

STATEMENT OF POSITION AND INTENT

BETWEEN THE CROWN

AND

TE ROOPU WHAKAMANA O NGĀ HAPŪ O NGĀTI RANGINUI

DECEMBER 2011

**Statement of Position and Intent between the Crown
and Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui**

“He roimata taku kai, i te ao, i te po...

Ko te Atua taku piringa, ka puta, ka ora”

(Said by King Tawhiao at the despair of raupatu in 1864: “Tears are my food day and night, and although my land and worldly possessions have been taken from me, God is my strength, and I will persevere”)

Introduction

1. The purpose of this document is to summarise the status of negotiations and the redress under offer between the Crown and Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui.
2. This document will be used as the basis upon which text for the final Deed of Settlement between the Crown and ngā hapū o Ngāti Ranginui will be arrived at. This Statement of Position is not a formal or legally binding agreement between the parties and, in some parts, redress will still need to be considered and confirmed by Ministers and/or Cabinet prior to inclusion in the Deed of Settlement.

Progress to Date

3. On 7 April 2008, the Crown recognised the mandate of Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui to negotiate, on behalf of ngā hapū o Ngāti Ranginui, the settlement of all of their historical Treaty of Waitangi claims.
4. On 27 September 2008, Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui and the Crown entered into Terms of Negotiation which set out the scope, objectives and general procedures for negotiations.
5. On 15 December 2010, the Crown provided ngā hapū o Ngāti Ranginui with a letter setting out the Crown’s negotiating parameters and making a quantum offer. This letter replaced the traditional agreement in principle stage of negotiations.
6. Ngā hapū o Ngāti Ranginui indicated their comfort with the scope and general content of the letter received from the Crown on 15 December 2010 as well as accepting the Crown’s quantum offer.
7. On 27 October 2011, the Crown provided ngā hapū o Ngāti Ranginui with an interim and draft Statement of Position regarding the Crown’s proposed redress to ngā hapū o Ngāti Ranginui to form the basis of this Statement of Position.
8. On 4 November 2011, Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui wrote to the Minister for Treaty of Waitangi Negotiations accepting the interim Statement of

Position as the Crown's offer, pending the resolution of key outstanding issues. In the main, these issues concerned the number and affordability of properties to be included in the final settlement package

9. Negotiations have now reached a stage where Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui and the Crown wish to enter into this Statement of Position recording that they are willing to settle the historical claims by entering into a Deed of Settlement on the basis set out in this Statement of Position.

Proposed Contents of the Ngāti Ranginui Deed of Settlement

10. The Crown and Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui have commenced discussions on the contents of a proposed Deed of Settlement.
11. It is proposed that the Deed of Settlement include the following sections. To ensure consistency, this Statement of Position will also follow the same format.
- a. He Maimai Aroha (A tribute to those Ngāti Ranginui who have passed away)
 - b. Background
 - c. Historical Account
 - d. Acknowledgments and Apology
 - e. Settlement
 - f. Collective Redress
 - g. Redress package
 - h. Settlement Legislation, Conditions and Termination
 - i. General, Definitions and Interpretation
 - j. Next steps

SECTION B: Background

12. The background section of the Deed of Settlement for ngā hapū o Ngāti Ranginui will include within it the history of the negotiation process including details of the events that gave rise to the negotiations and details of the negotiation process as summarised in paragraphs 3-9. It will also include future processes including:
- a. Ratification and Approvals;
 - b. Agreement; and
 - c. Governance Entity to be established and the signing of a Deed of Covenant.

SECTION C and D: Historical Account, Acknowledgements and Apology

13. The historical account, Crown acknowledgements, and Crown apology are the cornerstone of the Crown's settlement offer. The Deed of Settlement will contain an agreed historical account that will summarise the key events which defined the relationship between the claimant group and the Crown and that gave rise to the breaches of the Treaty of Waitangi and its principles.
14. On the basis of this historical account, the Crown will acknowledge in the Deed of Settlement that certain actions or omissions of the Crown were in breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles. The Crown will, in consultation

with Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui, then offer an apology individually and collectively to ngā hapū o Ngāti Ranginui in the Deed of Settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

Progress

15. The Ngāti Ranginui historical account is currently being drafted. A first draft of the account has been reviewed by the Crown and this review and comments have been supplied to Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui for consideration.
16. In broad terms, the historical account is likely to cover the relationship of Ngāti Ranginui and the Crown through:
 - a. pre-Treaty land transactions of the Church Missionary Society and the land claims commission;
 - b. the impact of the Crown's war in Tauranga on ngā hapū o Ngāti Ranginui;
 - c. the Tauranga raupatu;
 - d. the bush campaign;
 - e. the native land laws and the Native Land court;
 - f. land development; and
 - g. the socioeconomic impacts of land loss.
17. The historical account will draw on research developed for the Waitangi Tribunal's Tauranga Moana Inquiry as well as the Waitangi Tribunal's:
 - a. Te Raupatu o Tauranga Moana – Report on the Tauranga Confiscation Claims (2004); and
 - b. Tauranga Moana 1886 – 2006, Report on the Post Raupatu Claims (2010).
18. The development of the historical account will not necessarily involve acceptance by the Crown of all the Waitangi Tribunal's findings, or detailed coverage of all the matters addressed by the Waitangi Tribunal.
19. Following the signing of this Statement of Position, the form and content of the historical account, the Crown acknowledgements and Crown apology will be finalised and agreed between the parties for inclusion in the Deed of Settlement.

SECTION E: Settlement

20. The Deed of Settlement will include a settlement section which details:
 - a. Acknowledgements of each party
 - b. Settlement (final settlement of historical claims);
 - c. Redress (what the provision of redress is intended to achieve);
 - d. Implementation (certain actions required to give effect to the settlement).

21. The Crown and Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui will develop this section once redress has been agreed and during the Deed of Settlement drafting in 2012.

SECTION F: Collective Redress

Tauranga Moana Iwi Collective

22. The Tauranga Moana Iwi are Ngāi Te Rangi (including Ngā Pōtiki), Ngāti Pūkenga and Ngāti Ranginui. These iwi are all individually working towards the settlement of their historical Treaty of Waitangi claims and have agreed that where there are shared interests, the iwi are taking a collective approach to their negotiations through the Tauranga Moana Iwi Collective. This approach has required intensive engagement but is extremely beneficial in dealing with each other's overlapping claims in respect of Crown lands.
23. The Tauranga Moana Iwi Collective negotiations have involved the following key work streams:
- a. Collective financial and commercial redress
 - Deferred Selection, Sale & Leaseback (to be agreed by Cabinet) and Right of First Refusal over certain properties agreed by the Tauranga Moana Iwi Collective;
 - Athenree Forest lands; and
 - Regional Premium.
 - b. Moana Framework
 - This includes the coastal area, harbour and surrounding waterways.
 - c. Collective cultural redress
 - Incentive Proposal; and
 - Public Conservation lands.
24. Details of these redress items will be included in the Tauranga Moana Iwi Collective Statement of Position. The mechanisms to give effect to the Collective redress, as outlined in the Statement of Position, will be included in the individual Deeds of Settlement of each of the Tauranga Moana Iwi.

