

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU – MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT HOUSING MAHI NGĀTAHI AGREEMENT

28 August 2015

Parties

- A. Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Ngāti Te Ata, Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngāti Whanaunga, Ngāti Whātua Ōrākei, Ngāti Whātua o Kaipara, Te Ākitai Waiohua, Te Kawerau ā Maki, Te Patukirikiri, Te Rūnanga o Ngāti Whātua : Ngā Mana Whenua o Tāmaki Makaurau (Ngā Mana Whenua)¹; and
- B. Ministry of Business, Innovation and Employment (MBIE).

Introduction

1. In 2012 Ngā Mana Whenua and the Crown entered into the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed (the Deed). The Deed provides a right of first refusal in favour of Ngā Mana Whenua over specified Crown (and some Crown entity) land within the area identified in Attachment One. That right of first refusal came into force in 2014.
2. The Deed includes a Protocol (Attachment Two). MBIE is now responsible for managing the Crown’s obligations under the Protocol.
3. Each of the iwi/hapū of Ngā Mana Whenua also has their own specific Treaty settlement in place, or their settlements remain outstanding since negotiations began in 2009. Ngā Mana Whenua advise that lack of progress on durable Treaty settlements is an impediment to their ability to participate, and resource their participation, in the Government’s Auckland Vacant and Underutilised Crown Land Development Programme (the

¹ At the date of signing two of these iwi/hapū had completed iwi-specific settlements and eleven had not.

Programme) and therefore seek all remaining Treaty settlements be completed with urgency. MBIE understands and acknowledges the implications of Treaty settlements to the Programme.

4. MBIE carries out a range of functions in addition to those transferred from the former Department of Building and Housing. These include policy and work programmes on economic development, including Māori economic development, labour and workplace safety, procurement, science and innovation, and immigration.
5. The Government wishes to increase housing supply including the proportion of social and affordable housing being built in Auckland.
6. On 9 - 10 July 2015, iwi/hapū of Ngā Mana Whenua and MBIE, represented by General Manager Housing and Construction Chris Bunny, met in Auckland to discuss common objectives and options for a pathway forward.
7. Throughout this document 'iwi/hapū' refers to iwi/hapū of Ngā Mana Whenua.

Purpose and principles

8. The parties intend that their engagement on implementing this enduring agreement will take place in good faith in a way that is consistent with Te Tiriti o Waitangi/ Treaty of Waitangi and its principles.
9. The parties acknowledge and agree that nothing in this agreement affects or replaces any of the existing rights of iwi/hapū or replaces any of the Crown's obligations to iwi/hapū including:
 - where settlement agreements have already been reached (including the Deed); or
 - in any future Treaty settlements.
10. This agreement is intended to further the relationship between the parties and record how we will work together to further our joint objectives, but is not intended to be legally enforceable by any party through the Courts or any other legal forum.

11. The parties are conscious of and acknowledge the kaitiaki responsibilities of iwi/hapū of Ngā Mana Whenua.

Objectives

12. The goal of the Programme is to ensure New Zealand families in Auckland can access decent and affordable housing, because this contributes to better health and social and economic wellbeing. One of the ways this will be achieved is to develop housing on Crown land in Auckland at pace.

13. The parties share the following objectives in relation to the Programme:

- maintaining the integrity of the Deed and settlements;
- delivering up to 20%² of new dwellings in Auckland across the Programme to be made available for purchase by registered Community Housing Providers at a fair market price;
- delivering, in addition, at least 20%² of new dwellings in Auckland across the Programme at prices that are attainable for first home buyers (likely to be no more than the Kiwi Saver HomeStart cap which is currently \$550,000);
- implementing the opportunity provided in the Protocol for the Limited Partnership to be the Crown's preferred development partner for housing developments, on the basis intended in the protocol that, unless the exceptions contained in the protocol apply, private parties are not given the opportunity to acquire land under the RFR exception in section 136 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 on terms that are more favourable than those offered to the Limited Partnership;
- contributing to an increase in housing stock across Auckland

² The exact percentage will vary between sites in terms of what makes practical sense.

including, but not limited to, iwi housing, affordable housing and social housing;

- giving effect to He Whare Āhuru He Oranga Tāngata (the Māori Housing Strategy) by providing Māori with the opportunity to meaningfully participate as developers, in particular direction 6 which is to increase large scale housing developments involving Māori organisations.

14. In addition, members of Ngā Mana Whenua have further objectives, namely:

- partnering with the Crown in State housing redevelopment; and
- partnering with other parties such as private sector parties and local government.

15. MBIE recognizes that transactions under the Programme are intended to be commercially viable.

16. While not directly related to this agreement members of Ngā Mana Whenua have noted that they consider significant iwi/hapū participation in the State housing redevelopment programme is fundamental to achieving He Whare Āhuru He Oranga Tāngata (the Māori Housing Strategy).

Scope

17. This agreement applies to land owned by the Crown or by iwi/hapū, including:

- land subject to the Ngā Mana Whenua right of first refusal and the Protocol;
- land acquired by iwi/hapū of Ngā Mana Whenua through Treaty settlements; and
- any other land owned by iwi/hapū of Ngā Mana Whenua.

18. It applies to Ngā Mana Whenua acting together, as well as to

individual iwi/hapū or groups of iwi/hapū within Ngā Mana Whenua.

19. The potential involvement of other parties to assist in achieving the objectives is also contemplated by the parties.

Agreed options

20. The parties agree to explore the following options:

Option 1 – Crown identifies opportunities for housing development on RFR land under the Deed which it offers to the Limited Partnership.

Option 2 – The Limited Partnership identifies opportunities on RFR land under the Deed for housing development which meet its objectives and initiates engagement with the Crown.

Option 3 – Iwi/hapū members of Ngā Mana Whenua individually or in groups identify land opportunities for housing development and initiate engagement with the Crown.

Resources

21. The parties acknowledge iwi/hapū participation in all or any of the options above are constrained by their resources.
22. MBIE acknowledges iwi/hapū need access to resources to support iwi/hapū capability and capacity to participate and commits to seek such resources from relevant sources including funding associated with He Whare Āhuru He Oranga Tāngata (the Māori Housing Strategy).
23. MBIE also commits to providing relevant information to Ngā Mana Whenua on Crown land as and when robust information is available, including details of all current sites identified as having the potential for housing development.
24. The parties agree to undertake the actions set out in the Schedule to this agreement. It is expected this Schedule will be updated and amended from time to time by agreement between the parties.

Communication

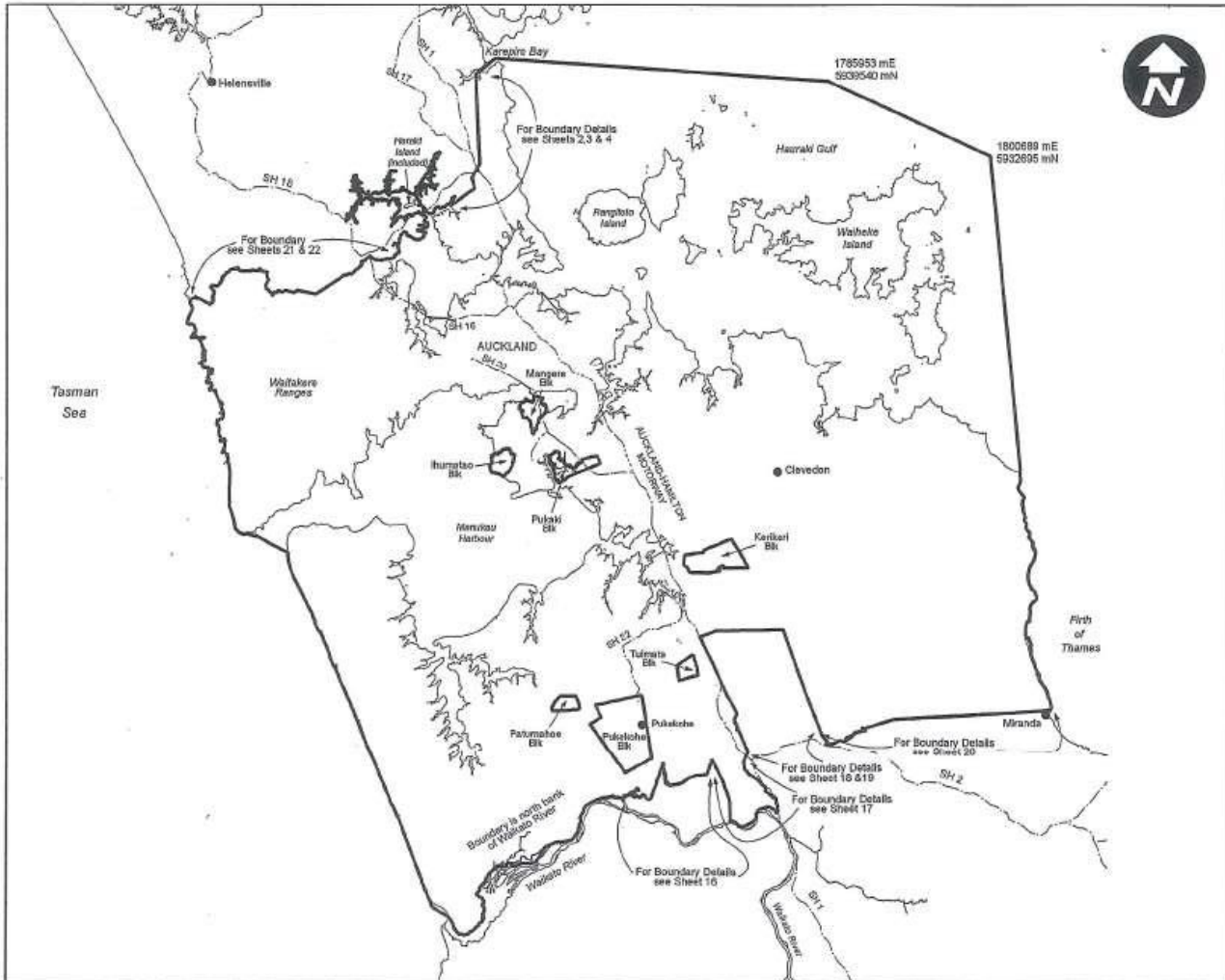
25. The parties agree that any communication in relation to this agreement with external parties will wherever possible be by agreement and each will keep the other informed of any media interest or other external questions.

Execution

MARUTŪĀHU RŌPU	WAIOHUA TĀMAKI RŌPU	NGĀTI WHĀTUA RŌPU
Ngāti Maru	Ngāi Tai ki Tāmaki	Ngāti Whātua o Kaipara
Ngāti Pāoa	Ngāti Tamaoho	Ngāti Whātua Ōrākei
Ngāti Tamaterā	Ngāti Te Ata	Te Rūnanga o Ngāti Whātua
Ngāti Whanaunga	Te Ākitai Waiohua	
Te Patukirikiri	Te Kawerau ā Maki	

Ministry of Business, Innovation and Employment

General Manager Construction Housing Markets Chris Bunny



This plan is only for the purpose of the 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 Ngā Mana Whenua o Tāmaki 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 Right of First Refusal over Crown Land in the deed of settlement between the Crown and Ngā Mana Whenua o Tāmaki Makaurau.

Approved as to boundaries:

[Signature]
for Ngā Mana Whenua o Tāmaki Makaurau

[Signature]
for and on behalf of the Crown

- Notes:
1. 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.

File A604062
Received
Instructions: June 2011
SO 443768

Land District: North Auckland

**Ngā Mana Whenua o Tāmaki Makaurau
Right of First Refusal Area**

TERRITORIAL AUTHORITY: Auckland Council
Compiled by Sinclair Knight Merz Ltd
Scale 1:350,000 at A3 Date March 2012

[Handwritten signatures and notes]