



# Tūhaitara Coastal Park Reserve Management Plan

(RESERVE AND NON-RESERVE LANDS) 2022



Te Kōhaka o Tūhaitara Trust

<b>1 INTRODUCTION</b>	<b>3</b>	<b>7 ENHANCED NATURAL FEATURES</b>	<b>23</b>
<b>2 OVERVIEW</b>	<b>5</b>	Objective: Ecology	24
History	5	- Policies	
Cultural Context	7	Objective: Hydrology	25
Planning Context	7	- Policies	
Reserve Status	7	Objective: Coastal Protection	25
Te Kōhanga Wetlands and Kaitiritiri Ridge	8	- Policies	
The Pines Beach and Kairaki	9	<b>8 RECREATION</b>	<b>26</b>
Land Area	9	Objective: Recreation	27
		- Policies	
<b>3 APPROACH</b>	<b>13</b>	<b>9 COMMUNITY INVOLVEMENT</b>	<b>28</b>
<b>4 VISION AND VALUES STATEMENT</b>	<b>16</b>	Objective: Community Involvement	28
Statement of Values	16	- Policies	
Ngāi Tahu Whānui Values	16	<b>10 EDUCATION</b>	<b>29</b>
Effective Reserve Management	16	Objective: Education	29
Natural and Cultural Resources	17	- Policies	
Recreation Values	17	<b>11 KAIRAKI BEACH</b>	<b>30</b>
Community Values	17	Vision	30
Education Values	17	Objective	
<b>5 NGĀI TAHU WHĀNUI VALUES</b>	<b>18</b>	Values	30
Objective: Mahinga Kai	19	- Policies	
- Policies		<b>12 FUTURE WORKS PROGRAMMES</b>	<b>31</b>
Objective: Whakapapa	19	Tūtaepatu Lagoon	31
- Policies		Tūhaitara Coastal Park – General	31
<b>6 STATUTORY MANAGEMENT</b>	<b>20</b>	<b>Appendix 1:</b> Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998	<b>32</b>
Objective: Role of Te Kōhaka O Tūhaitara Trust	20	<b>Appendix 2:</b> Glossary	<b>33</b>
- Policies		<b>Appendix 3:</b> Te Kōhanga Wetlands and Kaitiritiri Ridge Land Governance Deed (includes appendices 1-7)	<b>34</b>
Objective: Working With Others	21	<b>Appendix 4:</b> Tūhaitara Coastal Park Regeneration Area Concept Plan	<b>50</b>
- Policies		<b>Appendix 5:</b> References	<b>53</b>
Objective: Occupation Agreements	21		
- Policies			
Objective: Forestry	22		
- Policies			
Objective: Fire Risk Management	22		
- Policies			
Objective: Advocacy and Inter-Agency Co-Operation	22		
- Policies			

## Record of Updates

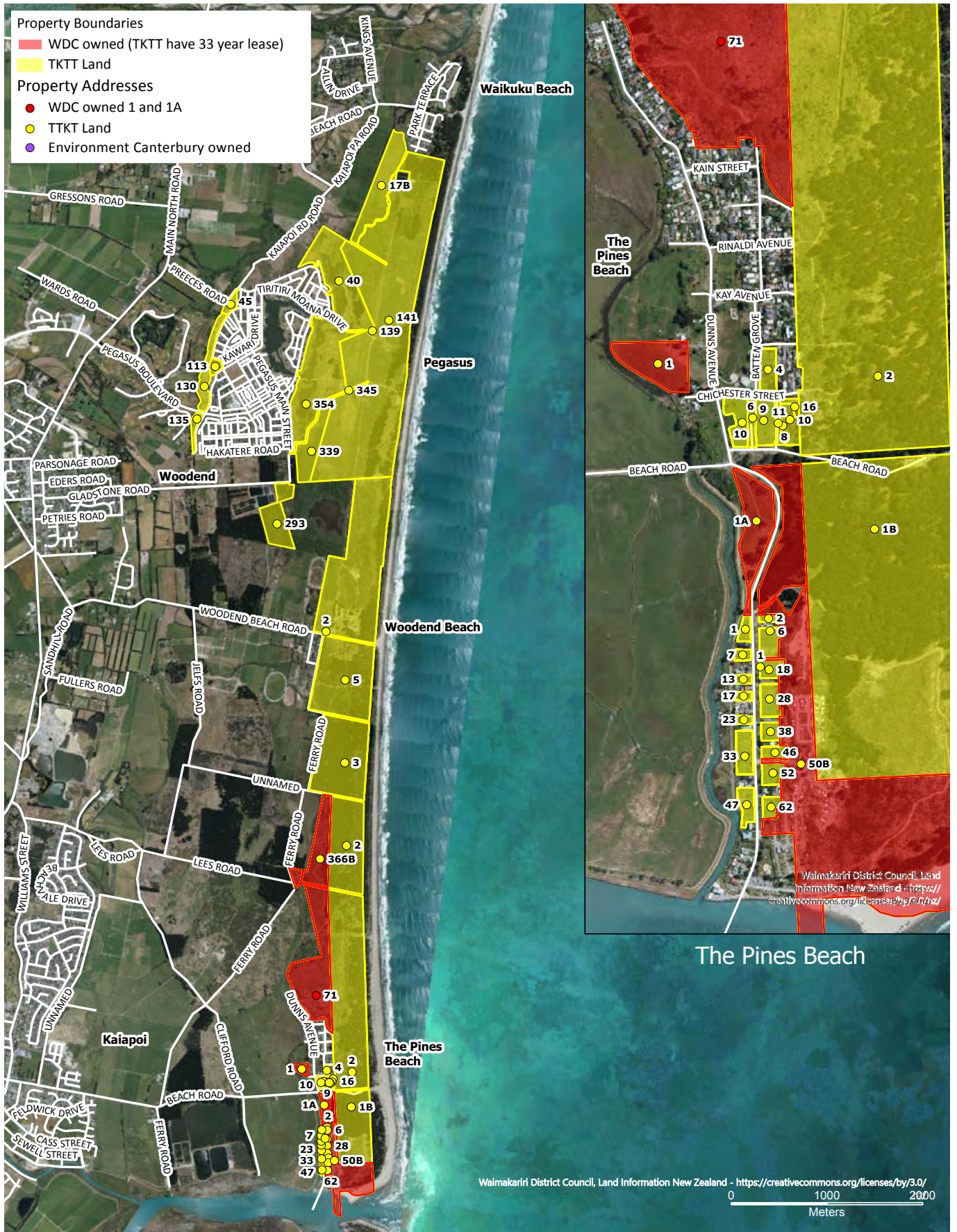
December 2021	Remove Waikuku Beach Reserves
May 2022	Add Te Kōhanga Wetlands and Kaitiritiri Ridge
	Add The Pines Beach and Kairaki Regeneration Areas and new Policy Statement for Karaki Beach
	Consequential amendments to description of Reserves and policies concerning occupation agreements, fire risk management (FENZ) and forestry.

## Figures:

Figure 1: Land ownership map	2
Figure 2: The Pines Beach and Kairaki Regeneration areas	10
Figure 3: Tūhaitara Coastal Park boundaries	11
Figure 4: Cross section of Tūtaepatu Lagoon indigenous plant communities	12



Figure 1: Land ownership map





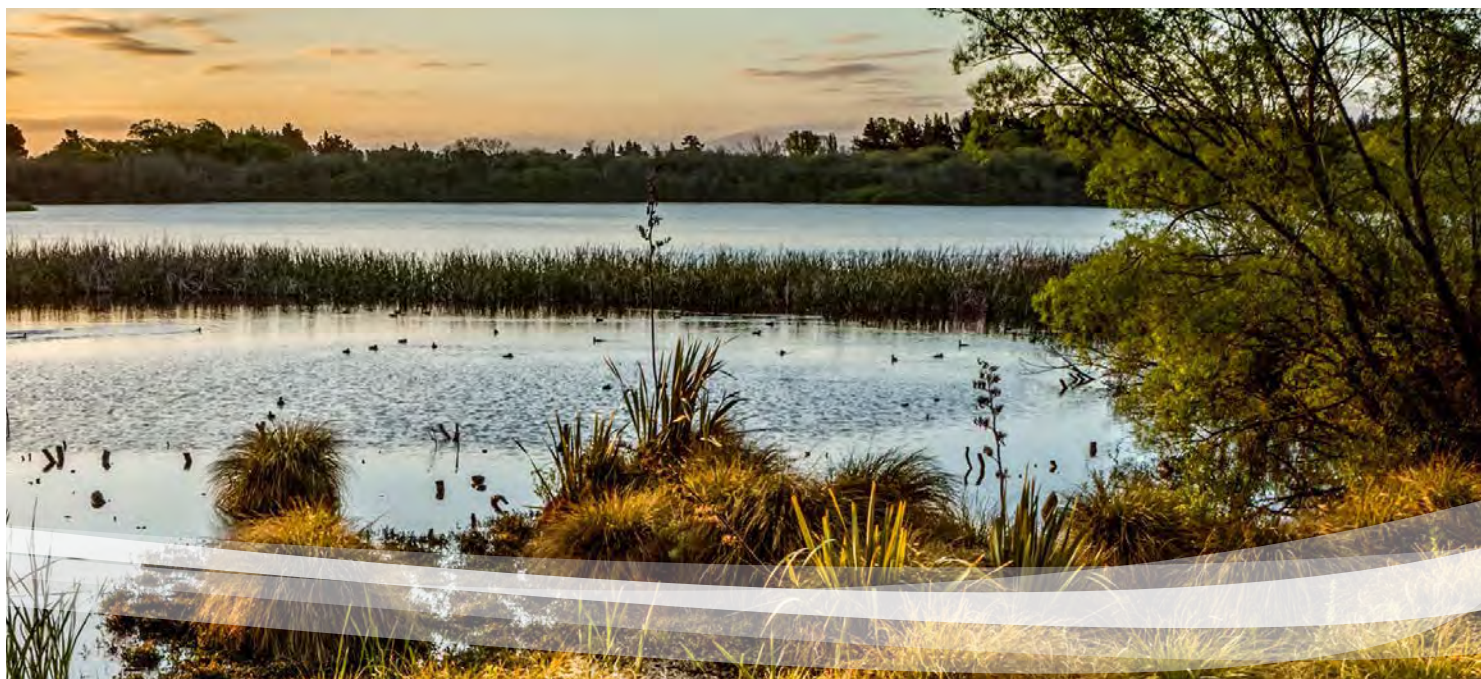


# 1 Introduction

**Tūhaitara Coastal Park covers approximately 660ha of land along the coastline from the Waimakariri River mouth to Waikuku township. Stretching along the coast for 10.5km it comprises many natural features of local, regional and national importance to the people of Aotearoa New Zealand.**

As a coastal park it will provide a range of opportunities to preserve Ngāi Tahu values, retain and enhance biodiversity, and provide recreational and educational opportunities for all people.





## The land subject to this management plan includes:

**Tūhaitara Coastal Park:** comprised of several land parcels gazetted as Recreation Reserve under the Reserves Act 1977 and administered by Te Kōhaka o Tūhaitara Trust under the Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998. The Tūhaitara Coastal Park includes Tūtaepatu Lagoon.

**Tūtaepatu Lagoon:** is made up of one parcel of fee simple land owned outright by Te Rūnanga o Ngāi Tahu and administered by Te Kōhaka o Tūhaitara Trust under the Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998.

**Conservation Areas created through the development of Pegasus Town:** comprised of multiple land parcels that were identified and developed as conservation areas in the subdivision of Pegasus Town. These are the Te Kōhanga Wetlands and Kaitiritiri Ridge which are ecologically significant and of high cultural importance to Ngāi Tūāhuriri Rūnanga. The future use and management of these two areas has been prescribed in a Deed of Governance; the outcomes and activities of which are consistent with this Management Plan. The land concerned was transferred into the ownership of the Te Kōhaka o Tūhaitara Trust in 2017.

### **Pines Beach and Kairaki Regeneration Areas:**

comprised of numerous land parcels that were identified in the Waimakariri Residential Red Zone Recovery Plan for divestment from the Crown to the Te Kōhaka o Tūhaitara Trust. The land is to be managed as part of the Tūhaitara Coastal Park.

All of these land units are part of the coastal environment and provide a continuum of land on which the restoration of indigenous ecosystems is being implemented or planned to be implemented in accordance with a 200 year plan.

With respect to the Pines and Kairaki Regeneration lands, the Te Kōhaka o Tūhaitara Trust has developed a concept plan for the future use of the land in consultation with the community. This plan provides for a combination of activities that will provide opportunity for the Trust to become self-funding as well as expansion of ecological and recreation activities already anticipated in the wider Reserve area.

All of these land parcels are associated with the same neighbouring communities and are contiguous and physically linked (with the exception of Kaitiritiri Ridge, which is situated west of Pegasus town, but is still proximate to the larger reserve area). For this reason it is prudent to include them all in the one management plan. This provides for a consistent and holistic approach to management and a greater likelihood of achieving outcomes which are ecologically integrated. This approach also reduces the workload on the communities who live close to the areas affected by the plan, requiring only one process of review and submissions.



## 2 Overview

### History

Ngāi Tahu Whānui made claims against the Crown under the Treaty of Waitangi Act 1975 which were the subject of two reports to the Waitangi Tribunal in 1991 and 1995. The 1995 report included Tūtaepatu Lagoon, which was identified as an area of great tribal significance that should be vested in the Tribe. The report described the importance of Tūtaepatu Lagoon as a mahinga kai (food source), noted it is in an area containing urupā (burial sites) and that it could also potentially provide a kāinga nohoanga (temporary settlement for food gathering).

Historically, the residents of Kaiapoi Pā, and in more recent years members of the Hapū of Ngāi Tūāhuriri, have had a close relationship with Tūtaepatu Lagoon. Tūtaepatu Lagoon was a rich and important source of mahinga kai, particularly for eel fishing. In addition, the area surrounding Tūtaepatu Lagoon contains the urupā for Tūrakautahi, who was the founder of the Kaiapoi Pā. It is also part of an area known as the greatest pounamu trading centre in the South Island.

In 1973 Tūtaepatu Lagoon was set aside as a wildlife management reserve by the Department of Internal Affairs. No management plan was however created for the future development or care of Tūtaepatu Lagoon and its immediate environs. Over time the increased drainage of the area and runoff from farms led to a decline in the water quality and aquatic ecology of Tūtaepatu Lagoon and the surrounding area.

The Waitangi Tribunal report describes Ngāi Tahu's relationship with Tūtaepatu Lagoon and the Ngāi Tahu belief that it was the owner of the land surrounding Tūtaepatu Lagoon. The key outcomes sought by Ngāi Tahu in its claim included:

1. That the quality and quantity of water in all waterways be improved to the point where Tūtaepatu Lagoon supports the fish and plant populations that were sourced from them in the past. This mahinga kai must be fit for human consumption.
2. That wetland areas be created and expanded. All existing wetlands should be maintained at their current extent at least, in recognition of their value as "buffers" in time of high rainfall and also their crucial importance to fish and plant communities.
3. That Te Ngāi Tūāhuriri be allowed to establish temporary camps for the purpose of collecting mahinga kai during the appropriate seasons.
4. That Te Ngāi Tūāhuriri should be involved in the management of all mahinga kai resources, including fresh and salt-water fish.
5. That Environment Canterbury actively encourage and support all initiatives to restock lagoons and other waterways with native fish species, and all initiatives to maintain those places as a suitable fishery habitat.

The Tribunal found that the Crown, in its purchase of Ngāi Tahu lands, had failed to set aside specific mahinga kai reserves or to provide adequate land to ensure that Ngāi



Tahu had access to their traditional food resources. The Tribunal supported the claim for the return of Tūtaepatu Lagoon as a compensatory measure for the loss which the Tribe had sustained with respect to traditional fishing resources.

As part of the settlement process, the Crown agreed, as a sign of good faith and in recognition of the long process of negotiation involved in reaching settlement, to sign a Deed of “On Account Settlement”. This provided for the revocation of the Government purpose (wildlife management) status of the reserve and for the vesting of Tūtaepatu Lagoon, by way of gift, in Te Rūnanga o Ngāi Tahu in a fee simple title, free of encumbrances.

The Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998 provided the legal mechanism for this to be achieved and also requires the following (See Appendix 1):

1. The establishment of a Trust, to be known as Te Kōhaka o Tūhaitara Trust, for management and administration of the new reserve.

The Waimakariri District Council and Te Rūnanga o Ngāi Tahu (known as the Settlers) established Te Kōhaka o Tūhaitara Trust, by way of deed, on 31 August 1998. The trustees have equal representation from the Waimakariri District Council and Te Rūnanga o Ngāi Tahu, with three trustees appointed by each organisation.

2. Agreement between Ngāi Tahu, Waimakariri District Council and Te Kōhaka o Tūhaitara Trust on the boundaries of a new reserve which is described as including the Kairaki, Waikuku and Woodend Recreation Reserves. (See Appendix 1 and Schedules) .
3. Preparation of a Management Plan for Tūtaepatu Lagoon and other combined reserves. The Reserves

Act 1977 is to apply to the new reserve and additionally, Schedule 3 of the Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998 sets out the following objectives for Tūtaepatu Lagoon:

- Tūtaepatu Lagoon/wetlands will be included in the management plan for the new reserve. Tūtaepatu Lagoon/wetlands will be appropriately restored and maintained for the benefit of present and future generations.
- Appropriate public access to Tūtaepatu Lagoon/wetlands will be allowed except for those times when, after notification in the local newspaper, a rāhui is applied.
- Scientific research and observation of the flora and fauna will be actively encouraged by Te Rūnanga, with a particular emphasis on the Ngāi Tahu philosophy of sustainable management.
- The North Canterbury Fish and Game Council will have the opportunity to contribute its expertise.
- There will be no harvesting or taking or killing of native and introduced birds or their eggs in a manner which would be inconsistent with the role of Tūtaepatu Lagoon in the management and maintenance of waterfowl and other birds in North Canterbury. Dogs will be prohibited.

## Cultural Context

The Ngāi Tahu concept of sustainable management is based on a philosophy concerned with the order of life in the natural world and the proper place of people within that natural order, balancing the needs and demands of humans and the health and richness of the natural environment. Those matters listed in Schedule 3 of the Vesting Act are fundamental to realisation of Ngāi Tahu values within the reserve area.

Mahinga kai is at the heart of Ngāi Tahu culture and its identity. The Ngāi Tahu Claims Settlement Act 1998 defines mahinga kai in relation to Te Waihora, as “the customary gathering of food and natural materials and the places where those resources are gathered.” The term is, however, much broader than this and encompasses the social and educational elements of food gathering including the role of kaitiaki and the passing down of sustainable management methods. This includes the way resources are gathered, the places they are gathered from and the actual resources themselves. Maintaining and improving access to, and use of, quality traditional food and other cultural resources will therefore help to restore the rangatiratanga of Ngāi Tahu and the kaitiaki role over these taonga.