SECTION G: Ngāti Ranginui Redress Package

Cultural Redress

25. The cultural redress package is based on factors such as the strength and nature of cultural associations, the redress sought by Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui and instruments available to the Crown. There are a range of cultural redress instruments designed to recognise the cultural, spiritual, historical and traditional interests of ngā hapū o Ngāti Ranginui.
26. All items of cultural redress are subject to the following matters being addressed before a Deed of Settlement is signed:
 - a. where applicable and indicated, Cabinet approval of the redress;
 - b. the Crown confirming that any overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
 - c. any other conditions set out below relating to specific items of cultural redress.
27. While the Crown and Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui will continue to negotiate the cultural redress package, in terms of significant sites, Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui maintain that for ngā hapū o Ngāti Ranginui the highest form of redress for land is ownership.
28. In light of this aspiration, the Crown has, and will be giving, serious consideration to the transfer of land, where appropriate, among the range of cultural redress instruments available for recognition of ngā hapū o Ngāti Ranginui cultural interests.
29. As part of the Crown's development of possible cultural redress over sites of priority significance to ngā hapū o Ngāti Ranginui within public conservation land, the Crown may also consider cultural redress options in a wider landscape context.
30. The Office of Treaty Settlements will explore the possibility of a relationship between Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui and the Historic Places Trust with respect to the long-term protection and maintenance of ngā hapū o Ngāti Ranginui sites of significance including kōiwi, tūpāpakau, (burial sites) and archaeological resources. This relationship will include the development of a long-term strategy and action plan for cultural heritage resources within the collective rohe (area of interest) of ngā hapū o Ngāti Ranginui.
31. The Ministry of Culture and Heritage have already agreed to enter into discussions with Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui in respect of the above.

Properties - general

32. Following Cabinet approval in 2012, the Deed of Settlement and the Settlement Legislation will provide for the following Cultural Redress Properties to be vested in the Ngāti Ranginui governance entity on Settlement Date or earlier as agreed:
 - a. Part I: Various Land banked properties currently held in the Office of Treaty Settlements land bank;
 - b. Part II: Various land administered by Land Information New Zealand; and

c. Part III: Public Conservation land.

Part I: Land bank Properties

33. Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui has provided the Office of Treaty Settlements with a list of all properties in the land bank that hold cultural significance for their hapū. Subject to overlapping claims resolution and Cabinet approval, the Crown is prepared to offer ngā hapū o Ngāti Ranginui the gifting and transfer of all Part 1 properties, being the agreed surplus Crown properties in the Office of Treaty Settlements' land bank subject to agreement being reached between the Crown and Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui on how the cost of the properties will be met from within the gifting cap and/or from other areas of the settlement package.
34. The properties confirmed for inclusion in the Crown's settlement package with ngā hapū o Ngāti Ranginui are listed below. The Crown also confirms its commitment to release the land bank properties at the date the Deed of Settlement being signed. This list is subject to confirmation by Cabinet in 2012 and final transfer values being determined.

Table one: Land banked properties

Physical Address	Legal description
6 Country Way	Lot 1 DPS 55701
2 - 6 Sutherland Rd	Lots 1,2 and part lot 3, DP S.9158
51-85 Millers Road	Part Lot 1 Deposited Plan 25466 Block X Tauranga Survey District
62 Princess Street	Lot 5 DPS 20508
13 McLean St	Section 1 SO Plan 57594
10 Allington PI	Lot 26 DPS 72376
14 Allington PI	Lot 25 DPS 72376
16 Allington PI	Lot 24 DPS 72376
20 Allington PI	Lot 23 DPS 72376
51 Pembroke Dr	Lot 31 DPS 72376
53 Pembroke Dr	Lot 32 DPS 72376

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Physical Address	Legal description
55 Pembroke Dr	Lot 33 DPS 72376
59 Pembroke Dr	Lot 34 DPS 72376
6 Allington Pl	Lot 27 DPS 72376
63 Pembroke Dr	Lot 35 DPS 72376
72 Pembroke Dr	Lot 40 DPS 72376
78 Pembroke Dr	Lot 39 DPS 72376
84 Pembroke Dr	Lot 37 DPS 72376
90 Pembroke Dr	Lot 38 DPS 72376
94 Pembroke Dr	Lot 36 DPS 72376
1/188 Edgecumbe Road	Part Lot 1 DPS 406, undivided half share, and Flat 1 DPS 16220
828 Cameron Road	Lot 10 DP 26973
111 Eighteenth Ave	Lot 3 DP 21567
113 Eighteenth Ave	Lot 2 DP 23058
123 Eighteenth Ave	Lot 14 DPS 26973
830 Cameron Rd	Lot 11 DP 26973
832 Cameron Rd	Lot 12 DP 26973
7 Garden Pl	Lot 8 DP 1909
9 Garden Pl	Lot 7 DPS 1909
1679 State Highway 2 (Athenree Gorge)	Lot 1 DP S 63309 Blk IV Aroha S.D
31 Park Road	Lot 5 DP 31304

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Physical Address	Legal description
440 Woodlands Rd	Pt Lot 3 DP 23590 Blk IV Katikati SD
Ainsworth Road	Pt Lot 1 DPS 15316
Cnr Minden Road/Perkins Drive	Part Lot 7 DPS 1496
104 Plummers Point Road	Lot 1 DPS 88133
23 Highgrove Place	Lot 69 DP 72462
25 Highgrove Place	Lot 11 DP 26973
1514 SH 29	Section 1 SO 58352 Block I Otanewainuku Survey District
17 Moffat Road	Sec 6 SO 352021
Wairoa Road	Sections 3 & 6 SO 401516
27 Highgrove Place	Lot 54 DPS 71724

35. In respect of 48 Harrisfield Drive (being 2.45 ha of former school land), the Crown notes that the following process will take place, following confirmation from ngā hapū o Ngāti Ranginui that they wish to include the transfer of the property in their final settlement package:
- a. Through the Crown's surplus lands process, the property has been advertised and applications to land bank this property close on 22 January 2012.
 - b. Once the Officials Committee has met in early 2012, Ministers will be asked to decide whether or not to land bank the property. If Ministers agree to land bank the property, the property will be purchased by the Office of Treaty Settlements.
36. Should the steps outlined above occur, the Deed of Settlement will confirm the mechanism by which the property will be transferred to Te Roopu Whakamana o ngā hapū o Ngāti Ranginui.
37. If Ngāti Pūkenga and Ngāi Te Rangi (including Ngā Pōtiki) have not completed their property selection by February 2012 then Ngāti Ranginui will seek further gifting within the Te Papa block in accordance with the internal TMIC and Te Papa agreements. From 1 March 2012, Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui will approach the Ministry of Justice for a sale and leaseback of the Tauranga Court House land, as well as undertaking a revaluation of the remaining land banked properties at Garden Place, Cameron Road and Eighteenth Avenue.

