

**NGĀ MANA WHENUA O TĀMAKI MAKĀURAU**

**and**

**HER MAJESTY THE QUEEN**

**In right of New Zealand**

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**NGĀ MANA WHENUA O TĀMAKI MAKĀURAU AND  
CROWN FRAMEWORK AGREEMENT**

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**12 February 2010**

# **Ngā Mana Whenua o Tāmaki Makaurau and Crown Framework Agreement**

## ***Introduction***

1. This Framework Agreement sets out:
  - 1.1. the structure and functions of Ngā Mana Whenua o Tāmaki Makaurau, a collective of Tāmaki Makaurau iwi/hapū;
  - 1.2. the Crown's proposals for recognition of interests in maunga and the terms of a right of first refusal over surplus Crown land; and
  - 1.3. the process for resolving claims relating to motu and harbours.

## ***Ngā Mana Whenua o Tāmaki Makaurau***

2. The iwi/hapū members of Ngā Mana Whenua o Tāmaki Makaurau (or other name chosen by the iwi/hapu) recognise they each have legitimate spiritual, ancestral, cultural, customary and historical interests within Tāmaki Makaurau.
3. The iwi/hapū members of Ngā Mana Whenua o Tāmaki Makaurau are:
  - 3.1. **“Ngāti Whātua rūpū”**
    - 3.1.1. Those hapū of Ngati Whatua that have spiritual, traditional and historical interests in respect of any of the maunga, including Nga Oho, Te Uringutu, Te Taoū (those that do descend from Tuperiri), and the hapū represented by Ngāti Whātua o Kaipara and Te Rūnanga o Ngāti Whātua (including those Te Taoū that do not descend from Tuperiri);
  - 3.2. **“Tāmaki rūpū”**
    - 3.2.1. Te Kawerau ā Maki;
    - 3.2.2. Ngāti Te Ata;
    - 3.2.3. Ngāti Tamaoho;
    - 3.2.4. Te Ākitai;
    - 3.2.5. Ngāi Tai ki Tāmaki;
  - 3.3. **“Marutūāhu rūpū”**
    - 3.3.1. Ngāti Pāoa;

- 3.3.2. Ngāti Maru;
- 3.3.3. Ngāti Whanaunga; and
- 3.3.4. Ngāti Tamaterā;

### ***Maunga redress***

- 4. The Crown recognises that the iwi/hapū members of Ngā Mana Whenua o Tāmaki Makaurau have legitimate spiritual, ancestral, cultural, customary and historical interests in the maunga of Tāmaki Makaurau.
- 5. The Crown offers to vest in fee simple in Ngā Mana Whenua o Tāmaki Makaurau the Crown-owned parts of the following maunga, to be held in trust and managed for the common benefit of the mana whenua iwi/hapū of Tāmaki Makaurau and the people of Auckland City:
  - 5.1. Maungakiekie (One Tree Hill);
  - 5.2. Maungawhau (Mt Eden);
  - 5.3. Puketapapa/Pukewīwī (Mt Roskill);
  - 5.4. Te Kopuke (Mt St John);
  - 5.5. Maungarei (Mt Wellington);
  - 5.6. Takarunga (Mt Victoria);
  - 5.7. Otahuhu (Mt Richmond);
  - 5.8. Te Pane o Mataoho/Te Ara Pueru (Mangere Mt);
  - 5.9. Ohuiarangi (Pigeon Mt);
  - 5.10. Ohinerau (Mt Hobson); and
  - 5.11. Te Tatua a Riukiuta (Big King).
- 6. All of the maunga will be vested in fee simple in the collective membership. Whilst the computer freehold register (title) for each maunga will be in the name of the Ngā Mana Whenua o Tāmaki Makaurau entity (or the entity in which the land is vested in fee simple), each register will have a notation that will name each of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau who wish their spiritual, ancestral, cultural, customary and historical interests with that maunga to be recognised in that way. The notation will not provide any legal interests, rights or consequences under the Land Transfer Act.



### *Conditions of transfer of title*

7. The Crown's offer to transfer the title of the maunga is subject to the following conditions:
  - 7.1. title of the maunga cannot be alienated or mortgaged;
  - 7.2. all maunga will retain their reserve status and be subject to the Reserves Act 1977 with public access and other conditions to be agreed<sup>1</sup>; and
  - 7.3. transfer is subject to due consideration of any third party rights and obligations that may exist, such as those under the Public Works Act 1981, in relation to the property.

### *Co-governance of maunga*

8. The maunga will be governed by a statutory board comprising equal membership from Ngā Mana Whenua o Tāmaki Makaurau and the Auckland Council.

### *Functions of Ngā Mana Whenua o Tāmaki Makaurau in regard to maunga*

9. Ngā Mana Whenua o Tāmaki Makaurau will have the following functions relating to the maunga:
  - 9.1. to hold the maunga in trust for the common benefit of the mana whenua iwi/hapū of Tāmaki Makaurau and the people of Auckland City;
  - 9.2. to exercise co-governance alongside Auckland Council; and
  - 9.3. to exercise kaitiakitanga of the taonga.

### *Structure of Ngā Mana Whenua o Tāmaki Makaurau Maunga Executive Committee*

10. A maunga Executive Committee will be established by Ngā Mana Whenua o Tāmaki Makaurau.
11. The composition of the Executive Committee will be determined by Ngā Mana Whenua o Tāmaki Makaurau and comprise an equal number of members from the "Ngāti Whātua", "Tāmaki" and "Marutūāhu" rūpū.
12. The Executive Committee of Ngā Mana Whenua o Tāmaki Makaurau will appoint a number of its members to a co-governance committee with an equal number of appointees from the Auckland Council, to manage and administer the maunga. Of the Ngā Mana Whenua o Tāmaki Makaurau appointees, an equal number shall be from each of the "Ngāti Whātua", "Tāmaki" and "Marutūāhu" rūpū.

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<sup>1</sup> These conditions are to be consistent with the Ngāti Whātua o Ōrākei 2006 Agreement in Principle as it related to Maungakiekie, Maungawhau and Puketapapa.

13. The Executive Committee will be responsible for providing advice and support to the Ngā Mana Whenua o Tāmaki Makaurau appointees, for the time being, to the co-governance committee.

#### *Maunga governance*

14. Discussions regarding the chair of, and any casting vote on, the co-governance committee will be considered after the signing of the Framework Agreement. This discussion will be in consultation with the Auckland Transition Agency/Auckland Council.
15. Auckland Council will retain responsibility for and control of all revenue and expenditure unless it agrees to other arrangements provided for under the local government legislation.
16. The maunga will be managed for the common use and benefit of the iwi/hapū of Tāmaki Makaurau and the people of Auckland City.

#### *Name of Maunga*

17. The Crown agrees to explore formal recognition of the customary names of the maunga.

#### ***Recognition of interests in other Crown-owned maunga***

18. The Crown will explore with Ngā Mana Whenua o Tāmaki Makaurau its interests in other maunga owned by the Crown in Tāmaki Makaurau, in order to consider whether further redress or recognition can be developed to recognise these interests. The Crown provides no undertakings to provide redress or recognition over these other maunga.

#### ***Recognition of interests in Crown owned motu***

19. The Crown will in mid-2010 explore with Ngā Mana Whenua o Tāmaki Makaurau providing redress in relation to the motu in Tāmaki Makaurau, including Rangi i totongia a Tamatekapua (Rangitoto); Motutapu; and Te Motu a Ihenga.

#### ***Right of first refusal***

20. The Crown offers members of Ngā Mana Whenua o Tāmaki Makaurau a right of first refusal (RFR) to operate for 170 years from the date this agreement comes into force in respect of all land held by core Crown agencies in the Tāmaki Makaurau area.
21. The Crown will discuss with the New Zealand Transport Agency and Auckland District Health Board the possibility of including land held by those agencies in Tāmaki



Makaurau as part of a RFR, but makes no commitment to include any land other than core Crown land.

22. Housing New Zealand Corporation is currently considering its approach to requests for RFRs.
23. For RFR purposes the Tāmaki Makaurau area is defined as below (see **Appendix One**):
  - 23.1. the line from just south of Muriwai to Okura, that is south of West Harbour, Whenuapai, Hobsonville, Greenhithe, Cuthill and Glenvar, and above the Waikato Confiscation Line from Port Waikato to Miranda but excludes:
    - 23.1.1. the Waiuku North and South Blocks and East Wairoa Block raupatu lands; and
    - 23.1.2. any Crown land including licensed Crown Forests acquired under Treaty settlements between the Crown and specific iwi/hapū groups.
24. The RFR will be exercised by the members of Ngā Mana Whenua o Tāmaki Makaurau through their three rūpū of "Ngāti Whātua", Tāmaki" and "Marutūāhu".

#### *General description of agreed RFR process*

25. The process for the RFR will be conducted on the same basis in general terms as in other RFRs offered by the Crown in recent Treaty settlements.
26. The general process for the exercise of this RFR was agreed by Ngā Mana Whenua o Tāmaki Makaurau on 29 November 2009 and is described below.
27. The collective body will administer the exercise of the RFR by its members.
28. If the rūpū with the RFR option chooses not to purchase the property from the Crown, then a right of second refusal will be offered to either of the other rūpū or any of the iwi/hapū members of Ngā Mana Whenua o Tāmaki Makaurau, either individually or collectively. This right of second refusal will be decided by way of a bidding process, with the highest bid winning the right to purchase. The final structure of the bidding process is yet to be determined.

#### ***Harbours redress***

29. The Crown acknowledges that the iwi/hapū members of Ngā Mana Whenua o Tāmaki Makaurau have spiritual, ancestral, cultural, customary and historical interests in the Manuka (Manukau) and Waitematā harbours (the harbours) and that they seek a formal recognition of those interests as redress as a part of the settlement of their historical Treaty claims.

*Negotiations regarding redress over the Manukau and Waitematā harbours*

30. The Crown and Ngā Mana Whenua o Tāmaki Makaurau will enter into negotiations on redress over the harbours after the conclusion of the current review of the Foreshore and Seabed Act and before the Auckland governance reform programme. The new Auckland Council will commence operations on 1 November 2010.
31. The negotiations will involve all relevant Crown agencies as well as the Auckland Council and any other administering bodies.
32. The negotiations will take into account the outcome of the current review of the Foreshore and Seabed Act 2004 and the Auckland governance reform programme.

***Ngāti Tamaterā and Ngāti Te Ata***

33. Ngāti Tamaterā and Ngāti Te Ata will be invited to sign this agreement once their appropriately mandated or interim negotiators are in place.