The return of Tūtaepatu Lagoon through the Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998 has assisted Te Rūnanga o Ngāi Tahu to strengthen its rangatiratanga over the area and its resources. It also has a cumulative importance when considered in combination with the similar returning of Te Waihora (Lake Ellesmere) to Te Rūnanga o Ngāi Tahu. These two water bodies and wetland areas form a part of a link in the ecological landscape which extends along the coast, taking in a number of other remnant wetland areas.

## Planning Context

The management of the coastal environment is legislated by various Acts and associated planning documents in addition to those referred to elsewhere in this plan. These include the Aotearoa New Zealand Coastal Policy Statement, Regional Coastal Environment Plan, Canterbury Conservation Management Strategy and Waimakariri District Council Operative and Proposed District Plan.

In the proposed District Plan, Tūhaitara Coastal Park is located within a ‘Natural Open Space’ zone. The purpose of this zone is to provide for the retention of the natural environment but allow for buildings, structures and other activities to occur where these are compatible with the zones amenity values and characteristics. Rules most relevant to the implementation of the policies

in this management plan include those relating to the planting and removal of vegetation, particularly indigenous biodiversity and forestry, and the construction of buildings and other structures.

## Reserve Status

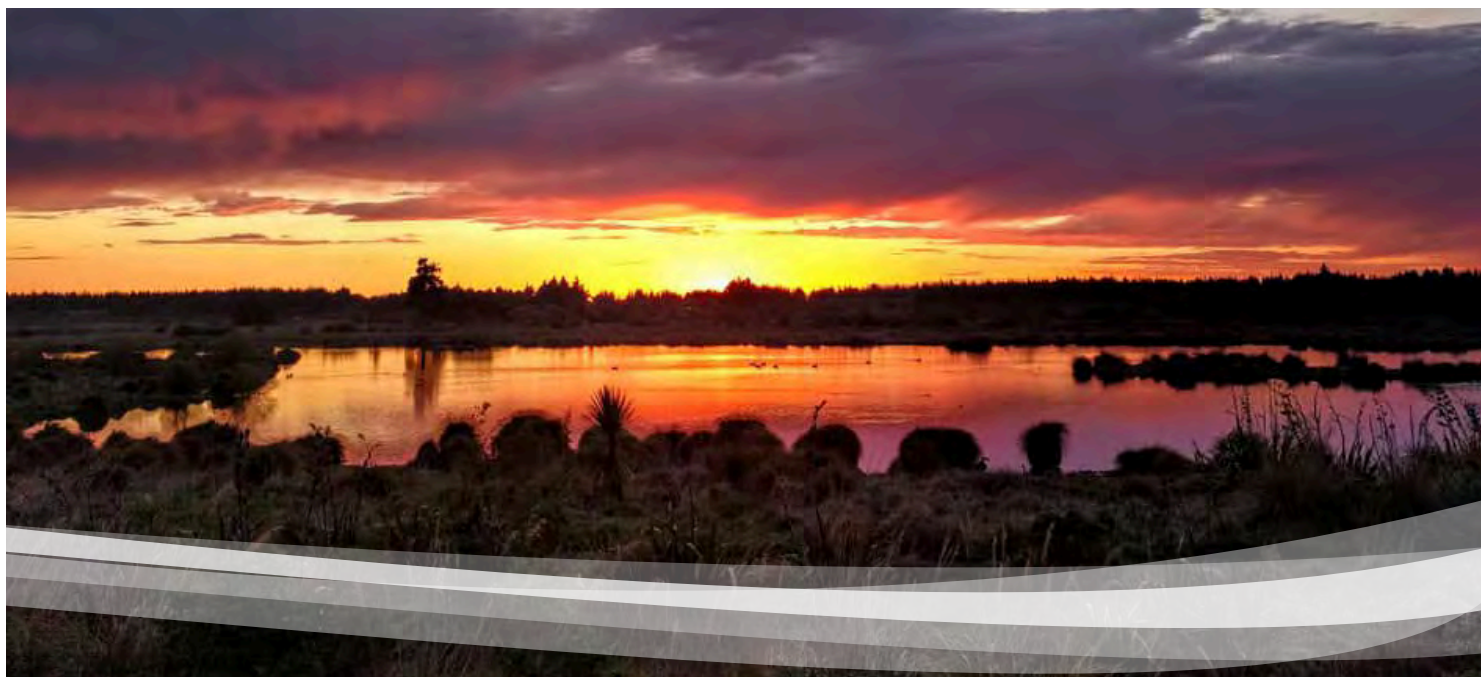
Tūtaepatu Lagoon is held in fee simple by Te Rūnanga o Ngāi Tahu, as defined in the Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998. The reserve proper – Tūhaitara Coastal Park – is Recreation Reserve as defined by the Reserves Act 1977. Both areas of land are administered jointly by Te Kōhaka o Tūhaitara Trust, whose establishment is a requirement of the Vesting Act (1998). That Act requires Te Kōhaka o Tūhaitara Trust to prepare a management plan for the area under its control under section 41 of the Reserves Act 1977 (this sets out how a management plan must be prepared). It also requires Te Kōhaka o Tūhaitara Trust to have ‘particular regard to the views of Te Rūnanga o Ngāi Tahu before approving that part of the management plan that relates to Tūtaepatu Lagoon.’

Section 17 of The Reserves Act 1977 defines the purpose of a Recreation Reserve as providing, primarily, a recreation resource, while managing and protecting the ‘scenic, historic, archaeological, biological, geological, or other scientific features or indigenous flora or fauna or wildlife’ that might exist on the reserve.

### 17. Recreation reserves

- 1 It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as recreation reserves, for the purpose of providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention of open spaces and on outdoor recreational activities, including recreational tracks in the countryside.
- 2 It is hereby further declared that, having regard to the general purposes specified in subsection 1 of this section, every recreation reserve shall be so administered under the appropriate provisions of this Act that--
  - a The public shall have freedom of entry and access to the reserve, subject to the specific powers conferred on the administering body by sections 53 and 54 of this Act, to any bylaws under this Act applying to the reserve, and to such conditions and restrictions as the administering body considers to be necessary for the protection and general well-being of the reserve and for the protection and control of the public using it:
  - b Where scenic, historic, archaeological, biological, geological, or other scientific features or indigenous





flora or fauna or wildlife are present on the reserve, those features or that flora or fauna or wildlife shall be managed and protected to the extent compatible with the principal or primary purpose of the reserve: Provided that nothing in this subsection shall authorise the doing of anything with respect to fauna that would contravene any provision of the Wildlife Act 1953 or any regulations or Proclamation or notification under that Act, or the doing of anything with respect to archaeological features in any reserve that would contravene any provision of [the Heritage Aotearoa New Zealand Pouhere Taonga Act 2014]:

- c Those qualities of the reserve which contribute to the pleasantness, harmony, and cohesion of the natural environment and to the better use and enjoyment of the reserve shall be conserved:
- d To the extent compatible with the principal or primary purpose of the reserve, its value as a soil, water, and forest conservation area shall be maintained.

The Reserves Act does not apply to Tūtaepatu Lagoon, or the non-reserve land at Karaiki Beach, although this reserve management plan does.

References in this plan to the Tūhaitara Coastal Park should be read as including the Tūtaepatu Lagoon.

The Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998 requires Te Rūnanga o Ngāi Tahu to implement the items listed in Schedule 3 of the Act. These include restoration of Tūtaepatu Lagoon, provision for appropriate public access, active encouragement of scientific research and observation and appropriate care of the waterfowl environment, including the prohibition of dogs.

## **Te Kōhanga Wetlands and Kaitiritiri Ridge**

In 2017 Te Kōhaka o Tūhaitara Trust purchased two conservation areas that had been set aside for ecological restoration part of the development of Pegasus Town. Te Kōhanga Wetlands and Kaitiritiri Ridge are now integrated into the Tūhaitara Coastal Park and this Management Plan.

Conditions of resource consent for the subdivision of Pegasus Town required the shaping of waterways and ponds to form Te Kōhanga Wetlands, the removal of willows and planting of riparian margins. These works were to be complemented by weed and predator control and maintenance of plantings. Similarly, Kaitiritiri Ridge was to be fully planted with indigenous species with walkways and cycleways providing for public access. Additionally, specific provision has been made for a Whare Karakia and Garden of Remembrance and a Whare Taonga within Kaitiritiri Ridge with associated car parking and access. These ecological outcomes and associated developments have been prescribed in a Land Governance Deed which is attached as Appendix 3.



## The Pines Beach and Kairaki

The Canterbury earthquakes of 2010 and 2011 caused unprecedented and widespread damage at The Pines Beach and Kairaki. Land was subsequently classified as ‘residential red zone’ by the Crown recognising its vulnerability to natural hazard risk and signalling a need to reconsider the long term use of this land. The Waimakariri Residential Red Zone Recovery Plan (December 2016) sets out the agreed long-term uses for regeneration areas including The Pines Beach and Kairaki. The Recovery Plan reflects the need to provide certainty of outcomes and flexibility for long-term implementation and management of land uses.

Through the process of developing the Recovery Plan the Crown agreed to divest red zone land at The Pines Beach and Kairaki to Te Kōhaka o Tūhaitara Trust, reflecting the Crown’s view that the values and cultural presence of Ngāi Tūāhuriri and Ngāi Tahu must be visible and enhanced, and shared cultural and natural heritage be respected. The implementation of the Recovery Plan is intended to span 30 years.

At The Pines Beach and Kairaki, land divested in Te Kōhaka o Tūhaitara Trust is required by the Recovery Plan to be integrated into the Tūhaitara Coastal Park. The land divestment is intended to support the work of the trust by providing additional land for recreation, conservation and income generating activities. There are conditions that prohibit the construction of permanent structures and the use of land for commercial or industrial purposes unless it is associated with activities in the Coastal Park. A concept plan is also required to be developed in consultation with the community for the long term use of the land and this Management Plan has been up-dated to incorporate the land uses and outcomes in the Concept Plan.

Following a process of community engagement, Te Kōhaka o Tūhaitara Trust adopted the Tūhaitara Coastal Park: Regeneration Area Concept Plan for The Pines Beach and Kairaki, in June 2018. A copy of the Concept Plan is attached as Appendix 4.

A key outcome identified in the Concept Plan is the potential for Te Kōhaka o Tūhaitara Trust to become self-funding from land leases. This may include income from community based and commercial initiatives located on the non-reserve regeneration land or leasing land for non-permanent buildings including but not limited to, caravans, removable holiday baches and garden sheds. The Concept Plan also identified the potential for education and research facilities, community information, cultural interpretation and plant nurseries. Land not used for these purposed activities is to be integrated into the wider Coastal Park and used to implement initiatives for coastal protection, the use of podocarp forest for carbon sequestration, recreation and planting for mahinga kai and rongoa (medicinal) purposes.

## Land area

The Tūhaitara Coastal Park is comprised of approximately 660ha of land that is defined in various schedules and certificates of title as follows:

- Schedules 1 and 2 of the Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998, included as Appendix 1
- Certificates of title for Te Kōhanga Wetlands and Kaitiritiri Ridge with a combined total area of 107.7699 ha
- Certificates of title for The Pines Beach and Kairaki Regeneration Areas with a combined total area of 4.1ha

The boundaries of the Reserve are shown in Figure 3.

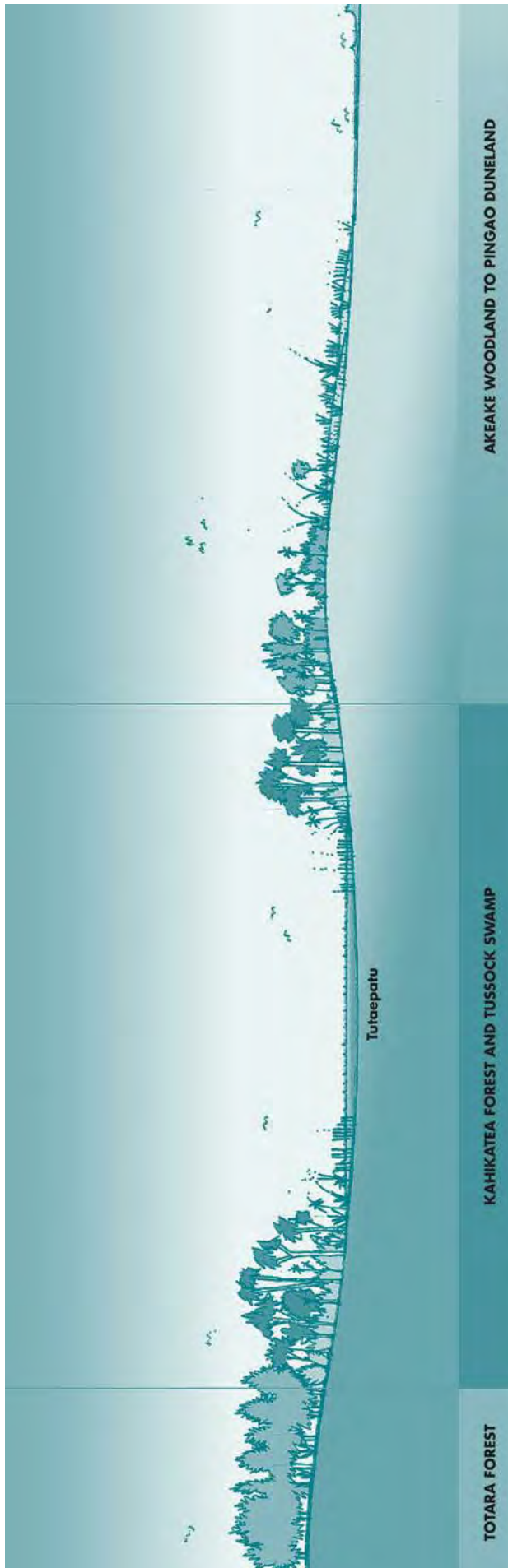






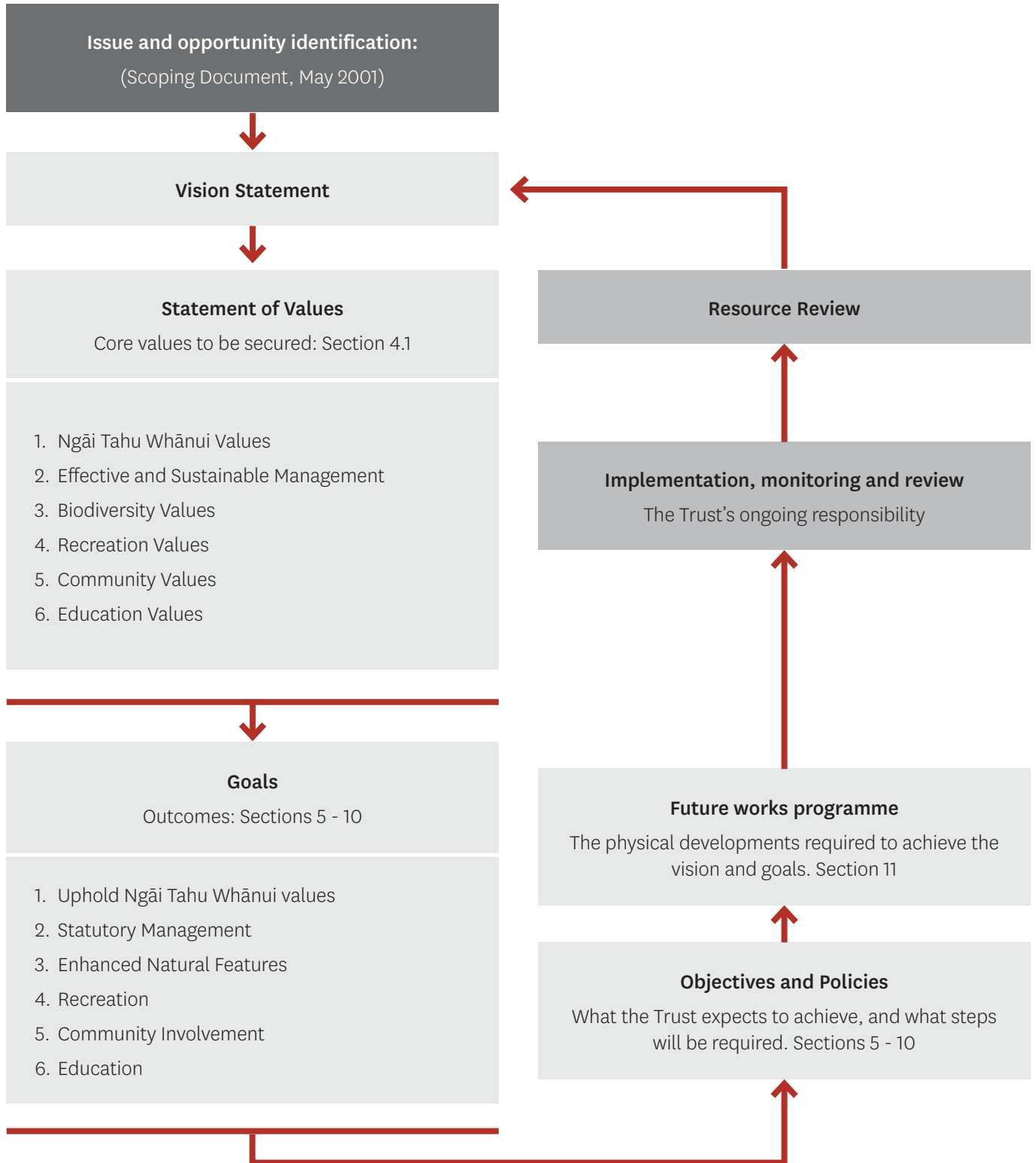


Figure 4: Cross section of Tūtaepatu Lagoon indigenous plant communities

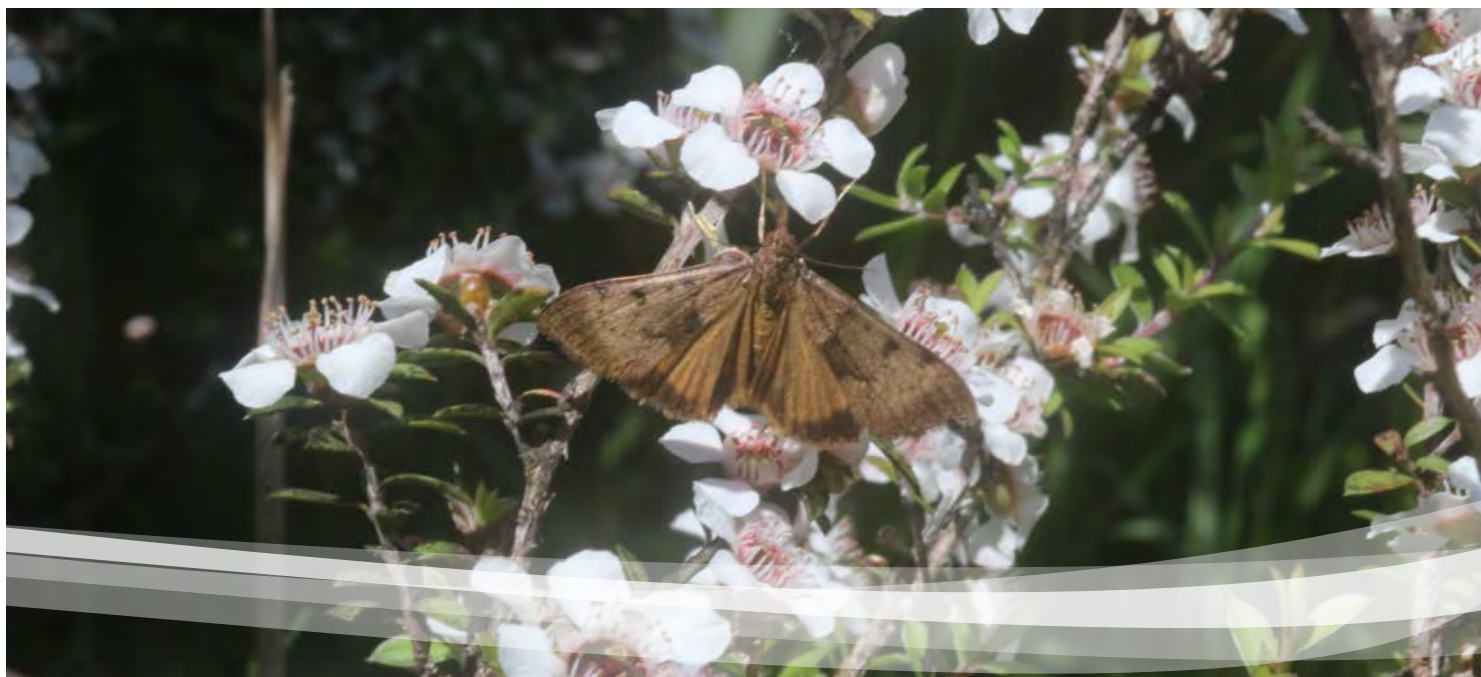


# 3 Approach

The following table shows how this management plan is constructed. The dark grey box has been largely completed prior to the development of this reserve management plan.







Section 41 of the Reserves Act requires considerable public input into the content and intent of the management plan. It also requires the management plan to be under ‘continuous review’ so that it is ‘adapted to changing circumstances or in accordance with increased knowledge.’ This means that while the management plan is Te Kōhaka o Tūhaitara Trust’s key management document, it is not ‘cast in stone’, and the Trust must maintain an ongoing interest in the changing circumstances of the reserve and the degree to which the goals and policies in the management plan remain relevant.

Te Kōhaka o Tūhaitara Trust will rely upon this management plan to achieve the above matters and direct its management activities. This plan is based on extensive community consultation and advice from various specialists. As such, it is considered, in itself, to represent the basis for sound management of Tūhaitara Coastal Park. However, Te Kōhaka o Tūhaitara Trust recognises that it relies upon the ongoing assistance and co-operation of a number of agencies to achieve the agreed vision for the reserve. These parties include:

- Te Rūnanga o Ngāi Tahu
- Waimakariri District Council
- Environment Canterbury
- Department of Conservation/Te Papa Atawhai
- Community representatives
- Lease holders
- Neighbouring land owners
- Reserve users
- And the wider community

The management plan is considered a ‘living document’ subject to ‘continuous review’, as required by the Reserves Act 1977, and as such, members of the community should feel comfortable discussing with Te Kōhaka o Tūhaitara Trust any issues as they arise. However, the Trust needs to establish clear relationships with several key agencies to ensure the effective management of Tūhaitara Coastal Park on a day-to-day basis, and to ensure the goals of this management plan are achieved. These agencies include Te Rūnanga o Ngāi Tahu, the Waimakariri District Council and Environment Canterbury. Te Kōhaka o Tūhaitara Trust’s relationship with these agencies, and other interested parties is shown overleaf.

## Agency Roles – Tūhaitara Coastal Park

Activities	Te Kōhaka o Tūhaitara Trust	Waimakariri DC	Te Rūnanga o Ngāi Tahu	Environment Canterbury	Other agencies
<b>Reserve Management Planning (RMP)</b> With the approval of the Minister of Conservation when required	Primary role	Guidance and administration	Guidance and administration	Consult	Consult, utilise expertise
<b>Maintenance and Operations (asset management, conservation management)</b>	Define levels of services and annual budget.  Funding	Consult/Joint service provider by agreement	Consult/Joint service provider by agreement.	Funding by agreement	
<b>Improvements, capital works and ecological restoration (project based)</b>	Primary role  Funding	Consult/Joint service provider. by agreement	Consult/Joint service provider by agreement.	Consult	Use of 'adopt a' and 'friends of' ... (can apply for grants) with approval from the TKOTT
<b>Leases, permits and licences</b>	Assessment and decision (lessor).	Administrator by service agreement	Tūtaepatu Lagoon as affected party		Lessee
<b>Financial Management</b>	Income and expenditure management. Make grant applications.	Service Provider by agreement			Individual groups applying for own project funding with approval from the TKOTT
<b>Coastal management</b>	Affected party. Joint management role.	Primary (Northern Pegasus Bay Bylaw administrator) – vehicle access management	Consult	Primary (Coastal Policy)  Service Provider – NPBB ranger service	
<b>Forestry</b>	Lessor as per lease agreement	Lessee of land, owner and manager of trees (WDC Forest Management Plan)	Consult on lease reviews		
<b>Camping Grounds</b>	Lessor as per lease agreement	Lessee of land, owner and manager of camping ground assets	Consult on lease reviews		
<b>Mahinga kai</b>	Restoration and management	Consult	Involve	Consult	Consult





## 4 Vision, Mission & Values Statement

### Vision

A mature indigenous, coastal ecosystem; healthy water and wetlands; biodiversity representative of a natural Waitaha; healthy mahinga kai; and recognised nationally for excellence in the provision of conservation, environmental education and recreation opportunities.

### Mission

To create a coastal reserve which is founded on and expresses strong ecological, conservation and cultural values and provides opportunity for compatible recreation and education activities for all people of Aotearoa New Zealand whilst also up-holding the mana of Ngāi Tahu Whānui by protecting and enhancing the mahinga kai values of Tūtaepatu Lagoon.

### Statement of Values

#### Ngāi Tahu Whānui Values

These encompass

- Mana
- Enhancing the mauri (life force) and thereby the natural and cultural values of the area
- Enabling the gathering and use of mahinga kai
- Sustainable use including conservation of indigenous biodiversity
- Kaitiaki - the act of guardianship and the protection of mauri. This is the exercise of an ancestral right to care for a resource for present and future generations, to ensure the health and productivity of the resource and therefore the health of the people. For Ngāi Tahu Whānui this role is expressed through Te Kōhaka o Tūhaitara Trust established under the Tūtaepatu Vesting Act 1998 in conjunction with Te Rūnanga o Ngāi Tahu, the Waimakariri District Council and other statutory bodies.

#### Effective Reserve Management

Te Kōhaka o Tūhaitara Trust represents and combines the management skills and responsibilities of the Waimakariri District Council and Te Rūnanga o Ngāi Tahu. Te Kōhaka o Tūhaitara Trust has been given a statutory responsibility to ensure that the use, development and maintenance of the reserve achieves the goals defined in this plan and the Vesting Act.

Much of Te Kōhaka o Tūhaitara Trust's work in maintaining and rehabilitating the environment of Tūhaitara Coastal Park will require significant time input by volunteers. How this input from community groups is encouraged and managed will be an important aspect of Te Kōhaka o Tūhaitara Trust's role.

The reserve includes commercial forestry blocks and pastoral and other commercial leases. These land uses provide income as well as other land management benefits. For example, forestry acts as a wind break, pastoral activities can provide weed control and the campgrounds provide valuable recreation resources. Te Kōhaka o Tūhaitara Trust must decide how best to accommodate these land uses and maintain the reserve's ecological integrity, cultural values and provide for recreational use.

Restored areas and areas to be restored require preservation for future generations. This includes the landscape, flora, fauna, coastal and associated features. Stewardship of these areas is crucial in allowing natural processes associated with biodiversity, ecology and habitat development to take place, giving effect to kaitiakitanga.

Allowing natural processes to occur as part of the reserve is also an important technique in the care and management of the reserve.

## Natural and Cultural Resources

Tūhaitara Coastal Park offers the opportunity to enhance the variety and numbers of native species within the area and to reinstate early vegetation patterns found in dune, salt-marsh and freshwater wetland environments. This is a unique opportunity in Canterbury to protect and restore a significant area of the coastal environment for the benefit of the people of Aotearoa New Zealand.

Key to the protection of the area is the maintenance of an appropriate water table. The management of ground and surface water systems to recreate and rehabilitate wetlands can however affect neighbouring land owners and it is only in the vicinity of Tūtaepatu Lagoon and the areas at the northern end of the reserve that there is sufficient area controlled by Te Kōhaka o Tūhaitara Trust to enhance ground and surface water levels without affecting neighbours.

## Recreation Values

Tūhaitara Coastal Park is a significant coastal recreation resource in terms of location, size, landscape features, values and opportunities. Throughout the reserve there will be places and spaces that will be suitable for different recreational opportunities that are compatible with other values of this reserve. There will also be opportunities to link with the beach.

The local community use the reserve on a regular basis for many activities. It is important that local people use and take pride in the reserve and act as guardians to ensure the retention of its values.

Visitors from Canterbury and further a-field use the campground, the beach, coastal areas and the fishing resources for recreation. Retention of the range of recreation opportunities is important provided they are compatible with the ecological and cultural values of the reserve.

Future urban growth in the Waimakariri District, as well as growth in the population of Christchurch City, Selwyn and Hurunui will create additional demand for the reserve's recreation assets and remote experience.

## Community Values

Tūhaitara Coastal Park is many things to many people. The Ngāi Tahu Whānui values of conservation and the philosophy of sustainable management are of primary importance with respect to Tūtaepatu Lagoon as well as the management of the wider reserve. Other reserve users and local residents also share many of these values in terms of an enhanced coastal environment, appropriate recreational use and a sense of guardianship. Te Kōhaka o Tūhaitara Trust shares these values.

Community expectations can be achieved and recognised by adopting a range of educational projects to broaden the community's understanding of the values of Tūhaitara Coastal Park.

The community expectations for use also need to be clearly expressed and addressed. This will include public use of beaches, coastal foreshore protection, walkways, recreational riding trails and picnic areas as well as future provision for the existing facilities such as camping grounds, the surf life-saving clubs and retail premises (to service holidaymakers).

## Education Values

The value that an individual places upon a resource is largely dependent upon their personal associations with the site and their understanding of its social, cultural, and natural features. While many visitors and local residents understand components of the underlying values of Tūhaitara Coastal Park, and therefore adopt a personal sense of guardianship, many of the values of the reserve – especially its cultural and natural values – are often not immediately apparent. By fostering increased knowledge about the reserve, the value of the reserve to individuals and the community is also increased. This value then adds to the nation's appreciation of the need for protection of natural and cultural resources, the methods for achieving this, and the role of individual responsibility.





## 5 Ngāi Tahu Whānui Values

Ngāi Tahu Whānui philosophy of sustainable management requires an holistic approach and integration between the different agencies with a role in managing the various resources associated with Tūhaitara Coastal Park including Tūtaepatu Lagoon. Other agencies include Environment Canterbury, the North Canterbury Fish and Game Council, the Waimakariri District Council, Fisheries Aotearoa New Zealand and the Department of Conservation/Te Papa Atawhai.

Many Ngāi Tahu customary practices have been maintained today through the continued preference for traditional food and customs. Many of these practices are, however, in jeopardy of being lost due to unsustainable practices in other sectors of the community and through actions that have resulted in a degraded environment. For example, activities which have impacted on the health and wellbeing of waterways have adversely affected the ability of Ngāi Tahu to access the traditional life sustaining resources of those waterways.

Ngāi Tahu consider all things to have the qualities of whakapapa (human relationships to the resource) and mauri (life force). The preservation of mauri of all natural resources is considered essential to Ngāi Tahu to ensure that natural and physical resources are used sustainably

by present and future generations. The mauri of Tūtaepatu Lagoon has been degraded by the diversion of water away from the Lagoon, reduced water flows, activities in the catchment and an increase in introduced riparian plant species.

Traditionally, customary practices were applied to govern the use of natural and physical resources and ensure that the mauri was protected. Te Kōhaka o Tūhaitara Trust supports these values and practices.

## Objective: Mahinga Kai

To preserve and protect Tūhaitara Coastal Park, and in particular Tūtaepatu Lagoon, as a mahinga kai which provides for the traditional taking and use of indigenous plants, fish and birds as well as other natural resources.

(Mahinga kai is concerned with the customary gathering of food and natural materials. It includes all the natural resources of kai ika (fish) kai moana (food from the sea) kai awa (food from the waterways, rivers and streams) kai manu (birds), kai roto (food from lakes and wetlands), kai rakau (food from the land)\*.

## Policies

- 1 To implement programmes for restoration and management of Tūhaitara Coastal Park, and in particular Tūtaepatu Lagoon, as described elsewhere in this document.
- 2 To involve Te Rūnanga o Ngāi Tahu in decisions regarding the cultural take of bird species and the development of harvesting protocols for mahinga kai from Tūtaepatu Lagoon, in accordance with Schedule 3 of the Tūtaepatu Vesting Act, and other areas of Tūhaitara Coastal Park.
- 3 To limit public access to Tūtaepatu Lagoon to only one developed site at the water body's eastern edge.
- 4 To prohibit public recreational activity (e.g. swimming or boating), in Tūtaepatu Lagoon.
- 5 To recognise that the purification of water through wetlands and riparian margins enhances the physical quality, and mauri of Tūhaitara Coastal Park, and in particular Tūtaepatu Lagoon and its resources.
- 6 To advocate for the retention and restoration of water flows within Tūhaitara Coastal Park and in particular into Tūtaepatu Lagoon.

## Objective: Whakapapa

To acknowledge and use Whakapapa to link cultural values with the natural resources within the Tūhaitara Coastal Park and to give effect to mana, mauri, wairua and tino rangatiratanga.

## Policies

- 1 To ensure that an appropriate accidental discovery protocol requiring the immediate reporting to Te Rūnanga o Ngāi Tahu, Te Ngāi o Tūāhuriri Rūnanga and Heritage Aotearoa New Zealand Pouhere Taonga, is implemented in the event of the discovery of any artefacts, features or sites of potential cultural, historic or archaeological value.
- 2 To preserve archaeological and historic objects and sites and sites of significance to Ngāi Tahu.
- 3 To enable Ngāi Tahu to exercise its customs over historic artefacts according to its protocols.
- 4 To implement the education and interpretation programmes described elsewhere in this document.
- 5 To maintain connection and sense of place through the use and explanation of traditional Ngāi Tahu place names and names that reflect natural and human history.
- 6 To acknowledge the cultural and traditional association of Ngāi Tahu when managing indigenous plants, fish and birds and their habitats.
- 7 To recognise, maintain and respect the cultural landscape which reflects the long association and history of Ngāi Tahu resource use within the area.

# 6 Statutory Management

As the administering body of Tūhaitara Coastal Park, Te Kōhaka o Tūhaitara Trust has the authority to lease areas of the reserve under certain circumstances to various organisations. This authority is strictly controlled by Section 54 of the Reserves Act, which covers leasing of recreation reserves. This strict control must be maintained to ensure that the reserve is not covered by a proliferation of buildings or inappropriate land uses, and that public access is not unduly compromised.

Leases or licences should only be granted for recreation reserves where it is considered to be in the public interest, or where it is necessary to enable the public to obtain the benefit and enjoyment of the reserve, or for the convenience of persons using the reserve.

Before any lease of a recreation reserve is granted, it must be subject to public consultation either by public notification of each proposed lease, or preferably, by the consultation process involved in the preparation of a management plan. Alternatively the Reserves Amendment Act 1993 allows for public notification to be effected by the granting of a Resource Consent where the application was notified in accordance with the Resource Management Act 1991.

Approximately 14 percent of the reserve is planted in production and protection pine forests (“protection forest” means areas of pines have been planted to stabilise the dunes and to provide windbreaks to neighbouring properties and recreation). As administering authority for the reserve under the Reserves Act, Te Kōhaka o Tūhaitara Trust is permitted to grant leases under Section 73 of the Reserves Act for afforestation, and farming and grazing. Under Section 74 of the Reserves Act Te Kōhaka o Tūhaitara Trust may grant licences to occupy a reserve for the purpose of grazing, gardening or similar purposes or cutting, felling or removing timber or flax, so long as the activities do not compromise the primary purpose of the reserve, which in this case, is recreation. The existing plantation forests are owned and managed by the Waimakariri District Council as part of their larger forest portfolio. The land is leased to Waimakariri District Council.

In this case the leasing of the land for plantation forestry will provide some income to help achieve the vision for the reserve while the protection forest provides various amenity and ecological benefits. The ecological benefits could be improved by under-planting the protection forest with native species, with a view to these species naturally or artificially succeeding the pine trees.

However, the maintenance of the existing extent of protection forest cover (currently in pine) may conflict with achieving the vision for the reserve in the long-term.

The Tūhaitara Coastal Park is adjacent to the coastal strip which is subject to the Northern Pegasus Bay Bylaws. The Bylaw first became operative in 2010 and aims to:

- Manage recreational uses for the benefit and enjoyments of all users
- Minimise environmental impacts arising from this activity
- Promote public health and safety
- Minimise nuisance and offensive behavior

The Trust is a signatory to the Northern Pegasus Bay Bylaw Implementation Plan developed in 2016 to address issues not covered by the Bylaw and achieve this vision of ‘Northern Pegasus Bay Coastal Strip’ – values, protected and enjoyed by all’.

The Trust and Waimakariri District Council agree it is critical that the management of the coastal reserve and strip is consistent and complements each other.

Management of the water environment for the purposes of enhancing and rehabilitating wetlands and water bodies within the Reserve relies upon water that has traveled from the inland plains. Factors influencing water sources within the catchment will therefore also affect the groundwater in the coastal environment. It is important that Te Kōhaka o Tūhaitara Trust advocates for the sustained quality and quantity of this water resource.

