

**NGĀTI MARU  
and  
NGĀTI PAOA  
and  
NGĀTI TAMATERĀ  
and  
NGAATI WHANAUNGA  
and  
TE PATUKIRIKIRI  
  
and  
  
THE CROWN**

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**MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

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**[Note:**

- This deed is the initialling version for presentation to the Marutūāhu Iwi for ratification purposes.
- If, however, each of the Marutūāhu Iwi have not initialled this deed within 10 working days following the date the Crown initialled this deed, amendments may be required to references to the governance entities in this version prior to presentation of the deed to the Marutūāhu Iwi that have initialled this deed for ratification. In that case, the Crown must be satisfied with the form and function of any alternate governance entity prior to ratification commencing.]

**[DATE]**

*Handwritten signatures in blue ink, including names like "H. Pihon" and "A. Pihon".*

*Handwritten mark resembling a 'C'.*

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

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### PURPOSE OF THIS DEED

This deed relates to the 5 iwi known collectively as the Marutūāhu Iwi, being –

- Ngāti Maru;
- Ngāti Paoa;
- Ngāti Tamaterā;
- Ngaati Whanaunga; and
- Te Patukirikiri.

This deed –

- specifies the collective Treaty redress in respect of the shared interests of the Marutūāhu Iwi; and
- provides for other relevant matters; and
- is conditional upon the Marutūāhu Iwi collective redress legislation coming into force.

Each of the Marutūāhu Iwi will also receive iwi-specific Treaty redress in a deed of settlement of its historical claims between the iwi and the Crown.

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MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

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*Māhara*  
*26*  
*Guiseian*  
*He*

M

# MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

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2. Vesting of cultural redress properties
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### ATTACHMENTS

1. Deed plans
2. Exclusive RFR land
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- 3A. Non-exclusive RFR land plan
4. Draft collective bill

**MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

**THIS DEED** is made between

**NGĀTI MARU**

and

**NGĀTI PAOA**

and

**NGĀTI TAMATERĀ**

and

**NGAATI WHANAUNGA**

and

**TE PATUKIRIKIRI**

and

**THE CROWN**

## 1 BACKGROUND

### NEGOTIATIONS, RATIFICATION AND APPROVALS

- 1.1 Since 2009, there have been negotiations between the Marutūāhu Iwi and the Crown towards a collective Treaty redress deed for the historical claims of the Marutūāhu Iwi.
- 1.2 On 22 July 2011, each Marutūāhu Iwi and the Crown entered into agreement in principle equivalents that included offers to negotiate iwi specific redress in respect of –
  - 1.2.1 the properties and areas of ancestral, spiritual and cultural significance to each Marutūāhu Iwi including transfers and vestings, overlay classifications, statutory acknowledgements and deeds of recognition;
  - 1.2.2 other cultural redress including relationship agreements, access to cultural resources, nohoanga and other arrangements and place name changes; and
  - 1.2.3 commercial redress for each Marutūāhu Iwi.
- 1.3 On 17 May 2013, the Marutūāhu Iwi and the Crown signed a Record of Agreement that included collective Treaty redress offers to –
  - 1.3.1 vest up to three areas from specified reserve land in the Mahurangi region, subject to continued reserve status, and vesting of 97 Gladstone Road, Auckland, subject to recreation reserve status;
  - 1.3.2 explore vesting of areas at Tiritiri Matangi Island, Motuihe Island, the North Shore, and the Tāmaki Block and Kohimarama area, and vesting of additional land at Gladstone Road, Auckland;
  - 1.3.3 explore collective Treaty redress in respect of the Marutūāhu Iwi tauranga waka area on Motutapu Island, Crown-owned land at Mechanics Bay and Hamlin Hill;
  - 1.3.4 provide statutory acknowledgements for Gladstone Park and Mechanics Bay and explore statutory acknowledgements for other areas of significance to the Marutūāhu Iwi;
  - 1.3.5 provide a coastal statutory acknowledgement or other redress of a similar nature for the coastal area from Te Arai Point east to Aotea/Great Barrier Island and southwards to include the Waitematā Harbour, the Tāmaki Strait and the Firth of Thames, including the motu within this area;
  - 1.3.6 explore fisheries redress mechanisms;
  - 1.3.7 provide financial redress of \$30 million, in proportions to be agreed between the Marutūāhu Iwi;

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

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### 1: BACKGROUND

- 1.3.8 provide the right to purchase the Maramarua Crown Forest Licensed land and apply for the associated New Zealand Units;
  - 1.3.9 provide the right to purchase specified New Zealand Defence Force properties, some of which are to be leased back to the Crown,
  - 1.3.10 provide the right to purchase specified landbank properties and explore a right to purchase additional landbank properties;
  - 1.3.11 provide the right to purchase and leaseback to the Crown a Department of Corrections probation centre (with exploration of a second Department of Corrections probation centre for purchase and leaseback), and up to 13 Ministry of Education school sites (land only); and
  - 1.3.12 provide exclusive and shared rights of first refusal in the Mahurangi and Kaipara negotiation areas and explore rights of first refusal in respect of Great Barrier Island (Aotea).
- 1.4 The following map shows the area within which Marutūāhu Iwi collective redress is being provided to the Marutūāhu Iwi. The map does not describe the area of interest and only encompasses part of the rohe of the Marutūāhu Iwi.

# MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

## 1: BACKGROUND





## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 1: BACKGROUND

- 1.5 On [*insert date*], the Marutūāhu Iwi and the Crown initialled this deed.
- 1.6 The Marutūāhu Iwi have, since the initialling of this deed, by a majority of –
- 1.6.1 the percentage for each Marutūāhu Iwi specified next to the iwi below, ratified this deed;
- 1.6.2 the percentage for each Marutūāhu Iwi specified next to the iwi below, approved the Marutūāhu Iwi collective entities receiving the Marutūāhu Iwi collective redress:

Iwi	Deed ratification percentage	Marutūāhu Iwi collective entities approved
Ngāti Maru		
Ngāti Paoa		
Ngāti Tamaterā		
Ngaati Whanaunga		
Te Patukirikiri		

- 1.7 Each majority referred to in clause 1.6 is of valid votes cast in a ballot.
- 1.8 The Crown is satisfied –
- 1.8.1 with the ratification and approvals of the Marutūāhu Iwi referred to in clauses 1.6.1 and 1.6.2; and
- 1.8.2 Taonga o Marutūāhu Trustee Limited is appropriate to receive the Marutūāhu Iwi collective cultural redress on behalf of the Marutūāhu Iwi; and
- 1.8.3 the Marutūāhu Rōpū Limited Partnership is appropriate to receive the Marutūāhu Iwi collective commercial redress on behalf of the Marutūāhu Iwi.