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38. The Crown acknowledges that the majority of properties listed above are within the 50,000 acres confiscated by the Crown and that ngā hapū o Ngāti Ranginui have therefore sought the gifting of all of these properties
39. Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui have asked that, given the cultural significance of the lands to be gifted, that any of the agreed Part 1 properties agreed for transfer that are vacant should be deemed development lands and non rateable until the lands are developed. Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui state that this would ensure that vacant lands gifted for marae or papakainga are not rated while ngā hapū o Ngāti Ranginui prepares the lands for development.
40. The Crown will undertake a process to confirm whether certain cultural redress properties to be gifted can be deemed to be Māori freehold land and gazetted specifically for Maori reservations, papakainga and, where relevant, marae under the settlement legislation.
41. Ngā hapū o Ngāti Ranginui will undertake a consultation process with the relevant local authorities under section 116 of the Local Government (Ratings) Act 2002 to ascertain if these properties can be exempted from rating obligations until papakainga and, where relevant, marae developments take place.
42. The Crown will work with ngā hapū o Ngāti Ranginui to liaise with the relevant local authorities to determine if the proposal fits with their policy and the objectives identified above, and if they would consent to the exemption. The matters the local authority is likely to consider in deciding whether to consent to the order include its own policy on rates relief for Māori freehold land and the objectives set out in section 122XD(3) of the Local Government Act 1974.
43. Should the Crown confirm that the cultural redress properties will be deemed to be Maori freehold land and gazetted specifically for Maori reservations, papakainga and marae under any final settlement legislation, and should the relevant local authorities agree to the exemptions, the Crown and Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui will work through the Maori Land Court processes to seek their recommendation. Text in the Deed of Settlement will reflect this process and any final legislation would include an order in Council made on the recommendation of the Māori Land Court and the consent of the relevant local authority to exempt the land from all or some rates.

Part II: Land Information New Zealand properties

44. Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui has provided the Crown with a final list of properties which are of cultural significance to their hapū.
45. Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui will work with the Crown, Tauranga Moana Iwi Collective and Hauraki Collective to determine the share of ngā hapū o Ngāti Ranginui in the Athenree Forest Land Company by February 2012. Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui will seek the gifting of ngā hapū o Ngāti Ranginui interests in the Athenree Crown Forest Licenced Land and Athenree Forest Land Company.
46. The Crown is prepared to offer ngā hapū o Ngāti Ranginui the transfer of all Part II properties subject to agreement being reached between the Crown and Te Roopu

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Whakamana o Ngā Hapū o Ngāti Ranginui on how the costs of the properties will be met within the gifting cap and/or other areas of the settlement package, overlapping claims resolution and Cabinet approval. Any transfers are also subject to particular statutory clearance processes which must firstly be addressed by the Crown before the properties are made available for redress.

47. Ngā hapū o Ngāti Ranginui have informed the Crown that many of the lands listed below hold particular significance as pā and urupā (burial) sites and other culturally significant values. For this reason, ngā hapū o Ngāti Ranginui have asked that Land Information New Zealand be made aware of these matters as part of any valuation of the lands prior to final transfer.
48. Following the signing of this Statement of Position Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui and the Crown will discuss and clarify a number of matters concerning the sites referred to below including the mechanism for returning the sites, legal descriptions and boundaries, any conditions that will apply to the transfer and any relevant encumbrances on the land.

Table two: LINZ Properties

Site	Physical address	Physical Description
Athenree - Tanners Point	SH 2, (just south of Bridgman Lane)	Part Allotment 96 Katikati Parish, Block II, Katikati SD
	Rawaka Drive,	CL and Part Uretara Stream Bed adjoining Lot 7 DPS 34349
Omanawa	Closed road adjoining Part Allotment 68 Te Papa Parish, Lot 1 & 2 DPS 52281, Part allotment 69 Te Papa parish, Lot 8 DPS 38471	4 areas of closed road
Poike	Part Poike 6A (1, 2 & 3) C2	An irregular shaped slightly sloping vacant section with frontage to the limited access highway (SH29). No legal access and land is zoned residential A
Te Puna – Tahataharoa	Lothead Road (Tahataharoa)	CL Adjoining Lot 2 DPS 66316. Lot 5 DPS 78529 and Lot 1 DPS 28844, Blk IX Tauranga SD

Part III: Public Conservation Lands

49. On 30 November 2011, the Crown received a consolidated list of 34 priority sites of significance from Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui. These sites of significance were identified by the eight Ngāti Ranginui hapū and formally approved for inclusion in the Ngāti Ranginui settlement package by Ngāi Te Rangi and Ngāti Pūkenga.
50. Cultural redress over public conservation land is designed to reconnect iwi to places of spiritual, cultural and historical importance to iwi which are located on public conservation land. There are a range of cultural redress instruments which can be applied to make up a cultural redress package.

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51. These range from non-exclusive recognition through statutory acknowledgements (which strengthen iwi involvement in Resource Management Act processes) and deeds of recognition (which strengthen iwi involvement in Department of Conservation's operational planning matters) through to overlay classifications (a high level of recognition that acts on Department of Conservation's day to day and strategic management of a site) and transfer of land into iwi ownership with appropriate protections on the conservation values.
52. The Crown aims for a balance in any cultural redress package, to reflect the strength and nature of the significance of the sites to iwi.
53. In consultation with Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui, the Crown is assessing the 34 sites that ngā hapū o Ngāti Ranginui have identified as being of significance as part of a cultural redress package. The Crown has a long standing policy of retaining in Crown ownership, on behalf of the public of New Zealand, marginal strips along waterways and the coast. As part of the Crown's development of possible recognition of ngā hapū o Ngāti Ranginui interests in their 34 sites of significance, the Crown may also consider cultural redress options in a wider landscape context.
54. Ngāti Ranginui and the Crown agree that more work is required to develop the proposals for redress relating to public conservation land and accordingly agree in good faith to explore mechanisms that can meet the aspirations of Ngāti Ranginui hapū, including but not necessarily limited to:
 - a. return of land; and
 - b. co-governance and co-management arrangements.
55. Any cultural redress that may be offered over public conservation land will be subject to Cabinet approval and the satisfactory resolution of overlapping claims.

Next steps

56. The Crown and Ngāti Ranginui will build on the work to date and work together to:
 - a. identify the cultural and conservation values of the sites of significance to the iwi; and
 - b. finalise options for cultural redress over public conservation land in early 2012 for consideration by Ministers and Cabinet.

