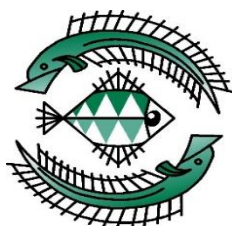


Te Mahere Whakahaere o
Muriwai o Whata

Muriwai / Coopers Lagoon Management Plan



Kai Te Haere / April 2016



Te Taumutu Rūnanga



Te Rūnanga o NGĀI TAHU

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4 April 2016

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RE: MURIWAI MANAGEMENT PLAN

Te Taumutu Rūnanga is happy to endorse the Muriwai Management Plan. This is a significant milestone for both Te Taumutu Rūnanga and Te Rūnanga o Ngāi Tahu in getting a management plan completed for Muriwai following the vesting of the lakebed to Ngāi Tahu in 1998.

Nāhaku noa, nā

Julie Robilliard
Chair

cc Craig Pauling
Boffa Miskell



Approval of Muriwai [Coopers Lagoon] Management Plan

It is hereby certified that the Muriwai [Coopers Lagoon] Management Plan date April 2016 has been formally adopted 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

Dated 31 July 2017

Dated 31 July 2017

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 timu

Tai pari

Kā wai o Mahaanui

Ki te Poupou a Te Rakihouia

Heke ana e Tuna-mai-o-ruka-i-te-raki

Ki te hāpua o Muriwai o Whata

Rere ana te koiro, te tuere, te kanakana, te tuna hoki

Te tohu oraka ki te takata

Te tohu rakatirataka ki te iwi

Pūpū mai kā hau o Tāwhirimatea

i whakapurea te awa huka me te whenua pākihi o Waitaha e.

TĪHEI MAURI ORA!!!

Ko Te Pā o Moki e tau nei

E pāorooro kau ana te whakamiha ki te hākerekere

Nāia ko kā kirakira o Te Taumutu

E whakamānawa atu nei i ruka i kā tini āhuataka o te wā

E kā whare tapu, e kā mauka whakahī, e kā wai tipu Māori

Mauri tū, mauri ora, mauri wai

Tēnā koutou, tēnā rā tātou katoa.

Te Taumutu Rūnanga and Te Rūnanga o Ngāi Tahu 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 Muriwai o Whata as a place of cultural and ecological significance, and most importantly as a mahinga kai of Ngāi Tahu Whānui.

To the members of Ngāi Te Ruahikihiki and Ngāti Moki who contributed their time to attend hui and provide feedback on the plan and are involved in the management of Muriwai;

To the Brown and Taiaroa whanau who kindly contributed the work of their tūpuna to add special significance to this plan and its contents;

To the neighbouring landowners and members of the Taumutu Drainage and Culvert Committees who play a key role in the ongoing protection, management and enhancement of Muriwai; and

To the agencies including the Department of Conservation, Fish and Game, Environment Canterbury and the Selwyn District Council who have supported and/or provided feedback on this plan and the future management of Muriwai.

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

Nō reirā, tēnā koutou, tēnā koutou, tēnā koutou katoa.

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1.0 WHAKATAKI / Introduction

Muriwai o Whata (Coopers Lagoon) is an area of cultural, natural, historic and recreational importance located within the Selwyn District of Te Waipounamu, just South of Taumutu. To Ngāi Tahu, and in particular Ngāi Te Ruahikihiki ki Taumutu, Muriwai (as it is most commonly known) has special value as a mahinga kai and an important source of mana.

The loss and degradation of this taonga was part of the overall Ngāi Tahu claim to the Waitangi Tribunal, which resulted in the bed of Muriwai being vested in Te Rūnanga o Ngāi Tahu through the Ngāi Tahu Claims Settlement Act 1998.¹

The extent of the bed of Muriwai vested in Te Rūnanga o Ngāi Tahu is shown in Figure 1 on page 3 and also in **Appendix 1**. The lakebed is legally described as Pt Lot 1 DP80019, and Lots 5 – 9 DP305920 and makes up approximately 85 hectares. The fee simple ownership extends to the bed of Muriwai only and does not include the water above it nor aquatic life within the water. It does however include plants attached to the bed of Muriwai.²

1.1 Kaupapa / Purpose

This management plan has been prepared by Te Rūnanga o Ngāi Tahu and Te Taumutu Rūnanga to guide and support the management of the bed of Muriwai, 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 resource-centred relationships, and recognising the relationships of Ngāi Tahu and their culture and traditions with the ancestral land and taonga of Muriwai, primarily through enabling the enhancement and gathering of healthy mahinga kai.

The plan contains long-term objectives, policies and methods for effective integrated management of Muriwai. It provides for the management of the Ngāi Tahu lakebed 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 values of Muriwai to be managed through the plan;
- Section 3.0 sets out the policies and methods for management of the values of the bed of Muriwai and its wider catchment;
- Section 4.0 sets out actions and timeframes for implementation of the plan, and monitoring and review.

1.3 Wawata me ngā whāinga / Vision and Objectives

The overarching vision of the plan is:

¹ Section 184 Ngāi Tahu Claims Settlement Act 1998.

² Section 185 Ngāi Tahu Claims Settlement Act 1998.

**Hei whakamana, hei whakakaha te wāhi taonga me te mahinga kai o Muriwai o Whata,
mo tātou, a, mō kā uri a muri ake nei**

***To enhance Muriwai as a mahinga kai for Ngāi Tahu and as a place of outstanding cultural,
ecological, recreational and conservation value to the wider community.***

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 Muriwai
- **Mauri tū/Wairua:** Enhance mauri and in-turn the natural and spiritual values of the area
- **Whakakaha ngā tūmomo koiora:** Support the restoration of indigenous biodiversity
- **Whakarawe ngā mahinga kai:** Enable the gathering and use of mahinga kai
- **Whakarato te mahi-a-takaro:** Provide for compatible recreational use and enjoyment
- **Whakarato te mahi whai rawa:** 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 wetlands as a link between land and water and for the mahinga kai species present. A Ki Uta Ki Tai approach is based on a traditional Ngāi Tahu concept of resource management that recognises the interconnectivity of all resources from the mountains to the sea, including the critical role of tangata (people). The framework requires a holistic approach and co-ordination by all agencies responsible for environmental management.

1.4 Te Whanaketanga / Developing the Plan

This plan has been developed by Te Rūnanga o Ngāi Tahu and Te Taumutu Rūnanga, and involved a series of hui to understand, discuss and agree on the key issues and options for the management of Muriwai. To assist in this, Te Rūnanga contracted Boffa Miskell Ltd to research and develop an initial issues and options paper which was presented at an initial hui with Te Taumutu Rūnanga members at Ngāti Moki Marae in August 2015. This hui also involved a site visit to Muriwai, as well as an ecological survey undertaken by Boffa Miskell.³

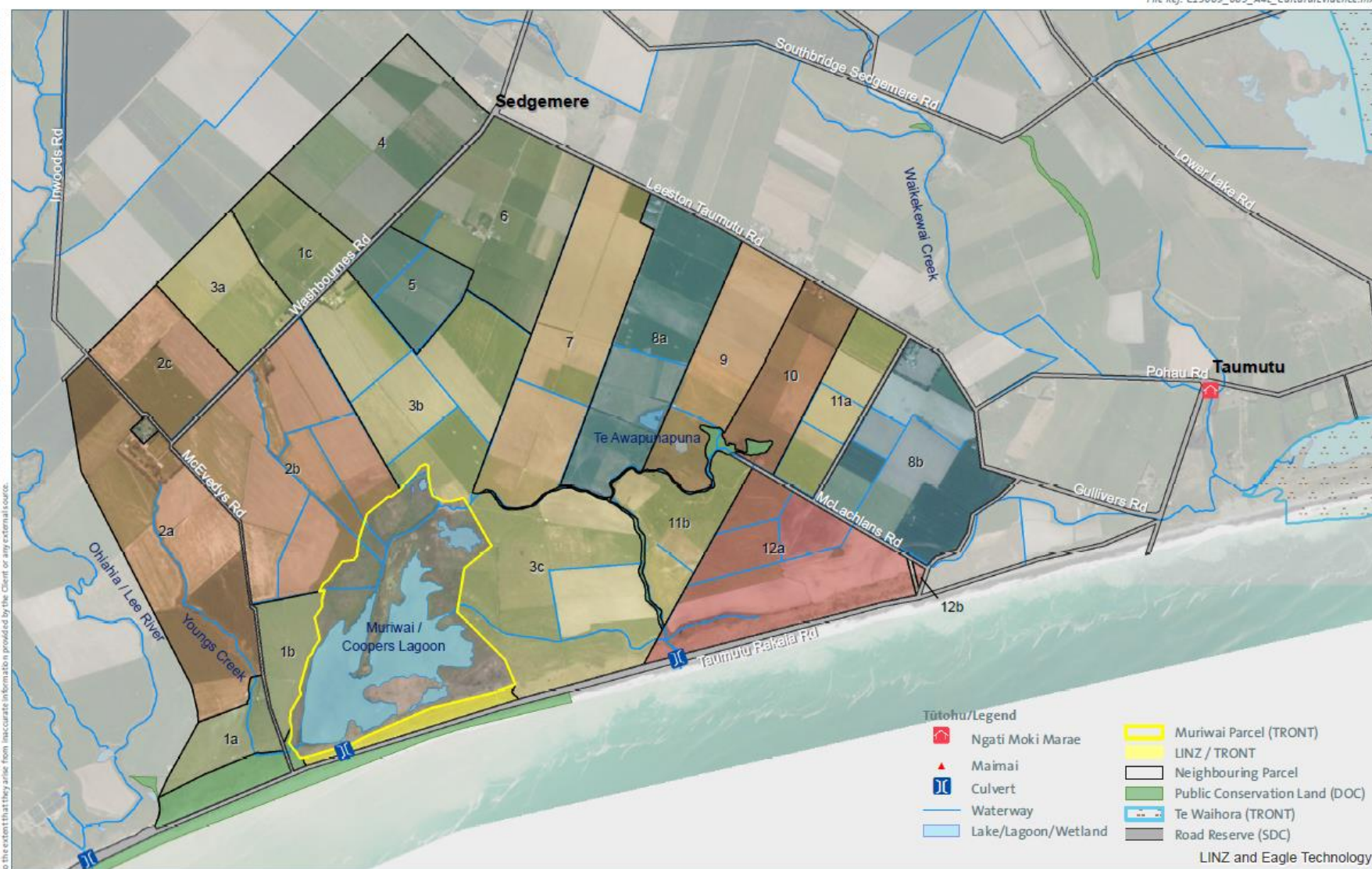
Following the initial hui, a draft management plan and ecological report were developed by Boffa Miskell Ltd and presented for review by both Te Rūnanga staff and Te Taumutu Rūnanga members at a second hui in October 2015. The plan was then updated ahead of final adoption by Te Taumutu Rūnanga in March 2016. It is intended that this plan will be comprehensively reviewed after 10 years (by 2026). Future reviews should be undertaken prior to future Regional and District Plan reviews, to assist in informing those processes as necessary.

