

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU

and

THE CROWN

TĀMAKI MAKĀURAU COLLECTIVE DEED

[DATE]

COLLECTIVE DEED

PURPOSE OF THIS DEED

This deed –

- specifies the collective Treaty redress in respect of shared interests for certain historical claims that is to be provided to the collective governance entities that have been approved by Ngā Mana Whenua o Tāmaki Makaurau; and
- does not settle those claims as they will be settled by each comprehensive settlement with the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau; and
- provides for other relevant matters; and
- is conditional upon the Tāmaki Makaurau collective legislation coming into force.

COLLECTIVE DEED

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THIS DEED is made between

NGĀ MANA WHENUA O TĀMAKI MAKAURAU

and

THE CROWN

COLLECTIVE DEED

1: BACKGROUND

1 BACKGROUND

RATIFICATION AND APPROVALS

- 1.1 Since July 2009, there have been negotiations between Ngā Mana Whenua o Tāmaki Makaurau and the Crown towards a collective Treaty settlement deed that will provide Treaty redress for historical claims to the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau and the collective governance entities to be established by Ngā Mana Whenua o Tāmaki Makaurau.
- 1.2 The attachments contain a map showing the area of Tāmaki Makaurau within which redress is being provided to Ngā Mana Whenua o Tāmaki Makaurau, and is included for information only as it does not describe an area of interest or area covering all the claims of the iwi / hapū.
- 1.3 On 12 February 2010, Ngā Mana Whenua o Tāmaki Makaurau and the Crown signed a Framework Agreement that included redress with respect to –
 - 1.3.1 vesting of maunga and co-governance;
 - 1.3.2 a right of first refusal for 170 years over land held by the Crown in Tāmaki Makaurau; and
 - 1.3.3 a process for resolving Treaty claims relating to motu and harbours.
- 1.4 On 5 November 2011, Ngā Mana Whenua o Tāmaki Makaurau and the Crown signed a Record of Agreement confirming agreements reached on Treaty redress in negotiations to be provided for in the collective deed and the collective legislation.
- 1.5 On [7 June 2012], Ngā Mana Whenua o Tāmaki Makaurau and the Crown initialled a collective deed of settlement.
- 1.6 Ngā Mana Whenua o Tāmaki Makaurau have, since the initialling of the collective deed, by a majority of –
 - 1.6.1 the percentage for each iwi / hapū specified next to the iwi / hapū below, ratified this deed and approved its signing on their behalf by the mandated signatories; and
 - 1.6.2 the percentage for each iwi / hapū specified next to the iwi / hapū below, approved the collective governance entities receiving the redress:

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1: BACKGROUND

Iwi / hapū	Deed ratification percentage	Collective governance entities approved
Ngāi Tai ki Tāmaki		
Ngāti Maru		
Ngāti Pāoa		
Ngāti Tamaoho		
Ngāti Tamaterā		
Ngāti Te Ata		
Ngāti Whanaunga		
Ngāti Whātua Orākei		
Ngāti Whātua o Kaipara		
Te Ākitai Waiohua		
Te Kawerau ā Maki		
Te Patukirikiri		
Te Rūnanga o Ngāti Whātua representing all other hapū of Ngāti Whātua (including Te Taoū not descended from Tuperiri)		

- 1.7 Each majority referred to in clause 1.6 is of valid votes cast in a ballot by eligible members of each iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau.
- 1.8 The Crown is satisfied with the ratification and approvals of each iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau referred to in clauses 1.6 and 1.7.

AGREEMENT

- 1.9 Therefore, the parties –
- 1.9.1 wish to enter, in good faith, into this deed; and
- 1.9.2 agree and acknowledge as provided in this deed.

IMPLEMENTATION

- 1.10 The Tāmaki Makaurau collective legislation will, on the terms provided by sections [] to [] of the draft bill, –

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1: BACKGROUND

- 1.10.1 provide that the rule against perpetuities and the Perpetuities Act 1964 does not prescribe or restrict the period during which –
- (a) the trustee may hold or deal with property; and
 - (b) the Tūpuna Taonga o Tāmaki Makaurau Trust may exist; and
- 1.10.2 require the Secretary for Justice to make copies of this deed publicly available.

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2: MAUNGA

2 MAUNGA

MAUNGA THAT VEST IN TRUSTEE WITH MAUNGA AUTHORITY AS ADMINISTERING BODY

- 2.1 The Tāmaki Makaurau collective legislation will vest in the trustee on the effective date the fee simple estate in each of the following maunga as a reserve with the classification appearing next to the name of the maunga:

	Maunga	Reserve Classification
2.1.1	Maungakiekie / One Tree Hill	Recreation
2.1.2	Maungarei / Mount Wellington	Recreation, Local purpose (site for a Council depot)
2.1.3	Maungawhau / Mount Eden	Historic, Recreation
2.1.4	Mount Albert	Recreation
2.1.5	Mount Roskill	Recreation
2.1.6	Mount St John	Recreation
2.1.7	Ōhinerau / Mount Hobson	Recreation
2.1.8	Ōhūiarangi / Pigeon Mountain	Historic, Recreation, Local purpose (site for community buildings)
2.1.9	Ōtāhuhu / Mount Richmond	Recreation
2.1.10	Takarunga / Mount Victoria	Recreation, Local purpose (community buildings), Local purpose (community use)
2.1.11	Te Tātua-a-Riukiuta	Recreation
2.1.12	Matukutūruru	Historic

- 2.2 The table in clause 2.1 specifies the current classification of each maunga. If the classification of a maunga is changed under the Reserves Act 1977 after the date of

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2: MAUNGA

this deed but before the draft bill is enacted, the Crown must, as soon as practicable, propose to the House of Representatives a change to the draft bill to give effect to the change in classification of the maunga.

