

21 January 2015

NGĀ HAPŪ O NGĀTI RANGINUI

and

NGĀI TE RANGI

and

NGĀTI PŪKENGA

and

TAURANGA MOANA IWI COLLECTIVE LIMITED PARTNERSHIP

and

THE CROWN

TAURANGA MOANA IWI COLLECTIVE DEED

21 January 2015

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COLLECTIVE DEED

THIS DEED is made between

NGĀ HAPŪ O NGĀTI RANGINUI

and

NGĀI TE RANGI

and

NGĀTI PŪKENGA

and

TAURANGA MOANA IWI COLLECTIVE LIMITED PARTNERSHIP

and

THE CROWN

1 BACKGROUND

INTRODUCTION

- 1.1 Tauranga tangata (people) are defined by our location and environment - Tauranga Moana (the sea) and Tauranga whenua (the land). Our collective mana extends over a vast tribal estate. Like a great fishing net with the top strake at the summit of the Kaimai mountain range across to Otawa and the bottom strake reaching out to the many islands and including the marine environs, the area this net encompasses represents the totality of our physical identity and includes traditional and contemporary sources of sustenance and mana.
- 1.2 Every inch of this land holds special significance to our whānau, hapū and iwi whilst the moana nourishes us physically and spiritually. Indeed, we are intertwined with the moana to such an extent that we are identified by it and known as Tauranga Moana, the only tribal groups in New Zealand identified in such a manner. Therefore the restoration of our mana upon our moana and whenua is paramount.
- 1.3 Ngāti Pūkenga, Ngāi Te Rangi and Ngāti Ranginui suffered significantly from Crown breaches of the Treaty of Waitangi. The iwi suffered loss of life, loss of land and loss of connection with culturally significant areas and resources. Their claims have been inquired into and reported on by the Waitangi Tribunal in two reports (2004 report on the Tauranga confiscation claims and 2010 report on Tauranga Moana claims 1886-2006) which provide comprehensive descriptions of the grievances and Treaty breaches.
- 1.4 The members of the Tauranga Moana Iwi Collective are:
- 1.4.1 Ngāi Te Rangi;
 - 1.4.2 Ngāti Pūkenga; and
 - 1.4.3 Ngāti Ranginui.
- 1.5 Ngāi Te Rangi are generally represented in Tauranga Moana Iwi Collective by Te Runanga o Ngāi Te Rangi Iwi Trust, which has been mandated to represent the hapū of Ngāi Te Rangi in settlement negotiations with the Crown. Ngā Potiki has separately mandated Ngā Pōtiki a Tamapahore Trust for the purposes of settlement negotiations with the Crown and has participated in the Tauranga Moana Iwi Collective negotiations through Ngāi Te Rangi membership in the collective.
- 1.6 Ngāti Pūkenga are represented in the Tauranga Moana Iwi Collective by Te Au Maaro o Ngāti Pūkenga Charitable Trust, which has been mandated to represent Ngāti Pūkenga in settlement negotiations with the Crown.
- 1.7 Ngāti Ranginui were represented in the Tauranga Moana Iwi Collective until 20 June 2012 by Te Roopu Whakamana o Nga Hapū o Ngāti Ranginui, the entity mandated to negotiate the settlement of the Ngāti Ranginui claims. However, since the signing of the Ngā Hapū o Ngāti Ranginui Deed of Settlement on 21 June 2012 the mandate to represent Ngāti Ranginui interests in the Tauranga Moana Iwi Collective negotiations and settlement with the Crown has been passed to the Ngāti Ranginui Post Settlement Governance Entity, Ngā Hapū o Ngāti Ranginui Settlement Trust.

1: BACKGROUND

- 1.8 Ngāti Ranginui, Ngāi Te Rangi and Ngāti Pūkenga entered into collective negotiations in 2010 in order to negotiate shared redress alongside their individual iwi settlements. This collective approach has required intensive engagement over a two and a half year period. This approach resulted in the three iwi agreeing on the shared redress set out in this collective deed and the allocation of Crown properties within the Tauranga Moana area.
- 1.9 On 22 December 2011, the Tauranga Moana Iwi Collective signed a Statement of Position and Intent with the Crown, which summarised the status of negotiations between the Crown and the Tauranga Moana Iwi Collective and outlined the remaining steps required to reach final agreement on collective redress. The Minister for Treaty of Waitangi Negotiations wrote separately to Ngā Pōtiki a Tamapahore Trust acknowledging the Ngā Pōtiki interest in the collective redress.
- 1.10 On 2 November 2012, the collective deed was initialled by the Crown and Tauranga Moana Iwi Collective.
- 1.11 Between 12 November and 12 December 2012 the Tauranga Moana iwi ratified the collective deed, entity and signatory by a majority of the percentages set out at clause 1.14.
- 1.12 Following a Crown determination process that concluded on 27 June 2014, sale and leaseback sites and the majority of right of first refusal properties were reallocated to the individual iwi within the Tauranga Moana Iwi Collective.
- 1.13 In September 2014, the Tauranga Moana Iwi Collective and the Crown reached final agreements on collective redress which is set out in this collective deed. Settlement redress for each individual iwi within the Tauranga Moana Iwi Collective is or will be set out in their respective individual deeds of settlement.