The plan has also been prepared in consultation with a range of stakeholders including the Department of Conservation, North Canterbury Fish & Game Council, Environment Canterbury, Selwyn District Council, the Taumutu Drainage and Culvert Committees, and neighbouring landowners. Hui were held with these agencies and groups to discuss the draft issues and options in September 2015 and the draft plan was also provided to the agencies for review in January 2016.

The draft plan was also presented to the Selwyn-Waihora Zone Committee of the Canterbury Water Management Strategy, and provided to the Ellesmere Sustainable Agriculture Incorporated Society for review and input in February 2006.

³ Please see the separate Muriwai Ecological Report by Boffa Miskell Ltd dated December 2015. Taonga species lists and recommendations from this report are provided in **Appendix 2 and 3** respectively.

This plan has been prepared by Boffa Miskell Limited on the specific instructions of our Client. It is solely for our Client's use in accordance with the agreed scope of work. Any use or reliance by a third party is at that party's own risk. Where information has been supplied by the Client or obtained from other external sources, it has been assumed that it is accurate. No liability or responsibility is accepted by Boffa Miskell Limited for any errors or omissions to the extent that they arise from inaccurate information provided by the Client or any external source.



1.5 Tūnga me te Kawenga / Roles and Responsibilities

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

Te Taumutu Rūnanga

Te Taumutu Rūnanga is the administrative council of Ngāi Te Ruahikihiki ki Taumutu, who hold manawhenua and have a kaitiaki role over Muriwai and its catchment. The role of Te Taumutu Rūnanga under this plan is to provide leadership and guidance in working with Te Rūnanga in implementing and administering this plan and making key decisions about natural resource management affecting Muriwai. Te Taumutu Rūnanga will support and provide mandated representatives to the proposed Muriwai Management Committee. Te Taumutu Rūnanga also wish to work with Te Rūnanga o Ngāi Tahu in relation to the future ownership and management of the Muriwai lakebed by Te Taumutu.

Te Rūnanga o Ngāi Tahu

Te Rūnanga o Ngāi Tahu was established by the Te Rūnanga o Ngāi Tahu Act 1996 to give a legal identity to, and represent, the tribal collective of Ngāi Tahu Whānui. Te Rūnanga is the current legal owner and iwi authority of the bed of Muriwai, and its role under this plan includes working with Te Taumutu Rūnanga to implement and administer the plan. The role also involves administering and facilitating key budgets and funding to implement the plan, and providing staff to support the proposed Muriwai Management Committee, as well as providing a liaison point with other agencies and groups. Te Rūnanga will also work with Te Taumutu Rūnanga in relation to the future ownership and management of Muriwai by Te Taumutu.

Department of Conservation

The Department of Conservation is responsible under the Conservation Act 1987 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 Crown owned land between McEvedys Road and the southwestern corner of the Muriwai lakebed, and is the main point at which the public access Muriwai. The Department also administers land on the western side of McEvedy's Road adjacent to the coast. Prior to the NTSCA, the Department also administered the Muriwai lakebed and developed a management plan which was reviewed in developing this plan.

The Department are committed to supporting the management of Muriwai by Te Rūnanga and Te Taumutu 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.

North Canterbury 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 North Canterbury Fish and Game Council has this statutory responsibility at Muriwai. Game species at Muriwai include black swan and various duck species. Brown trout, are also present, although are not a significant population. Canada geese are also present but are no longer managed as game birds.

Fish and Game manages maimai within Te Waihora (Lake Ellesmere) in accordance with the Maimai Agreement 1997 by Te Rūnanga o Ngāi Tahu. The intent of the Agreement is to secure the rights of hunters to the continued use of maimai for recreational hunting while recognising the freehold land rights of Te Rūnanga. A full copy of the Agreement is included as **Appendix 4**.

Fish and Game have agreed to support the management of Muriwai by working with Te Rūnanga and Te Taumutu to continue to manage maimai, game birds and sports fish to support the management plan. Fish & Game will undertake an annual survey of maimai and collect fees and work with Te Rūnanga and Te Taumutu to decide how the maimai fund may be used at Muriwai.

Environment Canterbury

Environment Canterbury (the Canterbury Regional Council) is responsible under the Resource Management Act 1991 for the integrated management of the natural and physical resources of the Canterbury region. This includes issuing and monitoring water and discharge permits and monitoring water quality and other aspects of the use of the bed of Muriwai and inflowing waterways. The Council is also responsible for proposing, making and implementing regional pest management strategies under the Biosecurity Act 1993.

ECan are a party to the Te Waihora Co-Governance Agreement with Te Rūnanga o Ngāi Tahu and the Selwyn District Council as well as being a party to the Canterbury Water Management Strategy and the work of the Selwyn-Waihora Zone Committee. ECan are also a party to the Tuia Relationship Agreement with Ngā Papatipu Rūnanga. These arrangements align with the aspirations of this management plan, including the commitment to work with Te Rūnanga and Te Taumutu in implementing initiatives for improved lowland water quality. Collaboration under this plan may include continuing to monitor water quality and provide updates to Ngāi Tahu as well as working on processes for the notification and processing of consents affecting Muriwai. Ecan is also committed to ongoing collaboration for research and investigation about Muriwai alongside other organisations.

Selwyn District Council

Selwyn District Council is responsible under the Resource Management Act 1991 for the management of the effects of the use, development, or protection of land and associated natural and physical resources of their districts.

SDC is also responsible for the provision and maintenance of an extensive land drainage network within the Taumutu Drainage District which drains groundwater and stormwater from surrounding farmland. As a consequence, the level of Muriwai Lagoon is kept artificially lower than its natural level by drainage via a series of drains and culvert outlets to the sea. The Council delegates some aspects of management of the land drainage network to the Taumutu Drainage Committee and the Taumutu Culvert Committee, made up of local landowners. Council works alongside these committees to prioritise and facilitate maintenance activities carried out by contractors. Drains are generally cleared of weed, vegetation and sediment on a 1-5 yearly basis.

SDC are also party to the Te Waihora Co-Governance Agreement, the Canterbury Water Management Strategy and jointly administers the Selwyn-Waihora Zone Committee with ECan. SDC also has various relationship arrangements with Te Taumutu Rūnanga over resource management and planning related matters. These arrangements align with the aspirations of this management plan and include commitments to continue working with Te Rūnanga and Taumutu on related matters. Therefore, while SDC have not been able to endorse the plan at this stage, they support further collaboration and discussion, particularly on land drainage and lake level management.

Neighbouring Landowners

Private farmland borders Muriwai along much its boundary, which is used for a mix of grazing and cropping. Te Taumutu and Te Rūnanga wish to develop productive working relationships with landowners in implementing this plan, such as to achieve completion of perimeter fencing and ongoing enhancement of the lagoon. As part of the consultation for this plan, Ellesmere Sustainable Agriculture Incorporated (ESAI), who represent numerous landowners and occupiers within the Muriwai Catchment noted their willingness to contribute to and be involved in future management. Specific arrangements in informing and working with each landowner and the ESAI will be identified in the annual work programme.

Wider Community

Muriwai is used and enjoyed by the wider community for a range of recreational activities. Te Taumutu and Te Rūnanga intend to foster community involvement in implementing this plan, including assisting with restoration efforts and enhancement of recreational opportunities. Specific arrangements in informing and working with the community will be identified in the annual work programme.

1.6 Tuhinga-ā-ture / Legislative and Policy Framework

This plan is a private land management plan. However as a planning document recognised by 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 for which a Regional or District Council can have regard to in determining a resource consent applications affecting the lagoon.

The Ngāi Tahu Claims Settlement Act 1998, and a number of statutory plans and policy documents have a relationship to this management plan. Future management of the site shall not be inconsistent with any existing tribal policies or plans, including the Ngāi Tahu Freshwater Policy Statement and Te Whakatau Kaupapa. The key legislation and documents and their relationship to management outcomes at Muriwai are as follows:

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 Act and Deed relevant to the management of Muriwai are included in **Appendix 5 and 6** respectively.

Sections 184 - 187 of the Act provides for the vesting of the bed of Muriwai in Te Rūnanga o Ngāi Tahu, while maintaining all lawful rights of public access to, and recreational use and enjoyment. Section 188 of the Act however provides the ability for the Minister of Conservation, at the recommendation of Te Rūnanga, to make bylaws prohibiting or regulating public access and/or recreation use for the purpose of protecting the bed of Muriwai from adverse effects on conservation values. Bylaws may prohibit or places conditions on access or use, regulate use by vehicles or boats, and prescribe offences and fines for contravention with bylaws.

Section 189 of the Act provides that the existing rights of ownership, use, and occupation of structures in the bed of Muriwai can continue for as such rights remain lawful. This section provides for the ongoing occupation, use, and maintenance of the Selwyn District Council drainage infrastructure in the bed. Section 190 provides for the continued use of maimai on Muriwai at the discretion of Te Rūnanga as well as the option to enter into an agreement to manage maimai.

Section 11.7.8 of the Deed of Settlement also provides indemnity to Te Rūnanga against actions, claims, demands, losses, damages, costs by any member of the public arising from continued public access and recreational use.

Mahaanui Iwi Management Plan 2013

The Mahaanui Iwi Management Plan sets out the statement of objectives, issues and policies for natural resource and environmental management in the collective takiwā of the six Ngāi Tahu Papatipu Rūnanga located in central Canterbury area. Local authorities have statutory obligations to take into account the plan in preparing or changing regional policy statements and plans, and district plans. The plan prioritises the protection and enhancement of Muriwai as a mahinga kai.⁴

⁴ Policy TW6.5 and TW8.2, Mahaanui Iwi Management Plan 2013.

Te Taumutu Rūnanga Natural Resource Management Plan 2003

The plan sets out Ngāi Te Ruahikihiki ki Taumutu values and policies in regard to natural resource management in the Taumutu takiwā. As for any iwi management plan, local authorities have statutory obligations to take into account the plan in preparing or changing regional policy statements and plans, and district plans. The plan policies seek to ensure:

- Muriwai and springs and waterways leading to it are protected.
- No abstractions from springs or waters connected to Muriwai.
- Restoration of the capacity of coastal wetland ecosystems to support mahinga kai and provide ecosystem services, including efforts to restore eel populations.
- No further draining of existing wetland areas.
- Spread of willow and gorse is controlled, and restoration with indigenous plant species.
- Agricultural activity achieves a buffer of at least 20m around any wetland or waterway.
- No stock access to wetland areas.
- No discharge of contaminants within at least 20m of any wetland/waterway.⁵

Canterbury Regional Policy Statement

The Regional Policy Statement provides an overview of the resource management issues of the Canterbury region and policies and methods to achieve integrated management of the natural and physical resources to achieve the purpose of the Resource Management Act. All regional and district plans are required to implement the regional policy statement. At a high level, the policy statement 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 the coastal environment, and wetlands and their margins are preserved, restored, or enhanced.⁶

Canterbury Land & Water Regional Plan

The Land and Water Regional Plan assists the regional council to carry out its functions under the Resource Management Act 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 ensure hāpua and their margins are maintained in a healthy state or are improved where degraded, significant indigenous biodiversity and natural character values of hāpua are to be protected, and wetlands that contribute to cultural values and mahinga kai are maintained.⁷ It also seeks to ensure all activities operate at good environmental practice or better to optimise efficient resource use and protect the region's fresh water resources from quality and quantity degradation.⁸ The plan also contains rules controlling water takes, discharges of contaminants, activities within the bed and margins of waterbodies, and managing farming derived nutrient loss in the Muriwai catchment.

