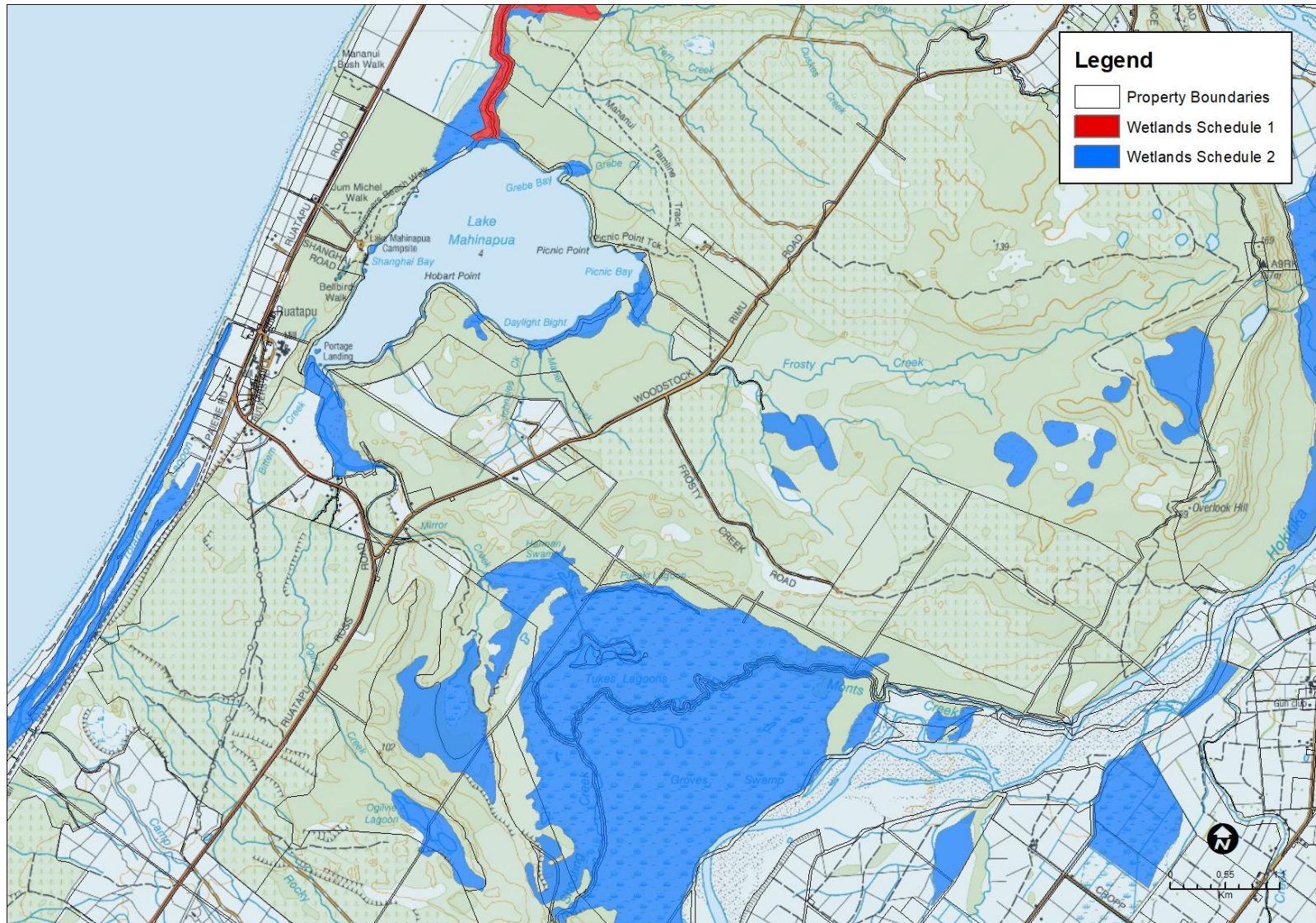


Figure 3. Map showing wetland areas in the Māhinapua catchment (WCRC)

Regional Pest Plant Management Strategy for the West Coast 2010

The Regional Pest Plant Management Strategy for the West Coast provides a framework for the efficient and effective management or eradication of specified plants in the West Coast region under the Biosecurity Act 1993. The strategy includes rules which place obligations on land owners to control specified plant pests, including broom, gorse, and other exotic weeds. However, white waterlily and Cape pondweed, which are already present in the lake are not managed under the Pest Plant Management Strategy.

A revised Pest Plant Plan was notified early in 2016 and submissions closed in October 2016. Given the scope of submissions, it is likely that water hyacinth and white waterlily will not be managed through rules in the new plan. However, there is a possibility that Wilding Conifers will be controlled by the new plan as this was requested by both LINZ and Te Rūnanga o Makaawhio. Further information about the plan is available on the Council's website.

The Council has not prepared a Regional Pest Animal Management Strategy.

Westland District Plan 2002

The Westland District Plan assists the District Council to carry out its functions under the RMA in managing use, development, and subdivision of land in the district. It also includes objectives, policies, and rules which control activities in implementing the Regional Policy Statement. It provides the basis for determining when resource consents are required, and the assessment of consent applications.

The plan has identified Lake Māhinapua as an outstanding natural landscape, which provides a greater level of protection than a general rural zoning. The Council acknowledges that beyond this, the lake has not been the focus of Council's attention due to the lack of development pressure. However, as it begins the review of its District Plan, the Council is keen to work alongside Ngāti Waewae and Makaawhio to ensure that the Proposed Plan correctly reflects their values and interests and addresses any significant resource management issues.

Resource consents

Both WCRC and WDC have issued a number of consents (especially since 1996) to discharge contaminants to land and water, as well as land use consents that enable a range of activities in the vicinity of the Lake. This includes forestry, pest control, gold mining, tourism (eg. tree top walkway), timber processing, road and bridge construction, domestic effluent disposal, as well as the redevelopment and maintenance of the car park and foreshore area at Shanghai Bay. Refer to Appendix 6 for a full list of the consents.

Reviewing processes and developing improvements for involving Ngāti Waewae and Makaawhio, as well as Te Rūnanga o Ngāi Tahu will be important going forward to achieve the aims of this management plan.

The National Policy Statement for Freshwater Management 2014

The National Policy Statement for Freshwater Management 2014 (NPSFM) sets out the objectives and policies that direct local government to manage water in an integrated and sustainable way, while providing for economic growth within set water quantity and quality limits. The preamble to the NPSFM recognises that the Treaty of Waitangi is the underlying foundation of the Crown-iwi/hapū relationship with regard to freshwater resources. Addressing tāngata whenua values and interests across all of the well-beings and including the involvement of iwi and hapū in the overall management of freshwater, are key to meeting obligations under the Treaty of Waitangi.

This is specifically reflected in Objective and Policy D1, which states:

Local authorities shall take reasonable steps to:

- a) *Involve iwi and hapū in the management of fresh water and fresh water ecosystems in the region.*
- b) *Work with iwi and hapū to identify tāngata whenua values and interests in fresh water and fresh water ecosystems in the region; and*
- c) *Reflect tāngata whenua values and interests in the management of, and, decision-making regarding, fresh water and fresh water ecosystems in the region.*

It is acknowledged that both WCRC and WDC actively engage with Makaawhio and Ngāti Waewae when preparing any revisions to plans, as well as processing resource consents affecting Lake Māhinapua, and that this will continue into the future and specifically take into account this management plan.

West Coast Conservation Management Strategy

The West Coast Conservation Management Strategy 2010-2020 (WCCMS) sets out how DOC intends to manage the public conservation lands on the West Coast (Te Tai o Poutini). It contains numerous objectives and policies in relation to working in partnership with Poutini Ngāi Tahu/Ngāi Tahu, as well as the management of wāhi tapu, wāhi taonga and NTCSA sites, including Māhinapua.

In particular, the WCCMS focuses on continuing to build and enhance practical on-the-ground relationships, largely through face to face meetings on key projects and joint work on the Conservancy's Business Plan. Policy 6 in Section 3.1.2.1 states that '*Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu involvement and participation in conservation on public conservation lands and waters will be encouraged and may be supported with information and technical advice*'.

Lake Māhinapua is specifically noted as having a Deed of Recognition and being a statutory advisor site, both of which provides for Ngāi Tahu input into the decision-making processes of DOC and the management of DOC administered land. The strategy notes that the Department successfully advocates for no high speed motorised boats and minimal overnight mooring on Lake Māhinapua (Section 3.6.4.12). The WCCMS also includes section 3.1.2.5 devoted to the protection of wāhi tapu and wāhi taonga outlining policies to proactively protect and manage wāhi tapu with respect to Ngāi Tahu values and to do this in partnership with Ngāi Tahu.

The WCCMS provides a good foundation for DOC to continue to work with Makaawhio, Ngāti Waewae and Te Rūnanga in managing Lake Māhinapua and its surrounds. It also enables Makaawhio and Ngāti Waewae to input directly into any future management plans and conservation strategies and should include providing input on applications seeking concessions for activities or any future forestry and mining, as well as development and management of facilities at Shanghai Bay.

Department of Conservation: Lake Māhinapua Experience Development Plan 2012

This plan was written for a proposal to develop a 'round Lake Māhinapua walkway'. The plan recognises the cultural significance of the lake and proposes to work with Papatipu Rūnanga to provide complementary interpretation along the walkway that has been partially built, noting Ngāti Waewae and Makaawhio as key partners. This represents an opportunity for Ngāti Waewae and Ngāti Makaawhio to work with DOC to update and improve the existing interpretation panel's in relation to the cultural significance of Lake Māhinapua and polices and outcomes of this plan.

Fish and Game: Sports Fish and Game Management Plan

The Sports Fish and Game Management Plan (2011-2021) aims to manage and improve fish and game resources in the West Coast region. The Plan includes goals and objectives but does not give specific detail about outputs or implementation. The plans recognise that the Treaty encourages Fish and Game and Ngāi Tahu to act in good faith towards one another, including an obligation to consult and have respect for the other's point of view. The plan also acknowledges that the NTCSA 1998 defines what species are recognised as native game birds and has resulted in the West Coast Fish and Game Council co-opting a Ngāi Tahu representative to advise on matters affecting native game birds, as well as having input into Fish and Game's plans and processes, including any concessions granted to operate along Tūwharewhare (Māhinapua Creek) and immediately around the lake edge.

Maritime Transport Act 1994

Regional Councils (or, via delegation from the regional council, territorial authorities) are entitled under Part 3A of the Maritime Transport Act 1994 to regulate boating activities within their region. However, the West Coast Regional Council has not chosen to take up that option. Maritime NZ is therefore the responsible authority for boating safety on Lake Māhinapua, although local authorities remain responsible for matters such as noise and nuisance.

Under the Maritime Transport Act, Maritime NZ can make bylaws to regulate and control the use or management of ships, prevent nuisances arising from the use of ships and reserve the use of any water for specified persons or ships.

This provides an opportunity for Te Rūnanga, Ngāti Waewae and Makaawhio and other agencies to discuss implementing a restriction on the speed of motorised boats on the lake, with the exception of emergencies or for management purposes.

2.0 NGĀ UARA / Values

2.1 Whakapapa / History

Lake Māhinapua has a rich history that is critical to reflect in its ongoing use and management. It is significant to not only Poutini Ngāi Tahu, but also the wider iwi and community.

Prior to the 17th Century, Māhinapua was a significant mahinga kai (food gathering area) and puna raranga (weaving resource area) of the Pātea and Ngāi Wairangi tribes that once occupied Te Tai Poutini. Tuna (eels), īnaka (whitebait), numerous waterfowl as well as kuta (*Elocharis shacelata*) were, and still are, abundant.