RATIFICATION AND APPROVALS

- 1.14 The Tauranga Moana iwi have, since the initialling of the collective deed, by a majority of –
- 1.14.1 the percentage for each Tauranga Moana iwi specified next to the iwi below, ratified this deed; and
- 1.14.2 the percentage for each iwi specified next to the iwi below, approved the collective entity receiving the redress; and
- 1.14.3 the percentage for each Tauranga Moana iwi specified next to the iwi below, approved the signing of the deed on their behalf by the signing entity:

Iwi	Deed ratification	Collective entity approved	Signatory to the deed
Ngā Hapū o Ngāti Ranginui	90%	90%	92%
Ngāi Te Rangi	94%	94%	93%
Ngāti Pūkenga	95%	94%	97%

- 1.15 Each majority referred to in clause 1.14.3 is of valid votes cast in a ballot by eligible members of each iwi.

1: BACKGROUND

- 1.16 Between 8 and 26 July 2014 each of the members of the Tauranga Moana Iwi Collective ran a communications process outlining to their members the reallocation process referred to in clause 1.12.
- 1.17 The collective entity approved entering into, and complying with, this deed by a resolution of board of directors of the Tauranga Moana Iwi Collective General Partner Limited on 18 December 2014.
- 1.18 The Crown is satisfied –
- 1.18.1 with the ratification and approvals of each iwi of Tauranga Moana iwi referred to in clauses 1.14.1 to 1.14.3; and
 - 1.18.2 with the collective entity; and
 - 1.18.3 with the collective entity's approval referred to in clause 1.17; and
 - 1.18.4 with the communications process explaining the reallocation process referred to in clause 1.16; and
 - 1.18.5 the collective entity is appropriate to receive the redress.

AGREEMENT

- 1.19 Therefore, the parties –
- 1.19.1 wish to enter, in good faith, into this deed; and
 - 1.19.2 agree and acknowledge as provided in this deed.

2 Tauranga Moana Framework

BACKGROUND

- 2.1 The whānau and hapū of Ngāti Pūkenga, Ngāi Te Rangi and Ngāti Ranginui and their hapū comprise a significant community of interest within the Western Bay of Plenty. They are moana-centric people with an enduring thousand year association with Tauranga Moana that is fundamental to their identity and wellbeing, culturally and materially. They are inextricably bound to the entire Tauranga Harbour catchment area and much of the western Bay of Plenty coastline and marine area, as well as inland to the Kaimai Ranges. This relationship is best captured in the following pepeha, "*ko tatou te moana ko te moana tatou*" - "*we are one with the moana*".
- 2.2 Tauranga Moana iwi belong to the landscapes in which their whakapapa embeds them. Their ancestral landscapes are those places made sacred by the lives and deaths of their ancestors. These landscapes include natural features such as forests and rivers; physical formations such as mountains, valleys, harbours and estuaries; and cultural features such as pā, kāinga, mahinga kai and wāhi tapu. The ancestral landscape defines the relationship between Tauranga Moana iwi and the natural environment; it is, quite literally, the embodiment of their cultural heritage. The state of their ancestral landscapes is inextricably linked to the spiritual, emotional, physical and social wellbeing of the people of the Tauranga Moana iwi and is expressed through the ethic and practise of kaitiakitanga.¹ The health and wellbeing of the Moana has a direct correlation to the iwi of Tauranga. If the Moana is unwell then its people are unwell. As kaitiaki, there is an obligation upon Tauranga Moana iwi to protect, enhance and restore the Moana to full health and wellbeing for all current and future generations.
- 2.3 For countless generations this unique and profound association has been and remains central to the cultural, social, economic and environmental wellbeing of the whānau and hapū of these Tauranga Moana iwi and to their identity.
- 2.4 Ngāti Pūkenga, Ngāi Te Rangi and Ngāti Ranginui and their hapū have suffered significantly from Crown breaches of the Treaty of Waitangi. They suffered loss of life, loss of land and loss of connection with culturally significant areas and resources. Their claims have been inquired into and reported on by the Waitangi Tribunal in two reports (2004 report on the Tauranga confiscation claims and 2010 report on Tauranga Moana claims 1886-2006) which provide comprehensive descriptions of the grievances and Treaty breaches.
- 2.5 In its 2010 report the Waitangi Tribunal found that Tauranga Māori ought to have had the full protection of their Treaty rights to rangatiratanga and kaitiakitanga over Tauranga harbour recognised at all times, unless alienated by freely negotiated agreement, or when strictly necessary in the national interest. The Waitangi Tribunal further found that Crown control over natural resources, and the destruction of forests and fisheries permitted by the Crown, left Tauranga Māori unable to sustain their traditional way of life, and unable to utilise natural resources as a base for economic development.

¹ Source: Waitangi Tribunal 2010 report - *Tauranga Moana 1886 to 2006*.