- 2.3 The Tāmaki Makaurau collective legislation will, on the terms provided by section [] of the draft bill, direct the Registrar-General to record on each computer freehold register for each maunga (including for these purposes Māngere Mountain) that the iwi and hapū of Ngā Mana Whenua o Tāmaki Makaurau specified for that maunga in table 1 of part 3 of the property redress schedule have spiritual, ancestral, cultural, customary and historical interests in the maunga.
- 2.4 Each maunga will be –
- 2.4.1 as described in schedule 1 of the draft bill; and
 - 2.4.2 vested on the terms provided by sections [] to [] of the draft bill, including that:
 - (a) the Maunga Authority is the administering body; and
 - (b) it is to be held for the common benefit of the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau and the other people of Auckland; and
 - (c) it will be inalienable (except in accordance with section 15 of the Reserves Act 1977) and incapable of being mortgaged; and
 - (d) its reserve status may not be revoked, but it may be reclassified; and
 - (e) improvements are vested or retained on the terms provided by section [] of the draft bill, including that, in respect of Ōhinerau / Mount Hobson and Matukutūruru, the improvements described in part 4 of the property redress schedule for each of those maunga vest in the trustee; and
 - (f) the vesting will be subject to any interests in relation to that property listed in schedule 1 of the draft bill.
- 2.5 In respect of each maunga named in part 5 of the property redress schedule, the trustee must provide a registrable easement over the areas and for the purposes described in that part, and in the form in part 4 of the document schedule. **[Note: the form of easement will be agreed between initialling and deed signing]**

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2: MAUNGA

[Notes:

- **The signed version of the deed will contain a clause providing for the grant of a lease to Auckland Council to protect the Council's interest in the existing Council Depot. The lease will be agreed between initialling and deed signing.**
- **Similarly, the signed version of the deed will contain a clause providing for the grant of an easement to the Crown over the Wiri Historic Reserve to access adjoining land. Again the easement will be agreed between initialling and deed signing.**
- **Watercare infrastructure will be protected through new legal easements on the title of the maunga. Substantial progress has been made on the draft easement. The easement will be completed following the initialling, and must, like all other arrangements that are noted to be included in the signed version, be completed before the Crown will sign the deed of settlement.]**

- 2.6 As soon as is practicable after the effective date, the trustee and the Maunga Authority must negotiate in good faith to agree arrangements for the use and access of the two areas described in clause 2.7.
- 2.7 The areas are that part of Matukutūruru and that part of Ōhinerau / Mount Hobson that are reasonably necessary for the enjoyment and use of the improvements vested in the trustee under clause 2.4.2(e).
- 2.8 Documentation agreed under clause 2.6 must be consistent with, and granted under, the Reserves Act 1977.
- 2.9 Parts 1 and 2 of the property redress schedule apply in relation to the vesting of Matukutūruru.

RAROTONGA / MOUNT SMART – FEE SIMPLE ESTATE VESTS SUBJECT TO CURRENT MANAGEMENT REGIME

- 2.10 The Tāmaki Makaurau collective legislation will vest in the trustee on the effective date the fee simple estate in Rarotonga / Mount Smart.
- 2.11 The Tāmaki Makaurau collective legislation will, on the terms provided by section [] of the draft bill direct the Registrar-General to record on the computer freehold register for Rarotonga / Mount Smart that the iwi and hapū of Ngā Mana Whenua o Tāmaki Makaurau specified for Rarotonga / Mount Smart in table 1 of part 3 of the property redress schedule have spiritual, ancestral, cultural, customary and historical interests in Rarotonga / Mount Smart.
- 2.12 Rarotonga / Mount Smart will be –

COLLECTIVE DEED

2: MAUNGA

- 2.12.1 as described in schedule 2 of the draft bill; and
- 2.12.2 vested on the terms provided by sections [] to [] of the draft bill, including that:
- (a) the Auckland Council retains all its powers under the Mount Smart Regional Recreation Centre Act 1985 and will be treated as the owner for the purposes of enforcing and granting interests;
 - (b) it will be held for the common benefit of the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau and the other people of Auckland;
 - (c) it will be inalienable (except in accordance with section 15 of the Reserves Act 1977) and incapable of being mortgaged; and
 - (d) its reserve status may not be revoked or reclassified; and
 - (e) the Mount Smart Regional Recreation Centre Act 1985, and other Acts and instruments, apply as if the vesting had not occurred; and
 - (f) the vesting will be subject to any interests in relation to the property listed in schedule 2 of the draft bill.
- 2.13 The trustee must provide a registrable easement over the areas of Rarotonga / Mount Smart, and for the purposes, described in part 5 of the property redress schedule, and in the form in part 4 of the documents schedule.

[Note: the form of the easement will be agreed between initialling and deed signing.]

- 2.14 The Minister for Treaty of Waitangi Negotiations must, as soon as practicable after the effective date, write a letter to the Auckland Council encouraging the Council to engage with the trustee on the potential for input by the trustee on aspects of the administration of Rarotonga / Mount Smart.

MAUNGAUIKA – VESTS IN TRUSTEE WITH CROWN CONTINUING TO ADMINISTER UNTIL ADMINISTERED BY MAUNGA AUTHORITY

- 2.15 The Tāmaki Makaurau collective legislation will vest in the trustee on the effective date the fee simple estate in Maungauika.
- 2.16 The Tāmaki Makaurau collective legislation will, on the terms provided by section [] of the draft bill, direct the Registrar-General to record on computer freehold register for Maungauika that the iwi and hapū of Ngā Mana Whenua o Tāmaki Makaurau specified for Maungauika in table 1 of part 3 of the property redress schedule have spiritual, ancestral, cultural, customary and historical interests in Maungauika.

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2: MAUNGA

2.17 Maungauika will be –

2.17.1 as described in schedule 2 of the draft bill; and

2.17.2 vested on the terms provided by section [] to [] of the draft bill including that:

- (a) the Crown continues to administer it, until such time as the Maunga Authority becomes the administering body;
- (b) it is to be held for the common benefit of the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau and the other people of Auckland; and
- (c) it will be inalienable (except in accordance with section 15 of the Reserves Act 1977) and incapable of being mortgaged; and
- (d) its reserve status may not be revoked, but it may be reclassified; and
- (e) improvements are vested or retained on the terms provided by section [] of the draft bill, including that,
 - (i) the improvements described in part 4 of the property redress schedule for Maungauika vest in the trustee; and
 - (ii) the Department of Conservation will continue to occupy its Area Office buildings without charge until such time as the Department no longer wishes to occupy those improvements; and
 - (iii) the Crown must offer certain buildings it no longer wishes to occupy to the trustee; and
- (f) the vesting will be subject to any interests in relation to the property listed in schedule 2 of the draft bill; and
- (g) Maungauika may, by Order in Council, become subject to the administration of the Maunga Authority.

2.18 The trustee must provide a registrable easement over the areas of Maungauika, and for the purposes, described in part 5 of the property redress schedule, and in the form in part 4 of the documents schedule.

[Note: the form of the easement will be agreed between initialling and deed signing.]

COLLECTIVE DEED

2: MAUNGA

- 2.19 As soon as is practicable after the effective date, the trustee and the Crown must negotiate in good faith to agree arrangements for the use and access of the area described in clause 2.20.
- 2.20 The area is that part of Maungauika which is reasonably necessary for the enjoyment and use of the improvements vested in the trustee under clause 2.17.2(e)(i).
- 2.21 Documentation agreed under clause 2.20 must be consistent with, and granted under, the Reserves Act 1977.
- 2.22 Parts 1 and 2 of the property redress schedule apply in relation to the vesting of Maungauika.

MAUNGAKIEKIE / ONE TREE HILL NORTHERN LAND AND MĀNGERE MOUNTAIN – MAUNGA AUTHORITY BECOMES ADMINISTERING BODY

- 2.23 The Tāmaki Makaurau collective legislation will, on the terms provided by sections [] of the draft bill provide that the Maunga Authority is the administering body of those properties.
- 2.24 The Maungakiekie / One Tree Hill northern land and Māngere Mountain will be as described in schedule [] of the draft bill.

TŪPUNA MAUNGA O TĀMAKI MAKĀURAU AUTHORITY

- 2.25 The Tāmaki Makaurau collective legislation will, on the terms provided by sections [] to [] of the draft bill –
- 2.25.1 provide that the Tūpuna Maunga o Tāmaki Makaurau Authority is established as a statutory authority;
- 2.25.2 provide that the Maunga Authority comprises 13 members as follows:
- (a) 2 members appointed by the Marutūāhu rūpū entity;
 - (b) 2 members appointed by the Ngāti Whātua rūpū entity; and
 - (c) 2 members appointed by the Waiohua Tāmaki rūpū entity;
 - (d) 6 members appointed by the Auckland Council; and
 - (e) 1 non-voting member appointed by the Minister for Arts, Culture and Heritage for a single three year term which can be extended for any period by agreement between the trustee, the Auckland Council and the Minister;

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2: MAUNGA

- 2.25.3 provide for the appointment of the chair of the Maunga Authority by the Maunga Authority from the 6 members appointed under clause 2.25.2(a), (b) and (c) and that the chair does not have a casting vote;
- 2.25.4 provide for the appointment of the deputy chair of the Maunga Authority by the Maunga Authority from the members appointed under clause 2.25.2(d);
- 2.25.5 provide for the development of standing orders;
- 2.25.6 appoint the Maunga Authority as the administering body of the maunga;
- 2.25.7 provide that the Maunga Authority may, in relation to each maunga, exercise a power or function delegated to all local authorities under section 10 of the Reserves Act 1977, with all necessary modifications; and
- 2.25.8 provide for the role of the Auckland Council in relation to the maunga.

CULTURAL ACTIVITIES

- 2.26 The Crown acknowledges:
 - 2.26.1 the importance to Ngā Mana Whenua o Tāmaki Makaurau of authorised cultural activities and the traditional uses of the tupuna maunga o Tāmaki Makaurau; and
 - 2.26.2 the importance of authorised cultural activities and traditional uses of the tupuna maunga o Tāmaki Makaurau with the tupuna maunga; and
 - 2.26.3 the desirability of restoring and facilitating the exercise by Ngā Mana Whenua o Tāmaki Makaurau of authorised cultural activities on the tupuna maunga reserves.
- 2.27 Accordingly, the Tāmaki Makaurau collective legislation will, on the terms provided by sections [] and [] of the draft bill, provide that the trustee or another representative entity may in some circumstances authorise Ngā Mana Whenua o Tāmaki Makaurau to carry out certain cultural activities on maunga.