In February 2016, the Selwyn-Waihora Sub-regional plan became operative (as Plan Change 1 of the Land and Water Regional Plan) and introduced new policies, rules and limits to manage water quality and quantity in the Te Waihora catchment, which includes the catchment of Muriwai. In particular the plan identifies a Cultural Landscape/Values Management Area for Te Waihora and its tributaries, which also includes the Muriwai catchment. The plan also identifies Phosphorus Sediment Risk Areas

⁵ Policy 5.4.2, Te Taumutu Natural Resource Management Plan 2003.

⁶ Objectives 7.2.1 and 8.2.4, Canterbury Regional Policy Statement 2013.

⁷ Objectives 3.14, 3.17, 3.18, and 3.19 Canterbury Land & Water Regional Plan 2015.

⁸ Objective 3.24, Canterbury Land & Water Regional Plan 2015.

including one covering the Muriwai catchment. Key features of Plan Change 1 affecting the management of Muriwai include that:

- Farmers will be required to reduce their nutrient losses, gain consents to farm and/or develop a Farm Environment Plan if their farm is larger than 10 hectares and
 - the farm nitrogen loss is more than 15 kilograms per hectare per year; **or**
 - the farm is in the Te Waihora Cultural Landscape/Values Management Area; **or**
 - the farm is in a Phosphorus Sediment Risk Area; **or**
 - the farm is not implementing good farm practices outlined in Schedule 24 of the plan.
- The role of drains in contributing nutrients, sediment and microbial contaminants to waterways and the lake is recognised, with stock access prohibition extended to drains.
- Water allocation limits are set, new takes are prohibited and the transfer of water permits is restricted. New minimum flow restrictions on streams and rivers are to be introduced in 2025⁹.
- The Cultural Landscape/Values Management area requires farms to take specific account of the risks to cultural values and address these through Farm Environment Plans and/or resource consent requirements to protect mahinga kai, wāhi tapu, wāhi taonga, lake health and ecology¹⁰.

Canterbury Regional Pest Management Strategy 2011- 2015

The Regional Pest Management Strategy provides a framework for the efficient and effective management or eradication of specified animals and plants in the Canterbury region under the Biosecurity Act 1993. The strategy includes rules which place obligations on land owners to control specified animal and plant pests, including broom, gorse, and other exotic weeds. *Beggars' tick* which has been identified at Muriwai is subject to a regional surveillance programme administered by Environment Canterbury. The Regional Pest plan is currently being reviewed and some target species may change as a result of the review.

Selwyn District Plan 2008

The district plan assists the district council to carry out its functions under the Resource Management Act in managing use, development, and subdivision of land in the district. It 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.

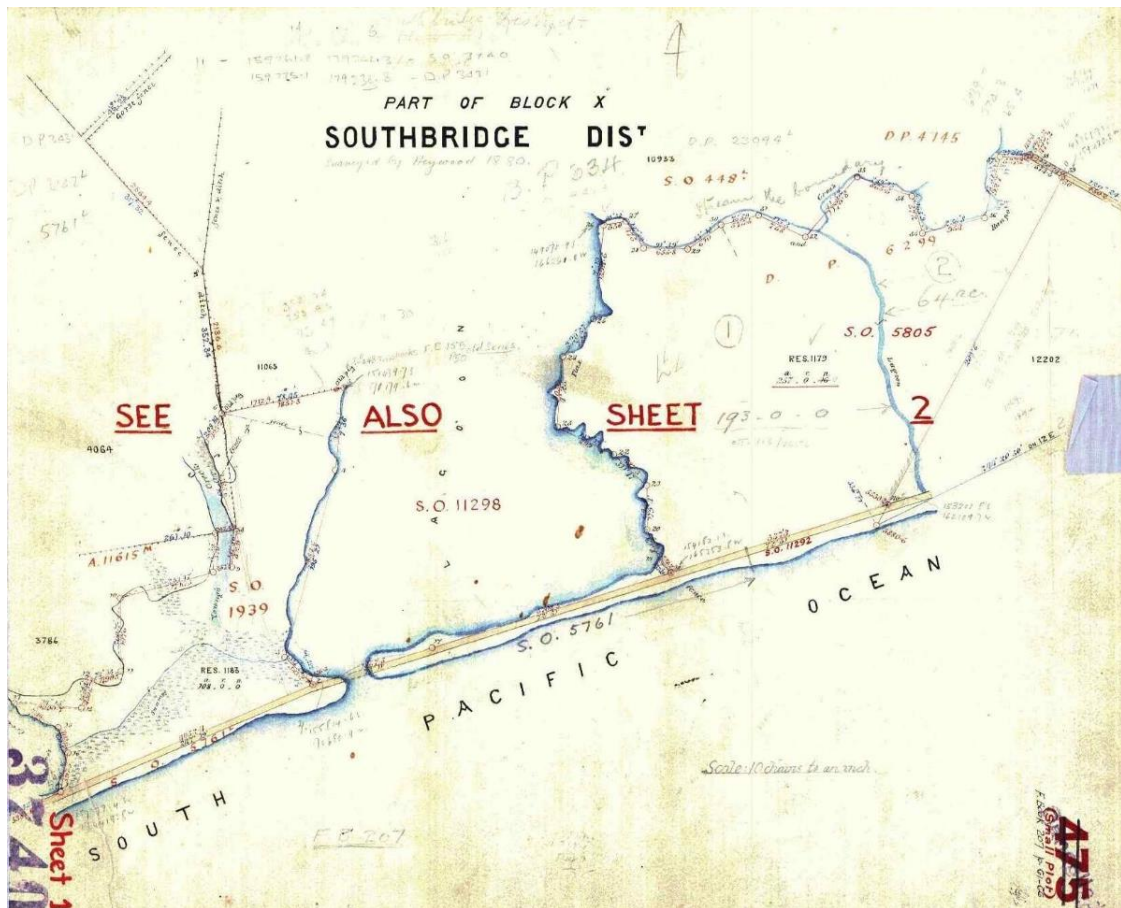
Muriwai is located within the Outer Plains Zone in the plan. The bed, adjacent coastal margin, and rivers and drains leading to Muriwai are identified as a silent file area (C42) in the plan in recognition of historical associations to Ngāi Tahu¹¹. The plan seeks to ensure wetlands and indigenous vegetation within wetlands and riparian margins are protected and where practicable enhanced or restored, and ensure effects from activities on indigenous vegetation, habitats, and functioning are avoided, remedied or mitigated¹². The plan also contains rules controlling activities in the margins of water bodies, and areas identified as a silent file.

⁹ See <http://ecan.govt.nz/publications/Plans/PC1-QA-Feb-16.pdf>.

¹⁰ See <http://ecan.govt.nz/publications/Plans/v1-factsheet-cultural-landscape.pdf>.

¹¹ See https://www.selwyn.govt.nz/_data/assets/pdf_file/0015/5190/PC26-R-E5_Cultural_Site-entire-chapter.pdf.

¹² Objectives B1.2.1, B1.2.2, B1.2.3, B1.2.4, and B1.3.5, Selwyn District Plan 2008.



2.0 NGĀ UARA / Values

2.1 Whakapapa / History

Te toto o te tangata, he kai; Te oranga o te tangata, he whenua

Food supplies the blood of people; their welfare depends on the land

For many centuries, the wetland area known as Muriwai o Whata has been a wāhi taonga for the people inhabiting the Taumutu area, and those travelling along the coastline. The significance of this area derives from the important and unique mahinga kai it supported together with the taonga that Ngāi Tahu tūpuna placed within the wetland for safekeeping. Muriwai is also associated with the origin of tuna (eels), as it was the place where Tuna-o-ruka-i-te-raki descended to after leaving the highest heaven (see the information box opposite).

Although the Kamps Purchase of 1848 allowed for continued access to mahinga kai, the subsequent privatisation of land slowly eroded the historical relationship Ngāi Tahu had with Muriwai, and other key mahinga kai areas. This happened as a result of limited access across private property, as well as drainage and a reduction of the overall quality and quantity of mahinga kai resources of the lagoon. As a consequence, the wealth of natural resources once protected and utilised by the people of Taumutu became degraded, and in turn effected the wellbeing of the people.

Fortunately, the people of Taumutu have stood firm to their traditions and rights associated with Muriwai, and through the Ngāi Tahu settlement, the bed of Muriwai has been returned to the iwi. Regrettably though, the condition of Muriwai enjoyed in the past has altered and requires assistance to once again provide for the people. This plan therefore attempts to address this degradation and set a course for the future enhancement and enjoyment of the lagoon and its resources, for Ngāi Tahu, as well as the wider community. The people of Taumutu also wish for the lakebed to return to them in time and will work with Te Rūnanga to achieve this.

2.2 Ngā Wai / Water

He huahua te kai pai? E, he wai te kai pai!

Are preserved birds the best food? Oh no, it is water!

Water is a taonga of the utmost importance to Ngāi Tahu, playing a central role in the culture, traditions and ongoing identity of the iwi, particularly in relation to the custom of mahinga kai. As Tau, Goodall, Palmer and Tau (1990) explain “water is held in the highest esteem because the welfare of the life that it contains determines the welfare of the people reliant on those resources” (p4-12).

Water is therefore 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 the economic survival of iwi, particularly in relation to both customary and commercial fisheries, papakainga and housing, as well as horticultural and agricultural land use. This plan seeks to protect and enhance the



special nature of freshwater, and particularly the quality and quantity of waipuna (springs), repo (wetlands) and the hāpua (lagoon) of Muriwai.

2.3 Mahinga Kai and Ecology

Toitū te marae a Tāne; Toitū te marae a Tangaroa; Toitū te iwi

If the land is well, and the water is well, the people will thrive

Muriwai and its associated wetland habitats are recognised as being of high ecological significance. The vegetation is dominated by wetland communities comprised of extensive areas of freshwater wetland vegetation with smaller areas of salt marsh and salt meadow. Some of these areas are highly representative of the original wetland vegetation. However, willow forest covers the north-western part of the site and is encroaching on the indigenous wetland vegetation.

The hāpua or lagoon itself is a large area of shallow water with several spring-fed streams and 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. The lagoon and its wetlands support a high diversity of indigenous bird species, including several that are classified as nationally threatened or at risk. It is recognised as an important coastal site for migratory and native waders, swamp birds and native waterfowl. It also supports a high diversity of wetland plant species including nationally threatened, at risk and locally uncommon species. The lagoon and its waterways provide habitat for aquatic fauna, including threatened and at risk freshwater fish species.