### ESTABLISHMENT OF MARUTŪĀHU IWI COLLECTIVE ENTITIES

- 1.9 The parties acknowledge that the Marutūāhu Iwi –
- 1.9.1 must establish Taonga o Marutūāhu Trustee Limited to receive the Marutūāhu Iwi collective cultural redress on behalf of the Marutūāhu Iwi; and
- 1.9.2 have established the Marutūāhu Rōpū Limited Partnership to receive the Marutūāhu Iwi collective commercial redress on behalf of the Marutūāhu Iwi.

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

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### 1: BACKGROUND

#### AGREEMENT

1.10 Therefore, the parties –

1.10.1 wish to enter, in good faith, into this deed; and

1.10.2 agree and acknowledge as provided in this deed.

## 2 IMPLEMENTATION AND EFFECT ON VARIOUS STATUTES

### RESUMPTIVE ENACTMENTS

- 2.1 The Marutūāhu Iwi collective redress legislation will, on the terms provided by sections 11 and 12 of the draft collective bill, –
- 2.1.1 provide that the legislation referred to in section 11(2) of the draft collective bill does not apply:
- (a) to a cultural redress property; or
  - (b) to a commercial property (other than the licensed land) on and from the date of its transfer to the Marutūāhu Rōpū Limited Partnership; or
  - (c) to the commercial redress property; or
  - (d) to a purchased deferred selection property on and from the date of its transfer to the Marutūāhu Rōpū Limited Partnership; or
  - (e) to a deferred purchase property on and from the date of its transfer to the Marutūāhu Rōpū Limited Partnership; or
  - (f) to the early release commercial property; or
  - (g) to the licensed land; or
  - (h) to exclusive RFR land or non-exclusive RFR land transferred under a contract formed under section 111 of the draft collective bill; or
  - (i) for the benefit of Taonga o Marutūāhu Trustee Limited or the Marutūāhu Rōpū Limited Partnership; and
- 2.1.2 require any resumptive memorial to be removed from a certificate of title to, or a computer register for, the properties listed in clause 2.1.1.

### PERPETUITIES AND AVAILABILITY OF DEED

- 2.2 The Marutūāhu Iwi collective redress legislation will, on the terms provided by sections 14 and 16 of the draft collective bill –
- 2.2.1 provide that the rule against perpetuities and the Perpetuities Act 1964 does not –

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 2: IMPLEMENTATION AND EFFECT ON VARIOUS STATUTES

- (a) apply to a deed document if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective; or
  - (b) prescribe or restrict the period during which Taonga o Marutūāhu Trustee Limited may exist or hold or deal with property; and
- 2.2.2 require the chief executive of the Ministry of Justice to make copies of this deed publicly available.

#### APPLICATION OF TE TURE WHENUA MAORI ACT 1993

- 2.3 The Marutūāhu Iwi collective redress legislation will, on the terms provided by section 15 of the draft collective bill, provide that no judicial body has jurisdiction in respect of any matter that arises from the application of Te Ture Whenua Maori Act 1993 if the matter relates to –
- 2.3.1 a property vested or transferred under the Marutūāhu Iwi collective redress legislation or this deed while the property remains in the ownership of the recipient entity or any subsidiary; or
  - 2.3.2 RFR land (other than land subject to an application under section 41(e) of the Public Works Act 1981); or
  - 2.3.3 former RFR land transferred to the Marutūāhu Rōpū Limited Partnership (or to a person to whom the rights of the Marutūāhu Rōpū Limited Partnership under the RFR have been assigned) while it remains in the ownership of that person or any subsidiary; or
  - 2.3.4 any governance arrangement over land or property described in clauses 2.3.1 to 2.3.3; or
  - 2.3.5 any decision made or action taken by the Marutūāhu Iwi collective entities in relation to land or property (other than a cultural redress property) described in clause 2.3.1 to 2.3.3) before the transfer of the land to it.

#### CROWN MINERALS

- 2.4 The Marutūāhu Iwi collective redress legislation will provide, on the terms provided by sections subpart 4 of part 3 of the draft collective bill, that despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown) any Crown owned minerals in land vested or transferred under this deed or the Marutūāhu Iwi collective redress legislation vest or transfer with, and form part of, the land, but that transfer or vesting does not limit section 10 of that Act (petroleum, gold, silver and uranium) or affect other existing lawful rights to subsurface minerals.

## **MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

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### **2: IMPLEMENTATION AND EFFECT ON VARIOUS STATUTES**

- 2.5 The Crown acknowledges, for the avoidance of doubt, that it has no property in any minerals existing in their natural condition in Māori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

### 3 MARUTŪĀHU IWI COLLECTIVE CULTURAL REDRESS

#### CULTURAL REDRESS PROPERTIES

- 3.1 The Marutūāhu Iwi collective redress legislation will, on the terms provided by sections 18 to 32 and 35 to 52 of the draft collective bill, vest in Taonga o Marutūāhu Trustee Limited on the settlement date –

##### **Maungarei**

- 3.1.1 the fee simple estate in the Omahu property (Maungarei); and

##### **Moutohora**

- 3.1.2 the fee simple estate in the Moutohora property (Motuora), currently being part Motuora Island Recreation Reserve, subject to Taonga o Marutūāhu Trustee Limited providing, in relation to that property, each of the following documents in the form in part 2 of the documents schedule:

- (a) a registrable conservation covenant:
- (b) a registrable easement in gross for a right to convey water; and

##### **Mahurangi**

- 3.1.3 the fee simple estate in the Marutūāhu property (Mahurangi), being the Mahurangi Scenic Reserve, as a scenic reserve, with Taonga o Marutūāhu Trustee Limited as the administering body; and

##### **Tiritiri Matangi**

- 3.1.4 the fee simple estate in Te Wharekura property (Tiritiri Matangi), being part Tiritiri Matangi Island Scientific Reserve, as a scientific 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

##### **Motuihe**

- 3.1.5 the fee simple estate in the following properties, with Taonga o Marutūāhu Trustee Limited as the administering body:
- (a) Te Mokai a Tinirau property (Motuihe), being part Motuihe Island Recreation Reserve, as a recreation reserve:
  - (b) Mangoparerua Pā property (Motuihe), being part Motuihe Island Recreation Reserve, as a historic reserve; and

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 3: MARUTŪĀHU IWI COLLECTIVE CULTURAL REDRESS

#### Taurarua (Gladstone Park)

3.1.6 the fee simple estate in Taurarua property A as a recreation reserve, with Taonga o Marutūāhu Trustee Limited as the administering body, subject to the entity granting, in relation to that property, the following easements in gross in favour of the Auckland Council in the form in part 2 of the documents schedule:

- (a) a registrable right of way and right to park easement in gross; and
- (b) a registrable easement in gross granting the right to maintain a sculpture on the property; [and

3.1.7 the fee simple estate in Taurarua property B as a local purpose (community facilities) reserve with Taonga o Marutūāhu Trustee Limited as the administering body; and

**[Note: the vesting of Taurarua property B is subject to existing interests, including the lease in favour of the Gladstone Tennis Club Incorporated (to be varied to include a perpetual right of renewal for 5 year terms) and a lease in favour of the Parnell Community Trust to be extended for a term of 5 years from the date this deed is signed.]]**

#### Whangaparaoa (Army Bay)

3.1.8 the fee simple estate in the Whangaparaoa property, but excluding the improvements; and

#### Kawau

3.1.9 the fee simple estate in Te Kawau Tu Maro property (Kawau), being part Kawau Island Historic Reserve, as a historic reserve, with Taonga o Marutūāhu Trustee Limited as the administering body.