2: TAURANGA MOANA FRAMEWORK

- 2.6 Tauranga Moana comprises the Tauranga Harbour, the significant number of rivers, streams and wetlands within the harbour catchment, and the coastal marine area from the Waiororo Stream (to be assigned in legislation giving effect to the Ngāi Te Rangi deed of settlement) in the north-west to the Wairakei Stream in the south-east. Tauranga Moana is a significant resource with environmental, conservation, cultural, economic, social and recreational values. Over time, the natural and physical environment has altered and, together with its associated ecosystems, has suffered deterioration.
- 2.7 While the Resource Management Act 1991 and the Local Government Act 2002 ensure due consideration of Treaty principles when decisions are made that affect the relationship tangata whenua have with their taonga, relationship building means going beyond the statutory compliance issues. It means building awareness, understanding, agreement and commitment within the relationship that gives confidence to both parties that their values, principles and perspectives have been included in the decision-making process. A consistent approach is required to facilitate discussion and the exchange of information on resource consents, heritage management, development issues, and community well-being. These communications will contribute to effective decision-making in the Western Bay of Plenty.²
- 2.8 Recognition of their mana, rangatiratanga and kaitiakitanga over the moana is fundamentally important to Tauranga Moana iwi and hapū who aspire to achieve, among other things:
- 2.8.1 the restoration, protection and maintenance of the health and wellbeing of Tauranga Moana and the health and wellbeing of the people around the moana; and
 - 2.8.2 direct involvement in policy development and decision-making affecting Tauranga Moana; and
 - 2.8.3 use of the full range of tools available under existing and newly developed regulatory frameworks; and
 - 2.8.4 consistent good-faith engagement on relevant issues.
- 2.9 For the Crown, arrangements in respect of Tauranga Moana should –
- 2.9.1 meet Treaty of Waitangi obligations and be informed by the reports of the Waitangi Tribunal concerning the Tauranga Moana claims; and
 - 2.9.2 be consistent with the principle of public access within marine and coastal area as reflected in sections 26 and 27 of the Marine and Coastal Area (Takutai Moana) Act 2011; and
 - 2.9.3 preserve democratic local decision-making and action by and on behalf of communities, including preserving the role of, and final decision-making by, local authorities as provided in relevant legislation; and
 - 2.9.4 provide an effective role for iwi and hapū in natural resource management; and
 - 2.9.5 promote sustainable management of natural and physical resources; and

² Source: SmartGrowth Strategy 2004 (2007 revision).

2: TAURANGA MOANA FRAMEWORK

- 2.9.6 improve and protect the health of the moana and the connected health of whānau, hapū and iwi; and
 - 2.9.7 provide for customary interests and accommodate cultural diversity and more than one world-view; and
 - 2.9.8 be characterised by arrangements that are fit for purpose; and
 - 2.9.9 be characterised by arrangements that are durable and will endure.
- 2.10 The Crown acknowledges that the Tauranga Moana iwi are the Crown's Treaty partners.

TAURANGA MOANA FRAMEWORK

- 2.11 For the purpose of recognising and addressing the foregoing matters the Crown and Tauranga Moana iwi agree –
- 2.11.1 that the collective legislation will, on the terms provided by part 3 of the legislative matters schedule –
 - (a) establish a statutory committee called the Tauranga Moana Governance Group; and
 - (b) provide for the preparation, review, amendment and adoption of a Tauranga Moana framework document - Ngā Tai ki Mauao; and
 - 2.11.2 to the other provisions in this part 2; and
 - 2.11.3 within 20 business days of the settlement date the Crown will provide a financial contribution to the Bay of Plenty Regional Council to support the provision of administrative and technical support to the Tauranga Moana Governance Group and the preparation and adoption of Ngā Tai ki Mauao (the Tauranga Moana framework document).

RELATIONSHIP WITH TAURANGA MOANA IWI

- 2.12 The documents schedule contains a statement by Tauranga Moana iwi of their relationship with Tauranga Moana.
- 2.13 The parties will discuss how the statement of relationship will be recognised in the collective legislation.

PROVISION FOR OTHER IWI INTERESTS

- 2.14 The parties acknowledge that –
- 2.14.1 the Crown is at various stages of Treaty of Waitangi settlement negotiations with claimant groups who the Crown considers have or may have interests in Tauranga Moana; and
 - 2.14.2 where negotiations with those claimant groups results in redress being provided in relation to parts of Tauranga Moana, that redress will be given effect to through future Treaty of Waitangi settlement legislation.

2: TAURANGA MOANA FRAMEWORK

- 2.15 The Crown agrees that any future redress will be subject to the resolution of overlapping interests (including those of Tauranga Moana iwi) to the satisfaction of the Crown and will –
- 2.15.1 be commensurate with matters such as –
 - (a) the relative strength and nature of the association of the claimant group to Tauranga Moana, taken as a whole; and
 - (b) the nature of the claimant group's grievances in relation to Tauranga Moana; and
 - 2.15.2 not undermine the fundamental elements of the Tauranga Moana arrangements set out in this deed; and
 - 2.15.3 not derogate from the Crown's recognition of the relationship between Tauranga Moana iwi and hapu and Tauranga Moana referred to in clauses 2.12 and 2.13 of this deed; and
 - 2.15.4 be designed to preserve and enhance relationships between Tauranga Moana Iwi and claimant groups.
- 2.16 The Crown agrees that the process for developing any future Tauranga Moana redress will be as follows:
- 2.16.1 the Crown will engage with the Tauranga Moana Iwi Collective as early as is practicable in the negotiation process:
 - 2.16.2 the Crown will encourage and facilitate engagement directly between the Tauranga Moana Iwi Collective and the relevant claimant group:
 - 2.16.3 the Tauranga Moana Iwi Collective will be kept informed and will be provided with appropriate relevant information to allow informed views to be developed:
 - 2.16.4 prior to any redress over Tauranga Moana being agreed with another claimant group, the Tauranga Moana Iwi Collective will have the opportunity to express a view on the proposed redress:
 - 2.16.5 the Crown will also engage with the Tauranga Moana Governance Group in relation to any future redress proposals over Tauranga Moana:
 - 2.16.6 the Crown will make the final decision on the provision of redress for future claimant groups when settling their historical claims, and will do so in a manner consistent with this deed and the interests in all iwi with historical Treaty of Waitangi claims.

