

**UNDER**

the Resource Management Act  
1991

**IN THE MATTER**

of the Proposed Far North District  
Plan

**AND**

a submission by Haititaimarangai  
Marae Kaitiaki Trust

---

**STATEMENT OF EVIDENCE OF STEPHEN JAMES (TIPENE) PAUL FOR  
HAITITAIMARANGAI MARAE KAITIAKI TRUST**

**11 August 2025**

---



**Tu Pono Legal Limited**  
**Barristers and Solicitors**

First Floor  
1222 Ervera St Ph: 07 348 0034  
P.O. Box 1693 Fax: 07 346 2933  
ROTORUA 3040 DX JP30025

**Solicitor Acting**  
Jason Pou

Ko Puwheke te Maunga

Ko Mamaru, Waipapa me Ruakarama ngaa Waka

Ko Tokerau me Karikari ngaa Moana

Ko Ngaati Kahu te Iwi

Ko Te Whaanau Moana me Te Rorohuri ngaa hapuu o runga

Ko Haititaimarangai te Marae

## 1. INTRODUCTION

- 1.1 My earlier statement dated 7 August 2024 sets out an overview of our hapuu, Te Whaanau Moana and Te Rorohuri - our Marae, Haititaimarangai Marae - our tikanga relating to te taiao (the environment), my whakapapa (genealogy) and my roles.
- 1.2 The korero in my earlier statement remains relevant to, and forms part of, my evidence for this hearing. I have attached a copy and marked it “A”, for ease of reference and so I do not need to repeat myself.
- 1.3 This statement addresses our connection with our whenua (land), moana (ocean), wai Maaori (freshwater) and taonga species that are within or near the Carrington Estate Zone (**CEZ**).

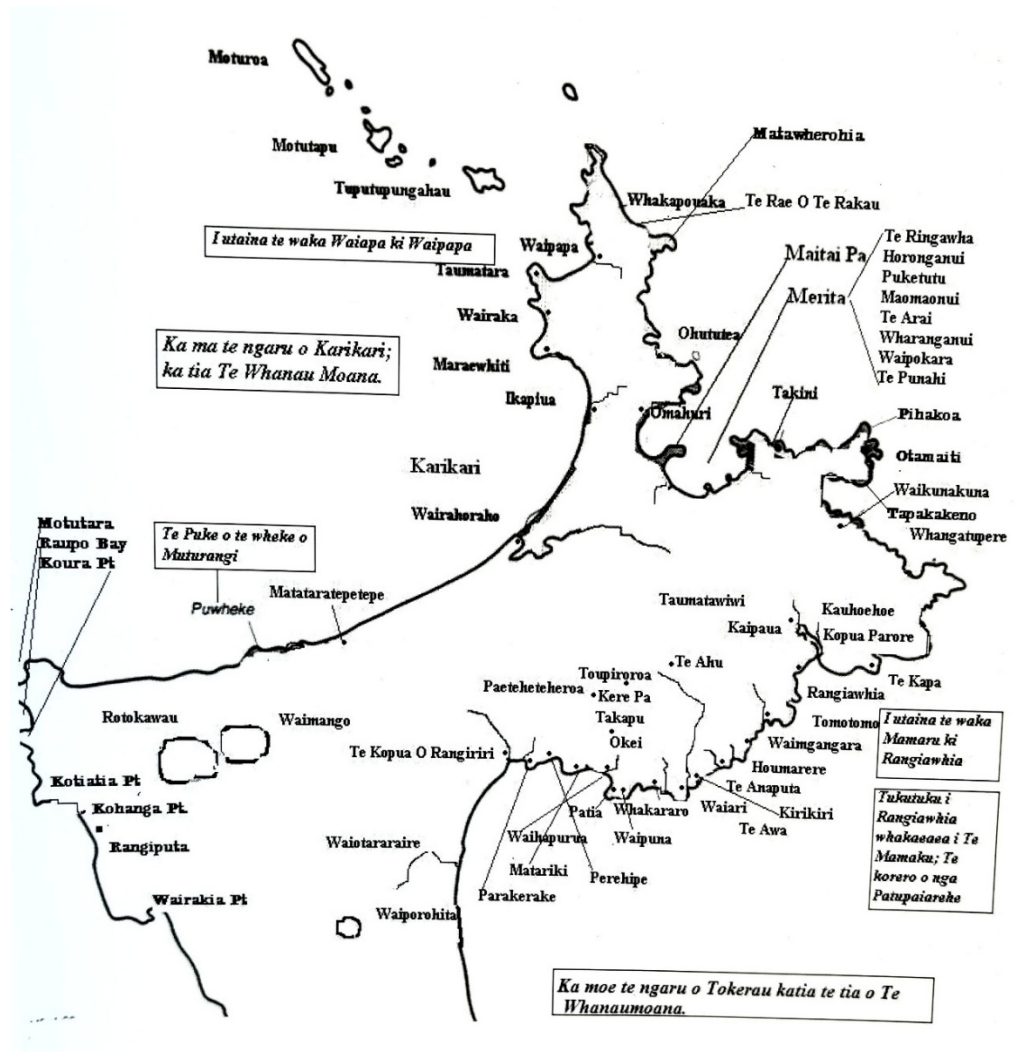
## 2. ROHE

- 2.1 Our rohe encompasses Karikari Peninsula and the surrounding waters. We are mana whenua and mana moana here.
- 2.2 Our application for customary marine title and protected customary rights includes a map that broadly identifies the boundaries of our rohe:<sup>1</sup>



<sup>1</sup> CIV-2017-458-000271, Te Whanau Moana me Te Rorohuri Marine and Coastal Area Application, noting the boundaries are indicative, the claim for customary marine title extends 12 nautical miles seaward.