FURTHER PROVISIONS RELATING TO ADMINISTRATION OF MAUNGA

- 2.28 The trustee acknowledges that existing public access to each maunga will be retained, except to the extent it is regulated otherwise by the Maunga Authority through the management plan for the maunga.
- 2.29 The Tāmaki Makaurau collective legislation will, on the terms provided by sections [] and [] of the draft bill provide the Maunga Authority will develop a single integrated management plan for all the maunga.

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2: MAUNGA

OTHER CROWN MAUNGA

- 2.30 The Minister for Treaty of Waitangi Negotiations must, as soon as practicable after the effective date, write to the administering bodies of Mutukaroa / Hamlin Hill and Maungawhau / Mount Eden (being, respectively, the Hamlin's Hill (Mutukaroa) Management Trust and Eden Garden Society) encouraging the administering bodies to engage with the trustee.
- 2.31 If Crown land at Mutukaroa / Hamlin Hill is vested in a governance entity of an iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau under the comprehensive settlement for that iwi / hapū, the Crown must include, in the settlement legislation for that settlement, provisions that ensure Crown land at Mutukaroa / Hamlin Hill is administered by the Maunga Authority as if it were a maunga vested under the Tāmaki Makaurau collective legislation.

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3: MOTU

3 MOTU

VESTING AND VESTING BACK OF MOTU

- 3.1 The motu of the Hauraki Gulf / Tīkapa Moana are of extremely high spiritual, ancestral, cultural, customary and historical significance to the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau. They are also of high importance to the people of New Zealand generally because of their biodiversity, landscape, heritage, cultural and recreational values. Through extensive negotiations in which several redress options were considered, the parties have agreed that reserves on Rangitoto, Motutapu, Motuihe Island / Te Motu-a-Ihenga and Tiritiri Matangi islands will be vested in Ngā Mana Whenua o Tāmaki Makaurau, and then vested back in the Crown on behalf of Ngā Mana Whenua o Tāmaki Makaurau and the rest of the people of New Zealand.
- 3.2 The Crown acknowledges the mana and rangatiratanga of the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau and is sincerely grateful for Ngā Mana Whenua o Tāmaki Makaurau agreeing that these motu be vested back in the Crown.
- 3.3 The Tāmaki Makaurau collective legislation will, on the terms provided by sections [] of the draft bill, –
- 3.3.1 vest in the trustee, on a date to be determined under section [] of the draft bill, the fee simple estate in each of the following motu:
- (a) Motutapu Island Recreation Reserve (as shown on SO 448556):
 - (b) Rangitoto Island Scenic Reserve (as shown on SO 448817):
 - (c) Motuihe Island Recreation Reserve (as shown on SO 448555); and
 - (d) Tiritiri Matangi Island Scientific Reserve (as shown on SO 448554); and
- 3.3.2 vest in the Crown the fee simple estate in each motu on the 32nd day after the date of vesting under clause 3.3.1; and
- 3.3.3 provide that the following matters apply as if the vestings under clauses 3.3.1 and 3.3.2 had not occurred:
- (a) each motu remains a reserve under the Reserves Act 1977, and that Act continues to apply to it; and
 - (b) any other enactment or any instrument that applied to a motu immediately before the vesting date continues to apply to it; and

COLLECTIVE DEED

3: MOTU

- (c) any interest that affected the motu immediately before the vesting date continues to affect it; and
 - (d) the Department of Conservation retains all management and administrative authority and liability for the motu; and
- 3.3.4 provide for notification in the *Gazette* of a statement that, for each motu, the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau specified for that motu in table 2 of part 3 of the property redress schedule have spiritual, ancestral, cultural, customary and historical interests in the motu; and
- 3.3.5 provide that the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment.
- 3.4 The Minister for Treaty of Waitangi Negotiations must, as early as practicable before the vesting date under clause 3.3.1, publish notice of the matters set out in clause 3.3.4 in the New Zealand Herald.
- 3.5 Each motu will be –
 - 3.5.1 as described in part 1 of schedule [3] of the draft bill;
 - 3.5.2 vested and vested back on the terms provided by sections [] to [] of the draft bill.

AREAS TO BE VESTED IN FEE SIMPLE AS SCENIC RESERVE

- 3.6 The Tāmaki Makaurau collective legislation will vest in the trustee on the effective date –

As a scenic reserve with Department of Conservation administering

- 3.6.1 the fee simple estate in Ngā Pona-toru-a-Peretū as a scenic reserve, which will continue to be administered by the Department of Conservation under the Reserves Act 1977 as if the vesting had not occurred; and

As a scenic reserve with trustee as administering body

- 3.6.2 the fee simple estate in the following areas as scenic reserves, with the trustee as the administering body:
 - (a) the Islington Bay Hall property; and
 - (b) the Islington Bay Bach 80 property.