Conditions for Cultural Redress Properties

57. The vesting of the Cultural Redress Properties is subject to (where relevant):
 - a. further identification and survey of sites;
 - b. confirmation that no prior offer back or third party right, such as those under the Public Works Act 1981, exists in relation to the site and that any other statutory provisions that must be complied with before the site can be transferred are complied with;
 - c. any specific conditions or encumbrances (such as a tenancy, lease, license, easement, covenant or other right or interest whether registered or unregistered) in respect of the site to be vested, either existing at the date of

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Deed of Settlement is signed, or which are advised in the disclosure information as being required to be created;

- d. the rights or obligations at the Settlement Date of third parties in relation to fixtures, structures or improvements;
 - e. the creation of marginal strips where Part 4A of the Conservation Act 1987 so requires;
 - f. sections 10 and 11 of the Crown Minerals Act 1991;
 - g. any other specific provisions relating to Cultural Redress Properties that are included in the Deed of Settlement;
 - h. the Crown confirming the nature and extent of overlapping interests to the sites and being satisfied that these interests have been appropriately safeguarded; and
 - i. the preservation of existing public access rights.
58. Unless otherwise specified in the Deed of Settlement, the Governance Entity will be responsible for the maintenance of the Cultural Redress Properties, including any future pest control (including flora and fauna), fencing, interpretation material, required biosecurity responses, and removal of refuse if required.
59. The Governance Entity will also be responsible for any rates that become payable after vesting of the Cultural Redress Properties in the Governance Entity.
60. Following the signing of this Statement of Position, the Crown will prepare disclosure information in relation to each site agreed to be vested, and will provide such information to Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui. If any sites are unavailable for transfer for any reasons given in paragraph 56 above the Crown has no obligation to substitute such sites with other sites but, in good faith, will consider alternative redress options.

Other redress

New official geographic place names

61. The Deed of Settlement will provide for the settlement legislation to alter the existing geographic names identified below, if the parties agree:

Table three: Place name changes

Hapū	Existing name	Proposed Place name change	Comment
Ngāti Taka	Plummers Point	Hūhārua	-

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Hapū	Existing name	Proposed Place name change	Comment
	No existing name (location near Te Puna Estuary)	Te Hopuni	-
	Informal name: Te Puna West	Parewhataroa Peninsula	-
Ngāi Te Ahi	Unnamed (located near Te Rerenga stream)	Te Rimupoka	Recommended subject to Tapuika and Ngāti Rangiwewehi agreement as cross-claimant groups
Ngāi Tamarāwaho	Historic site on a sandbank (located in the Waikareao Estuary)	Te Whāngai-a-Tamarāwaho	-
Wairoa hapū	Kaukaumoutiti Stream	Kaukumoutiti Stream	Recommendation pending - more information required*
	Ngāmuwahine river	Ngāumuwahine River	Recommendation pending - more information required*
	Ohourere Stream	Ruangārara Stream	Pending
	Te Āhuru Stream	Mangahuruhuru Stream	Approved (subject to certain conditions)

62. These place name changes submitted by Ngāti Ranginui were considered by the NZ Geographic Board in December. The Minister for Treaty of Waitangi Negotiations will need to formally approve their inclusion in the Deed of Settlement.

63. Any remaining place name changes not listed here will be considered in 2012 as agreed between the Crown and Ngāti Ranginui.

Relationship Redress

Relationships with Local Government, Tertiary Institutions, Trust Power and Landcorp

64. Initial Crown meetings with Tauranga City Council, Western Bay of Plenty District Council and Bay of Plenty Regional Council have been productive. All councils are

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prepared to participate in the development of the Tauranga Moana Iwi Collective Moana framework and are ready to engage with Tauranga Moana iwi, including Ngāti Ranginui, on other issues such as cultural sites, pou, memorials, tohu and signs.

65. These discussions will result in a relationship meeting between Ngāti Ranginui and council representatives, in early 2012. The purpose of establishing relationships between Ngāti Ranginui and local authorities is because many of the issues raised by hapū cannot be resolved through the Treaty settlement process – including issues like roading, water catchment and sites of significance on local body reserves.
66. A relationship meeting between the Bay of Plenty Polytechnic, Ngāi Te Ahi and Ngāti Ruahine is being arranged by the Crown and will be confirmed by early 2012. The Chief Executive of the Bay of Plenty Polytechnic acknowledges the importance of the land on which the Polytechnic is situated to Ranginui hapū, particularly Ngāi Te Ahi and Ngāti Ruahine, and their connection with the land.
67. The Crown will make best endeavors to arrange relationship meetings with:
 - a. Trust Power and Ngāti Hangarau to discuss the Trust Power hydro system and Trust Power's long-term relationship with Ngāti Hangarau;
 - b. Landcorp and Wairoa Hapū to discuss the Landcorp Tauranga Dairy farm and the sites of significance of Wairoa Hapū including Papaowharia Pā.

Relationships with Central Government

68. Letters of introduction will be sent from the Minister for Treaty of Waitangi Negotiations to the Ministry for Culture and Heritage, the Ministry of Health, the Bay of Plenty District Health Board, the Ministry of Education, Ministry for the Environment, Department of Conservation, Ministry of Agriculture, Forestry and Fisheries, Ministry for Economic Development, Te Puni Kōkiri, Housing Corporation New Zealand and other agencies on behalf of Ngāti Ranginui. Drafts will be prepared for Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui to consider in January 2012.
69. The Office of Treaty Settlements will explore a relationship with the Historic Places Trust with respect to the long-term protection and maintenance of ngā hapū o Ngāti Ranginui sites of significance including kōiwi, tūpāpakau, (burial sites) and archaeological resources. This relationship will include the development of a long-term strategy and action plan for cultural heritage resources within the collective rohe (area of interest) of ngā hapū o Ngāti Ranginui.
70. The Ministry of Culture and Heritage have already agreed to enter into discussions with Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui in respect of the above.
71. The Office of Treaty Settlements is exploring a relationship (or relationships) between ngā hapū o Ngāti Ranginui and the Ministry for Culture and Heritage, the Department of Internal Affairs (which includes the National Library of Zealand and the Alexander Turnbull Library) and Te Papa Tongarewa. Ngā hapū o Ngāti Ranginui will meet with these agencies in 2012 to discuss taonga in national collections and taonga tūturu. The Office of Treaty Settlements will advise on arrangements early 2012.

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72. The Historic Places Trust has established relationships with the majority of Ngāti Ranginui hapū and, apart from a long term strategy and action plan for cultural heritage, there is no need to duplicate existing processes. With this in mind, the Office of Treaty Settlements is exploring how to assist ngā hapū o Ngāti Ranginui with developing a cultural plan or something similar. This could potentially cover te reo Māori revitalisation, sites of significance, and taonga generally.
73. The Ministry for Science and Innovation - identified by many Ngāti Ranginui hapū as an agency they seek a relationship with - is prepared to work directly with all the Tauranga Moana iwi, including Ngāti Ranginui. OTS is following up with the Ministry for Science and Innovation and will advise on next steps in early 2012.
74. Other agencies to be approached by the Office of Treaty Settlements include Te Taura Whiri i te Reo Māori (the Māori Language Commission) and the Lotteries Commission. Crown officials will update Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui as discussions with these agencies proceed.
75. The Crown acknowledges that Ngāti Ranginui is a hapū centric settlement where the Governance Entity will receive Cultural, Financial and Commercial Redress and then transfer the Cultural and Financial Redress to each of the 8 hapū groups that constitute Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui.
76. OTS is approaching Te Puni Kōkiri about other assistance that might be available to Ngāti Ranginui for leadership development, governance and other activities aimed at assisting each of ngā hapū o Ngāti Ranginui with their hapū post settlement governance entities.

