

NGĀ MANA WHENUA O TĀMAKI MAKAURAU

and

THE CROWN

**RECORD OF AGREEMENT IN RELATION TO
TĀMAKI MAKAURAU COLLECTIVE DEED**



5 November 2011

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RECORD OF AGREEMENT

1: BACKGROUND

1 BACKGROUND

- 1.1 Since July 2009 there have been negotiations towards a collective deed that will:
- 1.1.1 provide Treaty redress for historical claims to the collective governance entities to be established by Ngā Mana Whenua o Tāmaki Makaurau, and
 - 1.1.2 be conditional on legislation coming into force.
- 1.2 On 12 February 2010 the Crown and Ngā Mana Whenua o Tāmaki Makaurau signed a Framework Agreement that included:
- 1.2.1 redress with respect to –
 - (a) vesting of maunga and co-governance; and
 - (b) a right of first refusal for 170 years over land held by the Crown in Tāmaki Makaurau; and
 - 1.2.2 a process for resolving Treaty claims relating to motu and harbours.
- 1.3 This record of agreement records agreements reached on Treaty redress in negotiations that is to be provided for in a collective deed. The record of agreement is not legally binding on either Ngā Mana Whenua o Tāmaki Makaurau or the Crown. Rather the record of agreement describes the redress that the Crown intends to provide through a collective deed to Ngā Mana Whenua o Tāmaki Makaurau. Negotiation discussions will continue between the Crown and Ngā Mana Whenua o Tāmaki Makaurau to agree the specific detail of the Treaty redress to be recorded in the collective deed.
- 1.4 The iwi/hapū leaders of Tāmaki Makaurau look forward to concluding the collective Treaty settlement along with the specific iwi/hapū settlements, and hope these will create a platform for the enduring relationships envisaged by Te Tiriti o Waitangi.

RECORD OF AGREEMENT

2: NEGOTIATIONS

2 NEGOTIATIONS

- 2.1 Following the signing of this record of agreement, the Crown and Ngā Mana Whenua o Tāmaki Makaurau will continue to negotiate in good faith towards entering into a collective deed providing agreed Treaty redress.
- 2.2 The parties agree that:
- 2.2.1 the Treaty redress will be on the basis set out in this record of agreement; and
 - 2.2.2 the collective deed will be entered into by:
 - (a) Ngā Mana Whenua o Tāmaki Makaurau; and
 - (b) the Crown; and
 - (c) the collective governance entities to receive the redress; and
 - 2.2.3 the Crown must approve the collective governance entities as being suitable to receive the redress;
 - 2.2.4 the content of legislation required to give effect to the collective deed will be agreed and attached to the collective deed; and
 - 2.2.5 the collective deed will be conditional on the legislation coming into force.

RECORD OF AGREEMENT

3: MAUNGA

3 MAUNGA

TŪPUNA MAUNGA O TĀMAKI MAKAURAU AUTHORITY

- 3.1 The collective deed will provide that the Tāmaki Makaurau collective legislation will on the effective date –
- 3.1.1 provide that the Tūpuna Maunga o Tāmaki Makaurau Authority is established;
 - 3.1.2 provide that the Authority comprises 13 members:
 - (a) 6 of whom are appointed by the specified collective governance entity;
 - (b) 6 by the Auckland Council; and
 - (c) 1 non-voting member by the Minister for Arts, Culture and Heritage for a three year term which can be extended by agreement by the specified collective governance entity, Auckland Council and the Crown;
 - 3.1.3 provide for the appointment of the chair of the Authority and for the development of standing orders;
 - 3.1.4 appoint the Authority as the administering body of the maunga;
 - 3.1.5 provide that the Authority will:
 - (a) have all the powers of an administering body under the Reserves Act 1977 (subject to any necessary and appropriate modification through the settlement legislation); and
 - (b) receive and be empowered to exercise the delegations of all ministerial powers to local authorities under section 10 of the Reserves Act 1977 (subject to any necessary and appropriate modification through the settlement legislation); and
 - 3.1.6 provide that Auckland Council will provide administrative support to the Authority.
- 3.2 Before the collective deed is initialled, the delegations under section 10 of the Reserves Act 1977 will be reviewed to establish that they are appropriate and, accordingly, the provision contemplated by clause 3.1.5(b) may be refined in the initialled version of the collective deed.

MAUNGA

- 3.3 The collective deed will provide that the Tāmaki Makaurau collective legislation will vest in the specified collective governance entity on the effective date the fee simple estate

RECORD OF AGREEMENT

3: MAUNGA

in each of the following maunga as a reserve under the Reserves Act 1977 with the classification appearing next to the name of the maunga and with the Tūpuna Maunga o Tāmaki Makaurau Authority as the administering body as at that date:

	Maunga	Reserve Classification
3.3.1	Maungawhau / Mount Eden	Historic, Recreation
3.3.2	Maungakiekie / One Tree Hill	Recreation
3.3.3	Maungarei / Mount Wellington	Recreation
3.3.4	Mount Albert	Recreation
3.3.5	Mount Roskill	Recreation
3.3.6	Mount St John	Recreation
3.3.7	Ōhinerau / Mount Hobson	Recreation
3.3.8	Ōhūiarangi / Pigeon Mountain	Recreation, Historic
3.3.9	Ōtāhuhu / Mount Richmond	Recreation
3.3.10	Rarotonga / Mount Smart	Recreation
3.3.11	Takarunga / Mount Victoria	Recreation, Local purpose (community buildings)
3.3.12	Te Tātua-a-Riukiuta (Big King Recreation Reserve)	Recreation

3.4 The identification of boundaries in attachment 1 is preliminary and will be confirmed before the collective deed is entered into.

3.5 It is the intention of the Crown and Ngā Mana Whenua o Tāmaki Makaurau that Maungauika (North Head Historic Reserve), subject to a right for the Department of Conservation Auckland Area Office to occupy Crown owned improvements at nil cost, and Matukutūruru (Wiri Historic Reserve) will be vested in the specified collective governance entity. The Crown's agreement is subject to Auckland Council agreeing to the inclusion of Maungauika and Matukutūruru in the maunga co-governance arrangement of the Authority. This will be confirmed before the collective deed is initialled.

3.6 The Crown also offers to transfer Mount Māngere subject to the agreement of the entity that has the statutory right of first refusal over that land under the Waikato Raupatu Claims Settlement Act 1995. If agreement from the entity cannot be obtained for transfer to the specified collective governance entity then options for including Mount Māngere in the maunga co-governance arrangement will be explored.

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3: MAUNGA

- 3.7 The collective deed will provide that the Tāmaki Makaurau collective legislation will provide –
- 3.7.1 that the maunga are held in trust and managed for the common benefit of Tāmaki Makaurau iwi/hapū and the people of Auckland; and
 - 3.7.2 for notations to be recorded on computer registers for maunga recording the names of iwi/hapū who wish for their association with that maunga to be recorded in this way; and
 - 3.7.3 the Auckland Council will, unless it agrees other arrangements provided for under local government legislation –
 - (a) undertake the day to day management of the maunga; and
 - (b) exercise authority over all expenditure which will be provided from existing dedicated maunga funding, long term plan/annual plan processes and other sources; and
 - (c) subject to clause 3.8, receive all current and future income from third parties.
- 3.8 It is the expectation of Ngā Mana Whenua o Tāmaki Makaurau and the Crown that the income generated from the maunga will be spent on the maunga and its governance. This will be discussed further between the parties and the Auckland Council and resolved by the initialling of the deed of settlement.
- 3.9 Ngā Mana Whenua o Tāmaki Makaurau consider that a review of the reserve classification of each maunga is necessary. The parties, for the avoidance of doubt, record that the reserves classification of each maunga can be changed under the Reserves Act 1977.
- 3.10 Each maunga will be –
- 3.10.1 described in a schedule to the Tāmaki Makaurau collective legislation; and
 - 3.10.2 vested on terms to be agreed and set out in the Tāmaki Makaurau collective legislation including that:
 - (a) the title to the maunga will be inalienable except as part of a land swap under section 15 of the Reserves Act 1977; and
 - (b) improvements are vested except to the extent detailed in attachment 2 to this record of agreement; and
 - (c) the status of the maunga as reserves is irrevocable.

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3: MAUNGA

- 3.11 Ngā Mana Whenua o Tāmaki Makaurau record that they do not consider any landswap should occur other than with unanimous agreement of all the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau.
- 3.12 Subject to part 5, the maunga are described in attachments 1 and 2 to this record of agreement and will be subject to all encumbrances described in attachment 2.
- 3.13 Without limiting part 5, the parties record the importance of reaching agreement on, and addressing in the collective deed, provisions addressing existing rights and interests in respect of –
- 3.13.1 Mount Smart stadium:
 - 3.13.2 obelisk and grave site on summit of Maungakiekie / One Tree Hill:
 - 3.13.3 planetarium and observatory at base of Maungakiekie / One Tree Hill: water reservoirs and other Watercare Services Limited infrastructure located on the maunga:
 - 3.13.4 property and infrastructure owned by the Auckland Council.
- 3.14 If the Crown agrees with the relevant iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau to the vesting of the following properties in governance entities of those iwi/hapū through their individual comprehensive Treaty settlements, it will do so on the understanding that vesting would be conditional on them being subject to co-governance of the Authority:
- 3.14.1 Mutukaroa / Hamlin Hill:
 - 3.14.2 Matukutūreia / McLaughlins Mountain:
 - 3.14.3 Wiri Lava Cave Scientific Reserve.
- 3.15 For the avoidance of doubt, rating and taxation laws, including exceptions and exemptions, apply to maunga and activities carried out on them.

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4: MOTU

4 MOTU

BACKGROUND

- 4.1 The motu of the Hauraki Gulf / Tikapa Moana are of extremely high cultural, spiritual and historical significance to the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau. They are also of high importance to the people of New Zealand generally because of their biodiversity, landscape, heritage, cultural and recreational values. Through extensive negotiations between Ngā Mana Whenua o Tāmaki Makaurau in which several redress options were considered, the parties have agreed in respect of Rangitoto, Motutapu, Motuihe and Tiritiri Matangi Islands that they will be vested in Ngā Mana Whenua o Tāmaki Makaurau, and that Ngā Mana Whenua o Tāmaki Makaurau will then vest them in the Crown on behalf of Ngā Mana Whenua o Tāmaki Makaurau and the rest of the people of New Zealand.
- 4.2 The Crown acknowledges and is sincerely grateful for the mana and rangatiratanga of Ngā Mana Whenua o Tāmaki Makaurau in agreeing to vest these motu back in the Crown. The Crown collective deed will therefore provide that the deed and the Tāmaki Makaurau legislation will ensure there is a permanent record of the vestings.
- 4.3 In addition, the Crown proposes to vest three properties on Rangitoto Island permanently in Ngā Mana Whenua o Tāmaki Makaurau.

PERMANENTLY VESTED PROPERTIES

- 4.4 The collective deed will provide that the Tāmaki Makaurau collective legislation will permanently vest in the specified collective governance entity on the effective date –

As a scenic reserve with the Minister of Conservation administering

- 4.4.1 the fee simple estate in Rangitoto tihi / summit site as a scenic reserve, with the Minister of Conservation continuing to administer the property under the Reserves Act 1977; and

As scenic reserves with the specified collective governance entity as administering body

- 4.4.2 the fee simple estate in the following permanently vested properties as scenic reserves, with the specified collective governance entity as the administering body:
- (a) the Historic Community Hall and Tennis Court Area excluding those improvements; and
 - (b) Rangitoto Bach 80 property.
- 4.5 The permanently vested properties will be –

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4: MOTU

- 4.5.1 described in a schedule to the Tāmaki Makaurau collective legislation; and
- 4.5.2 vested on terms to be agreed and set out in the collective deed and the Tāmaki Makaurau collective legislation as required including that:
- (a) the titles to the properties will be inalienable; and
 - (b) in relation to the property vested under clause 4.4.2(a) (“Community Hall and Tennis Court”), -
 - (i) the existing improvements remain owned and managed by the Crown and may remain in place at nil cost to the Crown and without the need for a lease, licence or any other right to occupy the property; and
 - (ii) the specified collective governance entity to have a right to use the improvements free of charge on the same basis as members of the bach community would be permitted to use it; and
 - (iii) prior approval under the Reserves Act 1977 is provided so that the specified collective governance entity may place temporary and movable structures on the historic tennis court area during spiritual or cultural events, and permanent symbolic structures around the court area; and
 - (c) in relation to the property vested under clause 4.4.2(b) (“Bach 80”), -
 - (i) prior approval under the Reserves Act 1977 is provided so that the specified collective governance entity may erect any code compliant ancillary building or structure solely required to make Bach 80 code compliant for use as a spiritual or cultural wānanga centre; and
 - (ii) prior approval under the Reserves Act 1977 so that a 200m² “footprint” will be set aside in existing open space for the purpose of a new single storey building(s) for use as part of the spiritual or cultural wānanga facilities, with the Department of Conservation to be consulted on the building design; and
 - (iii) the specified collective governance entity will have exclusive use of Bach 80 and all buildings and structures on the property for spiritual or cultural purposes, whether or not those purposes are consistent with public enjoyment of the reserve.
- 4.6 The identification of boundaries in attachment 3 is preliminary and will be confirmed before the collective deed is entered into.

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4: MOTU

- 4.7 Subject to part 5, the permanently vested properties are described in attachments 3 and 4 to this record of agreement and will be subject to any encumbrances described in attachment 4.
- 4.8 The Tāmaki Makaurau collective legislation and the collective deed will include the detail on the terms of vesting the tihi of Rangitoto, and on management and use of improvements on the community hall and tennis court area.

VESTING AND VEST BACK

- 4.9 The collective deed will provide that the Tāmaki Makaurau collective legislation will –
- 4.9.1 vest in the specified collective governance entity, on a date to be determined by the specified collective governance entity as notified to the Minister of Conservation after an agreed minimum period prior to the vesting date, but within 12 months of the effective date, the fee simple estate in each of the following motu:
- (a) Motutapu Island Recreation Reserve:
 - (b) Rangitoto Island Scenic Reserve less the permanently vested properties:
 - (c) Motuihe Island Recreation Reserve: and
 - (d) Tiritiri Matangi Island Scientific Reserve; and
- 4.9.2 on the day that is one month after the date of vesting under clause 4.9.1, the fee simple estate in each motu vests in the Crown; and
- 4.9.3 provide that the Minister of Conservation must publish a notice in the Gazette specifying the vesting date and that the motu vest in the specified collective governance entity on that date; and
- 4.9.4 provide for a permanent public record of the cultural and historical association of specified iwi/hapū with each of the motu; and
- 4.9.5 provide that notwithstanding the vestings in clauses 4.9.1 and 4.9.2, at all times -
- (a) each motu remains a reserve with its existing classification and subject to, as the case may be, sections 17, 19 or 21 of the Reserves Act 1977, and that Act continues to apply to it; and
 - (b) any other enactment or any instrument that applied to the motu immediately before the effective date continues to apply to it; and

RECORD OF AGREEMENT

4: MOTU

(c) any encumbrance that affected the motu immediately before the effective date continues to affect it; and

(d) the Crown retains all liability for the motu; and

4.9.6 provide that the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment.

4.10 Each motu will be –

4.10.1 as described in a schedule to the Tāmaki Makaurau collective legislation;

4.10.2 vested and re-vested on terms that will be set out in the Tāmaki Makaurau collective legislation.

4.11 The motu are described in attachment 5 to this record of agreement.

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5: THIRD PARTY RIGHTS AND IMPROVEMENTS

5 THIRD PARTY RIGHTS AND IMPROVEMENTS

- 5.1 The collective deed and the Tāmaki Makaurau collective legislation will, in respect of each maunga and permanently vested property and through new legal instruments if necessary, ensure protection of –
- 5.1.1 all agreed existing third party rights and interests, including in privately owned improvements;
 - 5.1.2 interests in specified Crown improvements, including the Department of Conservation Auckland Area Office on North Head and the community hall and tennis court area on Rangitoto Island.
- 5.2 Attachments 2 and 4 contain preliminary lists prepared by the Crown of existing third party rights and interests on the maunga and permanently vested properties, and improvements not to vest with the land. The Crown will continue to work with Ngā Mana Whenua o Tāmaki Makaurau and, where relevant the Auckland Council and the Department of Conservation, to complete the identification process, agree arrangements for protecting all agreed existing third party rights on the maunga and permanently vested properties and improvements not to vest with the land before the deed is entered into.
- 5.3 The Crown will explore the request of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau that the Tāmaki Makaurau legislation will exempt the specified collective governance entity from liability as owner for:
- 5.3.1 any actions or omissions before vesting relating to the maunga and permanently vested properties; and
 - 5.3.2 after vesting, actions or omissions of persons other than the specified collective governance entity.

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6: CO-GOVERNANCE ARRANGEMENTS FOR PUBLIC CONSERVATION LAND

6 CO-GOVERNANCE ARRANGEMENTS FOR PUBLIC CONSERVATION LAND

RELATIONSHIP DOCUMENT WITH THE MINISTER OF CONSERVATION

- 6.1 The Crown and Ngā Mana Whenua o Tāmaki Makaurau will continue to discuss the form and content of a relationship document between the Minister of Conservation and Ngā Mana Whenua o Tāmaki Makaurau. The agreed relationship document will be attached to the final collective deed.

CONSERVATION MANAGEMENT PLAN

- 6.2 The collective deed will provide that the Tāmaki Makaurau collective legislation will provide for a new Conservation Management Plan to cover Rangitoto (including the scenic reserve sites vested under clauses 4.4.1 and 4.4.2), Motutapu, Motukorea and Motuihe Islands, with the specified collective governance entity having the statutory role of, jointly with the relevant Conservation Board, reviewing drafts, hearing submissions and finally approving the plan, generally in accordance with processes set out in the Conservation Act 1987.

AUCKLAND CONSERVATION BOARD

- 6.3 The collective deed will provide that the Tāmaki Makaurau collective legislation will provide for a statutory right for the specified collective governance entity and other iwi/hapū within the Auckland Conservancy to recommend to the Minister of Conservation three nominees, to the Auckland Conservation Board each term.

ANNUAL MEETINGS

- 6.4 The collective deed will include provisions requiring the Department of Conservation to meet annually with the Tūpuna Maunga o Tāmaki Makaurau Authority to discuss strategic governance issues relating to Crown conservation lands within the Auckland Volcanic Field.

HAURAKI GULF FORUM

- 6.5 The collective deed will not address the representation of the iwi/hapū of the Tāmaki collective on the Hauraki Gulf Forum which will continue to be negotiated between the Crown and the relevant iwi and hapū.

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7: GEOGRAPHIC NAMES

7 GEOGRAPHIC NAMES

Assigned geographic names

- 7.1 The collective deed will provide that the Tāmaki Makaurau collective legislation will, from the effective date, assign the following geographic names to the location set opposite it:-

Assigned official name	Location (NZTopo50 map and grid references)	Feature type
Maungataketake	BB31 555043	Hill
Puke o Tara	BB32 689089	Hill
Maungauika	BA32 616227	Hill

Altered geographic names

- 7.2 The collective deed will provide that the Tāmaki Makaurau collective legislation will, from the effective date, alter each of the following existing geographic names to the altered geographic name set opposite it:

Existing recorded or official name	Altered geographic name	Location (NZTopo50 map, unless otherwise specified, and grid references)	Geographic feature type
Big King	Te Tātua-a-Riukiuta	BA32 563145	Hill
Hamlin Hill	Mutukaroa / Hamlin Hill	BA32 633121	Hill
Hauraki Gulf	Hauraki Gulf / Tikapa Moana	NZTopo 250-3 788 975; 250-5	Gulf
McLaughlins Mountain	Matukutūreia / McLaughlins Mountain	BB32 642021	Hill
Motuihe Island	Motuihe Island / Te Motu-a-Ihenga	BA32 737243	Island
Mount Eden	Maungawhau /	BA32 572172	Hill

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7: GEOGRAPHIC NAMES

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

7.3 Subject to Ngā Mana Whenua o Tāmaki Makaurau nominating one original Māori name to receive official recognition before the collective deed is initialled, the collective deed will provide that -

7.3.1 the Tāmaki Makaurau collective legislation will, from the effective date, alter the following geographic names to the location set opposite it; and

7.3.2 whichever of these two does not become the official assigned name, will be included in the letter to be given under clause 7.5:

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7: GEOGRAPHIC NAMES

Existing geographic name (gazetted, recorded or local)	Choice of one altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Motutapu Island	Te Motu-tapu-o-Tinirau Island OR Te Motu-tapu-a-Taikehu Island	BA32 710295	Island
Mount Albert	Ōwairaka / Mount Albert OR Te Ahi-kā-a-Rakataura / Mount Albert	BA31 533158	Hill
Mount Mangere	Te Pane-o-Mataoho / Mount Mangere OR Te Ara Pueru / Mount Mangere	BB32 587093	Hill
Mount Roskill	Pukewīwī / Mount Roskill OR Puketāpapa / Mount Roskill	BA31 547134	Hill
Mount St John	Te Kōpuke / Mount St John OR Tītīkōpuke / Mount St John	BA32 586165	Hill

Collective legislation

- 7.4 The collective deed will provide that the Tāmaki Makaurau collective legislation will assign the geographic names, and alter the existing geographic names, on terms to be agreed and set out in the Tāmaki Makaurau collective legislation.