In the late 17th century, following the journey of the Ngāti Wairangi chieftainess Raureka to the East Coast of the South Island, and her introduction of pounamu to Ngāi Tahu, successive Ngāi Tahu rangatira sent parties over to seek the prized stone. A series of battles ensued. During one battle led by Ngāi Tahu chief, Tānetiki, and involving Tūtaemaro and Hikātūtāe, to avenge the death of another chief Tūtepiriraki, the mōkihi (rafts) of the Ngāi Tahu war party were overturned. Some say this was due to the karakia said by Ngāti Wairangi tohunga Tūararo-o-te-rangi, regardless, Ngāi Tahu suffered a great loss. Hikātūtāe, the only surviving Ngāi Tahu chief, proceeded to burn the bodies of his drowned relatives at Māhinapua, except for their heads which he took back to Kaiapoi pā. The battle is remembered by the name *Tāwiri a te Makō* – meaning the heaping of the sharks – in reference to the bodies of the chiefs heaped up on the foreshore of the lake. Because of the significance of these events, Māhinapua is regarded as wāhi tapu, particularly the southwest area where the above events took place⁸.

Accordingly, Poutini Ngāi Tahu do not take kai (food) from, or swim in, the lake. The tapu status of the lake is still upheld by the current generation and there is a desire amongst them to ensure that everyone understands and respects the history and values of the lake, whilst not wanting to prevent others from using the waters of the lake for recreational activities.

European history associated with Māhinapua, also supports the protection of the special values of the lake. In 1893, just under 100 hectares, including the banks of Tūwharewhare (Māhinapua Creek) and land around the lake were gazetted as reserve and vested in the Westland Acclimatisation Society. An additional area was gazetted as scenic reserve in 1907, along with a recreation reserve in Shanghai Bay in 1974, and land around Mirror Creek to the southwest of the lake is a stewardship area held under s25 of the Conservation Act 1987.

The lake has also been the focus of commercial forestry with the lake becoming part of an inland water highway in 1865, connecting Hokitika and Ross. This water highway was effectively closed when the railway was built in 1905. The railway closed in 1980 and the Department of Conservation has preserved the Māhinapua Creek Railway Bridge. A number of timber mills operated in the area and a tramline was built through part of the scenic reserve. This was used as a walkway and access point and continues to form part of the Māhinapua Walkway. Mining has also played a significant role in the history of the area.

This plan seeks to encourage increased awareness of the lake's cultural history and values while maintaining public enjoyment and use.

⁸ Pukahu, H., Tauara, H., Te Kaapo, H., Te Naihi, W.K., Te Naihi, Rea, Te Naihi, Ripaka and Bannister, S. (1897); Mamaru, T. (1898); Carrington, A.H. [1934]; Madgwick, P. (1992); Anderson, A. and Te Maire Tau (2008); Mason, A.M. (2000); Te Rūnanga o Ngāi Tahu (2017) www.kahurumanu.co.nz

2.2 Ngā Wai / Water

Water is a taonga of the utmost importance to Poutini Ngāi Tahu, playing a central role in the culture, traditions and ongoing identity of the people, particularly in relation to the custom of mahinga kai. Water is not only a source of food and physical sustenance, but a source of mana and spiritual sustenance, being intricately linked to, and reflective of, the well-being of the people. Water was, and remains, critical to economic survival, particularly in relation to fisheries, papakāinga, as well as horticultural and agricultural land use.

While Māhinapua is not currently utilised as a mahinga kai, due to its wāhi tapu status, the maintenance of its pristine water quality is still of vital importance. It is considered an important kōhanga (nest or nursery) for native fish, birds, plants and other fauna as well as being an outstanding natural landscape and significant ecological area. Protecting the lakes high quality water and habitat for indigenous freshwater biodiversity is central to upholding the mauri associated with the lake.

This plan seeks to protect and enhance the special nature and quality of freshwater in Māhinapua.

2.3 Mahinga Kai and Ecology

As noted above, Māhinapua was a significant mahinga kai in the past and it continues to provide a significant habitat for valued mahinga kai and taonga species. In particular, the wetlands around Māhinapua are a significant feature of the lake ecosystem, and of importance to these species. The wetland areas are comprised of extensive areas of freshwater wetland, with smaller areas of salt marsh and salt meadow, with some of these areas being highly representative of original vegetation. Some willow forest, however, is encroaching on wetlands in the north-western part of the lake. The wetlands are currently being assessed as being of regional ecological significance under the Regional Land and Water Plan. The Regional Council is also currently preparing a plan change to define and better manage the edges of certain wetlands, including those within the Māhinapua catchment.

The lake itself was formerly a coastal lagoon, but with the build-up of coastal dune systems, became a shallow inland lake, with several channels flowing into and out of it. The open water and wetland vegetation communities provide important habitat for a range of indigenous flora and fauna, including a large number of taonga species. Kakī anau/black swans and pārerā/grey ducks are common on the lake, while the rare matuku/bittern and seasonal kōtuku/white herons can occasionally be seen. Harakeke/flax and wīwī/rushes dominate the vegetation on the lake edge providing sheltered sites for waterfowl to breed. The shy mātātā/fern bird can also at times be heard and sometimes seen flitting amongst these swampy wetland areas. The surrounding bush is a mix of podocarps and hardwood species such as miro, mataī, tōtara, rimu and kahikatea closer to the lake, with sub-canopy species such as kāmahi, māhoe and Westland Quintinia being common. These tree species provide an important seasonal food supply for some of the birds found here; kākāriki, tūi, korimako/bellbird and kererū/NZ pigeon. The lake also supports indigenous fish species including tuna and īnaka, as well as containing stunted trout and perch. It is fortunate in that rudd have not yet colonised the lake. Exotic white waterlily (*Nymphaea alba*) and Cape pondweed (*Aponogeton distachyos*) are present and may require management and control.

The plan seeks to protect and enhance Māhinapua as a significant ecological area, particularly as a kōhanga for mahinga kai and taonga species and to explore appropriate customary use and management compatible with the lake's wāhi tapu status.

2.4 Mahi-ā-tākaro me te whai wāhi o te hāpori / Recreation and Public Access

Although the lake is considered wāhi tapu, Māhinapua remains a popular recreational lake and is utilised by many types of users including swimmers, fishers, game bird hunters, and various types of boating, particularly sailing, kayaking and canoeing. The peace and tranquillity offered by the lake environment is an important element of its recreational values, and it is also compatible with its wāhi tapu status. In line with this, power boating is generally not supported on the lake.

The Fish and Game reserve at Māhinapua is however specifically managed for game bird hunting and sports fishing, while the DOC reserves surrounding the lake include one of the most popular DOC campsites in the country, as well as numerous walkways.

The Lake Māhinapua Aquatic Club is located within buildings in Shanghai Bay and utilise the jetty and boat ramp located there. Small buoys are permanently located in the Lake and larger buoys are put out for regattas. The Jetty is maintained jointly by DOC and the Aquatic Club and resource consent from the WCRC is required for the use of the jetty and buoys but are permitted by section 197 of the NTCSA.

This plan seeks to provide for the on-going enjoyment of the lake by existing users but with increased education and awareness of the cultural values associated with the lake, including its wāhi tapu status.

2.5 Ngā mahi arumoni / Commercial and other Activities

Commercial activities on Lake Māhinapua are limited to the hiring of kayaks and canoes, and the operation of a tourist boat cruise by West Coast Scenic Waterways Ltd. No concession or resource consent was previously required for the operation of the cruise, and its continued operation was permitted by section 197 of the NTCSA. A concession for kayaking was applied for and granted by DOC around 2000, despite concerns from rūnanga. Further kayaking and cruise activities are currently being proposed and will require discussion and approvals to proceed. The Shanghai Bay jetty and buoys may also be utilised for commercial purposes and require further approvals.

As noted above, a DOC Campsite also operates within the reserve at Shanghai Bay, along with the Aquatic Club buildings, jetty, and boat ramp. Girl Guides New Zealand also previously held a concession to occupy land within the reserve for camping.

Within the wider catchment, the West Coast Tree Top Walk and Café operates its tourism business offering view over the lake, while a number of forestry related and mining business (including Ngāi Tahu Forest Estates and the Ruatapu Sawmill) also operate in the catchment. The Māhinapua Pub is also located nearby and is a major stop on the Kiwi Experience Bus tour.

Further to the above, there is potential for additional research, eco-tourism or natural resource based activities both on the lake and within the catchment.

The Ngāi Tahu Claims Settlement Act 1998 expressly permits the continued operation of the former paddle steamer, jetty and buoys for so long as these activities remain lawful. Working with the owners and operators of these and managing any future uses affecting the lake bed is a key issue for this plan. This could include commercial operations within the wider catchment.

This plan therefore seeks to provide for and/or manage commercial activities that are compatible with the objectives of the plan, particularly those affecting the lake bed.



3.0 KIA ARORAKI / *Management*

The management responses in this plan are intended to support the achievement of the overall objective of the plan, including by recognising and addressing the values, issues and opportunities identified in section 2.0 above. The policies and methods are intended to provide strong guidance for decision making by both Ngāi Tahu and the agencies involved in managing Lake Māhinapua and the wider catchment.

In order to support co-ordinated and integrated management of Lake Māhinapua, the policies and methods of the plan have been drafted to be consistent with the objectives and policies of the Ngāi Tahu Freshwater Policy and rūnanga values. They also recognise the functions, responsibilities, and relevant policy documents of the West Coast Regional Council, Westland District Council, Department of Conservation, Maritime New Zealand and West Coast Fish and Game to the extent that they have a role in managing protection, use and development of natural and physical resources at Lake Māhinapua and the surrounding catchment.

Unless stated otherwise, Te Rūnanga o Ngāi Tahu and the Papatipu Rūnanga will be jointly responsible for implementing the methods of this plan. Methods will be implemented if practicable, but there may be good reasons for Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga to choose not to do so. Successful implementation of the management plan will also require resources to be allocated through funding processes of Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga. This is not guaranteed and is subject to individual funding priorities.

3.1 Rangatiratanga / *Ownership, Governance and Management*

Ngā Kaupapa / *Policies*

- 3.1.1 Protect and enhance tribally owned settlement assets by ensuring the effective governance and management of the Lake Māhinapua lake bed.
- 3.1.2 Maintain and develop appropriate ownership, governance and management structures and processes to uphold the mana and mauri of Lake Māhinapua.
- 3.1.3 Consider future ownership, development and/or management of associated land and assets, including tourism assets as well as DOC and Fish and Game holdings.

Ngā Ritenga / *Methods*

- 3.1.A Work with Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio to establish effective governance and management structures and processes for Lake Māhinapua, including those methods outlined in section 4 of this plan. This should include developing annual work programmes and long-term funding requirements for lake bed management.
- 3.1.B Investigate the future vesting of the Māhinapua lake bed and other associated assets in an appropriate structure alongside or for Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio.
- 3.1.C Work with key agencies and stakeholders to achieve the vision and objectives of the Lake Māhinapua Management Plan and assist with the management of the lake bed and its catchment.
- 3.1.D Initiate and work towards the feasibility of preparing a Lake Māhinapua Reserve Management Plan in partnership with the Department of Conservation and Fish and

Game, and establish a Joint Committee to guide and govern the development and implementation of this plan.

- 3.1.E** Investigate the feasibility of establishing a Lake Māhinapua Catchment Plan with DOC, Fish and Game, WCRC and WDC along with a Joint Committee to guide and govern the development and implementation of this plan.

He Kupu Whakamārama/ Explanation

The Lake Māhinapua lake bed was vested in Te Rūnanga o Ngāi Tahu as part of the overall Ngāi Tahu Claims Settlement in 1998 in recognition of the significance of the area for Poutini Ngāi Tahu. Ngāti Waewae and Makaawhio have an aspiration for the lake bed to be owned and managed by rūnanga, particularly once effective governance and management structures and processes are in place, including gaining a clear understanding of annual work programme and funding requirements.