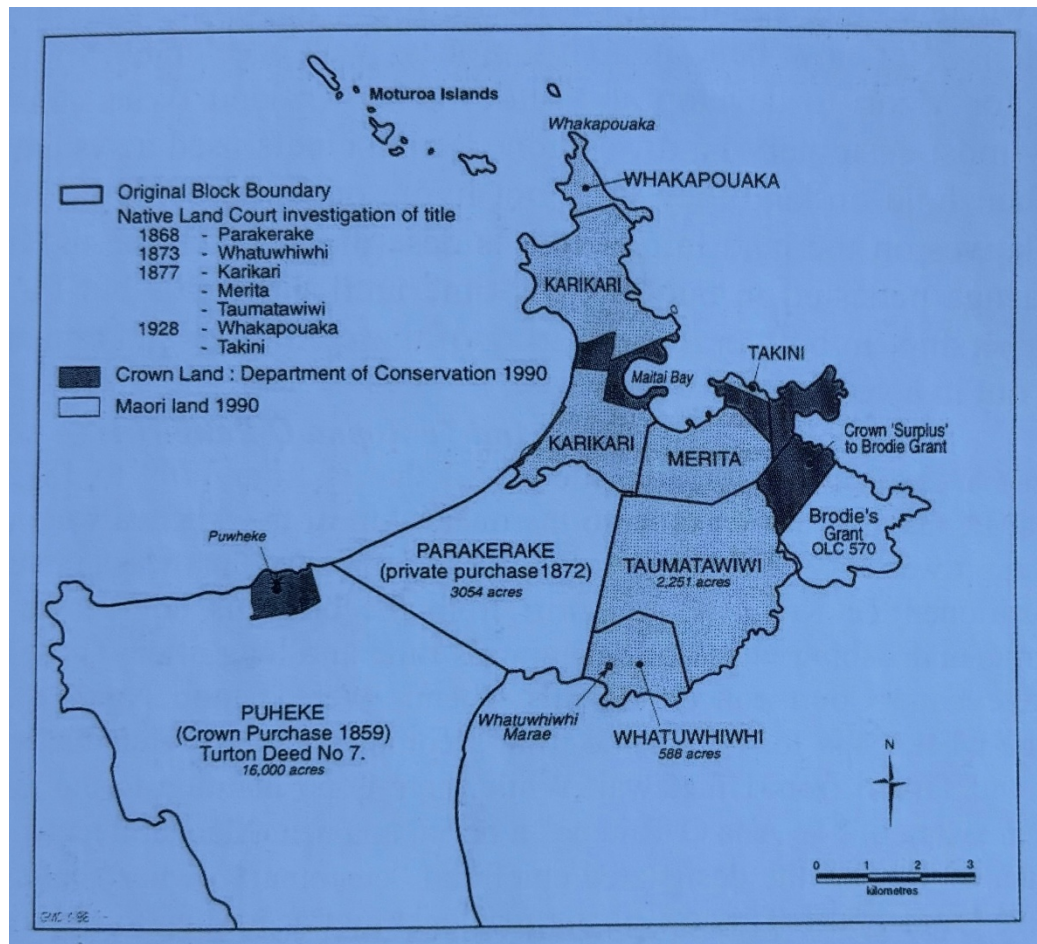
2.3 The traditional names for the places within our rohe are: <sup>2</sup>



### 3. PARAKERAKE

- 3.1 The area known CEZ sits within whenua that we know as Parakerake.
- 3.2 Parakerake was surveyed in around 1872 and sold shortly afterwards. Our tuupuna did not agree to that sale. It was sold by two people who did not represent our hapuu and, in one case, did not even whakapapa to us.

<sup>2</sup> A Johns Nga Tapuwae o Hinetewai (2012) p. 1.



- 3.3 The loss of Parakerake marked the loss of direct management of our whenua - the loss of our ability to properly exercise rangatiranga and kaitiakitanga, the loss of access to some of our mahinga kai sites and the loss of part of our economic base. Without access and authority, we are unable to undertake tikanga practices and the related maatauranga is also lost. For example, if an area becomes paru, we no longer collect kai and become less familiar with what species or life is in the area. The next generation - our Tamariki (children) and moko (grandchildren) – do not get to learn about related practices.
- 3.4 While our relationship with Parakerake became strained after it was wrongfully sold, it is important to understand that our connection was not severed. Our whakapapa connections and tikanga principles like kaitiakitanga, whaanaungatanga, mana, tapu, noa, utu and ea persist,<sup>3</sup> even when someone else “owns” the whenua in Western terms.
- 3.5 At times our rohe is thriving and can absorb some development. At other times, it is unwell and needs a rest. Our hapuu have witnessed the part of Parakerake in the CEZ become increasingly unwell. Our obligation, according

<sup>3</sup> See T Paul Statement of 7 August 2024 at [4] for an overview of these principles.

to our tikanga, is to protect it and reinstate its integrity. That is essential to maintaining balance and our relationship.

#### **4. WAI MAORI AND MOANA**

- 4.1 This section of my statements focuses on the waterbodies within or downstream from the CEZ. The attachment marked “**B**” contains one of Council’s maps, which shows the CEZ. We inserted the names of the waterbodies discussed here.
- 4.2 Puna (freshwater springs) sit beneath Parakerake. The puna veins feed awa, including Wairahoraho Awa, which flows through Parakerake. Wairahoraho Awa flows to Waimango and to Karikari Moana. The connection between these bodies allows for a continuous flow of mauri.
- 4.3 Karikari Moana is one of the two Moana that features in our pepeha. It literally forms a part of our identity and significant to us.
- 4.4 Karikari Moana was a mahinga kai site, abundant with tuatua, scallop, kin and fish. Our hapuu no longer collect kai from this space anymore as it has been affected by wastewater and upstream pollution. Our tikanga is that we do not collect food from paru (unclean) areas and wastewater is paru. That is not dissimilar to other cultures. I have often heard the saying “don’t eat where you [go to the bathroom]”.
- 4.5 Waimango translates to “shark water”. This name was given because before modification, Waimango was tidal. Mango (sharks) use to swim in at high tide and have their babies. Our korero is that our taniwha take the form of Mango sharks. They are our kaitiaki. Waimango was a nursery for these taniwha – our kaitiaki.
- 4.6 Waimango was also a mahinga kai site, with Tuna (eels) and Kanae (Mullet) It also provided kainga (homes) for our taonga species.<sup>4</sup>
- 4.7 Wairahoraho Awa also provided kainga and feeding grounds for manu (birds) like toorea pango (variable oyster catcher), piihoihoi (NZ pipit), tara (white-fronted tern), ngutu parore (wrybill), tuuturiwhatu (red breasted dotterel), kohutapu (sharp-tailed sandpiper), taranui (Caspian tern) and kuaka (godwit).
- 4.8 Our hapuu could not say exactly where the puna are beneath the surface of Parakerake. Over the generations, whaanau who have worked on that whenua have talked about the hard pan that sits above these veins and

---

<sup>4</sup> Statement of Evidence at [5.1].

beneath the surface. Our lived experience and common sense tell us that piercing the hard pan may also lead to puncturing the veins, disrupting how the other waterbodies are fed.

- 4.9 Broadly, freshwater health can be classed as:
- a. wai ora - water that is pure, healthy or well;
  - b. wai Maaori - the mauri of the system;
  - c. wai mate - that is unwell or dead water.
- 4.10 Wairahoraho and Waimango have become unhealthy over the years due to pollution from the activities that have and continue to happen around them. They smell different, their waters are no longer clear, and they support less life – less birds visit and there is less kai to collect.
- 4.11 The parts of the CEZ that have been developed include a golf course, tennis court, pool, restaurant, manager accommodation, vineyard some hotel rooms, some roads and some carparks. The waters that sit within this area have become more and more paru (dirty). Wildlife do not visit the area as often. We have no doubt the decline in mauri – health partly comes from what has and is happening in the CEZ. That is maatauranga. We cannot tie that to the Western view as we have not seen any monitoring or reports. That is perhaps unsurprising as I understand the planner in the Environment Court said that there was not much of a requirement.
- 4.12 Puna, Wairahoraho, Waimango and Karikari have their own mana and mauri. They are essential to the health and wellbeing of our people, our taonga species and our whenua.
- 4.13 Our tangata whenua status and our role as kaitiaki include respecting the mana and protecting the mauri of waterbodies within our rohe. Respecting mana means caring for our relations. It involves recognising and honouring the intrinsic authority, dignity and spiritual essence (mauri). Mauri is at its strongest where there has been little or no human interference. Where mauri is depleted or mana is impacted, our tikanga requires us to protect and restore it.
- 4.14 We understand that district councils are only responsible for managing the use of land and activities on the surface of water. Our hapuu think it would be artificial to pretend the use of land does not have wider impacts on other aspects of the environment, including water in all of its forms. Degradation of any part of a waterbody has a detrimental effect on the whole body – the whole

system. For example, if you put chemicals in the whenua, our trees and critters are impacted. Chemical seep into some puna and our awa, which affect all of the life downstream.

- 4.15 Suggesting Papatuuanuku and her children can be sliced and diced without impacts is akin to saying cutting off someone's hand will not affect the rest of his or her body. It is important to understand that our hapuu are an extension of our environment. Put another way, the environs within our rohe can be seen as an interconnected body, which we are part of. When our environs is harmed, our hapuu also suffer.

## **5. THE CONSENTS AND THE CEZ**

- 5.1 In around 1998, our hapuu heard that Parakerake was going to be developed. A man names Paul Kelly owned the whenua within the CEZ at that time.
- 5.2 In 1999, Council granted consents for the development. We learnt about the details of the development after the consents were granted – that it involved lots of villas, hotels, a golf course, helicopter pad, vineyards, a pool, tennis court, roads, carparks and other things.
- 5.3 Our hapuu set up a committee to talk about the development and we built a relationship with Paul Kelly so that we could be involved in the development and operation. There were opportunities for whaanau to gain work within our rohe. Paul Kelly even agreed to restore Waimango to its former, unmodified state. There was lots of undeveloped whenua within our rohe and much less people at that time, so our rohe could absorb some development.
- 5.4 Paul Kelly sold our whenua to the current owner. We tried to build a good relationship to begin with. These days, the relationship is not good. The benefits that we once saw are no longer there.
- 5.5 There was a lot of development left to do after Paul Kelly moved on. For example, the villas and the related infrastructure has not been established. Carrington says that 16 villas have been established, but those villas do not seem to align with its plans.
- 5.6 We also understand that the proposed plan cements all of those activities in by saying they can happen, even without the 1999 consents.
- 5.7 It has been 26 years. As I said in my first statement, tikanga is dynamic and responds to the context. The Carrington development is now sitting in a different context. Lots has changed in our rohe over the last few decades. Lots of our whenua has been developed and our rohe is now a home for lots

more people. Over the past few decades, our hapuu have witnessed less taonga species visiting our living in our rohe and the degradation of our whenua and waterbodies. According to our tikanga, the current state of the health of our rohe tells us what should or should not happen – whether it can absorb more development. Karikari Moana, Waimango, Wairahoraho Awa and the taonga species in the that area are already unhealthy from the pressure that has come with development. We are also concerned that earthworks might puncture puna and disrupt our wai Maaori system.

5.8 Trusts that represent our hapuu have been working together to try and close off activities that Carrington has not completed. The incomplete accommodation is a big deal to us. I understand around 1,710 people live in our rohe at the moment. The actual scale of the accommodation is not really clear to us. For example, we understand the plan says 230 accommodation units can be built. We assume this is a reference to the three-bedroom units authorised by the consent. If two people are in each of the three bedrooms, that part of the accommodation alone would mean 1,380 tourists in our rohe at full capacity. That's not counting the tourists that might stay in the 113 traveller's accommodation units. We do not want to be manuhiri in our rohe. Nor do we want to be trying to manage our mahinga kai sites, pollution and restoration of our rohe around more people. We are already having issues with paru running into our waterbodies and taonga species declining. The answer is not to put more pressure on or rohe – more pressure on us.

5.9 We have been to the Environment Court and now we are going to the High Court. It would be devastating for our hapuu if we got the outcome we wanted from the Court, only to find the plan allows the activities for another decade.

## **6. CEZ SETTLEMENT AGREEMENT**

6.1 When the development unfolded in 1999, Te Ruunanga a Iwi o Ngaati Kahu went to the High Court to review Council's decision to grant the consents, partly because there was no engagement with the Ruunanga.

6.2 We were and remain unclear on why the Ruunanga thought it should be consulted. It is not mana whenua or mana moana. It was and is, as we understand it, a Western entity that was originally established to collect and distribute fisheries settlement monies.

6.3 The settlement agreement is attached and marked "C". It records:



...clause 12: The parties will issue a joint media statement...the **agreed statement** shall include a statement **attributed to Dr Mutu** to the effect that **Te Runanga was acting on behalf of Te Whanau Moana of Karikari**

Koiwi protocol

...**Te Runanga** on the instruction of the Kaumatua of the tangata whenua will be the **sole determiner of the future of any koiwi uncovered...**

- 6.4 It is clear that the Ruunanga was not acting on behalf of our hapuu as:
- a. for context, Dr Mutu had a marae listed in the Ruunanga deed, which she named Karikari. Previously she referred to her ropu (group) as the Karikari Trust or Karikari. Our korero is that listing a Marae in a Western deed may create recognition in those terms, but our kaumaatua and kuia say that our tikanga requires discussion and support from our hapuu. That did not happen. There is only one Marae within our rohe that was established in accordance with tikanga – Haititaimarangai Marae.
  - b. our hapuu deal with our own koiwi (human remains). It is insulting and contrary to our tikanga to suggest the Ruunanga could or should decide what happens with those tapuu (sacred) things within our rohe. That undermines the mana of our hapuu.

## **7. COUNCIL PROCESSES**

- 7.1 Our hapuu try to be proactive in our space so that our voices are heard and our relationships are seen. One of the main reasons we prepared a hapuu management plan and submitted it to Council was to try to secure visibility and recognition within our own. We have always ensured Council has contact details for people in our hapuu.
- 7.2 We believed part of the Council's role was to recognise and provide for our tikanga and the intergenerational relationships we have with our tuupuna (ancestors, including non-human tuupuna). We believed that taking proactive steps we took would help achieve that. Instead, we continue to find ourselves having to jump up and down just to be seen or heard.
- 7.3 The proposed plan change was no different. Council did not engage with our hapuu. We understand that it approached the Ruunanga - but we are not represented by the Ruunanga. This continued failure to engage directly with our hapuu undermines our efforts and our mana.
- 7.4 The lack of consideration and conversation in Council processes costs us time, money and energy. Because our hapuu have no Treaty settlement, we largely

rely on volunteers giving their time and energy over and above their mahi (work) and whaanau responsibilities.

- 7.5 In this process alone, hapuu members have spent countless unpaid hours looking over documents, in hui (meetings), rallying koha (gifts / money) to help with expert costs and preparing korero for this kaupapa. It is exhausting. We should not have to fight so hard to meet the starting point – to be recognised.
- 7.6 History rhymes. The loss we felt and harm we experienced when Parakerake was sold continues to echo through to today. We are tired – tired of being sidelined in our own rohe by Western processes, tired of drawing on near empty tribal resources to try to maintain our presence in our own ancestral lands.
- 7.7 In relation to the consents, we have carried deep mamae (hurt) for nearly three decades. They continue to hang over us and are often discussed at our Marae, with whaanau wondering if or when the development will happen. Our voices were silenced in 1999. We've had to carry the whakama (shame) of not being able to protect the parts of our rohe that are most vulnerable.
- 7.8 We will keep challenging the consents in the Courts – because that is what our tuupuna would expect of us.
- 7.9 As far as this process goes, we ask this Panel to take a step towards helping us to protect our relationships - our environs within the CEZ by not cementing the consents in the proposed plan for another decade.

**Dated** 11 August 2025

A handwritten signature in blue ink, appearing to read 'Stephen', is written over a horizontal line.

Stephen (Tipene) James Paul

**UNDER**

The Resource Management Act  
1991

**IN THE MATTER OF**

the Proposed Far North District  
Plan

**AND**

a submission by Haititaimarangai  
Marae Kaitiaki Trust

---

**STATEMENT OF EVIDENCE OF STEPHEN JAMES (TIPENE) PAUL FOR  
HAITITAIMARANGAI MARAE KAITIAKI TRUST  
7 AUGUST 2024**

---

Ko Puwheke te Maunga  
Ko Mamaru, Waipapa me Ruakamea ngaa Waka  
Ko Tokerau me Karikari ngaa Moana  
Ko Ngaati Kahu te Iwi  
Ko Te Whaanau Moana me Te Rorohuri ngaa hapuu o runga  
Ko Haititaimarangi te Marae

## **1. TE WHĀNAU MOANA AND TE ROROHURI**

- 1.1 Te Whanau Moana and Te Rorohuri are the two-hapu associated with Haititaimarangi Marae.
- 1.2 Our Marae was named after the mokopuna of our founding Ngaati Kahu tupuna, Kahutianui and Parata.
- 1.3 Te Whaanau Moana and Te Rorohuri are two of three hapuu that arrived on the waka Mamaru. The other hapuu on the waka was Te Patu Koraha, whose descendants reside at Kareponia in Awanui.
- 1.4 Our Moana, or coastal environment is a taonga to us and forms a significant part of our identity. This is highlighted in that:
  - a. the name of one of our hapuu, Te Whaanau Moana literally translates to "the sea family";
  - b. our pepeha features Karikari and Tokerau Moana rather than awa;
  - c. the full name of our Maunga is Te Puke o Te Wheke o Mutorangi, which translates to the octopus hill of Mutorangi. It is named after an event that occurred in our Moana.
- 1.5 Te Whaanau Moana and Te Rorohuri are mana whenua of the Karikari Peninsula and indeed, mana moana of the surrounding waters.

## **2. INTRODUCTION**

- 2.1 I am a descendant of Te Whaanau Moana and Te Rorohuri through the following lines:

Te Parata – Te Mamangi – Tukanikani – Hapute – Haititaimarangi – Hungahunga – Hutu – Tokiwhakauka – Mauhara – Te Nganga- Nga Pouri

– Ruarei – Mereana Ngakohikohi – Poharama – Reihana – Ngareta –  
Maanu Paul – Tipene Paul

- 2.2 I was born and raised in Christchurch until the age of 15 years. Growing up, we took regular trips home to visit our Grandparents who were living on the farm in Wairahoraho Valley, in Karikari Peninsula.
- 2.3 My elders were my teachers. Our father impressed upon us the importance of contributing to our whaanau, hapuu, marae, church, mana whenua and mana moana. I was fortunate to have the opportunity to learn from my Kaumaatua and Kuia, and I am grateful for the lessons I received.
- 2.4 I now sit on the Taumata at our Marae.
- 2.5 I have been involved with different governance entities associated with our rohe. I held a role as the Chair of the Haititaimarangai Marae 339 Trust, and still hold a trustee role on that Trust. I also held a role as the Chair of the Ngati Kahu Station Ahuwhenua Trust. I am the current chair of the Haititaimarangai Marae Kaitiaki Trust.

### **3. OVERVIEW**

- 3.1 I consider the matters addressed in Karena Hita's evidence, as **attached** and marked "A" to overlap. I agree with and support the points she makes in relation to our position and role in our rohe, our tikanga and our connection and responsibility to the environment. I also agree with her views expressed in relation to the Ngaati Kahu Ruunanga.

### **4. TIKANGA AND THE ENVIRONS**

- 4.1 Our relationship with Te Taiao (the environment) is one that is intrinsically tied to our tikanga and identity. According to our tikanga, all things are interconnected. In our view, it is artificial to treat things like river margins as separate from the rest of the taiao.
- 4.2 As Kaitiaki we must fulfil our responsibilities and obligations to enhance and sustain Papatuanuku and her children. The Kaitiakitanga principle of guardianship captures some of the obligations that we, as tangata whenua have, noting that other obligations on tangata whenua are covered by other markers.

- 4.3 Our culture and traditions, or tikanga markers that guide our engagement with our rohe include:

Whakapapa (Genealogical Connections) – Whanaungatanga (Kinship) – Mana (Authority and Responsibility) – Kaitiakitanga (Guardianship) – Tapu (Restrictions) – Noa (Free from Restriction) – Utu (Reciprocity) – Ea (Balance).

- 4.4 The principles of rangatiratanga, kaitiakitanga, whanaungatanga and mana motuhake are integral to the proper operation of our traditions.

- 4.5 These things are further enhanced by our relationship with the whenua, moana and its many life forms, and our understanding of when, where and how to care for and utilise our whenua, moana and awa.

- 4.6 Our rohe has provided a constant source of spiritual and physical sustenance for our hapuu, with its resources managed effectively to ensure sustainability. Hapuu knowledge and practices in relation to our rohe have been passed down to each successive generation, and there is a renewed focus on the wellbeing of our rohe by our younger hapuu members.

- 4.7 It is important to recognise interconnectedness of Kaupapa and Tikanga. When contemplating issues in relation to the Moana, our Kaumatua would decide what rules and principles (Kaupapa) would guide their decision making. They would recount past events to assist in their discussions, and then a course of action (Tikanga) would be agreed to. The relevant Tikanga markers traditionally guided decision making.

- 4.8 It is also important to understand that our culture, traditions and relationships are dynamic and context specific. For example, Council recently recognised areas that contain koiwi (human bones) as waahi tapu. That has helped to provide proper protection of our culture. On the other hand, Council's wastewater system has leaked into Tokerau Moana. The offence caused by failed systems desecrating one of the Moana that feature in our pepeha cannot be understated.

## 5. TAONGA SPECIES

*Te kuaka he kuaka manaranga. Tahi manu I tae ki te tahuna tau atu tau mai.*

*The kuaka is a rising bird. When one lands on the beach others follow.*

- 5.1 Kuaka use to frequent our rohe. They are not seen too often these days. The banks of Waimango provided kainga for Parera (ducks), Karakahia (Grey duck), Waana (Swans), Kuaka (Godwit), Matuku (Australasian Bittern), Tuuturiwhatu (Banded Dotteral), Puuweto (Spotless Crake), Taranui (Caspian Tern), Maataataa (Fernbird) and Tara (White Fronted Tern).
- 5.2 Waimango was a spawning ground for the Pioke (Shark), a place to catch Kanae (Mullet).
- 5.3 All these creatures contribute to the balance of Te Taiao. Their presence tells us when it is well. Their absence tells us when it is sick. I understand that some of these species are heading towards extinction and that numbers are declining in numbers due to the decline in the health of our rohe, particularly in Waimango.

## **6. WAIMANGO**

- 6.1 In earlier times, Waimango was a part of Karikari Moana. Over time, the beach and sandhills built a natural wall which formed a lagoon or wetland.
- 6.2 Waimango is a part of a catchment that begins in the hill range we know as Paeheteheroa. Waimango receives impure water (including surface water) from activities upstream and in the surrounding lands. Today, Waimango is not healthy or well. It no longer supports taonga species (like mango, fish and birds) like it once did.
- 6.3 Waimango fluctuates in area and depth, depending on how freely water can flow out to the sea, and how much water it receives from its tributaries or from rainfall.
- 6.4 Waimango has been modified previously by Lands and Survey. Its size and depth has decreased, and the sand dunes have been reduced also. This was done to support the crown owned block Rangiputa. I tautoko the evidence that our kaumaatua, Atihana gave on Waimango in another hearing. A copy of that evidence is **attached** and marked "**B**".

## **7. ABSENCE OF CULTURAL CONSIDERATION IN ASSESSMENTS**

- 7.1 During my time as a trustee and Chairperson, we have dealt with countless applications for consents. At times we have had to intervene because applicants and Council forget that we are here.
- 7.2 My experience is that Council treats our interests as superficial. Resource consent applicant goals and aspirations for development seem to take precedence over our obligation to protect our rohe. A number of times we received applications via Council and were given 5 days to respond. That is a big ask of people who are functioning on volunteer time.
- 7.3 It is unfortunate that Council do not ask applicants to do their homework on cultural impacts before they file applications for resource consents.
- 7.4 We have witnessed our rohe becoming increasingly unwell. The reduction in bird numbers indicates the lack of kai and, the ever-increasing harm. This is disappointing. Consent holders come and go. We are left to clean up. To try and restore harm that occurs within our rohe.
- 7.5 I would have thought that our values, traditions and the relationships that we have with our rohe should be a clear, front-end consideration.

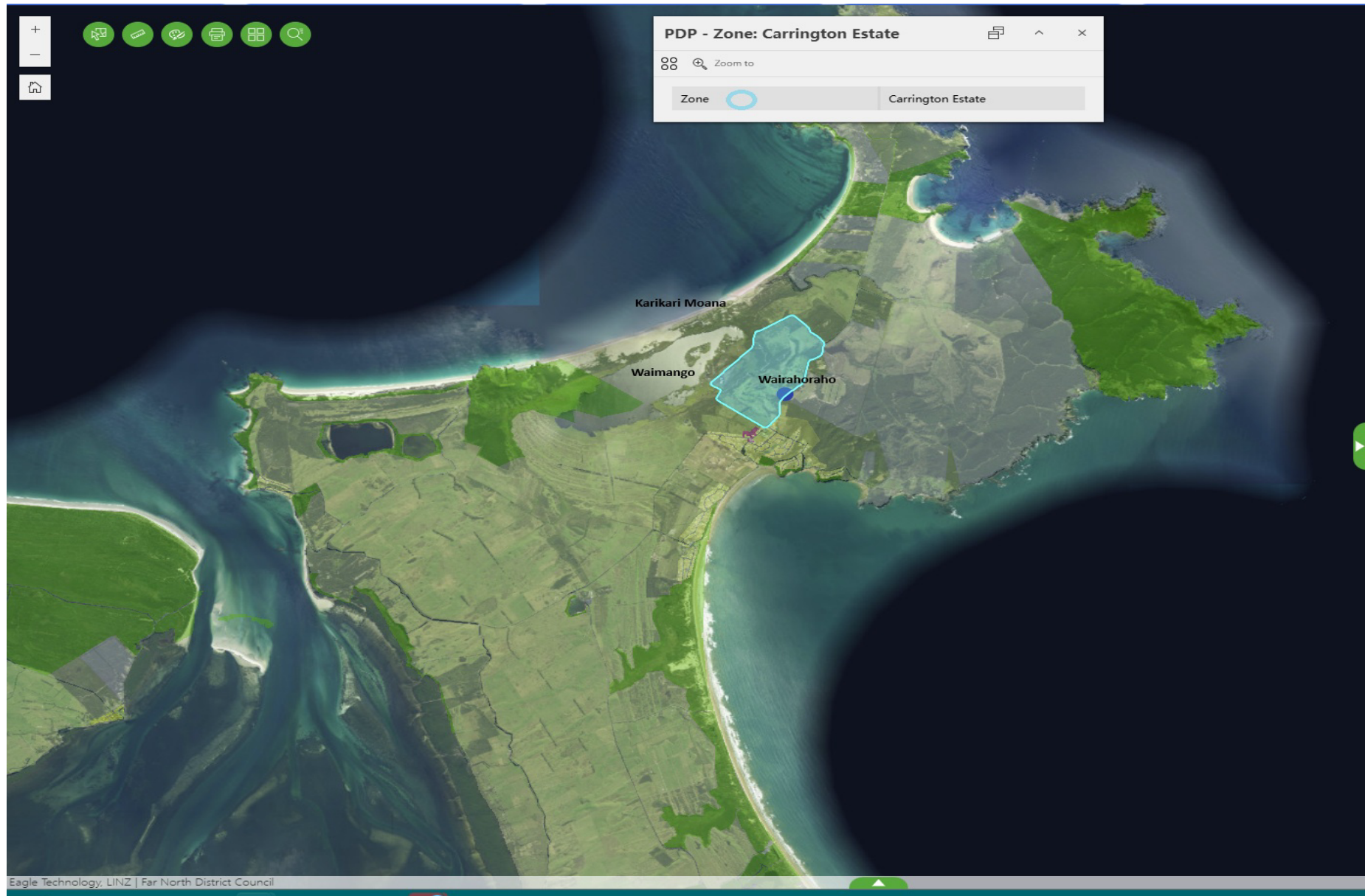
**Dated** 7 August 2024



Stephen (Tipene) James Paul



## Attachment B





**Environmental Defence Society Incorporated (“EDS”)**

First Plaintiff

and

**Te Runanga-a-Iwi O Ngati Kahu (“Te Runanga”)**

Second Plaintiff

and

**The Far North District Council (“The FNDC”)**

First Defendant

and

**Carrington Farms Limited (“Carrington Farms”)**

Second Defendant

**Settlement Agreement**

**5 March 2001**

**Bell Gully**

BARRISTERS AND SOLICITORS

J M Gault / M P Cheung  
PO Box 4199 DX CP20509 Auckland Tel 64 9 916 8800 Fax 64 9 916 8801  
Senior Counsel: P T Cavanagh QC

**Whereas;**

- a) The parties to this agreement are parties to judicial review proceedings in the High Court at Auckland (M/404/45/01).
- b) The parties wish to settle on the terms set out in this agreement.

**The parties agree:**

**Carrington Farms**

1. Carrington Farms agrees to consult in good faith with EDS and Te Runanga concerning resource management matters of mutual interest relating to any part of the development site (including the parts referred to in the following paragraphs and the streams) which may arise in future. This commitment is to be incorporated, on a prospective basis, into the conditions of the consent granted by the FNDC.
2. Furthermore, Carrington Farms agrees not to develop the beach (including the dunes) and wetland areas of its property as identified on the attached plan, and to use its best endeavours to preserve and enhance those areas for the purpose of restoring the natural state of the wetland. The parties agree that this commitment is to be incorporated, on a prospective basis, into the conditions of consent granted by the FNDC.
3. The parties agree that protocols for dealing with any interference with any site or find of cultural (including koiwi, waahi tapu or other taonga) or heritage (including any archaeological sites) significance are to be incorporated, on a prospective basis, into the conditions of consent granted by the FNDC.
4. Carrington Farms agrees not to seek to expand the currently consented provision for accommodation (including hotel, villas or any other form of accommodation), subject to any "as of right" development that may be able to take place without the need for a resource consent at the time of this agreement and any re-siting of elements within the development site. Such re-siting shall not without the consent of the plaintiffs:

- (a) involve the relocation of any building covered by the consents to a position closer to the coast than the nearest building permitted in terms of the resource consents which are the subject of this proceeding; and
- (b) have any adverse effects on the environment having regard to what is contemplated by those resource consents.

Carrington Farms agrees that Te Runanga and EDS would be affected parties for the purposes of section 94(2) of the RMA in respect of any further development of the site subject to these proceedings.

- 5. The parties agree that it is not for the applicant for a resource consent to determine the status of a given hapu or iwi as tangata whenua or mana whenua and if this has caused offence, it has not been deliberate. Carrington Farms acted in good faith and relied on advice, and it is regretted if offence has been caused or taken.