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3: MOTU

- 3.7 The Tāmaki Makaurau collective legislation will, on the terms provided by section [] of the draft bill, direct the Registrar-General to record on each computer freehold register for each property vested under clause 3.6 that the iwi and hapū of Ngā Mana Whenua o Tāmaki Makaurau specified for each property vested under clause 3.6 in table 1 of part 3 of the property redress schedule have spiritual, ancestral, cultural, customary and historical interests in the property.
- 3.8 Each property to be vested in fee simple will be –
- 3.8.1 as described in part 2 of schedule 3 of the draft bill; and
- 3.8.2 vested on the terms provided by sections [] to [] of the draft bill, including that:
- (a) it will be inalienable (except in accordance with section 15 of the Reserves Act 1977) and incapable of being mortgaged; and
 - (b) its reserve status may not be revoked, but it may be reclassified; and
 - (c) it will continue to form part of the Hauraki Gulf Marine Park established under section 33 of the Hauraki Gulf Marine Park Act 2000; and
 - (d) improvements are vested or retained on the terms provided by sections [] of the draft bill, including:
 - (i) in respect of the Islington Bay Hall property, that improvements are excluded from the vesting and will be subject to the continued administration by the Department of Conservation but that certain new structures may be fixed or placed on the property; and
 - (ii) in respect of the Islington Bay Bach 80 property, that the trustee may erect certain buildings or structures on the property without having to obtain consents or approvals under the Reserves Act 1977, including improvements to be used for a spiritual or cultural wananga facility; and
 - (e) the vesting will be subject to any interests in relation to that property listed in part 2 of schedule 3 of the draft bill.
- 3.9 Part 2 of the property redress schedule applies in relation to the vesting under clause 3.6.

COLLECTIVE DEED

4: CO-GOVERNANCE ARRANGEMENTS FOR PUBLIC CONSERVATION LAND AND STATEMENTS OF INTERESTS

4 CO-GOVERNANCE ARRANGEMENTS FOR PUBLIC CONSERVATION LAND AND STATEMENTS OF INTERESTS

RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION

- 4.1 The Crown, through the Minister of Conservation and the Director-General, Ngā Mana Whenua o Tāmaki Makaurau and the trustee must, by or on the effective date enter into the Conservation Relationship Agreement attached in part 3 of the documents schedule.

CONSERVATION MANAGEMENT PLAN

- 4.2 The Tāmaki Makaurau collective legislation will, on the terms provided by sections [] of the draft bill, provide for the preparation, coming into effect, and review and amendment of a conservation management plan for reserves on Rangitoto (including the sites to be vested in fee simple), Motutapu, Motukorea and Motuihe Islands which will have effect as a conservation management plan prepared and approved under section 40B of the Reserves Act 1977.
- 4.3 As provided by those sections of the draft bill, the trustee will have the statutory role of jointly with the relevant Conservation Board, reviewing drafts, hearing submissions and finally approving the plan, generally in accordance with processes set out in the Conservation Act 1987.

AUCKLAND CONSERVATION BOARD

- 4.4 The Tāmaki Makaurau collective legislation will, on the terms provided by sections [] of the draft bill, provide for a statutory right for the rūpū entity to recommend to the Minister of Conservation three nominees to the Conservation Board whose area of jurisdiction includes Auckland and the inner islands of the Hauraki Gulf as follows:
- 4.4.1 1 member nominated by the Marutūāha rūpū entity; and
- 4.4.2 1 member nominated by the Ngāti Whātua rūpū entity; and
- 4.4.3 1 member nominated by the Waiohua Tāmaki rūpū entity.
- 4.5 The Minister of Conservation must only appoint nominees recommended under clause 4.4 but may discuss particular nominations and, if necessary, seek replacement nominations.
- 4.6 Ngā Mana Whenua o Tāmaki Makaurau and the trustee acknowledge that future settlement legislation may alter the composition of that board.

COLLECTIVE DEED

4: CO-GOVERNANCE ARRANGEMENTS FOR PUBLIC CONSERVATION LAND AND STATEMENTS OF INTERESTS

ANNUAL MEETINGS

- 4.7 The Department of Conservation and the Maunga Authority will meet annually to discuss strategic governance issues relating to Crown conservation lands within the Auckland Volcanic Field.

HAURAKI GULF FORUM

- 4.8 This deed does not address the realignment of the representation of the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau on the Hauraki Gulf Forum which continues to be negotiated between the Crown and the relevant iwi and hapū.

STATEMENTS OF IWI AND HAPŪ INTERESTS

- 4.9 The Tāmaki Makaurau collective legislation will, on the terms provided by section [] of the draft bill, contain an acknowledgement by the Crown of the statements of iwi and hapū interests.
- 4.10 The statements of iwi and hapū interests are:
- 4.10.1 made by the iwi and hapū of Ngā Mana Whenua o Tāmaki Makaurau of their particular spiritual, ancestral, cultural, customary and historical interests in the maunga, motu and areas vested under clause 3.6; and
 - 4.10.2 set out in part 1 of the documents schedule.

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5: GEOGRAPHIC NAMES

5 GEOGRAPHIC NAMES

Assigned geographic names

- 5.1 The Tāmaki Makaurau collective legislation will, from the effective date, assign each of the following official geographic names to the location set out opposite it:

Assigned official name	Location (NZTopo50 map and grid references)	Geographic feature type
Maungauika	BA32 616227	Hill
Puke o Tara	BB32 689089	Hill

Altered geographic names

- 5.2 The Tāmaki Makaurau collective legislation will, from the effective date, alter each of the following existing geographic names to the official geographic name set out opposite it:

Existing geographic name (official, recorded or local usage)	Altered official geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Big King	Te Tātua-a-Riukiuta	BA32 563145	Hill
Ellets Mountain	Maungataketake	BB31 555043	Hill
Hamlin Hill	Mutukaroa / Hamlin Hill	BA32 633121	Hill
Hauraki Gulf	Hauraki Gulf / Tikapa Moana	NZTopo 250-3 788975	Gulf
McLaughlins Mountain	Matukutūreia / McLaughlins Mountain	BB32 642021	Hill
Motuihe Island	Motuihe Island / Te Motu-a-Ihenga	BA32 737243	Island