Department of Building and Housing/Housing New Zealand

77. Marae are the lifeblood and centre of hapū cultural identity in Tauranga Moana. Cultural revitalisation of the marae and the people through the development and/or redevelopment of 20 homes in and about each marae will ensure the long term sustainability of the marae and its people. The marae and the houses will sustain the whānau and their cultural identity - and the whānau will sustain the marae.
78. Through discussions with Housing New Zealand Corporation (HNZC) and the Department of Building and Housing in relation to state housing in and around the marae and discussions with local councils and the Māori Land Court and Crown in relation to rateable land issues, Ngāti Ranginui hapū wish to secure properties and resources to establish papakainga lands in and around their current marae and pā.
79. Ngāti Ranginui will seek a limited RFR over HNZC assets in the immediate surrounds of its various marae in accordance with its wider Treaty settlement aspirations.
80. The Office of Treaty Settlements and the Department of Building and Housing are exploring the possibility of a relationship post-settlement between the Department and Ngāti Ranginui. This relationship could take the form of advice and guidance from the Department of Building and Housing to support ngā hapū o Ngāti Ranginui to develop a long term (50 year) housing strategy. Implementation will be dependent

on the outcome of discussions between the Department of Building and Housing and Ngāti Ranginui which will take place once the Deed of Settlement has been signed.

Financial and Commercial Redress

81. The Deed of Settlement will outline the financial and commercial redress to be provided by the Crown as set out below:

Financial redress

82. The financial redress amount is made up of a cash quantum of \$31 million dollars.

Interest

83. The Deed of Settlement will provide for the Crown to pay to the governance entity, on settlement date, interest on the financial and commercial redress amount of \$31 million dollars:
- a. [for the period from 15 December 2010 (being the initial formal acceptance of the Crown's financial and commercial redress offer) and ending on the day before the settlement date].
 - b. at the rate, from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.

On-account Payment of Part Financial and Commercial Redress on Deed of Settlement signing

84. Subject to Cabinet approval, the Deed of Settlement will provide for the Crown to pay to the governance entity, within the 5 working days following the signing of the Deed of Settlement:
- Interest on the financial and commercial redress amount of \$31 million accrued from 15 December 2010 to the Deed of Settlement signing date (expected to be 21 June 2012); and
 - \$8 million,

Commercial property redress

85. The Deed of Settlement and the Settlement Legislation will provide for:
- a. the Crown to transfer selected Commercial Redress Properties to the Governance Entity on the Settlement Date.
 - b. any other commercial redress agreed between the parties.

Sale and Leaseback properties

Ministry of Education

86. Ngāti Ranginui have requested that the following school sites be vested in the governance entity on settlement date:

Table four: Ministry of Education Sites

School Site	Physical Address
Te Puna Primary School	225 Te Puna Road
Omokoroa School	Plummers Point Road

87. Ngā hapū o Ngāti Ranginui consider that each school site would be vested on the condition that it is leased back to the Crown. Any lease-back would be subject to Ministerial approval and to the Ministry of Education and ngā hapū o Ngāti Ranginui agreeing on the terms and conditions in the Ministry's standard Treaty lease. In particular, the lease will relate to the land only, with the ownership of all improvements remaining unaffected by the transfer.
88. Particular care will need to be adopted in respect of Ministry of Education properties where the Crown is only prepared to explore redress up to 10% of the school network within the Western Bay of Plenty District Territorial Local Authority area.
89. As the sale and lease-back of these school sites will exceed the 10% threshold in this area, the Ministry of Education will need to seek Ministerial decisions in the New Year. Any decisions will be sought prior to the redress package going to Cabinet.

New Zealand Police

90. Ngāti Ranginui have also requested that the following police station be vested in the Governance Entity on settlement date:

Table five: New Zealand Police Property

Police Station	Physical Address
Tauranga Police Station	15 Monmouth Street

91. The Office of Treaty Settlements has communicated with the Commissioner of the New Zealand Police requesting that the sale and lease back of the land and improvements of the Tauranga Police Station located at Taumata Kahawai (Monmouth Street) be considered. A deferred selection of 10 years to purchase the improvements has also been requested.
92. On 6 December 2011 the Commissioner of Police agreed in principle to the inclusion of both Police land and improvements at 15 Monmouth Street, Tauranga in the proposed settlement with ngā hapū o Ngāti Ranginui. This includes the right to purchase the land at date of settlement and the right to purchase the improvements for a period of 10 years from date of settlement. This agreement is subject to final

Cabinet approval and the agreement of purchase and lease back terms satisfactory to New Zealand Police.

93. For avoidance of doubt, the right to purchase the improvements relates to the new building which is being constructed next year. The existing building, which will shortly be demolished, is not available for purchase.

Right of first refusal for fish species introduced into the Quota Management System

94. The Ministry of Agriculture and Fisheries has proposed a right of first refusal to Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui that enables ngā hapū o Ngāti Ranginui to purchase at fair market value a percentage of Crown-owned quota for specified species within their area of interest, should those species be introduced into the quota management system. The right of first refusal lasts for fifty years and will apply only to a percentage of surplus quotas held by the Crown. Next steps will be for Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui to identify, in consultation with the Ministry of Agriculture and Fisheries, the species to be subject to a right of first refusal.

Conditions of Commercial Redress Properties

95. The transfer of Commercial Redress Properties will be subject to (where relevant):
- a. the consent of the relevant Crown agency;
 - b. confirmation that no prior offer back or other third party rights and obligations, such as those under the Public Works Act 1981, exist in relation to the property and that any other statutory provisions that must be complied with before the property can be transferred are complied with;
 - c. any express provision relating to specified properties that are included in the Deed of Settlement;
 - d. standard terms of transfer and specific terms of transfer applicable to the specified property;
 - e. any rights or encumbrances (such as tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property to be transferred, either existing at the date of Deed of Settlement is signed, or which are advised in the disclosure information to be provided to Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui as being required to be created;
 - f. the creation of marginal strips where Part 4A of the Conservations Act 1987 so requires, except as expressly provided;
 - g. sections 10 and 11 of the Crown Minerals Act 1991; and
 - h. the Crown confirming the nature and extent of overlapping claims to the properties, and the Crown being satisfied that these interests have been protected.

96. Following the signing of this Statement of Position, the Crown will confirm whether any Commercial Redress Properties will be unavailable for transfer to the Governance Entity. The Crown will then prepare disclosure information in relation to each property that is available for transfer to the Governance Entity and will provide such information to Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui. If any properties are unavailable for transfer for the reasons given in the paragraph above, the Crown has no obligation to substitute such properties with other properties but, in good faith, will consider redress options.