Definitions

- 2.17 In this part –
- 2.17.1 "**recognised interests**" means the interests of iwi, other than Tauranga Moana iwi, that are relevant to the Tauranga Moana Framework and are confirmed in legislation giving effect to future settlements of historical Treaty of Waitangi claims; and

2: TAURANGA MOANA FRAMEWORK

- 2.17.2 "**recognised interest area**" means an area containing recognised interests of iwi, other than Tauranga Moana iwi, that are relevant to the Tauranga Moana Framework and is confirmed in legislation giving effect to future settlements of historical Treaty of Waitangi claims.

CROWN COMMITMENT

- 2.18 The Crown is in Treaty settlement negotiations with claimant groups which may result in redress arrangements over areas in which Tauranga Moana iwi consider they have an interest.
- 2.19 The Crown agrees that in developing any such arrangements it will engage with the Tauranga Moana Iwi Collective as early as practicable to provide for appropriate recognition of Tauranga Moana iwi interests, commensurate with the relative strength and nature of those interests, including appropriate participation in relevant natural resource frameworks that are developed through those negotiations.
- 2.20 Clauses 2.18 and 2.19, and any arrangements that result from any engagement, do not affect the settlement of any Tauranga iwi claims.

IMPORTANCE TO THE WESTERN BAY OF PLENTY AND ENHANCED DECISION-MAKING

- 2.21 Tauranga Moana contributes to the unique identity of the Western Bay of Plenty by providing natural, social, recreational, cultural and economic resources. It is central to the natural and cultural environment of the Western Bay of Plenty and to the lifestyles and social needs of the community. Tauranga Moana is at the heart of many people's connection with the Western Bay of Plenty. The natural character, ecology, cultural importance, recreational values and economic benefits of Tauranga Moana connect it inextricably with the character, lifestyles, culture and wellbeing of the Western Bay of Plenty. As a physical and spiritual symbol of identity for whānau, hapū and iwi living around it, Tauranga Moana is vital to the cultural wellbeing and cohesion of the Western Bay of Plenty community.
- 2.22 The collective legislation will provide that the part of the collective legislation that gives effect to part 3 of the legislative matters schedule will be interpreted in a manner that best furthers –
- 2.22.1 the statements referred to or set out in clauses 2.12; and
- 2.22.2 the parties' shared intention that part 3 of the legislative matters schedule, and the rest of this part, provide for Tauranga Moana iwi and hapū to participate more fully in decision-making related to Tauranga Moana.

SHARED PRINCIPLES

- 2.23 Tauranga Moana iwi and the Crown have negotiated the arrangements for Tauranga Moana set out in this part (including part 3 of the legislative matters schedule) in good faith based on their respective commitments to each other.
- 2.24 The arrangements are intended by Tauranga Moana iwi and the Crown to –
- 2.24.1 operate in accordance with their relationship under the Treaty of Waitangi; and

2: TAURANGA MOANA FRAMEWORK

- 2.24.2 provide for Tauranga Moana iwi and hapū to participate meaningfully in decision-making and the framing of policy related to Tauranga Moana; and
- 2.24.3 promote holistic and integrated management of Tauranga Moana; and
- 2.24.4 provide for iwi and hapū values and mātauranga Māori in the management of Tauranga Moana; and
- 2.24.5 not derogate from –
- (a) existing arrangements between Tauranga Moana iwi and hapū and the Crown or local authorities; or
 - (b) specific redress obtained by Tauranga Moana iwi under their respective Treaty of Waitangi settlements; and
- 2.24.6 operate within and through existing statutory frameworks; and
- 2.24.7 enable Tauranga Moana iwi and hapū, and local authorities and agencies with responsibilities related to Tauranga Moana to establish and maintain positive, co-operative and enduring relationships based on –
- (a) respecting the autonomy of the parties and their individual mandates, roles and responsibilities;
 - (b) actively working together to –
 - (i) share knowledge and expertise; and
 - (ii) maintain an effective role for –
 - (I) Tauranga Moana iwi to participate in the governance of Tauranga Moana; and
 - (II) Tauranga Moana iwi and hapū to participate in co-management arrangements for Tauranga Moana; and
 - (iii) achieve effective and integrated management of Tauranga Moana for the good of all; and
 - (c) co-operating in partnership with a spirit of good faith, integrity, honesty, transparency and accountability; and
 - (d) engaging early on issues of known interest to either of the parties; and
 - (e) understanding that the parties' relationship is evolving.
- 2.25 If issues arise in the application of the principles referred to in clause 2.24 the parties will work together to endeavour to resolve those issues.
- 2.26 The collective legislation will provide that the part of the collective legislation that gives effect to part 3 of the legislative matters schedule will be interpreted in a manner that best furthers the matters set out in clauses 2.23 and 2.24.

2: TAURANGA MOANA FRAMEWORK

LOCAL GOVERNMENT ACT

- 2.27 Following the date of this deed, if requested the Crown will facilitate a discussion between Tauranga Moana iwi and the local authorities with a view to identifying opportunities for Tauranga Moana iwi to contribute to local authority decision-making processes in accordance with section 14(1)(d) and section 81 of the Local Government Act 2002 including whether joint working parties could be established in relation to the preparatory stages of relevant functions and powers including long term plans and annual plans under the Local Government Act 2002.

LETTERS OF INTRODUCTION

- 2.28 The Crown, through the appropriate Minister, will provide letters of introduction to assist Tauranga Moana iwi to –
- 2.28.1 seek approval to be a Heritage Protection Authority; and
 - 2.28.2 apply for appointment as a registered collector of ngā tāonga tūturu under the Protected Objects Act 1975; and
 - 2.28.3 establish a memorandum of understanding with Heritage New Zealand Pouhere Taonga; and
 - 2.28.4 establish a memorandum of understanding with the New Zealand Archaeological Association; and
 - 2.28.5 establish a memorandum of understanding with the Walking Access Commission.

MEANING OF TAURANGA MOANA

- 2.29 In this part and in part 3 of the legislative matters schedule, "**Tauranga Moana**" and "**moana**" –
- 2.29.1 mean:
- (a) the waters (including internal waters and tidal lagoons) and other natural resources and the geographic features (including Tauranga Harbour) comprising the coastal marine area marked as "A" on the Tauranga Moana framework plan in the attachments; and
 - (b) the waters and other natural resources and the geographic features comprising the rivers, streams, creeks and natural watercourses within the catchment that flow into –
 - (i) Tauranga Harbour; or
 - (ii) the sea at any point within the area marked as "A" on the Tauranga Moana Framework plan in the attachments;
 - (c) the waters and other natural resources and the geographic features comprising wetlands, swamps and lagoons within the catchment; and
 - (d) the beds and aquatic margins of the water bodies referred to in clauses (a) to (c); and

2: TAURANGA MOANA FRAMEWORK

- (e) the ecosystems associated with the waters and natural features referred to in clauses (a) to (d); but

2.29.2 do not include –

- (a) the waters and other natural resources situated on offshore islands for which the Minister of Local Government is the territorial authority pursuant to section 22 of the Local Government Act 2002, including Tūhua (current recorded name "Mayor Island (Tuhua)") and Motītī Island (current recorded name "Motiti Island"); or
- (b) the waters and other natural resources and the geographic features comprising the rivers, streams, creeks and natural watercourses within the catchment that do not flow into:
 - (i) Tauranga Harbour; or
 - (ii) the sea at any point within the area marked as "A" on the Tauranga Moana framework plan in the attachments.

3 PUBLIC CONSERVATION LAND

STATUTORY ACKNOWLEDGEMENTS

- 3.1 The collective legislation will, on the terms provided by part 4 of the legislative matters schedule –
- 3.1.1 provide the Crown's acknowledgement of the statements by Tauranga Moana iwi of their particular cultural, spiritual, historical, and traditional association with –
- (a) the ridge lines on the Kaimai-Mamaku Range (as shown on deed plan OTS-215-011); and
 - (b) the ridge lines from Ottawa to Pūwhenua (as shown on deed plan OTS-215-012); and
- 3.1.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 3.1.3 require relevant consent authorities to forward to the collective entity and each representative entity –
- (a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and
 - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- 3.1.4 enable the collective entity and each representative entity, and any member of the Tauranga Moana iwi, to cite the statutory acknowledgement as evidence of Tauranga Moana iwi's association with an area.
- 3.2 The statements of association are in the documents schedule.
- 3.3 The parties acknowledge that the statutory acknowledgements apply to areas in which other groups may assert mana whenua.

TE KŪPENGA

- 3.4 Te Kūpenga provides for the Department of Conservation and Tauranga Moana iwi and hapū to work together to enhance conservation lands in Te Kūpenga and consists of the following elements:
- 3.4.1 a Conservation Partnership Forum:
 - 3.4.2 Conservation Principles Document:
 - 3.4.3 Conservation Management Plan for Ngatukituki Area:
 - 3.4.4 engagement with East Coast Bay of Plenty Conservation Board:

3: PUBLIC CONSERVATION LAND

- 3.4.5 engagement with Tauranga Office:
 - 3.4.6 transfer to Iwi of specific decision-making functions:
 - 3.4.7 Wāhi Tapu Management Plans:
 - 3.4.8 Cultural Materials Plan:
 - 3.4.9 Wānanga Areas:
 - 3.4.10 relationship and operational matters.
- 3.5 The collective legislation will give effect to Te Kūpenga on the terms provided in part 3 of the documents schedule.

EFFECT OF CULTURAL REDRESS GENERALLY

- 3.6 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar redress.
- 3.7 However, clause 3.6 is not an acknowledgement by Tauranga Moana iwi that any other iwi has any interests in the areas covered by the cultural redress.

4 MAUAO

- 4.1 The trustees of the Mauao Trust and the Tauranga City Council have agreed to a new joint approach to the administration of the Mauao Historic Reserve, in which control and management of the reserve will be transferred from Tauranga City Council to a new joint administering body.
- 4.2 In particular, the Mauao Trust and the Tauranga City Council have agreed that –
- 4.2.1 the Mauao Historic Reserve will be managed and administered by a joint management body (the **joint board**). This arrangement will remain in place for a minimum one year period from settlement date, after which time the Mauao Trust and the Tauranga City Council may jointly agree to give notice that the Mauao Trust wishes to assume the role of sole administering body for the reserve; and
- 4.2.2 the joint board is appointed to manage and administer the Mauao Historic Reserve as if that appointment was made under section 30 of the Reserves Act 1977, but that section has no other application to the joint board; and
- 4.2.3 the joint board to be established by the settlement date will comprises –
- (a) 4 members appointed by the Mauao Trust; and
- (b) 4 members appointed by the Tauranga City Council; and
- 4.2.4 sections 31 to 34 of the Reserves Act 1977 apply to the joint board as if it were a Board; and
- 4.2.5 clause 4.2.4 applies, subject to clauses 4.2.6 and 4.2.7; and
- 4.2.6 the first meeting of the joint board must be held no later than 2 months after the settlement date; and
- 4.2.7 the joint board may adopt alternative provisions about its meetings and, if it does –
- (a) those provisions apply; and
- (b) any contrary provision in section 32 of the Reserves Act does not apply.
- 4.3 Tauranga Moana iwi support the new joint approach.
- 4.4 The collective legislation will give effect to clause 4.2 and, on the terms provided by part 4A of the legislative matters schedule, to other provisions required to give effect to the new joint approach.

5 COMMERCIAL REDRESS

FINANCIAL PAYMENT

- 5.1 The Crown will pay the collective entity the amount of \$250,000 within 10 business days after the date collective legislation has been approved as satisfactory under clause 6.3.3.

TMIC ATHENREE FOREST LAND

- 5.2 The TMIC Athenree forest land is to be –
- 5.2.1 sold by the Crown to the collective entity on the settlement date and on the terms of transfer in part 3 of the property redress schedule; and
 - 5.2.2 as described, and is to have the transfer value provided, in part 2 of the property redress schedule.
- 5.3 The transfer of the TMIC Athenree forest land will be subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property. In addition, the parties agree that, on transfer, the TMIC Athenree forest land will have the benefit of, and be subject to, a reciprocal right of way easement on standard terms in respect of the existing formed road that forms part of the boundary between the TMIC Athenree forest land and the balance of the land in the Athenree forest.
- 5.4 On the settlement date –
- 5.4.1 the Crown will transfer the TMIC Athenree forest land to the collective entity on the terms set out in part 3 of the property redress schedule; and
 - 5.4.2 the collective entity must pay to the Crown an amount equal to the transfer value of the property plus GST, if any, by –
 - (a) bank cheque drawn on a registered bank and payable to the Crown; or
 - (b) another payment method agreed by the parties.

Collective legislation

- 5.5 The collective legislation will, on the terms provided by part 5 of the legislative matters schedule, enable the transfer of the TMIC Athenree forest land and, in particular, will provide for the following in relation to the land –
- 5.5.1 the TMIC Athenree forest land to cease to be Crown forest land upon registration of the transfer:
 - 5.5.2 the collective entity to be, from the actual settlement date, in relation to the TMIC Athenree forest land –
 - (a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

5: COMMERCIAL REDRESS

- (b) entitled to the rental proceeds since the commencement of the Crown forestry licence:
- 5.5.3 on the actual settlement date the Crown to give notice under section 17(4)(b) of the Crown Forests Assets Act 1989 terminating the Crown forestry licence at the expiry of the period determined under that section, as if –
- (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of TMIC Athenree forest to Māori ownership; and
 - (b) the Waitangi Tribunal's recommendation became final on the actual settlement date for the TMIC Athenree forest land:
- 5.5.4 the collective entity to be the licensor under the Crown forestry licence, as if TMIC Athenree forest land had been returned to Māori ownership on the actual settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying:
- 5.5.5 if the Crown has not completed the processes referred to in clause 17.4 of the Crown forestry licence before the actual settlement date –
- (a) the Crown to be required to continue those processes on and after the actual settlement date for the TMIC Athenree forest land, and until the processes are completed; and
 - (b) for the period starting on the actual settlement date and ending on the completion of the processes referred to in clause 17.4 of the Crown forestry licence, the licence fee payable under the Crown forestry licence to be the amount calculated in the manner described in paragraphs 3.28 and 3.29 of the property redress schedule; and
 - (c) if the processes referred to in clause 17.4 of the Crown forestry licence commenced as a result of a notice under clause 5.5.3 (rather than an equivalent notice in respect of the balance of the land that is subject to the Crown forestry licence), with references to the "prospective Proprietors" in clause 17.4 of the Crown forestry licence to be read as the "collective entity":
- 5.5.6 if the TMIC Athenree forest land is not transferred under this deed it is deemed to have been the subject of a final recommendation of the Waitangi Tribunal under section 8HB(1)(b) of the Treaty of Waitangi Act 1975 that the land not be liable to return to Māori ownership:
- 5.5.7 for rights of access to areas that are wāhi tapu in the TMIC Athenree forest land.

RFR FROM THE CROWN

- 5.6 The collective entity is to have a right of first refusal in relation to a disposal of RFR land, being land listed in the attachments as RFR land that, on the settlement date, –
- 5.6.1 is vested in the Crown; or
 - 5.6.2 the fee simple for which is held by the Crown.

5: COMMERCIAL REDRESS

- 5.7 The right of first refusal is –
- 5.7.1 to be on the terms provided by part 7 of the legislative matters schedule; and
 - 5.7.2 in particular, to apply –
 - (a) for a term of 174 years from the settlement date; but
 - (b) only if the RFR land is not being disposed of in the circumstances provided by paragraph 6.11 of part 6 of the legislative matters schedule.
- 5.8 Clause 5.9 applies if the Crown offers the RFR land to the collective entity in accordance with part 6 of the legislative matters schedule.
- 5.9 The Crown acknowledges that in the event an RFR offer is accepted by the collective entity in respect of the RFR land, the collective entity intends to nominate a nominee in accordance with paragraph 6.9 of the legislative matters schedule. The collective entity intends that nominee to be, at its discretion, either –
- 5.9.1 an entity identified by the Ngā Hapū o Ngāti Ranginui governance entity and the Ngāi Te Rangī governance entity jointly; or
 - 5.9.2 if an entity is not identified jointly as per clause 5.9.1, then an entity identified by one of the governance entities in clause 5.9.1 individually.

6 COLLECTIVE LEGISLATION, CONDITIONS AND TERMINATION

COLLECTIVE LEGISLATION

- 6.1 Within 12 months after the date of this deed the Crown must propose collective legislation for introduction to the House of Representatives.
- 6.2 The collective legislation will provide for all matters for which legislation is required to give effect to this deed and, in particular, –
- 6.2.1 the legislative matters schedule; and
 - 6.2.2 those parts of part 3 of the documents schedule (Te Kūpenga Framework) which are required to be included in the collective legislation; and
 - 6.2.3 may include provisions to give effect to clause 4.4.
- 6.3 The collective legislation proposed for introduction to the House of Representatives –
- 6.3.1 must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speaker's Ruling, and conventions; and
 - 6.3.2 to the extent necessary to ensure the legal effectiveness of the collective legislation, may differ in form from the legislative matters schedule; and
 - 6.3.3 must be in a form that is satisfactory to the collective entity and the Crown.
- 6.4 The Tauranga Moana iwi and the collective entity must support the passage through Parliament of the collective legislation.

DEED CONDITIONAL

- 6.5 This deed is conditional on:
- 6.5.1 a representative entity of each of the Tauranga Moana iwi having –
 - (a) been ratified by the iwi and established; and
 - (b) been approved by the Crown as being an entity properly ratified and representative of the iwi; and
 - (c) become a limited partner of the collective entity; and
 - 6.5.2 the collective legislation coming into force.

TERMINATION

- 6.6 The Crown, or the collective entity, may terminate this deed, by notice to the other, if –
- 6.6.1 the condition in clause 6.5.1 has not been satisfied within 6 months after the date of this deed; or

6: COLLECTIVE LEGISLATION, CONDITIONS AND TERMINATION

- 6.6.2 the collective legislation has not come into force within 30 months after the date of this deed; and
- 6.6.3 the terminating party has given the other party at least 20 business days' notice of an intention to terminate.

7 EFFECT OF THIS DEED AND IMPLEMENTATION

- 7.1 This deed does not settle any of the historical claims of the Tauranga Moana iwi.
- 7.2 This deed provides collective Treaty redress for historical claims in respect of the shared interests of the Tauranga Moana iwi. The Tauranga Moana iwi acknowledge that the redress under this deed will be part of the comprehensive settlement of the historical Treaty claims of each Tauranga Moana iwi.
- 7.3 The collective legislation will, on the terms provided by paragraphs 7.5 to 7.8 of the legislative matters schedule –
- 7.3.1 provide that the legislation referred to in paragraph 7.5.2 of the legislative matters schedule does not apply –
- (a) to the TMIC Athenree forest land or any RFR land; or
 - (b) for the benefit of the settling group of a representative entity; and
- 7.3.2 require any resumptive memorials to be removed from a computer register for the TMIC Athenree forest land or any RFR land; and
- 7.3.3 require the Secretary for Justice to make copies of this deed publicly available.

8 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

- 8.1 The general matters schedule includes provisions in relation to –
- 8.1.1 the effect of this deed; and
 - 8.1.2 the taxation of redress, including indemnities from the Crown in relation to taxation; and
 - 8.1.3 the giving of notice under this deed; and
 - 8.1.4 amending this deed; and
 - 8.1.5 other miscellaneous matters.
- 8.2 The collective legislation will, on the terms provided by part 8 of the legislative matters schedule, provide for certain miscellaneous matters relating to interpretation and implementation.

TAURANGA MOANA IWI

- 8.3 In this deed, **Tauranga Moana iwi** means –
- 8.3.1 the collective group of the following iwi and hapū:
 - (a) Ngā Hapū o Ngāti Ranginui;
 - (b) Ngāi Te Rangi;
 - (c) Ngāti Pūkenga; and
 - 8.3.2 includes the individuals who are members of one or more of the iwi and hapū described in clause 8.3.1; and
 - 8.3.3 includes any whānau, hapū, or group to the extent that it is composed of those individuals.
- 8.4 Each iwi and its hapū is defined in the comprehensive settlement for that iwi and its hapū.

ADDITIONAL DEFINITIONS

- 8.5 The definitions in part 5 of the general matters schedule apply to this deed.

INTERPRETATION

- 8.6 The provisions in part 6 of the general matters schedule apply in the interpretation of this deed.

SIGNED as a deed on 21 January 2015

SIGNED by the Trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust

SIGNED by **KIMIORA RAWIRI**)
as trustee, in the presence of:)
)

Signature of Witness Kimiora Rawiri
(Ngāti Hangarau)
Witness Name: _____
Occupation: _____
Address: _____

SIGNED by **TE PIO KAWE**)
as trustee, in the presence of:)
)

Signature of Witness Te Pio Kawe
(Ngāi Te Ahi)
Witness Name: _____
Occupation: _____
Address: _____

SIGNED by **ROB URWIN**)
as trustee, in the presence of:)
)

Signature of Witness Rob Urwin
(Ngāi Tamarāwaho)
Witness Name: _____
Occupation: _____
Address: _____

SIGNED by **LANCE WAAKA**)
as trustee, in the presence of:)
)

Signature of Witness Lance Waaka
(Ngāti Ruahine)
Witness Name: _____
Occupation: _____
Address: _____

SIGNED by **MIKERE WAIRUA**)
as trustee, in the presence of:)
)

Signature of Witness
Witness Name: _____
Occupation: _____
Address: _____

Mikere Wairua
(Ngāti Te Wai)

SIGNED by **STEPHANIE TAIAPA**)
as trustee, in the presence of:)
)

Signature of Witness
Witness Name: _____
Occupation: _____
Address: _____

Stephanie Taiapa
(Ngāti Taka)

SIGNED by **RHESA JASON AKE**)
as trustee, in the presence of:)
)

Signature of Witness
Witness Name: _____
Occupation: _____
Address: _____

Rhesa Jason Ake
(Pirirākau)

SIGNED by **PHILLIP HIKAIRO**)
as trustee, in the presence of:)
)

Signature of Witness
Witness Name: _____
Occupation: _____
Address: _____

Phillip Hikairo
(Wairoa hapū)

SIGNED by the trustees of the
NGĀI TE RANGI SETTLEMENT TRUST

SIGNED by **CHARLIE TAWHIAO**
as trustee, in the presence of:

)
)
)

Charlie Tawhiao

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **MARGARET BROUGHTON**
as trustee, in the presence of:

)
)
)

Margaret Broughton

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **NGARAIMA TAINGAHAUE**
as trustee, in the presence of:

)
)
)

Ngaraima Taingahaue

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **PUHIRAKE IHAKA**
as trustee, in the presence of:

)
)
)

Puhirake Ihaka

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **MATE SAMUELS**
as trustee, in the presence of:

)
)
)

Mate Samuels

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **AWANUI BLACK**
as trustee, in the presence of:

)
)
)

Awanui Black

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **KALANI TARAWA**
as trustee, in the presence of:

)
)
)

Kalani Tarawa

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **TURI NGATAI**
as trustee, in the presence of:

)
)
)

Turi Ngatai

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **EDDIE BLUEGUM**
as trustee, in the presence of:

)
)
)

Eddie Bluegum

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **NGARETA TIMUTIMU**
as trustee, in the presence of:

)
)
)

Ngareta Timutimu

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by the trustees of the
TE TĀWHARAU O NGĀTI PŪKENGĀ TRUST

SIGNED by **RAHERA OHIA**
as trustee, in the presence of:

)
)
)

Rahera Ohia

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **HARRY HAERENGARANGI MIKAERE**
as trustee, in the presence of:

)
)
)

Harry Haerengarangi Mikaere

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **HORI PARATA**
as trustee, in the presence of:

)
)
)

Hori Parata

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **REHUA SMALLMAN**
as trustee, in the presence of:

)
)
)

Rehua Smallman

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by **REGINA BERGHAN**
as trustee, in the presence of:

)
)
)

Regina Berghan

Signature of Witness

Witness Name: _____

Occupation: _____

Address: _____

SIGNED by
TAURANGA MOANA IWI COLLECTIVE GENERAL PARTNERSHIP LIMITED as general partner on behalf of **TAURANGA MOANA IWI COLLECTIVE LIMITED PARTNERSHIP:**

SIGNED by **ROB URWIN**)
) _____
 Rob Urwin, Director

SIGNED by **MARU SAMUELS**)
) _____
 Maru Samuels, Director

SIGNED by **DOMINIC WILSON**)
) _____
 Dominic Wilson, Director

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

The Minister for Treaty of Waitangi
Negotiations in the presence of –

Hon Christopher Finlayson, QC

WITNESS

Name:

Occupation:

Address:

The Minister for Māori Development
in the presence of –

Hon Te Ururoa Flavell

WITNESS

Name:

Occupation:

Address:

The Minister of Finance in relation to the tax
indemnities in the presence of –

Hon Simon William English

WITNESS

Name:

Occupation:

Address: