

**NGĀTI MARU**  
and  
**NGĀTI PĀOA**  
and  
**NGĀTI TAMATERĀ**  
and  
**NGĀTI WHANAUNGA**  
and  
**TE PATUKIRIKIRI**  
and  
**THE CROWN**

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**RECORD OF AGREEMENT IN RELATION TO  
MARUTŪĀHU IWI COLLECTIVE REDRESS**

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17 May 2013

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**SUMMARY OF NGĀ MANA WHENUA O TĀMAKI MAKĀURAU COLLECTIVE REDRESS**

**SUMMARY OF HAURAKI COLLECTIVE REDRESS**

## 1 BACKGROUND

- 1.1 The Marutūāhu Iwi collective comprises Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri.
- 1.2 Since 2009 there have been negotiations towards a deed of settlement that will:
  - 1.2.1 provide collective and iwi specific redress for historical Treaty of Waitangi claims to the collective and iwi specific governance entities to be established by Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri, and
  - 1.2.2 be conditional on legislation coming into force.
- 1.3 This record of agreement documents agreements reached in negotiations to date on collective Treaty redress that is to be provided for in a deed of settlement. Negotiation discussions will continue between the Crown and Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri to agree the specific detail of the Treaty redress to be recorded in the deed of settlement, in particular for their collective cultural redress.
- 1.4 Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri will also receive:
  - 1.4.1 redress through the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed (8 September 2012) and the upcoming Hauraki Iwi Collective Redress Deed (scheduled to be initialled in 2013). A summary of the redress provided by the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed and the collective redress agreed to date with the iwi of Hauraki are attached to this record of agreement; and
  - 1.4.2 iwi specific redress, which is still to be determined, to be provided for in the same deed of settlement as the collective Marutūāhu Iwi redress.
- 1.5 The Hauraki Gulf and Coromandel east coast harbours (known by the Marutūāhu Iwi as Tikapa Moana and Te Tai Tamawahine) are of extremely high spiritual, ancestral, cultural, customary and historical importance to the Marutūāhu Iwi. Cultural redress in relation to those harbours will be developed in separate negotiations.

## 2 SETTLEMENT

### SETTLEMENT OF HISTORICAL CLAIMS

- 2.1 The deed of settlement is to provide that, on and from the settlement date, -
- 2.1.1 the historical Treaty claims of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri are settled; and
  - 2.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical Treaty claims; and
  - 2.1.3 the settlement is final.

### TERMS OF SETTLEMENT

- 2.2 The terms, as opposed to the redress, of the settlement provided in the deed of settlement are to be:
- 2.2.1 those in Schedule 2 (Settlement Terms); and
  - 2.2.2 any additional terms agreed by the parties.

### MARUTŪĀHU IWI COLLECTIVE AND IWI SPECIFIC REDRESS

- 2.3 The deed of settlement is to provide for collective redress in accordance with this record of agreement.
- 2.4 The deed of settlement will also provide for individual iwi redress for each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri, which is still to be finalised.
- 2.5 However, the deed of settlement will include –
- 2.5.1 redress contemplated by this record of agreement only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and
  - 2.5.2 a property that this record of agreement specifies as a cultural redress property, or a commercial redress property, or a deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such property is not available, the Crown is under no obligation to substitute that property with another property. However, the Crown will explore any substitute property in the event of a property not being available.

**VESTING OR TRANSFER OF SETTLEMENT PROPERTIES**

2.6 The settlement documentation is to provide that the vesting or transfer of:

2.6.1 a redress property or a purchased deferred selection property will be subject to –

- (a) any further identification and/or survey required; and
- (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
- (c) sections 10 and 11 of the Crown Minerals Act 1991 (unless otherwise agreed); and
- (d) any relevant provisions agreed in the settlement documentation.

2.6.2 a redress property, will be subject to any interest or right, in relation to that property, that the settlement documentation either –

- (a) confirms as an existing interest or right at the date of the deed of settlement; or
- (b) requires by agreement to be created; and

2.6.3 a purchased deferred selection property will be subject to any interest or right, or obligation in relation to that property, that is either:

- (a) described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or
- (b) entered into by the Crown during the pre-purchase period.

**3 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY**

3.1 The deed of settlement is to include for each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri –

3.1.1 an agreed account of the historical relationship between each iwi and the Crown to be developed by the parties; and

3.1.2 the Crown's acknowledgement of its breaches of the Treaty of Waitangi referred to in the historical account; and

3.1.3 a Crown apology for those breaches of the Treaty of Waitangi.

## 4 COLLECTIVE CULTURAL REDRESS

- 4.1 The deed of settlement (and settlement legislation where necessary) will provide for the following collective cultural redress to Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri.

### GENERAL

- 4.2 The deed of settlement will include a range of cultural redress instruments and measures that are designed to recognise the spiritual, cultural, customary, historical and traditional interests of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri.

### CULTURAL REDRESS PROPERTY VESTINGS

- 4.3 The deed of settlement is to provide that the settlement legislation will vest in the Marutūāhu Iwi governance entity at settlement date those properties as described in Table 1, subject to the protection of conservation values and existing public and third party rights.
- 4.4 With respect to the properties specified under (a) in Table 1 the parties will explore the number (maximum of three), location and size of the areas to be vested and the purposes for which vested areas may be utilised, and relevant conditions and encumbrances, as appropriate.

**TABLE 1: Potential collective cultural redress properties**

Name of site	Area of whole site	Reserve status
(a) Up to three areas in total from within the following properties:		
a. Kawau Island Scenic Reserve	3.0351 ha	Scenic Reserve
b. Smeltinghouse Bay Scenic Reserve	1.4619 ha	Scenic Reserve
c. Stony Hill Recreation Reserve	38.4031 ha	Recreation Reserve
d. Mahurangi Scenic Reserve	8.1212 ha	Scenic Reserve
e. Motuora Island Recreation Reserve	79.7230 ha	Recreation Reserve
(b) 97 Gladstone Road, Auckland	0.20 ha, subject to survey	Recreation Reserve

**CULTURAL REDRESS TO BE EXPLORED**

- 4.5 Between record of agreement and the initialling of a deed of settlement the parties will explore the following:
- 4.5.1 The vesting of an area in respect of the Marutūāhu Iwi tauranga waka area (near Papakura Pā) on Tiritiri Matangi Island subject to scientific reserve status and continued management decision and administration authority of the Department of Conservation;
  - 4.5.2 The vesting of an area in respect of Mangoparera Pā on Motuihe Island subject to recreation reserve status;
  - 4.5.3 Collective redress in respect of the Marutūāhu Iwi tauranga waka area (in relation to historic kainga) on Motutapu Island;
  - 4.5.4 The vesting of an area in the Marutūāhu Iwi in the North Shore area;
  - 4.5.5 Collective redress for the Marutūāhu Iwi in respect of the Crown-owned Mechanics Bay Reserve land, including vesting of an area in and around the vicinity of the Mechanics Bay Reserve land;
  - 4.5.6 The vesting of additional Crown-owned land from Gladstone Park in Parnell (originally called Blackett's Point by the Crown);
  - 4.5.7 Marutūāhu Iwi to have naming rights for the reserve that will be created through the vesting of 97 Gladstone Road, Auckland in the Marutūāhu Iwi (while retaining the Fred Ambler Lookout name);
  - 4.5.8 The vesting of an area in respect of the Marutūāhu Iwi interests in the Tāmaki (Fairburn) Block area and the Kohimarama area;
  - 4.5.9 Collective redress in respect of Hamlin Hill (known by the Marutūāhu Iwi as Mutukaroa), along with other iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau who also seek such redress; and
  - 4.5.10 Statutory acknowledgements for areas of significance to the Marutūāhu Iwi subject to identification of suitable areas and relativity with other settlements in terms of the number of areas and/or the total area covered.

**STATUTORY ACKNOWLEDGEMENTS OR OTHER NON-EXCLUSIVE CULTURAL REDRESS**

- 4.6 The deed of settlement is to provide for the settlement legislation to -
- 4.6.1 provide the Crown's acknowledgement of the statements by Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri of their spiritual, cultural, customary, historical, and traditional association with each of the areas described in Table 2 as statutory areas to the extent that those areas are owned by the Crown; and

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- 4.6.2 require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and
- 4.6.3 require relevant consent authorities to forward to the Marutūāhu Iwi governance entity summaries of resource consent applications affecting a statutory area; and
- 4.6.4 enable the Marutūāhu Iwi governance entity, and any of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri, to cite the statutory acknowledgement as evidence of their association with a statutory area.