#### Sunny Bay Wharf

3.2 The Marutūāhu Iwi collective redress legislation will, on the terms provided by section 28(6) of the draft collective bill, vest Sunny Bay Wharf in Taonga o Marutūāhu Trustee Limited on the settlement date.

#### Fort Takapuna Guardhouse

3.3 The Marutūāhu Iwi collective redress legislation will vest the Fort Takapuna Guardhouse in Taonga o Marutūāhu Trustee Limited on the terms provided by section 33 of the draft collective bill, including that each of the following may occur:

3.3.1 it may remain attached to the Fort Takapuna Recreation Reserve without the consent of, and without charge by, the Crown:

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 3: MARUTŪĀHU IWI COLLECTIVE CULTURAL REDRESS

- 3.3.2 it may be accessed, used, occupied, repaired or maintained at any time without the consent of, and without charge by the Crown or an administering body:
- 3.3.3 subject to any relevant statutory requirements, it may be removed, demolished or replaced at any time without the consent of, and without charge by, the Crown or any administering body.
- 3.4 The Marutūāhu Iwi collective redress legislation will, on the terms provided by section 34 of the draft collective bill, provide that if the Fort Takapuna/Operetu and Narrow Neck Beach Reserve Management Plan currently applying to the Fort Takapuna Recreation Reserve is reviewed while the Auckland Council is the administering body of any part of that reserve, Taonga o Marutūāhu Trustee Limited and the Auckland Council will agree provisions in relation to the Fort Takapuna Guardhouse area for inclusion in the plan.

### PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

#### Restrictions on transfer and application of certain legislation

- 3.5 The Marutūāhu Iwi collective redress legislation will provide, on the terms provided by sections 21, 22, 26 to 29, 32 and 53 to 54 of the draft collective bill, that, on and from the settlement date:
- 3.5.1 Te Wharekura property (Tiritiri Matangi), Taurarua property A[, and Taurarua property B,] -
- (a) are not to be transferred, other than as between the trustees of the same trust or to replace the existing trustee or trustees of the trust with a new trustee or trustees; and
  - (b) may not have their reserve status revoked, but may be reclassified; and
- 3.5.2 Te Wharekura property (Tiritiri Matangi), Moutohora property (Motuora), Te Mokai a Tinirau property (Motuihe), Mangoparerua Pā property (Motuihe), and Te Kawau Tu Maro property (Kawau) -
- (a) are to be included in or, in the case of Te Wharekura property (Tiritiri Matangi), is to continue to form part of, the Hauraki Gulf Marine Park; and
  - (b) are to be treated as if they were public conservation land within the meaning of section 144 of the Fire and Emergency New Zealand Act 2017; and
  - (c) are to be treated as if they were land included in schedule 4 of the Crown Minerals Act 1991 and that Act applies to those properties as set out in sections 44 and 45 of the draft collective bill; and



## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 3: MARUTŪĀHU IWI COLLECTIVE CULTURAL REDRESS

- 3.5.3 Te Mokai a Tinirau property (Motuihe) and Mangoparerua Pā property (Motuihe) are to be subject to the Tāmaki Makaurau motu plan under Subpart 10 of Part 2 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

#### Access by the Crown for biodiversity work

- 3.6 The Marutūāhu Iwi collective redress legislation will provide, on the terms provided by sections 24 and 31 of the draft collective bill, the following in relation to the Te Mokai a Tinirau property (Motuihe) and Mangoparerua Pā property (Motuihe):

- 3.6.1 the Crown may enter the property, including buildings on it, with or without motor vehicles, machinery, implements of any kind, or dogs for the following purposes:

- (a) species management:
- (b) monitoring pest plants or pest animals:
- (c) controlling pest plants or pest animals:

- 3.6.2 the Crown must give the notice to the owners of the property, orally or by electronic means (as the Crown and the owners agree), 24 hours before entering the property or, if that is not practicable, then –

- (a) before entering, if practicable; or
- (b) as soon as possible after entering:

- 3.6.3 however, –

- (a) the owners of the property and the Crown may agree the circumstances in which notice is not required; and
- (b) the Crown may enter without prior notice if responding to a known or suspected incursion of a pest animal; and
- (c) the Crown must first obtain consent from the owner, or occupier, of a building on the property that may be used for accommodation purposes before entering that building and the Crown may enter the building only in daylight hours.

#### GENERAL PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

- 3.7 Each cultural redress property is to be –

- 3.7.1 as described in schedule 1 of the draft collective bill; and

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 3: MARUTŪĀHU IWI COLLECTIVE CULTURAL REDRESS

- 3.7.2 vested on the terms provided by –
- (a) sections 18 to 32 and 35 to 52 of the draft collective bill; and
  - (b) part 2 of the property redress schedule; and
- 3.7.3 subject to any encumbrances, or other documentation, in relation to that property –
- (a) required by clauses 3.1.2 and 3.1.6 to be provided by Taonga o Marutūāhu Trustee Limited; or
  - (b) required by the Marutūāhu Iwi collective redress legislation; and
  - (c) in particular, referred to by schedule 1 of the draft collective bill.

#### STATUTORY ACKNOWLEDGEMENT

- 3.8 The Marutūāhu Iwi collective redress legislation will, on the terms provided by sections 55 to 66 of the draft collective bill,–
- 3.8.1 provide the Crown’s acknowledgement of the statements by the Marutūāhu Iwi of their particular spiritual, cultural, ancestral, customary and historical association with the following areas:
- (a) Motutapu area (part Motutapu Island Recreation Reserve) (as shown on deed plan OTS-403-06):
  - (b) Fort Takapuna area (including Fort Takapuna Historic Reserve) (as shown on deed plan OTS-403-07):
  - (c) Waipapa area (as shown on deed plan OTS-403-04):
  - (d) Taurarua area (as shown on deed plan OTS-403-05):
  - (e) Mutukaroa / Hamlin Hill (as shown on deed plan OTS-403-02); and
  - (f) Ngā Tai Whakarewa Kauri Marutūāhu Iwi (Ngāti Maru, Ngāti Paoa, Ngāti Tamaterā, Ngaati Whanaunga, and Te Patukirikiri) Coastal Statutory Acknowledgement (as shown on deed plan OTS-403-01); and
- 3.8.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 3.8.3 require relevant consent authorities to forward to Taonga o Marutūāhu Trustee Limited and each governance entity –

## **MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

### **3: MARUTŪĀHU IWI COLLECTIVE CULTURAL REDRESS**

- (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

3.8.4 enable Taonga o Marutūāhu Trustee Limited, each governance entity and any member of Marutūāhu Iwi, to cite the statutory acknowledgement as evidence of the association of Marutūāhu Iwi with a statutory area.