Further to this, responsibility for the management of the lake bed, surrounding land and the wider catchment is currently spread across a number of organisations and landowners which can make integrated management difficult. It may therefore be appropriate to consider establishing a joint catchment plan and governance/management structure involving these agencies into the future. An initial step would be to look at establishing a partnership between the three central bodies of Ngāi Tahu, DOC and Fish and Game, followed by the regional and district councils. It is noted that this could link to work that may be carried out by the WCRC to give effect to the NPSFM.

An immediate issue is the coordination of the Fish and Game reserve with both Ngāi Tahu and the Department of Conservation, as currently there is no statutory or other requirement for Ngāi Tahu to be involved in management of this area, which can make managing cultural values associated with the lake challenging. Establishing a joint management approach between Te Rūnanga o Ngāi Tahu, Ngāti Waewae, Makaawhio, Fish and Game and the Department of Conservation is therefore critical. Investigating other opportunities, include commercial tourism and further land ownership should also be considered, potentially in conjunction with Ngāi Tahu Forest Estates and Ngāi Tahu Tourism.

3.2 Ngā Wai / Water

Ngā Kaupapa / Policies

- 3.2.1** Ensure effective water management that provides for the involvement and relationship of Poutini Ngāi Tahu (Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio) with their ancestral lands, water, sites, wāhi tapu, wāhi taonga, and other taonga of Lake Māhinapua.
- 3.2.2** Protect ecosystems and habitats of Lake Māhinapua from water quantity and quality degradation.
- 3.2.3** Ensure land use activities in the Lake Māhinapua catchment contribute to improved water quality of the lake by implementing best management practices.
- 3.2.4** Reduce the potential for increased sedimentation entering Lake Māhinapua through management of adjoining land uses, particularly forestry and mining.
- 3.2.5** Manage visitor numbers, facilities and behaviour at the lake to eliminate the risk of discharges to Lake Māhinapua.

- 3.2.6** Promote use of signage in partnership with the Department of Conservation, Maritime NZ and West Coast Fish and Game to avoid the spread of *Lagarosiphon*, other aquatic pests and communicate other lake management messages.

Ngā Ritenga / Methods

- 3.2.A** Work with District and Regional Councils to implement Policy D1 of the Freshwater NPS and develop processes for involving Te Rūnanga o Ngāi Tahu, Ngāti Waewae and Makaawhio in water management in the Māhinapua catchment, including:

- Identifying Poutini Ngāi Tahu values and interests through district and regional planning documents and the provision of relevant objectives, policies and rules, as well as monitoring.
- Providing/notifying all applications that potentially affect the Māhinapua lake bed and its catchment to Te Rūnanga o Ngāi Tahu, Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio for comment.
- Establishing joint work programmes, plans and management/governance structures for the management of Māhinapua and its catchment.
- Considering all activities and applications for resource consent in terms of Te Mana o Te Wai.

- 3.2.B** Work with other agencies and landowners to improve the cultural and ecological health of Lake Māhinapua through other processes, including:

- Regional and district council long term and annual planning processes;
- RMA plan making and resource consent processes, particularly in relation to mining and forestry and managing sedimentation and discharges;
- Joint management and action between Papatipu Rūnanga, Te Rūnanga o Ngāi Tahu, Ngāi Tahu Forest Estates, Department of Conservation, West Coast Fish & Game, West Coast Regional Council, and Westland District Council, including wetland and riparian planting, protection, fencing and management of connected waterways, particularly Tūwharewhare (Māhinapua Creek)
- Collaborating and working with Ngāi Tahu Forest Estates Ltd on decisions and activities that will have a significant influence over and impact on water quality, mahinga kai and ecology.
- Joint action with other community groups, landowners and local residents.

- 3.2.C** Consider undertaking independent monitoring of water quality in the Lake, including cultural monitoring, and to manage any potential impacts of poor water quality on human health through the use of signage.

He Kupu Whakamārama / Explanation

The cultural and ecological health of Lake Māhinapua is high, with fairly limited human modification of its natural hydrology and connection to the sea. Land use practices in the catchment including groundwater abstraction and inputs of sediment and contaminants from the surrounding lands are also minimal.

However, it is important to continually manage and monitor water quality in the catchment, particularly in relation to mining and forestry activity and potential sediment and contaminant discharges. This can primarily be addressed through involvement in both Westland District and West Coast Regional Council planning and resource consent processes for activities in the

catchment to avoid inappropriate activities and ensure the implementation of good management practices. It is noted that this could link to work that may be carried out by the WCRC to give effect to the NPSFM.

Working with other agencies and the wider community is also critical, including working with DOC and Fish and Game on measures, such as signage prompting boat owners to wash their vessels prior to launching on Lake Māhinapua. This is a potentially significant issue given that *Lagarosiphon* has been found in Lake Ianthe but is not yet known to occur in Lake Māhinapua. As the majority landowner in the Māhinapua catchment, it is also essential to work with Ngāi Tahu Forest Estates Ltd.

3.3 Mahinga Kai and Ecology

Ngā Kaupapa / Policies

- 3.3.1** Avoid introduction of new animal and plant pest species, and eradicate existing pests and weeds through targeted control, particularly willows, Cape pondweed and white waterlily.
- 3.3.2** Maintain and work to increase native fish populations and manage restocking of sports fish in recognition of existing angling opportunity.
- 3.3.3** Identify and protect areas of existing indigenous vegetation at Lake Māhinapua.
- 3.3.4** Restore the indigenous biodiversity of Lake Māhinapua through threat removal, encouraging natural regeneration, and enhancement of suitable indigenous vegetation and species, particularly around connected wetlands and waterways, including Tūwharewhare (Māhinapua Creek) and within the DOC Reserve.
- 3.3.5** Promote the management of adjoining Fish and Game and DOC land consistent with this management plan to support the enhancement of the cultural, ecological, historic, and landscape values of Lake Māhinapua.
- 3.3.6** Investigate and implement customary protection and management tools for managing fisheries and other mahinga kai resources.

Ngā Ritenga /Methods

- 3.3.A** Work with West Coast Fish & Game and the Department of Conservation to manage and monitor exotic and pest fish species in Lake Māhinapua and its tributaries.
- 3.3.B** Commission any further research needed to identify bird, plant, lizard, and invertebrate species requiring specific protection and enhancement, as well as utilisation. Work with the Department of Conservation, West Coast Regional Council, Westland District Council, West Coast Fish and Game, and research institutions as appropriate.
- 3.3.C** Undertake an annual hīkoi / hui with the Department of Conservation, West Coast Fish & Game, Westland District Council, West Coast Regional Council and neighbouring landowners, along with more regular surveillance monitoring to:
 - Identify animal and plant pest risks and identify annual control priorities and methods;
 - Identify land use practices negatively impacting on habitat and species health and identify measures for improvement;
 - Identify and monitor key taonga species and key management priorities.

- 3.3.D** Prepare and maintain an animal and plant pest control plan for Lake Māhinapua, in conjunction with other agencies (such as DOC, Fish and Game and the Regional Council) which is to be updated annually following the hīkoi in method 3.3.C above, and implement the plan to control priority pest species. In particular, the plan is to include a planned programme to eradicate willow, pine, eucalyptus and monkey cyprus if they are identified within the Lake Māhinapua Scenic Reserve.
- 3.3.E** Prepare and implement a planned programme of enhancement using suitable/eco-sourced native species, working in association with the Department of Conservation, West Coast Fish & Game, Westland District Council and the community. The programme may include:
- Enhancement of the car park area at Shanghai Bay;
 - Enhancement along the eastern and western margins of the lake including suitable/eco-sourced native species;
 - Fencing to protect key taonga species;
 - Recreational facilities determined through method 3.4.A.
- 3.3.F** Avoid adverse effects on existing indigenous vegetation, mahinga kai and key taonga species to the extent practicable in undertaking management and restoration activities, including only using pesticides when there is no effective alternative.
- 3.3.G** Work with West Coast Fish & Game and the Department of Conservation to ensure management of adjoining land recognises ecological linkages with Lake Māhinapua with respect of water flows, fisheries, wildlife movement, and genetic diversity.
- 3.3.H** Collaborate and work with Ngāi Tahu Forest Estates Ltd in relation to forestry activities in the Māhinapua catchment to protect and enhance water quality, mahinga kai and ecology.
- 3.3.I** Give preference to removing weeds manually rather than using chemical means of control.

He Kupu Whakamārama / Explanation

Low native fish populations have impacted on the customary, commercial and recreational potential of the Māhinapua fishery. The cultural, ecological, and landscape values of Lake Māhinapua have also been degraded through historical forest clearance, and encroachment of pest species, including trout in the lake, and pine, eucalyptus and monkey Cyprus in the Scenic Reserve.

Restoration of the ecological values of Lake Māhinapua is the ultimate goal for the lake and its surrounds including removal of pest plants and restoration of indigenous species.

Development and implementation of an animal and pest control management plan will provide for co-ordinated control of priority pest species. Pest control will assist in progressing a planned programme of ecological enhancement. The WCRC has expressed its willingness to assist in sourcing funding for research and to be involved in helping to create a plant and/or animal control plan.

The use of manual methods to remove weeds from the Lake is preferred to the use of chemical control in particular the use of 1080 and products that contain the active ingredient glyphosate such as Round-Up given the potential for immediate and long-term effects on indigenous species.

3.4 Mahi-ā-tākaro me te whai wāhi o te hapori / Recreation and Public Access

Ngā Kaupapa / Policies

- 3.4.1** Enable and maintain public access for passive recreation, camping, fishing, hunting, and the use of non-powered water craft to the extent that it is compatible with the objectives and policies of this plan, while respecting the Lake's wāhi tapu status.
- 3.4.2** Investigate limiting public access to particularly sensitive areas of the Lake through the development of a by-law.
- 3.4.3** Ensure recreational structures, facilities, and signage are designed to enhance the cultural, ecological, and landscape values of Lake Māhinapua, and is provided in line with relevant health and safety legislation and best practice.
- 3.4.4** Manage continued gamebird shooting in association with West Coast Fish & Game, including the use of existing maimai via a maimai agreement.
- 3.4.5** Promote public awareness of the cultural significance of Māhinapua, particularly around its wāhi tapu status, through interpretation and naming as well as artwork and structures.
- 3.4.6** Investigate the creation of by-laws to limit the speed or ban the use of motorised craft on the lake to maintain the peaceful ambience associated with the Lake, to respect its wāhi tapu status and to enhance user safety (except for the use of motor craft for emergencies or for regatta's run by the Māhinapua Aquatic Club).
- 3.4.7** Provide for the continued use of the Lake by the Māhinapua Aquatic Club.

Ngā Ritenga / Methods

- 3.4.A** Work with West Coast Fish & Game to manage gamebird shooting at Lake Māhinapua, including the use of existing maimai on the lake bed, by:
 - Developing a maimai agreement which enables the use and registration of existing maimai, and provides for the removal of derelict maimai;
 - Requiring hunting licences to be subject to conditions covering where shooting and vehicle access is permitted or restricted;
 - Establishing a fee regime for maimai with contributions being payable to Ngāi Tahu to assist with the management of Māhinapua.
- 3.4.B** Update public information and signage in association with the Department of Conservation, West Coast Fish & Game, Maritime NZ and local councils, identifying:
 - The cultural, historical, and ecological significance of Lake Māhinapua, incorporating karakia/mihi whakawātea, as well as the dual naming of parts of lake;
 - Customary use of specific resources;
 - Enhancement and pest/weed control efforts;
 - Fish & Game involvement in management;
 - Public safety, water safety and navigation rules;
 - Locations of restricted public, boating and vehicle access;

- Restrictions on access, hunting, fishing, domestic animals, camping, and fires consistent with this management plan.

3.4.C Work with the Department of Conservation to establish bylaws for the control of public access and use in particular areas, under section 196 of the Ngāi Tahu Claims Settlement Act 1998 including managing the:

- Protection of wāhi tapu values;
- Fire lighting (in addition to Rural Fire Authority restrictions);
- Domestic animals (other than for authorised game bird recovery).
- Rubbish
- The location and length of stay for camping
- Use of firearms (other than for authorised gamebird hunting)
- Disturbance and removal of natural materials.
- Power boat use.