4.7 The parties will explore provision of further non-exclusive redress in relation to the statutory areas.

**TABLE 2: Statutory areas**

Name of area	Area
(a) Blakett's Point Hostel Endowment Reserve/Gladstone Park (balance not transferred)	To be determined
(b) NZTA land at Mechanics Bay	To be determined
(c) Other areas in accordance with clauses 4.5 to 4.7	To be determined

### **TIKAPA MOANA (COASTAL) STATUTORY ACKNOWLEDGEMENT OR OTHER SIMILAR REDRESS**

4.8 The deed of settlement is to provide for the settlement legislation to -

- 4.8.1 provide the Crown's acknowledgement of the statements by Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri of their spiritual, cultural, customary, historical, and traditional association with Tikapa Moana, in particular the coastal area from Te Arai Point east to Great Barrier Island (Aotea Island) and southwards to include the Waitemata Harbour, the Tamaki Strait and the Firth of Thames, including the motu in that area, as a statutory area to the extent that the area is owned by the Crown; and
- 4.8.2 require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and
- 4.8.3 require relevant consent authorities to forward to the Marutūāhu Iwi governance entity summaries of resource consent applications affecting the statutory area; and

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- 4.8.4 enable the Marutūāhu Iwi governance entity, and any of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri, to cite the statutory acknowledgement as evidence of their association with the statutory area.
- 4.9 The parties will explore provision of further non-exclusive redress in relation to the proposed statutory coastal area.

### **FISHERIES REDRESS**

- 4.10 Exploration of fisheries redress mechanisms that will set out how the Marutūāhu Iwi will have input and participation into fisheries management sustainability decisions and processes pursuant to the Fisheries Act in respect of the waters of Mahurangi, Tāmaki Makaurau and Tikapa Moana (Hauraki Gulf).

### **CULTURAL REDRESS GENERALLY NON-EXCLUSIVE**

- 4.11 The Crown may do anything that is consistent with the cultural redress contemplated by this record of agreement, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.
- 4.12 However, the Crown must not enter into another settlement that provides for the same cultural redress property vestings provided for by this agreement.

## 5 COLLECTIVE FINANCIAL AND COMMERCIAL REDRESS

### FINANCIAL REDRESS AMOUNT

- 5.1 The deed of settlement is to provide that the total financial redress amount to be paid by the Crown, in proportions agreed between the Marutūāhu Iwi, to the governance entities of each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri, is **\$30 million**.
- 5.2 The financial redress will be less any on-account payment, including the on-account payment specified in clause 5.3.
- 5.3 Payment of the agreed financial redress, to be apportioned between the Marutūāhu Iwi by the Marutūāhu Iwi, will be less the \$1 million on-account payment to Ngāti Pāoa in 1993 which sum will be deducted from the Ngāti Pāoa proportion.

### INTEREST

- 5.4 The deed of settlement will provide for the Crown to pay, on settlement date, interest on the financial redress amount, less any future on-account payment,-
- 5.4.1 for the period:
- (a) beginning on the date of this record of agreement; and
  - (b) ending the day before the settlement date; and
- 5.4.2 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 5.5 The interest is to be -
- 5.5.1 subject to any tax payable; and
- 5.5.2 payable after withholding any tax required by legislation to be withheld

### TAX

- 5.6 Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the Marutūāhu Iwi governance entities for any GST or income tax payable in respect of the provision of Crown redress.
- 5.7 The Crown will require the Marutūāhu Iwi governance entities to agree that neither they, nor any other person, will claim with respect to the provision of Crown redress an input credit for GST purposes or a deduction for income tax purposes.

**COMMERCIAL REDRESS PROPERTIES**

**Crown Forest Licensed land for transfer**

- 5.8 The deed of settlement is to provide that the Crown must transfer to the Marutūāhu Iwi governance entity on settlement date the Maramarua Crown Forest Licensed land<sup>1</sup>.
- 5.9 The settlement documentation is to provide -
- 5.9.1 the licensed land is to cease to be Crown forest land upon registration of the transfer; and
  - 5.9.2 from the settlement date, the Marutūāhu Iwi governance entity is to be, in relation to the licensed land, -
    - (a) the licensor under the Crown forestry licence; and
    - (b) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and
    - (c) entitled to the rental proceeds under the Crown forestry licence since the commencement of the licence.
- 5.10 The Marutūāhu Iwi governance entity will also have the right to apply for associated New Zealand Units.

**Commercial redress properties**

- 5.11 The deed of settlement is to provide that the Crown must transfer to the Marutūāhu Iwi governance entity on settlement date those properties described in Tables B and C, Schedule 3 (Redress), and those properties in the Office of Treaty Settlements landbank that the parties agree are to be commercial redress properties, unless otherwise agreed in the case of deferred selections.
- 5.12 The Marutūāhu Iwi seek the right to purchase the following Office of Treaty Settlements landbank properties:
- 5.12.1 OTS 1607: 21-23 Waikare Road, Waiheke Island;
  - 5.12.2 OTS 1231: 18 Jellicoe Parade, Waiheke Island;
  - 5.12.3 OTS 1434: 136 Dominion Road, Mount Eden.
- 5.13 The parties will agree the Office of Treaty Settlements landbank properties that are to be commercial redress properties between the record of agreement and the initialling of a deed of settlement, which will include, if confirmed as available for purchase, the

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<sup>1</sup> Refer Table A, Schedule 3 (Redress) for legal description.

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former Takapuna Police Station site (0.4067 hectares) and 0.4232 hectares of vacant land on the corner of Grafton Road and Stanley Street, Auckland.

- 5.14 Between the record of agreement and the initialling of a deed of settlement the parties will also explore the transfer to the Marutūāhu Iwi governance entity and leaseback to the Crown of the Boston Road Probation Service Centre.
- 5.15 If a commercial redress property to be transferred to the Marutūāhu Iwi governance entity is a leaseback commercial redress property, the deed of settlement is to provide the property is to be leased back by the governance entity to the Crown, from the settlement date, –
- 5.15.1 on the terms and conditions provided by a registrable ground lease for that property incorporated in the deed (with the exception of the NZDF housing properties for leaseback which will be on the terms and conditions provided for by an agreed, but unregistered lease, incorporated in the deed); and
  - 5.15.2 if the Crown leaseback is to a department other than the Ministry of Education, at an initial market rental.

### **Ministry of Education commercial redress properties**

- 5.16 The deed of settlement will provide that the Crown will transfer to the Marutūāhu Iwi governance entity up to 13 Ministry of Education sites (land only), two of which may be secondary school sites, subject to a leaseback to the Crown. However, between signing of the record of agreement and initialling the deed of settlement the parties will explore reconfiguring the mix of primary and secondary school sites on offer to the Marutūāhu Iwi, on a case by case basis.
- 5.17 The Ministry of Education properties agreed for transfer are to be geographically spread as agreed between the parties.
- 5.18 The Ministry of Education properties are to be leased back by the Marutūāhu Iwi governance entity to the Crown from settlement date -
- 5.18.1 at an initial annual rental based on an agreed rental percentage of the agreed transfer value in accordance with the Crown leaseback (plus GST); and
  - 5.18.2 on the terms and conditions provided by a registrable ground lease for the property (ownership of the improvements remaining unaffected by the transfer).
- 5.19 Sale and leaseback of Ministry of Education sites will be subject to standard Ministry of Education policies regarding sale and leasebacks, including the conditions set out in clause 5.18 and operational considerations if relevant, and to the outcome of historical gifting checks. Availability of sale and leaseback of Ministry of Education sites is subject to the transfer value (for commercial redress properties) and to the lease (for both commercial redress and deferred selection properties) being agreed no later than 1 month prior to initialling of the deed of settlement. A leaseback property will cease to

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be a sale and leaseback property if before the settlement date (in respect of commercial redress properties) or before receipt of an election notice (in respect of deferred selection properties) the Ministry of Education notifies that the site has become surplus to its requirements.