## Objective: Role of Te Kōhaka o Tūhaitara Trust

To preserve and manage the Tūhaitara Coastal Park including Tūtaepatu Lagoon.

### Policies

- 1 Te Kōhaka o Tūhaitara Trust will be responsible for the day-to-day management of Tūhaitara Coastal Park.
- 2 All volunteer and contract staff working in Tūhaitara Coastal Park shall comply with Health and Safety Legislation.
- 3 Te Kōhaka o Tūhaitara Trust will consider opportunities to generate income that will assist with the preservation and management of the Reserve.
- 4 To keep this management plan under ‘continuous review’ and to formally review it at least every 10 years.



## Objective: Working with others

To form partnerships that assist with the protection and management of the Reserve and Lagoon, and adjacent Coastal Strip.

### Policies

- 1 To develop recreational access to Tūtaepatu Lagoon in one location where the access does not conflict with Ngāi Tahu Whānui values, ecological preservation activities or the Ngāi Tahu (Tūtaepatu Lagoon) Vesting Act (1998).
- 2 To encourage and develop relationships with professional and educational research agencies, and the North Canterbury Fish and Game Council, to engender better understanding of the appropriate protection and development activities prescribed by this management plan.
- 3 To work with the North Canterbury Fish and Game Council and Te Rūnanga o Ngāi Tahu to ensure harvesting of birds and their eggs does not conflict with the objectives of this management plan and the Ngāi Tahu (Tūtaepatu Lagoon Vesting Act) 1998 and is otherwise lawful.
- 4 To take into account the vision and aspirations of the Northern Pegasus Bay Bylaw 2016 Implementation Plan to ensure a coordinates and complementary approach to the management and development of the coastal area.

## Objective: Occupation Agreements

To issue occupation agreements to commercial operators and other users of reserve land which are compatible with the protection of the reserve and support the long-term objectives for reserve use.

### Policies

- 1 Applications for commercial activity will be considered by Te Kōhaka o Tūhaitara Trust under the provisions of the Reserves Act 1977.
- 2 Applications for public utilities will be considered by Te Kōhaka o Tūhaitara Trust under the provisions of the Reserves Act 1977.
- 3 Applications for leases or licences in Te Kōhanga Wetlands and Kaitiritiri Ridge will be considered by Te Kōhaka o Tūhaitara Trust having regard to the Land Governance Deed.
- 4 Application for leases or licences in The Pines Beach or Kairaki Regeneration Areas will considered by Te Kōhaka o Tūhaitara Trust having regard to the Tūhaitara Coastal Park: Regeneration Area Concept Plan and the land uses identified in the Waimakariri Residential Red Zone Recovery Plan.
- 5 The costs associated with processing and advertising an application for an occupation agreement will be advised to the applicant and those costs will be recovered.
- 6 Income from leases, licences and other commercial activities within Tūhaitara Coastal Park will be applied to the protection, development and management of the reserve
- 7 Te Kōhaka o Tūhaitara Trust will review all leases as they expire, or are tendered, or renewed to ensure their continued compatibility with this reserve management plan.
- 8 Te Kōhaka o Tūhaitara Trust may tender any occupational agreement to ensure high quality services are offered within Tūhaitara Coastal Park and optimal income is achieved for the Trust.
- 9 Te Kōhaka o Tūhaitara Trust will operate an 'open door policy' to all leaseholders and concessionaires to ensure effective communication and resolution of problems.
- 10 Commercial or public utility activities will not be permitted within the legal boundary of Tūtaepatu Lagoon, unless approved by Te Runanga o Ngāi Tahu.
- 11 The following principles of sustainable procurement will be taken into account when making decisions about applications for leases and licenses;
  - Think local
  - Think environmental
  - Think social

## **Objective: Forestry**

- 1 To retain the opportunity for growing exotic forest where it does not compromise the preservation and wider plans for ecological restoration of Tūhaitara Coastal Park.

### **Policies**

- 1 To define the areas of current and future protection and production forestry in agreement with Waimakariri District Council.
- 2 To retain the opportunity to secure income from leasing areas of existing plantation forestry (excluding Tūtaepatu Lagoon).
- 3 To retain the opportunity to review the long-term benefits of replanting plantation forest areas after harvesting, through consideration of the opportunities and feasibility for ecological restoration of those sites.
- 4 The protection forest is managed to maintain the benefits of wind shelter, land stabilisation and reserve protection, until such time as the same or similar values can be gained from indigenous plantings.
- 5 To recognise the benefits of, and provide for, the planting of trees for carbon sequestration.
- 6 All casual and private and commercial firewood gathering will only be permitted by license.
- 7 Access to production forestry for silvicultural work and harvesting will be provided through lease arrangements with the Waimakariri District Council.
- 8 The Waimakariri District Council as manager and owner of the forestry has the right to close access during commercial forestry operations.

## **Objective: Fire risk management**

To reduce the potential for fire risk and associated damage.

### **Policies**

- 1 To actively promote a fire free park environment by implementing the Te Kōhaka o Tūhaitara Trusts fire free park policy.
- 2 To develop with the Waimakariri District Council a Fire Risk Management Plan in relation to forestry operations which may include restricting public access during times of high fire risk.
- 3 To work with FENZ and the relevant fire-fighting agencies (including the Pines, Kairaki and Waikuku Beach Rural Volunteer Fire Forces) to ensure fire-fighting activities can be carried out effectively and efficiently.
- 4 Te Kōhaka o Tūhaitara Trust completes, in conjunction with FENZ, the education and signage programmes described elsewhere in this document as a means of informing Tūhaitara Coastal Park users of fire risks.
- 5 To authorise FENZ to close access to parts of Tūhaitara Coastal Park when fire risk is considered to be extreme.

## **Objective: Advocacy and inter-agency co-operation**

To actively advocate the values of Tūhaitara Coastal Park.

### **Policies**

- 1 To ensure that regulatory agencies are aware of the Tūhaitara Coastal Park and are able to identify Te Kōhaka o Tūhaitara Trust as an affected party where any proposed activities which require resource consents may have cross boundary effects on the Reserve.
- 2 To ensure that regulatory agencies and neighbouring land-owners are aware of the Reserve Management Plan.
- 3 To support groundwater recharge that will have a beneficial effect on the groundwater environment.
- 4 To oppose the taking of groundwater that could reduce groundwater levels in wetlands and water bodies within Tūhaitara Coastal Park.
- 5 To advocate for integrated water catchment management.



## 7 Enhanced Natural Features

Tūhaitara Coastal Park features diverse landforms, soil types, groundwater levels and salinity which have influenced the evolution of the original flora and fauna communities. The coastal plant communities that evolved were suited to living on semi-mobile sand dunes while the inland dune hollows and slacks had wetlands with rich fish and bird faunas. Surrounding these existed a tall podocarp forest. Human intervention and new forms of land-use have modified these communities over the past thousand or so years, and only fragments, or more resilient components of these communities remain.

Preserving and restoring the natural features of the Tūhaitara Coastal Park is a core objective of Te Kōhaka o Tūhaitara Trust and the community. This includes, as a statutory obligation, the rehabilitation of Tūtaepatu Lagoon. This site currently retains many wetland vegetation, fauna and hydrological values.

A possibility for restoration is to develop hubs and corridors of higher natural value in Tūhaitara Coastal Park. The key concept behind these hubs and corridors is the ability to prioritise restoration and enhancement efforts in efficient, small and practical units that will provide habitat for desired features which will in turn migrate into new areas. The “hubs” may be centred on areas such as Tūtaepatu Lagoon while the “corridors” relate to revegetation development along walkway tracks and natural waterway corridors.

Other restoration opportunities include; a “Tūtaepatu Lagoon to sea corridor”. This is a transect of land extending from Tūtaepatu Lagoon to the coast and includes development of the dune community.

Maintaining and re-introducing species with particular values, is an opportunity to add to the natural features within the wider area of Tūhaitara Coastal Park. Involving the community in planning and undertaking these developments is considered critical to their success.

The Reserves Act 1977 gives Te Kōhaka o Tūhaitara Trust the opportunity to restrict recreational activities within the reserve to assist in the achievement of these objectives. This may require, in some cases, restricting public access to some parts of Tūhaitara Coastal Park for periods of time, and restricting on a permanent basis some recreation activities, which may threaten vegetation cover and native birds, fish and insects.



## Hydrology

The Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998 requires that, “Tūtaepatu Lagoon/wetlands will be appropriately restored and maintained for the benefit of present and future generations”. The maintenance and enhancement of the hydrological environment of Tūhaitara Coastal Park and surrounding areas is therefore crucial to provide for the realisation of the Vesting Act.

The major component of the water environment is the groundwater. This groundwater surfaces in the wetlands and water bodies and is a continuation of the larger groundwater environment of the inland plains. This water flows slowly towards the sea and emerges in the low lying parts of the low inter-dune areas. Fluctuations in the groundwater influence the degree of wetness in the wetlands and water levels in the water bodies. These fluctuations are influenced by climatic conditions and abstractions on the inland plains, groundwater soakage at the Woodend sewage ponds, surface and groundwater drainage in the inter-dune areas and water abstraction by vegetation via evapotranspiration.

The low inter-dune areas are also periodically influenced by flooding that may result from local rainfall, back flooding from Taranaki Stream or from large scale but infrequent flooding from the Rakahuri (Ashley) River. These floods provide an important role in flushing water through the water bodies, providing fish passage and the introduction of silt.

It is only in the vicinity of Tūtaepatu Lagoon and areas to the north that sufficient area is controlled by Te Kōhaka o Tūhaitara Trust to realise opportunities to enhance ground and surface water levels without affecting neighbours. Ground and surface water enhancement initiatives should initially be concentrated in this area with the primary goals being to channel more surface water into Tūtaepatu Lagoon and to modify the existing drainage system to manage groundwater levels in a way that is beneficial to the desired environmental goals.

A Waimakariri District Climate Change Scenario technical report prepared by NIWA in 2022 suggests the sea level will rise by half a meter by the year 2090 under moderate (RCP4.5) climate change scenario. Under high intensity scenario (RCP8.5) this could occur as early as 2060. Sea level rise will have major implications for the hydrology and ecology of the coastal park and adjacent coastal strip.

## Objective: Ecology

The ecological values and processes and the water quality of Tūtaepatu Lagoon are protected and enhanced to a condition where the continual harvesting of quality mahinga kai is possible, and an on-going programme of preservation and restoration throughout the Tūhaitara Coastal Park preserves the natural features.

### Policies

- 1 To restore a “Tūtaepatu Lagoon to Sea” corridor, containing representative indigenous flora and fauna communities by 2030.
- 2 To establish indigenous riparian planting around Tūtaepatu Lagoon.
- 3 To promote the natural regeneration of indigenous vegetation.
- 4 To identify and protect features of existing significant indigenous vegetation.
- 5 To identify potential “hubs” for restoration in specific locations throughout Tūhaitara Coastal Park.
- 6 To work with community groups, lease-holders and Tūhaitara Coastal Park neighbours to help achieve the goal of preservation and restoration of Tūhaitara Coastal Park.
- 7 To gain sufficient funding to support restoration.
- 8 To restrict recreational and commercial activities where they may adversely impact upon a restoration project or area.
- 9 To maintain existing farming leases where they have low effects on natural features within Tūhaitara Coastal Park, are of benefit to land management or maintain land in an adequate state for future restoration work.
- 10 To limit the impacts of encroachment by neighbouring landowners within Tūhaitara Coastal Park by: identifying the boundaries of Tūhaitara Coastal Park where inappropriate encroachment exists; advising land owners of the existence of an encroachment; defining a time limit within which the encroachment should be removed; and by assisting neighbours to preserve and restore features within Tūhaitara Coastal Park that preserves and enhances the landscape values of Tūhaitara Coastal Park land.
11. To identify, assess, and control plant and animal pests that threaten the preservation of natural features using the most effective and appropriate methods.
- 12 To identify and implement methods to prevent the infestation of animal and plant pests into Tūhaitara Coastal Park.
- 13 To gradually replace existing “protection forests” with indigenous species.

- 14 To consider the re-introduction or further distribution of threatened species to wetlands and dunes.
15. To ensure that all programmed restoration includes a maintenance programme to ensure the long term success of the restoration.

### **Objective: Hydrology**

To enhance the quality and quantity of water, which will create wetlands, lagoons and waterways.

#### **Policies**

- 1 To increase natural water flow throughout Tūhaitara Coastal Park and in particular into Tūtaepatu Lagoon by working with neighbours.
- 2 To increase ground and surface water levels in wetland enhancement areas, including Tūtaepatu Lagoon, by modifying, managing and monitoring the land drainage system.
- 3 To support any actions that will improve the quality of the water entering Tūhaitara Coastal Park.

### **Objective: Coastal Protection**

To maintain a stable dune plant community which minimises adverse effects of coastal processes, including sea level rise on Tūhaitara Coastal Park and neighbouring private properties.

#### **Policies**

- 1 To manage the dune plant communities to reduce risks of dune blow-out and storm damage while enhancing and preserving the dune area as habitat for native plants and animals.
- 2 To restrict recreation activities where they significantly threaten the integrity of the dunes.
- 3 To restrict motorised vehicles to formed roads and carparking.
- 4 To implement appropriate adaption to minimise climate change effects on Tūhaitara Coastal Park.



## 8 Recreation

The recreational uses of Tūhaitara Coastal Park are many and varied. Many neighbouring residents visit the reserve almost daily to walk their dogs, while families from Christchurch might visit only once or twice a year for beach-oriented camping holidays, picnics and beach activities. Key recreation resources within or adjacent to the reserve include:

- Waimakariri River mouth (outside the reserve boundary – Environment Canterbury/Waimakariri District Council)
- Parking areas at road ends in Pines Beach (legal road, maintained by Waimakariri District Council)
- Woodend Beach Road (legal road – carpark and toilet block maintained by Waimakariri District Council)
- Three other legal roads accessing the beach (ends maintained by Waimakariri District Council)
- Woodend Camping Ground
- Woodend open space (Recreation Reserve, maintained by Waimakariri District Council)
- Pegasus Bay Walkway (Originally Department of Conservation)
- Numerous minor tracks (many not maintained)
- Equestrian trails at Pines and Woodend within the reserve
- Pegasus Beach carpark, toilet block, access road and reserve strip (owned and maintained by Waimakariri District Council and located within Tūhaitara Coastal Park.
- The beaches within Tūhaitara Coastal Park above Mean

High Water Spring, Note: below Mean High Water Springs activities are managed through the Waimakariri District Council Northern Pegasus Bay Bylaw and by Environment Canterbury.

- Tūtaepatu Lagoon (Te Rūnanga o Ngāi Tahu)
- Te Kōhanga Wetlands and Kaitiritiri Ridge

The Northern Pegasus Bay Bylaw applies to the foreshore and adjacent strip. This bylaw helps to protect the vulnerable dune system through controlling activities such as four wheel driving and riding motorcycles.

The Pegasus Bay Walkway stretches from Kaiapoi to Waikuku and a substantial portion lies within Tūhaitara Coastal Park. It was originally developed by the NZ Walkways Commission but in 1987 the work of the Commission was absorbed into the Department of Conservation. In early 2000 the Department of Conservation completed a review of the walkway network in the Canterbury area and concluded that since the Pegasus Bay Walkway passed over land mostly administered by the Waimakariri District Council, the council was the more appropriate administering authority. The walkway is not gazetted under the Walkways Act 1990.

The Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998 allows for ‘appropriate public access’ to Tūtaepatu Lagoon, except for those times when, after notification in the local newspaper, a rāhui is applied. The Act also requires Te Rūnanga o Ngāi Tahu to grant a walkway over the south-eastern corner of Tūtaepatu Lagoon and that dogs be prohibited from within Tūtaepatu Lagoon’s land holding.



## Objective: Recreation

To develop a regional coastal recreation reserve offering a range of activities and opportunities that are compatible with the preservation of Tūhaitara Coastal Park's natural features. These include Ngāi Tahu whānui values, which are enhanced by improving services to encourage recreational users adopt a sense of individual guardianship of the Reserve and Lagoon.

### Policies

- 1 To provide public access and recreation use compatible with mahinga kai, and the natural features of the Reserve and Lagoon.
- 2 To prohibit recreational development around Tūtaepatu Lagoon as set out in the Act.
- 3 To develop a network of walking and mountain biking tracks within Tūhaitara Coastal Park.
- 4 To explore opportunities for recreational equestrian activities.
- 5 To maintain diversity in track standards, from low-grade surfaces in remote areas to high-quality in high use areas (especially those prone to erosion), to allow a variety of experiences.
- 6 To recognise and provide for areas of activity at identified locations and also areas of remoteness and quietness.
- 7 To manage formal roads and carparks to improve parking and pedestrian access opportunities.
- 8 To prohibit motor vehicles (except for emergency and operational vehicles) within Tūhaitara Coastal Park.
- 9 To maintain existing 'recreation' leases with public and private agencies where there is clear benefit to public recreational uses of Tūhaitara Coastal Park.
- 10 To permit new recreation leases to public and private agencies for local, regional, national and international facilities where these do not compromise the values or features of Tūhaitara Coastal Park (and where consultation with stakeholders has been taken into account).
- 11 To plan and provide for recreation activities and facilities in a way that minimises recreational use conflicts.
- 12 To support agencies which wish to stage events within Tūhaitara Coastal Park where the events have clear public good benefits, no adverse environmental impacts, and which support the vision and goals of this management plan (subject to section 6.3 Occupation agreements).
- 13 To encourage and work with community and other volunteer groups who wish to work with Te Kōhaka o Tūhaitara Trust to develop and maintain appropriate recreation facilities.
- 14 To provide signs throughout Tūhaitara Coastal Park to indicate recreation opportunities and the responsibilities of individual guardianship.
- 15 To implement dog prohibition measures to ensure the Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998 is complied with.
- 16 To implement appropriate dog control measures to minimise conflict between dogs and their owners and other recreational users of Tūhaitara Coastal Park and prevent any public nuisance that might arise from this use.
- 17 To develop site-specific concept development plans, particularly in response to proposals for developments or projects which may attract high public use, have high potential impact on the values of Tūhaitara Coastal Park or are large in scale, and to consult with stakeholders on the appropriateness of these plans.
- 18 To work with other agencies such as the Waimakariri District Council, Environment Canterbury and the Department of Conservation to coordinate the provision of recreation facilities and opportunities across the Coast Reserve and adjacent coastal areas.
- 19 To take climate change into account when deciding in the location and suitability of recreation facilities and structures.



## 9 Community involvement

The vision for Tūhaitara Coastal Park is one that is shared by many communities of interest in Canterbury. Te Kōhaka o Tūhaitara Trust recognises that the task of achieving the vision will be enhanced with the involvement of the community.

Community involvement can take many forms. Groups and individuals may:

- adopt an area of the reserve and manage a restoration project on it;
- champion and fund-raise for the reintroduction of specific species to the reserve;
- maintain the area of Tūhaitara Coastal Park immediately adjacent to their private property to enhance their immediate landscape and environmental values, if consistent with Te Kōhaka o Tūhaitara Trust's wider goals;
- 'police' illegal activities, such as rubbish dumping and the use of off-road vehicles within Tūhaitara Coastal Park;
- attend organised planting and clean-up days;
- donate funds to specific enhancement projects, or assist with fund raising activities.

### **Objective: Community involvement**

To develop community partnerships which will assist in the achievement of the objectives of this plan.

### **Policies**

- 1 To encourage and support volunteer groups in their involvement in development of the Tūhaitara Coastal Park, in accord with this plan.
- 2 To publicise opportunities for community involvement and develop a volunteer programme to ensure all efforts are well-directed, enjoyable and supportive of this Management Plan.
- 3 To develop formal agreements to ensure clarity between the parties or agencies wishing to assist the Te Kōhaka o Tūhaitara Trust with its work over the long term.





## 10 Education

The value an individual places upon a resource is largely dependent upon their personal associations with the site and their understanding of its social, cultural and physical environment. Many of the values of Tūhaitara Coastal Park – especially its cultural and ecological values – are often not immediately apparent. Te Kōhaka o Tūhaitara Trust recognises that the local community and many visitors will value the reserve because of their personal association to the locality. However, by encouraging a deeper understanding of its features, the vision for the reserve will be more easily achieved and the quality of the visitor experience greatly enhanced.

Education about the features of the reserve can be achieved in many ways. These include:

- incorporating educational components to volunteer activities;
- providing school education kits and guided tours;
- working with tertiary institutions in carrying out mutually advantageous research programmes;
- developing appropriate signs and interpretation panels;
- accessing local, regional and national media;
- designing recreation resources – such as tracks – to lead visitors into educational experiences (such as a transect from wetlands to sea);
- encouraging one-on-one contact between reserve advocates and casual visitors.

### Objective: Education

To increase visitor and community awareness of the social, cultural, historical, environmental and recreational values of Tūhaitara Coastal Park and encourage the adoption of a personal sense of guardianship.

### Policies

- 1 To promote the benefits of retaining, developing, maintaining and protecting Tūhaitara Coastal Park for future generations.
- 2 To consider all interactions by users of Tūhaitara Coastal Park as educational opportunities.
- 3 To provide signage within Tūhaitara Coastal Park that incorporates educational components, focusing on social, cultural, environmental, historical and ecological features and the behaviours that will help protect and preserve the Reserve.
- 4 To provide education information in a variety of forms that will inform Tūhaitara Coastal Park visitors.
- 5 To utilise the logos of Te Kōhaka o Tūhaitara Trust and the Tūhaitara Coastal Park to help develop a sense of place.
- 6 To maintain on-going relationships with members of the media to publicise the activities of Te Kōhaka o Tūhaitara Trust and the values of Tūhaitara Coastal Park.
- 7 To assist volunteer groups in the education of their members about Tūhaitara Coastal Park's values.



# 11

## **Kairaki Beach fee simple lands** **(non-recreation reserve)**

This area of Tūhaitara Coastal Park is intended to integrate well with the neighbouring private properties in Kairaki, as it is a continuation of adjacent land use.

### **Vision**

**An attractive vibrant coastal setting which provides opportunities for residency in non-permanent buildings, and which do not detract from the natural values of the environment.**

### **Mission**

**To lease sections to allow a mixture of non-permanent structures which support the community's desire of returning vibrancy to the area and provide the Trust opportunities to generate revenue to fund its work in the recreation reserve lands, including coastal protection, restoration, and education.**

### **Values**

Rangatiratanga Leadership

- Accountability Respect

Manaakitanga

- Community Safety Empowerment

Ahi kā

- Reliable Diverse Resilient

Tohungatanga

- Ethical Expertise Professionalism

Tikanga

- Balance Consistency Honesty

Kaitiakitanga

- Competence Responsibility Stewardship

### **Policies**

- Conditions for leasing the lands will be set out within the Kairaki Beach 'Deed of Lease'
- The policies in this management plan will apply to the non-reserve land at Kairaki Beach, except where exceptions are stated within the 'Deed of Lease' or where they are not relevant to the intended objective for this land.



## 12 Future Works Programmes

Following approval of this Tūhaitara Coastal Park Management Plan, Te Kōhaka o Tūhaitara Trust will develop future work programmes. These programmes may encompass some of the following works. A specific restoration programme will be required for Tūtaepatu Lagoon. Maintenance programmes will be required for all future works undertaken.

The 10 and 200 Year Plans indicate the outcome of these works.

### Tūtaepatu Lagoon

- Open up waterways into Tūtaepatu Lagoon
- Continue native revegetation
  - at the margins of Tūtaepatu Lagoon – thinning of willows to encourage the natural spreading of existing and newly established native margins
  - along the banks of the waterways entering into Tūtaepatu Lagoon
  - along a transect walkway from Tūtaepatu Lagoon to the beach
- Construct interpretation node at Tūtaepatu Lagoon including boardwalk and platform by water's edge.
- Construct transect walkway from Tūtaepatu Lagoon to the beach.

### Tūhaitara Coastal Park – General

- Realign, widen and re-surface the Pegasus Bay Walkway from Kairaki to Waikuku
- Construct sections of boardwalks along the Pegasus Bay Walkway where required
- Investigate with the land owner the feasibility and construction of a foot-bridge at the Kairaki Yacht Cub (across the Kairaki Stream)
- Construct entry gates/bollards along the walkway
- Design of Tūhaitara Coastal Park signage (colour schemes and style).
- Construct and install signs.
- Construct link walkways to the beach
- Continue native revegetation along beach link walkways and at interpretation nodes
- Fence off areas of native revegetation
- Consider the further development of the Woodend Beach Picnic Area, including the development of additional play opportunities, open space and planting, in conjunction with the Waimakariri District Council.
- Complete the construction of a new Te Kōhaka o Tūhaitara Trust Headquarters/Education Centre at Woodend Beach.

# Appendix 1: Ngāi Tahu (Tūtaepatu Lagoon Vesting) Act 1998

---

## SCHEDULE 1

### Description of Tūtaepatu Lagoon

The piece of land containing 49.2357 hectares, more or less, being Rural Section 40464 in Block XII, Rangiora Survey District, on S.O. 13696, and being part of the land comprised and described in certificate of title No. 9A/1226 (Canterbury Land Registry).

## SCHEDULE 2

### Description of New Reserve

The pieces of land in the following recreation reserves:

- (a) Kairaki Recreation Reserve - containing 106.4693 hectares, more or less, being all the land in reserves 4059, 4472\*, 4482\*, and 5186, and Rural Section 41097:
- (b) Waikuku recreation reserve - containing –  
First, 52.4441 hectares, more or less, being all the land in areas A and B on S.O. 19762 in Blocks VIII and XII, Rangiora Survey District, and being part of the land comprised and described in certificate of title 9A/1225 Limited (Canterbury Land Registry):  
Second, 62.3786 hectares, more or less, being all the land in areas C, D, E, F, and G on S.O. 19763 in Block VIII, Rangiora Survey District, and being part of the land comprised and described in certificate of title 9A/1225 Limited and in Gazette Notice 471870.1 (Canterbury Land Registry):  
Third, 75.7576 hectares, more or less, being Rural Section 39925 on S.O. 11471 situated in Blocks VIII and XII, Rangiora Survey District, and being part of the land comprised and described in certificate of title 9A/1225 Limited (Canterbury Land Registry) and in part Aotearoa New Zealand Gazette 1925, page 1101:
- (c) Woodend Recreation Reserve - containing 172.9478 hectares, more or less, being all the land in Reserve 5281, and Rural Sections 39897, 41088, 41089 and 41090:
- (d) Recreation Reserve - containing, 33.8468 hectares, more or less, being all the land in Part Reserve 4058 on S.O. 5813.

## SCHEDULE 3

### APPENDIX 3 OF THE DEED OF 'ON ACCOUNT' SETTLEMENT

#### Proposal for the Future Management of Tūtaepatu Lagoon

1. Tūtaepatu Lagoon/wetlands will be included in the management plan for the new reserve. Tūtaepatu Lagoon/wetlands will be appropriately restored and maintained for the benefit of present and future generations.
2. Appropriate public access to Tūtaepatu Lagoon/wetlands will be allowed except for those times when, after notification in the local newspaper, a rāhui is applied (in accordance with the Tūtaepatu Lagoon Vesting Act 1998).
3. Scientific research and observation of the flora and fauna will be actively encouraged by Te Rūnanga, with a particular emphasis on Ngāi Tahu's philosophy of sustainable management.
4. The North Canterbury Fish and Game Council will have the opportunity to contribute its expertise.
5. There will be no harvesting or taking or killing of native and introduced birds or their eggs in a manner which would be inconsistent with the role of Tūtaepatu Lagoon in the management and maintenance of waterfowl and other birds in North Canterbury. Dogs will be prohibited."



## Appendix 2: Glossary

---

**Te Kōhaka o Tūhaitara Trust has provided the following interpretations:**

### **TŪHAITARA**

Was an ancestress of Tūāhuriri. The occupiers of the Kaiapoi Pā and North Canterbury area were known as the Tūhaitara people or hapū. This hapū name has now been replaced with the hapū name of Ngāi Tūāhuriri. The use of the name Tūhaitara has often been used throughout the South Island indicating where mahinga kai sites are.

### **KŌHAKA**

Refers to a nest, to the season of spring, indicating a time to apply vision new concepts, the sowing of thoughts and seeds.

### **KĀINGA NOHONGA**

Occupational area that may be temporary, providing shelter and access to gathering the natural resources, including food and medicines.

### **KAITIAKI**

A non-human guardian that relates to a human.

### **KAITIAKITANGA**

The exercise of guardianship and includes the ethic of stewardship and sustainable management.

### **KAWA**

Rules of protocol and procedure.

### **MAHINGA KAI**

Those places where food was produced or procured. It includes all the natural resources of kai ika (fish) kai moana (food from the sea) kai awa (food from the waterways, rivers and streams) kai manu (birds) kai roto (food from lakes and wetlands) kai rakau (food from the land).

### **MANA**

Integrity, status, prestige, dignity, influence, respect.

### **MAURI**

Life force or essence inherent in all things, both animate and inanimate as well metaphysical or metaphorical.

### **PAPATIPU RŪNANGA**

Marae-based councils. The Papatipu Rūnanga of Ngāi Tahu Whānui as referred to in the First Schedule Te Rūnanga o Ngāi Tahu Act 1996.

### **TIKANGA**

Customs of Māori that incur reciprocal obligations.

### **TINO RANGATIRATANGA**

Used in article 2 of the Treaty of Waitangi that refers to full chieftainship, authority and self-determination over the lands and customary resources (such as mahinga kai) and valuable treasures of the individual Ngāi Tahu and their whanau and hapū wherever they may exist.

### **URUPĀ**

Places where the dead have been buried.

### **WAIKUA**

The spiritual essence, and soul of all things that do exist.

### **WHAKAPAPA**

The genealogy of persons and all things that do exist, that gives effect to mana, mauri, wairua and tino rangatiratanga.

### **WHĀNUI**

The collective of individuals who descend from the primary hapū of Waitaha, Ngāti Māmoe, and Ngāi Tahu, namely Kāti Kurī, Kāti Irakehu, Kāti Huirapa, Ngāi Tūāhuriri, and Kai Te Ruahikihiki.

Land Governance Deed

Date: 3 April 2009

Parties:

1. Pegasus Town Limited ("PTL")
2. Te Rūnanga o Ngāi Tahu ("TRONT")
3. Te Rūnanga o Ngāi Tahu ("TRONT")
4. Waimakariri District Council ("WDC")

Background

- A. PTL is the owner and developer of Pegasus Town and the Pegasus Golf Course being developed on the ancestral lands and surrounding waterways of Ngāi Tahu adjacent to Kaipoi Pā ("the Land").
- B. TNT is the Papatipu Rūnanga holding *manawhenua* over the Land. TNT's *takiwa* (territory) centres on Tuahiwi and extends from the Hurunui River in the north to the Hakatere River in the south, sharing an interest with the Arowhenua Rūnanga northwards to Rakaia, and thence inland to the Main Divide. TNT's complete legal description is "Te Ngāi Tahu Rūnanga Incorporated".
- C. TRONT, the tribal representative body of Ngāi Tahu, Whānui, is a body corporate established on 24 April 1996 under section 8 of Te Rūnanga o Ngāi Tahu Act 1996. Section 15(1) of the TRONT Act states that "Te Rūnanga o Ngāi Tahu shall be recognised for all purposes as the representative of Ngāi Tahu Whānui." Notwithstanding its statutory status as the representative voice of Ngāi Tahu Whānui, Te Rūnanga accepts and respects the right of individual Papatipu Rūnanga to represent their respective interests, values and mana.
- D. WDC is the relevant local authority in respect of the Land and as such will ultimately become the owner of various sites within the Land either by way of the vesting provisions in the Waimakariri District Plan (WDP) or by way of voluntary agreement.
- E. PTL and WDC acknowledge TNT as *manawhenua* of the Land and recognise that TNT has responsibilities as *kaitiaki* or guardians of the Land and surrounding area.
- F. Subject to PTL gaining all necessary consents and other authorisations, this Deed sets out the respective obligations of the parties in relation to the future development, maintenance and management of specific sites within the Land.

It is agreed

1. Definitions and interpretation

- 1.1 For the purposes of this Deed:
  - "Additional Residential Lots" means the proposed nine additional residential lots adjacent to the Open Space Area shown as such on the Concept Plan;
  - "Balance MCA" means that part of the MCA other than the Lease Site;
  - "Concept Plan" means the plan attached at Appendix 5;

111020048695  
DDS-11-01



TRM Record Number

LAND GOVERNANCE DEED

between  
Pegasus Town Limited  
and  
Te Rūnanga o Ngāi Tahu  
and  
Te Rūnanga o Ngāi Tahu  
and  
Waimakariri District Council

ANDERSON



"ECMA" means the Eastern Conservation Management Area being the area of land shown as such on the Outline Development Plan;

"Garden of Remembrance" means that area within the Open Space Area shown as such on the Concept Plan;

"Kaitiaki" according to Maori world view, refers to a person, group or being that acts as a caret, guardian, protector and conservator of natural and cultural heritage, tangible and intangible (e.g. local waterways & intellectual property);

"Kumara Gardens" means that area of land shown as such on the plan attached at Appendix 7 marked "Site Features Map for Mapleham";

"Land" means that land shown on the Outline Development Plan and the immediately surrounding area on which the development of Pegasus Town and the Pegasus Golf Course is being carried out, and includes all associated waterways and natural resources;

"Lease Site" means that part of the MCA shown on the plan attached at Appendix 3 contained within that area edged with a broken black line and containing approximately 3600m<sup>2</sup>;

"Mana Whenua" means an iwi (tribe) or hapū (sub-tribe) who exercises customary authority in an identified area. It also refers to the customary authority itself;

"Pegasus Golf Course" means that area of land shown in part at Appendix 2 adjoining the WRCA, on which PTL is constructing a golf course and related facilities;

"MCA" means that area of land shown as the Mudfish Conservation Area on the Outline Development Plan shown as such on the concept plan attached as Appendix 3;

"Memorial Feature" means the memorial feature to be erected in the Open Space Area shown as such on the Concept Plan;

"Ngāi Tahu Whanui" means the collective of individuals who descend from the five primary hapu of Ngāi Tahu (Ngāi Kuri, Ngāi Irakehu, Ngāi Huirapa, Ngāi Tuahuriri and Ngāi Te Ruahikihiki), Ngāi Mamoe and Waitaha;

"Papatipu Rūnanga" means the Papatipu Rūnanga of Ngāi Tahu Whanui referred to in section 9, and set out in schedule 1 of Te Rūnanga o Ngāi Tahu Act 1996;

"Open Space Area" is that area shown as "Open Space" on the Outline Development Plan;

"Outline Development Plan" means Planning Map 142 of the WDP attached at Appendix 1;

"Place of Worship" means that area within the Open Space Area shown as such on the Concept Plan;

"Tairutu Gully" means that area of land shown on the concept plan attached at Appendix 2;

"Tairutu Gully Pā" means the Pā intended to be built within the Pegasus Golf Course in accordance with clause 13;

"WDP" means the Waimakariri District Plan;

"Working Days" has the meaning given to it in the Property Law Act 2007; and

"WRCA" means that area of land identified as the Western Ridge Conservation Area on the Outline Development Plan, known also as "Hohou-Pounamu" and to be renamed "Kaitiiriri Ridge".

1.2 In this Deed, unless the context otherwise requires:

a. a reference to a party to this Deed includes that parties' successors in title, personal representatives and permitted assigns;

b. a reference to a person includes any other entity or association recognised by law and vice versa;

c. words referring to the singular include the plural and vice versa;

d. clause headings are for reference purposes only;

e. everything expressed or implied in this Deed which involves more than one person binds and benefits those people jointly and severally;

f. references to money shall be deemed to be references to New Zealand currency;

g. a reference to a statute includes:

i. all regulations under that statute; and

ii. all amendments to that statute; and

iii. any statute substituting for it which incorporates any of its provisions.

2. **Western Ridge Conservation Area ("WRCA")**

2.1 The parties acknowledge that it is a requirement of rule 32.1.1.39(d) of the WDP that the WRCA is to only be used for the protection of archaeological and historic cultural values, and that any subdivision consent which includes land in the WRCA contains conditions ensuring that the historic and cultural values of the area are respected. It is also a requirement of the authorisation in favour of PTL under section 12 of the Historic Places Act 1993 in respect of the WRCA that the WRCA is dealt with in a culturally appropriate way.

2.2 Subject to PTL obtaining and complying with all necessary consents and authorisations required for development, PTL will develop the WRCA generally in accordance with the concept plan and protocol for the WRCA attached at Appendix 2 which has been developed by TNT in discussion with PTL. In particular and without limitation, PTL will:

a. fully landscape the WRCA in native plantings;

b. facilitate public access along and across the WRCA by erecting purpose built walkways and cycle ways generally in accordance with those shown in Appendix 2; and

2.3 Once fully developed under clause 2.2, PTL will transfer to WDC and WDC will accept the transfer of the WRCA for nil consideration and the WRCA will vest in WDC as a local purpose reserve. PTL and WDC will sign all documents necessary to affect the vesting of the WRCA in WDC as a local purpose reserve.

2.4 TNT, in consultation with PTL, wish to rename the WRCA to Kaitiiriri Ridge. TNT and PTL agree to submit a joint proposal to the New Zealand Geographic Board under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 proposing to change the name of the WRCA to Kaitiiriri Ridge.

