

PUKEROA ORUAWHATA TRUST

2. THE ROTORUA DISTRICT COUNCIL

AGREEMENT:

This agreement which is dated the 30th day of July 1996 between the ROTORUA DISTRICT COUNCIL ("the Council") as territorial local authority having legal jurisdiction by virtue of the Local Government Act 1974, the Reserves Act 1977 and the Resource Management Act 1991 and other enactments in that behalf as the case may be in respect of the reserves set out in the schedule hereto ("the reserves") and PUKEROA ORUAWHATA TRUST of behalf of Ngati Whakaue for and on behalf of the original owners of the Pukeroa Oruawhata Block (known as the City of Rotorua) and their descendants.

PURPOSE OF THE PROTOCOL:

1. For the purpose of this protocol the term "significant or important decisions which the Council may intend to make hereafter with regard to a change of status of any such Reserve" shall mean the drafting and adopting of, or the amendment to from time to time, of a Reserve Management Plan which is the recognised document for the management of a Reserve. The Management Plan shall be in accordance with the spirit of the original terms of the gift of land.
2. This protocol arises out of the spiritual and historical interest to Ngati Whakaue by virtue of which Pukeroa Oruawhata Trust will be consulted with regard to significant or important decisions which the Council may intend to make hereafter and the process of consultation will be as follows:
 - a) Upon outlining a draft or amendment to a management plan, the Council will notify the Pukeroa Oruawhata Trust and discuss the proposal with the Trust before the plan or amendment is submitted to the Council for consideration.
 - b) After the Council adopts a draft or amendment to a Management Plan the Council will call for public submissions and all submissions received will be referred to the Pukeroa Oruawhata Trust for consideration and recommendation before consideration by the Council.
 - c) All submissions received which require formal hearing will be considered by the Statutory Hearings Subcommittee of the Council which will for that purpose co-opt a representative of the Pukeroa Oruawhata Trust as an ex-officio community representative, and who shall have the same rights as an elected representative while acting as a Subcommittee member.
3. The understanding between the parties is that so far as it may lawfully do so the Council will not effect any changes of status with respect to any such reserves or take steps to dispose of or alienate any of them without first obtaining the consent in writing of Pukeroa Oruawhata Trust following prior negotiation and consultation on an equal standing basis with the Pukeroa Oruawhata Trust. It is understood that if such Reserves should not be used for their original purpose then they should be returned to Pukeroa Oruawhata Trust on behalf of Ngati Whakaue unless there is agreement otherwise.

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4. Notwithstanding the process outlined in Clause 2 of the protocol it is desirable that there be casual or other regular meetings (at least six monthly) between representatives of the parties hereto to discuss or report upon the said reserves and any future planning for the same.
5. The Council and the Pukeroa Oruawhata Trust agree that this Protocol may be amended from time to time but only by mutual agreement to provide for:
 - a) Any additional lands that may be established as being included in the original gift of land by Ngati Whakaue to the Council.
 - b) Any land that the Pukeroa Oruawhata Trust may wish to have transferred to the Council and included as a Reserve under the appropriate reserve designation.

This Protocol has been executed by the parties hereto on the day year first hereinbefore written following due resolution of the Council and Pukeroa Oruawhata Trust respectively.

EXECUTION

The COMMON SEAL of the
ROTORUA DISTRICT COUNCIL
was hereto affixed in the
presence of:

..... MAYOR

..... DISTRICT MANAGER

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For and on behalf of Pukeroa
Oruawhata Trustees

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For and on behalf of Pukeroa
Oruawhata Trustees

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Oruawhata Trustees

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