3.4.D Identify and minimise any significant health and safety risks to the public, including through good design, location, permitting and maintenance of structures and provision of warning signage, in line with relevant health and safety legislation and best practice. A hazard / risk register will be held by Te Rūnanga o Ngāi Tahu and be updated and reviewed as required. The hazard register will be made available to Papatipu Rūnanga on request.

3.4.E Work with Maritime NZ and other agencies to establish navigation by-laws to manage and restrict the speed and/or use of powered craft on Lake Māhinapua.

He Kupu Whakamārama / Explanation

Public access and recreational use, including fishing and gamebird hunting has the potential to impact on cultural, ecological, and landscape values if they are not carefully managed. There is an opportunity to significantly enhance compatible recreation activities as part of restoration objectives. Future recreational facilities will be identified in conjunction with other agencies for inclusion in any development or enhancement plans.

Measures are proposed to more effectively manage gamebird shooting including maimai use (in conjunction with West Coast Fish & Game). Information signage will describe the significance of Lake Māhinapua to Poutini Ngāi Tahu / Te Rūnanga Ngāi Tahu, and expectations of the public in undertaking recreational activities. Bylaws may ultimately be established if access and recreational use are deemed to be causing adverse effects on cultural and ecological values.

Ngāti Waewae and Makaawhio are keen for others to understand why Māhinapua is of such importance to them and are supportive of updating the existing information boards to provide an explanation of the meaning of tapu and what it means in practice. They are also interested in educating local people by telling them the story of the lake from a Poutini Ngāi Tahu perspective, alongside the later European history. There is also a desire to understand and investigate the naming of areas of the lake, and look at the potential for dual, new or renaming areas.

3.5 Ngā mahi arumoni me ētahi atu mahi / *Commercial and other Activities*

Ngā Kaupapa / Policies

- 3.5.1** Enable commercial and other activities to the extent that they are consistent with the management objectives and policies of this plan.
- 3.5.2** Encourage and support research activities that aid improved knowledge of the Lake Māhinapua environment, and in particular research that aligns with management priorities.
- 3.5.3** Ensure commercial, research, and other activities are supported by both Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga prior to issuing approval.

Ngā Ritenga / Methods

- 3.5.A** Develop and implement a concession/access arrangement system for commercial and other activities, including an application form, assessment process and a fee regime with contributions being payable to Te Rūnanga o Ngāi Tahu and/or Papatipu Rūnanga to assist with the management of Lake Māhinapua.
- 3.5.B** Work with universities and research institutions to encourage research activities at Lake Māhinapua into the following research and management priorities:
 - Fish populations and passage, particularly for tuna, kōura, and īnaka;
 - Populations and impacts of exotic pest fish, and pest plants;
 - Indigenous birds, terrestrial and aquatic plants, lizards, and invertebrates;
 - Biosecurity and pest control methods;
 - Potential future customary use of flora and fauna.
- 3.5.C** Develop and implement an approval process for private research activities, including a requirement that the results of any research are made available to Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga.

He Kupu Whakamārama / Explanation

Proposals for commercial use need to be carefully considered to ensure that they are consistent with management objectives and ensure there are no impacts on cultural, ecological, and landscape values. Research proposals which generally align with information gaps and research needs at Lake Māhinapua will be encouraged, subject to research outcomes being made available to Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga.

4.0 TE WHAKATINANATANGA ME TE AROMATAWAI / Implementation and Review

The implementation of this plan will occur progressively over time, taking into account priorities, resourcing, and funding requirements. Initial implementation priorities include:

- **Wāhi Tapu education/recognition:** Investigate bylaw development and improved information and signage;
- **Limiting/Prohibiting Motorised Watercraft:** Work with WCRC, WDC, Maritime NZ, DOC, Fish and Game and the Māhinapua Aquatic Club on navigation safety bylaws.
- **Concession Process/Access Arrangement system:** Develop a concession/approval process and access arrangement system for private commercial, research, and other activities proposed within the bed of Lake Māhinapua, including working through the proposed expansion of kayaking and cruise activities by West Coast Scenic Waterways;
- **Joint Governance/Management:** Developing joint management plans and structures with other agencies, including DOC, Fish and Game, WCRC and WDC.

4.1 Komiti Whakahaere / Māhinapua Management Committee

A committee made up of representatives from Te Rūnanga o Ngāi Tahu, Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio will be created with the purpose of providing direction and co-ordination to implement this plan. The committee will:

- Receive and consider information, including monitoring and research outcomes;
- Determine monitoring, research, and management priorities and actions;
- Confirm the pest and restoration plans, and annual work programme for each year and across multiple years;
- Review ongoing progress in completing the annual programme and other initiatives;
- Identify and confirm sources of funding for proposed work;
- Review health and safety risks and determine actions;
- Review the effectiveness of the current management plan policies and methods.

Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga will jointly assist and support the on-going running of the committee, including resourcing representatives, hosting meetings, taking notes, developing agendas, papers and undertaking analysis required to inform meetings.

Other parties may be co-opted and/or invited to support the committee such as staff and representatives from other agencies, consultants, researchers, neighbouring landowners and the wider community. Investigation of joint management structures could also be undertaken.

4.2 Mahi-ā-te-Tau / Annual Work Programme and Hīkoi/Hui

To assist in co-ordinating the management of Māhinapua, an annual work programme will be developed and approved by the committee.

To facilitate the development and implementation of the work programme the committee may also organise an annual hīkoi / hui, inviting relevant stakeholders and agencies. The hīkoi

/ hui would provide an opportunity to monitor and celebrate what has been achieved as well as consider ideas for improvements as well as new projects. It will also be an opportunity to assign tasks and set timeframes for work programmes as well as being able to discuss, identify and agree on potential joint projects and alignment with external agencies and stakeholders.

The annual work programme may cover the following:

- Identify priorities, scope, timing, and methods for controlling animal and plant pest risks (in response to any pest management plans);
- Identify any restoration actions, including the scope and timing for providing fencing, planting, signage and recreational facilities;
- Indicate the resourcing and funding requirements and sources for undertaking management actions;
- Identify arrangements for informing and working with stakeholders, adjacent landowners and the community in implementing the programme;
- Identify methods to manage health and safety risks in undertaking management actions.

4.3 Te Aroturuki me te Whakatakotoranga / *Monitoring and Review*

This management plan is effective from November 2018 and has been prepared to cover a 10-year timeframe. It is envisaged that the plan will be comprehensively reviewed after 10 years (by 2028), however it can be reviewed in part or whole at any time to respond to changes in the planning and policy framework, local environment, or management priorities.

5.0 ĀPITIHANGA / Appendices

Appendix 1: Lake Māhinapua Certificate of Title

Reference:
Prior CT:
Document No.: 113489.3



LT69

8C/648

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT 1952

This Certificate dated the 9th day of December One Thousand Nine Hundred and Ninety Nine under the seal of the Registrar-General of Land, New Zealand, for the Land Registration District of WESTLAND

WITNESSETH that TE RUNANGA O NGAI TAHU

is seised of an estate in fee simple (subject to such reservations, restrictions, encumbrances and interests as are notified by memorial endorsed hereon) in the land hereinafter described, delineated on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 329.6000 hectares, more or less being LOT 1 DEPOSITED PLAN 3750



[Signature]
for Registrar-General of Land

Subject to Part IVA Conservation Act 1987

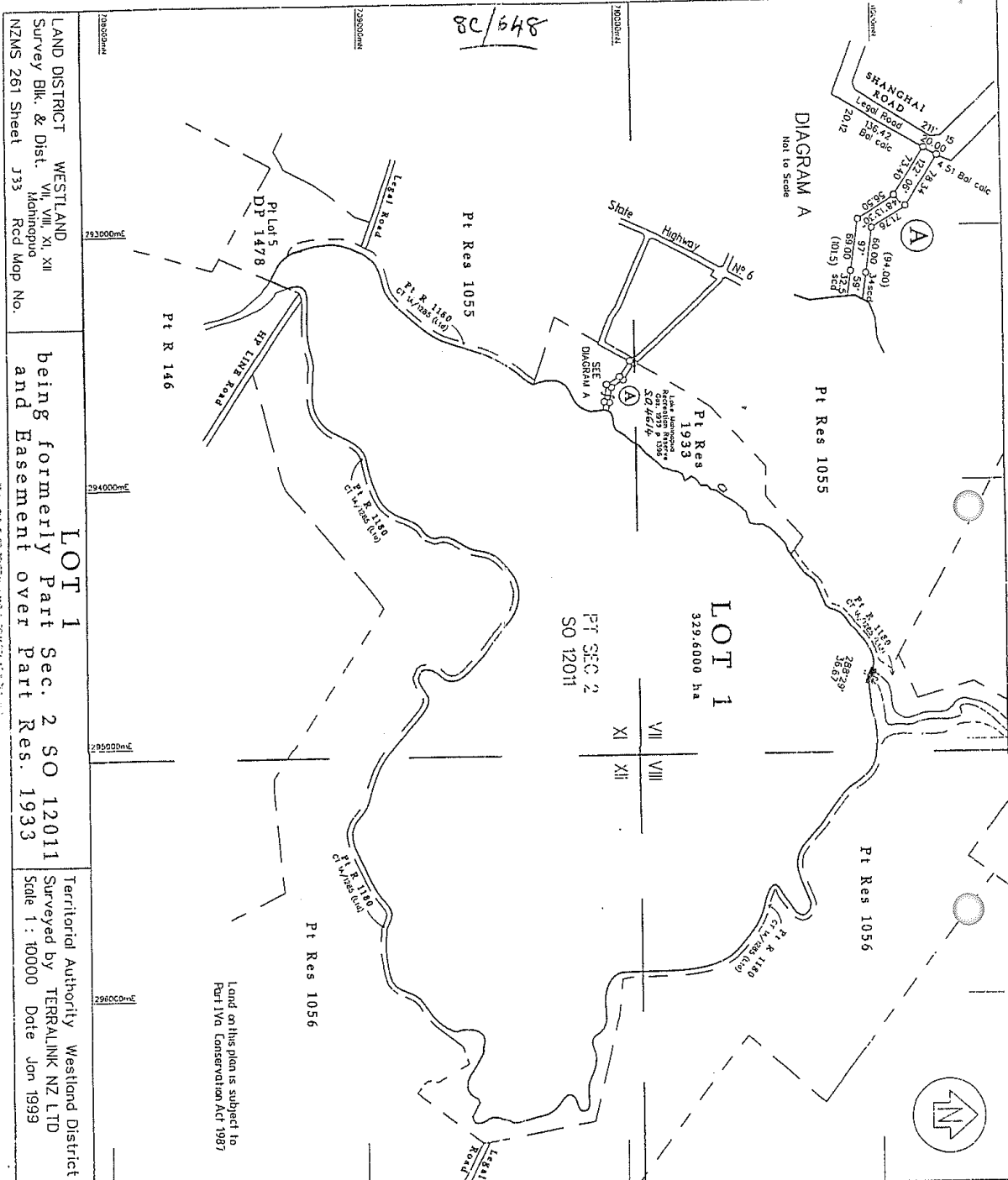
Subject to Section 11 Crown Minerals Act 1991

[Signature] For RGL

Appurtenant hereto is a right of way easement in gross over part Reserve 1933 marked A on DP3750 created by Deed of Grant of Easement 8C/1069 - 17.5.2000 at 11.00

[Signature] For RGL

8C/648



LAND DISTRICT WESTLAND
 Survey Blk. & Dist. VII, VIII, XI, XII
 Moitapu
 NZMS 261 Sheet J33 Rd Map No.

being formerly Part Sec. 2 SO 12011
 and Easement over Part Res. 1933

LOT 1
 Territorial Authority Westland District
 Surveyed by TERRALINK NZ LTD
 Scale 1 : 10000 Date Jan 1999