#### **FNDC**

- 6. Without limiting its statutory duties and obligations the FNDC agrees that Te Runanga and EDS would be affected parties for the purposes of s94(2) of the Resource Management Act in respect of any further development of the site subject to these proceedings.
- 7. The FNDC agrees that for the purposes of consultation developers must be referred to relevant iwi groups, including local marae and runanga.
- 8. The FNDC acknowledges the particular interest of EDS in significant developments affecting the coast and of Te Runanga and local marae in significant developments affecting the coast within the rohe of Ngati Kahu.
- 9. The FNDC regrets any concerns which have been caused to any tangata whenua arising out of the processes which it has followed in this case. Such concerns have not been intended as the FNDC had attempted to ensure that consultation with tangata whenua took place on an appropriate basis.

10. The FNDC acknowledges that EDS's strongly held view is that the consents should have been notified and acknowledges that public participation in significant projects is desirable.
11. The FNDC agrees to consider submissions EDS intends to make about its notification process and if it considers it appropriate shall undertake a review of those processes.

#### **Media statement**

12. The parties will issue a joint media statement in which the parties indicate a win-win settlement using a tone of co-operation with the stated objective of achieving a culturally and environmentally sensitive development. The agreed statement shall include a statement attributed to Dr Mutu to the effect that Te Runanga was acting on behalf of Te Whanau Moana of Karikari. The parties agree that no other public statement will be made which is inconsistent with the spirit of the agreed statement, or if no agreed statement is reached, which is inconsistent with this agreement.
13. The parties will use best endeavours to agree to the terms of the joint media statement for issue within 14 days of concluding this agreement.

#### **Conclusion**

14. All parties to this Settlement Agreement confirm that they shall in implementing the terms of this Settlement Agreement in all respects act in good faith including using best endeavours to achieve the alteration to the conditions of consent contemplated by this agreement within a reasonable time.
15. The parties agree that this Settlement Agreement settles all issues, concerns and disputes however arising out of the grant or exercise of all existing resource consents obtained for the development provided such exercise is in accordance with the conditions of the consents, including the conditions referred to in this agreement.
16. This agreement shall be attached to the FNDC property file.

17. In all respects the agreement concluded, including the further agreements in relation to an agreed consultation protocol and agreed tangata whenua protocols, has effect from the date hereof.

Executed by:

**Environmental Defence  
Society Incorporated** by its  
counsel:

 5/3/2001

Counsel

C N Whata

Print Name

**Te Runanga-a-Iwi O Ngati  
Kahu** by its counsel:

 5/3/2001

Counsel

C N Whata

Print Name

**Far North District Council** by  
its counsel:



Counsel

M. L. S. COOPER

Print Name

**Carrington Farms Limited** by  
its counsel:



Counsel

P. T. Cavanagh & Co

Print Name



## TANGATA WHENUA PROTOCOLS

**Parties:** Carrington Farms Limited ("Carrington Farms")  
Te Runanga-a-Iwi O Ngati Kahu ("Te Runanga")

**Preamble:** These protocols are agreed pursuant to Clause 3 of the Settlement Agreement executed contemporaneously with this document. It is not for Carrington Farms Limited to determine the status of a given hapu or iwi as tangata whenua or mana whenua.

### Koiwi protocol

Should any koiwi / human remains be uncovered on the project site, subject to the statutory requirements of relevant legislation, Te Runanga on the instructions of the Kaumatua of the tangata whenua will be the sole determiner of the future of any koiwi uncovered.

In the event of any such discovery, the work shall cease immediately and the Secretary of Te Runanga, the Secretary of the Hāitaitamarangai Marae and the Northland Regional Council shall be notified within one working day. The area holding the koiwi shall be secured from interference or otherwise isolated. Te Runanga will ensure that the consent holder is advised as to the appropriate course of action to be taken within a reasonable time after receiving the notification.

If Te Runanga considers it appropriate, Te Runanga will remove the koiwi in an appropriate manner.

If Te Runanga does not consider that it would be appropriate to remove the koiwi, the koiwi shall be left untouched and such area as may reasonably be required to protect the koiwi made permanently secure from any further interference.

### Other cultural finds

The consent holder shall, to the satisfaction of the Northland Regional Council, ensure that the exercise of this consent shall not disturb sites of spiritual or cultural significance to the tangata whenua.

To this end the consent holder and Te Runanga have entered into the arrangements for consultation recorded in the agreed consultation document executed contemporaneously with this protocol.

In the event that any archaeological sites, remains, artefacts, taonga are unearthed, dislodged, uncovered or otherwise found or discovered during the exercise of this consent, the Secretary of Te Runanga, the Secretary of the Hāitaitamarangai Marae and the Northland Regional Council shall be advised in writing by the consent holder within one day.

In the event of any discovery, the works shall cease immediately. Works may recommence when advised to do so by the Northland Regional Council. Such advice shall be given after the Northland Regional Council has considered:

- Interests and values of the tangata whenua; and





- The consent holder's interests; and
- The interests of the public generally; and
- Any archaeological or scientific evidence

The NZ Police, Coroner and Historic Places Trust shall also be contacted as appropriate, and the work shall not recommence in the affected area until any necessary statutory authorisations or consents have been obtained.

Executed by:

**Te Runanga-a-Iwi O Ngati  
Kahu** by its Secretary:

*M. S. Muter* 5.03.2001  
Secretary

M. S. Muter  
Print Name

**Carrington Farms Limited** by  
its counsel:

*Ian Gault*  
Counsel

P.T. Council G.L. I.M. GAULT 5/3/01  
Print Name