Muriwai is in close proximity to Te Waihora and the ecological linkages between these two coastal lagoons is also likely to be important. In the context of Kā Pākihi Whakatekateka o Waitaha/the Canterbury Plains, which have been so highly modified by humans, Muriwai is a special place of very high ecological value. This plan seeks to protect and enhance these special values, particularly those associated with taonga species and provide for abundant, healthy mahinga kai.

See **Appendix 2** for a list of native and taonga species found at Muriwai.

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

He ihu waka, he ihu whenua

A canoe safely reaching land

Muriwai provides recreational opportunities for many user groups including fishers, game bird hunters, water based recreationalists, bird watchers and those enjoying the wide-open spaces. This plan seeks to provide for the ongoing enjoyment of the lagoon including fishing and game bird hunting, customary use, as well as water sports and other public use of the Ngāi Tahu lakebed and neighbouring land administered by the Department of Conservation.

2.5 Ngā mahi whai rawa / Commercial and other Activities

He mahi kai hoaka; he mahi kai takata

Sandstone devours pounamu, just as work devours people

Commercial uses of Muriwai have the potential to both support and impact the future management of Muriwai. This could include particular research, eco-tourism or natural resource based activities. This plan seeks to both provide for and/or manage any commercial activities that are compatible with the objectives of the plan and the other values of Muriwai.

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 issues and opportunities identified in section 2.0 above. The policies and methods are intended to provide strong guidance for decision making by the agencies involved in managing Muriwai and the wider catchment.

In order to support co-ordinated integrated management of Muriwai, the policies and methods of the plan have been drafted to be consistent with the objectives and policies of the Mahaanui Iwi Management Plan 2013 and Te Taumutu Rūnanga Natural Resource Management Plan 2003. They also recognise the functions, responsibilities, and relevant policy documents of Environment Canterbury and Selwyn District Council to the extent that they have a role in managing protection, use and development of natural and physical resources at Muriwai and the surrounding catchment.

Unless stated otherwise, Te Rūnanga o Ngāi Tahu is to take primary responsibility for implementing the methods of this plan.

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 Muriwai lakebed.
- 3.1.2 Maintain and develop appropriate ownership, governance and management structures and processes to uphold the mana and mauri of Muriwai.

Ngā Ritenga / *Methods*

- 3.1.A Work with Te Taumutu Rūnanga to establish effective governance and management structures and processes for Muriwai, including those methods outlined in section 4 of this plan. This should include developing annual work programmes and longterm funding requirements for lakebed management.
- 3.1.B Investigate and work towards the future vesting of the Muriwai lakebed in Te Taumutu Rūnanga.
- 3.1.C Work with other agencies and stakeholders to achieve the vision and objectives of the Muriwai Management Plan and assist with the management of the lakebed and its catchment.

Te Kupu Whakamāhukihuki / *Explanation*

The Muriwai lakebed 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 Ngāi Te Ruahikihiki and Te Taumutu Rūnanga. Te Taumutu Rūnanga have an aspiration to have the lakebed vested in the rūnanga in the future, particularly once effective governance and management structures and processes are in place, including gaining a clear understanding of annual work programme and funding requirements.

3.2 Ngā Wai / *Water*

Ngā Kaupapa / *Policies*

- 3.2.1 Ensure effective water management that provides for the relationship of Ngāi Tahu / Ngāi Te Ruahikihiki ki Taumutu with their ancestral lands, water, sites, wāhi tapu, wāhi taonga, and other taonga of Muriwai.
- 3.2.2 Protect ecosystems and habitats of Muriwai from water quantity and quality degradation, and enhance where currently degraded.

- 3.2.3** Increase fish populations and recruitment (particularly tuna/eel) by restoring effective fish passage to Muriwai via the Selwyn District Council drainage network from the sea.
- 3.2.4** Maintain water levels for Muriwai sufficient to support improved cultural and ecological health of the lagoon, including to provide for fish passage in autumn and spring.
- 3.1.5** Ensure landuse activities in the Muriwai catchment contribute to improved water quality of the lagoon by implementing best management practices.
- 3.2.6** Ensure maintenance of Selwyn District Council drainage network contributes to improved water quality of the lagoon by implementing best management practices.
- 3.2.7** Reduce the potential for increased sedimentation entering Muriwai, and the existing sedimentation of the lagoon bed.

Ngā Ritenga / Methods

- 3.2.A** Consider the outcomes of Environment Canterbury fish passage assessment to understand the fish population and recruitment status, and constraints of the current drainage network to achieving effective fish passage.
- 3.2.B** Commission additional research/investigations, and work with Environment Canterbury, Selwyn District Council, stakeholders and research institutions where appropriate to:
 - Confirm fish passage constraints;
 - Identify minimum lagoon water levels to support improved cultural and ecological health of the lagoon, including fish passage;
 - Identify practicable solutions to restoring effective fish passage.
- 3.2.C** Work with Environment Canterbury, Selwyn District Council, stakeholders and the community to implement measures to provide optimum water levels, and restore effective fish passage to Muriwai, including any physical changes to drainage infrastructure, implementation of water level and flow regimes, changes to existing resource consents, and interim fish transfer. This may include opening culverts each year in spring and autumn.
- 3.2.D** Work with Environment Canterbury and Selwyn District Council on processes related to resource consents within the Muriwai Catchment, including those required under the Land and Water Regional Plan, and the requirements of the Cultural Landscape Values Management Area and Phosphorus Sediment Risk Area (covering Muriwai). This could result in Te Rūnanga o Ngāi Tahu and Te Taumutu Rūnanga being considered an affected party/landowner where the following activities are applied for:
 - Take and use of surface or groundwater;
 - Discharges of water, wastewater, drainage water, or stormwater;
 - Use and disturbance of the bed of a waterbody, including the removal of vegetation and/or sediment.
- 3.2.E** In relation to policy 3.2.D, ensure activities will result in the protection, and potential enhancement of mahinga kai, wāhi tapu or wāhi taonga of Muriwai, in line with the Cultural Values Management Area requirements of the Land and Water Regional Plan.
- 3.2.F** In relation to policy 3.2.D, ensure farm environment plans are prepared that include actions and measures to:
 - Prevent the direct discharge of contaminants to waterways, including sediment and phosphorous and provide for best practice effluent disposal;
 - Control chemical spraying where it may affect mahinga kai values and indigenous flora and fauna, including fish;

- Provide for implementation of good management practice for the maintenance of waterways and drains, including preventing stock from accessing waterways and the planting of waterway margins with suitable indigenous species.

3.2.G Work with the Selwyn District Council, Environment Canterbury and the Taumutu Drainage Committee to ensure better management practices are implemented for future maintenance of the drainage network in the Taumutu Drainage District. This could include:

- Registering and monitoring all connected lateral drains and requiring certain water quality standards to be met;
- Stock exclusion, fencing and riparian planting;
- Wetland creation, sediment bunds/traps and other treatment measures within the network;
- Undertaking fish trapping and/or rescue in-conjunction with drain maintenance activities (including any dewatering, weed or sediment removal);
- The reuse of drain sediment and water on surrounding land.

3.2.H Commission research/investigations and work with Environment Canterbury, Selwyn District Council, stakeholders and research institutions where appropriate to:

- Confirm the extent of existing lagoon sedimentation and its ecological effects;
- Identify sources of lagoon sedimentation;
- Identify practicable solutions to reduce sedimentation inputs, and remove sediment from the bed of the lagoon.

3.2.I Work with Environment Canterbury, Selwyn District Council, and the community to implement measures to reduce sedimentation inputs, and remove sediment from the bed of Muriwai (noting that Muriwai is in a high phosphorous risk area under the LAWRP).

3.2.J Work with other agencies to improve the cultural and ecological health of Muriwai through other processes, including:

- Regional and district Council long term and annual planning processes;
- RMA plan making and resource consent processes;
- Joint action between Te Rūnanga o Ngāi Tahu, Te Taumutu Rūnanga, Department of Conservation, North Canterbury Fish & Game, Environment Canterbury, and Selwyn District Council;
- Joint action with community groups and local residents.

Te Kupu Whakamāhukihuki / Explanation

The cultural and ecological health of Muriwai has been degraded through human modification of its natural hydrology and connection to the sea, and land use practices in the catchment including groundwater abstraction and discharges of sediment and intensive landuse derived contaminants. Modification of catchment hydrology in particular has had significant consequences for native fish passage and recruitment, particularly for tuna/eel which is an important taonga species.

Effective management of water quantity and quality (including sedimentation) in the Muriwai catchment is critical to improving the degraded cultural and ecological health of the lagoon. Improving the understanding of the link of lagoon levels to ecological health, and the constraints of the drainage network in providing effective fish passage is crucial to determining and implementing workable solutions. Improvement of water quality will primarily be addressed through involvement in Environment Canterbury resource consent processes for activities in the Muriwai Catchment (which is also part of the Te Waihora Cultural Landscape/Values Management Area and a Phosphorus Sediment Risk Area under the Land and Water Regional Plan) to ensure implementation of good management practices for farming, as well as working with Selwyn District Council to ensure maintenance of the drainage network reduces sediment inputs and is

undertaken in accordance with best practice. In relation to policies 3.2.D-F, Environment Canterbury is committed to working with Te Taumutu Rūnanga and Te Rūnanga to finalise an agreement on the operation of the Cultural Landscape Values Management Area.

3.3 Mahinga Kai and Ecology

Ngā Kaupapa / Policies

- 3.3.1** Close Muriwai and its catchment to commercial fishing of tuna (eel), pātiki (flounder) and aua (yellow eyed mullet), but consider appropriate aquaculture opportunities.
- 3.3.2** Enhance mahinga kai resources at Muriwai to enable improved customary use.
- 3.3.3** Facilitate customary use of mahinga kai and provide for recreational fishing within sustainable limits.
- 3.3.4** Avoid introduction of new animal and plant pest species, and eradicate existing pests through targeted pest control.
- 3.3.5** Identify and protect areas of existing indigenous vegetation at Muriwai.
- 3.3.6** Restore the indigenous biodiversity of Muriwai through threat removal, natural regeneration, and the re-establishment of suitable indigenous vegetation and species.
- 3.3.7** Promote the management of adjoining Department of Conservation land consistent with this management plan to support the enhancement of the cultural, ecological, historic and landscape values of Muriwai.
- 3.3.8** Manage Muriwai as an exemplar indigenous coastal lagoon and wetland.