Requested original Māori names

- 7.5 The collective deed will provide that, by or on the effective date, the Minister for Treaty of Waitangi Negotiations must write a letter to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa requesting the Board to record in the Gazetteer whichever of

RECORD OF AGREEMENT

7: GEOGRAPHIC NAMES

the following alternative names is selected by Ngā Mana Whenua o Tāmaki Makaurau as the original Māori name for the existing name:

Existing name	Requested original Māori name	Location (NZTopo50 map and grid references)	Geographic feature type
Mount Roskill	Pukewīwī OR Puketāpapa	BA31 547134	Hill
Mount St John	Te Kōpuke OR Tītīkōpuke	BA32 586165	Hill
Mount Mangere	Te Pane-o-Mataoho OR Te Ara Pueru	BB32 587093	Hill
Mount Albert	Ōwairaka OR Te Ahi-kā-a-Rakataura	BA31 533158	Hill
unnamed summit on North Head	Takapuna	BA32 616227	Hill
Rangitoto Island	Te Rangi-i-Totongia-a-Tamatekapua and Ngā Tuaitara-a-Taikehu	BA32 663273	Island
Motutapu Island	Te Motu-tapu-o-Tinirau OR Te Motu-tapu-a-Taikehu	BA32 710295	Island

7.6 It is the expectation of Ngā Mana Whenua o Tāmaki Makaurau that the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa will meet the Minister's request.

RECORD OF AGREEMENT
8: RIGHT OF FIRST REFUSAL

8 RIGHT OF FIRST REFUSAL

CROWN LAND

- 8.1 The collective deed will provide that the specified collective governance entity is to have a right of first refusal in relation to a disposal by the Crown or a Crown body of RFR land, being all the land owned by, or vested in, the Crown on the effective date in the area shown in attachment 6. The definition of RFR land may be amended to exclude certain Crown land, and include certain land owned by other entities, depending on the outcome of discussions with the entities referred to in clause 8.6.
- 8.2 The right of first refusal is to be on terms to be agreed and set out in the Tāmaki Makaurau collective legislation and, in particular, will apply –
- 8.2.1 for a term of 170 years from the effective date; and
- 8.2.2 only if the RFR land –
- (a) is vested in, or the fee simple estate in it is held by, the Crown on the effective date; and
- (b) is not being disposed of in the circumstances to be agreed and set out in the Tāmaki Makaurau collective legislation.
- 8.3 The process of the right of first refusal will be conducted on the same basis in general terms as in other rights of first refusals offered by the Crown in recent Treaty settlements.
- 8.4 Some of the other features of the right of first refusal are:
- 8.4.1 the offer to sell must be:
- (a) made to the specified collective governance entity which may nominate itself or a rūpu entity as purchaser:
- (b) capable of acceptance for 40 business days, or 20 business days if there has been a previous offer:
- 8.4.2 if an offer is not accepted, the owner may, for a specified period, sell the property to any other person but not on more favourable terms than those offered to the specified governance entity:
- 8.4.3 the right of first refusal will not apply to a disposal to the Crown or Crown bodies but, in those circumstances, the right of first refusal continues to apply to the RFR land in question:

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8: RIGHT OF FIRST REFUSAL

- 8.4.4 one of the circumstances referred to in clause 8.2.2(b) is a disposal under section 40 of the Public Works Act 1981, or equivalent legislation:
 - 8.4.5 another of the circumstances referred to in clause 8.2.2(b) is a disposal for state housing purposes or for social housing:
 - 8.4.6 RFR land that is to be included in an individual comprehensive settlement of an iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau must be removed from the statutory right of first refusal:
 - 8.4.7 the fact that RFR land is subject to the right of first refusal will be noted on any title to RFR land.
- 8.5 The Crown and the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau will explore:
- 8.5.1 what opportunities may exist for the specified collective governance entity to receive preferential rights ahead of any tender process to develop, in accordance with the conditions of the tender, land held for state housing purposes and/or social housing which is exempted under clause 8.4.5; and
 - 8.5.2 whether there are circumstances in which land held for state housing purposes and/or social housing may be subject to the right of first refusal (either with conditions that it be developed for state housing purposes and/or social housing, or for disposal free from any reservation).

OTHER LAND

- 8.6 The Crown continues to explore with the following entities the possibility of land held or administered by them being subject to the right of first refusal:
- 8.6.1 Auckland, Waitematā and Counties Manukau District Health Boards:
 - 8.6.2 Auckland University, Auckland University of Technology, Unitec Institute of Technology and the Manukau Institute of Technology.
- 8.7 The terms of any right of first refusal will be independently agreed with each Crown entity.

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9: SECOND PURCHASE OPTION

9 SECOND PURCHASE OPTION

- 9.1 The collective deed and the Tāmaki Makaurau legislation will provide for an option in favour of the specified collective governance entity to –
- 9.1.1 acquire properties (whether or not subject to a leaseback to the Crown) included in deferred selection processes in the comprehensive settlement of each iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau not ultimately selected or acquired by the iwi/hapū; and
 - 9.1.2 acquire landbank properties that are not included as settlement properties in the comprehensive settlement of each iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau after all such settlements have been entered into.
- 9.2 One of the terms of the option will be that where terms and conditions have been agreed under a deferred selection process in a comprehensive settlement (such as the terms of a leaseback and the valuation of the land or rental) those terms and conditions apply to the option under the collective deed.

RECORD OF AGREEMENT

10: TĀMAKI MAKAURAU COLLECTIVE LEGISLATION, CONDITIONS, AND TERMINATION

10 TĀMAKI MAKAURAU COLLECTIVE LEGISLATION, CONDITIONS, AND TERMINATION

TĀMAKI MAKAURAU COLLECTIVE LEGISLATION

- 10.1 The collective deed will provide that the Crown must propose a bill for introduction to the House of Representatives before the later of:
- 10.1.1 the date which is 12 months after the date of the collective deed; and
 - 10.1.2 the date which is 2 months after the date the condition in clause 10.2 is satisfied.
- 10.2 The condition in clause 10.1.2 is that three rōpu entities have been established on terms to be agreed and set out in the collective deed.
- 10.3 The bill proposed for introduction will be agreed and attached to the collective deed but may include changes:
- 10.3.1 of a minor or technical nature; or
 - 10.3.2 where clause 10.3.1 does not apply, those changes that have been agreed in writing by the specified collective governance entity and the Crown.
- 10.4 The Crown has provided draft legislation to Ngā Mana Whenua o Tāmaki Makaurau before the date of this record of agreement and this is still the subject of negotiation to be completed along with the deed of settlement.
- 10.5 The collective deed will provide that Ngā Mana Whenua o Tāmaki Makaurau and the specified governance entities must support the passage through parliament of the Tāmaki Makaurau collective legislation.

DEED CONDITIONAL

- 10.6 The collective deed will be conditional on the Tāmaki Makaurau collective legislation coming into force.

TERMINATION

- 10.7 The collective deed will provide that the Crown, or the governance entities, may terminate the deed, by notice to the other, if –
- 10.7.1 the Tāmaki Makaurau collective legislation has not come into force within 30 months after the date of the deed; and

RECORD OF AGREEMENT

10: TĀMAKI MAKAURAU COLLECTIVE LEGISLATION, CONDITIONS, AND TERMINATION

10.7.2 the terminating party has given the other party at least 20 business days notice of an intention to terminate.

RECORD OF AGREEMENT

11: EFFECT OF THE COLLECTIVE DEED

11 EFFECT OF THE COLLECTIVE DEED

- 11.1 The collective deed will state that it does not settle any of the historical Treaty claims of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau.
- 11.2 The collective deed will state that it provides collective Treaty redress for historical claims in respect of the shared interests of each participating iwi/hapū and the collective governance entities, on behalf of each participating iwi/hapū, will acknowledge that the redress under the deed will be part of each iwi/hapū settlement.

RECORD OF AGREEMENT

12: WAITEMATĀ AND MANUKAU HARBOURS

12 WAITEMATĀ AND MANUKAU HARBOURS

- 12.1 The collective deed will state that it does not implement redress in relation to the Waitematā Harbour and Manukau Harbour which continues to be negotiated between the Crown and Ngā Mana Whenua o Tāmaki Makaurau. For these purposes the Harbours do not extend beyond the area shown in attachment 7.

RECORD OF AGREEMENT

13: GENERAL, DEFINITIONS, AND INTERPRETATION

13 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

- 13.1 The collective deed will include a general matters schedule which will include provisions in relation to –
- 13.1.1 the effect of the collective deed; and
 - 13.1.2 the taxation of redress, including indemnities from the Crown in relation to taxation; and
 - 13.1.3 the giving of notice under the collective deed; and
 - 13.1.4 amending the collective deed.
- 13.2 The general matters schedule will also include definitions and rules of interpretation.

IMPLEMENTATION

- 13.3 The collective deed will provide that the Tāmaki Makaurau collective legislation will, on terms to be agreed and set out in the Tāmaki Makaurau collective legislation, –
- 13.3.1 provide that the rule against perpetuities and the Perpetuities Act 1964 does not prescribe or restrict the period during which –
 - (a) the trustees for the time being of any trust that is the governance entity, may hold or deal with property; and
 - (b) a trust that is a governance entity may exist; and
 - 13.3.2 require the Secretary for Justice to make copies of this deed publicly available.

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU

- 13.4 In this record of agreement, **Ngā Mana Whenua o Tāmaki Makaurau** means –
- 13.4.1 the collective group composed of individuals who are members of one or more of the following iwi/hapū:
 - (a) Ngāi Tai ki Tāmaki;
 - (b) Ngāti Maru;
 - (c) Ngāti Paoa;

RECORD OF AGREEMENT

13: GENERAL, DEFINITIONS, AND INTERPRETATION

- (d) Ngāti Tamaoho;
- (e) Ngāti Tamaterā;
- (f) Ngāti Te Ata;
- (g) Ngāti Whanaunga;
- (h) Ngāti Whātua o Kaipara;
- (i) Ngāti Whātua Ōrakei;
- (j) Te Ākitai Waiohūa;
- (k) Te Kawerau ā Maki;
- (l) Te Patukirikiri; and
- (m) Te Rūnanga o Ngāti Whātua representing all other hāpu of Ngāti Whātua;

13.4.2 every individual referred to in clause 13.4.1.

OTHER DEFINITIONS AND INTERPRETATION

13.5 In this record of agreement –

administering body has the meaning given to it by section 2(1) of the Reserves Act 1977; and

attachments means the attachments to this record of agreement; and

business day means a day that is not -

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

RECORD OF AGREEMENT

13: GENERAL, DEFINITIONS, AND INTERPRETATION

(ii) Auckland; and

collective deed means the deed to be entered into pursuant to this record of agreement; and

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

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

effective date means the date that is 20 business days after the date on which the Tāmaki Makaurau collective legislation comes into force; and

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

governance entity means the entity or entities established to receive the redress in this record of agreement; and

maunga means each property described in attachment 1; and

member of Ngā Mana Whenua o Tāmaki Makaurau means an individual referred to in clause 13.4.1; and

Minister means a Minister of the Crown; and

month means a calendar month; and

motu means each property described in attachment 5; and

Ngā Mana Whenua o Tāmaki Makaurau has the meaning given to it by clause 13.4.1; and

party means each of the following:

- (a) Ngā Mana Whenua o Tāmaki Makaurau;
- (b) the Crown; and

permanently vested property means each property described in attachment 3; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

representative entity means -

- (a) each collective governance entity; and

RECORD OF AGREEMENT

13: GENERAL, DEFINITIONS, AND INTERPRETATION

- (b) a person (including any trustee or trustees) acting for or on behalf of:
- (i) the collective group, referred to in clause 13.4.1; or
 - (ii) any one or more members of Ngā Mana Whenua o Tāmaki Makaurau; or
 - (iii) any one or more of the individuals referred to in clause 13.4.2; and

RFR area means the area described in attachment 6; and

RFR land means the land in the RFR area that is vested in or the fee simple estate in it is held by, the Crown under any Act; and

right of first refusal means the right referred to in part 8; and

Tāmaki Makaurau collective legislation means, the bill to be proposed for introduction to the House of Representatives under clause 10.1 and the resulting Act; and

Treaty of Waitangi / Te Tiriti o Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975, the copies of which were signed by various iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau are set out in attachment 8; and

Tūpuna Maunga o Tāmaki Makaurau Authority or **Authority** means the authority to be established under clause 3.1; and

Waitangi Tribunal has the meaning given to it by section 4 of the Treaty of Waitangi Act 1975; and

vesting, in relation to a cultural redress property, means its vesting under the Tāmaki Makaurau collective legislation.

- 13.6 Clause 4.4.1 applies as if the words “as if the land remained vested in the Crown” were added at the end.
- 13.7 Each of clauses 4.9.5(a), (b), (c) and (d) apply as if the words “as if the vestings had not occurred” were added at the end.

RECORD OF AGREEMENT

SIGNED on 5 November 2011

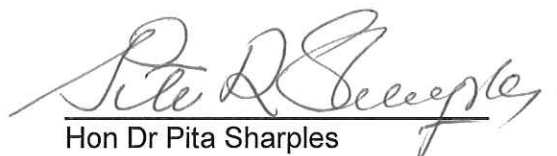
SIGNED for and on behalf of **THE CROWN** by

the Minister for Treaty of Waitangi
Negotiations



Hon Christopher Finlayson

the Minister of Māori Affairs



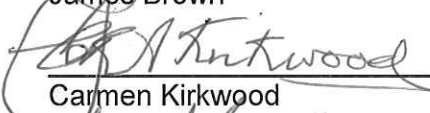
Hon Dr Pita Sharples

SIGNED for and on behalf
of **Ngā Mana Whenua o Tāmaki Makaurau** by:


SIGNED for and on behalf
of **Ngāi Tai Ki Tāmaki** by



James Brown



Carmen Kirkwood




Lucy Steel



Laurie Beamish

SIGNED for and on behalf
of **Ngāti Maru** by



Ngakoma Ngamane



Paul F Majurey

RECORD OF AGREEMENT

Other iwi/hapū representatives of Ngā Mana Whenua o Tāmaki Makaurau

RECORD OF AGREEMENT

RECORD OF AGREEMENT

ATTACHMENT 1 – MAUNGA –DEED PLANS (INCLUDING LEGAL DESCRIPTIONS)

Takarunga / Mount Victoria (OTS-115-01)

Ōhinerau / Mt Hobson (OTS-115-02)

Maungawhau / Mount Eden (OTS-115-03)

Maungakiekie / One Tree Hill (OTS-115-04)

Ōwairaka / Te Ahi-kā-a-Rakataura / Mount Albert (OTS-115-05)

Pukewīwī / Puketāpapa / Mount Roskill (OTS-115-06)

Te Kopūke / Titikopuke / Mount St John (OTS-115-07)

Ōhuiarangi / Pigeon Mountain (OTS-115-08)

Maungarei / Mount Wellington (OTS-115-09)

Ōtāhuhu / Mount Richmond (OTS-115-10)

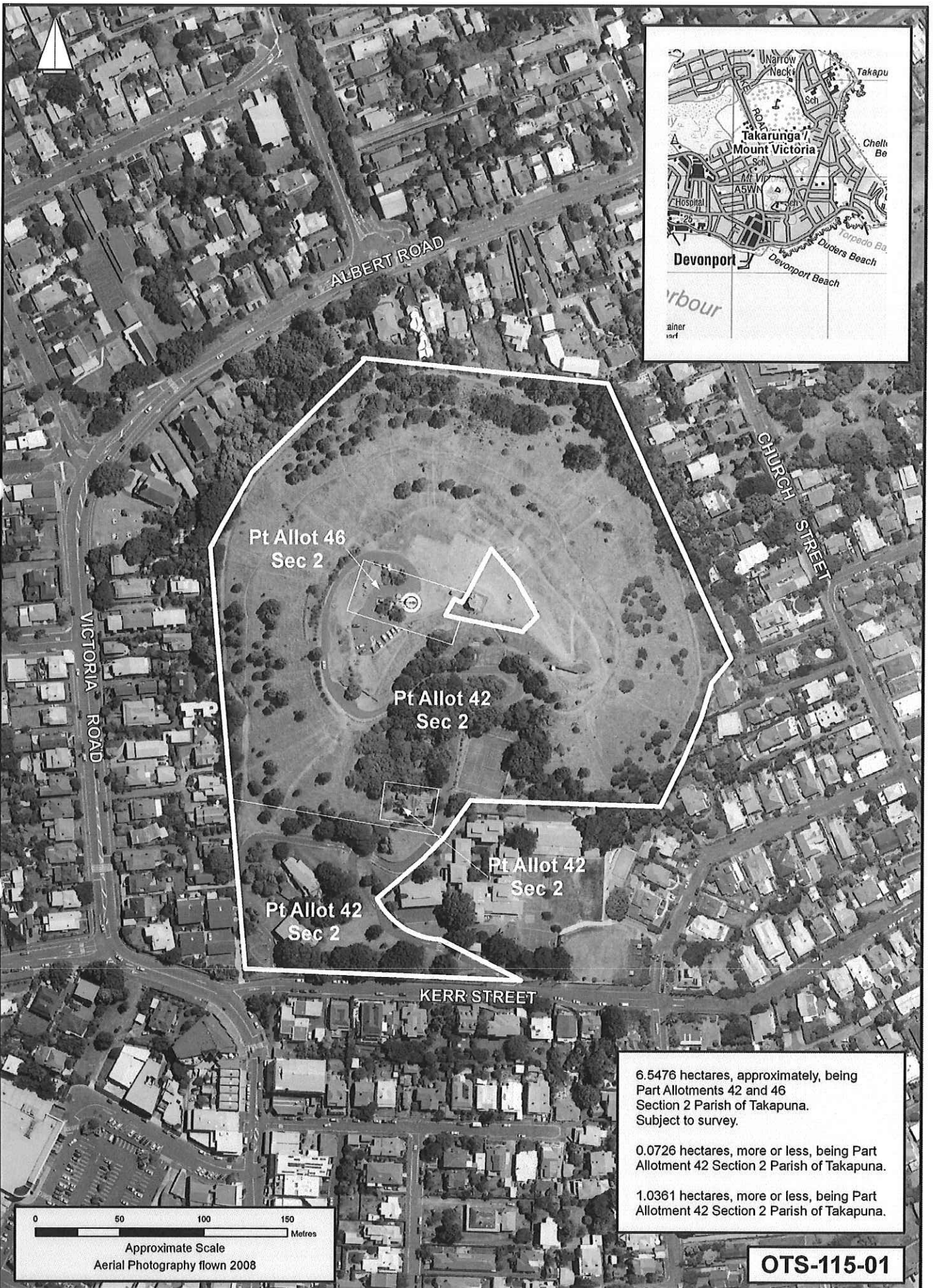
Rarotonga / Mount Smart (OTS-115-11)

Maungauika (OTS-115-12)

Matukutūruru (OTS-115-15)

Te Pane o Mataoho / Te Ara Pueru / Mount Mangere (OTS-115-16)

Te Tātua-a-Riukiuta (OTS-115-17)



Pt Allot 46
Sec 2

Pt Allot 42
Sec 2

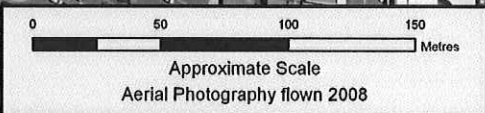
Pt Allot 42
Sec 2

Pt Allot 42
Sec 2


6.5476 hectares, approximately, being Part Allotments 42 and 46 Section 2 Parish of Takapuna. Subject to survey.

0.0726 hectares, more or less, being Part Allotment 42 Section 2 Parish of Takapuna.

1.0361 hectares, more or less, being Part Allotment 42 Section 2 Parish of Takapuna.



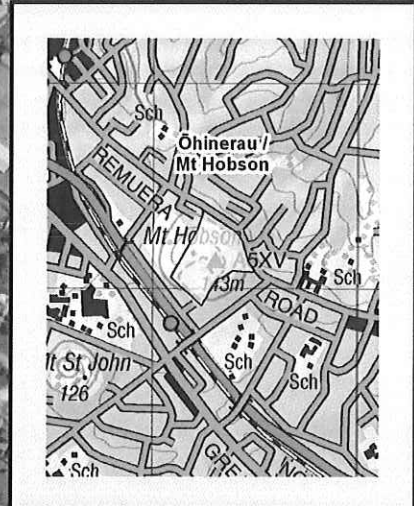
OTS-115-01


 North Auckland
Land District
Territorial Authority:
Auckland Council
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are indicative only

Takarunga / Mount Victoria

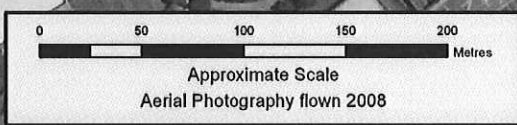
Areas referred to in the deed of settlement between
Ngā Mana Whenua o Tāmaki Makaurau and the Crown

Approved as to boundaries:
DRAFT - FOR DISCUSSION...
for Ngā Mana Whenua o
Tāmaki Makaurau
PURPOSES ONLY
for and on behalf of the Crown



Allot 2A Sec 11

9.4089 hectares, approximately, being Allotment 2A Section 11 Suburbs of Auckland. Subject to survey.



OTS-115-02

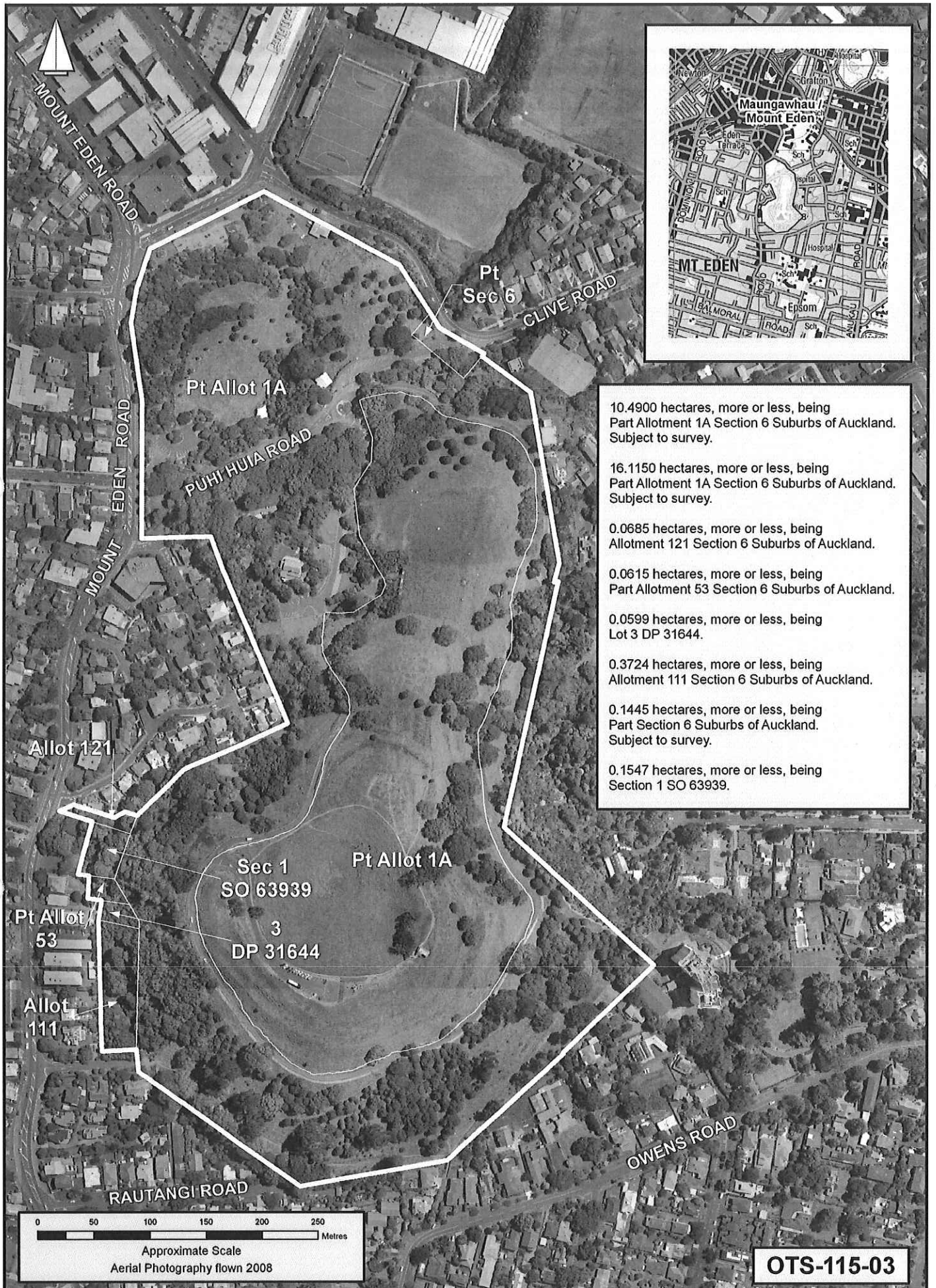


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Ohinerau / Mt Hobson

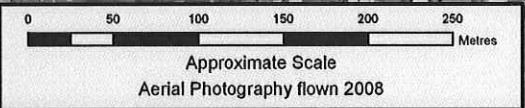
Areas referred to in the deed of settlement between Ngā Mana Whenua o Tāmaki Makaurau and the Crown


Approved as to boundaries:
DRAFT - FOR DISCUSSION
for Ngā Mana Whenua o Tāmaki Makaurau
PURPOSES ONLY
for and on behalf of the Crown



- 10.4900 hectares, more or less, being Part Allotment 1A Section 6 Suburbs of Auckland. Subject to survey.
- 16.1150 hectares, more or less, being Part Allotment 1A Section 6 Suburbs of Auckland. Subject to survey.
- 0.0685 hectares, more or less, being Allotment 121 Section 6 Suburbs of Auckland.
- 0.0615 hectares, more or less, being Part Allotment 53 Section 6 Suburbs of Auckland.
- 0.0599 hectares, more or less, being Lot 3 DP 31644.
- 0.3724 hectares, more or less, being Allotment 111 Section 6 Suburbs of Auckland.
- 0.1445 hectares, more or less, being Part Section 6 Suburbs of Auckland. Subject to survey.
- 0.1547 hectares, more or less, being Section 1 SO 63939.

OTS-115-03

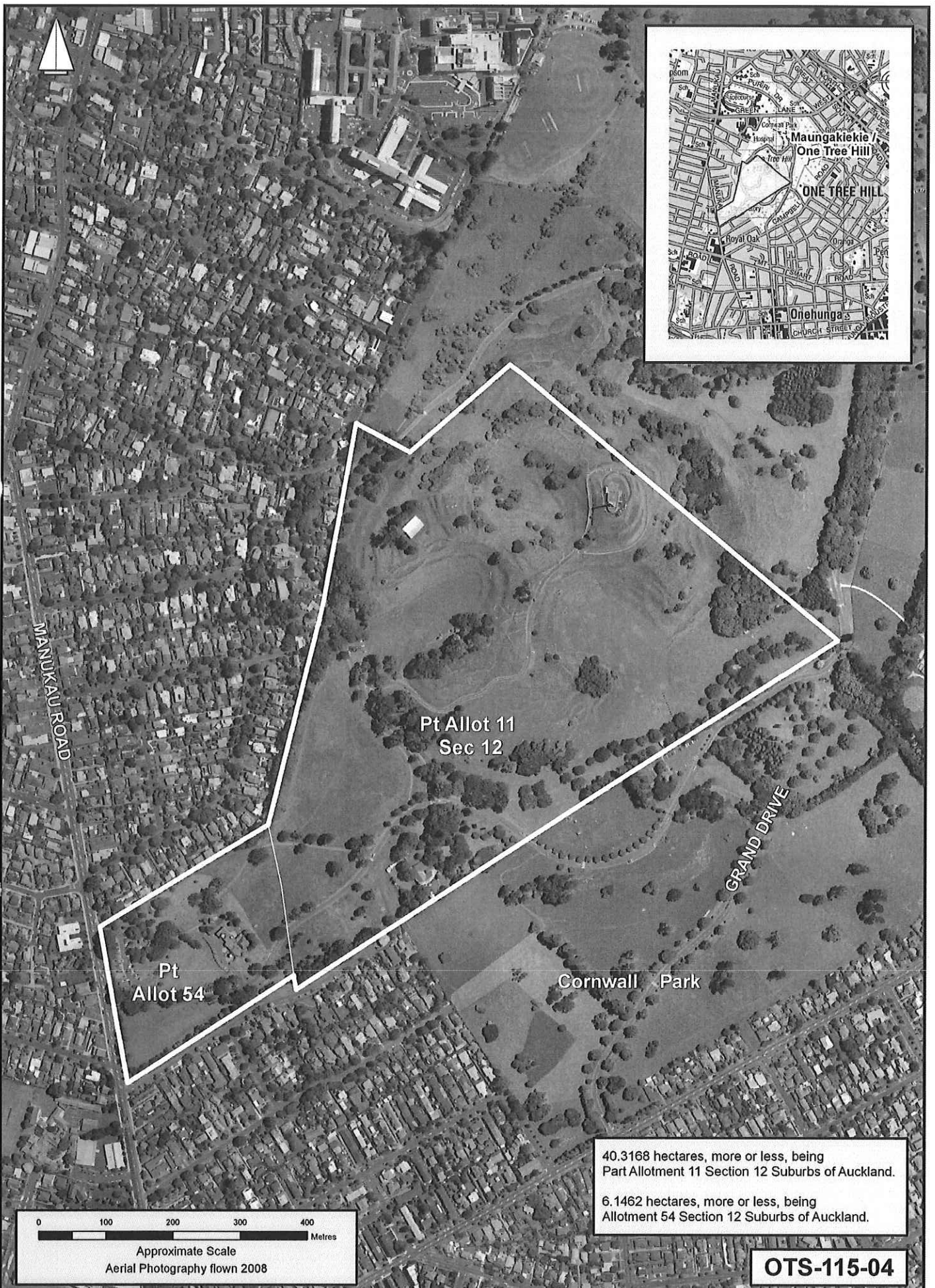



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Maungawhau / Mount Eden

Areas referred to in the deed of settlement between
 Ngā Mana Whenua o Tāmaki Makaurau and the Crown

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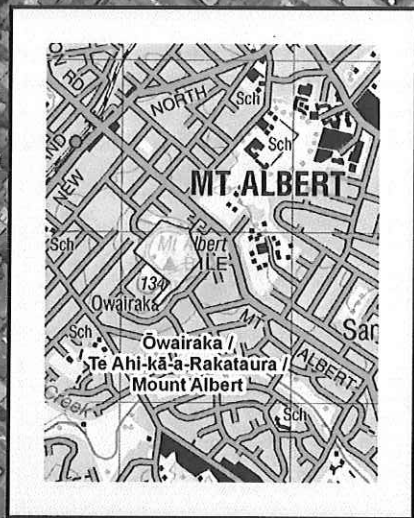


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Maungakiekie / One Tree Hill

Areas referred to in the deed of settlement between
Ngā Mana Whenua o Tāmaki Makaurau and the Crown

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Tāmaki Makaurau
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for and on behalf of the Crown

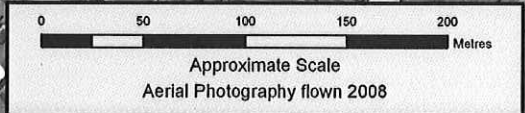


3.7660 hectares, more or less, being Part Allotment 100 Parish of Titirangi.

5.0890 hectares, more or less, being Part Allotment 100 Parish of Titirangi.

0.6310 hectares, more or less, being Lot 48 DP 39801.

0.0290 hectares, more or less, being Part Allotment 195 Parish of Titirangi.



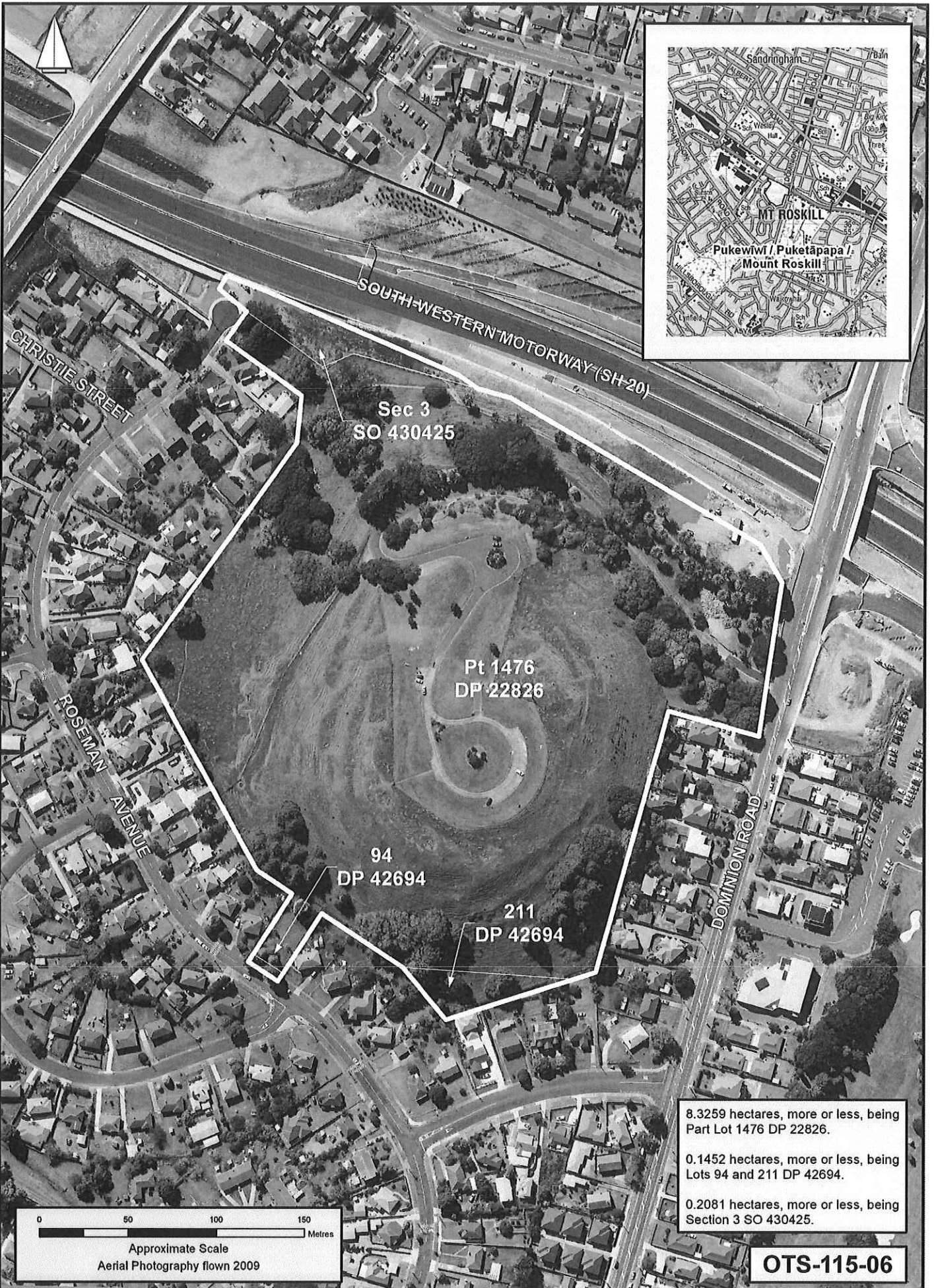
OTS-115-05

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Land District
Territorial Authority:
Auckland Council
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**Ōwairaka / Te Ahi-kā-a-Rakataura /
Mount Albert**

Areas referred to in the deed of settlement between
Ngā Mana Whenua o Tāmaki Makaurau and the Crown

Approved as to boundaries:
DRAFT - FOR DISCUSSION
for Ngā Mana Whenua o
Tāmaki Makaurau
PURPOSES ONLY
for and on behalf of the Crown




8.3259 hectares, more or less, being Part Lot 1476 DP 22826.

0.1452 hectares, more or less, being Lots 94 and 211 DP 42694.

0.2081 hectares, more or less, being Section 3 SO 430425.

OTS-115-06

0 50 100 150 Metres
 Approximate Scale
 Aerial Photography flown 2009


 North Auckland
 Land District
 Territorial Authority:
 Auckland Council
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Pukewiwi / Puketāpapa / Mount Roskill

Areas referred to in the deed of settlement between
 Ngā Mana Whenua o Tāmaki Makaurau and the Crown

Approved as to boundaries:
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 for Ngā Mana Whenua o
 Tāmaki Makaurau
 PURPOSES ONLY
 for and on behalf of the Crown

3.0402 hectares, more or less, being Allotment 12A Section 11 Suburbs of Auckland. Subject to survey.

0.1576 hectares, more or less, being Part Lot 23 of Allotment 18 Section 11 Suburbs of Auckland.

0.2633 hectares, more or less, being Part Lots 24 and 25 DP 13194.

0.4879 hectares, more or less, being Lot 1 DP 39142.

0.3819 hectares, more or less, being Lot 1 DP 37516.

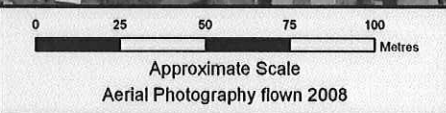
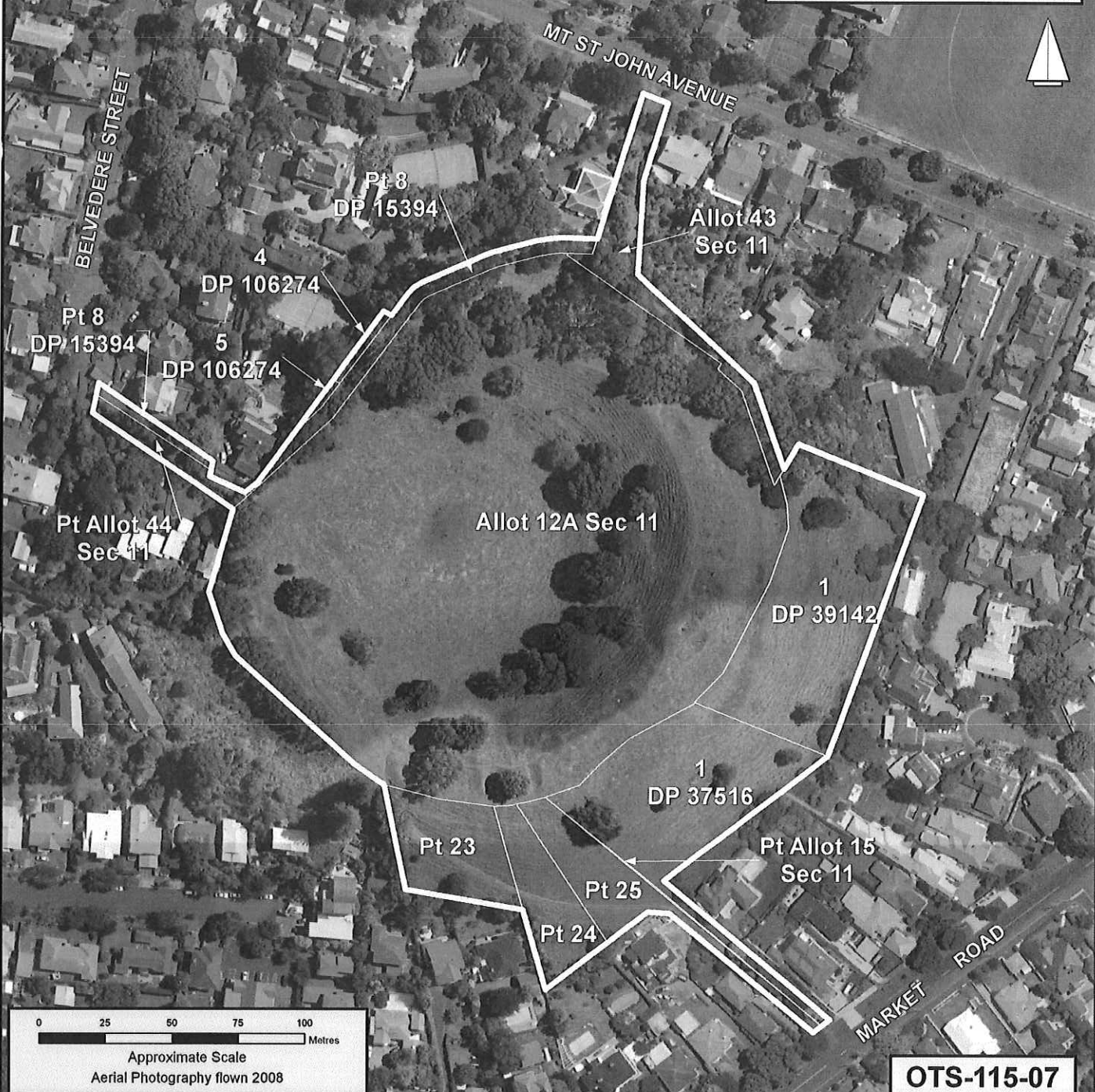
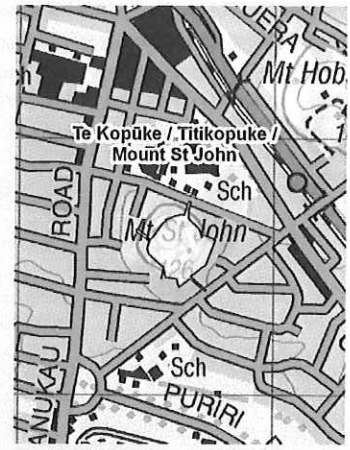
0.0047 hectares, more or less, being Lot 5 DP 106274.

0.1110 hectares, approximately, being Parts Lot 8 DP 15394. Subject to survey.

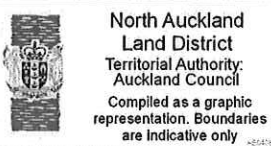
0.1901 hectares, more or less, being Allotment 43 and Part Allotment 44 Section 11 Suburbs of Auckland.

0.0033 hectares, more or less, being Part Allotment 15 Section 11 Suburbs of Auckland.

0.0098 hectares, more or less, being Lot 4 DP 106274.



OTS-115-07



Te Kopūke / Titikopuke / Mount St John

Areas referred to in the deed of settlement between Ngā Mana Whenua o Tāmaki Makaurau and the Crown

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 for Ngā Mana Whenua o Tāmaki Makaurau
 PURPOSES ONLY
 for and on behalf of the Crown



Pt Allot 22
Sec 5

Pt Allot 18
Sec 5

Sec 5
SO 434440

Sec 6
SO 434440

Unformed legal road

GILLS ROAD

PIGEON MOUNTAIN ROAD

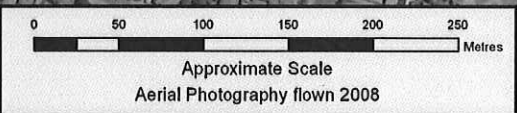
3.2314 hectares, approximately, being Part Allotment 18 Section 5 Small Farms Near Howick. Subject to survey.

1.0358 hectares, approximately, being Part Allotment 22 Section 5 Small Farms Near Howick. Subject to survey.

3.4035 hectares, more or less, being Section 5 SO 434440.

3.5763 hectares, more or less, being Section 6 SO 434440.

OTS-115-08

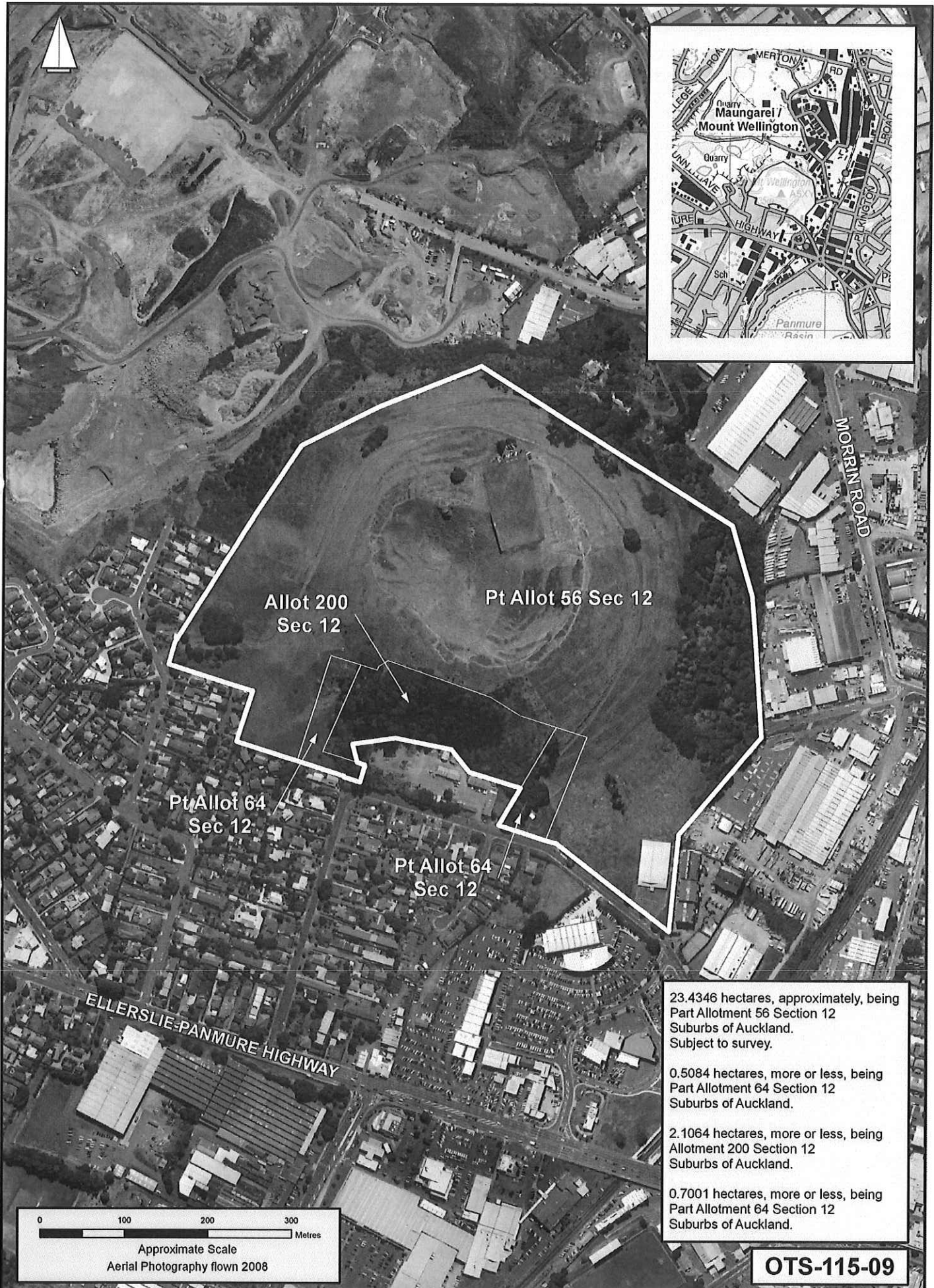
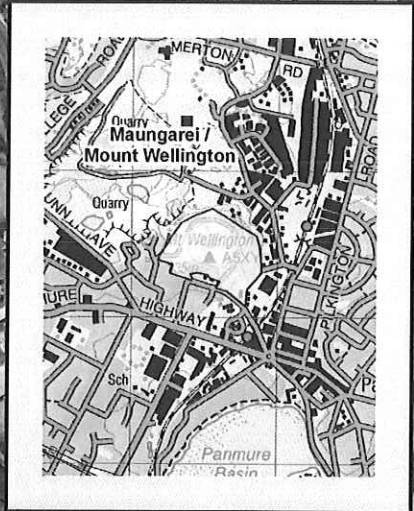


 North Auckland Land District
Territorial Authority:
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Ohuiarangi / Pigeon Mountain

Areas referred to in the deed of settlement between
Ngā Mana Whenua o Tāmaki Makaurau and the Crown

Approved as to boundaries:
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for Ngā Mana Whenua o
Tāmaki Makaurau
PURPOSES ONLY
.....
for and on behalf of the Crown



Allot 200
Sec 12

Pt Allot 56 Sec 12

Pt Allot 64
Sec 12

Pt Allot 64
Sec 12

ELLERSLIE-PANMURE HIGHWAY

MORRIN ROAD

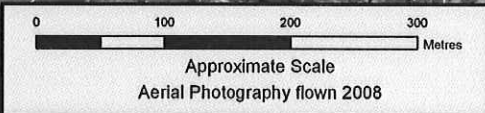
23.4346 hectares, approximately, being Part Allotment 56 Section 12 Suburbs of Auckland. Subject to survey.

0.5084 hectares, more or less, being Part Allotment 64 Section 12 Suburbs of Auckland.

2.1064 hectares, more or less, being Allotment 200 Section 12 Suburbs of Auckland.

0.7001 hectares, more or less, being Part Allotment 64 Section 12 Suburbs of Auckland.

OTS-115-09

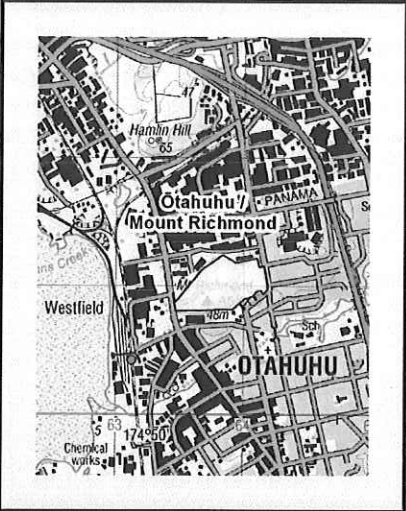
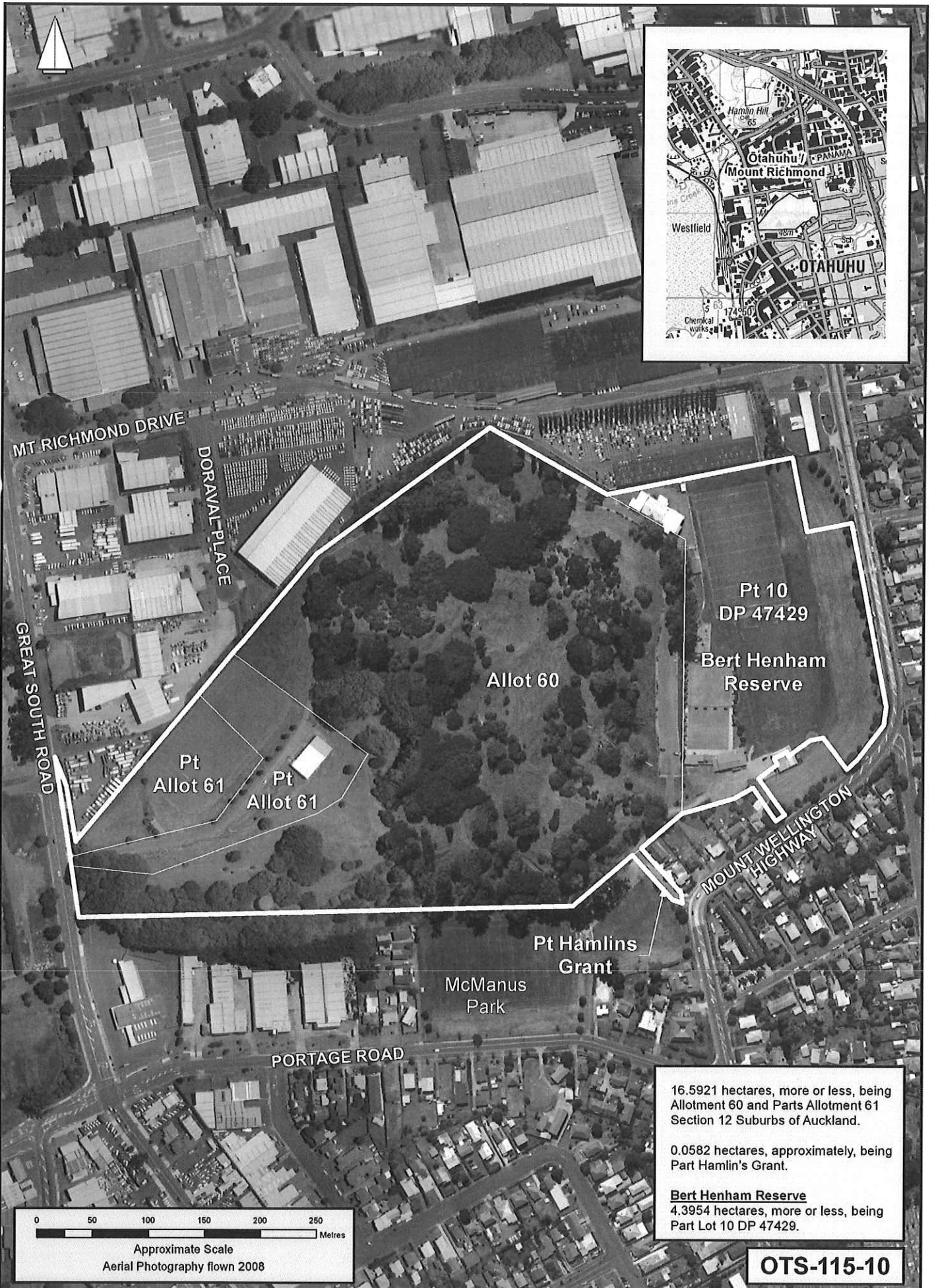


North Auckland
Land District
Territorial Authority:
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Maungarei / Mount Wellington

Areas referred to in the deed of settlement between Ngā Mana Whenua o Tāmaki Makaurau and the Crown

Approved as to boundaries:
DRAFT FOR DISCUSSION
for Ngā Mana Whenua o
Tāmaki Makaurau
PURPOSES ONLY
for and on behalf of the Crown

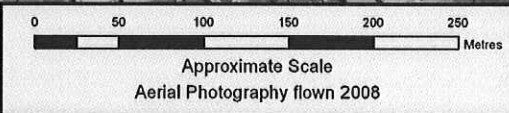



16.5921 hectares, more or less, being Allotment 60 and Parts Allotment 61 Section 12 Suburbs of Auckland.

0.0582 hectares, approximately, being Part Hamlin's Grant.

Bert Henham Reserve
4.3954 hectares, more or less, being Part Lot 10 DP 47429.

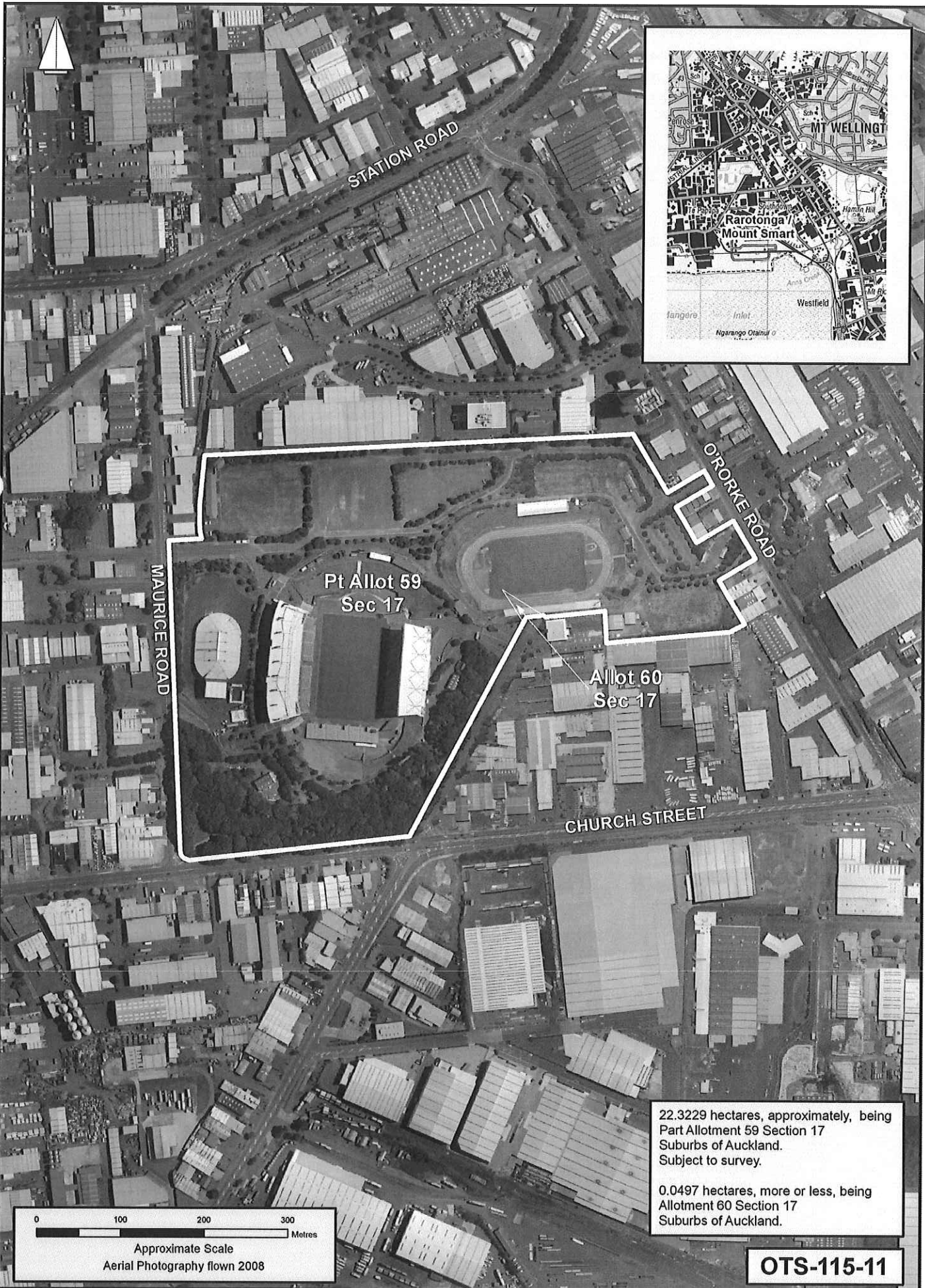
OTS-115-10




 North Auckland
 Land District
 Territorial Authority:
 Auckland Council
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Ōtāhuhu / Mount Richmond
 Areas referred to in the deed of settlement between
 Ngā Mana Whenua o Tāmaki Makaurau and the Crown

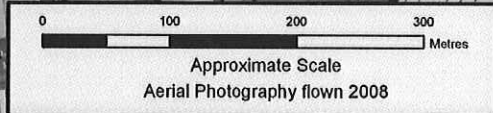
Approved as to boundaries:
 DRAFT - FOR DISCUSSION
 for Ngā Mana Whenua o
 Tāmaki Makaurau
 PURPOSES ONLY
 for and on behalf of the Crown



22.3229 hectares, approximately, being Part Allotment 59 Section 17 Suburbs of Auckland. Subject to survey.

0.0497 hectares, more or less, being Allotment 60 Section 17 Suburbs of Auckland.

OTS-115-11

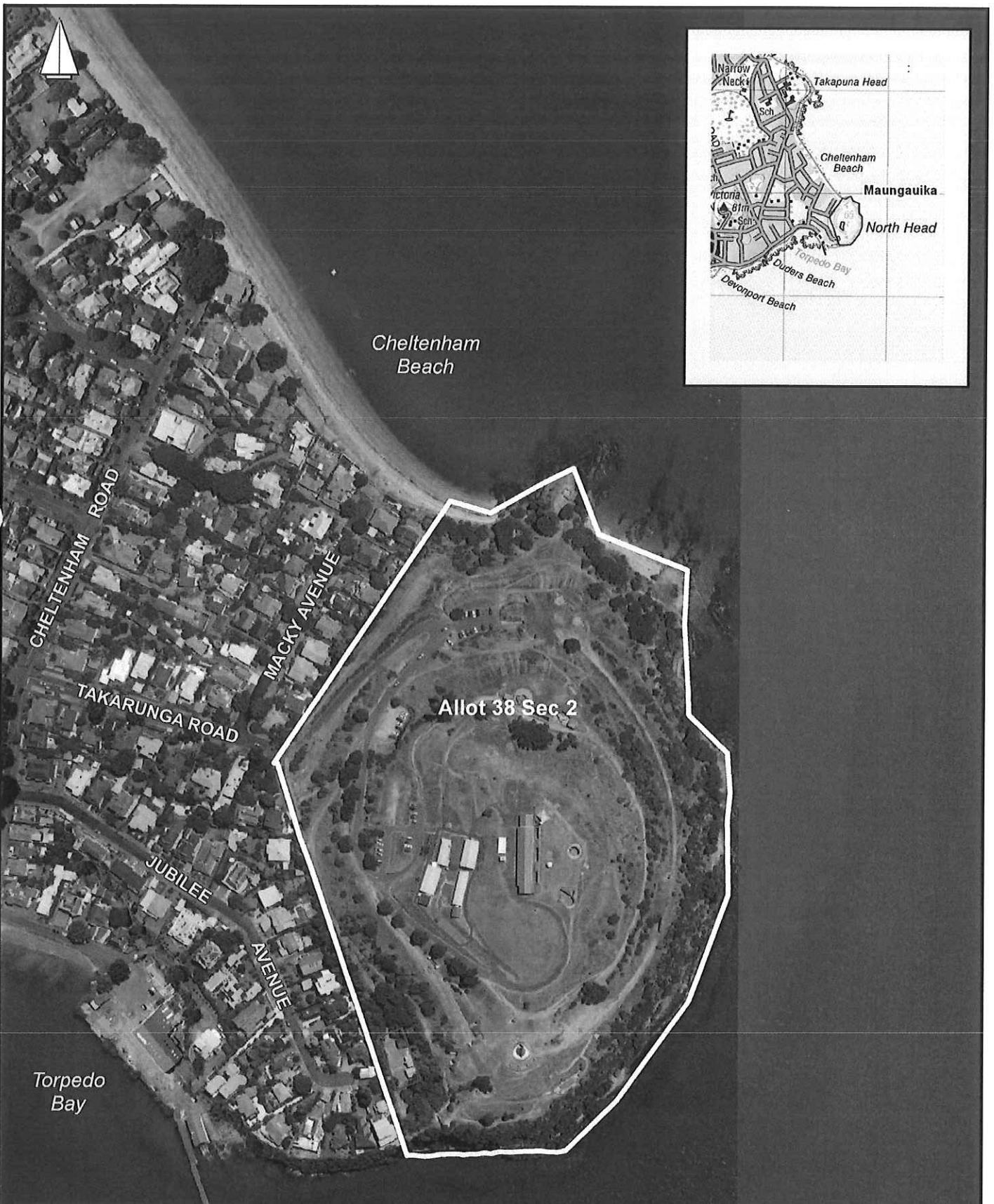


North Auckland Land District
Territorial Authority: Auckland Council
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Rarotonga / Mount Smart

Areas referred to in the deed of settlement between
Ngā Mana Whenua o Tāmaki Makaurau and the Crown

Approved as to boundaries:
DRAFT - FOR DISCUSSION
for Ngā Mana Whenua o Tāmaki Makaurau
PURPOSES ONLY
for and on behalf of the Crown

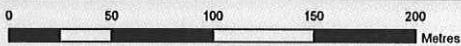


Cheltenham Beach

Allot 38 Sec 2

Torpedo Bay

Dept of Conservation
right to occupy



Approximate Scale
Aerial Photography flown 2008

8.5996 hectares, approximately, being
Allotment 38 Section 2
Parish of Takapuna.
Subject to survey.

OTS-115-12

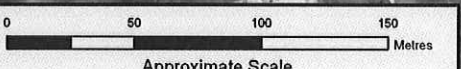
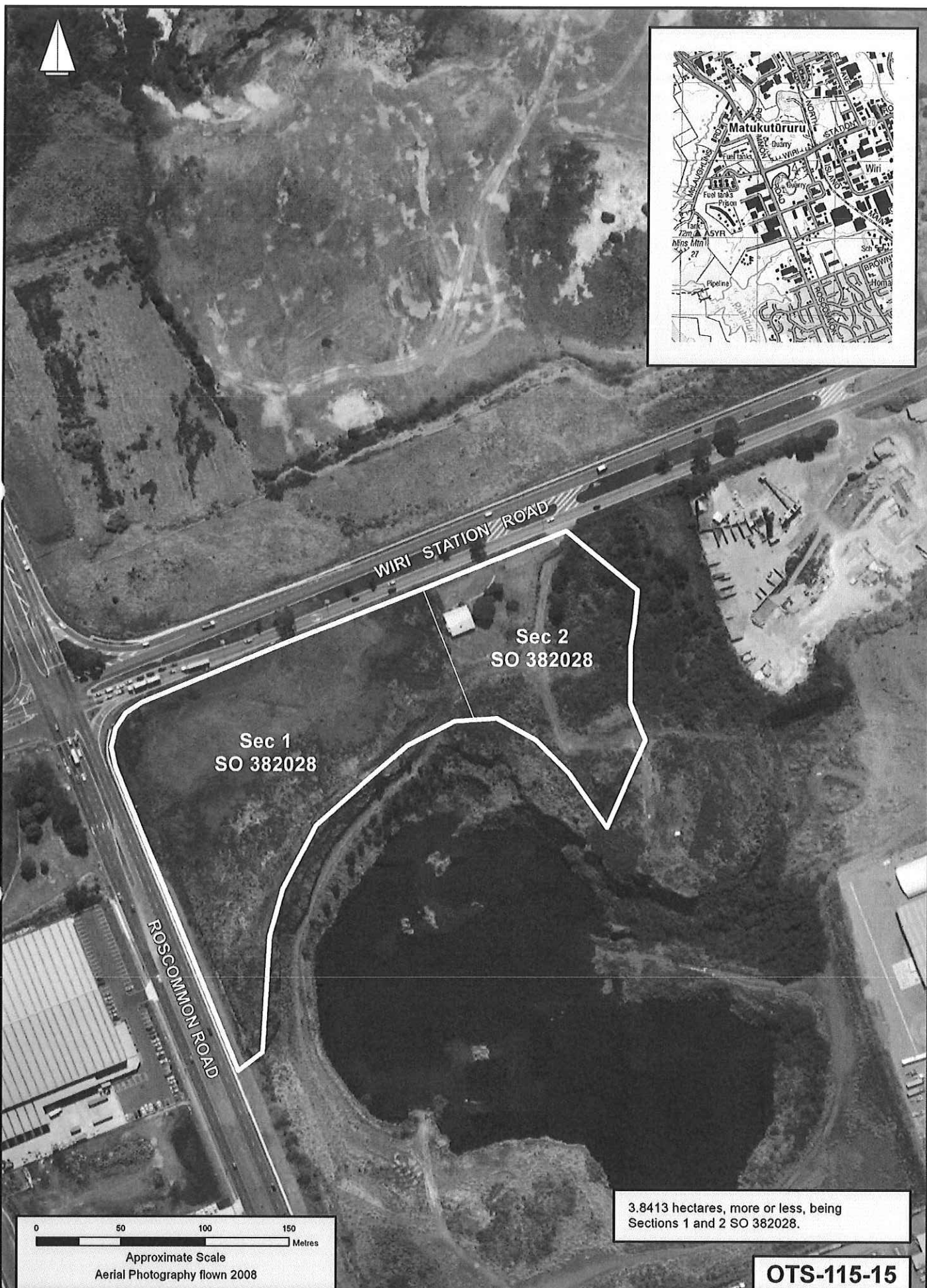
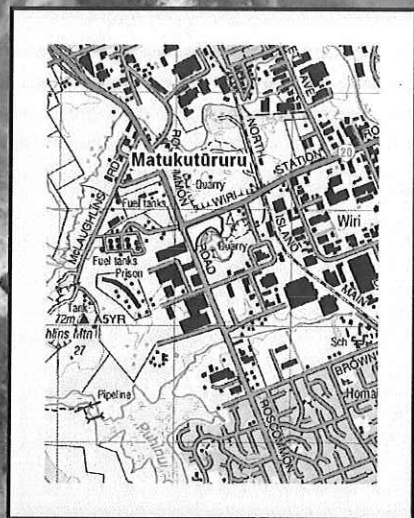


North Auckland
Land District
Territorial Authority:
Auckland Council
Compiled as a graphic
representation. Boundaries
are indicative only

Maungauika

Areas referred to in the deed of settlement between
Ngā Mana Whenua o Tāmaki Makaurau and the Crown

Approved as to boundaries:
DRAFT FOR DISCUSSION
for Ngā Mana Whenua o
Tāmaki Makaurau
PURPOSES ONLY
for and on behalf of the Crown



Approximate Scale
Aerial Photography flown 2008

3.8413 hectares, more or less, being
Sections 1 and 2 SO 382028.

OTS-115-15

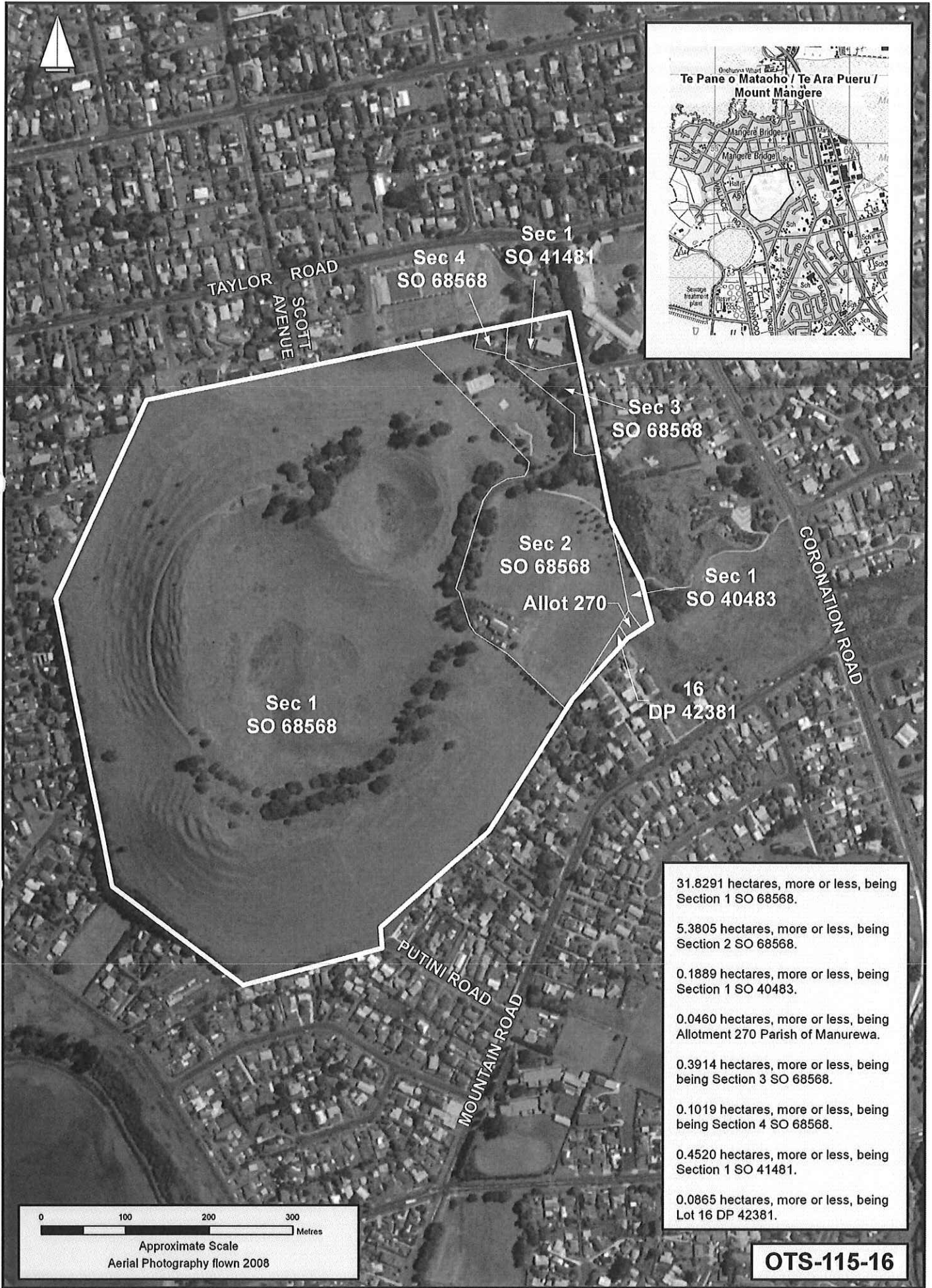


North Auckland
Land District
Territorial Authority:
Auckland Council
Compiled as a graphic
representation. Boundaries
are indicative only

Matukutūruru

Areas referred to in the deed of settlement between
Ngā Mana Whenua o Tāmaki Makaurau and the Crown

Approved as to boundaries:
DRAFT - FOR DISCUSSION
for Ngā Mana Whenua o
Tāmaki Makaurau
PURPOSES ONLY
for and on behalf of the Crown



Sec 1
SO 68568

Sec 4
SO 68568

Sec 1
SO 41481

Sec 3
SO 68568

Sec 2
SO 68568
Allot 270

Sec 1
SO 40483

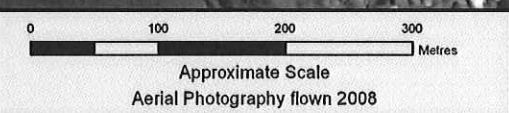
16
DP 42381

TAYLOR ROAD
SCOTT AVENUE

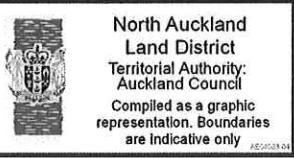
CORONATION ROAD

PUTINI ROAD
MOUNTAIN ROAD

- 31.8291 hectares, more or less, being Section 1 SO 68568.
- 5.3805 hectares, more or less, being Section 2 SO 68568.
- 0.1889 hectares, more or less, being Section 1 SO 40483.
- 0.0460 hectares, more or less, being Allotment 270 Parish of Manurewa.
- 0.3914 hectares, more or less, being being Section 3 SO 68568.
- 0.1019 hectares, more or less, being being Section 4 SO 68568.
- 0.4520 hectares, more or less, being Section 1 SO 41481.
- 0.0865 hectares, more or less, being Lot 16 DP 42381.



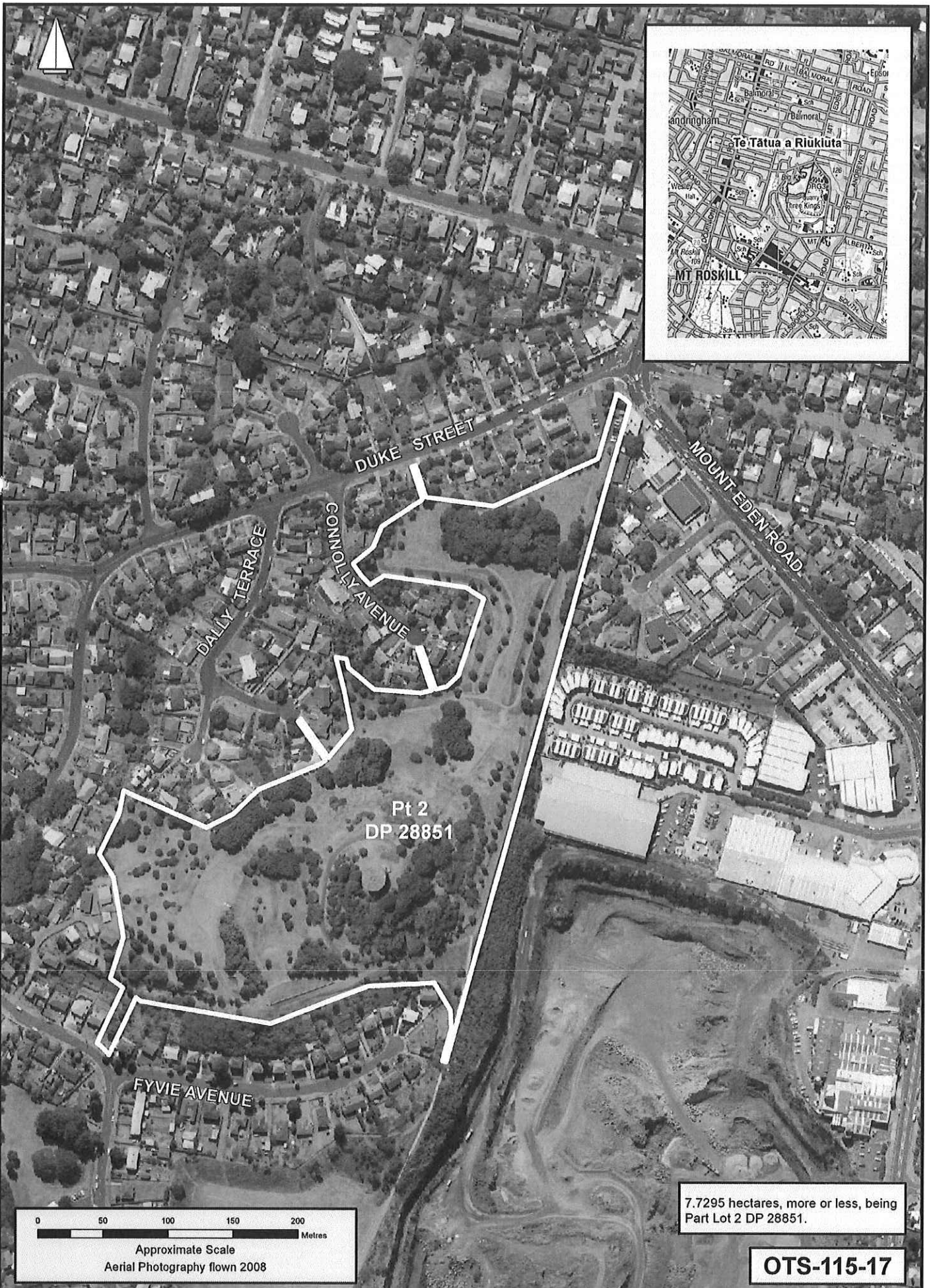
OTS-115-16



**Te Pane o Mataoho / Te Ara Pueru /
Mount Mangere**

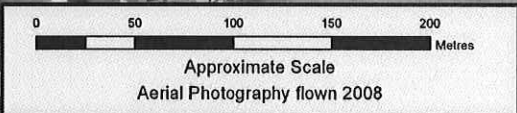
Areas referred to in the deed of settlement between
Ngā Mana Whenua o Tāmaki Makaurau and the Crown


Approved as to boundaries:
DRAFT - FOR DISCUSSION
for Ngā Mana Whenua o
Tāmaki Makaurau
PURPOSES ONLY
for and on behalf of the Crown



7.7295 hectares, more or less, being Part Lot 2 DP 28851.

OTS-115-17




 North Auckland
 Land District
 Territorial Authority:
 Auckland Council
 Compiled as a graphic
 representation. Boundaries
 are indicative only

Te Tātua-a-Riukiuta
 Areas referred to in the deed of settlement between
 Ngā Mana Whenua o Tāmaki Makaurau and the Crown

Approved as to boundaries:
DRAFT FOR DISCUSSION
 for Ngā Mana Whenua o
 Tāmaki Makaurau
 PURPOSES ONLY
 for and on behalf of the Crown

RECORD OF AGREEMENT

ATTACHMENT 2 – MAUNGA – ENCUMBRANCES AND IMPROVEMENTS

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
Matukutūruru	3.8413 hectares, more or less, being Sections 1 and 2 SO 382028. All computer interest register 394893.	Historic reserve subject to section 18 of the Reserves Act 1977 (affects computer interest register 394893). [Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [].] <i>[ie registration of infrastructure for Watercare]</i>	Watercare Services Ltd infrastructure.
Maungawhau / Mount Eden	10.4900 hectares, approximately, being Part Allotment 1A Section 6 Suburbs of Auckland. Part Gazette Notice B244847.1. As shown A on SO 55658. Subject to survey. 16.1150 hectares, more or less, being Part Allotment 1A Section 6 Suburbs of Auckland. Part Gazette 1876 page 405. Subject to survey. 0.0685 hectares, more or less, being Allotment 121 Section 6 Suburbs of Auckland. All Gazette 1951 page 1030. 0.0615 hectares, more or less, being Part Allotment 53 Section 6 Suburbs of Auckland. All Proclamation 18803. Subject to survey. 0.0599 hectares, more or less, being Lot 3 DP 31644. All	Historic reserve subject to section 18 of the Reserves Act 1977 (affects part Gazette Notice B244847.1). Recreation reserve subject to section 17 of the Reserves Act 1977 (affects part Gazette 1876 page 405, all Gazettes' 1951 page 1030 and 1990 page 19, all Gazette Notice 16192, all Proclamation 18803, all computer freehold register NA824/102, and part section 106 of the Reserves and other Lands Disposal and Public Bodies Empowering Act 1917). [Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [].] <i>[ie registration of infrastructure for Watercare reservoirs]</i> Subject to an unregistered lease to The Scout Association of NZ dated 30 May 2000 and renewed 12 August 2005.	Watercare Services Ltd infrastructure. Works depot and nursery. Tea kiosk building. Cottage at 250 Mt Eden Rd. Tram shelter and toilets building. Buildings and improvements contained in the lease to The Scout Association of NZ.

RECORD OF AGREEMENT

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
	<p>computer freehold register NA824/102.</p> <p>0.3724 hectares, more or less, being Allotment 111 Section 6 Suburbs of Auckland. All Gazette Notice 16192.</p> <p>0.1445 hectares, approximately, being Part Section 6 Suburbs of Auckland. Part section 106 of the Reserves and other Lands Disposal and Public Bodies Empowering Act 1917. Subject to survey.</p> <p>0.1547 hectares, more or less, being Section 1 SO 63939. All Gazette 1990 page 19.</p>	<p>[Subject to an unregistered lease for the cottage at 250 Mt Eden Rd, to be produced].</p>	
<p>Maungakiekie / One Tree Hill</p>	<p>40.3168 hectares, more or less, being Part Allotment 11 Section 12 Suburbs of Auckland. All section 2 of the One-Tree Hill Reserve Act 1886.</p> <p>6.1462 hectares, more or less, being Allotment 54 Section 12 Suburbs of Auckland. All Gazette 1885 page 1196.</p> <p>All subject to survey.</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977.</p> <p>[Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [].]</p> <p><i>[ie registration of infrastructure for Watercare reservoirs]</i></p> <p>Subject to a grave and memorial site pursuant to the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1912 and the Reserves and Other Lands Disposal Act 1936.</p> <p>Subject to a memorandum of encumbrance created by D326273.1.</p> <p>Subject to an unregistered lease to The Auckland Observatory and Planetarium Trust Board</p>	<p>Watercare Services Ltd infrastructure.</p> <p>Sir John Logan Campbell gravesite and obelisk</p> <p>Auckland Observatory and Planetarium</p> <p>Function Centre (Sorrento in the Park)</p> <p>Caretakers residence.</p> <p>Buildings and improvements contained in the lease to the Auckland Archery Club Incorporated.</p>

RECORD OF AGREEMENT

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
		<p>dated 10 May 1999 and Deed of variation of lease.</p> <p>Subject to an unregistered lease to the Auckland Archery Club Incorporated dated 3 February 2009.</p> <p>Subject to an unregistered lease to The Sorrento Group Limited and Neil McCormack dated 10 November 2004 and renewed 12 January 2010.</p> <p>[Subject to an unregistered lease for the premises at 670 Manukau Rd, to be produced].</p> <p>Subject to an unregistered grazing licence in favour of the Cornwall Park Trust Board.</p>	
Maungarei / Mount Wellington	<p>23.4346 hectares, approximately, being Part Allotment 56 Section 12 Suburbs of Auckland. Part <i>Gazette</i> 1880 page 1723. Subject to survey.</p> <p>0.5084 hectares, more or less, being Part Allotment 64 Section 12 Suburbs of Auckland. All section 11(4) Reserves and Other Lands Disposal Act 1927.</p> <p>2.1064 hectares, more or less, being Allotment 200 Section 12 Suburbs of Auckland. All <i>Gazette</i> Notice 260264.</p> <p>0.7001 hectares, more or less, being Part Allotment 64 Section 12 Suburbs of Auckland. All <i>Gazette</i> 1909 page 1500.</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977.</p> <p>[Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [].] <i>[ie registration of infrastructure for Watercare reservoirs]</i></p> <p>[Subject to the right to convey water and electricity, and drain sewage easement in gross referred to in []] <i>[ie services to building in SE corner]</i></p> <p>Subject to an unregistered lease to the Mt Wellington Roller Sports Club Incorporated dated 27 May 2010.</p>	<p>Watercare Services Ltd infrastructure.</p> <p>Buildings and improvements contained in the lease to the Mt Wellington Roller Sports Club Incorporated.</p>

RECORD OF AGREEMENT

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
Mount Albert	<p>3.7660 hectares, more or less, being Part Allotment 100 Parish of Titirangi. All <i>Gazette</i> 1931 page 465.</p> <p>5.0890 hectares, more or less, being Part Allotment 100 Parish of Titirangi. Part <i>Gazette</i> 1903 page 736.</p> <p>0.6310 hectares, more or less, being Lot 48 DP 39801. All computer freehold register NA47A/143.</p> <p>0.0290 hectares, more or less, being Part Allotment 195 Parish of Titirangi. Part <i>Gazette</i> 1933 page 1862.</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977.</p> <p>[Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [].] <i>[ie registration of infrastructure for Watercare reservoirs]</i></p> <p>[Subject to the right to convey water and electricity easement in gross referred to in []] <i>[ie water and power to showers, changing rooms, toilets]</i></p> <p>Subject to an unregistered lease to the Mountain Green Archery Club dated 12 December 2002 and renewed 22 September 2010.</p> <p>Subject to an unregistered grazing licence in favour of Robert Linton.</p>	<p>Watercare Services Ltd infrastructure.</p> <p>Buildings and improvements contained in the lease to the Mountain Green Archery Club.</p>
Mount Roskill	<p>8.3259 hectares, more or less, being Part Lot 1476 DP 22826. Balance computer freehold register NA621/252.</p> <p>0.1452 hectares, more or less, being Lots 94 and 211 DP 42694. Part <i>Gazette</i> Notice 15584.</p> <p>0.2081 hectares, more or less, being Section 3 SO 430425. All computer interest register 559441.</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977.</p> <p>Subject to a right to earth electricity easement in gross referred to in []</p> <p>[to record the installation of the earthing cables]</p> <p>[Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [].] <i>[ie registration of infrastructure for Watercare reservoirs]</i></p> <p>Subject to an unregistered agreement for acquisition of land for SH20 Winstone Park dated 31 May 2005.</p> <p>Subject to an unregistered lease to Watercare Services Limited dated 21 July 1988 and variation dated 6 July 2001.</p>	<p>Watercare Services Ltd infrastructure.</p>

RECORD OF AGREEMENT

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
Mount Saint John	<p>3.0402 hectares, more or less, being Allotment 12A Section 11 Suburbs of Auckland. Part section 2 of the Mount St John Reserve Act 1894 and part <i>Gazette</i> 1902 page 734. Subject to survey.</p> <p>0.1576 hectares, more or less, being Part Lot 23 of Allotment 18 Section 11 Suburbs of Auckland. All computer freehold register NA505/200 limited as to parcels.</p> <p>0.2633 hectares, more or less, being Part Lots 24 and 25 DP 13194. All computer freehold register NA309/209.</p> <p>0.4879 hectares, more or less, being Lot 1 DP 39142. All computer freehold register NA1038/123.</p> <p>0.3819 hectares, more or less, being Lot 1 DP 37516. All computer freehold register NA975/186.</p> <p>0.0033 hectares, more or less, being Part Allotment 15 Section 11 Suburbs of Auckland. All computer freehold register NA1058/220 limited as to parcels.</p> <p>0.0098 hectares, more or less, being Lot 4 DP 106274. All computer freehold register NA672/48.</p> <p>0.0047 hectares, more or less, being</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977.</p> <p>Subject to a fencing agreement created by Transfer 154277.</p>	

RECORD OF AGREEMENT

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
	<p>Lot 5 DP 106274. All computer freehold register NA671/94.</p> <p>0.1110 hectares, more or less, being Parts Lot 8 DP 15394. Balance Gazette Notice 792484.1. Subject to survey.</p> <p>0.1901 hectares, more or less, being Allotment 43 and Part Allotment 44 Section 11 Suburbs of Auckland. Balance Gazette Notice B096302.1. Subject to survey.</p>		
Maungauika	<p>8.5996 hectares, approximately, being Allotment 38 Section 2 Parish of Takapuna. All <i>Gazette</i> 1980 page 1429. Subject to survey.</p>	<p>Historic reserve subject to section 18 of the Reserves Act 1977.</p> <p>[Subject to the right to occupy and right of way easement in gross referred to in [_].] <i>[ie registration for DOC buildings]</i></p> <p>[Subject to a right to convey water, electricity, telecommunications and computer media, and drain sewage and waste water, easement in gross referred to in [_]] <i>[ie registration of infrastructure for DOC buildings]</i></p> <p>[Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [_].] <i>[ie registration of infrastructure for Watercare]</i></p> <p>Subject to an unregistered guiding concession to Magic Broomstick Tours Limited.</p> <p>Subject to an unregistered concession to NZ Bus and Coach Association.</p> <p>Subject to an unregistered guiding concession to</p>	<p>Department of Conservation Area Office.</p> <p>Watercare Services Ltd infrastructure.</p> <p>Radio repeater station.</p>

RECORD OF AGREEMENT

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
		<p>Historic Forts of Auckland Limited.</p> <p>Subject to an unregistered guiding concession to Ramblers Association Services.</p> <p>Subject to an unregistered concession for a radio repeater station to Auckland Yacht and Boating Association.</p> <p>[Subject to an unregistered concession for a radio repeater station to NZ Customs Service.]</p>	
<p>Ōhinerau / Mount Hobson</p>	<p>9.4089 hectares, approximately, being Allotment 2A Section 11 Suburbs of Auckland. Part <i>Gazette</i> 1880 page 635. Subject to survey.</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977.</p> <p>Subject to an unregistered agreement for grant of water supply and storage and pumping station easement with Watercare Services Limited dated 4 August 1992.</p> <p>Subject to an unregistered grazing licence in favour of Robert Linton dated 29 May 1986.</p>	<p>Watercare Services Ltd infrastructure.</p>
<p>Ōhūiarangi / Pigeon Mountain</p>	<p>3.2314 hectares, approximately, being Part Allotment 18 Section 5 Small Farms Near Howick. Balance <i>Gazette</i> 1902 page 2555. Subject to survey.</p> <p>1.0358 hectares, approximately, being Part Allotment 22 Section 5 Small Farms Near Howick. Part <i>Gazette</i> 1894 page 374. Subject to survey.</p> <p>3.4035 hectares, more or less, being Section 5 SO 434440. Part <i>Gazette</i> 1902</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977 (affects part <i>Gazettes'</i> 1894 page 374 and 1902 page 2554, and balance <i>Gazette</i> 1902 page 2555).</p> <p>Historic reserve subject to section 18 of the Reserves Act 1977 (affects part <i>Gazette</i> 1902 page 2554).</p> <p>[Subject to a right to convey water and electricity, and drain sewage and waste water, easement in gross referred to in []] <i>[ie registration of infrastructure for sports clubs and toilet block] – necessary?</i></p> <p>[Subject to the right to</p>	<p>Watercare Services Ltd infrastructure.</p> <p>Buildings and improvements contained in the lease to the Pakuranga Tennis Club Incorporated.</p> <p>Buildings and improvements contained in the lease to the Pigeon Mountain Cricket Club Incorporated.</p> <p>Buildings and improvements contained in the lease to the BMX Mountain Raiders Club Incorporated.</p>

RECORD OF AGREEMENT

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
	<p>page 2554.</p> <p>3.5763 hectares, more or less, being Section 6 SO 434440. Part Gazette 1902 page 2554.</p>	<p>occupy, right of way, and right to convey water and electricity easement in gross referred to in [].] <i>[ie registration of infrastructure for Watercare]</i></p> <p>Subject to an unregistered lease to the Pakuranga Tennis Club Incorporated dated 19 November 1981 and renewed 6 July 1998.</p> <p>Subject to an unregistered lease to the Pigeon Mountain Cricket Club Incorporated dated 2009.</p> <p>Subject to an unregistered lease to the BMX Mountain Raiders Club Incorporated dated 16 October 1995.</p>	
<p>Ōtāhuhu / Mount Richmond</p>	<p>16.5921 hectares, more or less, being Allotment 60 and Parts Allotment 61 Section 12 Suburbs of Auckland. All computer freehold register NA6/188.</p> <p>0.0582 hectares, more or less, being Part Hamlin's Grant. All computer freehold register NA583/71 limited as to parcels.</p> <p>4.3954 hectares, more or less, being Part Lot 10 DP 47429. All computer freehold register NA43B/507.</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977.</p> <p>Subject to drainage rights held in Deed 238138 (affects NA583/71).</p> <p>Subject to the right to take water held in Transfer 653527 (affects NA43B/507).</p> <p>[Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [].] <i>[ie registration of infrastructure for Watercare reservoirs]</i></p> <p>Subject to an unregistered lease to the Otāhuhu Rovers Rugby League Football Club Incorporated dated 7 October 1975 and renewed 26 January 2011.</p> <p>Subject to an unregistered lease to the Northern Sports Car Club Incorporated dated 7 August 2009.</p> <p>Subject to an unregistered lease to the Mount Richmond Bowling Club</p>	<p>Watercare Services Ltd infrastructure.</p> <p>Buildings and improvements contained in the lease to the Otāhuhu Rovers Rugby League Football Club Incorporated.</p> <p>Buildings and improvements contained in the lease to the Northern Sports Car Club Incorporated.</p> <p>Buildings and improvements contained in the lease to the Mount Richmond Bowling Club Incorporated.</p>

RECORD OF AGREEMENT

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
		Incorporated dated 1999 and renewed 21 June 2010.	
Rarotonga / Mount Smart	<p>22.3229 hectares, approximately, being Part Allotment 59 Section 17 Suburbs of Auckland. All computer freehold register NA490/239, and balance computer freehold registers NA491/75, NA620/46, and NA680/114, all Gazette Notice's A329195, A375934, and A532457, and all section 4 of the Onehunga Endowments Act 1877. Subject to survey.</p> <p>0.0497 hectares, more or less, being Allotment 60 Section 17 Suburbs of Auckland. All computer freehold register NA54D/1031.</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977.</p> <p>Subject to the Mount Smart Regional Recreation Centre Act 1985.</p> <p>[Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [].] <i>[ie registration of infrastructure for Watercare]</i></p> <p>Subject to an unregistered resource consent to take groundwater. Permit number 31305 dated 27 September 2005.</p>	<p>Mount Smart Regional Recreation Centre.</p> <p>Watercare Services Ltd infrastructure.</p>
Takarunga / Mount Victoria	<p>6.5476 hectares, approximately, being Part Allotments 42 and 46 Section 2 Parish of Takapuna. Part <i>Gazette</i> 1880 page 1242. Subject to survey.</p> <p>0.0726 hectares, more or less, being Part Allotment 42 Section 2 Parish of Takapuna. All <i>Gazette</i> 2005 page 1868.</p> <p>1.0361 hectares, more or less, being Part Allotment 42 Section 2 Parish of Takapuna. All <i>Gazette</i> 1998 page 2035.</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977 (affects part <i>Gazette</i> 1880 page 1242).</p> <p>Local purpose (community buildings) reserve subject to section 23 of the Reserves Act 1977 (affects all <i>Gazettes'</i> 1998 page 2035 and 2005 page 1868).</p> <p>[Subject to a right to convey water, electricity, telecommunications and computer media, and drain sewage and waste water, [easement in gross] referred to in []] <i>[ie registration of infrastructure for community buildings, right of way to title at summit]</i></p>	<p>Watercare Services Ltd infrastructure.</p> <p>Buildings and improvements contained in the lease to the North Shore Playcentre Association Incorporated.</p> <p>Buildings and improvements contained in the lease to The Depot Incorporated.</p> <p>Buildings and improvements contained in the lease to the Michael King Writers' Studio Trust.</p> <p>Buildings and improvements contained in the lease</p>

RECORD OF AGREEMENT

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
		<p>[Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [].] <i>[ie registration of infrastructure for Watercare reservoirs]</i></p> <p>Subject to an unregistered lease to the North Shore Playcentre Association Incorporated dated 17 November 2004.</p> <p>Subject to an unregistered lease to The Depot Incorporated dated 23 March 2006.</p> <p>Subject to an unregistered lease to the Michael King Writers' Studio Trust dated 12 September 2010.</p> <p>Subject to an unregistered lease to the Devonport Folk Music Club Incorporated commencing 16 May 2009.</p>	<p>to the Devonport Folk Music Club Incorporated.</p>
Te Tātua-a-Riukiuta	7.7295 hectares, more or less, being Part Lot 2 DP 28851. Part <i>Gazette</i> 1950 page 755.	<p>Recreation reserve subject to section 17 of the Reserves Act 1977.</p> <p>[Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [].]</p> <p><i>[ie registration of infrastructure for Watercare reservoirs]</i></p>	Watercare Services Ltd infrastructure.
Mount Mangere	<p>31.8291 hectares, more or less, being Section 1 SO 68568. Part <i>Gazette</i> Notice D478576.3.</p> <p>5.3805 hectares, more or less, being Section 2 SO 68568. Part <i>Gazette</i> 1890 page 897.</p> <p>0.1889 hectares, more or less, being Section 1 SO 40483. All <i>Gazette</i> 1958 page</p>	<p>Historic reserve subject to section 18 of the Reserves Act 1977 (affects part <i>Gazette</i> Notice D478576.3).</p> <p>Recreation reserve subject to section 17 of the Reserves Act 1977 (affects part <i>Gazette</i> 1890 page 897, all <i>Gazettes'</i> 1955 page 1712, 1958 page 210, and 1959 page 762.</p> <p>Local purpose (community buildings) reserve subject to section 23 of the Reserves</p>	<p>Watercare Services Ltd infrastructure.</p> <p>Buildings and improvements contained in the lease to The Auckland Play Centres Association Incorporated.</p> <p>Buildings and improvements contained in the lease to the Onehunga Mangere United Sports Club Incorporated.</p>

RECORD OF AGREEMENT

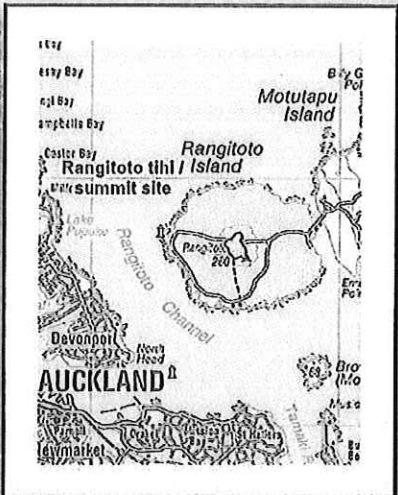
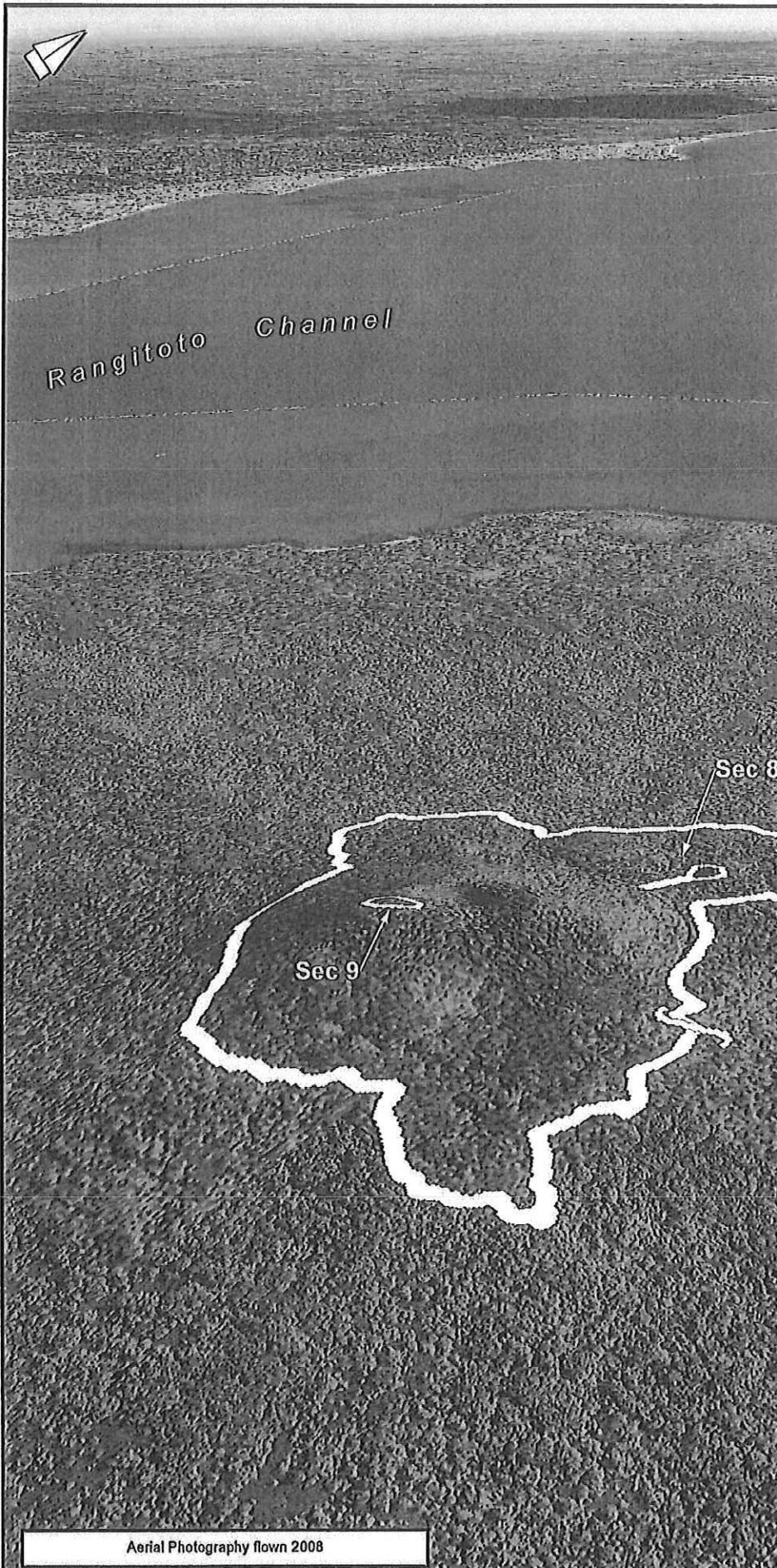
Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
	<p>210.</p> <p>0.0460 hectares, more or less, being Allotment 270 Parish of Manurewa. All Gazette 1959 page 762.</p> <p>0.3914 hectares, more or less, being Section 3 SO 68568. Part Gazette Notice D478576.3.</p> <p>0.1019 hectares, more or less, being Section 4 SO 68568. Part Gazette Notice D478576.3.</p> <p>0.4520 hectares, more or less, being Section 1 SO 41481. Part Gazette Notice D478576.3.</p> <p>0.0865 hectares, more or less, being Lot 16 DP 42381. All Gazette 1955 page 1712.</p>	<p>Act 1977 (affects part Gazette Notice D478576.3).</p> <p>[Subject to the right to occupy, right of way, and right to convey water and electricity easement in gross referred to in [_.].] [ie registration of infrastructure for Watercare]</p> <p>Subject to an unregistered lease and right of way to The Auckland Play Centres Association Incorporated dated 26 September 1967.</p> <p>Subject to an unregistered lease to the Onehunga Mangere United Sports Club Incorporated dated 1 June 2010.</p>	

RECORD OF AGREEMENT

**ATTACHMENT 3 – MOTU – PERMANENTLY VESTED PROPERTIES –
DEED PLANS (INCLUDING LEGAL DESCRIPTIONS)**

Rangitoto tihi / summit site (OTS-115-18)

Islington Bay sites (OTS-115-19)



Section 7
Scenic Reserve

55.4 hectares, approximately, being part of Section 7 and Sections 8 and 9 Block XI Rangitoto Survey District. Subject to survey.
Boundary is 160 metre contour value based on Auckland Council data.

Aerial Photography flown 2008

OTS-115-18

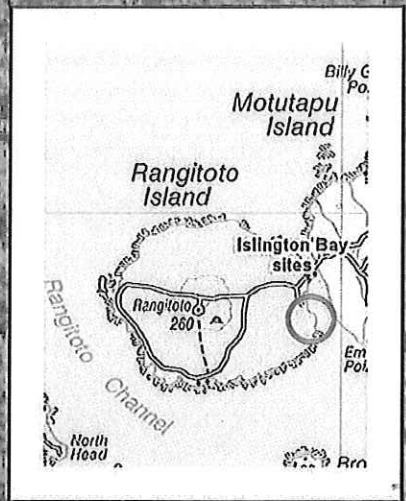


North Auckland Land District
Territorial Authority:
Auckland Council
Compiled as a graphic representation. Boundaries are indicative only.

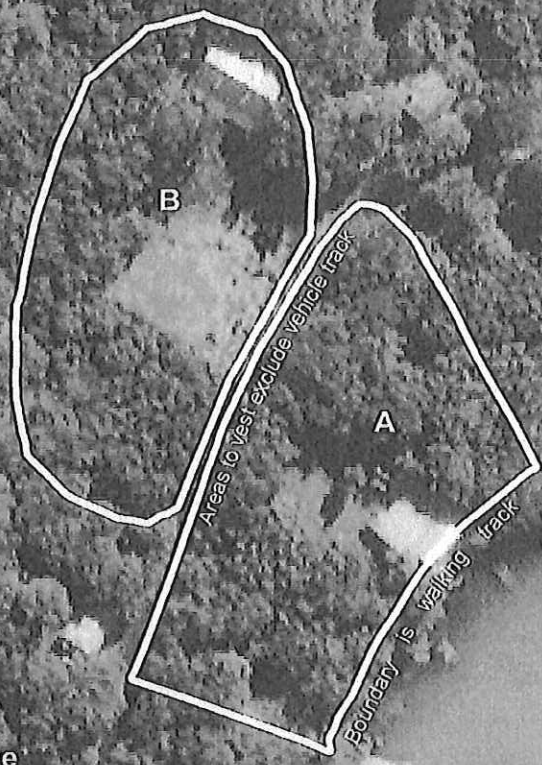
Rangitoto tihī / summit site

Areas referred to in the deed of settlement between Ngā Mana Whenua o Tāmaki Makaurau and the Crown

Approved as to boundaries:
DRAFT FOR DISCUSSION
for Ngā Mana Whenua o Tāmaki Makaurau
PURPOSES ONLY
for and on behalf of the Crown

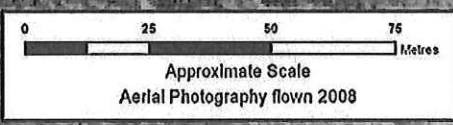


Section 7
Scenic Reserve



Shown A: Rangitoto Bach 80 site:
0.5 hectares, approximately, being part of Section 7 Block XI Rangitoto Survey District. Subject to survey.

Shown B: Historic Community Hall and Tennis Court Area:
0.4 hectares, approximately, being part of Section 7 Block XI Rangitoto Survey District. Subject to survey.



OTS-115-19


North Auckland
Land District
Territorial Authority:
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Islington Bay sites

Areas referred to in the deed of settlement between
Ngā Mana Whenua o Tāmaki Makaurau and the Crown

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Tāmaki Makaurau
PURPOSES ONLY
for and on behalf of the Crown

RECORD OF AGREEMENT

**ATTACHMENT 4 – MOTU – PERMANENTLY VESTED PROPERTIES –
ENCUMBRANCES AND IMPROVEMENTS**

Name of property	Description (all North Auckland Land District)	Encumbrances	Improvements that do not vest
Rangitoto Bach 80 site	0.5 hectares, approximately, being Part Section 7 Block XI Rangitoto Survey District. Part Gazette Notice 766997.1. Subject to survey. As shown marked 'A' on deed plan OTS-115-18	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. <i>[Nil]</i>	
Historic Community Hall and Tennis Court Area	0.4 hectares, approximately, being Part Section 7 Block XI Rangitoto Survey District. Part Gazette Notice 766997.1. Subject to survey. As shown marked 'B' on deed plan OTS-115-19	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. <i>[Nil, noting however that improvements are not to vest and will continue to be enjoyed by the public]</i>	All improvements
Rangitoto tihi / summit site	55.4 hectares, approximately, being Part Section 7 and Sections 8 and 9 Block XI Rangitoto Survey District. Part Gazette Notice 766997.1. Subject to survey.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. <i>[Noting that improvements are not to vest and will continue to be enjoyed by the public]</i> Subject to an unregistered concession to Fullers Group Limited held in concession number AK-0015-LAN. Subject to an unregistered concession to Antipodes Travel Limited held in concession number OT-21698-GUI. Subject to an unregistered concession to ANZ Nature Tours Limited held in concession number TT-	All improvements

RECORD OF AGREEMENT

		<p>28206-GUI.</p> <p>Subject to an unregistered concession to Auckland Sea Kayaks Limited held in concession number AK-29563-GUI.</p> <p>Subject to an unregistered concession to Get Down Under Tours Limited held in concession number PAC 10-06-227.</p> <p>Subject to an unregistered concession to Glenn and Les Handley held in concession number AK-26810-OTH.</p> <p>Subject to an unregistered concession to Hopper McMurdo Partnership held in concession number AK-27618-GUI.</p> <p>Subject to an unregistered concession to Ian Ferguson Marine Sports Centre Limited held in concession number AK-31171-GUI.</p> <p>Subject to an unregistered concession to Motutapu Island Restoration Trust held in concession number AK-28055-SSE.</p> <p>Subject to an unregistered concession to Outdoor Discoveries (2009) Limited held in concession number AK-22046-GUI.</p> <p>Subject to an unregistered concession to Rangitoto Island Historic Conservation Trust held in concession number AK-25549-GUI.</p> <p>Subject to an unregistered concession to Waitemata Honey Company Limited held in concession number AK-26786-OTH.</p> <p>Subject to an unregistered concession to C & E Tours Limited held in concession number CA-25567-GUI.</p>	
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RECORD OF AGREEMENT

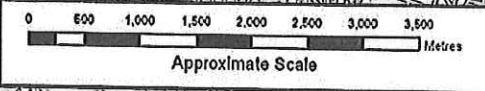
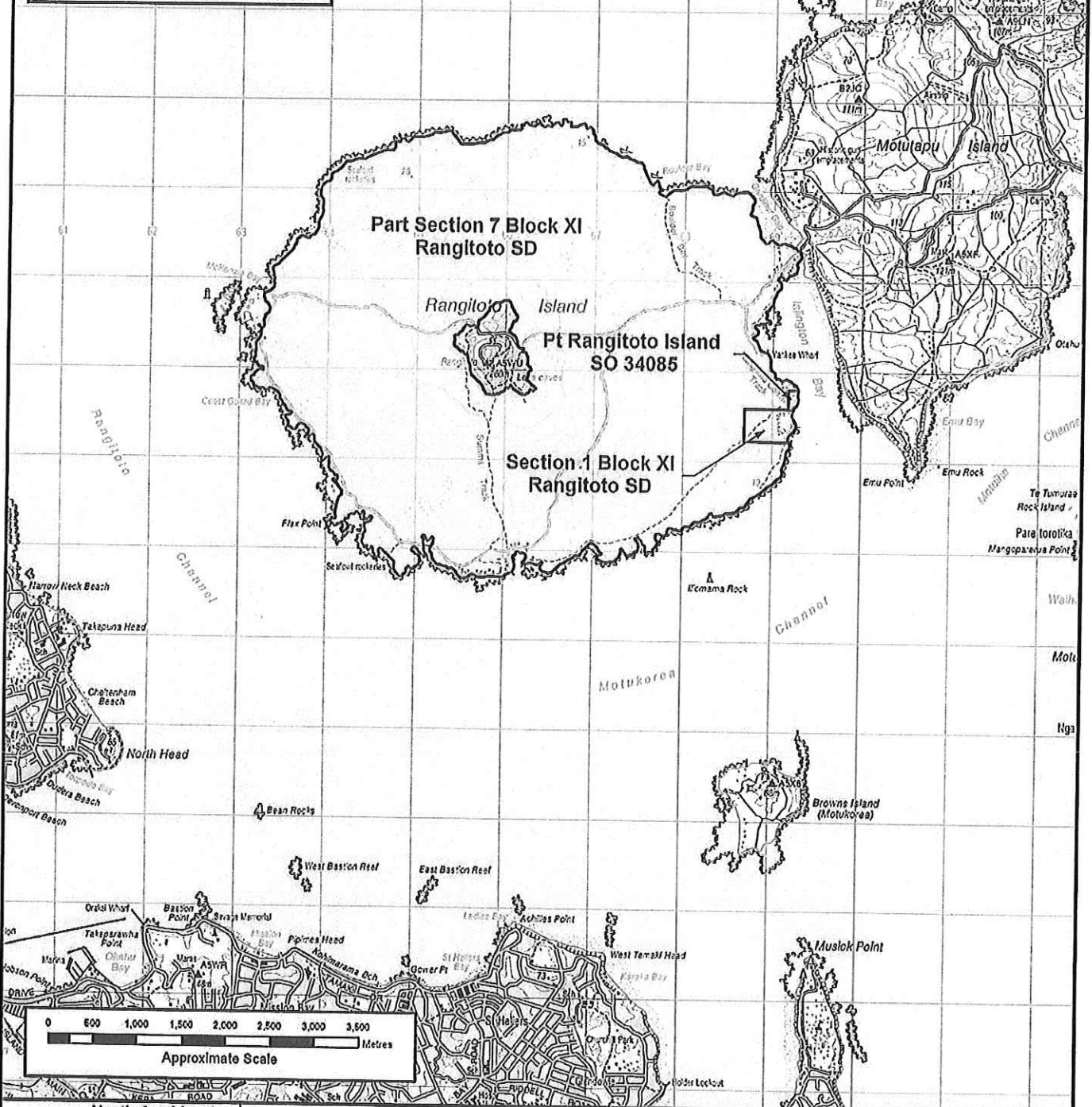
ATTACHMENT 5 – MOTU – SURVEY OFFICE PLANS


Rangitoto Island Scenic Reserve (SO 448817)

Motutapu Island Recreation Reserve (SO 448556)

Motuihe Island Recreation Reserve (SO 448555)

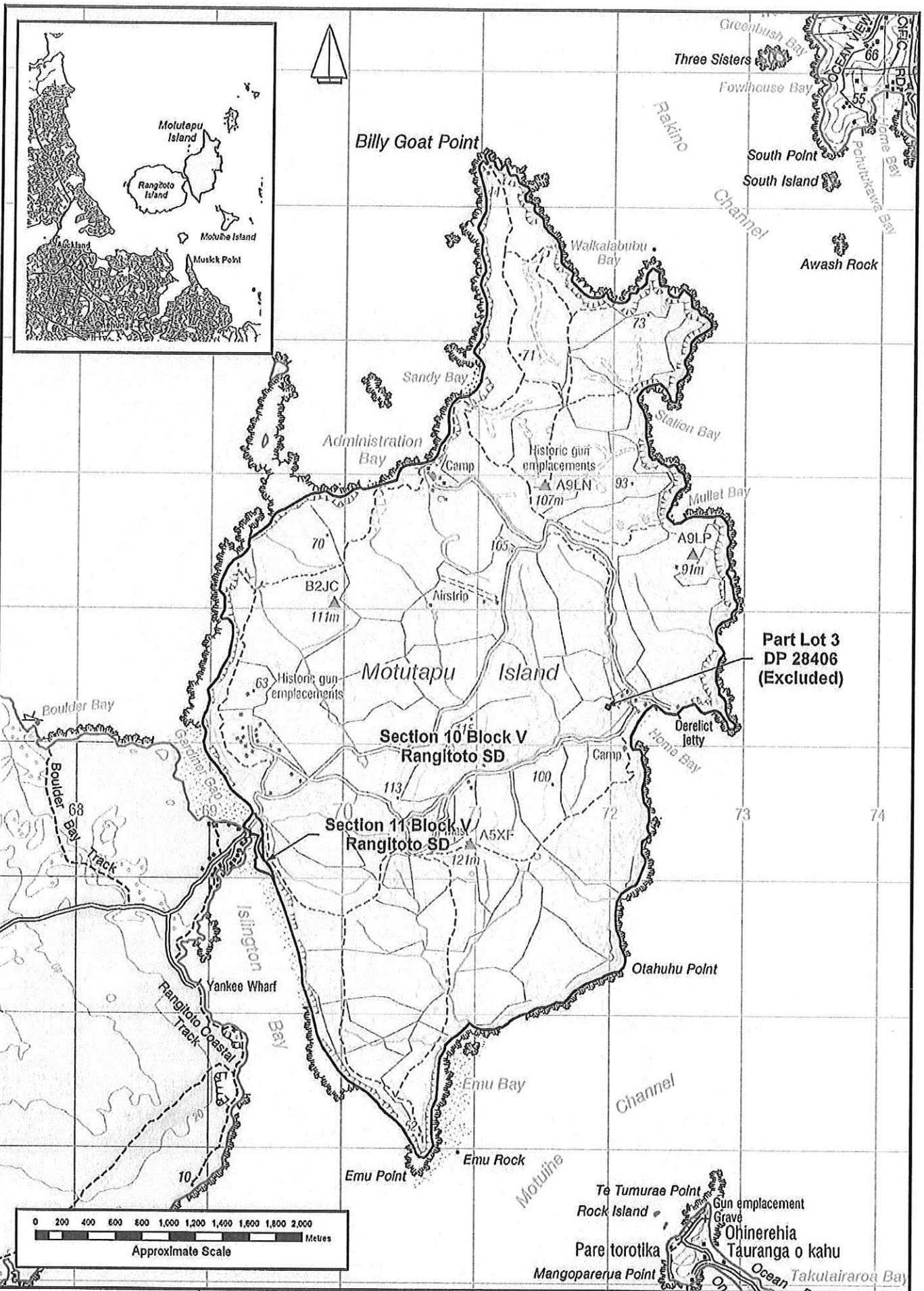
Tiritiri Matangi Island Scientific Reserve (SO 448554)




North Auckland Land District
 Territorial Authority:
 Auckland Council
 Compiled as a graphic representation. Boundaries are indicative only

Rangitoto Island Scenic Reserve
 Areas referred to in the deed of settlement
 of the historical claims of Ngā Mana Whenua o Tāmaki Makaurau