SECTION H: Settlement Legislation, Conditions and Termination

97. This section of the Deed of Settlement will describe the settlement legislation, post settlement governance arrangements, deed and settlement conditions, effect of the deed, and termination clauses.

Status of this Document

98. The parties acknowledge that this document summarises the position reached in the negotiations to date. It is entered into without prejudice to the respective positions of the parties.
99. The parties further acknowledge that because this document is a summary of the position reached in the negotiations, it is not legally binding and does not create legal relations. The objective of the parties is to reach a final Deed of Settlement that will be binding according to its terms.
100. As a consequence of the acknowledgements recorded in paragraphs 98 and 99, this document is not to be used as evidence, or as an interpretative guide or aid of any matter, in any proceedings before, or presented to, the Courts, the Waitangi Tribunal, or any other judicial body or tribunal. However, this document can be produced to prove its existence and to prove any of the matters referred to in this clause.
101. Terms of Negotiation agreed between the Crown and Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui on 30 July 2010 will continue to apply.

SECTION I: General, Definitions and Interpretation

Claimant Definition

102. The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.
103. The detail of the definition of ngā hapū o Ngāti Ranginui will be developed further over the course of the negotiations for inclusion in the Deed of Settlement, and will use a format similar to that agreed in recent Treaty settlements.
104. The Deed of Settlement will also define key terms of the claimant definition.

Scope of Settlement

105. The Deed of Settlement will settle all the Historical Claims of ngā hapū o Ngāti Ranginui.

106. **Historical Claims** means every claim made by ngā hapū o Ngāti Ranginui (in accordance with the definition to be developed in accordance with paragraph 103 above) or by a representative entity of ngā hapū o Ngāti Ranginui:

- a. wherever the claim occurs, including any claims relating to matters outside the Area of Interest;
- b. whether or not the claim has arisen or been considered, researched, registered, or notified;
- c. whenever the claim is made (either before, on, or after Settlement Date):

that:

- a. is founded on a right arising from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles, under legislation, at common law (including aboriginal title or customary law), from a fiduciary duty or otherwise; and
- b. arises from or relates to acts or omissions before 21 September 1992:
 - i. by or on behalf of the Crown; or
 - ii. by or under any legislation; and
- c. accordingly includes (without limiting the general wording of paragraphs 105(a) and 105(b)):
 - i. every claim to the Waitangi Tribunal that relates specifically to ngā hapū o Ngāti Ranginui, including:
 - a. All Wai claims articulated to the Waitangi Tribunal;
 - ii. all other claims to the Waitangi Tribunal, insofar as they relate to ngā hapū o Ngāti Ranginui, including all claims, insofar as they relate to ngā hapū o Ngāti Ranginui, that were subject of findings and recommendations by the Waitangi Tribunal in Te Raupatu o Tauranga Moana - Report on the Tauranga Confiscation Claims 2004 and Tauranga Moana 1886-2006 – Report on the Post Raupatu Claims 2010.

107. The definition of **Historical Claims** does not include:

- a. any claim that a member of ngā hapū o Ngāti Ranginui, or a whānau, hapū or group referred to in paragraph 101 may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not an ancestor of ngā hapū o Ngāti Ranginui ; and

- b any claim that a representative entity may have to the extent that such claim is, or is based on, a claim referred to in paragraph 107(a).
108. The format for the definition of Historical Claims will be discussed in the process of finalising the Deed of Settlement and will use a format similar to that agreed in recent Treaty settlements.

Proposed Terms of the Deed of Settlement

Acknowledgements concerning the settlement and the redress

109. The Crown and ngā hapū o Ngāti Ranginui will acknowledge in the Deed of Settlement that:
- a the negotiations resulting in this Deed of Settlement have been conducted in good faith and in the spirit of co-operation and compromise;
 - b it is not possible for the Crown to:
 - i assess fully the loss and prejudice suffered by ngā hapū o Ngāti Ranginui as a result of the events on which the Historical Claims are based; or
 - ii compensate ngā hapū o Ngāti Ranginui fully for all the loss and prejudice suffered;
 - c the foregoing of full compensation and the redress contained in this Deed of Settlement is intended by ngā hapū o Ngāti Ranginui to be for the benefit of all New Zealanders;
 - d taking all matters into consideration (some of which are specified in these acknowledgements) the settlement is fair in the circumstances;
 - e each party has acted honourably and reasonably in respect to the settlement; and
 - f the settlement is intended to enhance the ongoing relationship between the Crown and ngā hapū o Ngāti Ranginui (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise).

Acknowledgements concerning the settlement and its finality

110. Ngā hapū o Ngāti Ranginui and the Crown will acknowledge (amongst other things) in the Deed of Settlement that the settlement of the Historical Claims:
- a will prevent any member of ngā hapū o Ngāti Ranginui (or any representative entity of Ngāti Ranginui) from pursuing claims against the Crown (including claims based on Te Tiriti o Waitangi/the Treaty of Waitangi or its principles, or based on legislation, common law (including aboriginal title or customary law), a fiduciary duty or otherwise) if such claims come within the definition of Historical Claims;
 - b except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or ngā hapū o Ngāti Ranginui might have arising from Te

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- Tiriti o Waitangi/the Treaty of Waitangi or its principles, legislation, common law (including aboriginal title and customary law), fiduciary duties or otherwise;
- c does not extinguish any aboriginal title, or customary rights, that ngā hapū o Ngāti Ranginui may have;
 - d does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and
 - e is not intended, except as otherwise agreed to in the Tauranga Moana Iwi Collective Moana framework, to affect any actions or decisions under:
 - i the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Maori fishing claims;
 - ii the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - iii the Fisheries Act 1996;
 - iv the Maori Fisheries Act 2004;
 - v the Maori Commercial Aquaculture Claims Settlement Act 2004; and
 - f the Marine and Coastal Area (Takutai Moana) Act 2011 is not intended, except as otherwise agreed to in the Tauranga Moana Iwi Collective Moana framework, to affect any actions or decisions under:
 - i the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Maori fishing claims;
 - ii the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - iii the Fisheries Act 1996;
 - iv the Maori Fisheries Act 2004;
 - v the Maori Commercial Aquaculture Claims Settlement Act 2004; or
 - vi the Marine and Coastal Area (Takutai Moana) Act 2011

Marine and Coastal Area (Takutai Moana) Act 2011

- 111. Although the Marine and Coastal Area (Takutai Moana) Act 2011 (**MACA**) does not prevent the development of cultural redress in the common marine and coastal area any formal acknowledgements or negotiated agreements must not undermine the integrity of MACA processes for rights recognition.
- 112. Two aspects of the MACA merit consideration in the context of the co-management framework for Tauranga Moana. These are participation in conservation processes and protection of customary rights.
- 113. The Moana framework could also include formal acknowledgement of the associations of iwi with Tauranga Moana through instruments such as statutory acknowledgements and kaitiaki acknowledgements.