Ngā Ritenga /Methods

- 3.3.A** Investigate the most appropriate method to exclude certain commercial fishing at Muriwai, including developing a bylaw under the Ngāi Tahu Claims Settlement Act, and/or including Muriwai in the Te Waihora lakebed access agreements, and/or establishing a mātaimai reserve.
- 3.3.B** Consider applying to the Minister of Primary Industries to establish a mātaimai reserve over Muriwai and its tributaries under the Fisheries (South Island Customary Fishing) Regulations 1999 for the purposes of excluding commercial fishing, and providing for customary management practices and food gathering AND/OR add Muriwai to the Te Waihora Lakebed Access Agreements with Commercial Fishers in ANG13.
- 3.3.C** Work with North Canterbury Fish & Game to identify and monitor exotic and pest fish species (including trout) in Muriwai and its tributaries, and eradicate pest fish through targeted capture and removal.
- 3.3.D** Work with North Canterbury Fish & Game to identify and implement practicable solutions to exclude trout and other exotic game fish from Muriwai and its tributaries.
- 3.3.E** Commission research to identify the effectiveness of the trap and transfer of tuna/eel to Muriwai as an interim measure until which time effective fish passage to Muriwai is restored. Work with in association with the Department of Conservation, Environment Canterbury, Selwyn District Council, North Canterbury Fish & Game, and research institutions where appropriate.
- 3.3.F** Subject to the results of the research in method 3.3.E above, implement a programme of tuna/eel trap and transfer until which time effective fish passage to Muriwai is restored.

- 3.3.G** Commission any further research needed to identify bird, plant, lizard, and invertebrate species requiring specific protection and enhancement. Work with the Department of Conservation, Environment Canterbury, Selwyn District Council, North Canterbury Fish and Game, and research institutions as appropriate.
- 3.3.H** Undertake an annual hīkoi / hui with the Department of Conservation, North Canterbury Fish & Game, Selwyn District Council, Environment Canterbury 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.I** Maintain an animal and plant pest control plan for Muriwai which is to be updated annually following the hīkoi in method 3.3.H above, and implement the plan to control priority pest species. In particular the plan is to include a planned programme to eradicate crack and grey willow from the northern area of the lagoon, and boxthorn along the coast.
- 3.3.J** Prepare and implement a planned programme of restoration using suitable/eco-sourced native species, working in association with the Department of Conservation, North Canterbury Fish and Game, Environment Canterbury, and Selwyn District Council, and the community. The programme may include:
- Enhancement of the car park area between McEvedy's Road and Muriwai (including planting of ngaio and akeake);
 - Restoration of the coastal foreshore (including planting of harakeke);
 - Re-creation of a Kahikatea swamp forest in the northern wetland area;
 - Restoration along the eastern and western margins of the lagoon using suitable/eco-sourced native species;
 - Fencing to protect key taonga species;
 - Recreational facilities determined through method 3.4.A.
- 3.3.K** Avoid adverse effects on existing indigenous vegetation 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.L** Work with the Department of Conservation to ensure management of adjoining Department land recognises ecological linkages with Muriwai with respect of water flows, fisheries, wildlife movement, and genetic diversity.

Te Kupu Whakamāhukihuki / Explanation

Low native fish populations have impacted on the customary, commercial and recreational potential of the Muriwai fishery. The cultural, ecological, and landscape values of Muriwai have also been degraded through historical forest and wetland clearance, farming within the lagoon margins and encroachment of pest species, including trout in the lagoon, and crack and grey willow in the northern freshwater wetland.

Restoration of the mahinga kai and ecological values of Muriwai is the ultimate goal for Muriwai. Improvements to fish passage, exclusion of trout, closure to commercial fishing, and better management of customary and commercial fishing within sustainable limits will support improved native fish populations. The interim trap and transfer of tuna/eel to Muriwai may also assist if this is proven through investigations to be effective to improve populations.

Development and implementation of an animal and pest control management plan will provide for co-ordinated control of priority pest species, including crack and grey willow. Pest control will assist

in progressing a planned programme of restoration including fencing and planting of suitable native species, including re-creation of a Kahikatea swamp forest in the northern wetland area.

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

Ngā Kaupapa / Policies

- 3.4.1** Enable and enhance public access for passive recreation, camping, fishing, gamebird hunting, and use of non-powered water craft to the extent that it is compatible with the objectives and policies of this plan.
- 3.4.2** Ensure recreational structures, facilities, and signage are designed to be sympathetic to the cultural, ecological, and landscape values of Muriwai.
- 3.4.3** Enable continued gamebird shooting in association with North Canterbury Fish & Game, including the use of existing maimai via potential extension of the Te Waihora Maimai agreement.
- 3.4.4** Control public access locations and activities to avoid impacts on the cultural, ecological, and landscape values of Muriwai.
- 3.4.5** Restrict vehicle access to defined tracks only, except where required as part of restoration and management activities.
- 3.4.6** Prohibit all stock grazing of the lagoon margins and encourage adjacent landowners to create a 20m buffer zone to exclude stock from around the wetland areas (as advocated for in the Te Taumutu Rūnanga Natural Resource Management Plan 2003).
- 3.4.7** Promote public awareness of the cultural significance of Muriwai.
- 3.4.8** Recognise the easements in favour of the Selwyn District Council to enable maintenance of the existing drainage network.
- 3.4.9** Ensure public access and provision of structures, facilities, and signage is provided in line with relevant health and safety legislation and best practice.

Ngā Ritenga / Methods

- 3.4.A** Investigate potential opportunities to develop recreational facilities in conjunction with Department of Conservation, Environment Canterbury, Selwyn District Council, Fish and Game and the community, for inclusion in the restoration plan in method 3.3.J. Facilities for consideration may include a summer camping area, toilet facilities, perimeter walkway, bird hide, and jetty.
- 3.4.B** Work with North Canterbury Fish & Game to manage gamebird shooting at Muriwai, including the use of existing maimai, by:
 - Extending the Te Waihora maimai agreement, or establish a separate agreement which enables the use of existing maimai only, requires the registration of 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 gamebird shooting with contributions being payable to Te Rūnanga o Ngāi Tahu to assist with restoration of Muriwai.
- 3.4.C** Complete the perimeter fencing of Muriwai in conjunction with adjoining landowners, including:
 - Removing the redundant coastal fencing and reuse the materials;

- Using additional fencing/gates to protect key taonga species, and define preferred public and vehicle access locations.
- 3.4.D** Work with the Selwyn District Council and the Department of Conservation to control vehicle access by defining vehicle access routes along the foreshore through the use of fencing, track improvement, and signage.
- 3.4.E** Work with Selwyn District Council and Department of Conservation to install a cattle stop on McEvedy's Road adjacent to the access to Muriwai to prevent uncontrolled access by farm animals.
- 3.4.F** Install public information signage in association with the Department of Conservation, North Canterbury Fish & Game, and Selwyn District Council, identifying:
- The cultural, historical, and ecological significance of Muriwai;
 - Customary use of resources;
 - Restoration efforts;
 - Fish & Game involvement in management;
 - Public safety;
 - Locations of restricted public and vehicle access;
 - Restrictions on hunting, fishing, domestic animals, camping, and fires consistent with this management plan.
- 3.4.G** Work with the Department of Conservation to establish bylaws for the control of public access and use under section 188 of the Ngāi Tahu Claims Settlement Act 1998 where required to avoid adverse effects on cultural and ecological values, including:
- 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.
- 3.4.H** Identify and minimise any significant health and safety risks to the public, including through good design, location and maintenance of tracks and structures and provision of warning signage, in line with relevant health and safety legislation and best practice.

A hazard register will be held by Te Rūnanga o Ngāi Tahu and be updated as required, and reviewed annually. The hazard register will be made available to Te Taumutu Rūnanga.

Te Kupu Whakamāhukihuki / 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 the restoration plan.

Measures are proposed to more effectively manage gamebird shooting including maimai use (in conjunction with North Canterbury Fish & Game). Completing the fencing of Muriwai will assist to define appropriate public access locations including vehicle access routes. Information signage will describe the significance of Muriwai to Ngāi Tahu, and expectations of the public in undertaking recreational activities. Bylaws may ultimately be established where access and recreational use causes adverse effects on cultural and ecological values.

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

Ngā Kaupapa / Policies

- 3.5.1** Enable commercial and other activities to the extent that are consistent with the management objective and policies of this plan.
- 3.5.2** Encourage and support research activities that aids improved knowledge of the Muriwai 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 Te Taumutu Rūnanga prior to issuing approval.

Ngā Ritenga / Methods

- 3.5.A** Develop and implement a concession application process for commercial and other activities, including a fee regime with contributions being payable to Te Rūnanga o Ngāi Tahu and/or Te Taumutu Rūnanga to assist with the management and restoration of Muriwai.
- 3.5.B** Work with universities and research institutions to encourage research activities at Muriwai into the following research and management priorities:
 - Fish populations and passage, particularly for tuna, koura, and inaka;
 - Populations and impacts of exotic pest fish, and pest plants;
 - The potential for koura aquaculture;
 - Birds, terrestrial and aquatic plants, lizards, and invertebrates;
 - Biosecurity and pest control methods;
 - 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 Te Taumutu Rūnanga.

Te Kupu Whakamāhukihuki / 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 Muriwai will be encouraged, subject to research outcomes being made available to Te Rūnanga o Ngāi Tahu and Te Taumutu Rūnanga.

4.0 WHAKATINANA ME AROMATAWAI / *Implementation and Review*

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

- **Research and Investigations:** addressing information gaps with regard to:
 - Fish passage issues
 - Providing optimum lagoon water levels
 - Addressing sedimentation
 - Identifying key taonga species and areas for protection and enhancement; and
 - Eradicating key pest fish species.
- **Water Level/Fish Passage:** Progress initiatives to provide optimum water lagoon water levels and restore effective fish passage;
- **Pest Management:** Confirm animal and plant pest risks and prepare a specific pest management plan identifying control priorities and methods;
- **Fencing:** Complete the perimeter fencing of Muriwai;
- **Concession Process:** Develop a concession/approval process for private commercial, research, and other activities proposed within the bed of Muriwai;
- **Restoration Plan:** Develop a specific restoration plan, including enhancement of recreational facilities.
- **Future Vesting of Lakebed:** Investigating the vesting of the Muriwai lakebed in Te Taumutu Rūnanga.

4.1 Komiti Whakahaere / *Muriwai Management Committee*

A committee made up of representatives from Te Rūnanga o Ngāi Tahu and Te Taumutu Rūnanga will be established with the purpose of providing direction and co-ordination to implement this plan and any pest control and restoration plans.

The committee will meet 6 monthly and will have the following roles:

- 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 Taumutu Rūnanga will be responsible for resourcing its representatives and hosting at least 1 of the meetings. Te Rūnanga o Ngāi Tahu will be responsible for provided staff or other support to provide meeting agendas and papers and undertake any 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.

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

An annual work programme to co-ordinate the management and restoration of Muriwai will be developed and updated each year, and approved by the Muriwai Management Committee. To facilitate the development and implementation of the work programme Te Rūnanga may organise an annual hīkoi / hui, inviting relevant stakeholders and agencies. The hīkoi / hui will 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 work annual programme will cover the following:

- Identify the annual priorities, scope, timing, and methods for controlling animal and plant pest risks (in response to the pest management plan);
- Identify 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 31 March 2016 and has been prepared to cover a 10 year timeframe. It is envisaged that the plan will be comprehensively reviewed after 10 years (by 31 March 2026), 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.