COLLECTIVE DEED

5: GEOGRAPHIC NAMES

Mount Eden	Maungawhau / Mount Eden	BA32 572172	Hill
Mount Hobson	Ōhinerau / Mount Hobson	BA32 593171	Hill
Mount Richmond	Ōtāhuhu / Mount Richmond	BA32 637109	Hill
Mount Smart	Rarotonga / Mount Smart	BA32 616128	Hill
Mount Victoria	Takarunga / Mount Victoria	BA32 604229	Hill
Mount Wellington	Maungarei / Mount Wellington	BA32 645154	Hill
One Tree Hill	Maungakiekie / One Tree Hill	BA32 588147	Hill
Pigeon Mountain	Ōhuitarangi / Pigeon Mountain	BA32 696157	Hill
Red Hill	Pukekiwiriki	BB32 778961	Hill
Taylor Hill	Taurere / Taylor Hill	BA32 667185	Hill
The Domain	Pukekawa	BA32 582195	Hill
Wiri Mountain	Matukutūruru	BB32 653027	Hill

Collective legislation

- 5.3 The Tāmaki Makaurau collective legislation will assign the official geographic names, and alter the existing geographic names, on the terms provided by sections [] to [] of the draft bill.

Original Māori names

- 5.4 By or on the effective date, the Minister for Treaty of Waitangi Negotiations must write a letter to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa requesting

COLLECTIVE DEED

5: GEOGRAPHIC NAMES

the Board, in respect of each of the following geographic names, to list the Māori name or names set out opposite it in the Gazetteer as an original Māori name:

Existing geographic name (official recorded, or local usage)	Requested original Māori names	Location (NZTopo50 map and grid references)	Geographic feature type
Maungauika	Takapuna	BA32 616227	Hill
Motutapu Island	Te Motu-tapu-o-Tinirau Te Motu-tapu-a-Taikehu	BA32 710295	Island
Mount Albert	Ōwairaka Te Ahi-kā-a-Rakataura	BA31 533158	Hill
Māngere Mountain	Te Pane-o-Mataoho Te Ara Pueru	BB32 587093	Hill
Mount Roskill	Pukewīwī Puketāpapa	BA31 547134	Hill
Mount St John	Te Kōpuke Titikōpuke	BA32 586165	Hill
Rangitoto Island	Te Rangi-i-Totongia-a-Tamatekapua Ngā Tuaitara-a-Taikehu	BA32 663273	Island

Crown protected areas

- 5.5 The collective legislation will, from the effective date, on the terms provided by sections [] to [] of the draft bill, alter the names of each of the following Crown protected areas to the name appearing next to the description of the area:

COLLECTIVE DEED

5: GEOGRAPHIC NAMES

Deed Plan reference	Existing Crown Protected Area name	Altered Crown Protected Area name
OTS-115-12	North Head Historic Reserve	Maungauika / North Head Historic Reserve
OTS-115-18	Part Rangitoto Island Scenic Reserve that is Ngā Pona-toru-a-Peretū	Ngā Pona-toru-a-Peretū Scenic Reserve

5.6 The Tāmaki Makaurau collective legislation will –

- 5.6.1 on the terms provided by section [] of the draft bill, discontinue the official geographic name of land in a maunga that was a Crown protected area and provide that the land is not a Crown protected area; and
- 5.6.2 on the terms provided by section [] of the draft bill, discontinue the official geographic name of Rarotonga / Mount Smart and provide that it is not a Crown protected area; and
- 5.6.3 on the terms provided by section [] of the draft bill, discontinue the official geographic name of the Islington Bay Hall property and the Islington Bay Bach 80 property and provide that they are not Crown protected areas.

COLLECTIVE DEED

6: RIGHT OF FIRST REFUSAL AND OTHER COMMERCIAL MATTERS

6 RIGHT OF FIRST REFUSAL AND OTHER COMMERCIAL MATTERS

THE STATUTORY RIGHT

- 6.1 The limited partnership is to have a right of first refusal in relation to a disposal by the Crown or a Crown body of RFR land.
- 6.2 The right of first refusal is to be on the terms provided by sections [] to [] of the draft bill and, in particular, will apply –
- 6.2.1 for a term of 172 years from the effective date; and
 - 6.2.2 only if the RFR land –
 - (a) is vested in, or the fee simple estate in it is held by, the Crown on the effective date and the land is not occupied by a tertiary education institution other than one named in part 3 of the attachments;
 - (b) in the case of land described in part 3 of the attachments, is held in fee simple by a Crown body; and
 - (c) is not being disposed of in the circumstances provided by [sections [] to [] of the draft bill].

LAND REQUIRED FOR COMPREHENSIVE SETTLEMENTS

- 6.3 The iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau record their agreement that the RFR is not to apply to any land (including a cultural redress property or land used for financial and commercial redress) that is required for the settling of historical claims under the Treaty of Waitangi, being those relating to acts or omissions of the Crown before 21 September 1991.
- 6.4 To give effect to that agreement, the Tāmaki Makaurau collective legislation will, as provided by section [] of the draft bill, provide for the removal of any land required for another Treaty settlement.

DISPOSALS FOR STATE HOUSING PURPOSES

- 6.5 The parties record that the Tāmaki Makaurau collective legislation will, on the terms provided by section [] of the draft bill, provide for an exception to the operation of the RFR in the case of certain disposals of land held for state housing purposes.

COLLECTIVE DEED

6: RIGHT OF FIRST REFUSAL AND OTHER COMMERCIAL MATTERS

- 6.6 A protocol relating to the administration of this exception is set out in part 8 of the property redress schedule.

ARRANGEMENTS WITH STATE-OWNED ENTERPRISES

- 6.7 The Crown records its support for the trustee to explore arrangements, on an independent and commercial basis, with State enterprises in the RFR Area.

For the purposes of clause 6.7, **State enterprise** has the meaning given to it by section 2 of the State-Owned Enterprises Act 1986.

COLLECTIVE DEED

7: RIGHT TO PURCHASE FORMER DEFERRED SELECTION PROPERTIES IN COMPREHENSIVE SETTLEMENTS

7 RIGHT TO PURCHASE FORMER DEFERRED SELECTION PROPERTIES IN COMPREHENSIVE SETTLEMENTS

- 7.1 The limited partnership has a right to purchase the former deferred selection properties, being properties –
- 7.1.1 that are deferred selection properties in a comprehensive settlement of an iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau (other than of Ngāti Whātua o Kaipara); but
 - 7.1.2 that are not acquired by the iwi / hapū.
- 7.2 The right to purchase is on, and subject to, the terms and conditions in part 6 of the property redress schedule.
- 7.3 The Tāmaki Makaurau collective legislation will, on the terms provided by sections [] to [] of the draft bill, –
- 7.3.1 enable the transfer of the former deferred selection properties; and
 - 7.3.2 provide that if certain former deferred selection properties are not acquired under the right to purchase, the properties become subject to the RFR again.
- 7.4 The parties agree that –
- 7.4.1 the right to purchase will be recorded in each comprehensive settlement of an iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau entered into after the date of this deed; and
 - 7.4.2 the comprehensive settlement will be drafted in a manner that is consistent with the right to purchase and facilitates its operation in accordance with its terms (including facilitating the release of arbitration awards and other information); and
 - 7.4.3 for the avoidance of doubt, the Crown and the iwi / hapū may agree that a property of a kind described in clause 7.5 will not be a deferred selection property, and therefore will not be subject to the right to purchase.
- 7.5 Clause 7.4.3 applies to a property that is to be transferred on the settlement date under the comprehensive settlement, but subject to a right of the governance entity under the comprehensive settlement to decide not to acquire the property.

COLLECTIVE DEED

**8: TĀMAKI MAKĀURAU COLLECTIVE LEGISLATION, ESTABLISHMENT OF ENTITIES
CONDITIONS, AND TERMINATION**

**8 TĀMAKI MAKĀURAU COLLECTIVE LEGISLATION,
ESTABLISHMENT OF ENTITIES CONDITIONS, AND TERMINATION**

TĀMAKI MAKĀURAU COLLECTIVE LEGISLATION

- 8.1 The Crown must propose the draft bill for introduction to the House of Representatives before the later of:
- 8.1.1 the date which is 12 months after the date of this deed; and
 - 8.1.2 the date which is 2 months after the date the obligations in clauses 8.5 and 8.6 are satisfied.
- 8.2 The bill proposed for introduction may include changes:
- 8.2.1 of a minor or technical nature; or
 - 8.2.2 where clause 8.2.1 does not apply, where those changes have been agreed in writing by the collective governance entities and the Crown.
- 8.3 The Crown must not subsequently propose changes to the settlement legislation other than –
- 8.3.1 of a minor technical nature;
 - 8.3.2 technical changes to give effect to clause 8.4.2; or
 - 8.3.3 where clause 8.3.1 does not apply, where those changes have been agreed in writing by the collective governance entities and the Crown.
- 8.4 Ngā Mana Whenua o Tāmaki Makaurau and the collective governance entities:
- 8.4.1 must support the passage through Parliament of the Tāmaki Makaurau collective legislation; and
 - 8.4.2 acknowledge that the Tāmaki Makaurau collective legislation might comprise 2 Acts, as the provisions relating to the Maunga Authority might be contained in a separate Act.

[Note: Between initialling and deed signing, Ngā Mana Whenua o Tāmaki Makaurau will be given an opportunity to comment on a separate preamble for the Maunga Authority provisions.]

COLLECTIVE DEED

8: TĀMAKI MAKĀURAU COLLECTIVE LEGISLATION, ESTABLISHMENT OF ENTITIES CONDITIONS, AND TERMINATION

ESTABLISHMENT OF COLLECTIVE GOVERNANCE ENTITIES

- 8.5 Ngā Mana Whenua o Tāmaki Makaurau must:
- 8.5.1 establish the Tūpuna Taonga o Tāmaki Makaurau Trust by ensuring the proper execution of the deed of trust in that name, and in the form previously approved by the Crown; and
 - 8.5.2 form the limited partnership, by ensuring the registration under the Limited Partnerships Act 2008 of a limited partnership with the name Whenua Haumi Roroa o Tāmaki Makaurau Limited Partnership, and in the form previously approved by the Crown; and
 - 8.5.3 ensure the trustee and the limited partnership execute, and deliver to the Crown, the deed of covenant in the form set out in part 7 of the documents schedule.

ESTABLISHMENT OF RŌPŪ ENTITIES

- 8.6 Ngā Mana Whenua o Tāmaki Makaurau must:
- 8.6.1 establish 3 separate legal entities; and
 - 8.6.2 serve written notice on the Crown:
 - (a) identifying the legal nature, name and address of each entity; and
 - (b) specifying in respect of each entity that the entity is one of the following:
 - (i) the Marūtūāhu rōpū entity; or
 - (ii) the Ngāti Whātua rōpū entity; or
 - (iii) the Waiotua Tāmaki rōpū entity.

DEED CONDITIONAL

- 8.7 This deed is conditional on the Tāmaki Makaurau collective legislation coming into force.

COLLECTIVE DEED

8: TĀMAKI MAKĀURAU COLLECTIVE LEGISLATION, ESTABLISHMENT OF ENTITIES CONDITIONS, AND TERMINATION

TERMINATION

- 8.8 The Crown, or the collective governance entities acting together, may terminate this deed, by notice to the other, if –
- 8.8.1 the Tāmaki Makaurau collective legislation has not come into force within 30 months after the date of this deed; and
 - 8.8.2 the terminating party has given the other party at least 20 working days notice of an intention to terminate.

COLLECTIVE DEED

9: EFFECT OF THIS DEED

9 EFFECT OF THIS DEED

- 9.1 This deed does not settle any of the historical claims of the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau.
- 9.2 This deed provides collective Treaty redress for historical claims in respect of the shared interests of the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau. The iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau acknowledge that the redress under this deed will be part of each iwi / hapū Treaty settlement.

COLLECTIVE DEED

10: WAITEMATĀ AND MANUKAU HARBOURS

10 WAITEMATĀ AND MANUKAU HARBOURS

- 10.1 Ngā Mana Whenua o Tāmaki Makaurau and the Crown acknowledge and agree that –
- 10.1.1 the Waitematā and Manukau harbours are of extremely high spiritual, ancestral, cultural, customary and historical importance to Ngā Mana Whenua o Tāmaki Makaurau; and
 - 10.1.2 this deed does not –
 - (a) provide for cultural redress in relation to those harbours, as that is to be developed in separate negotiations between the Crown and Ngā Mana Whenua o Tāmaki Makaurau; nor
 - (b) prevent the development of cultural redress in relation to these harbours in those negotiations.

COLLECTIVE DEED

11: GENERAL, DEFINITIONS, AND INTERPRETATION

11 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

- 11.1 The general matters schedule includes provisions in relation to –
- 11.1.1 the effect of this deed; and
 - 11.1.2 the taxation of redress, including indemnities from the Crown in relation to taxation; and
 - 11.1.3 the giving of notice under this deed; and
 - 11.1.4 amending this deed.

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU

- 11.2 In this deed, **Ngā Mana Whenua o Tāmaki Makaurau** –
- 11.2.1 means the collective group of the following iwi and hapū:
- (a) Ngāi Tai ki Tāmaki;
 - (b) Ngāti Maru;
 - (c) Ngāti Pāoa;
 - (d) Ngāti Tamaoho;
 - (e) Ngāti Tamaterā;
 - (f) Ngāti Te Ata;
 - (g) Ngāti Whanaunga;
 - (h) Ngāti Whātua o Kaipara;
 - (i) Ngāti Whātua Ōrākei;
 - (j) Te Ākitai Waiohua;
 - (k) Te Kawerau ā Maki;

COLLECTIVE DEED

11: GENERAL, DEFINITIONS, AND INTERPRETATION

- (l) Te Patukirikiri; and
 - (m) hapū of Ngāti Whātua (other than Ngāti Whātua o Kaipara or Ngāti Whātua o Ōrākei) whose members are beneficiaries of Te Runanga o Ngāti Whātua (including Te Taoū not descended from Tuperiri);
- 11.2.2 includes the individuals who are members of one or more of the iwi and hapū described in clause 11.2.1; and
- 11.2.3 includes any whānau, hapū, or group to the extent that it is composed of those individuals.
- 11.3 Clause 11.2 is to be interpreted in a manner consistent with the definition of an iwi / hapū in the comprehensive settlement for that iwi / hapū.
- 11.4 In this deed –
- 11.4.1 **mandated signatories** means the following individuals:

[Note: There will be over 30 names, so the signing version of the deed will include a list in the documents schedule.]
 - 11.4.2 if an individual named in clause 11.4.1 dies or becomes incapacitated, the remaining individuals are the mandated signatories for the purposes of this deed.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

COLLECTIVE DEED

SIGNED as a deed on [*date*]

[To be completed prior to deed signing]

SIGNED for and on behalf
of **Ngā Mana Whenua o Tāmaki Makaurau** by
the mandated signatories in the
presence of –

[*name*]

[*name*]

WITNESS

Name:

Occupation:

Address:

COLLECTIVE DEED

Ngā Mana Whenua o Tāmaki Makaurau to confirm execution clauses for trust and limited partnership]

SIGNED by Tūpuna Taonga o Tāmaki Makaurau Trust Limited
as trustee of the Tūpuna Taonga o Tāmaki
Makaurau Trust
in the presence of –

[name]

[name]

WITNESS

Name:

Occupation:

Address:

SIGNED by the
**Whenua Haumi Roroa o Tāmaki
Makaurau Limited Partnership**
in the presence of –

[name]

[name]

WITNESS

Name:

Occupation:

Address:

COLLECTIVE DEED

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

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

Hon Christopher Finlayson

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

Hon Simon William English

WITNESS

Name:

Occupation:

Address: