

STATEMENT OF POSITION AND INTENT

BETWEEN THE CROWN

AND

TAURANGA MOANA IWI COLLECTIVE

DECEMBER 2011

**Statement of Position and Intent
between
the Crown and the Tauranga Moana Iwi Collective**

Introduction

1. Tauranga Moana (sea), Tauranga Whenua (land) and Tauranga Tangata (people) are defined by our location and environment. Our collective mana extends over a vast tribal estate. Like a great fishing net with the top strake at the summit of the Kaimai mountain range, across to Otawa and the bottom strake stretching out to the many islands including the marine environs represent the totality of our physical identity and include traditional and contemporary sources of sustenance and mana. Every inch of this land holds special significance to the hapū and iwi of Tauranga Moana. Our tribes are the only tribal groups in New Zealand identified collectively as 'Tauranga Moana' or the abbreviated form, 'the moana', as it is the moana that nourishes us physically and spiritually. The stories on the land and sea continue to be told and retold by successive generations, the spiritual connections to these places reiterated. This relationship was rendered asunder by the Crown's assumption of sovereignty through military incursion, land confiscation and other legal means; therefore the restoration of our mana upon our whenua and moana is paramount.
2. The Tauranga Moana Iwi Collective (**TMIC**) comprises the following Tauranga Moana iwi: Ngāti Ranginui, Ngāi Te Rangi and Ngāti Pūkenga.
3. The purpose of this Statement of Position and Intent is to summarise the current status of negotiations between the Crown and TMIC and outline the remaining steps required to reach final agreement on a collective redress.
4. This document will be used as the basis for the text for the final deeds of settlement between the Crown and Tauranga Moana iwi. This Statement of Position and Intent is not a binding agreement between the parties and in some parts redress will still need to be considered and confirmed by Ministers and/or Cabinet prior to inclusion in the deeds of settlement.

Progress to Date

5. Tauranga Moana iwi entered into a collective negotiations arrangement in 2010 in order to negotiate shared redress and became known as TMIC. This collective approach has required intensive engagement and has been very beneficial in resolving overlapping claims between Tauranga Moana iwi in respect to Crown lands.
6. On 15 December 2010 Tauranga Moana iwi were advised of the Crown's negotiation parameters in relation to TMIC. Between January and August 2011 the Crown and TMIC met on several occasions to ascertain collective iwi aspirations and expectations for settlement redress.

7. A revised list of priorities for collective redress was provided to the Crown on 12 August 2011 to which the Crown responded on 26 August 2011. The Crown's response included a project work plan that set out the milestones to be achieved in order to complete individual deeds of settlement for Tauranga Moana iwi in mid-2012. Those deeds will also record agreements made in terms of collective redress.
8. On 28 October 2011 the Crown provided TMIC with a draft Statement of Position and Intent which recorded progress made in the collective negotiations and outlined the remaining steps to finalise collective redress.
9. In summary, progress made to date in the TMIC negotiations is set out below in parts A–F. The structure of this Statement of Position and Intent will also be the basis for the structure of the individual deeds of settlement for Tauranga Moana iwi to be drafted.

Collective cultural redress

A. TMIC - Overarching Vision and Objectives

- TMIC aspirations are confirmed.

B. Moana Framework

- A working party has been formed with TMIC, Crown and local authority members to identify detailed requirements of a co-governance / co-management 'Mountains to the Sea' framework for the coastal area, harbour and surrounding waterways;
- TMIC negotiation position has been established;
- On-going discussions about a co-governance/co-management framework for the coastal area, harbour, surrounding waterways including the Rena Environment Recovery Plan are taking place; and
- Meetings have been held with local authorities.

C. Conservation redress

- A working party has been formed between TMIC and the Crown for the discussion and development of collective conservation-related cultural redress over public conservation land and other conservation resources;
- Sites of significance to individual iwi on public conservation land have been identified by TMIC;
- Case studies of cultural redress over public conservation land and possible approaches to redress over priority sites have been discussed by TMIC and the Crown; and
- The concept of Whenua Rangatira and single title collective ownership has been explored.

D. Regional Premium and Incentive Proposal

- a regional premium and incentive proposal has been presented and agreed; and
- a basis for recasting of the regional premium has been identified.

E. Collective financial and commercial redress

- core Crown surplus and non-core Crown properties for Rights of First Refusal have been identified;
- agreement has been reached on landbanked properties to be included in the Ngāti Ranginui settlement;
- on-going discussions are taking place to identify properties for Ngāi Te Rangi and Ngāti Pūkenga individual packages;
- discussions are taking place with Land Information New Zealand on process and valuation for Athenree Crown Forest;
- discussions are taking place to identify TMIC's interests in the Athenree Crown Forest;
- core Crown surplus and non-core Crown properties for Deferred Selection will be confirmed after Ngāi Te Rangi and Ngāti Pūkenga have identified the properties that will be included in their respective settlements; and
- core Crown surplus and non-core Crown properties for Sale and Leaseback to the Crown to be agreed by Cabinet will be confirmed after Ngāi Te Rangi and Ngāti Pūkenga have identified the properties that will be included in their respective settlements.

F. Other matters

- a pre-settlement leasing proposal has been entered into and leases for both untenanted and tenanted properties have been agreed;
 - discussions have been held on key issues relating to the Mauao Historic Reserve and a path forward has been identified;
 - funding has been identified for iwi to explore commercial opportunities including the purchase of Tauranga Port shares;
 - settlement legislation issues have been clarified, next steps have been identified and an overlapping claims strategy has been agreed.
10. Negotiations have now reached a stage where TMIC and the Crown wish to enter into this Statement of Position and Intent, confirming their intentions to reach full and final settlement of all historical claims of Tauranga Moana iwi that have been negotiated on a collective basis.

Recording the Agreement for Collective Redress

11. It is proposed that the individual deeds of settlement for Ngāti Ranginui, Ngāi Te Rangi and Ngāti Pūkenga will outline the individual and collective redress to be provided by the Crown to the Tauranga Moana iwi.
12. The vehicle for managing collective redress will be agreed by TMIC and the Crown prior to deeds of settlement being signed. This will include any co-governance and co-management arrangements required to implement any parts of the redress.

Cultural Redress

Section A: TMIC overarching vision and objectives

Tauranga Moana Iwi Collective aspirations, understandings and outcomes

13. The members of TMIC have indicated that, to iwi, co-governance and co-management means:
 - strategies that recognise and provide for iwi rights and interests in the environment, and for different worldviews;
 - meaningful participation at all levels of decision-making that affect their taonga;
 - negotiated arrangements with Crown agencies, regional government, and/or territorial authorities;
 - in relation to co-governance, meaningful participation in direction setting, decision-making, supervision, and monitoring performance;
 - in relation to co-management, involvement in day to day decisions and implementation; and
 - models that can include ownership and that usually provide for public access rights.

14. The aspirations of Tauranga Moana iwi have shaped their negotiating position which has been articulated by TMIC in the following terms:
 - references to Tauranga Moana, or the abbreviated term, the moana, include all ecosystems and habitats that make up the moana and its waterways;
 - recognition of their mana, rangatiratanga and kaitiakitanga over the moana is fundamentally important;
 - Tauranga Moana iwi seek ownership of all Crown titles (including marginal strips) and reclamations bordering the moana and awa;
 - new arrangements need to be developed for the purpose of revitalising, protecting and maintaining the health and wellbeing of the moana and revitalising the relationships Tauranga Moana iwi have with their moana including, by way of example, strategies to:
 - repair the effects of raupatu;
 - improve the water quality of the moana; and
 - restore the quality and quantity of kaimoana to sustainable levels;
 - such arrangements need to provide real and meaningful co-governance and co-management arrangements (given standard models of advisory boards and joint committees of councils do not meet iwi aspirations);
 - management functions should be brought together under a single joint management framework for the moana, and the whenua; and

- these arrangements should be resourced by the Crown at levels consistent with other Treaty of Waitangi settlements such as those for the Waikato River and Te Arawa lakes.

15. Outcomes that Tauranga Moana iwi aspire to include:

- restoration, protection and maintenance of the health and wellbeing of Tauranga Moana and the health and wellbeing of the people around the moana;
- direct involvement in policy development and decision making affecting Tauranga Moana similar to the Rena Environmental Recovery Plan where iwi are a part of the governance with relevant Ministers, the Bay of Plenty Regional Council chair and the mayors for the Western Bay of Plenty District Council and the Tauranga City Council;
- a single co-governance framework implemented through separate legislation;
- an ownership model of single title to collective iwi held land;
- use of the full range of tools available under existing and newly developed regulatory frameworks; and
- consistent good-faith on relevant issues.

Section B: Moana Framework

Co-governance/co-management framework for Tauranga Moana

Background

16. Tauranga Moana iwi continue to have profound relationships with awa, moana, maunga and whenua in the Tauranga Moana area. Those relationships have endured over countless generations. These natural resources are interconnected with the whanaungatanga ties between iwi and hapū of Tauranga Moana.
17. On 15 December 2010 Cabinet agreed to explore options with TMIC to meet their aspirations to participate in decision-making for Tauranga Moana (coastal area, harbour and surrounding waterways).
18. In the course of negotiations, TMIC outlined their aspirations for a co-governance and co-management framework for Tauranga Moana (coastal area, harbour and surrounding waterways), called the 'Tauranga Moana Framework'.
19. TMIC has emphasised the need for the Tauranga Moana Framework to have the necessary status to enable Tauranga Moana iwi to work more effectively with local authorities in the Tauranga area together with relevant government agencies such as the Department of Conservation, the Ministry for the Environment, Land and Information New Zealand, Ministry for Agriculture and Forestry, Ministry for Economic Development, and other agencies with a regulatory responsibility for the Moana (including the likes of Maritime New Zealand).
20. The Crown developed a discussion document in response to the Tauranga Moana Framework entitled: *Discussion Document: To assist the Development of a Co-Governance and Co-Management Framework: Tauranga Moana (Moana Framework)*. This Moana Framework was based on a 'mountains to the sea' planning concept. The Crown presented its discussion document to TMIC in September 2011.
21. The Tauranga Moana Framework acknowledges the aspirations of Tauranga Moana iwi as being:
 - protection of the health and wellbeing of the Tauranga Moana waterways and the health and wellbeing of the people around them;
 - direct involvement in policy development and decision making affecting Tauranga Moana and waterways;
 - use of the full range of tools under existing and a newly developed regulatory framework; and
 - consistent good-faith on relevant issues.
22. TMIC responded that the Tauranga Moana Framework did not go far enough in terms of specifying how iwi aspirations would be achieved. TMIC subsequently agreed in principle to continue work on framework and formed a working group to begin working through the detail of the framework with the Crown negotiating team (including specialists) and local authority representatives. Good progress has been made at meetings held through September to December 2011.
23. The Crown has indicated its willingness to negotiate a collective co-governance and co-management framework for Tauranga Moana iwi for inclusion in their respective

deeds of settlement. The detail of the framework will require consideration by Cabinet and is subject to the agreement of Cabinet.