### Deferred selection properties

5.20 The deed of settlement is to provide the Marutūāhu Iwi governance entity may, for an agreed period (two years in the case of Ministry of Education commercial leaseback properties) after the settlement date, on a case by case basis, purchase at a transfer value (determined under a valuation process specified in the deed) any or all of those of the following properties:

5.20.1 the Ministry of Education commercial leaseback properties (land only);

5.20.2 the Office of Treaty Settlements landbank commercial redress properties;

5.20.3 any other agreed properties.

5.21 Between this record of agreement and initialling a deed of settlement the Crown will explore deferred selection purchase of the Panmure Probation Service Centre (which as per Schedule 3 is offered for sale and leaseback on settlement date). It will also explore deferred selection purchase of the Boston Road Probation Service Centre as part of the exploration of transfer of this property to the Marutūāhu Iwi governance entity for leaseback to the Crown.

### RFR

#### *Mahurangi negotiation area*

*Properties available for transfer to the Marutūāhu Iwi*

5.22 The Marutūāhu Iwi have the ability to seek the transfer of the following eight properties as cultural or commercial redress.<sup>2</sup> The Crown will consider such proposals on a property specific basis as to whether redress over that property is available and what level of redress is appropriate.

**TABLE 3: Properties for which the Marutūāhu Iwi may seek transfer**

Property Name	Agency	Legal Description
1. Matakana School	Ministry of Education	0.6070 hectares, more or less, being Part Allotment 6 Parish of Matakana. All Proclamation 15771.
		0.6070 hectares, more or less, being Part Allotment 6 Parish of Matakana. All Gazette 1965 page 948.

<sup>2</sup> It is noted that these properties are specified in the right of first refusal provisions of the Ngāti Manuhiri deed of settlement as properties that the Crown may remove from the right of refusal land.

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Property Name	Agency	Legal Description
		0.5290 hectares, more or less, being Section 1 SO 326640. All computer freehold register 118261.
2. Kawau Island site	Ministry of Education	7.8155 hectares, more or less, being Lots 162, 163, and 164 DP 6849. Balance of Gazette Notice A54432.
3. Million Bay, Baddeleys Beach Road	Land Information New Zealand	0.02 hectares, approximately, being Crown land adjoining Lot 72 DP 46353. Subject to survey.
4. Sunnybrook Scenic Reserve	Department of Conservation	48.6381 hectares, more or less, being Lot 1 DP 71573. All computer freehold register NA27D/568.
		16.9715 hectares, more or less, being Lot 1 DP 71574. All computer freehold register NA27D/569.
		32.1681 hectares, more or less, being Allotments 178 and 191 Parish of Hoteo. All Gazette 1986 page 4948.
		37.7293 hectares, more or less, being Part Allotment 165 Parish of Hoteo. All Gazette 1979 page 1201.
		17.6898 hectares, more or less, being Lot 1 DP 93425 and Lot 3 DP 93426. All Gazette 1982 page 3712.
5. Ti Point Marginal Strip	Department of Conservation	0.8 hectares, approximately, being Crown land adjoining Lots 1 and 2 DP 191829. Subject to survey.
6. Kawau Island Scenic Reserve	Department of Conservation	3.0351 hectares, more or less, being Lot 179 DP 6849. Gazette Notice A459888.
7. Baddeleys Conservation Area	Department of Conservation	0.0683 hectares, more or less, being Lot 77 DP 46353.
8. Puhinui Scenic Reserve	Department of Conservation	14.4017 hectares, more or less, being Lot 1 DP 65278. All Gazette Notice 172555.

### Shared RFR

- 5.23 The settlement documentation is to provide that the Marutūāhu Iwi governance entity has a shared right of first refusal (an **RFR**) with the Te Rūnanga o Ngāti Whātua governance entity and Te Kawerau ā Maki governance entity in relation to a disposal by the Crown of any Crown land, including Crown owned reserves vested in administering bodies under the Reserves Act 1977, if the vesting in the local authority is revoked and the land is declared surplus to Crown requirements, and surplus state highway land, within the area described in Map A, Schedule 3 (Redress) that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown.
- 5.24 The shared RFR is to operate through a parallel notification process. Each governance entity is to be notified of a RFR disposal but only one governance entity can elect to purchase the property. The three governance entities are to determine which governance entity will purchase the property at the time.

## MARUTŪĀHU IWI RECORD OF AGREEMENT

### *Kaipara negotiation area*

#### *Exclusive Marutūāhu Iwi RFR*

- 5.25 The settlement documentation is to provide that the Marutūāhu Iwi governance entity has exclusive right of first refusal in relation to a disposal by the Crown of any Crown land within the area described in Map B, Schedule 3 (Redress) that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown.
- 5.26 The Crown will explore inclusion of surplus Crown owned reserves vested in administering bodies under the Reserves Act 1977 if the land vests back in the Crown and surplus state highway land.

#### *Shared RFR*

- 5.27 The settlement documentation is to provide that the Marutūāhu Iwi governance entity has a shared RFR with the Ngāti Whātua o Kaipara governance entity over the following seven properties if, on the Ngāti Whātua o Kaipara settlement date, those properties are owned by the Crown.<sup>3</sup>
- 5.28 The shared RFR is to operate through a parallel notification process. Each governance entity is to be notified of a RFR disposal but only one governance entity can elect to purchase the property. The Marutūāhu Iwi and Ngāti Whātua o Kaipara are to determine which governance entity will purchase the property at the time.

**TABLE 4: Marutūāhu iwi and Ngāti Whātua o Kaipara shared RFR properties**

Property Name	Agency	Legal Description
1. Waihunga Moirs Hill Scenic Reserve	Department of Conservation	29.0000 hectares, more or less, being Lot 1 DP 101980. All computer freehold register NA57B/656.
		9.2592 hectares, more or less, being Lot 2 DP 101980. All computer freehold register NA57B/657.
		30.7561 hectares, more or less, being Allotment 17 Parish of Ahuroa. All computer freehold register NA769/120.
		65.6764 hectares, more or less, being Lot 1 DP 76496. All computer freehold register NA38A/154.
2. Nukumea Scenic Reserve	Department of Conservation	47.1205 hectares, more or less, being Allotment 304 Parish of Waiwera. Part Gazette 1954 page 461.
		41.0000 hectares, more or less, being Lot 1 DP 327701. All computer freehold register 112569.
		25.0000 hectares, more or less, being Lot 2 DP 327701. All computer freehold register 112570.
3. Lucas Creek Scenic	Department of Conservation	0.3743 hectares, more or less, being Allotment 607 Parish of Paremoremo. All Gazette 1972 page 492.

<sup>3</sup> This RFR is implemented by the Ngāti Whātua o Kaipara deed of settlement (9 September 2011) and the Ngāti Whātua o Kaipara Claims Settlement Bill.

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<b>Property Name</b>	<b>Agency</b>	<b>Legal Description</b>
Reserve	Conservation	10.5764 hectares, more or less, being Part Lot 1 DP 13571. Balance computer freehold register NA319/156.
4. Orewa College	Ministry of Education	11.6761 hectares, approximately, being Part Lot 1 DP 29589. Balance Proclamation 14023. Subject to survey.
		0.2341 hectares, more or less, being Part Lot 1 DP 41186. All Gazette Notice B922498.1.
5. Leigh Road, Silverdale	Ministry of Education	4.8000 hectares, more or less, being Part Section 1 SO 70025 and Section 3 SO 364653. All computer freehold register 486232.
6. 105 Kowhai Road	Office of Treaty Settlements	1.2027 hectares, more or less, being Lot 1 DP 197353. All computer freehold register NA125B/317.
7. 115 Kowhai Road	Office of Treaty Settlements	3.9536 hectares, more or less, being Lot 2 DP 197353. All computer freehold register NA125B/319.

***Mahurangi and Kaipara negotiation area***

5.29 The combined RFR areas for the Mahurangi and Kaipara negotiation areas in clauses 5.23 and 5.25 are shown in Map C, Schedule 3 (Redress).

***Great Barrier Island (Aotea Island)***

5.30 The parties will explore RFR redress for the Marutūāhu Iwi in respect of Great Barrier Island (Aotea Island) subject to the resolution of overlapping claims, in particular with Ngāti Rehua.

## 6 NEXT STEPS

### DISCLOSURE INFORMATION

- 6.1 The Crown will, as soon as reasonably practicable, prepare and provide to the Marutūāhu Iwi disclosure information in relation to –
- 6.1.1 each cultural redress property; and
  - 6.1.2 each commercial redress property.

### RESOLUTION OF OUTSTANDING MATTERS

- 6.2 The parties acknowledge that this record of agreement summarises the agreements reached in negotiations to date. The parties will work together to agree as soon as reasonably practicable, all matters necessary to complete the deed of settlement for initialling, including agreeing on or determining as the case may be –
- 6.2.1 the terms of –
    - (a) the historical account for each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri; and
    - (b) the Crown's acknowledgement and apology for each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri; and
  - 6.2.2 the cultural redress properties, the commercial redress properties, the deferred selection properties, and the RFR land; and
  - 6.2.3 the transfer values of the commercial redress properties; and
  - 6.2.4 the initial market rental for any leaseback commercial redress property that is not a Ministry of Education leaseback property; and
  - 6.2.5 the terms of a commercial lease for any leaseback commercial redress property; and
  - 6.2.6 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):
    - (a) the cultural redress; and
    - (b) the transfer of the commercial redress properties; and
    - (c) the right to purchase a deferred selection property, including the process for determining its transfer value and if it is a leaseback

property that is not a Ministry of Education leaseback property, its initial market rental or annual rental; and

- (d) the RFR, including any circumstances in which RFR land may be disposed of without the RFR applying; and
- (e) the tax indemnity; and

6.2.7 the following documents:

- (a) the Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri statements of association with, and the protection principles in relation to, each of the statutory areas; and
- (b) the settlement legislation; and

6.2.8 all other necessary matters.

## 7 CONDITIONS

### ENTRY INTO DEED OF SETTLEMENT CONDITIONAL

7.1 The Crown's entry into the deed of settlement is subject to –

7.1.1 Cabinet agreeing to the settlement and the redress; and

7.1.2 the Crown being satisfied the Marutūāhu Iwi have –

- (a) established governance entities that –
  - (i) are appropriate to receive the redress; and
  - (ii) provide, for the Marutūāhu Iwi, –
    - (I) appropriate representation; and
    - (II) transparent decision-making and dispute resolution processes; and
    - (III) full accountability; and
- (b) approved, by a ratification process approved by the Crown, –
  - (i) the governance entities to receive the redress; and
  - (ii) the settlement on the terms provided in the deed of settlement; and

- (iii) signatories to sign the deed of settlement on the Marutūāhu Iwi's behalf.

### **SETTLEMENT CONDITIONAL ON SETTLEMENT LEGISLATION**

- 7.2 The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force although some provisions may be binding on and from the date the deed of settlement is signed.

## **8 GENERAL**

### **NATURE OF THIS RECORD OF AGREEMENT**

- 8.1 This record of agreement –
  - 8.1.1 is entered into on a without prejudice basis; and
  - 8.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and
  - 8.1.3 is non-binding; and
  - 8.1.4 does not create legal relations.

### **TERMINATION OF THIS RECORD OF AGREEMENT**

- 8.2 The Crown or the mandated negotiators, on behalf of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri, may terminate this record of agreement by notice to the other.
- 8.3 Before terminating this record of agreement, the Crown or the mandated negotiators, as the case may be, must give the other at least 20 business days notice of an intention to terminate.
- 8.4 This record of agreement remains without prejudice even if it is terminated.

### **DEFINITIONS**

- 8.5 In this record of agreement –
  - 8.5.1 the terms defined in the definitions schedule have the meanings given to them by that schedule; and
  - 8.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

**INTERPRETATION**

8.6 In this record of agreement -

8.6.1 headings are not to affect its interpretation; and

8.6.2 the singular includes the plural and vice versa.

8.7 Provisions in –

8.7.1 the schedules to this record of agreement are referred to as paragraphs;  
and

8.7.2 other parts of this agreement are referred to as clauses.

MARUTŪĀHU IWI RECORD OF AGREEMENT

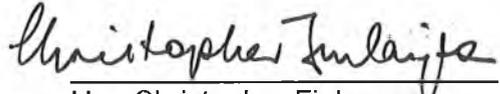
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**SIGNED** for and on behalf of **THE CROWN**

on 15 MAY 2013

by

the Minister for Treaty of Waitangi  
Negotiations

  
Hon Christopher Finlayson

**SIGNED** for and on behalf  
of **NGĀTI MARU**

on 17 MAY 2013

by the mandated negotiators

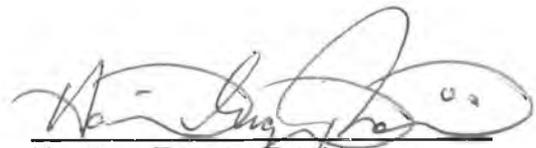
  
Ngakoma Ngamane

  
Paul F Majurey

**SIGNED** for and on behalf  
of **NGĀTI PĀOA**

on 17 MAY 2013

by the mandated negotiators

  
Hauāuru Eugene Rawiri

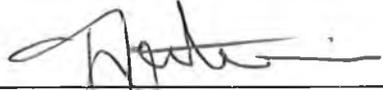
  
Morehu Anthony Wilson

MARUTŪĀHU IWI RECORD OF AGREEMENT

**SIGNED** for and on behalf  
of **NGĀTI TAMATERĀ**

on 17 MAY 2013

by the mandated negotiators

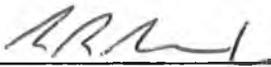
  
\_\_\_\_\_  
Terrence John McEnteer

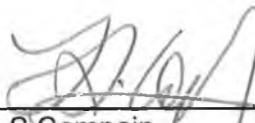
  
\_\_\_\_\_  
Debra Liane Ngamane

**SIGNED** for and on behalf  
of **NGĀTI WHANAUNGA**

on 17 MAY 2013

by the mandated negotiators

  
\_\_\_\_\_  
Rodney Rangimoana Renata

  
\_\_\_\_\_  
Tipa S Compain

**SIGNED** for and on behalf  
of **TE PATUKIRIKIRI**

on 17 MAY 2013

by the mandated negotiators

  
\_\_\_\_\_  
Williams Peters

  
\_\_\_\_\_  
David Williams

## SCHEDULES

1 DEFINITIONS

**Historical claims**

- 1.1 The deed of settlement will provide for a definition of **historical Treaty claims** consistent with recent Treaty settlements.

**The Marutūāhu Iwi**

- 1.2 The Marutūāhu Iwi means the five iwi of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri. Definitions of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri will be included in the deed of settlement.

**Other definitions**

- 1.3 In this record of agreement –

**business day** means a day that is not –

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or
- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) a day that is observed as the anniversary of the province of –
  - (i) Wellington; or
  - (ii) Auckland; and

**commercial redress property** means each property described as a commercial redress property in the redress schedule; and

**Crown** has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

**Crown forest land** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

**Crown forestry licence** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

**Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989; and

**Crown redress -**

- (a) means redress –
  - (i) provided by the Crown to the Marutūāhu Iwi governance entities; or
  - (ii) vested by the settlement legislation in the Marutūāhu Iwi governance entities that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes any right of the Marutūāhu Iwi governance entities under the settlement documentation –
  - (i) to acquire a deferred selection property; or
  - (ii) of first refusal in relation to RFR land; but
- (c) does not include –
  - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or
  - (ii) a deferred selection property or RFR land; or
  - (iii) an on-account payment; and

**cultural redress** means the redress to be provided under the settlement documentation referred to in part 4; and

**cultural redress property** means each property described as a cultural redress property in section 4; and

**date of this record of agreement** means the date this document is signed by the parties; and

**deed of settlement** means the deed to be entered into following this record of agreement; and

**deferred selection property** means each property described as a deferred selection property in the deed of settlement; and

**disclosure information** means-

- (a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 6.1; and
- (b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

## MARUTŪĀHU IWI RECORD OF AGREEMENT

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**encumbrance**, in relation to a property, means a lease, tenancy, licence, easement, covenant, or other right or obligation affecting that property; and

**financial and commercial redress** means the redress to be provided under the settlement documentation referred to in part 5; and

**leaseback commercial redress property** means a commercial redress property that the redress schedule identifies as a leaseback property; and

**leaseback property** means each leaseback commercial redress property and each leaseback deferred selection property; and

**licensed land** means a commercial redress property that the redress schedule identifies as licensed land, being Crown forest land that is subject to a Crown forestry licence but excluding –

- (a) all trees growing, standing, or lying on the land; and
- (b) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee; and

**mandated negotiators** means –

- (a) the following people:

*Ngāti Maru*

- (i) Ngakoma Ngamane;
- (ii) Paul F Majurey;

*Ngāti Pāoa*

- (iii) Hauāuru Eugene Rawiri;
- (iv) Morehu Anthony Wilson;

*Ngāti Tamaterā*

- (v) Terrence John McEnteer;
- (vi) Debra Liane Ngamane;

*Ngāti Whanaunga*

- (vii) Rodney Rangimoana Renata;
- (viii) Tipa S Compain;

*Te Patukirikiri*

(ix) William Peters;

(x) David Williams; or

(b) if one or more of the people named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

**Marutūāhu Iwi governance entity** means the collective governance entity to be established by the Marutūāhu Iwi to receive the collective cultural, financial and commercial redress; and

**Marutūāhu Iwi governance entities** means the Marutūāhu Iwi governance entity and the governance entities to be established by each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri to receive the individual iwi redress; and

**party** means each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri and the Crown; and

**purchased deferred selection property** means each deferred selection property in relation to which the governance entities and the Crown are to be treated under the deed of settlement as having entered into an agreement for its sale and purchase; and

**redress** means the following to be provided under the settlement documentation –

(a) the Crown's acknowledgment and apology referred to in clause 3.1:

(b) the cultural redress:

(c) the financial and commercial redress; and

**redress property** means-

(a) each cultural redress property; and

(b) each commercial redress property; and

**redress schedule** means schedule 3; and

**representative entity** means a person or persons acting for or on behalf of each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri; and

**resumptive memorial** means a memorial entered on a certificate of title or computer register under any of the following sections:

(a) 27A of the State-Owned Enterprises Act 1986:

(b) 211 of the Education Act 1989:

(c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

**RFR** means the right of first refusal referred to in clauses 5.22 to 5.30; and

**RFR land** means the land described as RFR land in the redress schedule; and

**settlement** means the settlement of the historical claims under the settlement documentation; and

**settlement date** means the date that is 20 business days after the date on which the settlement legislation comes into force; and

**settlement document** means a document to be entered into by the Crown to give effect to the deed of settlement; and

**settlement documentation** means the deed of settlement and the settlement legislation; and

**settlement legislation** means the legislation giving effect to the deed of settlement; and

**settlement property** means -

- (a) each cultural redress property; and
- (b) each commercial redress property; and
- (c) each deferred selection property; and
- (d) any RFR land; and

**statement of association** means each statement of association referred to in clauses 4.6 and 4.8; and

**statutory acknowledgement** means the acknowledgement to be made by the Crown in the settlement legislation referred to in clauses 4.6 and 4.8 on the terms to be provided by the settlement legislation; and

**statutory area** means an area referred to in part 4 as a statutory area; and

**tax indemnity** means the indemnity to be provided in the deed of settlement under clauses 5.6 and 5.7; and

**Treaty of Waitangi** means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975.

## 2 SETTLEMENT TERMS

### Rights unaffected

- 2.1 The deed of settlement is to provide that, except as provided in the settlement documentation, the rights and obligations of the parties will remain unaffected.

### Acknowledgments

- 2.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that –
- 2.2.1 the other parties have acted honourably and reasonably in relation to the settlement; and
  - 2.2.2 the settlement is intended to enhance the ongoing relationship between each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 2.3 The Marutūāhu Iwi are to acknowledge in the deed of settlement that the collective redress –
- 2.3.1 is intended to benefit Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri collectively; but
  - 2.3.2 may benefit particular members, or particular groups of members, of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri if the governance entities so determine in accordance with the governance entities' procedures.

### Implementation

- 2.4 The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation), –
- 2.4.1 settle the historical claims; and
  - 2.4.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
  - 2.4.3 provide that certain enactments do not apply -
    - (a) to a redress property, a purchased deferred selection property, or any RFR land; or
    - (b) for the benefit of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri or a representative entity; and
  - 2.4.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties (including, in specified circumstances, from the title to a deferred selection property); and
  - 2.4.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply to any settlement document; and

## MARUTŪĀHU IWI RECORD OF AGREEMENT

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- 2.4.6 require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 2.5 The deed of settlement is to provide the Crown may:-
  - 2.5.1 cease any land bank arrangement in relation to Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed or any other deed to which the Marutūāhu Iwi are a party;
  - 2.5.2 after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

**3 REDRESS**

**MARUTŪĀHU IWI RECORD OF AGREEMENT**

**Table A: Licensed Crown Forest Land for Transfer<sup>4</sup>**

Agency	Property Name	Legal Description	Area
Land Information New Zealand	Maramarua Forest	Lots 1 & 2 DPS 56867 and Lot 1 DPS 56868	5698.20 ha

**Table B: Commercial Redress Properties for Transfer and Leaseback<sup>4</sup>**

Agency	Property Name	Legal Description	Area	Improvements
New Zealand Defence Force	Alamein and Lake Housing Block	Lot 3 DP 43549. All computer freehold register 555738; Lot 4 DP 43549. All computer freehold register 555739; Lot 5 DP 43549. All computer freehold register 555740; Lot 6 DP 43549. All computer freehold register 555741; Lot 109 DP 43811. All computer freehold register 555047; Lots 7 and 8 DP 43549. All computer freehold register 555742; Lot 108 DP 43811. All computer freehold register 555046; Lots 9 and 10 DP 43549. All computer freehold register 555743; Lot 11 DP 43549. All computer freehold register 555744; Lot 103 DP 43811. All computer freehold register 555045; Lot 102 DP 43811. All computer freehold register 555044; Lot 99 DP 43811. All computer freehold register 555043; Lot 97 DP 43811. All computer freehold register 555042; Lot 96 DP 43811. All computer freehold register 555041; Lot 21 DP 43549. All computer freehold register 555745; Part lot 76 and lot 77 DP 43549. All computer freehold register 555755; Lot 81 DP 43811. All computer freehold register 555038; Lot 74 and part lot 75 DP 43549. All computer freehold register 555754; Lot 73 DP 43549. All computer freehold register 555753; Lot	Approx 3.0600 ha	Included in offer

<sup>4</sup> The information in these tables, and in particular, the legal descriptions of the properties, are indicative only and subject to confirmation by the Crown

**MARUTŪĀHU IWI RECORD OF AGREEMENT**

		72 DP 43549. All computer freehold register 555752; Lot 70 DP 43549. All computer freehold register 555751; Lot 69 DP 43549. All computer freehold register 555750; Lot 92 DP 43811. All computer freehold register 555039; Lot 93 DP 43811. All computer freehold register 555040; Lot 22 DP 43549. All computer freehold register 555746; Lot 23 DP 43549. All computer freehold register 555747; Lot 24 DP 43549. All computer freehold register 555748; Lot 25 DP 43549. All computer freehold register 555749; Lot 78 DP 43549. All computer freehold register 555756; Lot 80 DP 43811. All computer freehold register 555037; Lot 2 DP33979. All computer freehold register 547718.		
New Zealand Defence Force	Corrella Housing Block	Lot 1 DP 41104. All computer freehold register 554624; Lot 2 DP 41104. All computer freehold register 554625; Lot 3 DP 41104. All computer freehold register 554626; Lot 4 DP 41104. All computer freehold register 554627; Lot 5 DP 41104. All computer freehold register 554628; Lot 6 DP 41104. All computer freehold register 554629; Lot 7 DP 41104. All computer freehold register 554630; Lot 9 DP 41104. All computer freehold register 554631; Lot 10 DP 41104. All computer freehold register 554632; Lot 11 DP 41104. All computer freehold register 554633; Lot 12 DP 41104. All computer freehold register 554634; Lot 13 DP 41104. All computer freehold register 554635; Lot 14 DP 41104. All computer freehold register 554636; Lot 15 DP 41104. All computer freehold register 554637; Lot 16 DP 41104. All computer freehold register 554638; Lot 17 DP 41104. All computer freehold register 554639	Approx 1.5468 ha	Included in offer

**MARUTŪĀHU IWI RECORD OF AGREEMENT**

<p>New Zealand Defence Force</p>	<p>Potter/Greenslade Housing Block</p>	<p>Lot 61 DP 50096. All computer freehold register 555278; Lot 60 DP 50096. All computer freehold register 555277; Lot 59 DP 50096. All computer freehold register 555276; Lot 58 DP 50096. All computer freehold register 555275; Lot 57 DP 50096. All freehold register 555274</p> <p>Lot 56 DP 50096. All computer freehold register 555273; Lot 55 DP 50096. All computer freehold register 555272; Lot 54 DP 50096. All computer freehold register 555271; Lot 53 DP 50096. All computer freehold register 555270; Lot 38 DP 50096. All computer freehold register NA80D/456; Lot 52 DP 50096. All computer freehold register 555269; Lot 39 DP 50096. All computer freehold register NA80D/457; Lot 51 DP 50096. All computer freehold register 555268; Lot 40 DP 50096. All computer freehold register NA80D/458; Lot 43 DP 50096. All computer freehold register 555267; Lot 42 DP 50096. All computer freehold register 555048; Lot 41 DP 50096. All computer freehold register NA80D/459; Lot 62 DP 50096. All computer freehold register 555279; Lot 111 DP 50096. All computer freehold register 555281; Lot 112 DP 50096. All computer freehold register 555282; Lot 113 DP 50096. All computer freehold register 555283; Lot 114 DP 50096. All computer freehold register 555284; Lot 115 DP 50096. All computer freehold register 555285; Lot 116 DP 50096. All computer freehold register 555286; Lot 63 DP 50096. All computer freehold register 555280.</p>	<p>Approx 1.7380 ha</p>	<p>Included in offer</p>
<p>New Zealand Defence Force</p>	<p>Tennyson Housing Block</p>	<p>Lot 1 DP 44962. All computer freehold register 547901; Lot 2 DP 44962. All computer freehold register 547902; Lot 3 DP 44962. All computer freehold register 547903; Lot 4 DP 44962. All computer</p>	<p>Approx 1.2692 ha</p>	<p>Included in offer</p>

## MARUTŪĀHU IWI RECORD OF AGREEMENT

		freehold register 547904; Lot 5 DP 44962. All computer freehold register 547905; Lot 6 DP 44962. All computer freehold register 547906; Lot 7 DP 44962. All computer freehold register 547907; Lot 8 DP 44962. All computer freehold register 547908; Lot 9 DP 44962. All computer freehold register 550607; Lot 10 DP 44962. All computer freehold register 550608; Lot 11 DP 44962. All computer freehold register 550609		
New Zealand Defence Force	Whangaparaoa Training Centre	Part Lot 1 DP 2187, and Part Allotments 248, 249, 250 and 339 and Parts Allotments 251 and 252 Parish of Waiwera. Balance Proclamation 17475.	158.9134 ha subject to survey & less marginal strip/reserve requirements TBC.	A pre-emptive right to Marutūāhu Iwi for any Crown sale of leasehold interest on improvements
New Zealand Defence Force	Navy Museum site at Torpedo Bay <sup>5</sup>	Parts Harbour Bed and Parts Allotment 13A Section 2 Parish of Takapuna. All Gazettes Proclamation 1470, Proclamation 1652, Gazette Notice 717294.1 and Proclamation 910.	0.3511 ha subject to survey & marginal strip/reserve requirements TBC.	Not included in offer
Department of Corrections	Panmure Probation Service Centre, 118 Jellicoe Road <sup>6</sup>	Part Allotment 31 Section 3 Small Lots Near Panmure. All computer freehold register NA88C/866	0.2014 ha	Included in offer
Ministry of Education	Up to 13 school sites <sup>7</sup>	To be confirmed	To be confirmed	Not included in offer

<sup>5</sup> Jointly offered to the Marutūāhu Iwi and Ngāi Tai ki Tamaki

<sup>6</sup> This site may be converted to two year deferred selection redress and by agreement between the parties

<sup>7</sup> These sites may be converted to two year deferred selection redress on a case by case basis and by agreement between the parties

**MARUTŪĀHU IWI RECORD OF AGREEMENT**

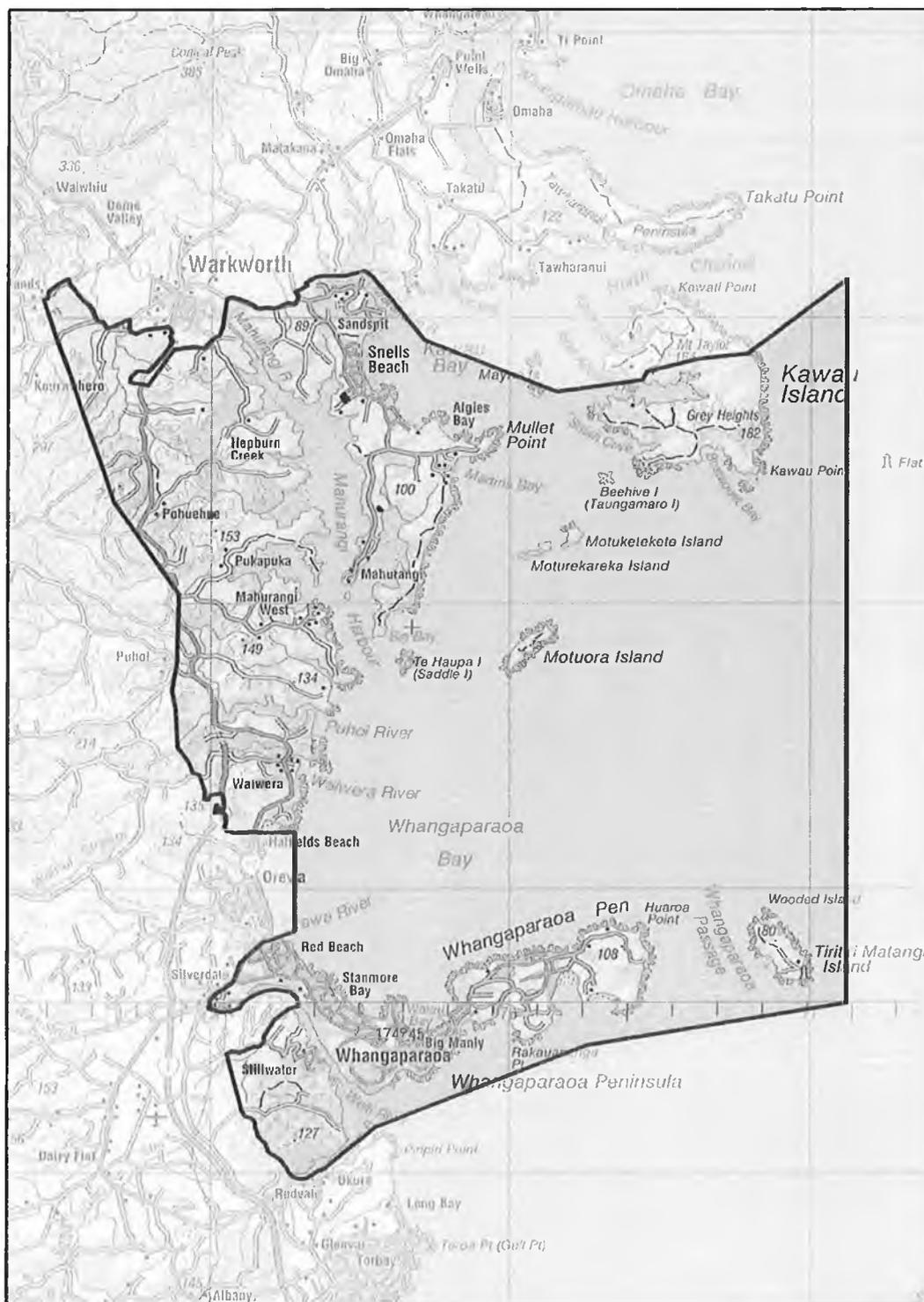
**Table C: Other Commercial Redress Properties for Transfer**

<b>Agency</b>	<b>Property Name</b>	<b>Legal Description</b>	<b>Area</b>	<b>Improvements</b>
New Zealand Defence Force	45 Calliope Road, Auckland	Lot 1 DP 1055. All Proclamation 18931.	0.0397 ha subject to survey	Included in offer
New Zealand Defence Force	47 Calliope Road, Auckland	Lot 2 DP 1055. All Proclamation 19939.	0.0397 ha subject to survey	
New Zealand Defence Force	49 Calliope Road, Auckland	Lot 3 DP 1055. All Proclamation 19315.	0.0602 ha subject to survey	Included in offer
New Zealand Defence Force	Whangaparaoa Peninsula Naval Degaussing Site	Part Allotment 252 Parish of Waiwera. Part Proclamation C473220.2	0.2394 ha subject to survey and less marginal strip/reserve requirements TBC.	Included in offer
Office of Treaty Settlements	71 Grafton Road, Auckland	Sections 2 to 8 SO 371572, Sections 2 and 3 SO 378109	0.1336 ha	Not applicable
Office of Treaty Settlements	3 Garfield Street, Auckland	Lot 2 DP 160407	0.0254 ha	Included in offer
Land Information New Zealand	Musick Point site <sup>8</sup>	Lot 1 DP 158600. All computer freehold register NA107B/757	37.2900 ha	Included in offer

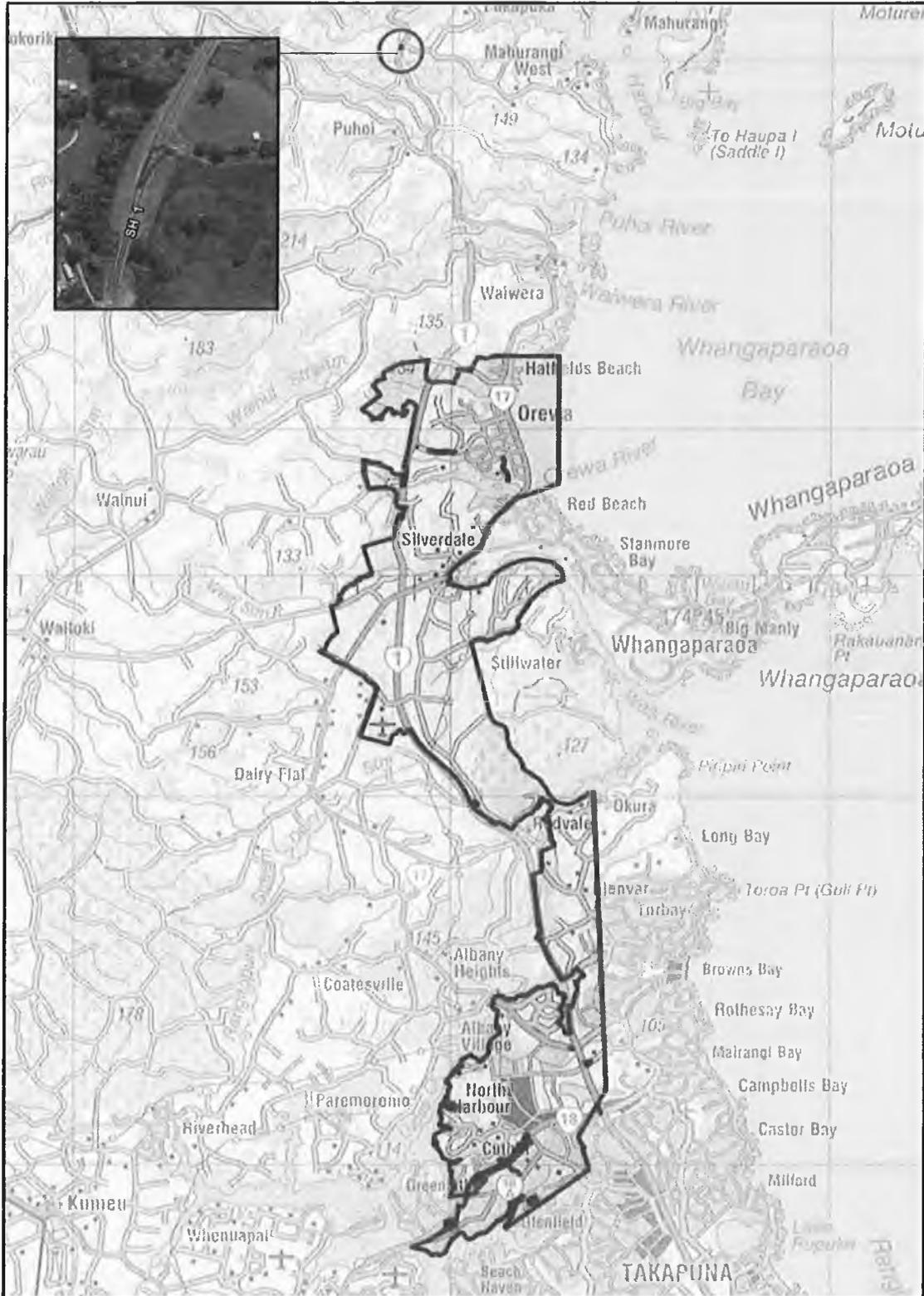
<sup>8</sup> The offer is a second right to purchase any land not purchased by Ngāi Tai ki Tāmaki or transferred to Ngāi Tai ki Tāmaki as cultural redress

RFR LAND AREAS

Map A: Draft Mahurangi shared RFR area (Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri; Te Rūnanga o Ngāti Whātua; Te Kawerau ā Maki)

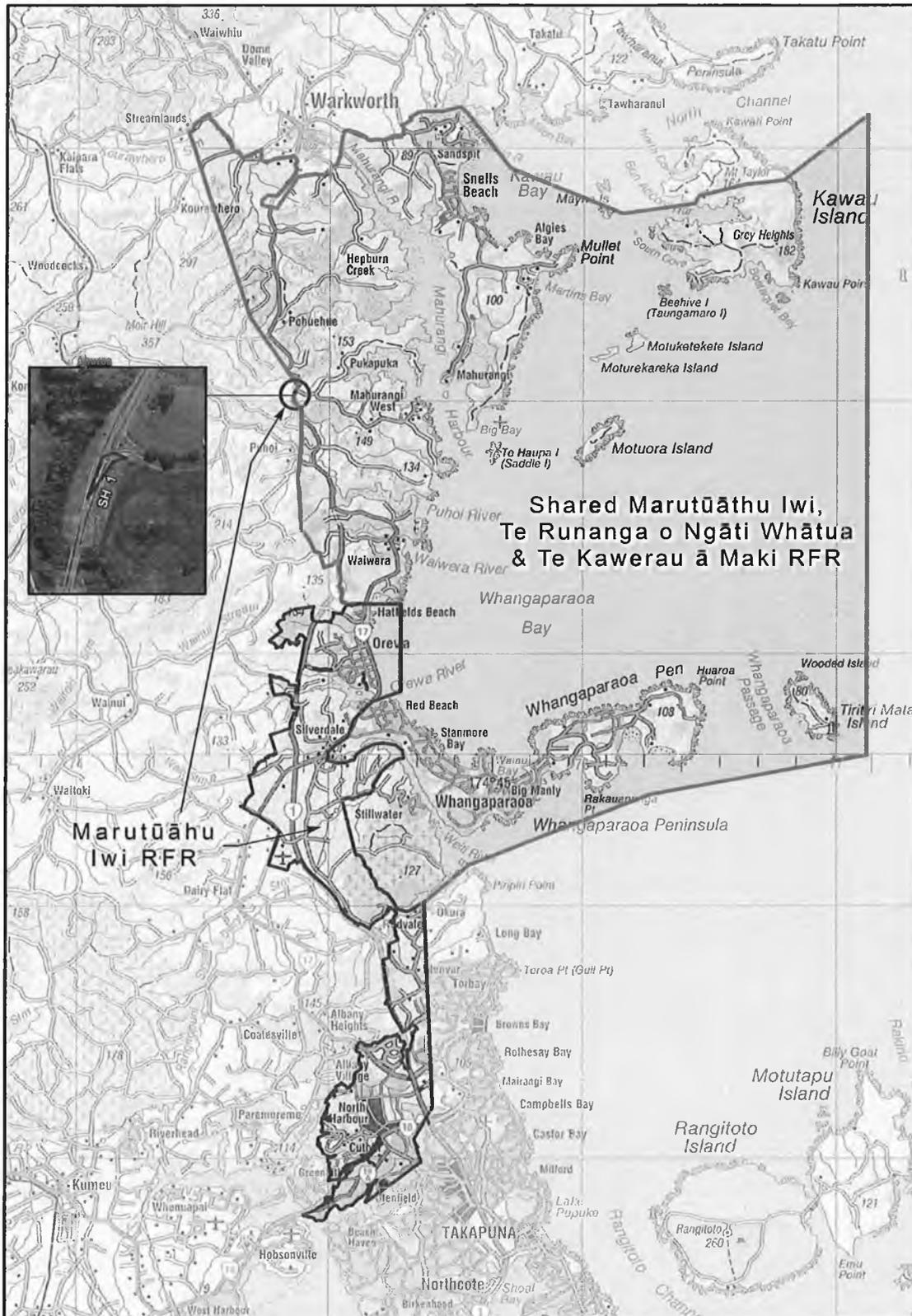


Map B: Draft Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri exclusive RFR area



MARUTŪĀHU IWI RECORD OF AGREEMENT

Map C: Draft Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri exclusive RFR area and shared Marutūāhu Iwi, Te Runanga o Ngāti Whātua & Te Kawerau ā Maki RFR area



AE04083 07 14/05/2013

**ATTACHMENT**

## SUMMARY OF NGĀ MANA WHENUA O TĀMAKI MAKĀURAU COLLECTIVE REDRESS

- 1.1 Each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri will receive the shared redress provided to Ngā Mana Whenua o Tāmaki Makaurau under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed (8 September 2012).
- 1.2 Ngā Mana Whenua o Tāmaki Makaurau comprises:
- 1.1.1 Ngāi Tai ki Tāmaki
  - 1.1.2 Ngāti Maru
  - 1.1.3 Ngāti Pāoa
  - 1.1.4 Ngāti Tamaoho
  - 1.1.5 Ngāti Tamaterā
  - 1.1.6 Ngāti Te Ata
  - 1.1.7 Ngāti Whanaunga
  - 1.1.8 Ngāti Whātua o Kaipara
  - 1.1.9 Ngāti Whātua Ōrākei
  - 1.1.10 Te Ākitai Waiohua
  - 1.1.11 Te Kawerau ā Maki
  - 1.1.12 Te Patukirikiri
  - 1.1.13 Te Rūnanga o Ngāti Whātua
- 1.3 In summary, the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed provides for:
- Cultural redress*
- 1.3.1 Transfer of ownership of 14 tūpuna maunga (volcanic cones) on the conditions that they remain subject to reserve status and are held in trust<sup>9</sup>;

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<sup>9</sup> Matukutūruru (Wiri Mountain), Maungakiekie (One Tree Hill), Maungarei (Mount Wellington), Maungauika (North Head), Maungawhau (Mount Eden), Mount Albert, Mount Roskill, Mount St John, Ōhinerau (Mount Hobson),

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- 1.3.2 Transfer of ownership of certain buildings on the maunga;
- 1.3.3 The right to undertake certain cultural activities on the maunga;
- 1.3.4 Vesting and vest-back of Rangitoto Island, Motutapu Island, Motuihe Island and Tiritiri Matangi Island;
- 1.3.5 Transfer of ownership of three areas on Rangitoto Island (including the tihi of Rangitoto Island);
- 1.3.6 Iwi/hapū recognition on the maunga and motu by way of notations on the certificate of title and statements of association;
- 1.3.7 Six of twelve seats for Ngā Mana Whenua o Tāmaki Makaurau on a new maunga co-governance body to be named the Tūpuna Maunga o Tāmaki Makaurau Authority (two of which are to be appointed by the Marutūāhu Iwi), and the chairmanship role;
- 1.3.8 Three seats for Ngā Mana Whenua o Tāmaki Makaurau on the Auckland Conservation Board (one of which will be held by a Marutūāhu Iwi nominee);
- 1.3.9 A relationship agreement with the Minister of Conservation and Department of Conservation including provision for iwi/hapū specific recognition;
- 1.3.10 Twenty geographic name changes.

### *Commercial redress*

- 1.3.11 An exclusive right of first refusal over surplus Crown-owned land and certain Crown Entity-owned land within Tāmaki Makaurau for 172 years; and
- 1.3.12 A second right of purchase for any deferred selection purchase properties included in individual settlements of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau that are ultimately not acquired by that iwi/hapū.

### *Waitematā and Manukau Harbours*

- 1.4 The Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed sets out that cultural redress in relation to the Waitematā and Manukau Harbours will be developed in separate negotiations between the Crown and Ngā Mana Whenua o Tāmaki Makaurau.

## SUMMARY OF HAURAKI COLLECTIVE REDRESS AGREED TO DATE

- 1.1 Each of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri will receive the shared redress to be provided to the twelve iwi of Hauraki under a collective Hauraki Iwi deed.
- 1.2 The iwi of Hauraki to be covered by the Hauraki Collective deed are:
  - 1.2.1 Ngāi Tai ki Tāmaki
  - 1.2.2 Ngāti Hako
  - 1.2.3 Ngāti Hei
  - 1.2.4 Ngāti Maru
  - 1.2.5 Ngāti Pāoa
  - 1.2.6 Ngāti Porou ki Hauraki
  - 1.2.7 Ngāti Pukenga ki Waiau
  - 1.2.8 Ngāti Rahiri Tumutumu
  - 1.2.9 Ngāti Tamaterā
  - 1.2.10 Ngāti Tara Tokanui
  - 1.2.11 Ngāti Whanaunga
  - 1.2.12 Te Patukirikiri

- 1.3 The Hauraki Collective Framework Agreement (1 October 2010) and the Hauraki Iwi Agreement in Principle Equivalent (22 July 2011) record the scope of collective redress agreed to date between the Crown and iwi of Hauraki to be provided through a Collective Hauraki Iwi deed. In summary, the collective redress under discussion is as follows:

### *Historical account*

- 1.3.1 An agreed collective account of the historical relationship between the Crown and iwi of Hauraki;
- 1.3.2 Crown acknowledgements that certain actions or omissions of the Crown were in breach of the Treaty of Waitangi and its principles;
- 1.3.3 Crown apology to iwi of Hauraki as a collective for those breaches of the Treaty of Waitangi and its principles;

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### *Cultural redress*

- 1.3.4 Exploration of land transfers, in particular Crown owned parts of Moehau and Te Aroha maunga;
- 1.3.5 Exploration of co-governance arrangements in respect of:
- (a) the Waihou River and Piako River catchments, which includes the Ohinemuri River, with the Waikato Regional Council and the local authorities in those catchments;
  - (b) the rivers and waterways of the Coromandel Peninsula with the Waikato Regional Council and the local authorities in those catchments;
  - (c) conservation land / Whenua Kura in the Hauraki Region with the Department of Conservation;
- 1.3.6 Exploration of recognition of the interests of the Iwi of Hauraki in the Whangamarino system and Mangatawhiri and Mangatangi streams;
- 1.3.7 The Hauraki Collective also seeks co-governance arrangements over Tikapa Moana and Te Tai Tamawahine;
- 1.3.8 Exploration of fisheries redress mechanisms that will set out how the Hauraki Collective will have input and participation into fisheries management sustainability decisions and processes pursuant to the Fisheries Act ;
- 1.3.9 Exploration of protocols with the Minister of Energy and the Minister for Arts, Culture and Heritage;
- 1.3.10 Exploration of redress in relation to Te Reo Māori me ona tikanga and enhancement and return of taonga;
- 1.3.11 Exploration of amending or assigning an agreed list of place names of significance to the Iwi of Hauraki;

### *Financial and commercial redress*

- 1.3.12 Financial redress, of an amount to be agreed, apportioned between the twelve iwi of Hauraki;
- 1.3.13 The right to purchase the Crown's interest in Kauaeranga, Tairua, Waihou, Whangamata, and Whangapoua Crown Forest Licensed land at an agreed value, and the right to apply for the associated New Zealand Units, with the associated accumulated rentals being transferred to the iwi of Hauraki;
- 1.3.14 The right to purchase 60% of the Athenree Crown Forest Licensed land at an agreed value, and the right to apply for the associated New Zealand Units, with the associated accumulated rentals being transferred to the iwi of Hauraki;

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- 1.3.15 The right to purchase the Whenuakite Landcorp farm at an agreed value;
  - 1.3.16 Exploration of the right to purchase approximately 315 hectares of Pouarua Landcorp farm at an agreed value;
  - 1.3.17 Exploration of other commercial redress properties, including landbank properties and school sites; and
  - 1.3.18 An exclusive right of first refusal over surplus Crown-owned land within the Hauraki Region, and exploration of a right of first refusal over land held by non-Core Crown entities within the Hauraki Region.