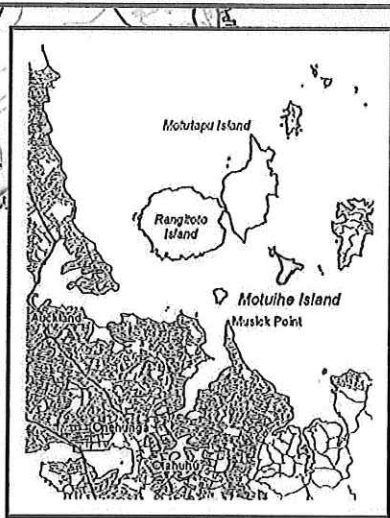
SO 448817



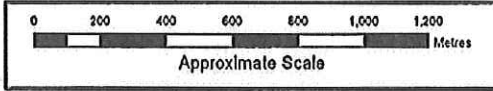
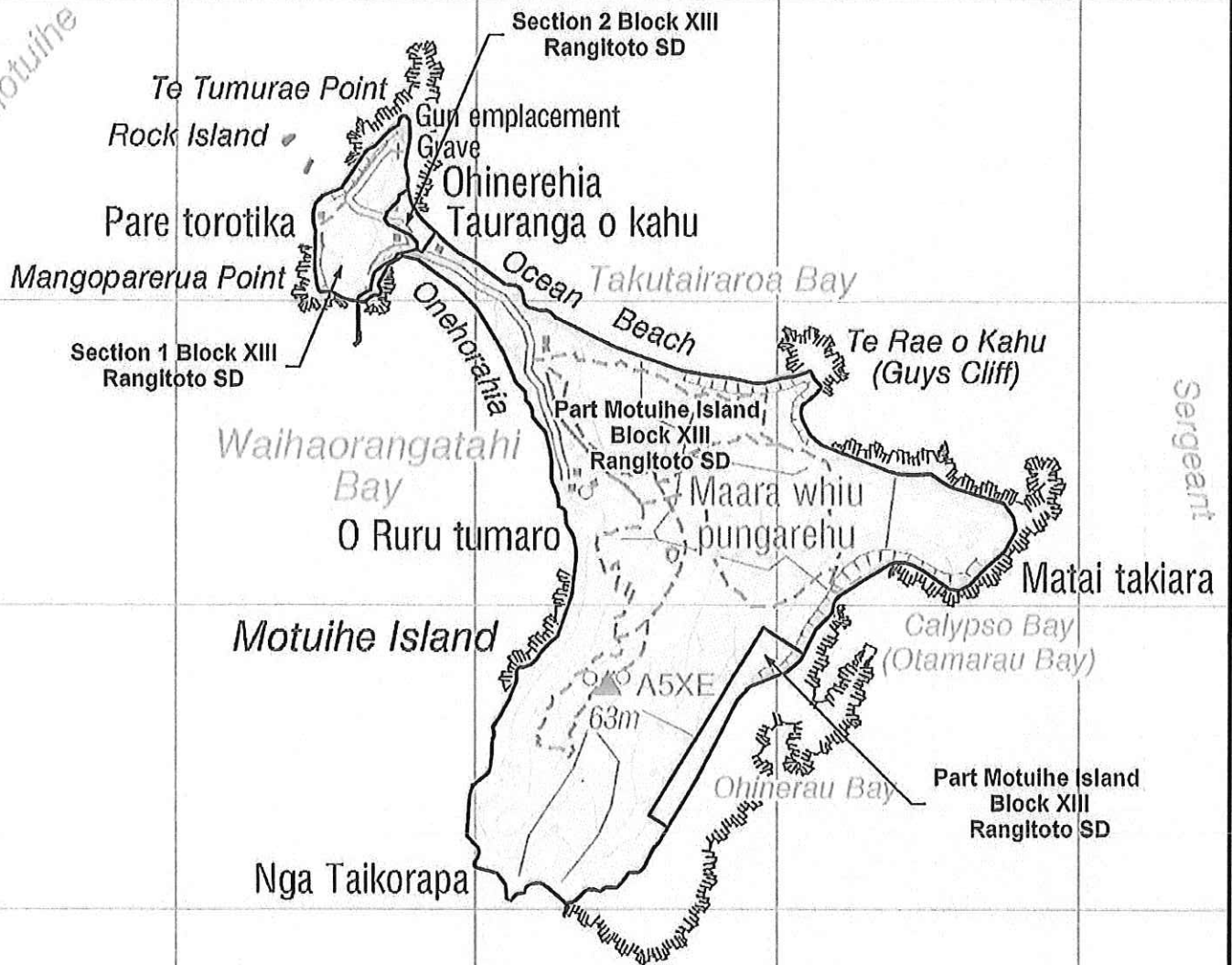

North Auckland Land District
 Territorial Authority:
 Auckland Council
 Compiled as a graphic representation. Boundaries are indicative only


Motutapu Island Recreation Reserve
 Areas referred to in the deed of settlement
 of the historical claims of Ngā Mana Whenua o Tāmaki Makaurau

SO 448556



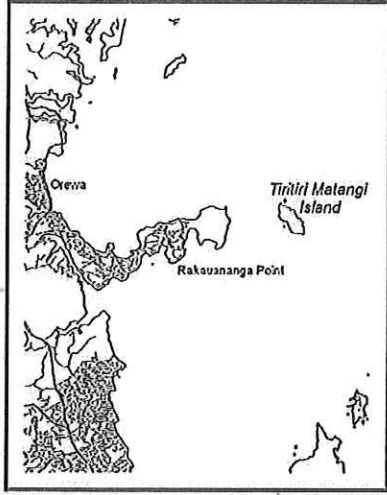
Wa




North Auckland Land District
 Territorial Authority:
 Auckland Council
 Compiled as a graphic representation. Boundaries are indicative only

Motuihe Island Recreation Reserve
 Areas referred to in the deed of settlement of the historical claims of Ngā Mana Whenua o Tāmaki Makaurau

SO 448555



Wooded Island



Bollons Rock

Northeast Bay

Shag Rock



Northwest Point

Section 6 Block III
Tiritiri SD80

The Arches

Fisherman Bay

Tiritiri Matangi
Island

Paa Point

64

Section 5 Block III
Tiritiri SD

Section 7 Block III
Tiritiri SD

Chinaman Bay

Section 8 Block III
Tiritiri SD

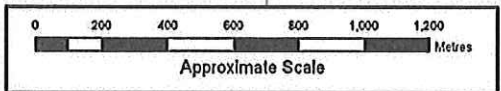
Section 2 Block III
Tiritiri SD

68

69

70

71



North Auckland
Land District
Territorial Authority:
Auckland Council
Compiled as a graphic
representation. Boundaries
are indicative only

Tiritiri Matangi Island Scientific Reserve

Areas referred to in the deed of settlement
of the historical claims of Ngā Mana Whenua o Tāmaki Makaurau

SO 448554

RECORD OF AGREEMENT

ATTACHMENT 6 – RFR AREA

This plan is only for the purpose of the Exclusive Right of First Refusal over Crown Land and to identify the area that Memorials will be removed from as referred to in the Deed of Settlement between the Crown and Nga Mana Whenua o Tamaki Makaurau
It is not intended for any other purpose.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of the Exclusive Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Nga Mana Whenua o Tamaki Makaurau.

Approved as to boundaries:

DRAFT - FOR DISCUSSION
for Nga Mana Whenua o Tamaki Makaurau

PURPOSES ONLY
for and on behalf of the Crown

Notes:

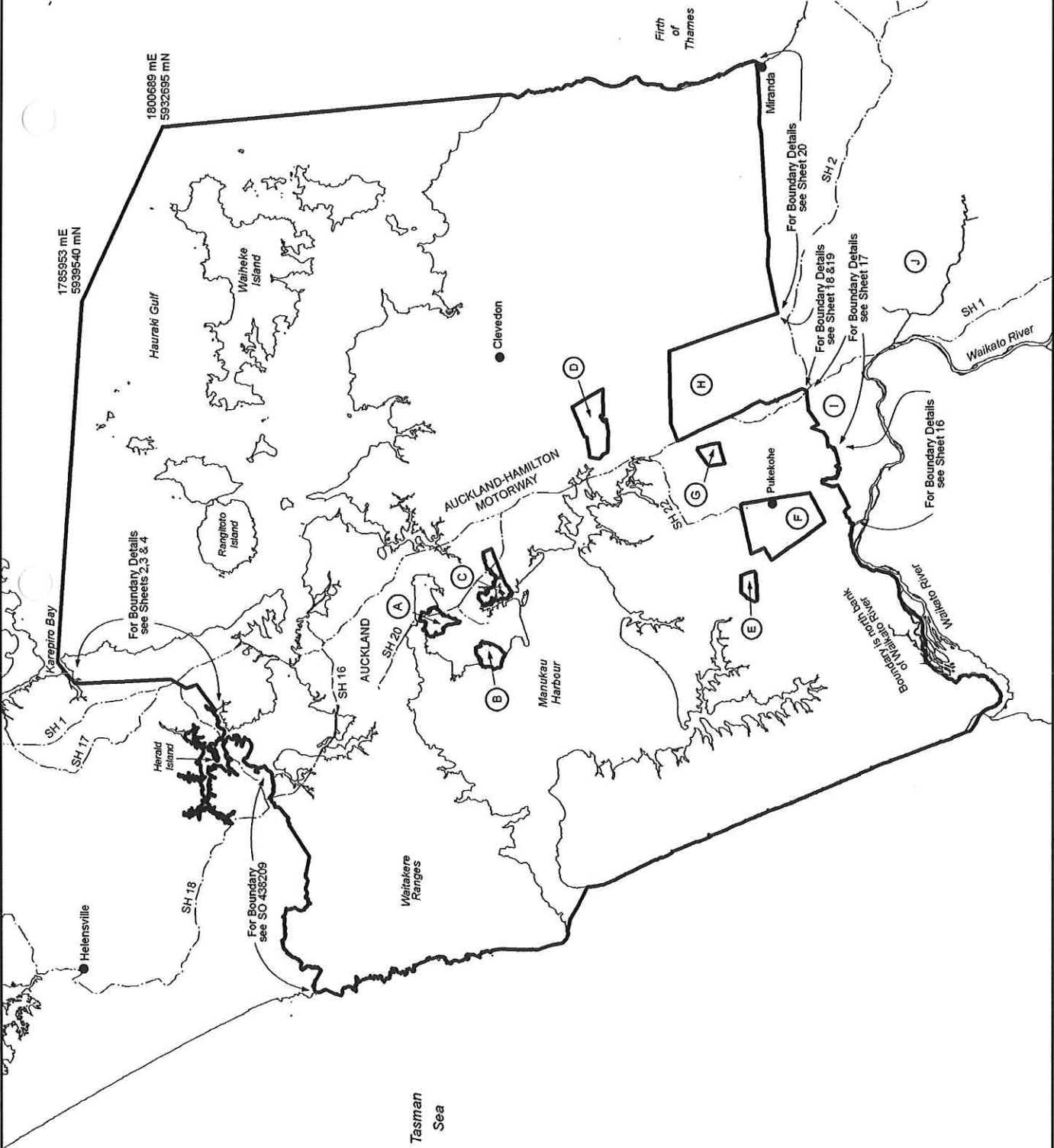
1. Exclusive Right of First Refusal Area (RFR Area) boundary is bold black line.
2. Coordinates are in terms of New Zealand Transverse Mercator 2000 (NZTM).
3. Base mapping sourced from Land Information New Zealand data. Crown copyright reserved.
4. For Boundary Details of Waikato RFR

- Areas see
A Sheets 5 & 6
B Sheet 7
C Sheets 8 & 9
D Sheets 10 & 11
E Sheet 12
F Sheets 13 & 14
G Sheet 15

SHOWN	CLAIM AREA	NZ GAZETTE
A	Mangere	1865 page 171
B	Inumatao	1865 page 171
C	Pukaki	1865 page 171
D	Kerikeri	1865 page 171
E	Patumahoe	1865 page 171
F	Pukekohe & West Pukekohe	1865 page 1 1865 page 15
G	Tuimata	1865 page 2
H	Pokeno	1865 page 1
I	Tuakau	1865 page 2
J	Central Waikato	1865 page 169 1865 page 265

File AEO-4082
Received
Instructions: June 2011

SO 443768



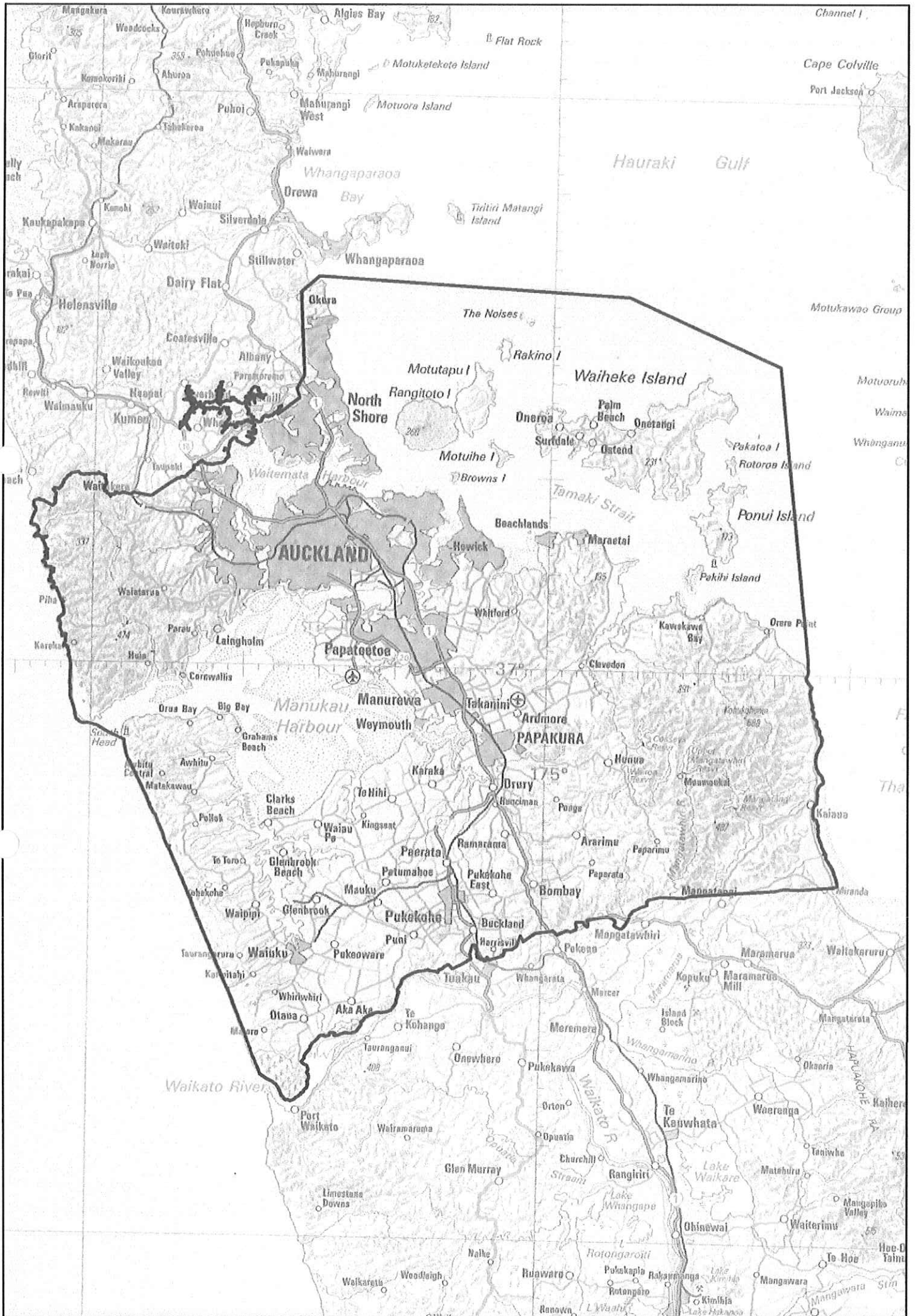
TERRITORIAL AUTHORITY: Auckland Council
Compiled by Sinclair Knight Merz Ltd
Scale 1:350,000 at A3 Date July 2011

Nga Mana Whenua o Tamaki Makaurau
Right of First Refusal Area

Land District: North Auckland

RECORD OF AGREEMENT

ATTACHMENT 7 – SETTLEMENT REGION MAP



RECORD OF AGREEMENT

**ATTACHMENT 8 –THE TREATY OF WAITANGI / TE TIRITI O
WAITANGI IMAGES**

Signed at Tāmaki (Karaka Bay):

Ngāti Paoa

Signed at Manukau (Onehunga):

Ngāti Whātua

Signed at Port Waikato:

Ngāti Te Ata

Signed at Waiau:

Ngāti Maru

Ngāti Whanaunga

Ngāti Paoa

B

Ko Whakatahi te Huini e Agarani i tana mahara utawhi ki nga Rangahia me nga Mapi e
 Na Terani i tana hiahia koki fia tehangia ki a ratou rangahiatanga me te ratou wenua, a hia
 manua hoki te Rongo ki a ratou me a atu neho koki, hua wakaaro ia ki maia haka hia tubua
 mai tetahi Rangahia ki kua wakarika ki nga tangata maori e Na Terani. Hia wakaatia e nga
 Rangahia maori te Kawanaatanga e te Huini ki nga wahi koka e te wenua me me nga meho.
 Na te mea hoki he hikomaha he nga tangata e tona hui hua neho kirkani wenua, a e hoere ma
 nei. Na, ko te Huini e hiahia ana kia wakarika te Kawanaatanga hia kano ai nga kine e
 puta mai ki te tangata maori ki te pakaha e neho hore hore ana. Na kua pai te Huini kia
 tubua a hua e Wirema Apitana, he Apitana i te Aitara Nawi, hia Kawana me nga wahi koka e
 Na Terani e tubua wenua amua atu ki te huini, e mea atu ana ia ki nga Rangahia e te haka
 wia wia e nga Mapi e mairani, me ora Rangahia atu, ena hore he korekore nei.

Ko te huarua. He nga Rangahia e te haka wia wia me nga Rangahia koka koki koki i ara
 ki tona Whakaminenga, ka tubu wia atu ki te Huini e Agarani atu, tona atu te Kawanaatanga
 koka e e ratou wenua

Ko te huarua. He pakuini e Agarani ka wakarika ka wakarika ki nga Rangahia ki nga Mapi,
 ki nga tangata koka e Na Terani te hua Rangahiatanga e e ratou wenua e ratou tangata
 e ratou tangata koka. He nga Rangahia e te haka wia wia, me nga Rangahia koka atu,
 ka tubu ki te Huini te haka wia wia e ora wahi wia wia e pa ai te tangata wia te wenua, ki te
 tikanga e ki atu e wakarika me e ratou he te hui hoki e meho wia e te Huini ki kua hoki meho.

Ko te huarua. He wakarika mai hoki hui me te wakarika ki te Kawanaatanga e te Huini,
 ka haka e kua wia e Agarani nga tangata maori koka e Na Terani. ka hua ki a ratou nga
 tikanga koka e ki hui ki ana wia ki nga tangata e Agarani.

By His Excellency's Command William Halliday
 Colonial Secretary

Na te waka ki nga Rangahia e te haka wia wia e nga Mapi e mairani ka haka wia wia ki hui
 he meho hoki te nga Rangahia e Na Terani, ka hui wia e te tangata e wia hui ka tangata ka
 wakarika koka e meho. Hia ka tehangia ai e meho hui e meho hui.
 Na meho hui ki hui tangata, i te hui e nga hui e hui, i te hui koka meho, meho hui,
 meho hui, e te hui hui.

Signed before us at

- | | | |
|-----------------|----------------|------|
| 20th March 1860 | Ho te Kawana | Mark |
| James Harrison | Ho te Tinana | Mark |
| | Ho te Parahi | |
| James Halliday | Ho Rewiri | Mark |
| James Whitson | Ho te Kawana | Mark |
| John Mitchell | Ho Tariki | Mark |
| Aug 21st 1861 | Ho Haupolcia | Mark |
| 25th | Ho Te Hare | Mark |
| June 25th | Ho Tawhiti | Mark |
| | Ho Hone Wadler | Mark |
| | Ho Te Whangata | Mark |
| Aug 27th | Ho Hone Wadler | Mark |
| 14 3rd | Ho Hone Wadler | Mark |

Table

The following table shows the results of the experiments conducted on the 15th and 16th of August 1881. The first column shows the number of plants, the second column shows the number of leaves, the third column shows the number of flowers, and the fourth column shows the number of fruits. The results show that the number of plants, leaves, flowers, and fruits all increase with the number of days after sowing.

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