*Handwritten signature*

*Handwritten signature*



- 2.5 Each of the parties to this Deed agrees to make a submission in support of this proposal and agrees not to object to the proposal. The proposal will be submitted to the New Zealand Geographic Board as soon as practicable after the date of this Deed.
3. **Mudfish Conservation Area ("MCA") – Lease Site**
- 3.1 The parties acknowledge the zone rules in the WDP anticipate that the MCA will be used for mudfish conservation purposes. However subsequent ecological investigations indicate that the MCA is now generally unsuitable for this purpose due to hydrological changes. An alternative area within the ECMA is now considered to be more suitable for mudfish conservation.
- 3.2 The parties further acknowledge that as the MCA is strategically located on one of the major arterial routes for Pegasus Town and provides an appropriate gateway or entrance point to the WRCA, PTL and TNT consider that the MCA is an appropriate location for the establishment of a museum and centre of cultural celebration.
- 3.3 PTL will at its cost apply for all necessary consents to obtain a separate certificate of title for the Balance MCA and the Lease Site. Subject to obtaining all such consents, PTL will arrange for a survey of the Balance MCA and the Lease Site to be completed and sign all documents and do all things necessary to enable separate certificates of title to issue for the Balance MCA and the Lease Site.
- 3.4 Upon the signing of this Deed PTL will pay to TRONT for the benefit of TNT the sum of \$50,000 inclusive of GST (if any) to enable TNT to conduct a feasibility study into the development of a museum and cultural centre on the Lease Site.
- 3.5 If TNT elects to proceed with the development of a museum and cultural centre on the Lease Site following the feasibility study, and notifies PTL of such election in writing, within 15 Working Days of receiving notice of such election PTL will pay to TRONT to be held on trust for the benefit of TNT the sum of \$150,000.00 inclusive of GST (if any) to allow TNT to apply for and obtain all necessary land use resource consents to erect and operate a museum and cultural centre on the Lease Site.
- 3.6 It will be the responsibility of TNT to apply for all necessary consents and approvals (including land use consents) to enable the Lease Site to be used for the purposes of a commercial museum and cultural centre operation. The terms and conditions of all such consents and approvals shall be subject to the approval of PTL (such approval not to be unreasonably or arbitrarily withheld or delayed).
- 3.7 If:
- the land use consents for the development of a museum and cultural centre on the Lease Site are approved by PTL under clause 3.6; and
  - TNT elects to proceed with the development of the museum and cultural centre in accordance with such land use consents,
- TNT will provide plans and specifications for the proposed museum and cultural centre (including a description of all proposed materials and colour schemes for the structure) to PTL for approval. Such approval will not be unreasonably withheld or delayed provided that such plans and specifications are appropriate given the features of the surrounding land. TNT will not apply for building consents for the museum and cultural centre or commence any development until such approval has been received.

- 3.8 If the plans and specifications are approved by PTL under clause 3.7, TNT will apply for all necessary building consents to carry out the development of the museum and cultural centre. Once such building consents have been issued and provided those consents are consistent with what PTL has approved and in order to allow commencement of the development of the museum and cultural centre, then subject to PTL's approval under clause 3.9 PTL will pay to TRONT to be held on trust for the benefit of TNT the sum of \$300,000.00 inclusive of GST (if any) to be applied towards the cost of development of the museum and cultural centre.
- 3.9 Prior to PTL making the payment referred to in clause 3.8, TNT will provide PTL with a project budget outlining the intended costs for the various stages of the development of the museum and cultural centre for approval (such approval not to be unreasonably withheld).
- 3.10 Once construction of the museum and cultural centre has commenced, TNT must complete the construction of the museum and cultural centre diligently and in a good and workmanlike manner to ensure completion of the museum and cultural centre within 30 months of payment by PTL of the sum referred to in clause 3.8.
- 3.11 Upon building consents for the museum and cultural centre being issued, PTL will transfer and WDC will accept the transfer of the Lease Site for nil consideration which will be vested in WDC as a local purpose reserve.
- 3.12 The parties recognise that the perpetual lease of the Leased Site will require a subdivision consent to separate the Lease Site from the Balance MCA. PTL will use all reasonable endeavours to obtain a subdivision consent to separate the Lease Site from the Balance MCA. If such consent is not obtained (PTL having first used all reasonable endeavours to obtain such consent) the lease of the Leased Site will be for a term of 33 years, and shall be otherwise on the terms of this Deed.
- 3.13 The vesting of the Lease Site in WDC as local purpose reserve will be subject to WDC granting a lease of the Lease Site to TNT, such lease to include (without limitation) the following terms:
- the commencement date of the lease will be 10 Working Days after the date that the MCA is vested in WDC;
  - the term of the lease will be 33 years with perpetual rights of renewal each of 33 years;
  - the condition required by section 61(2B)(b) of the Reserves Act 1977;
  - the terms set out in Appendix 4;
  - any other terms agreed between WDC and TNT.
- 3.14 PTL will not be required to transfer the Lease Site to WDC until such time as an agreement to lease has been entered between WDC and TNT reflecting the terms set out in clause 3.12.
- 3.15 If TNT elects not to proceed with the development of the museum and cultural centre on the Lease Site (whether due to the unavailability of land use or building consents or otherwise and on the basis that such election may only be made prior to commencement of construction) TNT will return any money paid by PTL to TNT under this clause 3 which has not been spent for the purposes set out in this clause, and no party shall have any rights against any other party in respect of development or vesting of the



Lease Site, provided that PTL may offer to vest the Lease Site in WDC without the lease of the Lease Site to TNT.

3.16 For avoidance of doubt, the cost of obtaining any land use consents, carrying out the feasibility study referred to in clause 3.4 or construction of the museum and cultural centre will be at the cost of TNT to the extent that such costs exceed the amounts paid to TNT by PTL under this clause 3. To the extent that there are surplus funds available following the carrying out of the feasibility study, obtaining consents and approvals for, and constructing, the museum and cultural centre, these funds will be retained by TRONT to be held on trust for the benefit of TNT.

3.17 TNT will use the amounts paid to it (or to TRONT for TNT's benefit) by PTL under this clause 3 only for the purposes specifically set out above for each separate amount and for no other purpose other than the building of the museum and cultural centre.

#### 4. MCA – Balance Land

4.1 PTL will develop the Balance MCA as a remnant wetland habitat in recognition of its historic nature and character.

4.2 PTL will incorporate this site within an overall conservation management plan for all cultural heritage features across the site.

4.3 Once fully developed as a wetland and planted areas, PTL will transfer to WDC and WDC will accept the transfer of the Balance MCA for nil consideration, with the Balance MCA to vest in WDC as a local purpose reserve consistent with the objectives of the WRCA.

#### 5. Open Space Area - Place of Worship

5.1 The parties have identified part of the Open Space Area as an appropriate site for a multi denominational place of worship particularly given its proximity to the Kaiapoi Pā (wahi tapu).

5.2 The parties acknowledge that various churches have expressed interest in developing the Place of Worship and it is anticipated that a trust may be formed by those churches to take transfer of the title to that part of the Open Space Area on which the Place of Worship is intended to be developed.

5.3 If the trust referred to in clause 5.2 is established:

a. it is intended that the trust will develop the Place of Worship in accordance with the draft Concept Plan; and

b. if PTL agrees to transfer that part of the Open Space Area to such trust:

i. PTL will require that the trust consult with both PTL and TNT on the design and specifications of the Place of Worship and to procure the approval of both PTL and TNT to such plans and specifications, in each case such approval not to be unreasonably withheld or delayed;

ii. PTL will procure that covenants are registered against the title to the relevant part of the Open Space Area in favour of TNT, to require that such land will only be used as a church or place of worship.

5.4 Subject to clause 5.3b TNT will not oppose, nor fund or encourage any other party to oppose, any applications made by PTL or any other party for consents to establish the Place of Worship.

*Handwritten signature/initials*

#### 6. Open Space Area – Garden of Remembrance & Memorial Feature

6.1 The parties have identified part of the Open Space Area as an appropriate place to develop a garden of remembrance and memorial feature to honour and remember those who have passed on, including those who lived and died at Kaiapoi Pā. The Open Space Area was identified as a buffer zone between the town's residential development and Kaiapoi Pā and provides an appropriate transition between town and wahi tapu.

6.2 In consultation with TNT & WDC, PTL will develop:

- a. the Garden of Remembrance, with native and traditional medicinal plantings; and
  - b. the Memorial Feature,
- each in accordance with the draft Concept Plan attached.

6.3 Once the Garden of Remembrance and the Memorial Feature are fully developed PTL will transfer to WDC and WDC will accept the transfer of those parts of the Open Space on which the Garden of Remembrance and Memorial Feature are erected at nil consideration with such areas to vest in WDC as a local purpose reserve consistent with the objectives of the WRCA.

#### 7. Open Space Area – Private Residential Area

7.1 Subject to PTL obtaining and complying with all necessary consents and authorisations, PTL intends to develop the Additional Residential Lots on part of the Open Space Area.

7.2 TNT have agreed the location of the Additional Residential Lots along the eastern boundary of the Open Space Area with PTL and TNT will:

- a. not oppose, nor fund or encourage any other party to oppose, any application made by PTL or any other party for consents to establish residential lots on Open Space Area; and
- b. if requested by PTL provide written approval to any consent applications by PTL to establish Additional Residential Lots in the Open Space Area.

7.3 PTL agrees that members of TNT will have a right of first refusal in respect of any sale by PTL of the Additional Residential Lots on the following terms:

a. before selling any Additional Residential Lots, PTL will give TNT written notice ("Offer") of the terms on which PTL is prepared to sell the Additional Residential Lots. The notice will be deemed to be an offer to sell the relevant Additional Residential Lots to any nominee of TNT at the price nominated by PTL in that notice;

b. the Offer will be deemed to include the provisions of the then current edition of the Real Estate Institute of New Zealand and Auckland District Law Society form of Agreement for Sale and Purchase of Real Estate, with any modifications specified in the Offer;

c. TNT will be entitled to nominate any purchaser for the relevant Additional Residential Lot and will advise PTL of the nominee;

d. that purchaser must give written notice to PTL accepting or declining the Offer within 20 Working Days of receiving it, time being of the essence.

*Handwritten signature/initials*



- 7.4 On written notice of accepting the Offer, the purchaser will immediately pay PTL a deposit equivalent to 10% of the price and set out in the Offer with the balance to be paid in cash on settlement which shall take place 20 Working Days after the nominee accepts the Offer under this clause.
- 7.5 If no nominee of TNT notifies PTL within the time specified in clause 7.3d (time being of the essence) or if the relevant nominee declines the Offer, PTL may sell the relevant Additional Residential Lot to any other person. The price at which the Additional Residential Lot is sold must be not less than that specified in the Offer.
- 7.6 Before selling the Additional Residential Lot at a lower price than specified in the Offer, PTL will make a new offer to TNT and such reoffer will be deemed to be an Offer under this clause.
- 7.7 The parties agree that TNT is solely responsible for providing nominees for the purposes of the right of first refusal in this clause, but shall have no liability under any agreement for sale and purchase for any Additional Residential Lot entered into by any nominee with PTL.
- 7.8 PTL may provide notice in respect of all or some of the Additional Residential Lots to nominees of TNT at any time.
8. **Farm House & Land South of Kaiapoi Pā**
- 8.1 PTL is the registered owner of the old farm house and land immediately south of the Kaiapoi Pā monument, Preecees Road, Woodend, being all that land within Lot 2 Deposited Plan 55666, Certificate of Title CB33A\1161
- 8.2 This piece of land was once part of the historic fortified Kaiapoi Pā. In time, it became physically separated from the remainder of the pa by the construction of Preecees Road, and has been occupied by local Pākehā (notably, the Petrie family) for a number of generations.
- 8.3 With respect to the heritage of this landscape, and in a spirit of goodwill to the descendants of those who lived and died at Kaiapoi Pā, PTL undertakes to transfer this piece of land to TNT, in trust on behalf of the people of Ngāi Tahu.
- 8.4 With the aforementioned in mind, and in consideration of TNT entering into and fulfilling its obligations to PTL under this Deed, PTL will settle on the transfer of this piece of land to TNT as soon as practicable following the signing of this Deed by all parties.
9. **Eastern Conservation Management Area**
- 9.1 The inclusion of a significant wetland environment within the Pegasus Town master plan resulted from negotiations between TRONT and the previous developers as mitigation to the adverse effects of storm water run-off from the development into the neighbouring Tutaiapu Lagoon.
- 9.2 It is proposed that the ECMA will be used for the protection of archaeological and historic cultural values, and the enjoyment, maintenance and enhancement of nature conservation values and associated recreation and education.
- 9.3 A management plan for the development, enhancement and maintenance of the ECMA has been submitted to WDC by PTL as part of applications for resource consent. This management plan is a condition of consent obtained by PTL and will guide future development of Te Kohanga Wetlands.

9.4 Within the ECMA, PTL will develop a 1.5 hectare Pā Harakeke (Flax Reservation) generally in accordance with the concept plan attached at Appendix 6 in recognition of the significant cultural values attached to natural resources found within a wetland ecosystem.

9.5 PTL will establish a trust to which it will transfer the land comprising Te Kohanga Wetlands and will ensure that any such Trust shall have TNT representation.

9.6 PTL will consult with TNT in the development of a management plan specifically for the Pā Harakeke.

9.7 PTL will grant (or will procure that the trust referred to in clause 9.5 will grant) a profit a prendre in favour of TNT to harvest flax and other plant species from within the 1.5 hectare Pā Harakeke.

9.8 TNT, in consultation with PTL, wish to rename the ECMA to Te Kohanga Wetlands. TNT and PTL agree to submit a joint proposal to the New Zealand Geographic Board under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 proposing to change the name of the ECMA to the Te Kohanga Wetlands.

9.9 Each of the parties to this Deed agree to make a submission in support of this proposal and agrees not to object to the proposal. The proposal will be submitted to the New Zealand Geographic Board as soon as practicable after the date of this Deed.

## 10. Kūmera Gardens

10.1 PTL will recognise the historic and cultural importance of the Kūmera Gardens by:

- retaining the two remnant borrow pits adjacent to hole 6 of the Pegasus Golf Course and registering them as wāhi taonga with the Historic Places Trust and within the WDP;
- demarcating the perimeter of the historic Kūmera Gardens with koromiko
- establishing interpretative signage in consultation with TNT which celebrates the uniqueness of the area comprising the Kūmera Gardens;
- incorporate this site within an overall conservation management plan for all cultural heritage features that shall be given effect to within the Pegasus Golf Course management and maintenance regime

## 11. Tairutu Gully

11.1 In recognition of the cultural and heritage values of Tairutu Gully, as part of the Pegasus Golf Course development, PTL will:

- clear Tairutu Gully of exotic vegetation;
- redevelop it into a wetland area with native vegetation;
- consult with TNT with a view to making a joint application to register the gully as wāhi tapu with the New Zealand Historic Place Trust (HPT) and within the WDP;
- classify the gully as a 'hazard' within the surrounding Pegasus Golf Course and fence its banks appropriately in order to keep the public out;
- incorporate this site within an overall conservation management plan for all cultural heritage features that shall be given effect to within the Pegasus Golf Course management and maintenance regime.



## 12. Taranaki Stream (née Kawari)

12.1 In recognition of the cultural and heritage values of the Taranaki Stream, as part of the Pegasus Golf Course development, PTL will undertake suitable riparian planting along that part of Taranaki Stream where it passes through the Mapleham property, with the aim of helping to improve the stream's water quality.

## 13. Tairutu Gully Pā

13.1 PTL has identified an ancient fortified site (pa) within the Pegasus Golf Course development that is presently being referred to as the Tairutu Gully Pā.

13.2 In recognition of the cultural and heritage values associated with this site, PTL will:

- a. Consult with TNT with a view to making an application to register the site as a wāhi tapu with the HPT and in the WDP;
- b. incorporate this site within an overall conservation management plan for all cultural heritage features that shall be given effect to within the Pegasus Golf Course management and maintenance regime.

13.3 The parties acknowledge that the applications under clauses 13.2a and 13.2b may be subject to a joint application for registration as a wāhi tapu area.

13.4 In consultation with TNT, PTL is currently designing the Tairutu Gully Pā as a key cultural heritage feature upon the surrounding landscape, and will meet the costs of that design and the construction of the Pā.

## 14. Tairutu Gully Kāinga

14.1 PTL has identified a pre-historic village site (kāinga) within the Pegasus Golf Course development which is presently being referred to as the Tairutu Gully Kāinga.

14.2 In recognition of the cultural and heritage values associated with this site, PTL will:

- a. Register the site as a wāhi tapu with the HPT and in the WDP
- b. incorporate this site within an overall conservation management plan for all cultural heritage features that shall be given effect to within the Pegasus Golf Course management and maintenance regime; and
- c. Consult with TNT in terms of how best to recognise the site within the surrounding Pegasus Golf Course development.

*Fh*

## 15. PTL'S Obligations

15.1 The obligations of PTL contained in clauses 2 to 14 (inclusive) of this Deed are subject to and conditional upon TNT meeting and continuing to meet its obligations under clause 17 of this Deed.

15.2 PTL shall use all reasonable endeavours to proceed to meet its obligations under clauses 2 to 14 (inclusive) of this Deed in a timely fashion. However, both TNT and WDC acknowledge that PTL gives no warranty as to the time it may take for PTL to meet its obligations nor that PTL will complete any of its obligations by any particular date.

## 16. WDC Obligations

16.1 When WDC becomes the registered proprietor of, or takes over the administration of any or all of the following areas:

- a. WRCA;
- b. Balance MCA;
- c. Those parts of the Open Space Area on which the Garden of Remembrance and the Memorial Feature are erected;
- d. Lease Site,

for each such area WDC shall continue to administer and manage such area for the purposes designated for that area by this Deed and in a manner consistent with the objectives for each applicable area as set out in this Deed. Where cultural and heritage matters arise, then WDC shall consult with TNT.

16.2 WDC shall prepare a management plan for all areas to be vested in WDC as reserve under this Deed, in accordance with the Reserves Act 1977. The parties will consult with each other in the drafting of the management plan to ensure that the provisions and principles of this Deed are reflected by the provisions of the management plan.

16.3 It is intended that the management plan prepared under this clause and under the Reserves Act 1977 will cover all of the areas vested or to be vested in WDC under this Deed, with specific sections relating to each individual area of reserve where necessary.

16.4 Prior to publicly notifying the draft management plan under section 41(6) of the Reserves Act 1977, WDC shall provide a copy of the draft plan to PTL and TNT for approval. WDC will use best endeavours to incorporate into the management plan any comments or suggestions received from PTL or TNT prior to giving public notice of the draft management plan.

16.5 WDC agrees that where any review or change to the management plan is intended, further consultation will be entered into with PTL and TNT in regard to any proposed changes to the management plan, and WDC will use best endeavours to incorporate any comments received from PTL or TNT in respect of any such changes.

16.6 Any by-laws made under this Deed and under the Reserves Act 1977 in respect of any areas vested in WDC shall be consistent with any management plan in place from time to time in respect of such reserves.

16.7 The management plan prepared in respect of reserves vested in WDC will provide for an advisory group which shall include representatives of PTL, TNT and WDC. The purpose of the advisory group will be to share information on the ongoing management and use of

*Fh*



the reserve areas and to consult on any proposed review or changes to the management plan for the reserves and any proposed by-laws.

#### 17. TNT Covenants

17.1 Notwithstanding clauses 5.4 and 7.2, as from the date of this Deed, TNT will not make any claim against, nor object to, nor issue any proceedings against PTL or any of its directors, officers, employees or related companies, in respect of any matter arising from or associated with this Deed other than as may be necessary for TNT to enforce PTL's obligations as set out in this Deed.

17.2 TNT agrees that it will not oppose, nor fund any other party to oppose, any applications made by PTL or any other party for consent to subdivide any of the areas of land referred to in this Deed where such subdivision is reasonably necessary to fulfil PTL's obligations under this Deed.

#### 18. Further Assurances

18.1 Each party undertakes to do all acts and things and execute or sign all deeds and documents which may be required to be executed or signed to carry out or give effect to the provisions of this Deed.

#### 19. General Provisions

19.1 The parties agree that each party will meet their own costs in respect of this Deed.

19.2 This Deed sets out the entire agreement between the parties in relation to the matters provided for in this Deed and replaces all earlier negotiations, representations, warranties, understandings and deeds, whether oral or written, relating to those matters.

19.3 The parties acknowledge that all areas illustrated on the plans annexed to this Deed are approximate only and are in each case subject to final survey. No party shall have any claim against the other where the area or dimensions of any of the areas referred to in this Deed are altered, provided that the areas are substantially the same as shown on the annexed plans.

19.4 If any part of this Deed becomes invalid or unenforceable, the validity or enforceability of the remainder is not affected.

19.5 No modification or alteration of, or addition to any of the provisions of this Deed shall be made unless agreed in writing by all the parties to this Deed.

19.6 The rights and obligations of the parties under this Deed do not merge upon performance but remain enforceable in full notwithstanding any rule of law or in equity to the contrary.

19.7 No party shall assign this Deed or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of all other parties.

19.8 This Deed may be signed in any number of counterparts (including facsimile copies) all of which together constitute a binding contract when signed by the last of the parties.

#### 20. Dispute Resolution

20.1 The parties shall refer to mediation any dispute arising under or in relation to this Deed that has not been resolved directly by the parties within 15 Working Days of all parties being notified of the dispute. The mediation shall be conducted in terms of the LEADR New Zealand Incorporated standard mediation agreement. Any party may initiate

mediation in accordance with this clause by giving written notice to the other parties. The mediator and the mediator's fee shall be agreed by the parties, but if they cannot agree on those matters within 5 Working Days after the mediation has been initiated, then the mediator shall be appointed and the mediator's fee determined by the then chair of LEADR New Zealand Incorporated.

20.2 If the dispute is not resolved by mediation within 20 Working Days of the date that the mediation is initiated in accordance with clause 20.1, the parties will refer the dispute to a single arbitrator agreed by the parties, or if they cannot agree, nominated by the president of the New Zealand Law Society or the president's nominee. The arbitration will be conducted in accordance with the rules set out in schedules 1 and 2 of the Arbitration Act 1996.

20.3 The parties must continue to comply with their obligations under this Deed during the dispute resolution process, but any disputed payments may be withheld to the extent of the dispute.

20.4 This clause will not apply to:

- a. any dispute arising in connection with any attempted renegotiation of this Deed; or
- b. any application by any party for urgent interlocutory relief.

#### 21. Notices

21.1 Any notice or other notification ("Notices") given under this Deed must be in writing.

21.2 Notices may be served personally or sent to any of the relevant parties communication points listed below.

21.3 Each party will notify the other in writing of any changes to their communication points.

21.4 Any notices must be sent by registered post.

#### Pegasus Town Limited

Address: PO Box 68, Woodend 7641

Attention: John Beattie

Facsimile: +64 3 443 0089

Email: [jbeattie@infinitywanaka.com](mailto:jbeattie@infinitywanaka.com)

#### Te Rūmanga O Ngāi Tahu

Address: 219 Tuahimā Road, RD1 Kaiapoi

Attention: The Chairperson

Facsimile: +64 3 313 5542

Email: [tuahuriri@xtra.co.nz](mailto:tuahuriri@xtra.co.nz)

**Te Rūnanga O Ngāi Tahu**  
 Address: PO Box 13-046, Christchurch  
 Attention: The Chief Executive  
 Facsimile: +64 3 365 4424  
 Email: [Anake.Goode@ngaitahu.govt.nz](mailto:Anake.Goode@ngaitahu.govt.nz)

**Waimakariri District Council**  
 Address: Private Bag 1005, Rangiora 7440  
 Attention: The Chief Executive  
 Facsimile: (03) 313 4432  
 Email: [office@wmk.govt.nz](mailto:office@wmk.govt.nz)

**Execution**

Signed by Pegasus Town Limited as PTL:

*[Signature]*  
Director's signature

*[Signature]*  
Director's full name

*[Signature]*  
Director's signature

**JOHN STUART BEATTIE,**  
Director's full name

Signed by Te Rūnanga O Ngāi Tahu as TNT:

*[Signature]*  
Chairperson's signature

**Clare Marie Williams**  
Chairperson's full name

*[Signature]*  
Executive Member's signature

**SHAWN TE AMOINGO WHITTEN-CREWELLAN**  
Executive Member's full name

Signed by Te Rūnanga O Ngāi Tahu as TRONT:

*[Signature]*  
Chairperson's signature

**MARIS WILSON-SMITH**  
Chairperson's full name

*[Signature]*  
Chief Executive's signature

**MARK ADAMS MCBRY GARDNER**  
Chief Executive's full name

Signed by Waimakariri District Council by affixing its common seal in the presence of:



Common Seal

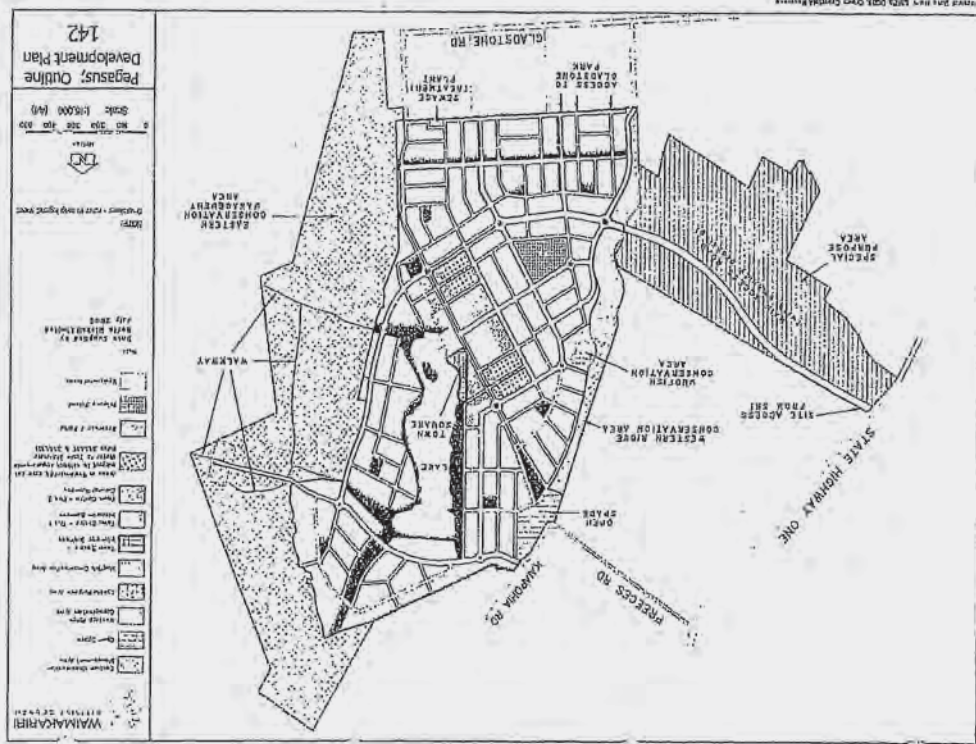
*[Signature]*  
Authorised Witness

*[Signature]*  
Authorised Witness

*[Handwritten mark]*



Appendix 2 -- Concept Plan & Protocol for WRCA



Appendix 1 -- Outline Development Plan

*Handwritten signature or initials.*

# Western Conservation Management Area PROTOCOLS

## BACKGROUND

The Western Ridge Conservation Management Area (WCMA) is, in essence, the ridge line that runs south from Kaiapoi Pa and divides Pegasus Town from the neighbouring Māpiahau development. Of the three recognisable dunes systems that have formed over time across the surrounding landscape, the "Western Ridge" is acknowledged as being the earliest (Witter August 2006). Oral history and previous archaeological investigations highlight significant historic occupation and use of the WCMA, including the famed greenstone industrial site "hohou-pounamu". The historic and cultural significance of this site was reinforced by the Hearings Commission in November 1998<sup>1</sup> which stated:

"If the Plan change sought by Pegasus Bay Coastal Estates Ltd is to obtain the recommendation of the Commissioners then it must be established that there are sufficient elements of mitigation present to ensure that these natural and physical resources are sustainably managed in a way that enables Ngāi Tahu to provide for their social, economic and cultural wellbeing."

Under the proposals that were being reviewed by the Commission at that time, the entire Western Ridge was to be designated a conservation area so that the archaeological and historic value of that site could be preserved and further archaeological investigations enabled if indeed this was what Ngāi Tahu and Ngāi Tahu desired.<sup>2</sup>

Section 32.1.1.39(d) of the Waimakariri District Plan was ultimately drafted and states that:

"Any subdivision consent which involves the 'Western Ridge Conservation Area' as shown on the District Plan Map 142 (either as an allotment or balance area) shall include conditions, determined following consultation between the applicant, Te Ngāi Tahu and Te Runanga o Ngāi Tahu, which ensure that the historic cultural values of this area are respected."

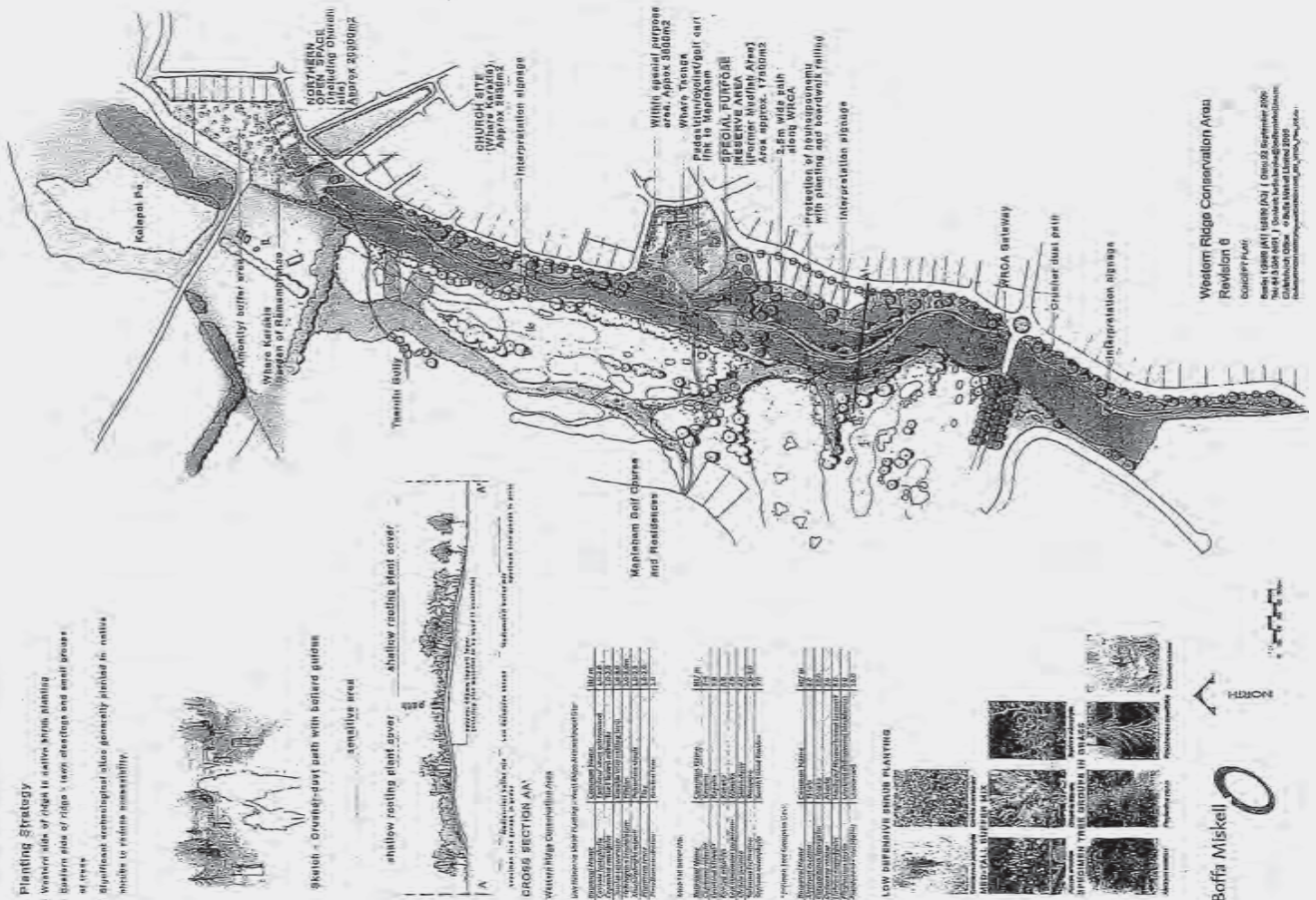
It was even contemplated that ownership and administration could rest with the Kaiapoi Pā Trust.<sup>4</sup>

## OBJECTIVES

In consideration of the surrounding circumstances, the following points represent the key objectives of the WCMA.

<sup>1</sup> In the matter of the Proposed Plan Change 52 to the Waimakariri Transitional District Plan and related resource consent applications to take groundwater (CR 98/009), discharge contaminants to land (CR 98/011) and into air (CR 98/012) from sewerage treatment and disposal.  
<sup>2</sup> See para 4.16. With respect to hohou-pounamu, it was further noted that "this area is not presently the subject of any protection whatever and indeed in part has latterly been planted in trees for production of forestry by the Waimakariri District Council."  
<sup>3</sup> The risk was that once people realised the historic context of the western ridge then they would fossick for pounamu/greenstone and other artefacts. As Commissioner Williams put it, "the Pegasus Town proposal itself might potentially embrace 5,000 fossickers".  
<sup>4</sup> See para 4.19 of decision.

*K. Miskell*



Western Ridge Conservation Area  
 Revision 8  
 Date: 15/08/2011  
 Author: [Name]  
 Title: [Title]  
 Project: [Project Name]

Boffa Miskell



## Appendix 3 – MCA Concept Plan

1. Archaeological, historic and cultural values are recognised and protected now and into the future by such means as:<sup>5</sup>
  - a. Minimising ground disturbance during forestry operations (e.g. leave stumps in ground so that any adjacent archaeological material is undisturbed);
  - b. Protecting any remaining archaeological evidence from potential looters or fossickers by 'capping' the entire WRCMA with a layer of 'slash'<sup>6</sup> as well as a further layer of earth;
  - c. Re-vegetating strategically in natives with particular sensitivity where future archaeological investigations might take place;
  - d. Providing for pedestrian access only via a purpose built pathway (crusher dust with bollards/guides) whose route is plotted strategically in reference to areas of particular sensitivity;
  - e. Raising public awareness of the associated archaeological, historic and cultural values (e.g. incorporate interpretation along the pathway);
  - f. Establishing and maintaining a management structure<sup>7</sup> that ensures the ongoing recognition and provision for the archaeological, historic and cultural values associated with the WRCMA, avoiding also potentially inappropriate modification of the site (e.g. cellular towers or tele-communications aerials, mountain or trail bike access, etc)
2. Align the management of the WRCMA with neighbouring sections of similar character and purpose:
  - a. Whare Taonga / Centre of Cultural Celebration<sup>8</sup>
  - b. Garden of Remembrance<sup>9</sup>
  - c. Kaipoi Pā
  - d. Te Kohanga o Kaihā-a-Waro Pā<sup>10</sup>

### PROTOCOLS

The following protocols, which are recognised in the Waimakariri District Plan<sup>11</sup> and outlined in the Pegasus Town Historic Places Trust application, shall apply at all times:

1. Archaeological Sites Protocol
2. Wāhi Taonga, Wāhi Tapu & Urupā Protocol

<sup>5</sup> Note especially Policy 2.1.3 of the Waimakariri District Plan.

<sup>6</sup> That is, the material left after the pine trees have been prepared for sale and removal (e.g. branches, bark, leaves).

<sup>7</sup> Section 18 of the Reserves Act, for example, provides for Historic Reserves that might either be owned by the Crown or vested in an administering body; or controlled or managed by DOC unless an administering body would better carry out the purpose of the reserve.

<sup>8</sup> Formerly, the Mudfish Conservation Management Area.

<sup>9</sup> Northern Open Space Area 2.

<sup>10</sup> An old Wallaseh/Ngati Māroo pā which lies to the west of the WRCMA, almost immediately adjacent to the historic greenstone industry site known as Hōhōu-Pounamu. This pā was uncovered during the Merleham golf course development by the Pegasus Town Archaeological Team (Te Ohiu Huakanga o Kalapō).

<sup>11</sup> Section 32.1.1.40 and 32.1.1.41 respectively.

LA

LA



### Appendix 4 - Terms of the lease for Lease Site

1. Land – the Lease Site as shown in Appendix 3,
2. Term – 33 years.
3. Rights of Renewal - perpetual rights of renewal for 33 year terms provided that TNT are not in breach of lease, and on appropriate notice of renewal.
4. Rent - \$1.00 per annum plus GST, payable [yearly in advance].
5. Reviews – no rent reviews.
6. Outgoings – all rates, outgoings, utility charges and other charges in relation to the Lease Site are to be paid directly by TNT.
7. Permitted Use – for the establishment and operation of a museum and cultural centre and associated facilities which may be open to the public but no other commercial or for profit activities [without the prior written consent of the landlord]. [Note: Property Law Act 2007 now requires that if landlord's consent is required to a change of use, this must not be unreasonably withheld or delayed. The lease must therefore either provide that the use must not be changed, or that the use may be changed with the prior written consent of the landlord which will not be unreasonably withheld or delayed.]

#### 8. Key Provisions:

- a. TNT shall not sublease, assign, transfer or otherwise part with possession of the Lease Site without the landlord's prior written consent (which may be withheld in the landlord's sole discretion).
- b. The Permitted Use shall not be amended [without the landlord's prior written consent].
- c. The construction and alteration of all improvements on the Lease Site (including without limitation all buildings, structures, landscaping, signage etc.) shall be subject to the prior written consent of the landlord (which may be withheld in the landlord's sole discretion).
- d. The landlord shall not be called upon to contribute any funds towards the operation of the museum and cultural centre, nor the development of the Lease Site nor any maintenance or repair costs in respect of the Lease Site.
- e. TNT shall comply with all statutory obligations in respect of its use and occupation of the Lease Site and the operation of its activities on the Lease Site.
- f. The landlord and its employees, contractors and invitees may at all times enter upon the premises to inspect them to check compliance with the terms of the lease.
- g. TNT shall not use the Lease Site or allow it to be used for any activity which in the landlord's sole discretion is noisy, noxious or offensive which the landlord in its sole discretion deems inappropriate.
- h. TNT shall retain ownership of all improvements on the Lease Site, subject to clause 8.j below.
- i. TNT shall maintain appropriate Insurances for all improvements on the property and public liability insurance, which all note the landlord's interest, as landlord.

*Handwritten signature/initials*



## Appendix 5 – Concept Plan for Open Space Area

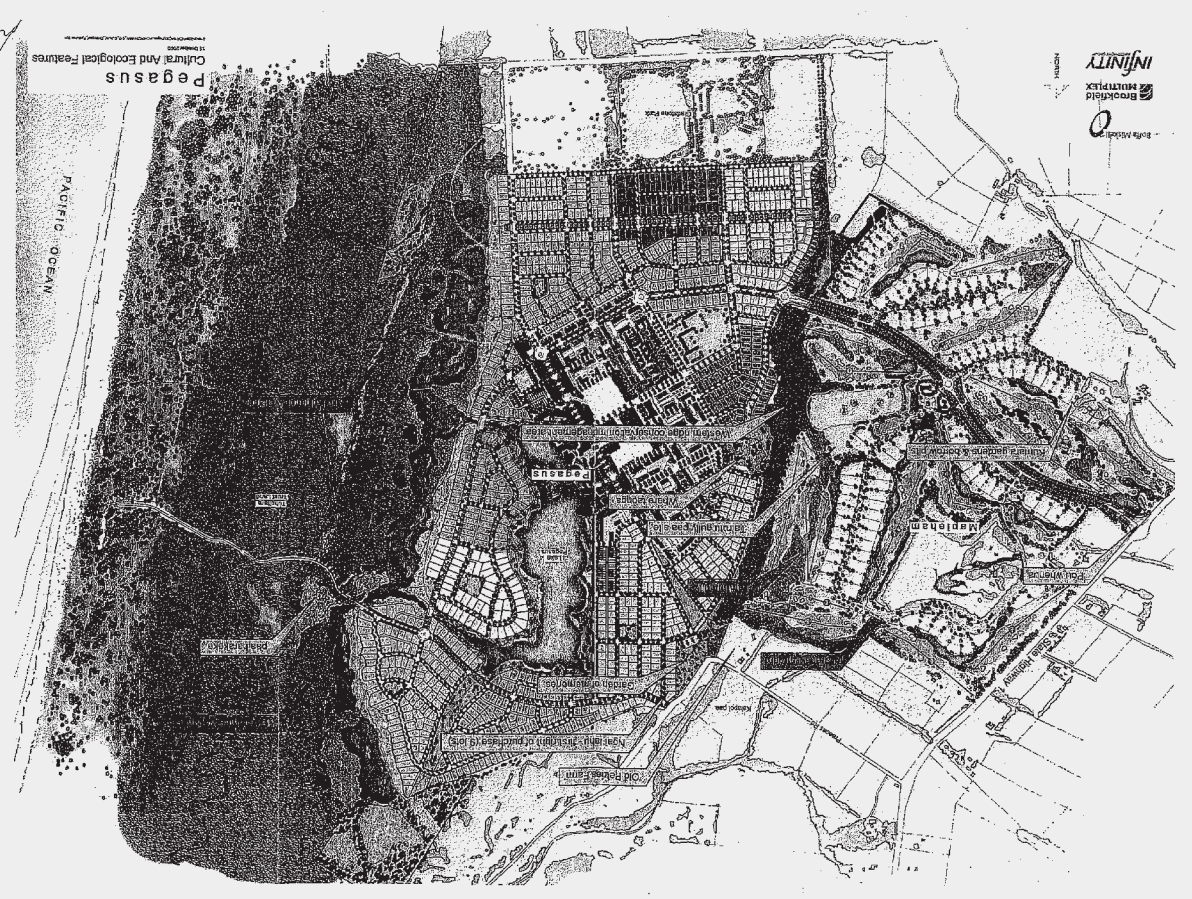
- j. Upon expiry or earlier termination of the lease TNT shall at its expense remove all of its improvements from the Lease Site and make good any resulting damage otherwise such improvements shall become the property of the landlord and may be disposed of by the landlord.
- k. No compensation shall be payable by the landlord to TNT upon the expiry or earlier termination of the lease.
- l. The landlord shall have the usual rights of termination for non-compliance by TNT with the terms of the lease.
- m. TNT shall indemnify and hold the landlord harmless from and against all costs, claims, losses or damages imposed on the landlord either directly or indirectly as a result of TNT's use of the Lease Site.
- n. The landlord shall in all dealings under the Lease recognise the values and interests of Ngāi Tahu and Ngāi Tahuiri in applying the terms of the Lease.
9. The above terms and conditions shall be incorporated into a [deed/memorandum of lease in the form attached/or other specified form] to be executed by the parties prior to TNT taking possession of the Lease Site.
10. If any dispute arises as to terms and conditions of the lease other than those agreed above, the parties shall refer the dispute to mediation, with the mediation to be conducted in terms of the LEADR New Zealand incorporated standard mediation agreement. Any party may initiate mediation by giving written notice to the other parties. The mediator and the mediator's fee shall be agreed by the parties, but if they cannot agree on those matters within 14 days after the mediation has been initiated, then the mediator shall be appointed and the mediator's fee determined by the then chair of LEADR New Zealand Incorporated.













## Appendix 4: Tūhaitara Coastal Park Regeneration Area Concept Plan

---

### Future Income and Funding:

Te Kōhaka o Tūhaitara Trust plans to be self-funding in the future to manage the regeneration areas shown. This income is planned to come from land leases, forest management and community based commercial initiatives.

### Environmental Issues:

There are a number of environmental initiatives planned to protect and improve the area:

- Coastal Protection – A planned transition from commercial pine forest to coastal and sand dune ecological revegetation will help buffer the coast from environmental issues such as future sea level rise.
- Carbon Sequestration – A planned combination of commercial pine forestry and Aotearoa New Zealand podocarp forest will provide an ongoing carbon sink in the future.

### Te Ngāi Tūahuriri Runanga:

The development of this landscape will provide a clear narrative of the significance of the lands to Te Ngāi Tūahuriri Runanga with special attention to Mahinga Kai and Rongoa, food gathering and medicinal plants.

### The Community:

The plan reflects the community's desire for a vibrant community and environment, with a focus on promoting general wellbeing.

### Recreation Activities:

Extend and improve the existing facilities to include the following:

- Multi-use trails (Walking, Cycling etc.)
- Linkages to existing reserves and tracks
- Leisure (Seating, natural play opportunities etc.)

### Notes:

#### Definitions:

- Non-Permanent buildings: Any structure that could be readily removed from a site, including but not limited to caravans, removable holiday baches and garden sheds.
- Commercial Activities: Industrial and Commercial Activities associated with the activities in the adjacent Coastal Park land uses.

#### Read this Plan in association with:

- Tūhaitara Coastal Park - Land Information Summary & Cross Sections of Natural Plant Associations
- Tūhaitara Coastal Park and Waikuku Beach Reserves Management Plan
- Te Kōhaka o Tūhaitara Trust Strategic Plan 2015 - 2015

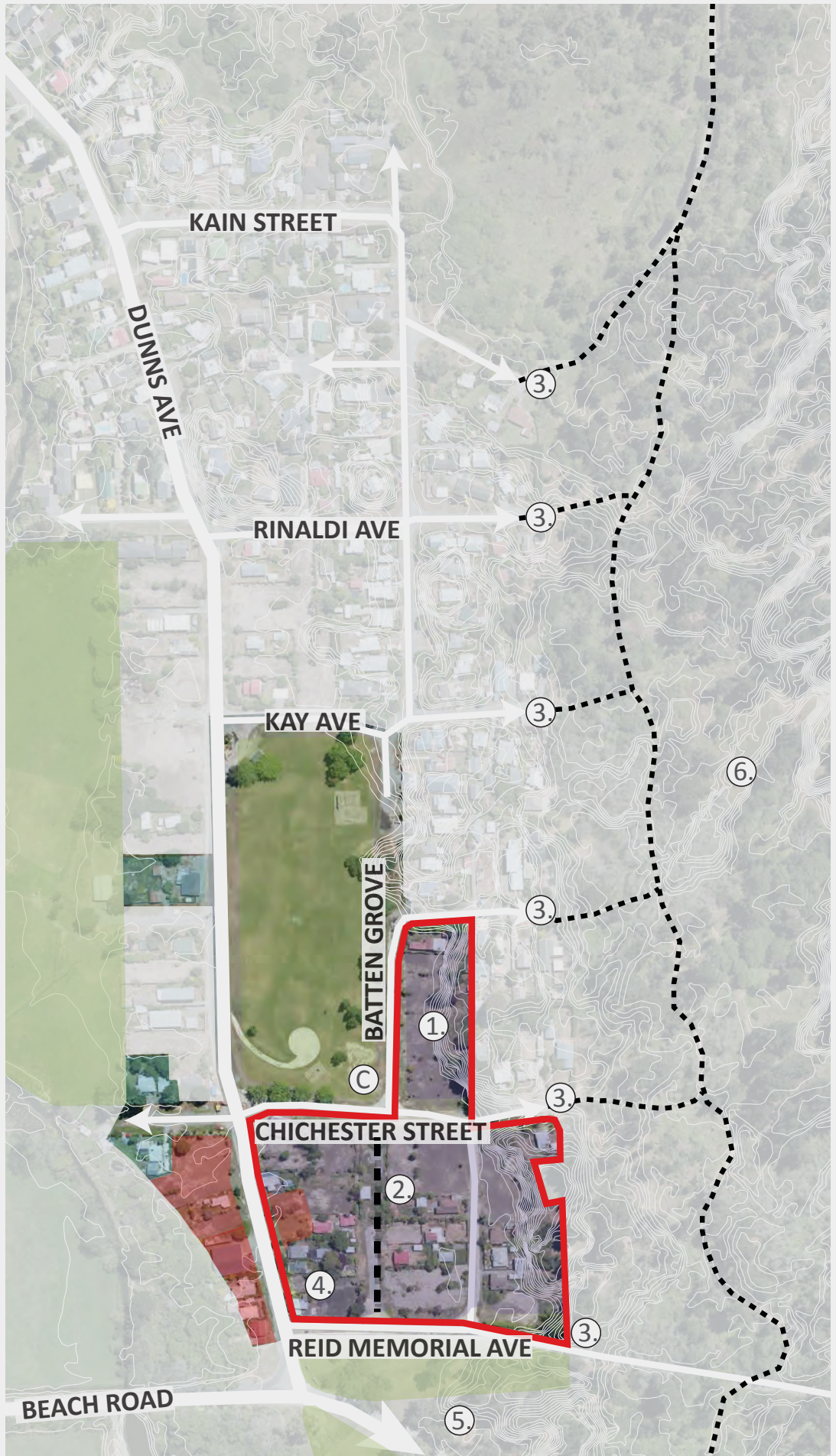
# The Pines Beach: Concept Plan

## LEGEND

- █ Regeneration Area Boundary
- █ Land added to Tūhaitara Coastal Park for Non-Permanent buildings and Commercial Activities plus the Community Proposals
- █ Existing WDC Reserve
- █ Private Property
- █ WDC Property
- Multi-use Trails
- C Community Hall

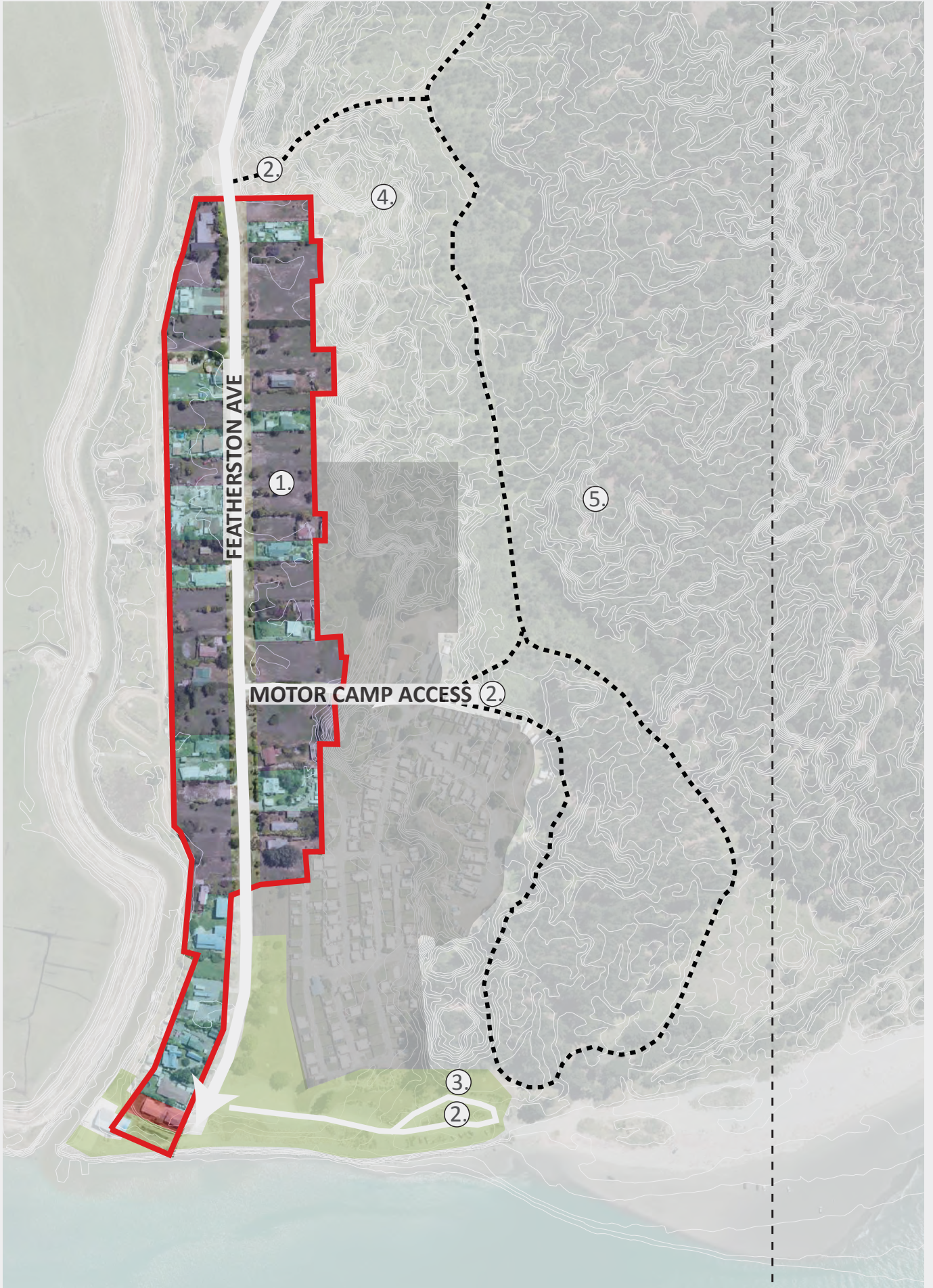
## KEY OF COMMUNITY PROPOSALS:

- ① Community Rongoa Garden and shared space
- ② Education Research Facility, Non-Permanent Building
- ③ Forest and Beach Path Connections and Loop Walks.
- ④ Community Information and Cultural Interpretation Area.
- ⑤ Aotearoa New Zealand Podocarp Forest for Carbon Sequestration.
- ⑥ Commercial Pine Forest Land transitioning to Ecological Coastal Protection Planting.





# Kairaki: Concept Plan



## Appendix 5: References

---

Boffa Miskell Ltd, 2002. Ecological Values and Restoration Options for Tūhaitara Coastal Park and Waikuku Coastal Reserves (specific to this management plan and held internally by Te Kōhaka o Tūhaitara Trust)

Lucas Associates, December 1998. The Coastal Lands of Waimakariri – Rakahuri (Ashley). Waimakariri District Council and Environment Canterbury.

NIWA, January 2003. A Re-survey of Tūtaepatu Lagoon, 2002. Te Kōhaka o Tūhaitara Trust.

Te Kōhaka o Tūhaitara Trust, January 2002. Suggestions on Tūhaitara Coastal Park and Waikuku Coastal Reserve Management Plan (a compilation of community feedback on Scoping document: Tūhaitara Coastal Park Management Plan). Te Kōhaka o Tūhaitara Trust and Waimakariri District Council.

Te Kōhaka o Tūhaitara Trust, May 2001. Scoping document: Tūhaitara Coastal Park Management Plan. Te Kōhaka o Tūhaitara Trust and Waimakariri District Council.

Waimakariri District Council, May 2000. Literature review of issues affecting Waimakariri District coastal area. Waimakariri District Council and Te Kōhaka o Tūhaitara Trust.

URS, 2002. Hydrology Report (specific to this management plan and held internally by Te Kōhaka o Tūhaitara Trust)





Te Kōhaka o Tūhaitara Trust

**CONTACT US:**

**Office:** 1 Woodend Beach Road, Woodend Beach

**Phone:** 03 3131768

**Email:** [tkot.enquiries@farmside.co.nz](mailto:tkot.enquiries@farmside.co.nz)

**Facebook:** [www.facebook.com/TuhaitaraFriends](https://www.facebook.com/TuhaitaraFriends)

**Website:** [www.tuhaitarapark.org.nz](http://www.tuhaitarapark.org.nz)



Te Kōhaka o Tūhaitara Trust