Crown's parameters for negotiations

24. For the Crown, a co-governance and co-management framework for Tauranga Moana should:

- meet Treaty of Waitangi obligations and be informed by the reports of the Waitangi Tribunal concerning the Tauranga Moana claims;
- be consistent with natural resource guidelines (including the principle of public access) and marine and coastal area policy;
- preserve democratic local decision-making and action by and on behalf of communities (including preserving the role of, and final decision-making by, local authorities as provided in relevant legislation);
- provide an effective role for iwi in natural resource management;
- support the social, economic, environmental, and cultural wellbeing of communities in the present and for the future;
- promote sustainable management of natural and physical resources;
- improve and protect the health of the moana and the connected health of whānau, hapū and iwi;
- provide for customary interests and accommodate cultural diversity and more than one world view;
- be characterised by arrangements that are fit for purpose; and
- be characterised by arrangements that are durable and that will endure.

Working party progress

25. The Crown and TMIC have formed a working party (including local authority participation) to identify the detailed components that might be included in a co-governance/co-management framework. The core components of the framework under consideration by the working party include:

- establishment of a structural framework for co-governance;
- development and recognition of a direction-setting 'Mountains to the Sea' plan;
- the potential use and scope of joint management agreements between Tauranga Moana iwi and relevant local authorities;
- issues relating to the appointment of accredited hearing commissioners; and
- protection for customary activities related to the moana.

26. With respect to the structural framework for co-governance, the working party is analysing the possibilities for establishing a co-governance entity, including:

- an appropriate title for the entity;

- the size and structure of the entity's membership, including members' terms of office, who appoints them and chairing options;
 - the framework for decision-making including quorum, formal requirements and transparency and the public interest in the proceedings of the entity;
 - the legal status of the co-governance entity and how it is conferred; and
 - the implications of the arrangements established around the Rena Environment Recovery Plan.
27. The working party is analysing options for the purpose and functions of a co-governance entity. A possible purpose of the co-governance entity could be to promote the sustainable management of Tauranga Moana through exercising functions which may include:
- engaging with and providing advice and direction to the relevant authorities in relation to achieving the purpose of the entity;
 - receiving advice and information from relevant agencies which may impact on the achievement of the entity's purpose;
 - forming alliances with research and education institutes to increase knowledge about the Tauranga Moana waterways, harbour and coastal area and raise awareness;
 - assisting in the establishment and maintenance of a pool of iwi commissioners who are accredited under a programme approved and notified under section 39A of the Resource Management Act 1991;
 - those consistent with the Rena Environmental Recovery Plan Governance Entity
 - preparing, promoting and overseeing the Mountains to the Sea Plan; and
 - monitoring the effectiveness of the Plan.

Next steps

28. With respect to the 'Mountains to the Sea' Plan, the working party is considering and analysing:
- the purpose and function of such a plan within the co-governance framework;
 - the nature of the content and scope of the plan;
 - where responsibility should sit for preparation of the plan;
 - provisions for review of the plan;
 - the process for preparing and reviewing the plan;
 - synchronising the plan's cycles with other planning documents, particularly plans made under the Resource Management Act; and
 - the legal weight to be given to the plan.
29. The working party will complete this work in early February 2012 for Cabinet consideration.

SECTION C: Public Conservation Land

Background

30. For the Crown, cultural redress over public conservation land is designed to reconnect iwi to places of spiritual, cultural and historic importance to iwi which are located on public conservation land.
31. There are a range of cultural redress instruments which can be applied to sites of significance to iwi that make up a cultural redress package. These include:
 - non-exclusive recognition through statutory acknowledgements (which strengthen the involvement of iwi in Resource Management Act processes) and deeds of recognition (which strengthen the involvement of iwi in the Department of Conservation's operational planning matters);
 - overlay classifications (a high level of recognition for special places that act on the Department of Conservation's day to day and strategic management of a site); and
 - transfer of land into iwi ownership with appropriate protections for conservation values.
32. Cultural redress related to conservation is intended to strengthen iwi involvement and influence over the Department of Conservation's management of places and taonga of importance to iwi, and enhance the working relationship between the Department of Conservation, the TMIC and the individual iwi of Tauranga Moana.

Workshops

33. A series of workshops between TMIC and the Crown have been held to identify iwi interests in public conservation land and aspirations for ownership, co-governance and co-management. Six workshops were held in October and November 2011 to identify types of ownership, co-governance and co-management of public conservation land in the Collective's area of interest, and clarify iwi aspirations for cultural redress, as well as discuss Department of Conservation planning and decision making processes.
34. During this series of workshops there has also been free and frank discussion of case studies of cultural redress over public conservation land and the concept put forward by TMIC of whenua rangatira as an ownership approach.

Crown position on public conservation land

35. The Crown is not prepared to consider the transfer of all public conservation land within the TMIC area of interest (approximately 50,000 hectares). This includes the most recent revised proposal by TMIC that the iwi take full responsibility of the title and pay for the full operational costs of maintaining public access and ecological values, with iwi having the responsibility of the Director General of Conservation.
36. Instead, the Crown will continue to work with TMIC's conservation working group to identify the priority cultural sites on public conservation lands and develop appropriate cultural redress elements for consideration as part of a final redress

package for TMIC. Concurrently the parties will agree any conservation-related redress for individual iwi settlement packages.

TMIC Priority sites

37. TMIC has identified priority maunga within the TMIC area of interest over which redress is being sought. These maunga are Otawa, Ōtanewainuku, Pūwhenua and Te Pae o Kaimai.
38. TMIC has emphasised to the Crown the importance of Te Pae o Kaimai, including but not limited to the maunga Hiwiroa, Te Weraiti, Ngātamahinerua, Waianuanu, Te Aroha and the tracks Arapohatu, Wairere and Te Tuhi.
39. TMIC has also identified Ngā Kuri a Whārei as a place of importance to Tauranga Moana iwi.
40. TMIC has confirmed to the Crown the importance of Motuotau, Kārewa and Tuhua, and have advised that recognition of these motu will be negotiated by the Crown with iwi and the ahi kaa of the motu.

Proposed Redress

41. The Crown acknowledges the strength and focus of the Tauranga iwi as kaitiaki of the future connection of Tauranga Moana iwi with sites of spiritual, cultural and historic importance to Tauranga Moana iwi through the Treaty settlement process.
42. TMIC and the Crown agree that more work is required to develop the proposals for redress relating to public conservation land and accordingly agree in good faith to explore mechanisms that can meet the aspirations of TMIC, including but not necessarily limited to:
 - a) return of land; and
 - b) co-governance and co-management arrangements.
43. Any cultural redress that may be offered over public conservation land will be subject to Cabinet approval and the satisfactory resolution of overlapping claims.

Next steps

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

SECTION D: Regional Premium and Incentive Proposal

45. During negotiations TMIC proposed that the Crown consider a regional premium to acknowledge the Tauranga Moana iwi taking a collective approach to their negotiations. The Crown responded in December 2010 by offering to explore a regional premium for the collective which may take the form of a Crown contribution to a cultural centre (or any other agreed project), subject to discussions with the Tauranga City Council, the Tauranga Moana Museum Trust and any relevant third parties.
46. The Crown has agreed to make a contribution of \$5 million towards an agreed project and to facilitate relationships with local government and cultural agencies. However, the Crown is not prepared to cover total capital costs or future operational expenditure.
47. In early December 2011, TMIC met to discuss whether the regional premium could be divided and allocated to individual iwi in their respective iwi settlement packages. Those discussions did not culminate in a unanimous agreement and two iwi now seek a decision from the Minister for Treaty of Waitangi Negotiations (**the Minister**).
48. Officials will submit a report to the Minister outlining the issues arising in respect of the regional Incentive and seeking a decision on whether the regional premium will be allocated to individual iwi settlement packages and if so in what proportions.
49. The Minister's decision will be advised to the TMIC representatives as soon as possible.

SECTION E: Collective Financial and Commercial Redress

Commercial redress properties

Crown properties

50. TMIC has indicated to the Crown that iwi seek the return of all Crown land to iwi individually or collectively.
51. During the course of negotiations TMIC requested the Crown to explore a range of redress options in respect of:
 - core Crown surplus properties;
 - core Crown non-surplus properties;
 - non-core Crown properties; and
 - Athenree Crown Forest.

Core Crown Surplus Properties

52. The Crown has agreed to offer to TMIC the right to purchase remaining surplus core Crown properties in the Crown Landbank (not already offered in the packages of each individual iwi) under a deferred selection process (**DSP**) for a period of 2 years after date of settlement. The Crown will seek Cabinet agreement to extend the period of the DSP.
53. Ngāti Ranginui has completed their selection of Crown land bank properties to be included in their deed of settlement. Ngāi Te Rangī and Ngāti Pūkenga are in the process of finalising their selection.
54. At the request of TMIC, the DSP of properties not included in individual deeds of settlement will be granted to and exercisable by a Joint Venture Holding Entity (**JVHE**) owned by Tauranga Moana iwi.

Next steps

55. By the end of February 2012 TMIC will endeavour to:
 - agree the final Crown land bank properties to be included in iwi packages with each iwi;
 - identify and agree which remaining properties will be subject to a DSP to be exercised by the JVHE; and
 - identify properties that are not sought by either TMIC or individual iwi to be released from the Tauranga Landbank for sale.
56. If Ngāi Te Rangī has not completed their respective property selections by February 2012 then Ngāti Ranginui will seek further gifting within the Te Papa block in accordance with the internal TMIC and Te Papa agreements.

*Core Crown Non-Surplus Properties**Sale and Leaseback*

57. TMIC has expressed its preference to purchase core Crown non-surplus properties, subject to a leaseback to the relevant agency. The Crown undertakes to explore this proposal. Provisions of sale and leaseback on any properties are subject to final Cabinet approval and to the agreement of purchase and leaseback terms by the relevant agency.
58. The core Crown non-surplus properties that TMIC is seeking to purchase and leaseback are those held by the Department of Corrections, New Zealand Police, New Zealand Defence Force, Ministry of Justice, Ministry of Education, New Zealand Transport Authority, Bay of Plenty District Health Board, New Zealand Fire Service, and Housing New Zealand Corporation lands.