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114. The Crown acknowledges that Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui is seeking recognition from the Crown of the effect that raupatu had on their mana moana and has had on ngā hapū o Ngāti Ranginui ability to meet the customary title test under the MACA. The view of ngā Hapū o Ngāti Ranginui is outlined in the ngā Hapū o Ngāti Ranginui submissions made to the Maori Affairs Select Committee during the MACA bill hearing at Tauranga in December 2010.
115. The Crown will explore elements outlined in paragraphs 111 and 112 with the iwi in early 2012 as part of the Moana framework.
116. Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui will acknowledge and agree that the Deed of Settlement, and the Settlement Legislation provide, with effect from the Settlement Date:
- a the Historical Claims are settled;
 - b the settlement of the Historical Claims is final;
 - c the Crown is released and discharged from any obligations, liabilities and duties in respect of the Historical Claims;
 - d the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:
 - i the Historical Claims;
 - ii the Deed of Settlement;
 - iii the redress provided to Ngāti Ranginui and the Ngāti Ranginui Governance Entity in the settlement; and
 - iv the Settlement Legislation,(except in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation); and
 - e any proceedings in relation to the Historical Claims will be discontinued.
117. The Deed of Settlement will provide for ngā hapū o Ngāti Ranginui to acknowledge and agree the following:
- a it is intended that the settlement is for the benefit of ngā hapū o Ngāti Ranginui and may be for the benefit of particular individuals or any particular iwi, hapū, or group of individuals as is determined appropriate between Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui and the Crown; and
 - b the settlement is binding on ngā hapū o Ngāti Ranginui and the Ngāti Ranginui Governance Entity (and any representative entity of Ngāti Ranginui).

Removal of statutory protections and termination of land banking arrangements

118. Agreement by ngā hapū o Ngāti Ranginui to the Deed of Settlement includes agreement to the following:

- a the Settlement Legislation will provide that the following legislation does not apply to the Cultural Redress Properties, namely:
 - i Sections 8A-8HJ of the Treaty of Waitangi Act 1975;
 - ii Sections 27A to 27C of the State Owned Enterprises Act 1986;
 - iii Sections 211 to 213 of the Education Act 1989;
 - iv Part III of the Crown Forests Assets Act 1989; and
 - v Part III of the New Zealand Railways Corporation Restructuring Act 1990;
- b the Settlement Legislation will provide for the removal of all resumptive memorials from the Cultural Redress Properties;
- c the land bank arrangements in relation to ngā hapū o Ngāti Ranginui will cease;
- d that neither ngā hapū o Ngāti Ranginui nor any representative entity of Ngāti Ranginui have, from the Settlement Date, the benefit of the legislation referred to in paragraph 118(a) in relation to land outside the Area of Interest; and
- e that neither ngā hapū o Ngāti Ranginui nor any representative entity of Ngāti Ranginui will object to the removal by legislation or the application of the legislation referred to in paragraph 118(a) above in relation to any land outside the Area of Interest, or to the removal of memorials with respect to such land.

Conditions

119. The Deed of Settlement will be subject to the following conditions:

Overlapping Interests

- a the Crown confirming that overlapping interests from other tribal groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

Cabinet agreement

- b Cabinet agreeing to the redress to be provided to ngā hapū o Ngāti Ranginui and the settlement; and

Ratification

- c Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui obtaining, before the Deed of Settlement is signed, a mandate from the members of ngā hapū o Ngāti Ranginui (through a process agreed by Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui and the Crown) authorising them to:
 - i enter into the Deed of Settlement on behalf of ngā hapū o Ngāti Ranginui; and

- ii in particular, settle the Historical Claims on the terms provided in the Deed of Settlement;

Ngāti Ranginui Governance Entity

- d the establishment of an entity (the “Ngāti Ranginui Governance Entity”), prior to the introduction of Settlement Legislation that the Crown is satisfied:
 - i is an appropriate entity to which the Crown will provide the settlement redress;
 - ii has a structure that provides for:
 - a. representation of ngā hapū o Ngāti Ranginui;
 - b. transparent decision-making and dispute resolution processes; and
 - c. full accountability to ngā hapū o Ngāti Ranginui; and
 - iii has been ratified by the members of Ngāti Ranginui (through a process agreed by Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui and the Crown) as an appropriate entity to receive the settlement redress; and
- e the Ngāti Ranginui Governance Entity signing a Deed of Covenant to provide for it, among other things, to be bound by the terms of the Deed of Settlement.

Settlement Legislation

- 120. This Statement of Position and the Deed of Settlement will be subject to:
 - a. the passing of Settlement Legislation to give effect to parts of the settlement and;
 - b. ngā hapū o Ngāti Ranginui supporting the passage of Settlement Legislation.
- 121. The Crown will propose Settlement Legislation for introduction into the House of Representatives only after the Ngāti Ranginui Governance Entity has been established and ratified and has signed the Deed of Covenant identified in paragraph 118(e).
- 122. The Crown will ensure that Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui or the Ngāti Ranginui Governance Entity has appropriate participation in the process of drafting the Settlement Legislation and such drafting will commence once the Deed of Settlement has been signed.
- 123. [Should the Crown not release payment of part financial and commercial redress as outlined in paragraph 83, The Crown will agree to ensure that the Settlement Legislation is introduced into the House of Representatives within 6 months of the date of the signing of the Deed of Settlement with Settlement Date being achieved no longer than 12 months after the signing of the Deed of Settlement.]
 - a. If the Settlement Date is not achieved within 12 months after the signing of the Deed of Settlement then the Crown shall pay to the Governance Entity the equivalent of one years interest on the remaining financial and commercial redress amount of \$23 million.

Taxation

124. The Crown acknowledges that Ngāti Ranginui is a hapū centric settlement where the Governance Entity will receive Cultural, Financial and Commercial Redress and on transfer the Cultural, Financial and Commercial Redress to each of the 8 hapū groups that constitute Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui.
125. The Deed of Settlement will also include the following taxation matters:
- a subject to obtaining the consent of the Minister of Finance, the Ngāti Ranginui Governance Entity will be indemnified by the Crown against any income tax and GST arising from the transfer of Cultural, Financial and Commercial Redress by the Crown to the Ngāti Ranginui Governance Entity. The Crown will explore with Treasury the application of the indemnity to the transfer of that Cultural, Financial and Commercial Redress to each of the 8 hapū groups that constitute Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui; and
 - b neither the Ngāti Ranginui Governance Entity nor any other person shall claim a GST input credit or tax deduction in respect of any Cultural, Financial and Commercial Redress provided by the Crown to the Ngāti Ranginui Governance Entity.

Definitions

126. Key terms used in this Statement of Position are defined as follows:

Crown means:

- a the Sovereign in right of New Zealand; and
- b includes all Ministers of the Crown and all Departments; but
- c does not include:
 - i an Office of Parliament;
 - ii a Crown Entity; or
 - iii a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

Cultural Redress means the redress offered for the settlement of the Historical Claims as set out in paragraphs 25 to 80.

Cultural Redress Properties means those properties referred to in Tables 1 and 2.

Deed of Settlement means the deed of settlement to be entered into between the Crown and Ngāti Ranginui.

Ngāti Ranginui Governance Entity means an entity established in accordance with paragraph 119.

Historical Claims has the meaning set out in paragraphs 106, 107 and 108.

Ngā hapū o Ngāti Ranginui and Ngāti Ranginui means the collective group, and groups and individuals, to be defined in the Deed of Settlement in accordance with paragraph 102.

Settlement Date means the date that is 20 business days after the date the Settlement Legislation comes into force, being the date on which the settlement redress is to be transferred to the Ngāti Ranginui Governance Entity.

Settlement Legislation means the Bill or Act, if the Bill is passed, to give effect to the Deed of Settlement.

Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui means the 8 hapū groups of Ngāti Ranginui who collectively achieved mandate and Terms of Negotiation to settle the outstanding historical claims of ngā hapū o Ngāti Ranginui.

SECTION J: Next Steps

Continue Negotiations

127. Negotiations will continue with a view to the Crown and Ngāti Ranginui reaching agreement of outstanding issues and concluding a Deed of Settlement. This will include the Crown exploring with Ngāti Ranginui and/or the Tauranga Moana Iwi Collective TMIC the repeal of the Tauranga Moana Maori Trust Board Act 1981 through settlement legislation.

Overlapping Claims

128. Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui Deed of Settlement will be subject to the Crown confirming that overlapping interests from other tribal groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress.
129. The proposed strategy is based on a commitment from Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui entering into ongoing dialogue with overlapping iwi groups and the Crown's fiduciary duty to ensure it retains the ability to achieve a fair settlement with other groups in varying stages of the Treaty settlement process.
130. The proposed strategy is based on, but not limited to, the following general process:
- a. Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui Statement of Position being made publically available;
 - b. Crown advising all iwi who have overlapping interests with Ngāti Ranginui to confirm their interests directly with Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui;
 - c. Overlapping iwi entering into hui to discuss redress with Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui;
 - d. The Crown seeking comments from overlapping iwi to identify level of agreement;

- e. The Crown identifying unresolved overlapping claims and proposing an approach to ensuring issues are addressed appropriately among iwi (which may include facilitation and mediation); and
- f. Minister for Treaty of Waitangi Negotiations being updated on unresolved issues and his decision sought on final redress allocation.

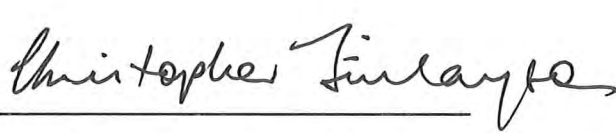
Consultation and Ratification

- 131. Before the Deed of Settlement is finalised, the Crown intends to consult (as appropriate) with agencies, public interest groups, and other third parties with a direct involvement in the territorial customary rights areas.
- 132. Once concluded, the Deed of Settlement will be the subject of an agreed ratification process.

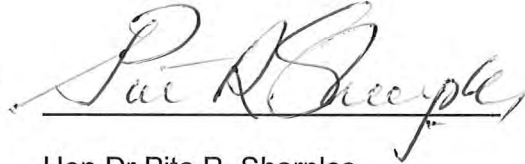
SIGNED THIS 21st

DAY OF December 2011

For and on behalf of the Crown:



Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations




Hon Dr Pita R. Sharples
Minister of Māori Affairs



For and on behalf of the hapū of Ngāti Ranginui by Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui.

Ngā Kaumatua o ngā hapū o Ngāti Ranginui: 



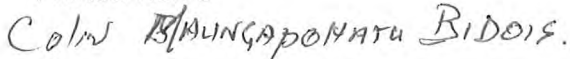
Chairman, Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui

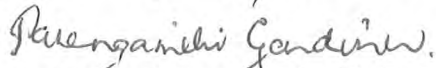
Printed Name

Antoine Cottin

Authorised Signatory for Pirirakau:

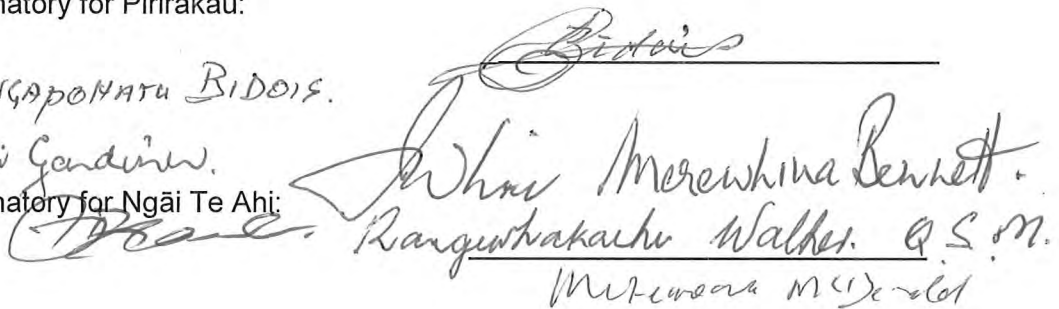
Printed Name


Colm Bhuṅgaponaru BIDOIS.


Pūrangahiri Gendreau.

Authorised Signatory for Ngāi Te Ahi:

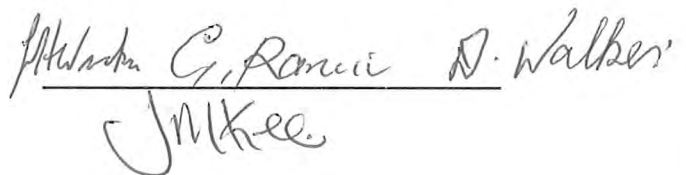
Printed Name



Whiri Merewhina Bennett.
Rangitohakahu Walker. Q.S.M.
Mirewa M'Donald

Authorised Signatory for Ngāti Ruahine:

Printed Name



M. G. Romani D. Walker
JMKee

Rawiri Evans

On. Fata

ms. n. Joe

WITHOUT PREJUDICE
NGĀTI-RANGINUI STATEMENT OF POSITION

[Signature]

Authorised Signatory for Ngāi Tamarāwaho:
Printed Name

Taihihi Kohu
Peri totu

Authorised Signatory for Ngāti Hangarau:
Printed Name

Bella Arapera Nuku

Karek Te Mōte

Mantha Mana

Ho. Moana

Rawiri Evans

Authorised Signatory for Wairoa Hapū:
Printed Name

Ruimaru Tekeoti

Mokini Brown

Ngaronoa Reweti - Ngata Cuairine Hirimoa Reweti

Authorised Signatory for Ngāti Taka:
Printed Name

Vireef

R. P. N. HIRAMA Tairape

Authorised Signatory for Ngāti Te Wai:
Printed Name

[Signature]
Dan Wilson

[Signature]
Andrew Evans