Approved as to Boundaries For the Rangipo O Ngāi Tahu Te Rangipo O Ngāi Tahu 11 01 99 12/1/99	Approved as to the Green: Commissioner of Crown Lands 12/1/99/144	Exempt from the provisions of Section 11 or Part Resource Management Act 1991 pursuant to Section 17(1)(3) Ngāi Tahu Claims Settlement Act 1998. Lot 1 is vested pursuant to Section 192 Ngāi Tahu Claims Settlement Act 1998. See Ngāi Tahu Teitōi Teitōi Settlement Allocation Plan No 18 (COP 12505). The delineation of the within Lake bed is subject to the rights of accretion to the adjoining land and erosion therefrom.						
<p>SCHEDULE OF PROPOSED EASEMENT IN GROSS</p> <table border="1"> <thead> <tr> <th>Purpose Shown</th> <th>Servient Tenement</th> <th>Grantee</th> </tr> </thead> <tbody> <tr> <td>RIGHT OF WAY (A)</td> <td>Part Reserve 1933</td> <td>Te Rangipo O Ngāi Tahu</td> </tr> </tbody> </table>			Purpose Shown	Servient Tenement	Grantee	RIGHT OF WAY (A)	Part Reserve 1933	Te Rangipo O Ngāi Tahu
Purpose Shown	Servient Tenement	Grantee						
RIGHT OF WAY (A)	Part Reserve 1933	Te Rangipo O Ngāi Tahu						
<p>Approved as to Right of Way <i>[Signature]</i> 12 2 99 Deputy Chief of Crown Lands</p> <p>CT Allocated: Lot 1 - CT 8C/648</p> <p>Total Area 329,6000 ha Comprised in Crown Land (No Registration)</p> <p>1. Lynda Marae Watson Registered Surveyor and holder of an annual practicing certificate for a long and distinguished career in the Survey Department of the Department of Conservation. She has been a member of the Survey Institute of New Zealand since 1977 and has been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof.</p> <p>Date of issue: 12th February 1999 Issued by: <i>[Signature]</i> Field Book: B1 & Z1 Reference Point: Sockets SO 1484, SO 2154, SO 1784, SO 1474</p> <p>Issued: <i>[Signature]</i></p> <p>Approved as to Survey <i>[Signature]</i> Chief Surveyor 13/1/99 Deposited this 9th day of December 1998 District Land Registrar-General DP 375(1) Reference: 4325-04 District: 375/99/85 Block: 3338</p>								

Appendix 2: Ngāi Tahu Claims Settlement Act 1998 Sections 191-200 Vesting of bed of Lake Māhinapua and Schedules 10 and 13

Vesting of bed of Lake Mahināpua

- 191 Interpretation**
In sections 192 to 200, **bed of Lake Mahināpua** means the land described in Schedule 10.
- 192 Vesting of bed of Lake Mahināpua in Te Rūnanga o Ngāi Tahu**
The fee simple estate in the bed of Lake Mahināpua is vested in Te Rūnanga o Ngāi Tahu, subject to the encumbrances relating to the bed of Lake Mahināpua described in Schedule 10 and to all other matters agreed pursuant to the deed of settlement.
- 193 Title extends to bed only**
- (1) Ownership of the bed of Lake Mahināpua by Te Rūnanga o Ngāi Tahu does not of itself confer any rights or impose any obligations on Te Rūnanga o Ngāi Tahu of ownership, management, or control of-
- (a) the waters of Lake Mahināpua; or
 - (b) the aquatic life of Lake Mahināpua; or
 - (c) any structures attached to or in the bed of Lake Mahināpua and described in Schedule 10.
- (2) In subsection (1)(b), **aquatic life** does not include plants attached to the bed of Lake Mahināpua.
- 194 Registrar to issue certificates of title for bed of Lake Mahināpua**
- (1) The Registrar must issue a certificate of title for the bed of Lake Mahināpua under the Land Transfer Act 1952, in accordance with Part 17, as soon as reasonably practicable (and, in any event, no later than 12 months after the vesting of the bed of Lake Mahināpua in Te Rūnanga o Ngāi Tahu by section 192, unless otherwise agreed in writing by the Crown and Te Rūnanga o Ngāi Tahu).
- (2) The Registrar must note on the certificate of title all encumbrances and other matters that are agreed pursuant to the deed of settlement.
- 195 Existing public access and use**
All lawful rights of public access to, and of recreational use and enjoyment affecting, the bed of Lake Mahināpua existing on 21 November 1997 (not including the use of maimais) remain unaffected by the vesting of the fee simple estate in the bed of Lake Mahināpua in Te Rūnanga o Ngāi Tahu, for as long as, and to the extent that, such rights otherwise remain lawful.
- 196 Power to make bylaws**
- (1) The Minister of Conservation may, from time to time, upon the recommendation of Te Rūnanga o Ngāi Tahu, make bylaws prohibiting or regulating public access to, or recreational use and enjoyment of, the bed of Lake Mahināpua for the purpose of protecting the bed of Lake Mahināpua from adverse effects on the conservation values, including wāhi tapu values, of the bed of Lake Mahināpua caused by public access or recreational use and enjoyment.
- (2) The Minister of Conservation may make bylaws pursuant to subsection (1) only upon being satisfied that-
- (a) public access to, or recreational use and enjoyment of, the bed of Lake Mahināpua is having an adverse effect on the conservation values of the bed of Lake Mahināpua; and
 - (b) in order to protect those conservation values, public access to, or recreational use and enjoyment of, the bed of Lake Mahināpua should be prohibited or regulated.
- (3) Without limiting subsections (1) and (2), the Minister of Conservation may make bylaws for the following purposes:
- (a) prohibiting, by public notice, public access to, or recreational use and enjoyment of, the whole or any part of the bed of Lake Mahināpua either permanently or temporarily;
 - (b) providing for the form of any public notice and the manner in which it must be advertised;
 - (c) prescribing the form of, and conditions on, public access to, or recreational use and enjoyment of, the bed of Lake Mahināpua;
 - (d) prohibiting or regulating any vehicles or boats using, or aircraft landing on or taking off from, the bed of Lake Mahināpua;
 - (e) prescribing offences in respect of the contravention or non-compliance with any bylaws made pursuant to paragraphs (a) and (d) and prescribing fines not to exceed \$1,000:

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

197 Existing lawful commercial use and structures

All-

- (a) lawful commercial uses affecting the bed of Lake Mahināpua; and
- (b) rights of ownership, use, and occupation of the structures in or upon the bed of Lake Mahināpua, existing on 21 November 1997, and described in Schedule 10, continue in effect for as long as, and to the extent that, such rights otherwise remain lawful.

198 Maimais

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

199 Statutory adviser

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

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

200 Legal access to bed of Lake Mahināpua

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

Schedule 10Sections [167](#), [168](#), [171](#), [174](#), [183](#), [184](#), [185](#), [189](#), [191](#), [193](#), and [197](#)**LEGAL DESCRIPTION OF LAKE BEDS**

Name	Legal Description	Existing Lawful Commercial Uses Affecting Lake Bed	Existing Structures In or Upon Lake Bed	Encumbrances
Lake Mahināpua	All that land situated in Westland Land District, Westland District, comprising 400 hectares approximately, being Part Section 2 (SO 12011). Subject to survey as shown on Allocation Plan MS 19 (SO 12505).	Use of paddle steamer by Scenic Waterway in river with possible effect on lake bed from churning of water. Jetty and buoys may be used by yacht club from time to time for commercial purposes.	Jetty, buoys.	None.

Schedule 13
Lake Mahināpua

Section [199](#)**Statutory adviser sites***Lake Mahinapua scenic reserve*

1. Parts Reserve 1055 (SO 6162) (154.1945 hectares). Part *Gazette* 1979, page 1396.
2. Parts Reserve 1056 (SO 3375) (347.6635 hectares). Part *Gazette* 1979, page 1396.
3. Rural Reserve 6031 (SO 10462) (71.2840 hectares). All *Gazette* 1985, page 2163.

Lake Mahinapua recreation reserve

4. Part Reserve 1933 (SO 4614 and 5756) (26.1992 hectares). Balance *Gazette* 1979, page 1396. Land managed under section [62 Conservation Act 1987](#) adjoining the southern boundary of the lake, shown as J33/22 on DoC allocation map SO 11209 sheet J33.
5. Part Lot 5 DP 1478 (39.8138 hectares).
6. Part Reserve 146 (SO 8746) (113.9604 hectares)

Appendix 3: Ngāi Tahu Deed of Settlement 1997

Section 11.8 Vesting of Bed of Māhinapua and Attachments 11.39 and 11.40

11.8.1 Definitions

In this clause:

Bed of Lake Mahinapua means the land beneath the body of water known as Lake Mahinapua described as Westland Land District, Westland District Council, comprising 400.0 hectares approximately, being Part Section 2, S.O. Plan 12011, subject to the Land Act 1948, together with an access easement to be granted in favour of Te Runanga pursuant to *clause 11.8.14* over Part Reserve 1933 (Recreation Reserve Part New Zealand Gazette 1979 page 1396). Subject to survey as shown in *Allocation Plan MS 19 (S.O. Plan 12505)*.

11.8.2 Crown to Vest Fee Simple Title in Te Runanga

The Crown agrees that the Settlement Legislation will provide, notwithstanding any other enactment, for the vesting in Te Runanga on the Settlement Date of an estate in fee simple in the Bed of Lake Mahinapua on the terms set out in this *clause 11.8*.

11.8.3 Title Extends to Bed Only

The Crown agrees that the Settlement Legislation will provide that ownership of the Bed of Lake Mahinapua shall not of itself confer upon Te Runanga any rights or obligations of ownership, management or control of the waters of Lake Mahinapua or of the aquatic life (other than plants attached to the Bed) of Lake Mahinapua, or of any structures attached to or in the Bed of Lake Mahinapua and listed in *Part B of Attachment 11.39*.

11.8.4 Part IVA Conservation Act 1987

Te Runanga and the Crown acknowledge that Part IVA of the Conservation Act 1987 does not apply to the vesting of the Bed of Lake Mahinapua pursuant to this *clause 11.8*.

11.8.5 Issue of Certificate of Title

The Crown agrees that the Settlement Legislation will provide for the issue to Te Runanga of a certificate of title under the Land Transfer Act 1952 to the estate in fee simple so vested, subject to all disclosed registrable encumbrances or other agreed matters required to be noted on the title, as soon as reasonably practicable after the Settlement Date, but in any event no later than 12 months thereafter (or such other date as may be agreed by Te Runanga and the Crown).

11.8.6 Existing Public Access and Use

The Crown agrees that the Settlement Legislation will provide:

- (a) that all existing lawful rights of public access to, and of recreational use and enjoyment affecting, the Bed of Lake Mahinapua (not including the use of Maimais) shall remain unaffected by vesting of title to the Bed of Lake Mahinapua in Te Runanga, for as long as and to the extent that such rights otherwise remain lawful;
- (b) that the Minister of Conservation may from time to time, upon the recommendation of Te Runanga and subject to *clause 11.8.6(d)* and to being satisfied that:
 - (i) public access to, or recreational use and enjoyment of, the Bed of Lake Mahinapua is having an adverse effect on the conservation values, including wahi tapu values, of the Bed of Lake Mahinapua; and
 - (ii) in order to protect such conservation values, public access to or recreational use and enjoyment of, the Bed of Lake Mahinapua should be prohibited or regulated, make bylaws to prohibit or regulate public access to or recreational use and enjoyment of the Bed of Lake Mahinapua to protect it from the adverse effects to such conservation values of the Bed of Lake Mahinapua;
- (c) that pursuant to and without limiting *clause 11.8.6(b)* the Minister of Conservation may make bylaws:

- (i) to exclude, by public notice, public access to, or recreational use and enjoyment of, the whole or any part of the Bed of Lake Mahinapua, either permanently or temporarily;
 - (ii) to provide for the form of any public notice and the manner in which it shall be advertised;
 - (iii) to prescribe the forms and conditions of public access to, or recreational use and enjoyment of, the Bed of Lake Mahinapua; and
 - (iv) to prohibit or regulate any vehicles or boats using, or aircraft landing on or taking off from, the Bed of Lake Mahinapua;
- (d) that before making such bylaws:
- (i) the Minister of Conservation shall consult with the West Coast Conservation Board, the appropriate Papatipu Runanga (through Te Runanga), the West Coast Fish and Game Council, the West Coast Regional Council, the Westland District Council, and such other persons or organisations as the Minister of Conservation and Te Runanga may agree are appropriate and practicable;
 - (ii) the draft bylaws shall be notified by publishing a notice in a daily newspaper or newspapers circulating in the area where Lake Mahinapua is situated, inviting submissions on the draft bylaws;
 - (iii) the draft bylaws may also be notified in such other manner as the Minister of Conservation and Te Runanga may consider appropriate; and
 - (iv) the Minister of Conservation shall consider any submissions received on the draft bylaws; and
- (e) confirmation that, for the purposes of enforcing the bylaws, Te Runanga shall be an occupier under the Trespass Act 1980.

11.8.7 Indemnity Relating to Lakebed

The Crown will indemnify Te Runanga from and against all actions, claims, demands, losses, damages, costs and expenses for which Te Runanga shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public on any part of the Bed of Lake Mahinapua in accordance with the rights of access referred to in *clause 11.8.6* unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this *clause 11.8* on the part of Te Runanga or any employee, contractor or agent of Te Runanga.

11.8.8 Existing Lawful Commercial Use and Structures

The Crown agrees that the Settlement Legislation will provide that the existing lawful commercial uses affecting the Bed of Lake Mahinapua and all rights of ownership, use and occupation of the existing structures in or upon the Bed of Lake Mahinapua described in *Attachment 11.39* shall continue in effect, for so long as and to the extent that such rights remain lawful.

11.8.9 Condition of Bed of Lake Mahinapua

Te Runanga and the Crown agree that:

- (a) the Bed of Lake Mahinapua will be vested in its state and condition as at the date of this Deed; and
- (b) without limiting *clauses 16.1.2, 17.3.1 or 17.3.2*, but subject to *clause 20.4.7(c)*, Te Runanga will have no future recourse or action against the Crown, nor will seek future recompense from the Crown in relation to the Bed of Lake Mahinapua.

11.8.10 Crown to Maintain Condition

The Crown agrees that between the date of this Deed and the Settlement Date, it will maintain and administer the Bed of Lake Mahinapua in substantially the same condition as at the date of this Deed (subject to events beyond the control of the Crown) and in accordance with its existing management and administration of the bed of Lake Mahinapua.

11.8.11 Registration of Interests on Title

The Crown agrees that the Settlement Legislation will provide for a direction to the District Land Registrar to record the matters intended to be protected by *clauses 11.8.6 and 11.8.8* on the Certificate of Title as matters to which the fee simple estate is subject, and that those matters shall be deemed to

amount to interests within the meaning of section 62 of the Land Transfer Act 1952, and be capable of registration under the Land Transfer Act 1952 (to the extent that they do not already amount to such interests).

11.8.12 Maimais

The Crown agrees that the Settlement Legislation will provide that existing levels of use in respect of Maimais on the Bed of Lake Mahinapua shall continue unimpeded and without charge during a period of 5 years from date of vesting, unless otherwise agreed by Te Runanga and the West Coast Fish and Game Council. After that date the continued use of Maimais on the Bed of Lake Mahinapua shall be at the discretion of Te Runanga.

11.8.13 Statutory Adviser

The Crown agrees that the Settlement Legislation will provide that the following areas shall be sites for the purposes of *clause 12.4*:

- (a) the areas described in *Part D of Attachment 11.39* as long as they are held, managed, or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987; and
- (b) any areas within 500 metres of the Bed of Lake Mahinapua (or as otherwise agreed by the Minister of Conservation and Te Runanga) which may subsequently be acquired, managed or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987 (excluding any such areas held, managed or administered under those Acts by Fish and Game Councils) as long as they are so held, managed or administered.

11.8.14 Legal Access to Bed of Lake Mahinapua

The Crown agrees that the Settlement Legislation will provide that on the Settlement Date, or as soon as reasonably practicable thereafter, it will grant an easement in the form set out in *Attachment 11.40* in favour of Te Runanga over the recreation reserve land adjacent to the Bed of Lake Mahinapua to provide legal access to the Bed of Lake Mahinapua, notwithstanding section 59A of the Reserves Act 1977 and Part IIIB of the Conservation Act 1987.

ATTACHMENT 11.39

LAKE MAHINAPUA

(Clause 11.8)

PART A: EXISTING LAWFUL COMMERCIAL USES AFFECTING BED OF LAKE MAHINAPUA

[To be determined]

PART B: EXISTING STRUCTURES IN OR UPON BED OF LAKE MAHINAPUA

[To be determined]

PART C: ENCUMBRANCES

[To be inserted (if applicable)]

PART D: STATUTORY ADVISER SITES (Clause 11.8.14(a))

Lake Mahinapua Scenic Reserve

1. Part Reserve 1055 S.O. plan 6162 (154.1945 hectares) New Zealand Gazette 1979 Page 1396,
2. Part Reserve 1056 S.O. plan 3375 (347.6635 hectares) New Zealand Gazette 1979 Page 1396,
3. Rural Reserve 6031 S.O. plan 10462 (71.2840 hectares) New Zealand Gazette 1985 Page 2163.

Lake Mahinapua Recreation Reserve

4. Part Reserve 1933 S.O. plan 4614 (26.1992 hectares) New Zealand Gazette 1979
Page 1396.

Land managed under Section 62 of the Conservation Act adjoining the southern boundary of the lake,
shown as J33/22 on D.O.C. allocation map S.O. 11209 sheet J33.

5. Part Lot 5 D.P. 1478 (39.8138 hectares),
6. Part Reserve 146 S.O. plan 8746 (113.9604 hectares).

ATTACHMENT 11.40

FORM OF EASEMENT LAKE MAHINAPUA

(Clause 11.8.14)

THIS DEED made the of 1997 between the **MINISTER OF CONSERVATION** (hereinafter together with his successors and assigns called "the Grantor") of the one part; and

TE RUNANGA O NGAI TAHU (hereinafter together with its successors and assigns called "the Grantee") of the other part.

WHEREAS

1. Her Majesty the Queen ("the Crown") is the owner, subject to the Reserves Act 1977, of all that parcel of land containing 26.2572 hectares, more or less, being Pt R 1933 Block VII Mahinapua Survey District, Lake Mahinapua Domain ("the servient tenement").
2. The Grantee and the Crown are Parties to a Deed of Settlement dated [] 1997 pursuant to which the Crown provided certain redress to the Grantee in settlement of its Treaty of Waitangi claims.
3. Pursuant to the said Deed of Settlement, the Grantee is to be registered as proprietor of an estate in fee simple, subject however to such encumbrances liens and interests as are notified on the Certificate of Title being the bed of Lake Mahinapua. ("the dominant tenement"); and
4. The Grantor intends to [*describe action with respect to the Land*].

NOW THEREFORE THIS DEED WITNESSES that in pursuance of the premises the Grantor hereby conveys and grants to the Grantee the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee its servants, tenants, agents, workmen, licensees and invitees (in common with the Grantor his tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery and implements of any kind over and along that part of the servient tenement shown marked with the letter "A" on S.O. Plan [].

TO THE INTENT that the easement hereby created shall forever be appurtenant to the dominant tenement **AND IT IS HEREBY AGREED AND DECLARED** by and between the Grantor and the Grantee the rights implied in paragraph 2(c) in easements of vehicular right of way by the ninth schedule to the Property Law Act 1952 are hereby expressly negatived insofar as they apply to Her Majesty the Queen.

IN WITNESS whereof these presents have been executed the day and the year first hereinbefore appearing.

EXECUTION AND ATTESTATION

Appendix 4: Te Waihora Maimai Agreement 1997

Attachment 11.36, *Deed of Settlement* 1997

THE USE AND MANAGEMENT OF MAIMAI

AN AGREEMENT made on September 23, 1997 BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU INCORPORATED pursuant to Te Rūnanga o Ngāi Tahu Act 1996 (“Te Rūnanga”);
- (2) THE MINISTER OF CONSERVATION at Wellington (“DoC”); and
- (3) NORTH CANTERBURY FISH & GAME COUNCIL established pursuant to the Conservation Act 1987 (the “Council”).

RECITALS:

- A. The Crown and Te Rūnanga are negotiating a Deed of Settlement whereby, inter alia, the fee simple title to the Bed of Te Waihora and certain sites adjacent to it will vest in Te Rūnanga.
- B. Pursuant to the Deed of Settlement, Settlement Legislation will be enacted so as to give effect to the matters the subject of the Deed of Settlement.
- C. The Settlement Legislation will provide that all existing lawful rights of public access to, and of recreational use and enjoyment affecting, the Bed of Te Waihora (not including the use of Maimai) shall remain unaffected by the vesting of title to the Bed of Te Waihora in Te Rūnanga, for as long as such rights otherwise remain lawful.
- D. The Settlement Legislation will provide that use of Maimai on the Bed of Te Waihora shall be at Te Rūnanga's discretion and will record that in the exercise of that discretion, Te Rūnanga has entered into this Agreement.
- E. This Agreement reflects the wish of the parties to establish a durable long-term relationship so as to achieve integrated management of Te Waihora.
- F. The Council wishes to secure the rights of Hunters to the continued use of Maimai for recreational hunting purposes and has agreed to undertake the management and control of all Maimai on the Land.
- G. The Settlement Legislation will provide that the use of Maimai on specified areas of land administered by the Department of Conservation will be exempt from the concession requirements of the Conservation Act and the statutes specified in the Schedule 1 to that Act.
- H. The Settlement Legislation will provide for the preparation by Te Rūnanga and the Director-General of Conservation, within 6 years from the Vesting Date, of a Joint Management Plan for the integrated management of the Land and the natural and historic resources within that Land. The Council will be involved at all relevant stages of the Joint Management Planning process as a key stakeholder.
- I. The Deed of Settlement and the resulting Settlement Legislation will provide that when preparing the Joint Management Plan the Secretary of Te Rūnanga and the Director-General of Conservation are to have regard to the terms of this Agreement as far as they relate to the management of Maimai, and in turn this Agreement will be subject to the objectives of the Joint Management Plan.
- J. DoC and Te Rūnanga separately reserve their respective rights, solely at their discretion, to add additional areas of land that they may acquire from time to time to the area covered by the Joint Management Plan. If any lands are so added, the parties may by agreement extend the coverage of this Agreement to cover those areas.

IT IS AGREED:

Definitions

1.1 In this Agreement terms defined in the Deed of Settlement shall bear the same meaning when used in this Agreement and the following terms shall have the following meanings:

“Agreement” means this Agreement and the Schedule;

“Bed” means the Bed of Te Waihora as defined in the Deed of Settlement;

“Commencement Date” means the Settlement Date, being the date upon which title to the Bed of Te Waihora vests in Te Rūnanga;

“Hunters” means game-bird hunting licence holders;

“Land” means the land more particularly described in the Schedule;

“Maimai” means, for the purpose of this Agreement, any hide or shelter constructed on the Land for the purpose of game-bird hunting, and any wheeled mobile hide or shelter that is parked temporarily on the Land for this same purpose, but does not include portable hides or shelters that are built and removed on the same day.

Interpretation

1.2 In this Agreement, unless the context otherwise requires:

- a) words importing the singular shall include the plural and vice-versa;
- b) words importing a gender shall each include each other gender;
- c) any reference to a statute or statutory provision shall be to a New Zealand statute or statutory provision and shall be deemed to include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any orders, regulations, instruments or other subordinate legislation made thereunder;
- d) headings are for reference only and shall not affect the interpretation of this Agreement; and
- e) all references to clauses, recitals and schedules are to clauses, schedules and recitals to this Agreement.

Conditions Precedent

2.1 Entry into and performance of the terms and conditions of this Agreement are conditional upon the enactment and coming into force of the Settlement Legislation and the subsequent vesting of the fee simple title of the Bed of Te Waihora in Te Rūnanga.

Term and Right of Renewal

3.1 Subject to clauses 2, 3.2 and 8, this Agreement shall commence on the Vesting Date and shall have a term of 5 years.

3.2 Provided that the Council has complied with its duties as set out in clauses 5 and 6 of this Agreement the Council shall have the right to renew this Agreement for additional 5 year terms (by the Council giving to Te Rūnanga and DoC at least 3 months written notice prior to the end of each 5 year term). The terms and conditions for any renewal period shall be agreed between the parties (provided that, in the event that the parties fail to agree on terms and conditions, the terms and conditions applying for the preceding contract period shall apply for the subsequent renewal period and clause 10.1 will not apply) and shall include a right of renewal for a further 5 year period exercised in the same manner and on the same basis as set out in this clause. If the Council fails to give notice by the specified time or before the expiry of any further period granted by Te Rūnanga and DoC this Agreement shall expire at the end of its term.

Rights of Fish & Game Council

4.1 During the term of this Agreement the Council shall have the right to use Maimai located from time to time on the Land. The Council shall also have the right to permit Hunters to use Maimai located on the Land.

4.2 During the term of this Agreement the Council shall have access to the Land for the purpose of carrying out its duties under this Agreement, and for the purposes of carrying out its statutory duties in relation to the management of game-birds, provided that the Council has given Te Rūnanga and DoC copies of its current Annual Operational Workplan outlining these activities once adopted. Otherwise, at least 25 Business days notice will be given by the Council before it takes such action.

Duties of Fish & Game Council

5.1 In consideration of the right to use Maimai the Council shall assume responsibility for the management, use and control of all Maimai located on the Land and the Council shall act in a manner consistent with the Joint Management Plan from time to time in draft or approved form. Without limiting the generality of the foregoing the Council shall:

- a) develop, in consultation with Te Rūnanga and DoC, conditions and standards for the siting, construction, use, maintenance and removal of Maimai. The conditions and standards shall also address such matters as the size, location, materials to be used, separation distances and removal of derelict Maimai;
- b) within 12 months of the date of this Agreement, create and then keep updated on an annual basis a register of Maimai from time to time on the Land by recording the approximate location of each fixed Maimai on a map, copies of which are to be provided to Te Rūnanga and/or DoC upon request, and using its best endeavours to register any mobile Maimai used that year;
- c) within an initial period of 15 months from the date of this Agreement, and in each calendar year thereafter, remove any Maimai the Council does not register (as provided in (b) above) or within 3 months of being advised in writing by Te Rūnanga and/or DoC to remove any derelict Maimai. The requirements of this clause are subject to weather and lake conditions allowing such removal;
- d) at all times take steps to ensure that it and hunters using the Maimai observe and comply with the reasonable requests of Te Rūnanga and/or DoC in relation to access across the Land to Maimai;
- e) control the siting, construction, use, maintenance and removal of Maimai through the enforcement of conditions and standards agreed pursuant to clause 5.1(a).

5.2 The Council agrees that management and control of Maimai by it will, in addition to the provisions of this Agreement, be subject to and consistent with the Joint Management Plan. It is not intended by either Te Rūnanga or DoC that the Joint Management Plan will have the effect of frustrating the general objectives of this Agreement.

5.3 For the avoidance of doubt, and without limiting clause 5.2, the Council agrees that where the Joint Management Plan designates from time to time that Maimai should be removed from or not erected in any discrete area on the basis that the erection or use of Maimai would threaten the conservation and/or mahinga kai values of that area, and Te Rūnanga and/or DoC direct the Council to remove or not to erect Maimai in such areas of the Land, the Council will comply with such direction.

Contributions

6.1 In consideration of the rights given to the Council and Hunters under this Agreement, the Council agrees to contribute to the objectives of the Joint Management Plan where these are consistent with the purposes and objectives of the Council. The extent of the Council's obligation in this regard will be calculated by multiplying the number of registered Maimai, pursuant to clause 5.1(b), by a sum equalling 50% of the annual game- bird hunting licence fee (not including GST) as set by the Council from time to time. In addition, the Council will pay GST (if any) on the sum payable to Te Rūnanga under this clause.

6.2 The Council may discharge its obligations pursuant to clause 6.1 by the carrying out of annual projects agreed with Te Rūnanga and DoC that give effect to the purpose of the Joint Management Plan and the objectives identified within it, and are consistent with the purposes and objectives of the Council.

6.3 In the event that the parties cannot agree on projects to be carried out pursuant to clause 6.2, or that such projects do not fully discharge the Council's obligations under this Agreement, the Council will make good any shortfall by providing to Te Rūnanga and DoC either:

- a) resources, by way of donation of materials, equivalent to the amount of the agreed shortfall;
- b) cash; or
- c) any combination of (a) and (b).

6.4 Any monetary contributions paid by the Council pursuant to this clause shall be paid to the bank account operated by Te Rūnanga for the purpose, or in any other manner directed by Te Rūnanga and DoC from time to time. Such contributions will, in respect of the period between the date of this Agreement and the end of the Council's financial year, be paid within 20 business days of the end of that financial year. Thereafter, any monetary contributions payable in respect of each subsequent 12 month period shall be paid within 20 business days of the expiration of such 12 month period.

6.5 Te Rūnanga and DoC agree that any contribution by the Council as provided for in this clause shall be devoted to projects relating to the Land and to give effect to the purposes of the Joint Management Plan and objectives identified within it or such other projects as may be agreed by the parties, consistent with the purposes and objectives of the Council.

6.6 In consideration of the contribution by the Council provided for in this clause Te Rūnanga and DoC undertake that they will not impose any fees on Hunters using Maimai on the Land, during the currency of this Agreement.

Accounting for Contributions

7.1 Te Rūnanga and DoC agree to account to the Council for any contributions paid pursuant to clause 6 and to provide the Council with an annual report detailing how the proceeds of those contributions have been applied.

7.2 The Council will report to Te Rūnanga and DoC on any projects carried out under clause 6, including details of the Council's contributions of time and materials.

7.3 Te Rūnanga will also account on an annual basis to DoC for any funds held by it pursuant to clause 6. That report will include the location of the funds, the amount held, and details of all deposits and withdrawals during the preceding year.

Termination

8.1 Te Rūnanga and DoC, following consultation and agreement between themselves shall have the right at any time by giving notice in writing to the Council to terminate this Agreement forthwith if the Council commits a material breach of any of the terms and conditions of this Agreement which breach if remediable is not remedied within 60 business days from receipt of notice in writing from Te Rūnanga and DoC jointly requesting its remedy. Notwithstanding the foregoing Te Rūnanga and DoC shall not be obliged to give such notice in the case of persistent and material breach, but may terminate the Agreement immediately.

8.2 Any waiver by Te Rūnanga and DoC of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

8.3 The rights to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of either Te Rūnanga or DoC in respect of the breach concerned (if any) or any other breach.

Consequences of Termination

9.1 Upon the termination of this Agreement for any reason:

- a) any monies held by Te Rūnanga pursuant to clause 6 above will be used for the purposes for which they were collected. Full reports will be made to all the parties to this Agreement showing the detail of that expenditure.
- b) the Council shall have no claim against either Te Rūnanga or DoC for compensation for loss attributable to the termination of this Agreement;
- c) subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, no party shall have any further obligation to the other under this Agreement; and
- d) Te Rūnanga and DoC will resume complete discretion in relation to the management and use of Maimai on the Land, subject to existing legislation.

Dispute Resolution

10.1 In the event of any dispute arising from or in connection with this Agreement, the parties shall use their best endeavours to settle such dispute or difference in an amicable manner. If the parties are unable to resolve the dispute or difference in such a manner, the matter shall be referred to mediation. If the parties are unable to resolve the dispute or difference at mediation the matter shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1996.

General

11.1 Non-Assignment: The Council shall not mortgage, charge or assign any rights or transfer, delegate or sub-contract the performance of any obligation under this Agreement without Te Rūnanga's and DoC's prior written consent, such consent not to be unreasonably withheld.

11.2 Delegation: All rights, powers, authorities and duties vested in or to be exercised by DoC under this Agreement and any notice required to be given by DoC may be exercised and given by the Director-General of Conservation or the Regional Conservator, Canterbury Conservancy or any duly authorised officer, employee or agent of the Department of Conservation.

11.3 Notices: All notices and other communications provided for or permitted hereunder shall be sent by airmail with postage prepaid, by hand delivery or by facsimile as follows:

If to Te Rūnanga o Ngāi Tahu:

Attention: The Secretary
Te Rūnanga o Ngāi Tahu
PO Box 13-046
Christchurch
Telephone No: 064 03 366 4344
Facsimile No: 064 03 365 4424

If to the Minister of Conservation:

Attention: Conservator
Canterbury Conservancy
Department of Conservation
Private Bag 4715
133 Victoria Street
Christchurch
Telephone No: 064 03 379 9758
Facsimile No: 064 03 371 3770

If to the Fish and Game Council:

Attention: Manager
Fish and Game New Zealand North Canterbury Region
3 Horatio Street
Christchurch
Telephone No: 064 03 366 9191
Facsimile No: 064 03 365 0612

or such other address or person as any party may specify by notice in writing to the others.

All such notices or communications shall be deemed to have been duly given or made:

- i. 2 days after being deposited in the mail with postage prepaid;
- ii. when delivered by hand; or
- iii. if sent by facsimile, when receipt is confirmed by dispatching facsimile.

11.4 Non-Waiver: No waiver of any rights arising under this Agreement shall be effective unless in writing and signed by a duly authorised signatory of the party against whom the waiver is to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement (except as expressly provided herein) shall operate as a waiver of any such right, power or remedy.

11.5 Non-Derogation: Except as expressly provided in this Agreement nothing in this Agreement is to derogate from any rights or powers of the parties under common law, statute or the Treaty of Waitangi.

11.6 Reconstruction: If any provision of this Agreement should become illegal or void for any reason, the validity of the remaining provisions shall not be affected and the parties shall enter into negotiations in good faith to find a replacement for the provision which is of similar effect without illegality or being void.

11.7 Modifications: No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised signatory of each of the parties.

11.8 Entire Agreement: This Agreement sets out the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements, arrangements and understandings between the parties with respect to the subject of this Agreement, which shall cease to have any further force or effect.

11.9 Counterpart Execution: This Agreement may be executed in counterpart each of which will be deemed an original but all of which together shall constitute one and the same instrument.

11.10 Governing Law: This Agreement shall be construed and interpreted and its performance shall be governed by New Zealand Law.

EXECUTED as an Agreement by the duly authorised representatives of each of the parties.