3.9 The statements of association are in part 1 of the documents schedule.

3.10 The Marutūāhu Iwi collective redress legislation will, from the settlement date, on the terms provided by section 42 of the draft collective bill, alter the name of that part of the Crown protected area named Tiritiri Matangi Island Scientific Reserve that is the cultural redress property Te Wharekura property (Tiritiri Matangi), to the name Te Wharekura Scientific Reserve.

#### **WAIPAPA RELATIONSHIP AGREEMENT**

3.11 The Waipapa relationship agreement, set out in part 4 of the documents schedule, comes into effect on the settlement date as a separate agreement between the Crown, through the New Zealand Transport Agency, and Taonga o Marutūāhu Trustee Limited.

#### **MUTUKAROA / HAMLIN HILL**

3.12 The Minister for Treaty of Waitangi Negotiations must, as soon as practicable after the date of this deed, write to the Auckland Council seeking the Council's agreement to enter into a process to consider how Mutukaroa / Hamlin Hill could be included in the integrated management plan prepared and approved by the Tūpuna Maunga o Tāmaki Makaurau Authority under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

3.13 The Crown acknowledges the aspiration of the Marutūāhu Iwi for the ownership of Crown land at Mutukaroa / Hamlin Hill to be transferred to 1 or more of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau. The Marutūāhu Iwi acknowledge that if that transfer occurs, Mutukaroa / Hamlin Hill will be administered by the Tūpuna Maunga o Tāmaki Makaurau Authority under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

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

3.14 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 cultural redress.

3.15 However, the Crown must not enter into another settlement that provides for the same redress as is set out in clauses 3.1 to 3.3.

## 4 MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS

### TRANSFER OF PROPERTIES

#### Commercial redress property

- 4.1 The commercial redress property, being Part 6-10 Homestead Drive, is to be –
- 4.1.1 transferred by the Crown to the Marutūāhu Rōpū Limited Partnership on the settlement date –
- (a) without any consideration to be paid or provided by the Marutūāhu Rōpū Limited Partnership or any other person; and
- (b) on the terms of transfer in part 13 of the property redress schedule; and
- 4.1.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.
- 4.2 The transfer of the commercial redress property will be –
- 4.2.1 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property; and
- 4.2.2 subject to the Marutūāhu Rōpū Limited Partnership providing to the Crown by or on the settlement date a duly signed registrable easement for a pedestrian right of way, and a right of way and right to park vehicles in the form set out in part 2 of the documents schedule.

#### Maramarua Forest

- 4.3 The Crown and the Marutūāhu Rōpū Limited Partnership are to be treated as having entered into an agreement for the sale and purchase of Maramarua Forest.
- 4.4 The agreement for sale and purchase under clause 4.3 is to be treated as –
- 4.4.1 providing that the Marutūāhu Rōpū Limited Partnership must, on the settlement date, pay to the Crown the transfer value of the Maramarua Forest, plus GST if any; and
- 4.4.2 providing that the terms of transfer in part 13 of the property redress schedule apply and, in particular, the Crown must, subject to the Marutūāhu Rōpū Limited Partnership paying the amount payable under clause 4.4.1, transfer the Maramarua Forest on the settlement date; and
- 4.4.3 providing that the amount payable under clause 4.4.1 is payable by –

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 4: MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS

- (a) the SCP system, as defined in Guideline 6.2 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (April 2015); or
  - (b) another payment method agreed in writing by the Marutūāhu Rōpū Limited Partnership and the Crown.
- 4.5 The transfer of Maramarua Forest will be subject to, and where applicable with the benefit of, the encumbrances provided in part 4 of the property redress schedule in relation to that property.
- 4.6 The Marutūāhu Iwi collective redress legislation will, on the terms provided by sections 67 and 79 to 84 of the draft collective bill, provide for the following in relation to Maramarua Forest:
  - 4.6.1 its transfer by the Crown to the Marutūāhu Rōpū Limited Partnership:
  - 4.6.2 it to cease to be Crown forest land upon registration of the transfer:
  - 4.6.3 the Marutūāhu Rōpū Limited Partnership to be, on the settlement date, in relation to the licensed land, –
    - (a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and
    - (b) entitled to all rental proceeds since the commencement of the Crown forestry licence:
  - 4.6.4 despite clause 11.4 of the Crown forestry rental trust deed, the Crown forestry rental trust to pay to the Marutūāhu Rōpū Limited Partnership –
    - (a) on the settlement date, all rental proceeds held on that date; and
    - (b) any further rental proceeds received after the settlement date, as soon as reasonably practicable after the Crown forestry rental trust receives those funds under the Crown forestry rental trust deed:
  - 4.6.5 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to the licensed land, 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 the licensed land to Māori ownership; and
    - (b) the Waitangi Tribunal's recommendation became final on the settlement date:

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 4: MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS

- 4.6.6 the Marutūāhu Rōpū Limited Partnership to be the licensor under the Crown forestry licence, as if the licensed land had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying:
- 4.6.7 for rights of access to areas that are wahi tapu.
- 4.7 The parties record that, under the Climate Change Response Act 2002, the Marutūāhu Rōpū Limited Partnership will have the right to apply for New Zealand units (as defined in that Act) associated with its ownership of the licensed land.

#### **New Zealand Defence Force properties**

**[Note: Inclusion of the redress in relation to the NZDF properties referred to in clause 4.8.1 and 4.8.2 is subject to a transfer price and lease back terms and conditions for those properties being agreed in accordance with the process for that agreed between the Minister for Treaty of Waitangi Negotiations and the Marutūāhu Iwi]**

- 4.8 The Crown and the Marutūāhu Rōpū Limited Partnership are to be treated as having entered into an agreement for the sale and purchase of each NZDF property, being each of the following properties more particularly described in part 5 of the property redress schedule:
- 4.8.1 the North Shore Housing blocks:
- 4.8.2 Tamaki Leadership Centre property:
- 4.8.3 45, 47 and 49 Calliope Road.
- 4.9 Each agreement for sale and purchase under clause 4.8 is to be treated as –
- 4.9.1 providing that the Marutūāhu Rōpū Limited Partnership must, on the NZDF settlement date, pay to the Crown the transfer value of each NZDF property, plus GST (if any) except in the case of 45, 47 and 49 Calliope Road in respect of which the transfer value is inclusive of GST (if any); and
- 4.9.2 providing that the terms in part 13 of the property redress schedule apply and, in particular, the Crown must, subject to the Marutūāhu Rōpū Limited Partnership paying the amount payable under clause 4.9.1, transfer the fee simple estate in each NZDF property on the NZDF settlement date; and
- 4.9.3 providing that the amount payable under clause 4.9.1 is payable by –
- (a) the SCP system, as defined in Guideline 6.2 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (April 2015); or

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 4: MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS

- (b) another payment method agreed in writing by the Marutūāhu Rōpū Limited Partnership and the Crown; and
- 4.9.4 including a warranty from the Crown in respect of the North Shore housing blocks that, on the NZDF settlement date –
- (a) they have been owned by the Crown for at least the last 5 years; and
  - (b) they have been used exclusively to provide residential accommodation in the dwellings on them for at least the last 5 years; and
  - (c) the residential accommodation has been provided by lease or licence.