ĀPITIHANGA / Appendices

Appendix 1: Muriwai Certificate of Title



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Identifier 23452
Land Registration District Canterbury
Date Issued 15 July 2003

Prior References
CB32B/320 CB45D/691

Estate Fee Simple
Area 90.8134 hectares more or less
Legal Description Lot 5-9 Deposited Plan 305920 and Part
Lot 1 Deposited Plan 80019

Proprietors
Te Runanga o Ngai Tahu

Interests
Subject to Section 8 Mining Act 1971 (affects Lots 5-9 DP 305920)
Subject to Section 5 Coal Mines Act 1979 (affects Lots 5-9 DP 305920)
Subject to Sections 10 and 11 Crown Minerals Act 1991 (affects part Lot 1 DP 80019)
Subject to Sections 187 and 189 Ngai Tahu Claims Settlement Act 1998
Subject to a right to drain water in gross over parts marked A, part B and C, D DP 80019 to The Selwyn District Council created by Transfer 5069012.2 - 8.8.2001 at 1:09 pm (affects part Lot 1 DP 80019)
Subject to Section 241(2) Resource Management Act 1991 (affects DP 305920)
Appurtenant hereto is a right of way created by Transfer 5657499.5 - 15.7.2003 at 9:00 am

Appendix 2: Native and Taonga Species found at Muriwai

Table 1: Native Plants Recorded at Muriwai - listed by growth form and then alphabetically by common name. Sourced from McCombs (2007). Taonga species, as listed in Schedule 97 of the Ngāi Tahu Claims Settlement Act (1998), are identified by the letter 'T' in the right hand column.

Common Name	Scientific Name	Taonga Species
Algae		
Filamentous green algae		
Nitella	<i>Nitella</i> sp	
Ferns		
Retoreto	<i>Azolla filiculoides</i>	
Swamp kiokio	<i>Blechnum minus</i>	
Grasses		
Salt grass	<i>Puccinellia stricta</i>	
Herbs (Dicot)		
Batchelors button	<i>Cotula coronopifolia</i>	
Bladderwort	<i>Utricularia dichotoma</i>	
Duck weed	<i>Lemna minor</i>	
Horses mane weed	<i>Ruppia polycarpa</i>	
Linear buttercup	<i>Ranunculus limosella</i>	
Maakoako / sea primrose	<i>Samolus repens</i>	
Myriophyllum	<i>Myriophyllum</i> sp.	
Native musk	<i>Mimulus repens</i>	
Ongaonga / Nettle	<i>Urtica</i> sp.	
Remuremu	<i>Selliera radicans</i>	
Sea spurrey	<i>Spergularia media</i>	
Shore cotula	<i>Leptinella dioica</i>	
Tūtāe-kōau / shore parsley	<i>Apium prostratum</i>	
Silverweed	<i>Potentilla anserinoides</i>	
Swamp buttercup	<i>Ranunculus macropus</i>	
Ureure / glasswort	<i>Sarcocornia quinqueflora</i>	
Water milfoil	<i>Myriophyllum propinquum</i>	
Willowherb	<i>Epilobium billardioreanum</i>	
Herbs (Monocot)		
Fennel-leaved pondweed	<i>Potamogeton pectinatus</i>	
Raupō / Bulrush	<i>Typha orientalis</i>	T
Orchids		
Ladies tresses	<i>Spiranthes sinensis</i>	
Onion orchid	<i>Microtis unifolia</i>	

Rushes/Sedges		
Arrow grass	<i>Triglochin striatum</i>	
Baumea	<i>Machaerina rubiginosa</i>	
Isolepis	<i>Isolepis distigmatica</i>	
Pūrui	<i>Bolboschoenus caldwelii</i>	
Kōpupu / Lake clubrush	<i>Schoenoplectus validus</i>	
Mākura	<i>Carex diandra</i>	
Mānia / Glen Murray tussock	<i>Carex flagellifera</i>	T
Pūrei	<i>Carex maorica</i>	
Oioi / jointed wire rush	<i>Apodasmia similis</i>	
Pūkio	<i>Carex secta</i>	
Pūkio / swamp sedge	<i>Carex irgate</i>	
Rautahi / cutty grass	<i>Carex coriacea</i>	
Sedge	<i>Isolepis sp.</i>	
Sharp spike sedge	<i>Eleocharis acuta</i>	
Slender clubrush	<i>Isolepis cernua</i>	
Three-square	<i>Schoenoplectus pungens</i>	
Wiwī	<i>Juncus gregiflorus</i>	T
Wiwī / grass-leaved rush	<i>Juncus caespiticius</i>	T
Wiwī / knobby clubrush	<i>Ficinia nodosa</i>	
Wiwī / leafless rush	<i>Juncus australis</i>	T
Wiwī / sea rush	<i>Juncus kraussii subsp. australiensis</i>	T
Yellow sedge	<i>Carex flaviformis</i>	
Trees/Shrubs		
Harakeke, NZ flax	<i>Phormium tenax</i>	T
Marsh ribbonwood	<i>Plagianthus divaricatus</i>	
Ti kōuka, cabbage tree	<i>Cordyline australis</i>	T
Vines/Climbers		
Shore convolvulus	<i>Calystegia soldanella</i>	

Table 2: Native birds recorded at Muriwai - sorted alphabetically by common name. List compiled by Andrew Crossland¹³ in 2006, sourced from McCombs (2007). Taonga species, as listed in Schedule 97 of the Ngāi Tahu Claims Settlement Act (1998), are identified by the letter 'T' in the right hand column.

Key to origin and status columns	
Origin	Status
o = oceanic species	r = resident all year round
w = wetland/coastal species	rb = resident and breeding
t = terrestrial/non-wetland species	rs = resident with seasonal population influxes
	v = vagrant or irregular visitor
	s = seasonal or regular visitor

Common Name	Scientific Name	Origin	Status	Taonga species
Akiaki / red-billed gull	<i>Larus novahollandiae</i>	w	rs	
Arctic skua	<i>Stercorarius parasiticus</i>	w	s	
Asiatic black-tailed godwit	<i>Limosa limosa</i>	w	v	
Asiatic whimbrel	<i>Numenius phaeopus variegatus</i>	w	s	
Australasian coot	<i>Fulica atra australis</i>	w	v	
Australian pelican	<i>Pelecanus conspicillatus</i>	w	v	
Cattle egret	<i>Bubulcus ibis</i>	w	v	
Chestnut-breasted shelduck	<i>Tadorna tadornoides</i>	w	v	
Curlew sandpiper	<i>Calidris ferruginea</i>	w	v	
Japanese Snipe	<i>Gallinago hardwickii</i>	w	v	
Kāhu / Australasian harrier	<i>Circus approximans</i>	w	rbs	T
Kakī / black stilt	<i>Himantopus novaezelandiae</i>	w	v	T
Kāki Anau / black swan	<i>Cygnus atratus</i>	w	rbs	
Kāmana / Australasian crested grebe	<i>Podiceps cristatus</i>	w	v	T
Kāroro / black-backed gull	<i>Larus dominicanus</i>	w	rs	T
Kōau / black cormorant	<i>Phalacrocorax carbo</i>	w	rs	T
Kōau / pied cormorant	<i>Phalacrocorax varius</i>	w	s	
Koitareke / marsh crane	<i>Porzana pusilla</i>	w	rbs	
Kōparapara or korimako/bellbird	<i>Anthornis melanura</i>	t	s	T
Kōtare / New Zealand kingfisher	<i>Halcyon sancta</i>	w	rbs	T
Kōtuku / white heron	<i>Egretta alba</i>	w	s	T
Kōtuku-ngutupapa / royal spoonbill	<i>Platalea regia</i>	w	s	
Kūaka / eastern bar-tailed godwit	<i>Limosa lapponica baueri</i>	w	s	T
Kukupako / New Zealand scaup	<i>Aythya novaseelandiae</i>	w	rbs	
Little black cormorant	<i>Phalacrocorax sulcirostris</i>	w	v	
Little cormorant	<i>Phalacrocorax melanoleucos</i>	w	rs	
Mātuku / Australasian bittern	<i>Botarus poiciloptilus</i>	w	rbs	

¹³ Park Ranger Services, Transport and Greenspace Unit, Christchurch City Council

Mātuku / white-faced heron	<i>Ardea novahollandiae</i>	w	rbs	
Ngutu-parore / wrybill	<i>Anarhynchus frontalis</i>	w	s	
Pacific golden plover	<i>Pluvialis fulva</i>	w	v	
Pākura or Pūkeko / swamp hen	<i>Porphyrio porphyrio</i>	w	rb	T
Pārera/grey duck	<i>Anas superciliosa</i>	w	rbs	T
Pīhoihoi / New Zealand pipit	<i>Anthus novaseelandiae</i>	†	s	T
Pīpīwharau / shining cuckoo	<i>Chrysococcyx lucidus</i>	†	sb	T
Pīwakawaka / SI fantail	<i>Rhipidura fuliginosa</i>	†	rbs	T
Poaka / pied stilt	<i>Himantopus himantopus</i>	w	rbs	T
Pomarine skua	<i>Stercorarius pomarinus</i>	w	s	
Pūtakitaki / paradise shelduck	<i>Tadorna variegata</i>	w	rbs	T
Red knot	<i>Calidris canutus canutus</i>	w	s	
Red-necked stint	<i>Calidris ruficollis</i>	w	v	
Riroriro / grey warbler	<i>Gerygone igata</i>	†	rbs	T
Sharp-tailed sandpiper	<i>Calidris acuminata</i>	w	v	
Spotted shag	<i>Stictocorbo punctatus</i>	o	rs	
Spur-winged plover	<i>Vanellus miles</i>	w	rbs	
Takapu / Australasian gannet	<i>Morus serrator</i>	o	r	
Tara / white-fronted tern	<i>Sterna striata</i>	w	s	T
Taranui / caspian tern	<i>Sterna caspia</i>	w	s	T
Tarapiro / black-fronted tern	<i>Sterna albobriata</i>	w	s	T
Tarapunga / Black-billed gull	<i>Larus bulleri</i>	w	s	
Tatā or Kuruwhegu / New Zealand shoveler	<i>Anas rhynchotis</i>	w	rbs	T
Tauhou / silvereye	<i>Zosterops lateralis</i>	†	rbs	
Tete / grey teal	<i>Anas gracilis</i>	w	rbs	T
Torea / SI pied oystercatcher	<i>Haematopus finschi</i>	w	s	
Turituriwhatu / banded dotterel	<i>Charadrius bicinctus</i>	w	rbs	
Turnstone	<i>Arenaria interpres</i>	w	v	
Variable oystercatcher	<i>Haematopus unicolor</i>	w	v	
Welcome swallow	<i>Hirundo tahitica</i>	w	rbs	
White-winged black tern	<i>Chlidonias leucopterus</i>	w	s	

Table 3: Native Fish recorded in Muriwai - sorted alphabetically by common name. Sourced from Steven & Meurk (1996) cited in: McCombs (2007) and Jellyman and Beentjes (1998). No fish species are listed as taonga species in Schedule 97 of the Ngāi Tahu Claims Settlement Act (1998), but all are known to be important as mahinga kai.

Common Name	Scientific Name
Koukoupara / common bully	<i>Gobiomorphus cotidianus</i>
Paraki / common smelt	<i>Retropinna retropinna</i>
Kanakana / lamprey	<i>Geotria australis</i>
Inanga / whitebait	<i>Galaxias maculatus</i>
Tuna / longfin eel	<i>Anguilla dieffenbachii</i>
Tuna / shortfin eel	<i>Anguilla australis</i>
Koukoupara / upland bully	<i>Gobiomorphus breviceps</i>

Table 4: Native Aquatic Invertebrates recorded at Muriwai - sorted alphabetically by common name. Data sourced from Wildlife Service (1981) and Jellyman and Beentjes (1998). No invertebrate species are listed as taonga species in Schedule 97 of the Ngāi Tahu Claims Settlement Act (1998).

Common Name	Scientific Name
Amphipod	<i>Paracorophium excavatum</i>
Kēkewai / freshwater crayfish	<i>Paranephrops zealandicus</i>
Piri-awaawa / freshwater leech	<i>Glossiphonia heteroclita</i>
Freshwater clam	<i>Spaerium novaezealandiae</i>
Mysid shrimp	<i>Tenagomysis chiltoni</i>
Purse-cased caddisfly	<i>Paroxythira hendersoni</i>
New Zealand mud snail	<i>Potamopyrgus antipodium</i>
Water boatmen	<i>Sigara</i> sp.

Appendix 3: Muriwai Ecology Report (2015)

Recommendations

Long-term Vision: It is recommended that TRONT and Te Taumutu Rūnanga consider a vision for the long-term restoration of the site; this could be discussed and developed further at a hui.

Ecological Restoration Plan: It is recommended that TRONT and Te Taumutu Rūnanga consider preparing an ecological restoration plan (which could include pest plant control and surveillance and animal pest control and monitoring) to ensure a co-ordinated, strategic approach to site restoration.

Collaboration with Other Agencies and Obtaining Funding: It is recommended that TRONT and Te Taumutu Rūnanga actively advocate for the restoration of Muriwai and look to collaborate with Environment Canterbury (ECAN), the Selwyn District Council (SDC), the Department of Conservation (DOC), Fish and Game and other relevant agencies to potentially fund and undertake this work. It is also recommended that Taumutu Rūnanga actively seek funding to undertake restoration work at Muriwai.

Willow control: It is recommended that TRONT and Te Taumutu Rūnanga consider controlling willows at Muriwai to prevent further spread and the loss of indigenous wetland vegetation communities and habitat for taonga species.

Encourage community participation and interagency collaboration: It is recommended that TRONT and Te Taumutu Rūnanga could encourage community participation in willow control at the site and collaborate with ECAN, DOC, and adjacent landowners.

Pest Plant Control and Surveillance Plan: It is recommended that a Pest Plant Control and Surveillance Plan is prepared (or that this is included in the Site Restoration Plan) to ensure a well-planned, strategic approach to weed control, surveillance and monitoring.

Pest Plant Control and Surveillance Programme: Regular surveillance (at least annually) is recommended to identify any new pest plant incursions so these can be controlled before they establish and spread.

Monitoring the effectiveness of pest plant control: Monitoring is also recommended to determine the success of pest plant control operations, including monitoring the response of native species and ecosystems to these control operations.

Animal Pest Surveys: It is recommended that surveys are undertaken to confirm the presence and relative abundances of the animal pest species at Muriwai.

Animal Pest Control and Monitoring Plan: If predator control is to be implemented, it is recommended that an Animal Pest Control and Monitoring Plan is prepared (or that this is included in the Site Restoration Plan) to ensure a well-planned, strategic approach to animal pest control and monitoring.

Bird Monitoring: It is recommended that as a first step, determining whether other individuals or organisations are already undertaking regular monitoring, and if they are willing to make their data available. If no monitoring is being carried out, we recommend establishing a regular monitoring of bird populations using fixed point, fixed period counts. This could be undertaken in conjunction with local universities, community groups or organisations like Birding New Zealand.

Surveys for Lizards, Frogs and Invertebrates: We recommend considering undertaking surveys to determine which species of lizards, frogs and invertebrates are present at Muriwai. Further surveys could be undertaken in association with DOC, ECAN, SDC, and research institutions such as local universities. Specific management actions could then be developed, where appropriate.

Address Barriers to Fish Passage: It is recommended that the outcomes of Environment Canterbury's fish passage assessment are considered to understand the fish population and recruitment status, and constraints of the current drainage network to achieving effective fish passage. The feasibility of undertaking any management recommendations outlined in the report that could improve fish passage should be considered.

Prevent Introductions of Exotic Fish: It is recommended that procedures are put in place to reduce the likelihood of new exotic fish being introduced in to the lagoon and its connected waterways.

Kēkewai Survey: It is recommended that surveys are done to understand the population, habitat and ecology of kēkewai at Muriwai to assist further management of this taonga.

Water Levels and Hydrology: It is recommended that TRONT and Te Taumutu Rūnanga advocate for restoration of a more natural hydrological regime, including naturally fluctuating water levels and more natural inflows and outflows. Consultation with ECAN, SDC and adjacent landowners is recommended to achieve this.

Management to Improve Water Quality: Management actions that are recommended which could be undertaken to improve water quality include:

- Working with adjacent landowners to complete fencing of the lagoon to keep stock out of the waterbodies;
- Carrying out further planting along the riparian margins of inflowing waterways, and the lagoon, to establish habitat for native fauna and provide buffers between the adjacent farm land and the freshwater habitats (planting could be undertaken by volunteer groups and paid for by TRONT/biodiversity funding);
- Encourage landowners to prepare farm management plans to reduce discharges of contaminants and nutrient and sediment inputs into waterways;
- Use methods that minimise the discharge of sediments into Muriwai during maintenance of the tributary drains and channels.

Complete Fencing of Lagoon Margins/Stock Exclusion: It is recommended that TRONT and Te Taumutu Rūnanga, in conjunction with adjacent landowners, complete the fencing of the lagoon boundary as a high priority to exclude domestic stock from the remainder of the lagoon's riparian margins.

Coastal Track: To avoid further damage to the lagoon margins and its associated wetland vegetation it is recommended that the higher track nearer the coast is clearly identified for vehicle use and that vehicles are prevented from using the track closest to the lagoon.

Limit Vehicle Access: It is recommended that TRONT and Te Taumutu Rūnanga consider prohibiting vehicle use within the remainder of the site (except for management purposes where this is necessary and appropriate).

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 Nick Smith

In the presence of:

Signature: Nick Smith

Name of Witness: H.F.M. Logan

Address: Department of Conservation

Occupation: Director-General

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

In the presence of:

Signature: B F Webb Manager

Name of Witness: J N Curtis Councillor

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

E. Ellison, Te Rūnanga Representative

[S. B. Ashton], Secretary

in the presence of:

Signature: CS Crofts

Name of Witness: CS Crofts

Address: c/- 127 Armagh Street, Christchurch

Occupation: Kaiwhakahaere Te Rūnanga o Ngāi Tahu

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 Claims Settlement Act 1998

Sections 183-190 Vesting of bed of Muriwai

Vesting of bed of Muriwai (Coopers Lagoon)

183 Interpretation

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

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

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

185 Title extends to bed only

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

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

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

187 Existing public access and use

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

188 Power to make bylaws

- (1) The Minister of Conservation may from time to time, upon the recommendation of Te Rūnanga o Ngāi Tahu, make bylaws prohibiting or regulating public access to, or recreational use and enjoyment of, the bed of Muriwai (Coopers Lagoon) for the purpose of protecting the bed of Muriwai (Coopers Lagoon) from adverse effects on the conservation values of the bed of Muriwai (Coopers Lagoon) caused by public access or recreational use and enjoyment.

- (2) The Minister of Conservation may make bylaws pursuant to subsection (1) only upon being satisfied that—
 - (a) public access to, or recreational use and enjoyment of, the bed of Muriwai (Coopers Lagoon) is having an adverse effect on the conservation values of the bed of Muriwai (Coopers Lagoon); and
 - (b) in order to protect those conservation values, public access to, or recreational use and enjoyment of, the bed of Muriwai (Coopers Lagoon) should be prohibited or regulated.
- (3) Without limiting subsections (1) and (2), the Minister of Conservation may make bylaws for the following purposes:
 - (a) prohibiting, by public notice, public access to, or recreational use and enjoyment of, the whole or any part of the bed of Muriwai (Coopers Lagoon), either permanently or temporarily;
 - (b) providing for the form of any public notice and the manner in which it must be advertised;
 - (c) prescribing the forms of, and conditions on, public access to, or recreational use and enjoyment of, the bed of Muriwai (Coopers Lagoon);
 - (d) prohibiting or regulating any vehicles or boats using, or aircraft landing on or taking off from, the bed of Muriwai (Coopers Lagoon);
 - (e) prescribing offences in respect of the contravention or non-compliance with any bylaws made pursuant to paragraphs (a) and (d) and prescribing fines not to exceed \$1,000;
 - (f) providing for such matters as are contemplated by, or necessary for giving full effect to, any bylaws made pursuant to this provision, and their due administration.
- (4) Before bylaws are made pursuant to subsection (1),—
 - (a) the Minister of Conservation must consult with the North Canterbury Conservation Board, the appropriate Papatipu Rūnanga (through Te Rūnanga o Ngāi Tahu), the North Canterbury Fish and Game Council, the Canterbury Regional Council, the Selwyn District Council, and such other persons or organisations as the Minister of Conservation and Te Rūnanga o Ngāi Tahu agree are appropriate and practicable, as to the need for and content of the bylaws; and
 - (b) submissions on the draft bylaws must be invited by publishing a notice to this effect in a daily newspaper or newspapers circulating in the area where the bed of Muriwai (Coopers Lagoon) is situated and in such other manner (if any) as the Minister of Conservation and Te Rūnanga o Ngāi Tahu may consider appropriate; and
 - (c) the Minister of Conservation must consider any submissions received on the draft bylaws.
- (5) For the avoidance of doubt, Te Rūnanga o Ngāi Tahu is an occupier of the bed of Muriwai (Coopers Lagoon) for the purposes of the [Trespass Act 1980](#).
- (6) If Te Rūnanga o Ngāi Tahu and the Crown agree pursuant to [section 177\(2\)\(e\)](#) that the bed of Muriwai (Coopers Lagoon) is to be an area managed pursuant to a joint management plan, [section 182](#) will apply to the bed of Muriwai (Coopers Lagoon), and this section will not apply for so long as it is so managed.

189 Existing lawful commercial use and structures

All—

- (a) lawful commercial uses affecting the bed of Muriwai (Coopers Lagoon); and

(b) rights of ownership, use, and occupation of the structures in or upon the bed of Muriwai (Coopers Lagoon), existing on 21 November 1997, and described in [Schedule 10](#), continue in effect for as long as, and to the extent that, such rights otherwise remain lawful.

190 Maimais

- (1) Levels of use in respect of maimais on the bed of Muriwai (Coopers Lagoon) existing on 21 November 1997 may continue unimpeded and without charge during a period of 5 years from the date of vesting of the fee simple estate in the bed of Muriwai (Coopers Lagoon) in Te Rūnanga o Ngāi Tahu.
- (2) After the expiry of the 5-year period referred to in subsection (1), the continued use of maimais on the bed of Muriwai (Coopers Lagoon) will be at the discretion of Te Rūnanga o Ngāi Tahu.
- (3) If Te Rūnanga o Ngāi Tahu, the Crown, and the North Canterbury Fish and Game Council agree that the bed of Muriwai (Coopers Lagoon) is to be covered by the agreement referred to in clause 11.6.13(b) of the deed of settlement, then [section 175](#) will apply to the bed of Muriwai (Coopers Lagoon), and subsections (1) and (2) will not apply, for so long as it is covered by that agreement.

Schedule 10 - Legal description of lake beds

Name	Legal description	Existing lawful commercial uses affecting lake bed	Existing structures in or upon lake bed	Encumbrances
Muriwai (Coopers Lagoon)	All that land situated in Canterbury Land District, Selwyn District, comprising 85 hectares, approximately, being Part Rural Section 39775 (SO 11298), Part <i>Gazette</i> 1985, page 4926. Subject to survey, as shown on Allocation Plan MS 219 (SO 19866).	None.	Fences, bridge, gate, culvert, pipes, poles, drains.	Subject to grazing licence dated 23 August 1994 to David John and Alison Kaye Winchester. Subject to easement in favour of Selwyn District Council in form as set out in attachment 11.38 of the deed of settlement.

Appendix 6: Ngāi Tahu Deed of Settlement 1997

Section 11.7 Vesting of Bed of Muriwai

11.7 VESTING OF BED OF MURIWAI (COOPERS LAGOON)

11.7.1 Definitions

In this clause:

Bed of Muriwai (Coopers Lagoon) means the land:

- (a) described as Canterbury Land District, Selwyn District Council, and containing 85.0 hectares, approximately, being part of Rural Section 39775 (S.O. Plan 11298). Part New Zealand Gazette 1985, page 4926. Subject to survey as shown in *Allocation Plan MS 219 (S.O. Plan 19866)*; but
- (b) subject to redefinition of the southern boundary frontage to the Taumutu-Rakaia Road (not formed) which by reason of progressive coastal erosion may now be found to be under the sea and to retention by the Crown of the land presently comprising the coastal gravel bank.

11.7.2 Crown to Vest Fee Simple Title in Te Runanga

The Crown agrees that the Settlement Legislation will provide (notwithstanding sections 24 and 25 of the Reserves Act 1977 and section 11 and Part X of the Resource Management Act 1991) for the revocation of the reserve status of the Bed of Muriwai (Coopers Lagoon) and for the vesting in Te Runanga on the Settlement Date of an estate in fee simple in the Bed of Muriwai (Coopers Lagoon) on the terms set out in this *clause 11.7*.

11.7.3 Title Extends to Bed Only

The Crown agrees that the Settlement Legislation will provide that ownership of the Bed of Muriwai (Coopers Lagoon) shall not of itself confer upon Te Runanga any rights or obligations of ownership, management or control of the waters of Muriwai (Coopers Lagoon) or of the aquatic life (other than plants attached to the Bed) of Muriwai (Coopers Lagoon), or of any structures attached to or in the bed of Muriwai (Coopers Lagoon) and listed in *Part B of Attachment 11.37*.

11.7.4 Part IVA Conservation Act 1987

The Crown agrees that the Settlement Legislation will provide that Part IVA of the Conservation Act 1987 shall not apply to the vesting of the Bed of Muriwai (Coopers Lagoon) pursuant to this *clause 11.7*.

11.7.5 Easements and Licences in Respect of Statutory Functions

Te Runanga and the Crown agree that the vesting of the fee simple estate in the Bed of Muriwai (Coopers Lagoon) in Te Runanga shall be subject to the granting of easements and licences over the Bed of Muriwai (Coopers Lagoon) to enable the Selwyn District Council (or its statutory successor) to fulfil its statutory functions of clearing drains, of maintaining a channel through the lagoon and a piped culvert to the sea, of clearing the culvert of gravel, and of extending the culvert to accommodate movement of the coastal gravel bank occasioned by weather or by erosion, in the form annexed in *Attachment 11.38*.

11.7.6 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 2 years thereafter (or such other date as may be agreed by Te Runanga and the Crown).

11.7.7 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 Muriwai (Coopers Lagoon) (not including use of Maimais) shall remain unaffected by the vesting of title to the Bed of Muriwai (Coopers Lagoon) in Te Runanga, for as long as and to the extent that, such rights otherwise remain lawful;
- (b) that subject to *clause 11.7.7(f)*, the Minister of Conservation may from time to time, upon the recommendation of Te Runanga and subject to *clause 11.7.7(d)* and to being satisfied that:

- (i) public access to, or recreational use and enjoyment of, the Bed of Muriwai (Coopers Lagoon) is having an adverse effect on the conservation values of the Bed of Muriwai (Coopers Lagoon); and
- (ii) in order to protect such conservation values, public access to, or recreational use and enjoyment of, the Bed of Muriwai (Coopers Lagoon) should be prohibited or regulated, make bylaws to prohibit or regulate public access to, or recreational use and enjoyment of, the Bed of Muriwai (Coopers Lagoon) to protect it from the adverse effects to the conservation values of the Bed of Muriwai (Coopers Lagoon);
- (c) that subject to *clause 11.7.7(f)*, pursuant to and without limiting *clause 11.7.7(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 Muriwai (Coopers Lagoon), 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 Muriwai (Coopers Lagoon);
 - (iv) to prohibit or regulate any vehicles or boats using or aircraft landing on or taking off from the Bed of Muriwai (Coopers Lagoon);
- (d) that before making such bylaws:
 - (i) the Minister of Conservation shall consult with the North Canterbury Conservation Board, the appropriate Papatipu Runanga (through Te Runanga), the North Canterbury Fish and Game Council, the Canterbury Regional Council, the Selwyn District Council, and such other persons or organisations as the Minister of Conservation and Te 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 the Bed of Muriwai (Coopers Lagoon) 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;
- (e) confirmation that, for the purposes of enforcing the bylaws, Te Runanga shall be an occupier under the Trespass Act 1980; and
- (f) that if Te Runanga and the Crown agree pursuant to *clause 11.6.15(e)* that the Bed of Muriwai (Coopers Lagoon) is to be an area managed under the Joint Management Plan (as defined in *clause 11.6.1*) the provisions of *clause 11.6.26* shall apply to the Bed of Muriwai (Coopers Lagoon) in place of *clauses 11.7.7(b) to (e)*, for so long as it is so managed.

11.7.8 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 Muriwai (Coopers Lagoon) in accordance with the rights of access and recreational use and enjoyment referred to in *clause 11.7.7* unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this *clause 11.7* on the part of Te Runanga or any employee, contractor or agent of Te Runanga.

11.7.9 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 Muriwai (Coopers Lagoon) and all rights of ownership, use and occupation of the existing structures in or upon the Bed of Muriwai (Coopers Lagoon) described in *Attachment 11.37* shall continue in effect, for so long as and to the extent that such rights otherwise remain lawful.

11.7.10 Condition of Bed of Muriwai (Coopers Lagoon)

Te Runanga and the Crown agree that:

- (a) the Bed of Muriwai (Coopers Lagoon) 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 it seek future recompense from the Crown in relation to the Bed of Muriwai (Coopers Lagoon).

11.7.11 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 Muriwai (Coopers Lagoon) 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 Muriwai (Coopers Lagoon).

11.7.12 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 11.7.5, 11.7.7, and 11.7.9* 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).

11.7.13 Maimais

The Crown agrees that the Settlement Legislation will provide that:

- (a) subject to *clause 11.7.13(b)*, existing levels of use in respect of Maimais on the Bed of Muriwai (Coopers Lagoon) shall continue unimpeded and without charge during a period of 5 years from date of vesting. After that date the continued use of Maimais on the Bed of Muriwai (Coopers Lagoon) shall be at the discretion of Te Runanga; and
- (b) if Te Runanga, the Crown and the North Canterbury Fish and Game Council agree that the Bed of Muriwai (Coopers Lagoon) is to be covered by the agreement referred to in *clause 11.6.13(b)*, then the provisions of *clause 11.6.13* shall apply to the Bed of Muriwai (Coopers Lagoon) in place of *clause 11.7.13(a)*, for so long as it is covered by that agreement.

11.7.14 Legal Access

The Crown agrees that if at any time no legal access is available to the Bed of Muriwai (Coopers Lagoon) the Crown will either:

- (a) grant an easement in favour of Te Runanga to provide legal access to the Bed of Muriwai (Coopers Lagoon), in the form set out in *Attachment 11.38* if the Crown is able to purchase land at a reasonable cost in order to do so; or
- (b) endeavour to obtain a registrable access easement on behalf of Te Runanga from one of the owners of the land surrounding the Bed of Muriwai (Coopers Lagoon), if it is able to do so at a reasonable cost.

11.7.15 Acknowledgement by Te Runanga

Te Runanga acknowledges and accepts that the Crown may not be able to provide legal access to the Bed of Muriwai (Coopers Lagoon) as provided in *clause 11.7.14*.

ATTACHMENT 11.37

MURIWAI (Coopers Lagoon)

(Clause 11.7)

PART A: EXISTING LAWFUL COMMERCIAL USES AFFECTING BED OF MURIWAI (COOPERS LAGOON)

[To be determined]

PART B: EXISTING STRUCTURES IN OR UPON BED OF MURIWAI (COOPERS LAGOON)

[To be determined]

PART C: ENCUMBRANCES

[To be inserted (if applicable)]

ATTACHMENT 11.38

MURIWAI (COOPERS LAGOON) DRAINAGE AND ACCESS EASEMENTS

(Clause 11.7.5)

[Attachment comprises [] pages]*

ATTACHMENT 11.39

EASEMENT FOR ACCESS TO MURIWAI (COOPERS LAGOON)

(Clause 11.7.14)

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 Act of all that parcel of land containing hectares, more or less, being *[Description of Land]* ("the servient tenement").
2. The Grantee and the Crown are Parties to a Deed of Settlement dated ("the dominant tenement"); and
3. As part of that redress referred to in Recital 2 above the Crown agreed that if at any time no legal access is available to the dominant tenement, the Crown will grant an easement in favour of the Grantee over the servient tenement to provide legal access to the dominant tenement notwithstanding [section 59A of the Reserves Act 1977 and Part IIIB of the Conservation Act 1987/Part IIIB of the Conservation Act 1987]

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:

1. 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 negated 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