Right of First Refusal

59. In the event that the sale and leaseback arrangements are not agreed, the Crown has agreed to offer to Tauranga Moana iwi a right of first refusal (**RFR**) for a period of 171 years from settlement date over certain core Crown non-surplus properties. At the request of the Tauranga Moana iwi RFRs will be, unless agreed otherwise, granted to and exercisable by the JVHE. Cabinet approval for this arrangement will be required.
60. The following agencies have agreed to offer RFR over their properties in the Tauranga region:
- Ministry of Education (**MoE**);
 - New Zealand Police (**NZ Police**);
 - New Zealand Defence Force (**NZDF**);
 - [Ministry of Justice (**MoJ**) – To be confirmed]; and
 - Department of Corrections (**Corrections**).
61. TMIC and the Crown will continue to explore RFRs over Housing New Zealand Corporation properties.
62. By the end of February 2012 TMIC will endeavour to:
- agree upon the final core Crown non-surplus properties to be included in individual iwi packages;
 - identify and agree which remaining properties will be subject to an RFR to be exercised by the JVHE; and
 - identify properties that are not sought by either TMIC or individual iwi.
63. If Ngāi Te Rangī has not completed their property selection by February 2012 then Ngāti Ranginui will seek further gifting within the Te Papa block in accordance with the internal TMIC and Te Papa agreements.

64. The deeds of settlement will make provision for sale and leaseback arrangements and/or provide the JVHE with RFRs (subject to any of the properties first being included in the offers to individual iwi) over the core Crown non-surplus properties including, but not necessarily limited to, those listed in **Table One below**. Any RFR will have immediate effect from date of settlement, will be on similar terms and conditions as recent Treaty settlements, and will be for a period of at least 171 years.

Table One: Core Crown non surplus properties

Agency:	Physical Address:	Legal Description:	Notes
Corrections	65 St John Street Tauranga	471 Sec 2 TN OF Tauranga	Community Probation Centre
NZ Police	244 Chadwick Rd Gate Pa	SEC 1 SO 59532	Greerton Police Station
NZ Police	Salisbury Ave Mt Maunganui	Pt Sec 4 BLK 7 Tauranga SD SO Plan 29946	Te Maire
NZDF	39 Greerton Rd Greerton	SEC 1 SO 58996 (CT 50C/48)	Army house and vacant land
NZDF	Eleventh Av Devonport Rd	Pt Lot 12 DP 969	Army centre
[MoJ] – To be confirmed	[Tauranga Court House]	[Lot 1 DP 30396 QPID 517669]	
		[Lot 2 DP 30396 QPID 517669]	
		[Lot 1 DPS 56643 QPID 517668]	
MoE	Arataki School	PART LOT 5 DP 30237	
MoE	Bellevue School (Tauranga)	LOT 8 DP 11607	
		LOT 9 DP 11607	
		Pt Lot 4 DPS 1024 and Pt Lot 3 DPS 1024	
MoE	Bethlehem School	LOT 3 DPS 79204	
		PART ALLOTMENT 94 TE PAPA PARISH	
		PART LOT 2 DP 27987	
		LOT 3 DPS 79204	
		PART LOT 3 DP 27987	
MoE	Brookfield School	LOT 2 DP 35801	
		LOT 9 DP 20106	
		PT LOT 4 DP 14996	
		Section 2 , Part Lot 1 DP SA1001	
MoE	Gate Pa School	PT SEC 3 BLK X TAURANGA SD	
MoE	Greenpark School (Tauranga)	PART ALLOTMENT 29 PARISH OF TE PAPA	
MoE	Greerton Village School	PART ALLOTMENT 206 AND ALLOTMENT 207 208 AND 209	
		PART LOT 2 DP 29930	

Agency:	Physical Address:	Legal Description:	Notes
MoE	Kaimai School	PART LOT 7 DP 14088	
MoE	Kaka Street Special School	LOTS 57 AND 58 DP 8085	
		LOTS 59 AND 60 DP 8085	
MoE	Katikati College	LOT 1	
		LOT 26	
		PART ALLOTMENT 47 TAHAWAI PARISH	
MoE	Katikati Primary School	LOT 1 DP 33016	
		PT ALLOTMENT 44 AND ALLOTMENT 72 TAHAWAI PARISH	
MoE	Matua School	PART LOT 1 DP 18965	
MoE	Merivale School	CLOSED ROAD	
		LOT 1 DP 4040	
		LOT 116 DP 7064	
		PART LOT 11 DP 2042 AND LOT 10 DP 4022	
		PART LOT 6 DP 2042	
MoE	Mt Maunganui College	PART LOT 2	
		PART LOT 1 DP 30216	
		PART LOT 3 DP 1500	
		LOT 43 DP 725	
		PART LOT 39 LOTS 40 - 42, 44 - 50, PT LOT 64, LOTS 65 - 75 DP 725	
MoE	Omanu School	LOTS 205 206 207 AND 232 DP 904	
MoE	Oropi School	ALLOTMENT 391A TE PAPA PARISH	
MoE	Otumoetai College	LOT 1	
		PT LOT 1 DPS 1024	
MoE	Otumoetai Intermediate	LOT 1 DP 3178	
		PART LOT 1 DP 1024	
MoE	Otumoetai School	ALLOT 644 TE PAPA PARISH	
		LOT 2 DP 30217	
MoE	Pahoia School	ALLOTMENT 320 PARISH OF APATA	
		PART ALLOTMENT 11 PARISH OF APATA	
		PT SECTION 9S APATA SETTLEMENT	
		SEC 8S APATA SETTLEMENT	
MoE	Papamoa School	PT LOT 3 DP 1560	
		PT ALLOTMENTS 110A	

Agency:	Physical Address:	Legal Description:	Notes
MoE	Pillans Point School	PT ALLOTMENTS 110A AND 110B TE PAPA PARISH	
MoE	Pyes Pa Road School	CLOSED ROAD	
		SECTION 14 BLOCK VI OTANEWAINUKU SURVEY	
		SECTION 17 BLOCK VI OTANEWAINUKU SURVEY DISTRICT	
MoE	Selwyn Ridge School	LOT 1	
		PART SECTION 15 BLOCK XV TAURANGA SURVEY DISTRICT	
MoE	Tahatai Coast School	Lot 1 DPS 78496 and Sect 1 SO 60557	
MoE	Tauranga Boys' College	Allotments 554-562 Section 2 Town of Tauranga	
		Allotments 604-613 Section 2 Town of Tauranga	
		BLOCK 32 CHURCH MISSION RESERVE TOWN OF TAURANGA	
		LOT 14 DP 959	
		Lots 12-15 and Part Lots 3,7,16 and 20 DP14326	
		PT LOT 4 DP 29095	
		Section 1 SO 61395	
MoE	Tauranga Girls' College	LOT 8	
		LOTS 4 5 AND 6	
		PART LOT 7 DP 11061	
MoE	Tauranga Girls' College	PART SECTION 1 BLK X TAURANGA SURVEY	
MoE	Tauranga Intermediate	PT ALLOTMENTS 25 26 AND 27 SUBURBS OF TAURANGA	
		PT LOT 2 DP 35258	
MoE	Tauranga Primary School	LOT 1 DP 10739 PART LOTS 1 2 AND 3 OF SECTION 2 DP 225 AND PART BLK 25 CHURCH MISSION RESERVE TOWN OF TAURANGA	
		Lot 1 DP 15723	
		LOT 2 DP 481	
		LOTS 1 - 12 OF SECTION 1 DP 225 AND PART BLK 25 CHURCH MISSION RESERVE TOWN OF TAURANGA	
		PART LOT 3 DP 4816	

Agency:	Physical Address:	Legal Description:	Notes
MoE	Tauriko School	PT ALLOT 87 DP 15807 PARISH OF TE PAPA	
MoE	Te Akau ki Papamoa Primary School	LOT 163	
MoE	Te Ranga School	PART NGĀTIPAHIKO B3C8B BLOCK DP 19128	
MoE	Te Wharekura o Mauao	Lot 1 DP 306685	Bethlehem Sec (proposed)
		Lot 1 DP 307084	Bethlehem Sec (proposed)
		Lot 2 DP 307084	Bethlehem Sec (proposed)
MoE	Te Kura Kaupapa Māori o Otepou	PART PAPAMOA NO 2 SECTION 2B NO 1 BLOCK	
MoE	Waihi Beach School	PT 2 DP 22757	
		STOPPED ROAD	
MoE	Waihi Central School	CLOSED ROAD	
		PART OHINEMURI NO 7 BLOCK	
MoE	Waihi East School	LOT 1 DP 401302	
		PART OHINEMURI 8 BLOCK	
		SECTION 1043 TOWN OF WAIHI	
		SECTION 316A TOWN OF WAIHI	
		LOT 1 DP 401302	
		PART OHINEMURI 8 BLOCK	
		SECTION 1043 TOWN OF WAIHI	
		SECTION 316A TOWN OF WAIHI	
MoE	Waimata School	SECTION 45 BLK IV AROHA SD	
		STOPPED RD	
MoE	Welcome Bay School	LOT 31	
MoE	Whakamarama School	WHAKAMARAMA PART 1C1A5 BLOCK	

Non-core Crown Properties

65. The Crown has previously agreed to explore the possibility of a RFR to be applied to some non-core Crown properties for a similar period as that offered for core Crown properties. The following agencies have agreed to offer 50 year RFR's over some or all of their respective properties in the Tauranga region:

- New Zealand Transport Authority (NZTA)
 - Bay of Plenty District Health Board (BoPDHB)
 - [New Zealand Fire Service – To be confirmed]
66. TMIC has indicated its acceptance of this offer but has asked the Crown to pursue area-based RFR's for all agencies rather than property-specific RFRs. The Crown will raise this with the above agencies and confirm their position in the draft deeds of settlement prior to initialing.
67. NZTA has indicated its preference for an area-based RFR to be implemented over land held by NZTA for roading purposes. This is due to the constant turnover of NZTA administered properties. Properties currently in NZTA possession may be incorporated (in full or part) in highway or declared surplus prior to settlement. There may also be new properties that come into NZTA ownership.
68. For now, the deeds of settlement will provide the JVHE with a RFR over the non-core Crown properties listed in **Table Two below**, but not necessarily limited to those listed. The RFR will have immediate effect from settlement date, will be on similar terms and conditions as recent Treaty settlements, and will be for a period of at least 50 years from the settlement date.
69. The Crown also notes TMIC's interest in the Bay of Plenty Polytechnic properties which were taken under the Public Works Act. The Crown undertakes to investigate this further.

Table Two: RFR over non-core Crown properties

Agency:	Physical Address:	Legal Description:	Notes
NZTA			Propose area RFR
BoP DHB	2 Miro Street	LOTS 19-21 DP 35813	Hostel
BoP DHB	4/110 Hamilton Street	FLAT 4 DPS 18328 ON LOT 280 SEC 1 TGA TOWN	Residential
BoP DHB	31 Eighteenth Avenue	LOT 68 DPS 8085 TGA SUBS	Residential
Fire Service	Tauranga Fire Station	Lot 1 Deposited Plan South Auckland 8857	TBC
Fire Service	Papamoa Fire Station		TBC
Fire Service	Te Puke Fire Station		TBC
Fire Service	Greerton Fire Station		TBC
Fire Service	Omokoroa Fire Station		TBC
Fire Service	Katikati Fire Station		TBC
Fire Service	Athenree Fire Station		TBC
Fire Service	Waihi Beach Fire Station		TBC
Fire Service	Waihi Fire Station		TBC

Right of First Refusal terms and conditions

70. The individual deeds will provide that the JVHE is to have a RFR 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 to be agreed between the

Crown and TMIC. The definition of RFR land may be amended to exclude certain Crown land, and include certain land owned by other entities.

71. The RFR is to be on terms to be agreed and set out in the settlement legislation and, in particular, will apply –
- for a term of 171 and/or 50 years from the effective date; and
 - 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 (except for Crown agencies that agree to an area based RFR); and
 - (b) is not being disposed of in the circumstances to be agreed and set out in the individual / collective legislation.
72. The process of the RFR will be conducted on the same basis in general terms as in other RFR offered by the Crown in recent Treaty settlements.
73. Some of the other features of the RFR are:
- the offer to sell must be:
 - (a) made to the JVHE which may nominate itself or another entity as purchaser; and
 - (b) capable of acceptance for 40 business days, or 20 business days if there has been a previous offer.
 - 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 JVHE with the JVHE to receive notice on or before the day that is 20 business days before disposal including the written contract for the disposal;
 - the RFR will not apply to a disposal to the Crown or Crown bodies but, in those circumstances, the RFR continues to apply to the RFR land in question;
 - A disposal of RFR land under section 40 of the Public Works Act 1981, or equivalent legislation, is permitted;
 - [another of the circumstances in which is where disposal of the RFR land is permitted is a disposal for state housing purposes or for social housing] objectives;
 - RFR land that is to be included in an individual comprehensive settlement of any iwi/hapū of Tauranga Moana must be removed from the statutory area RFR; and
 - the fact that RFR land is subject to the RFR will be noted on any title to RFR land.

Athenree Crown Forest

74. The Crown will offer Athenree Crown Forest Licensed Land (**Athenree CFL**) to TMIC subject to the interests of the Hauraki collective being addressed by February 2012.

75. TMIC seeks confirmation from the Crown as to the extent of the share in the Athenree CFL for TMIC and the next steps in terms of the agreed valuation process.
76. In order to provide confirmation, the Crown requires an immediate response to the proposed process to resolve the matters between TMIC and the Hauraki Collective outlined in the Minister's letter of 5 July 2011.
77. If TMIC agrees to the process the Crown would appreciate receiving a summary of any matters TMIC considers the Crown should take into consideration in developing a preliminary view of an appropriate split of the Athenree CFL between Tauranga Moana iwi and the Hauraki Collective.
78. The Crown also seeks TMIC's confirmation that TMIC remains committed to apportioning the Athenree CFL within a joint holding company, or similar, as opposed to a physical division of the property.
79. It will be important for the Crown, TMIC and the Hauraki Collective to have confirmed the percentages for the respective groups by the time of the initialling of the Ngāti Ranginui deed of settlement.

SECTION F: Other matters

Pre-Settlement Leasing Proposal

80. TMIC requested that the Crown grant a head lease for nominal consideration over the core Crown surplus properties in favour of the TMIC Leasing Company, to apply until settlement date. The TMIC Leasing Company was established specifically for this purpose.
81. The Crown agreed to enter into a lease arrangement with the TMIC Leasing Company for nominal consideration for the period 1 January 2012 until settlement date over:
- all untenanted core Crown surplus properties in the Tauranga Landbank; and
 - certain core Crown surplus tenanted properties in the Tauranga Landbank over and above \$300,000 net surplus income.

Untenanted properties

82. A Deed of Lease granting to TMIC the lease for the untenanted properties has been agreed between the Office of Treaty Settlements and TMIC. This lease allows TMIC to take over the responsibilities of the Crown in relation to the properties and allows TMIC to enter into lease arrangements with individuals / groups who wish to lease the properties.

Tenanted properties

83. A Concurrent Lease for the tenanted properties has been agreed between the Office of Treaty Settlements and TMIC. Separate Concurrent Leases will be / has been provided for each tenanted property. Once the leases are finalised, letters will be sent to current tenants advising them that the effect of the Concurrent Lease is that TMIC becomes their immediate landlord and that it does not change any of the rights and obligations granted to the tenant by the Office of Treaty Settlements pursuant to the lease. It will also advise that all rent and other moneys payable from 1 January 2012 are to be paid to TMIC. A flow chart will be included with this letter setting out the relationship between the Office of Treaty Settlements, TMIC and the tenant.
84. Management arrangements (including the Crown's comfort with the final form and structure of the TMIC Leasing Company) are currently being discussed.

Mauao

85. Mauao has been identified as a key priority by TMIC in the list of priorities presented to the Office of Treaty Settlements on 12 August 2011.
86. TMIC aspires to develop and implement a joint governance and management model for the Mauao historic reserve.
87. The Crown acknowledges that Mauao is important to TMIC. Although Mauao is not included in the Crown negotiation parameters, discussions about Mauao will be included in the context of other negotiation work streams such as the Moana Framework where possible.

Funds to pursue commercial opportunities (limited to Ngāi Te Rangi and Ngāti Pūkenga)

88. Individual offers of funding to enable Tauranga Moana iwi to pursue commercial opportunities were made to Tauranga Moana iwi in December 2010. Upon confirmation from Ngāi Te Rangi and Ngāti Pūkenga that they intend to take up this offer the Crown will send a formal letter of introduction to relevant organisations.