SIGNED by THE MINISTER OF CONSERVATION

In the presence of:

Signature:

Name of Witness:

Address:

Occupation:

THE COMMON SEAL of the NORTH CANTERBURY FISH AND GAME COUNCIL was affixed in the presence of:

In the presence of:

Signature:

Name of Witness:

THE SEAL of TE RŪNANGA O NGĀI TAHU was affixed in the presence of:

Signature:

Name of Witness: C

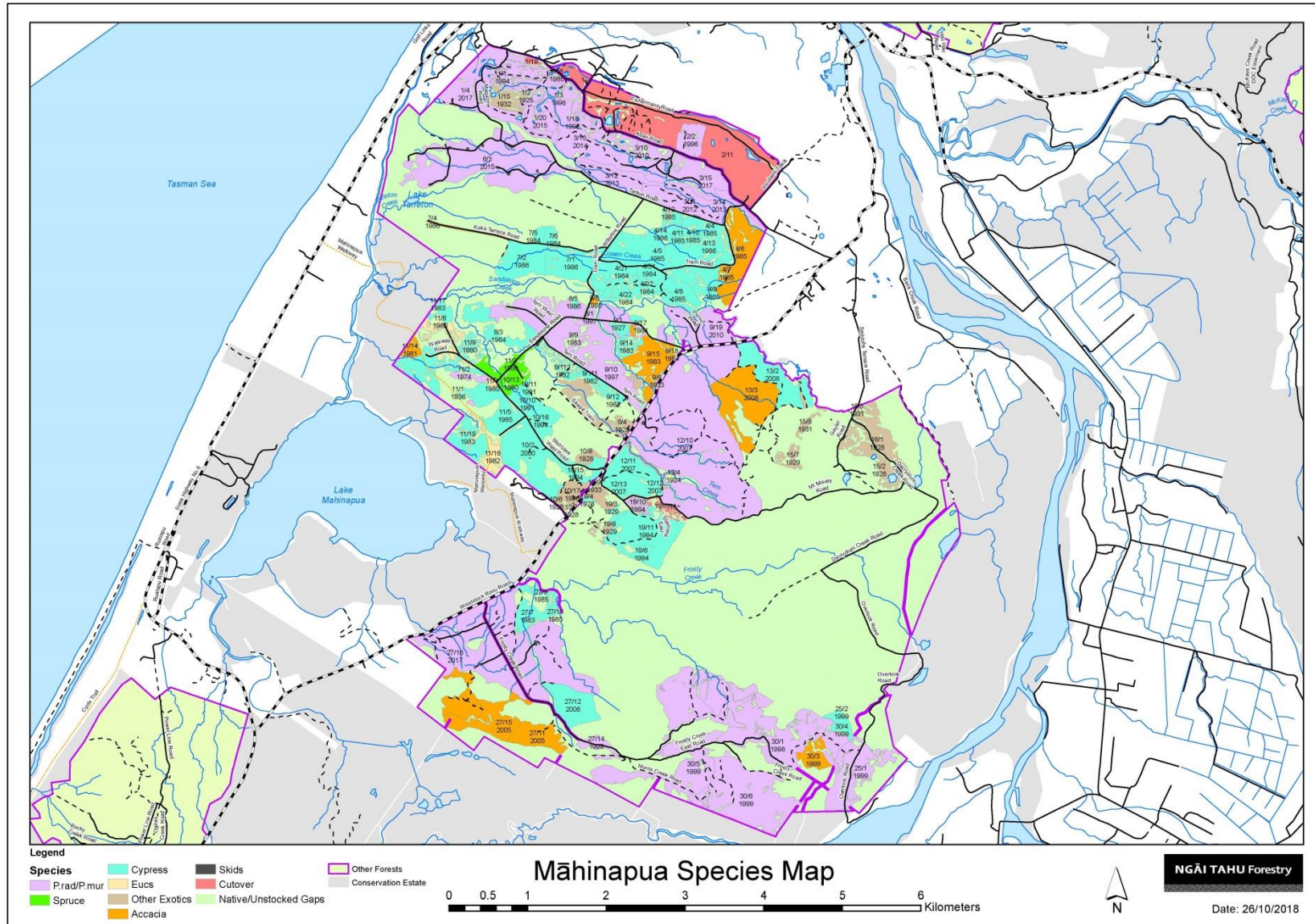
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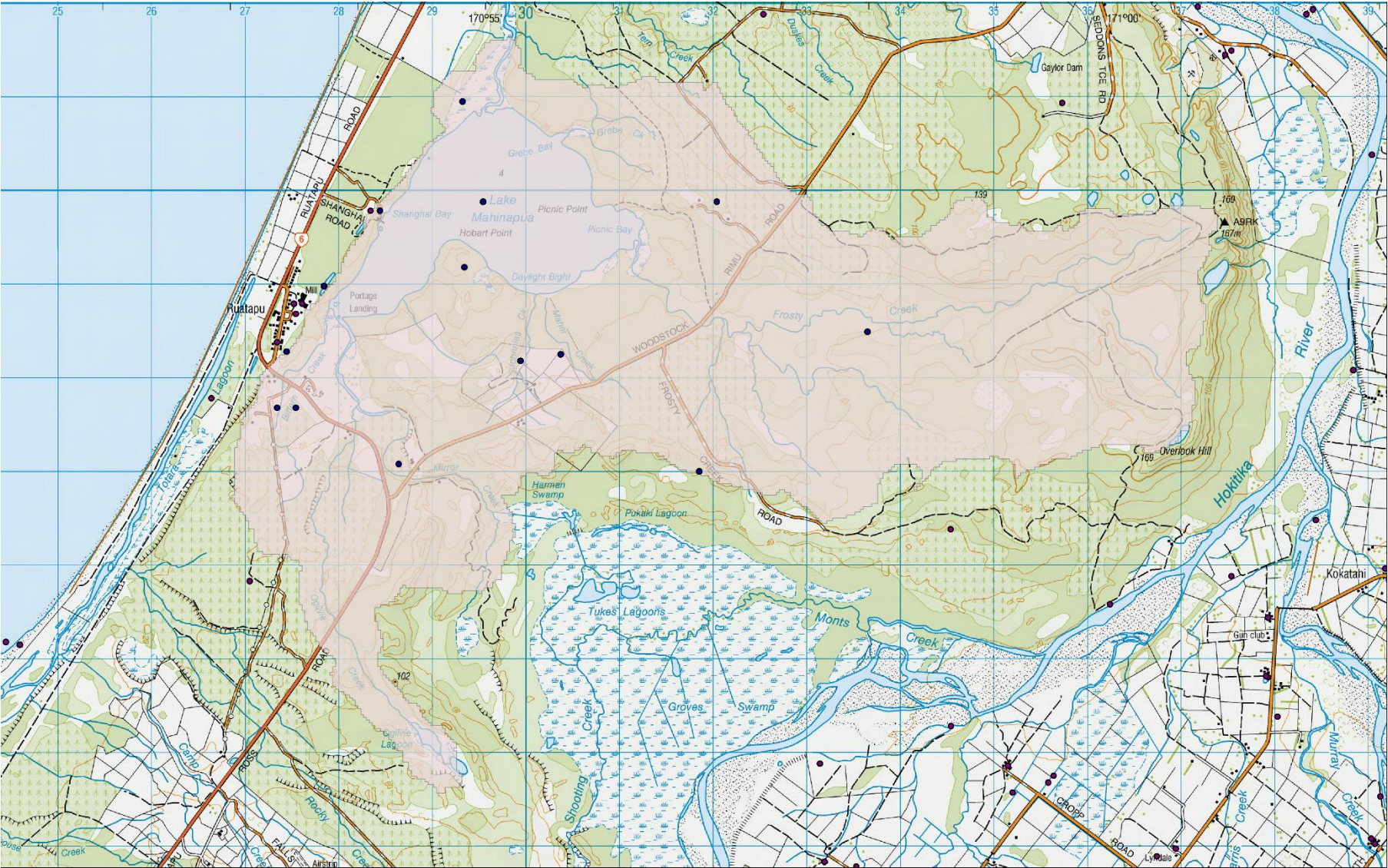
SCHEDULE:

1. The Bed of Te Waihora as described in Section 11 (Mahinga Kai Properties) of the Deed of Settlement.
2. The areas described in Attachment 11.32 of the Deed of Settlement as long as they are held, managed or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987.
3. Any areas within 500 metres of the Bed of Te Waihora or as otherwise agreed by the Minister of Conservation and Te Rūnanga which may subsequently be acquired, managed or administered under the Conservation Act 1987 or the statutes specified in the First Schedule to the Conservation Act 1987 (excluding any such areas held and managed under those Acts by Fish & Game Councils) for so long as they are so held, managed or administered.

Appendix 5: Ngāi Tahu Forest Estates Land Holdings



Appendix 6: Current Regional Consents in the Māhinapua Catchment



Consent Number	Description	Activity Type	Primary Industry
RC12074/1	To authorise the aerial discharge of 1080 (sodium monofluoroacetate) possum control cereal pellets or cut carrot baits (at a sowing rate of up to 5kg per hectare), containing up to 0.15% weight/weight of 1080, to land in the "Pukaki Operational Area".	Discharge contaminants to land.	Aerial Agricultural Services
RCN98341/1	to authorise a discharge of contaminants to land for the purpose of dothistroma control to 10 hectare of pine plantation.	Discharge contaminants to land.	Forestry
RCN99095/2	Land disturbance from harvesting.	Tracking/Logging/Land Clearing/Land Disturbance	Logging
RCN99095/1	to authorise disturbance to the bed of Tern Creek for the purpose of constructing and maintaining a ford	Works in or on Beds of Rivers and Lakes	Logging
RCN96210/1	Discharge of agricultural herbicide and fert.	Discharge contaminants to land.	Services to Forestry
RC09053/4	To discharge water containing sediment from a gold mining operation to water (the old dredge pond), Ruatapu.	Discharge contaminants to Water (other than CMA)	Gold Ore Mining
RC09053/4	To discharge water containing sediment from a gold mining operation to water (the old dredge pond), Ruatapu.	Discharge contaminants to Water (other than CMA)	Gold Ore Mining
RC09053/1	To undertake earthworks associated with gold mining, Ruatapu.	Tracking/Logging/Land Clearing/Land Disturbance	Gold Ore Mining
RC09053/2	To take and use groundwater for a gold mining operation, Ruatapu.	Take Ground water	Gold Ore Mining
RC09053/3	To discharge water to land from a gold mining operation, Ruatapu.	Discharge contaminants to land.	Gold Ore Mining
RC00209/1	To install a domestic effluent disposal system	Discharge contaminants to land.	Sewerage and Drainage Services
RC01345/1	Removal of weed from Lake Mahinapua and Mahinapua Creek	Works in or on Beds of Rivers and Lakes.	Sewerage and Drainage Services

RC01345/2	Spraying for the removal of weed from Lake Mahinapua and Mahinapua Creek	Discharge contaminants to Water (other than CMA).	Sewerage and Drainage Services
RC01079/1	Land disturbance and earthworks associated with the redevelopment and maintenance of the car park and foreshore area of Shanghai Bay.	Tracking/Logging/Land Clearing/Land Disturbance.	Non-Building Construction
RC12084/1	To undertake vegetation clearance and earthworks associated with the construction of a tree top walk and associated facilities at Woodstock-Rimu.	Tracking/Logging/Land Clearing/Land Disturbance.	Non-Building Construction
RC12084/2	To discharge contaminants to land associated with earthworks in circumstances where they may enter water in the Lake Mahinapua Catchment.	Discharge contaminants to land.	Non-Building Construction
RC01079/2	Discharge of stormwater from car park to land where it may enter water	Discharge contaminants to land.	Non-Building Construction
RCN96429/1	Application of herbicides in forests	Discharge contaminants to land.	Log Sawmilling
RCN95024/1	Discharge clean fill wood waste generated from the Ruatapu mill to land	Discharge contaminants to land.	Timber Resawing and Dressing
RC12142/3	To allow the diversion of Johnnies Creek, Rimu at time of high water, through the overflow channel.	Divert Water.	Road and Bridge Construction
RC12142/2	To undertake vegetation clearance within the riparian margin of Johnnies Creek, Rimu for the purpose of installing bridge abutments and an overflow channel.	Tracking/Logging/Land Clearing/Land Disturbance.	Road and Bridge Construction
RC12142/1	To undertake earthworks within the riparian margin of Johnnies Creek, Rimu for the purpose of installing bridge abutments and an overflow channel.	Tracking/Logging/Land Clearing/Land Disturbance.	Road and Bridge Construction
RC01345/3	Removal of weed from Lake Kaniere.	Works in or on Beds of Rivers and Lakes.	Recreational Parks and Gardens

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