**[Note: the option of a Crown financing arrangement will be considered in relation to the purchase of the properties referred to in clause 4.8 following the initialling of this deed. The terms of such an arrangement, if agreed, will be inserted into the signing version of this deed and this note will be removed.]**

- 4.10 Each NZDF property is as described, and is to have the transfer value provided, in part 5 of the property redress schedule.
- 4.11 The transfer of each NZDF property will be subject to, and where applicable with the benefit of, the encumbrances provided in part 5 of the property redress schedule.
- 4.12 Each NZDF property is to be leased back to the Crown, immediately after its transfer to the Marutūāhu Rōpū Limited Partnership, on the terms and conditions provided by the lease for that property in part 3 of the documents schedule (being, in the case of Tamaki Leadership Centre property, a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).
- 4.13 The transfer of the NZDF property described as 45, 47 and 49 Calliope Road is subject to the Marutūāhu Rōpū Limited Partnership providing to the Crown, by or on the NZDF settlement date, a registrable land covenant on the terms and conditions set out in part 5 of the documents schedule.

#### **Torpedo Bay Property**

- 4.14 On the Torpedo Bay property settlement date (as defined in clause 4.15), –
- 4.14.1 the Crown will transfer the fee simple estate in the Torpedo Bay property –
- (a) to the Marutūāhu Rōpū Limited Partnership and the NTKT governance entity, as tenants in common in equal shares or in another proportion if that proportion is notified to the Crown in writing by both transferees before the Torpedo Bay property settlement date; and
  - (b) on the terms of transfer in part 13 of the property redress schedule; and

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 4: MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS

- 4.14.2 the Torpedo Bay property is to be transferred as described in part 5 of the property redress schedule; and
- 4.14.3 the Marutūāhu Rōpū Limited Partnership and the NTKT governance entity must pay the Crown the transfer value of the Torpedo Bay property (plus GST if any).
- 4.15 In this deed, **Torpedo Bay property settlement date** means the date that is 60 business days after the later of the settlement date and the NTKT settlement date.
- 4.16 The transfer of the fee simple estate in the Torpedo Bay property is to be subject to the property being leased back to the Crown by the Marutūāhu Rōpū Limited Partnership and the NTKT governance entity, immediately after its transfer, on the terms and conditions provided by the lease for that property in part 3 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).
- 4.17 The Marutūāhu Rōpū Limited Partnership agrees to engage, together with the NTKT governance entity, with the Auckland Council, to agree, if possible, arrangements that are acceptable to all parties for the Auckland Council to have access over the Torpedo Bay property to enable the Auckland Council to maintain and repair the wharf that is adjacent to that property.

#### **Anzac Street property**

- 4.18 The Crown must transfer to the Marutūāhu Rōpū Limited Partnership the fee simple estate in 19-23 Anzac Street and 1-3 The Terrace, Takapuna (being the early release commercial property and described in part 6 of the property redress schedule) on the early release commercial property transfer terms, which will provide that its transfer value is paid by an on-account deduction from the financial redress amount in the deed of settlement for each Marutūāhu Iwi.

#### **DEFERRED SELECTION PROPERTIES – LANDBANK PROPERTIES AND PROBATION CENTRE SITES**

- 4.19 The Marutūāhu Rōpū Limited Partnership, for 2 years from the settlement date, has a right to give a written notice of interest in respect of the deferred selection properties more particularly described in part 7 of the property redress schedule on, and subject to, the terms and conditions in part 10 of the property redress schedule:
- 4.19.1 21-23 Waikare Road, Waiheke Island:
- 4.19.2 18 Jellicoe Parade, Waiheke Island:
- 4.19.3 35 Grafton Road, Grafton:
- 4.19.4 Panmure Probation Centre:



## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 4: MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS

- 4.19.5 Boston Road Probation Centre:
- 4.19.6 3 Garfield Street, Parnell.
- 4.20 Part 10 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the Marutūāhu Rōpū Limited Partnership.
- 4.21 Each of the following deferred selection properties is to be leased back to the Crown, immediately after its purchase by the Marutūāhu Rōpū Limited Partnership:
- 4.21.1 Panmure Probation Centre:
- 4.21.2 Boston Road Probation Centre.
- 4.22 The properties will be leased back under clause 4.20 on the terms and conditions agreed in writing by the Marutūāhu Rōpū Limited Partnership and the Crown at the time a notice of interest in the property is given in accordance with paragraph 10.1 of the property redress schedule.
- 4.23 In the event that either of the deferred selection properties referred to in clauses 4.19.4 and 4.19.5 become surplus to the land holding agency's requirements, then the Crown may, at any time before the Marutūāhu Rōpū Limited Partnership has given a notice of interest in respect of the property, give written notice to the Marutūāhu Rōpū Limited Partnership advising it that a deferred selection property is no longer available for selection by the Marutūāhu Rōpū Limited Partnership in accordance with clause 4.19.
- 4.24 The right to purchase under clause 4.19 ceases in respect of the property on the date of receipt of the notice by the Marutūāhu Rōpū Limited Partnership under clause 4.23, but to avoid doubt, the right of first refusal under subpart 1 of part 4 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 will apply to the property.