Other Issues for Discussion

89. The Crown and TMIC acknowledge that there may be certain other matters which are the subject of historical claims still to be discussed and/or agreed in the negotiations and agree to discuss these following the signing of this document for possible inclusion in the deeds of settlement and settlement legislation.
90. The Crown will work with TMIC to explore the repeal of the Tauranga Moana Maori Trust Board Act 1981 through settlement legislation.
91. The Crown and TMIC agree;
- to enter into discussions about relationships with key statutory agencies regarding the long-term protection and maintenance of sites of significance including kōiwi, tūpāpaku and archaeological resources; and
 - TMIC will enter into discussions with the Ministry of Culture and Heritage (and the NZ Historic Places Trust) regarding the long-term protection and maintenance of sites of significance including kōiwi, tūpāpaku and archaeological resources and explore the development of a long-term strategy and action plan for these cultural heritage resources.

Settlement Legislation, Conditions and Termination

92. This section describes the settlement legislation, post-settlement governance arrangements, deed and settlement conditions, the effect of the deed, and termination clauses.

Status of this Document

93. The parties acknowledge that this document is a summary of the position reached in the negotiations to date. It is entered into without prejudice to the respective positions of the parties.

94. The parties further acknowledge that because this document is a summary of the position reached in the negotiations, it is not legally binding and does not create enforceable legal relations. The objective of the parties is to reach final deeds of settlement that will be binding according to terms specified.

95. As a consequence of the acknowledgements recorded above, this document is not to be used as evidence, or as an interpretative guide in aid of any matter, in any proceedings before, or presented to, the Courts, the Waitangi Tribunal, or any other judicial body or tribunal. However, this document can be produced to prove its existence and to prove any of the matters referred to in this clause.

Next Steps

Continue Negotiations

96. Negotiations will continue with a view to the Crown and TMIC reaching agreement of outstanding issues and concluding deeds of settlement with Tauranga Moana iwi by 30 June 2012.

Overlapping Claims

97. The Crown must be satisfied that overlapping claims have been dealt with appropriately before agreement can be reached on settlement redress for all the historical Treaty of Waitangi claims made by the Tauranga Moana iwi. Certain items of redress being considered for inclusion in the settlement redress for TMIC may need to reflect the importance of an area or feature to other claimants.
98. The Office of Treaty Settlements is willing to facilitate meetings between TMIC, other claimants and interested third parties for the resolution of overlapping claims.
99. The proposed strategy for addressing overlapping claims in the area of interest of TMIC, includes:
- public release of this Statement of Position and Intent, including its publication on the Office of Treaty Settlements website;
 - the Crown advising other claimants with overlapping interests and other interested third parties of the redress being considered for TMIC in order to ascertain the nature of their interests and the extent of any overlaps;
 - the Tauranga Moana iwi entering into discussions with other claimants and interested third parties to resolve overlapping interests;
 - TMIC providing the outcome from the above discussions to the Crown on a timely basis;
 - the Crown writing to other claimants with overlapping interests and other interested third parties to ascertain their level of agreement to the redress being considered for TMIC;
 - the Crown identifying any unresolved overlapping claims and developing processes to ensure overlapping interests are satisfactorily resolved. This may include offering Crown facilitation or independent mediation;
 - advising the Minister on the status of the above discussions, including unresolved issues; and
 - requesting the Minister to make a decision on the redress that may be offered to the Tauranga Moana Iwi Collective where it has not been possible to achieve agreement on overlapping interests with other claimants and/or other interested third parties.


Consultation and Ratification

100. Before the deeds of settlement of the Tauranga Moana iwi are finalised, the Crown intends to consult with Crown agencies, public interest groups, and other third parties as appropriate.
101. Once concluded, the deeds of settlement will be the subject of an agreed ratification process.

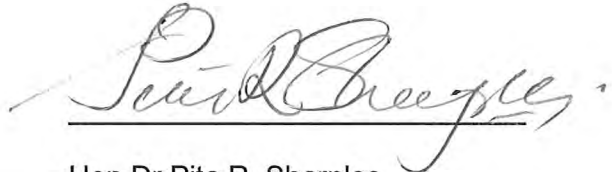
SIGNED THIS 22nd

DAY OF December 2011

For and on behalf of the Crown:



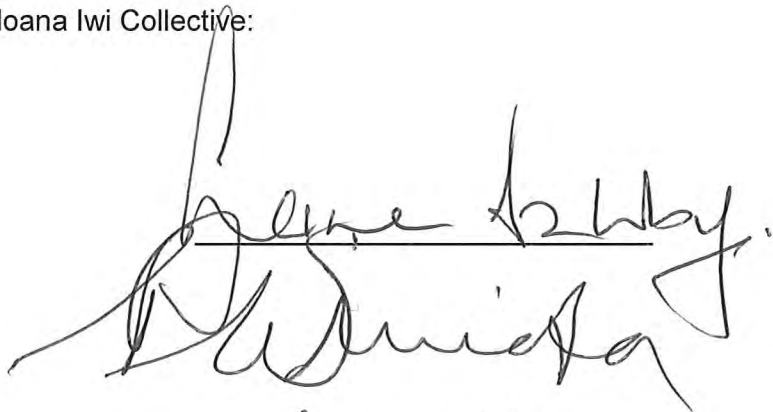
Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations



Hon Dr Pita R. Sharples
Minister of Māori Affairs

For and on behalf of the Tauranga Moana Iwi Collective:

Authorised Signatory:
Shane Ashby, Chairperson
Te Au Maaro o Ngāti Pūkenga



Authorised Signatory:
Antoine Coffin, Chairperson
Te Roopu Whakamana o Ngā Hapū
o Ngāti Ranginui



Authorised Signatory:
Charlie Tawhiao, Chairperson
Te Rūnanga o Ngāi Te Rangī Iwi Trust