#### POTENTIAL DEFERRED SELECTION PROPERTIES - SCHOOL SITES

- 4.25 The Marutūāhu Rōpū Limited Partnership, for 2 years from the settlement date, has a right to select from the list of potential deferred selection properties set out in part 8 of the property redress schedule, in accordance with selection criteria set out in part 11 of the property redress schedule, properties to be available as deferred selection properties.
- 4.26 Each potential deferred selection property that has been validly selected becomes a deferred selection property that –
- 4.26.1 may be purchased by the Marutūāhu Rōpū Limited Partnership or by a single governance entity, or by 2 or more governance entities as tenants in common, on, and subject to, the terms and conditions in part 10 of the property redress schedule; and

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 4: MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS

- 4.26.2 is to be leased back to the Crown immediately after its purchase by the Marutūāhu Rōpū Limited Partnership, on the terms and conditions provided by the lease for that property in part 3 of the documents schedule (being a registrable ground lease of the property, ownership of the improvements remaining unaffected by the purchase) and its transfer is subject to the provision to the Crown, by or on the property transfer settlement date, of the Crown leaseback.
- 4.27 Part 11 of the property redress schedule, amongst other things –
- 4.27.1 sets out the criteria applying to the selection by the Marutūāhu Rōpū Limited Partnership of the potential deferred selection properties to be available as deferred selection properties; and
- 4.27.2 provides that a potential deferred selection property that has become a deferred selection property may be purchased by the Marutūāhu Rōpū Limited Partnership, or by a single governance entity, or by 2 or more governance entities as tenants in common.
- 4.28 In the event that a potential deferred selection property becomes surplus to the land holding agency's requirements, the Crown may, at any time before the Marutūāhu Rōpū Limited Partnership has given a selection notice in respect of the property that is valid in accordance with paragraph 11.2 of the property redress schedule, give notice to the Marutūāhu Rōpū Limited Partnership that the right to select the property to be available as a deferred selection property under clause 4.25 no longer applies to the property.
- 4.29 The right to select a potential deferred selection property under clause 4.25 no longer applies in respect of the potential deferred selection property on the date of receipt of the notice by the Marutūāhu Rōpū Limited Partnership under clause 4.28.
- 4.30 The Minister for Treaty of Waitangi Negotiations must, as soon as reasonably practicable after an election notice electing to purchase has been given under paragraph 10.3 of the property redress schedule in respect of a potential deferred selection property that has become a deferred selection property, give notice to the relevant persons under Section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 in respect of the property that it ceases to be RFR land for the purposes of that Act.
- 4.31 The parties acknowledge that if a potential deferred selection property that has been validly selected as a deferred selection property, is not purchased under this deed, redress will be given in relation to that property under –
- 4.31.1 part 7 (Right to Purchase Former Deferred Selection Properties in Comprehensive Settlements) of the Tāmaki Makaurau Collective Redress Deed; or

## **MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

### **4: MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS**

- 4.31.2 if the redress under part 7 is not exercised, under subpart 2 (RFR land) of part 4 (Commercial redress) of Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.
- 4.32 For the avoidance of doubt, a potential deferred selection property is not a former deferred selection property for the purposes of part 7 of the Tāmaki Makaurau Collective Redress Deed until it has been validly selected as a deferred selection property.

#### **DEFERRED PURCHASE PROPERTY – WAIPAPA LAND**

- 4.33 The Marutūāhu Rōpū Limited Partnership must purchase land within the Waipapa land, being the area described in part 9 of the property redress schedule, if, during the period of 35 years from the settlement date, the Crown gives notice to the Marutūāhu Rōpū Limited Partnership that the land is available for purchase by the entity (deferred purchase property).
- 4.34 The terms and conditions of the obligation to purchase a deferred purchase property are set out in part 12 of the property redress schedule.
- 4.35 The Minister for Treaty of Waitangi Negotiations must, as soon as reasonably practicable after giving a notice under clause 4.33, give notice under Section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 in respect of the property referred to in the notice that it ceases to be RFR land for the purposes of that Act.

#### **MARUTŪĀHU IWI COLLECTIVE REDRESS LEGISLATION – ENABLING TRANSFER**

- 4.36 The Marutūāhu Iwi collective redress legislation will, on the terms provided by sections 67 to 84 of the draft collective bill, enable the transfer of the following properties:
- 4.36.1 the commercial redress property, being Part 6-10 Homestead Drive:
- 4.36.2 each commercial property:
- 4.36.3 each deferred selection property, including each potential deferred selection property that has become a deferred selection property:
- 4.36.4 each deferred purchase property, being land within the Waipapa land.

#### **KAIPARA RFR**

##### ***Exclusive RFR***

- 4.37 The Marutūāhu Rōpū Limited Partnership is to have a right of first refusal in relation to a disposal of exclusive RFR land, being land in the area shown on SO 449555 in part 2 of the attachments that –

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 4: MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS

- 4.37.1 on the settlement date, –
- (a) is vested in the Crown; or
  - (b) the fee simple estate for which is held by the Crown; or
  - (c) is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revert in the Crown; and
- 4.37.2 includes land exchanged for exclusive RFR land in the circumstances specified in the draft collective bill.
- 4.38 The right of first refusal is –
- 4.38.1 to be on the terms provided by sections 102 to 135 of the draft collective bill; and
- 4.38.2 in particular, to apply –
- (a) for a term of 177 years from the settlement date; but
  - (b) only if the exclusive RFR land is not being disposed of in the circumstances provided by section 106(2) of the draft collective bill.

#### ***RFR shared with Ngāti Whātua o Kaipara***

- 4.39 The Marutūāhu Rōpū Limited Partnership and the trustees of the NWOK Development Trust are to have a right of first refusal in relation to a disposal of land defined as “non-exclusive RFR land” in the NWOK settlement legislation (referred to as shared RFR land in the draft collective bill), which –
- 4.39.1 is the land referred to in clause 4.41 if, on the RFR date for that land (being 11 July 2016, which is the date that is 36 months after the date defined as the settlement date under section 11 of the NWOK settlement legislation), –
- (a) the land was vested in the Crown; or
  - (b) the fee simple estate for which was held by the Crown; and
- 4.39.2 includes land within the meaning of clause 4.39.1 exchanged for shared RFR land in the circumstances specified in the draft collective bill; and
- 4.39.3 includes land within the meaning of clause 4.39.1 exchanged for all or part of the non-exclusive RFR land under sections 111 or 112 of the NWOK settlement legislation; but

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

### 4: MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS

- 4.39.4 does not include any land within the meaning of clause 4.39.1 if, on the settlement date, the land –
- (a) has ceased to be RFR land in any of the circumstances described in section 96(2)(a) to (c) of the NWOK settlement legislation; or
  - (b) is subject to a contract formed under section 104 of that legislation.
- 4.40 The right under clause 4.39 is to be on the terms provided by sections 102 to 135 of the draft collective bill and, in particular, is for a term commencing on the settlement date and expiring 169 years from the RFR date referred to in clause 4.39.1.
- 4.41 The non-exclusive RFR land referred to in clause 4.39.1, being the land defined by that phrase in section 97 of the NWOK settlement legislation and listed in part 3 of the attachments as the shared RFR land, is the following properties:
- 4.41.1 Waihunga Moirs Hill Scenic Reserve:
  - 4.41.2 Nukumea Scenic Reserve:
  - 4.41.3 Lucas Creek Scenic Reserve:
  - 4.41.4 Orewa College:
  - 4.41.5 Leigh Road, Silverdale.

#### RFR WITH TE KAWERAU Ā MAKI AND NGĀTI WHĀTUA IN MAHURANGI

- 4.42 The Marutūāhu Rōpū Limited Partnership, the trustees of Te Kawerau Iwi Settlement Trust and the Ngāti Whātua governance entity are to have a right of first refusal in relation to a disposal of land defined as “non-exclusive RFR land” in Te Kawerau ā Maki Claims Settlement Act 2015, which –
- 4.42.1 is the land that is in the area shown on SO 459993 in part 3A of the attachments if, on the commencement date, –
- (a) the land is vested in the Crown; or
  - (b) the fee simple estate for which is held by the Crown; or
  - (c) is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revert in the Crown; and
- 4.42.2 includes land within the meaning of clause 4.42.1 exchanged for non-exclusive RFR land in the circumstances specified in the draft collective bill; and

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

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### 4: MARUTŪĀHU IWI COLLECTIVE COMMERCIAL REDRESS

- 4.42.3 includes land within the meaning of clause 4.42.1 exchanged for all or part of the non-exclusive RFR land under section 126(1) or 127 in that Act or an equivalent provision in any approving Ngāti Whātua settlement legislation; but
- 4.42.4 does not include any land within the meaning of clause 4.42.1 if, on the commencement date, the land –
- (a) has ceased to be RFR land in any of the circumstances described in section 110(2)(a), (b), or (d), or (3) of the Te Kawerau ā Maki Claims Settlement Act 2015; or
  - (b) is subject to a contract formed under section 119 of the Te Kawerau ā Maki Claims Settlement Act 2015.
- 4.43 The right under clause 4.42 is to be on the terms provided by sections 102 to 135 of the draft collective bill and, in particular, is for a term commencing on the commencement date and expiring 173 years from the commencement date.
- 4.44 For the purposes of clause 4.42 and 4.43, **commencement date** has the meaning given to it in section 102 of the draft collective bill, being the earlier of –
- 4.44.1 11 November 2018, which is the date that is 36 months after the date defined as the settlement date under section 11 of the Te Kawerau ā Maki Claims Settlement Act 2015; and
  - 4.44.2 the later of the settlement date and the date that is defined as the settlement date under the approving Ngāti Whātua settlement legislation.

## 5 OTHER COLLECTIVE AND SHARED REDRESS

- 5.1 The parties acknowledge that, if a deferred selection property under this deed that is situated in the Tāmaki Makaurau RFR Area (defined as “RFR Area” in the Tāmaki Makaurau Collective Redress Deed) is not purchased under this deed, redress will be given in relation to that property under –
- 5.1.1 part 7 (Right to Purchase Former Deferred Selection Properties in Comprehensive Settlements) of the Tāmaki Makaurau Collective Redress Deed; or
  - 5.1.2 if redress under part 7 is not exercised, under subpart 1 (RFR land) of part 4 (Commercial redress) of Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.
- 5.2 The Minister for Treaty of Waitangi Negotiations must, before the settlement date, give notice to the relevant persons in accordance with section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 that the following properties that are redress under this deed cease to be RFR land for the purposes of that Act:
- 5.2.1 each cultural redress property that is situated in the Tāmaki Makaurau RFR Area:
  - 5.2.2 the commercial redress property.
- 5.3 The Minister must give notice under clause 5.2:
- 5.3.1 as soon as reasonably practicable after –
    - (a) an election notice electing to purchase has been given under paragraph 10.3 of the property redress schedule for each deferred selection property that is situated in the Tāmaki Makaurau RFR Area; or
    - (b) a notice has been given under clause 4.33 for a deferred purchase property; or
  - 5.3.2 before –
    - (a) the settlement date referred to in the early release commercial property transfer terms for the early release commercial property;
    - (b) the NZDF settlement date for each NZDF property that is situated in the Tāmaki Makaurau RFR Area; or
    - (c) the Torpedo Bay property settlement date for the Torpedo Bay property.
- 5.4 If the commencement date for the non-exclusive RFR land under clause 4.42 is before the settlement date, the Minister for Treaty of Waitangi Negotiations must, before the settlement date, give notice to the relevant persons in accordance with section 112 of

## **MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

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### **5: OTHER COLLECTIVE AND SHARED REDRESS**

the Te Kawerau ā Maki Claims Settlement Act 2015 that the following properties cease to be non-exclusive RFR land for the purposes of that Act:

- 5.4.1 Te Kawau Tu Maro property (Kawau):
- 5.4.2 Moutohora property (Motuora):
- 5.4.3 Te Wharekura property (Tiritiri Matangi):
- 5.4.4 Marutūāhu property (Mahurangi):
- 5.4.5 Tamaki Leadership Centre property:
- 5.4.6 Whangaparaoa property.



## **6 MARUTŪĀHU IWI COLLECTIVE REDRESS LEGISLATION, MARUTŪĀHU IWI COLLECTIVE ENTITIES, CONDITIONS, AND TERMINATION**

### **MARUTŪĀHU IWI COLLECTIVE REDRESS LEGISLATION**

- 6.1 The Crown must propose the draft collective bill for introduction to the House of Representatives to give effect to this deed.
- 6.2 The Marutūāhu Iwi collective redress legislation must –
- 6.2.1 provide for all matters for which legislation is required to give effect to this deed; and
  - 6.2.2 be agreed by the Marutūāhu Iwi and the Crown.
- 6.3 The Marutūāhu Iwi and the Crown acknowledge that –
- 6.3.1 the draft collective bill must comply with the relevant drafting conventions for a government bill; and
  - 6.3.2 this deed contains significant features to the Marutūāhu Iwi that must be given effect to through the draft collective bill.
- 6.4 The draft collective bill proposed for introduction to the House of Representatives may be in a form of an omnibus bill that includes bills settling the claims of the Marutūāhu Iwi.
- 6.5 The Crown must not, after introduction to the House of Representatives, propose changes to the draft collective bill other than changes agreed in writing by the Marutūāhu Iwi collective entities and the Crown.
- 6.6 The Marutūāhu Iwi and the Marutūāhu Iwi collective entities must support the passage through Parliament of the Marutūāhu Iwi collective redress legislation.

### **TAONGA O MARUTŪĀHU TRUSTEE LIMITED**

- 6.7 Despite clause 6.1, the Crown is not obliged to propose legislation for introduction to the House of Representatives until:
- 6.7.1 the Marutūāhu Iwi have established Taonga o Marutūāhu Trustee Limited (to be the trustee of a trust known as Taonga o Marutūāhu Trust) by procuring the proper execution of a deed of trust in the form previously approved by the Crown; and

## **MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

### **6: MARUTŪĀHU IWI COLLECTIVE REDRESS LEGISLATION, CONDITIONS, AND TERMINATION**

6.7.2 Taonga o Marutūāhu Trustee Limited has executed, and delivered to the Crown, the deed of covenant in the form set out in part 7 of the documents schedule.

6.8 The Marutūāhu Rōpū Limited Partnership –

6.8.1 has been established;

6.8.2 has executed a deed of covenant in the form attached in part 7 of the documents schedule; and

6.8.3 is treated as having been a party to this deed and must comply with all obligations of the Marutūāhu Rōpū Limited Partnership under this deed.

#### **DEED CONDITIONAL**

6.9 This deed is conditional on the Marutūāhu Iwi collective redress legislation coming into force.

6.10 However, the following provisions of this deed are binding on its signing:

6.10.1 clauses 3.12, 3.13, 4.18, 6.1 to 6.13:

6.10.2 parts 2 to 5 of the general matters schedule.

#### **EFFECT OF THIS DEED**

6.11 This deed –

6.11.1 is “without prejudice” until it becomes unconditional; and

6.11.2 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.

6.12 Clause 6.9 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

#### **TERMINATION**

6.13 The Crown, or the Marutūāhu Iwi collective entities together, may terminate this deed, by notice to the other, if –

6.13.1 the Marutūāhu Iwi collective redress legislation has not come into force within 36 months after the date of this deed; and

## **MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

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### **6: MARUTŪĀHU IWI COLLECTIVE REDRESS LEGISLATION, CONDITIONS, AND TERMINATION**

- 6.13.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.
- 6.14 If this deed is terminated in accordance with its provisions, –
  - 6.14.1 this deed is at an end; and
  - 6.14.2 subject to this clause, it does not give rise to any rights or obligations; and
  - 6.14.3 it remains “without prejudice”.

## 7 ACCESSION

[This part will be deleted from the signing version of this deed if, prior to signing this deed, each of the Marutūāhu Iwi notifies the Crown that iwi will sign this deed. If a Marutūāhu Iwi notifies the Crown in writing that iwi does not intend to sign this deed, this part will be completed and included accordingly in the signing version of this deed.]

### ACKNOWLEDGEMENTS

7.1 [The Marutūāhu Iwi and the Crown acknowledge and record:

7.1.1 that Ngāti Maru, Ngāti Paoa, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri have been part of the Marutūāhu Iwi for the purposes of negotiating this deed;

7.1.2 that by the date of this deed [[ ] [had not “initialled” the deed] [ had not completed ratification of the deed] [the Crown was not satisfied that sufficient members of [ ] had ratified this deed and approved the collective entities receiving the redress];

7.1.3 the strong desire of the Marutūāhu Iwi for [ ] to be a party to, and receive the benefits of, this deed; and

7.1.4 that the Marutūāhu Iwi are fully supportive of [ ] acceding to this deed.

### REFERENCES TO [ ]

7.2 This deed is to be read as if the references to [ ] (other than in this part) have no effect unless and until [ ] have fulfilled the requirements in clause [7.3].

### ACCESSION OF [ ]

7.3 Clauses [7.4 and 7.5] of this deed are to apply if:

7.3.1 the Crown is satisfied with –

(a) the number and percentage of members of [ ] that have ratified this deed; and

(b) the number and percentage of members of [ ] that have approved the collective governance entities receiving this redress; and

7.3.2 the named mandated signatories have signed, on behalf of [ ], a deed of accession (**deed of accession**) binding [ ] to the deed as if the requirements in clause [7.3.1] had been fulfilled at the date of this deed.

**7: ACCESSION**

**GENERAL EFFECT OF DEED OF ACCESSION**

- 7.4 With effect from the date of the deed of accession, [ ] must be treated by the Crown and the Marutūāhu Iwi as having been an original signatory to this deed as a Marutūāhu Iwi.

**SPECIFIC EFFECTS OF ACCESSION ON THIS DEED**

- 7.5 With effect from the date of the deed of accession, clause [7.2] will have no effect.

**SPECIFIC EFFECTS OF ACCESSION CLAUSE ON COLLECTIVE LEGISLATION**

- 7.6 The Crown must propose to the House of Representatives such amendments as necessary to the draft collective bill or the Marutūāhu Iwi collective redress legislation (as the case may be) as may be necessary to reflect the accession of [ ] to this deed.]

## **8 EFFECT OF THIS DEED**

- 8.1 This deed does not settle any of the historical claims of the Marutūāhu Iwi.
- 8.2 This deed provides collective Treaty redress for historical claims in respect of the shared interests of the Marutūāhu Iwi. The Marutūāhu Iwi acknowledge that the redress under this deed will be part of each iwi-specific Treaty settlement.

## 9 GENERAL

### GENERAL

- 9.1 The general matters schedule includes provisions in relation to –
- 9.1.1 the Crown’s –
    - (a) payment of interest; and
    - (b) tax indemnities in relation to redress; and
  - 9.1.2 giving notice under this deed or a deed document; and
  - 9.1.3 amending this deed; and
  - 9.1.4 other miscellaneous matters.

### MARUTŪĀHU IWI

- 9.2 In this deed, the **Marutūāhu Iwi** –
- 9.2.1 means the collective group comprising the following iwi:
    - (a) Ngāti Maru; and
    - (b) Ngāti Paoa; and
    - (c) Ngāti Tamaterā; and
    - (d) Ngaati Whanaunga; and
    - (e) Te Patukirikiri; and
  - 9.2.2 includes the individuals who are members of one or more of the iwi described in clause 9.2.1; and
  - 9.2.3 includes any whānau, hapū, or group to the extent that it is composed of those individuals; and
  - 9.2.4 where the context requires, means one or more of the iwi listed in subclause 9.2.1 of this definition.
- 9.3 Clause 9.2 is to be interpreted in a manner consistent with the definition of an iwi in the comprehensive settlement deed for that iwi.

## MARUTŪĀHU IWI COLLECTIVE REDRESS DEED

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### 9: GENERAL

#### ADDITIONAL DEFINITIONS

- 9.4 The definitions in part 4 of the general matters schedule and in part 15 of the property redress schedule apply to this deed.

#### INTERPRETATION

- 9.5 Part 5 of the general matters schedule applies to the interpretation of this deed.



**MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

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**SIGNED** for and on behalf  
of **NGĀTI MARU** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Walter Ngakoma Ngamane

\_\_\_\_\_  
Paul Francis Majurey

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

---

**SIGNED** for and on behalf  
of **NGĀTI PAOA** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Anthony Dean Morehu Wilson

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

---

**SIGNED** for and on behalf  
of **NGĀTI TAMATERĀ** by  
the mandated signatories in the  
presence of –

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

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

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

---

**SIGNED** for and on behalf  
of **NGAATI WHANAUNGA** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
Tipa Shane Compain

\_\_\_\_\_  
Nathan Charles Kennedy

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

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**SIGNED** for and on behalf  
of **TE PATUKIRIKIRI** by  
the mandated signatories in the  
presence of –

\_\_\_\_\_  
William Kapanga Peters

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

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:

**MARUTŪĀHU IWI COLLECTIVE REDRESS DEED**

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

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

\_\_\_\_\_  
Hon Andrew James Little

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

\_\_\_\_\_  
Hon Grant Murray Robertson

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address: