

**HAKO**  
and  
**NGĀI TAI KI TĀMAKI**  
and  
**NGĀTI HEI**  
and  
**NGĀTI MARU**  
and  
**NGĀTI PAOA**  
and  
**NGĀTI POROU KI HAURAKI**  
and  
**NGĀTI PŪKENGĀ**  
and  
**NGĀTI RĀHIRI TUMUTUMU**  
and  
**NGĀTI TAMATERĀ**  
and  
**NGĀTI TARA TOKANUI**  
and  
**NGAATI WHANAUNGA**  
and  
**TE PATUKIRIKIRI**  
  
and  
**THE CROWN**

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**PARE HAURAKI COLLECTIVE REDRESS DEED**  
**SCHEDULE: PROPERTY REDRESS**

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## 1 DISCLOSURE INFORMATION AND WARRANTY

### DISCLOSURE INFORMATION

#### 1.1 The Crown –

- 1.1.1 has provided information to the Iwi of Hauraki about the redress properties, and the licensed land, by various correspondence sent between 1 February 2011 and 22 March 2017; and
- 1.1.2 must under paragraph 7.2.1 provide information to the Pare Hauraki collective commercial entity about a deferred selection property if that entity has, in accordance with part 7, given the Crown notice of interest in purchasing the property.

### WARRANTY

#### 1.2 In this deed, unless the context otherwise requires, –

##### 1.2.1 **acquired property** means –

- (a) each redress property; and
- (b) the licensed land; and
- (c) each purchased deferred selection property; and

##### 1.2.2 **disclosure information**, in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.1.

#### 1.3 The Crown warrants to the recipient entity that the Crown has given to the entity in its disclosure information about an acquired property all material information that, to the best of the land holding agency's knowledge, is in the agency's records about the property (including its encumbrances), at the date of providing that information, –

- 1.3.1 having inspected the agency's records; but
- 1.3.2 not having made enquiries beyond the agency's records; and
- 1.3.3 in particular, not having undertaken a physical inspection of the property.

### WARRANTY LIMITS

#### 1.4 Other than under paragraph 1.3, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –

- 1.4.1 an acquired property, including in relation to –

## PROPERTY REDRESS

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### 1: DISCLOSURE INFORMATION AND WARRANTY

- (a) its state, condition, fitness for use, occupation, or management; or
  - (b) its compliance with –
    - (i) legislation, including bylaws; or
    - (ii) any enforcement or other notice, requisition, or proceedings; or
- 1.4.2 the disclosure information about an acquired property, including in relation to its completeness or accuracy.
- 1.5 The Crown has no liability in relation to the state or condition of an acquired property, except for any liability arising as a result of a breach of paragraph 1.3.

### INSPECTION

- 1.6 In paragraph 1.7, **relevant date** means, in relation to an acquired property that is –
  - 1.6.1 a redress property or the licensed land, the date of this deed; and
  - 1.6.2 a purchased deferred selection property, the day on which the Pare Hauraki collective commercial entity gives an election notice electing to purchase the property.
- 1.7 Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.3, the recipient entity acknowledges that it could, before the relevant date, –
  - 1.7.1 inspect the property and determine its state and condition; and
  - 1.7.2 consider the disclosure information in relation to it.

## **2 VESTING OF CULTURAL REDRESS PROPERTIES**

### **SAME MANAGEMENT REGIME AND CONDITION**

- 2.1 Until the settlement date, the Crown must –
  - 2.1.1 continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and
  - 2.1.2 maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.
- 2.2 Paragraph 2.1 does not –
  - 2.2.1 apply to a cultural redress property that is not managed and administered by the Crown; or
  - 2.2.2 require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.

### **ACCESS**

- 2.3 The Crown is not required to enable access to a cultural redress property for a Pare Hauraki collective entity or members of the Iwi of Hauraki.

### **COMPLETION OF REQUIRED DOCUMENTATION**

- 2.4 Any documentation, required by the deed documentation to be signed by the Pare Hauraki collective cultural entity in relation to the vesting of a cultural redress property, must, before the settlement date, be –
  - 2.4.1 provided by the Crown to the Pare Hauraki collective cultural entity; and
  - 2.4.2 duly signed and returned by the Pare Hauraki collective cultural entity.

### **SURVEY AND REGISTRATION**

- 2.5 The Crown must arrange, and pay for, –
  - 2.5.1 the preparation, approval, and where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the Pare Hauraki collective redress legislation, of a computer freehold register for the property; and
  - 2.5.2 the registration of any document required in relation to the vesting under the Pare Hauraki collective redress legislation of a cultural redress property in the Pare Hauraki collective cultural entity.

### 3 EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

| No | Address                          | Description  | Encumbrances  | Iwi of Hauraki | Land holding agency              | Transfer value |
|----|----------------------------------|--|---|----------------|----------------------------------|----------------|
| 1  | 19 Buffalo Beach Road, Whitianga | <p><i>South Auckland Land District - Thames-Coromandel District</i></p> <p>2.1236 hectares, more or less being Lot 2 DPS 70434. Part Transfer 6960681.1.</p>                   | <p>Subject to an unregistered Deed of Lease to the Waikato District Health Board.</p> <p>Subject to an unregistered grazing agreement in favour of R Simpson.</p> <p>Subject to a licence to occupy dated 14 November 2016 in favour of the Ngati Hei Charitable Trust. Area of licence extended by letter dated 14 March 2017.</p> | Ngāti Hei      | LINZ Treaty Settlements Landbank | \$1,877,167    |
| 2  | 22 Nicholas Avenue, Whitianga    | <p><i>South Auckland Land District - Thames-Coromandel District</i></p> <p>0.0805 hectares, more or less, being Lot 28 DPS 22947. All computer freehold register SA31A/11.</p> | Subject to an unregistered tenancy agreement in favour of K Corbett.  | Ngāti Hei      | LINZ Treaty Settlements Landbank | \$206,500      |

**PROPERTY REDRESS**

**3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES**

| <b>No</b> | <b>Address</b>                  | <b>Description</b>   | <b>Encumbrances</b>   | <b>Iwi of Hauraki</b> | <b>Land holding agency</b>       | <b>Transfer value</b> |
|-----------|---------------------------------|--|---|-----------------------|----------------------------------|-----------------------|
| 3         | 603 MacKay Street, Thames       | <i>South Auckland Land District - Thames-Coromandel District</i><br><br>0.0883 hectares, more or less, being Section 3 SO 477273. Part Transfer 6960681.1.           | Subject to an unregistered tenancy agreement in favour of K Frisken and others.   | Ngāti Maru            | LINZ Treaty Settlements Landbank | \$268,333             |
| 4         | 112A and B Grafton Road, Thames | <i>South Auckland Land District - Thames-Coromandel District</i><br><br>0.0581 hectares, more or less, being Lot 2 DPS 19659. All computer freehold register 566760. | Subject to a right to drain stormwater and sewage specified in Easement Certificate H034216.3.<br><br>The easements specified in Easement Certificate H034216.3 are subject to section 351E (1)(a) of the Municipal Corporations Act 1954.<br><br>Subject to a building line restriction S15347.<br><br>Subject to an unregistered tenancy agreement in favour of D Robinson and H Smith. | Ngāti Maru            | LINZ Treaty Settlements Landbank | \$166,600             |

# PROPERTY REDRESS

## 3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

| No | Address                    | Description   | Encumbrances  | Iwi of Hauraki | Land holding agency              | Transfer value |
|----|----------------------------|---|---|----------------|----------------------------------|----------------|
| 5  | 5 Kopu-Hikuai Road, Thames | <p><i>South Auckland Land District - Thames-Coromandel District</i></p> <p>0.4372 hectares, more or less, being Section 2 SO 418862. All computer freehold register 481069.</p> | <p>Together with a right to convey water and electricity and telecommunications rights created by Transfer B180265.3.</p> <p>Together with electricity, telephone and water rights specified in Easement Certificate B180265.5.</p> <p>Subject to <i>Gazette</i> notice B643289.1 declaring adjoining State Highway 25A to be a limited access road.</p> <p>Subject to a notice pursuant to section 91 of the Transit New Zealand Act 1989 created by Document 5182823.1.</p> <p>Subject to heritage covenant 9232446.1 pursuant to section 8 of the Historic Places Act 1993.</p> <p>Subject to an unregistered lease to Ngāti Maru ki Hauraki Incorporated.</p> <p>Subject to an unregistered</p> | Ngāti Maru     | LINZ Treaty Settlements Landbank | \$81,900       |



**PROPERTY REDRESS**

**3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES**

| No | Address   | Description   | Encumbrances   | Iwi of Hauraki | Land holding agency              | Transfer value |
|----|---|---|--|----------------|----------------------------------|----------------|
|    |   |   | tenancy agreement in favour of A Giesen.   |                |                                  |                |
| 6  | 19 Hayward Road, Ngatea                         | <i>South Auckland Land District – Hauraki District</i><br><br>0.1088 hectares, more or less, being Lot 11 DP 16737. All computer freehold register 47108.                                     | Excluding minerals contained in SA264/125. See subpart (4) of part (3) of the draft collective bill.<br><br>Subject to an unregistered tenancy agreement in favour of B Fowler.  | Ngāti Maru     | LINZ Treaty Settlements Landbank | \$142,333      |
| 7  | Mahuta Road North / Cross Road SH2, Mangatarata | <i>South Auckland Land District – Hauraki District</i><br><br>0.9687 hectares, more or less, being Part Section 3 Block VIII Piako Survey District. All computer freehold register SA56D/276. | Subject to Gazette notice B521668A.1 declaring adjoining State Highway 2 to be a limited access road.<br><br>Subject to a notice pursuant to section 91 of the Transit New Zealand Act 1989 created by Document B588000.1.<br><br>Subject to right of way and electrical supply and telecommunications easements created by Easement instrument 7030428.6. | Ngāti Maru     | LINZ Treaty Settlements Landbank | \$15,633       |

## PROPERTY REDRESS

### 3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

| No | Address  | Description  | Encumbrances  | Iwi of Hauraki        | Land holding agency              | Transfer value |
|----|--|--|---|-----------------------|----------------------------------|----------------|
|    |  |  | The easements created by easement instrument 7030428.6 are subject to Section 243(a) Resource Management Act 1991.          |                       |                                  |                |
| 8  | Corner Stanley Avenue / Ritchie Street, Te Aroha | <i>South Auckland Land District – Matamata-Piako District</i><br><br>3.4955 hectares, more or less, being Lot 1 DPS 80568. All Transfer B624891.1.                 | Subject to an unregistered Deed of Lease and Deed of Renewal to the Te Aroha and District Health Services Charitable Trust. | Ngāti Rāhiri Tumutumu | LINZ Treaty Settlements Landbank | \$1,222,667    |
| 9  | 8 Hanna Street, Te Aroha                         | <i>South Auckland Land District – Matamata-Piako District</i><br><br>0.1011 hectares, more or less, being Lot 3 DPS 8685. All computer freehold register SA67D/40. | Nil   | Ngāti Rāhiri Tumutumu | LINZ Treaty Settlements Landbank | \$126,233      |

**PROPERTY REDRESS**

**3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES**

| <b>No</b> | <b>Address</b>                     | <b>Description</b>   | <b>Encumbrances</b>  | <b>Iwi of Hauraki</b> | <b>Land holding agency</b>       | <b>Transfer value</b> |
|-----------|------------------------------------|--|--|-----------------------|----------------------------------|-----------------------|
| 10        | 6 Albert Street,<br>Mackaytown     | <i>South Auckland Land District – Hauraki District</i><br><br>0.0883 hectares, more or less, being Lot 1 DP 306263. All computer freehold register 29386.  | Excluding all non-statute minerals pursuant to Section 59 Land Act 1948. See subpart (4) of part (3) of the draft collective bill.<br><br>Subject to an unregistered tenancy agreement in favour of B T Sampson. | Ngāti Tara Tokanui    | LINZ Treaty Settlements Landbank | \$106,633             |
| 11        | Sub Station Lane,<br>Waikino       | <i>South Auckland Land District – Hauraki District</i><br><br>0.2023 hectares, more or less, being Part Owharoa 2. All computer freehold register SA51C/638.<br><br>0.2759 hectares, more or less, being an undivided one fifth share in Part Owharoa 2. All computer freehold register SA62D/891. | Nil  | Ngāti Tara Tokanui    | LINZ Treaty Settlements Landbank | \$4,200               |
| 12        | 119 Whangapoua Road,<br>Coromandel | <i>South Auckland Land District - Thames-Coromandel District</i><br><br>0.8301 hectares, more or less, being Lots 1 and 2 DPS 2129. All computer freehold register   | Excepting all mines and minerals lying and being within and under the said land excepted and reserved by Conveyance 245592 (R.255/168). See subpart (4) of part (3) of the                                       | Te Patukirikiri       | LINZ Treaty Settlements Landbank | \$221,433             |

**PROPERTY REDRESS**

**3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES**

| No | Address                                 | Description  | Encumbrances  | Iwi of Hauraki                  | Land holding agency              | Transfer value |
|----|---|--|---|---------------------------------|----------------------------------|----------------|
|    |   | SA66D/466.   | draft collective bill.<br><br>Subject to an unregistered tenancy agreement in favour of A Kite. |                                 |                                  |                |
| 13 | 40 Kerepehi Town Road, Kerepehi         | <i>South Auckland Land District – Hauraki District</i><br><br>0.0508 hectares, more or less, being Section 113 Block VI Waihou Survey District. All computer interest register 292824.   | Nil   | i. Hako<br>ii. Ngaati Whanaunga | LINZ Treaty Settlements Landbank | \$39,667       |
| 14 | 2 Church Road / North Road, Mangatarata | <i>South Auckland Land District – Hauraki District</i><br><br>1.6187 hectares, more or less, being Section 30 Block VII Piako Survey District. All computer freehold register SA55B/920. | Subject to an unregistered tenancy agreement in favour of T Montgomerie.                        | i. Hako<br>ii. Ngāti Maru       | LINZ Treaty Settlements Landbank | \$259,000      |
| 15 | 1857 Kopu-Hikuai Road (SH25A), Thames   | <i>South Auckland Land District - Thames-Coromandel District</i><br><br>13.3500 hectares, more or less, being Section 8 SO 53897. All computer freehold register SA66C/797.              | Nil   | i. Ngāti Hei<br>ii. Ngāti Maru  | LINZ Treaty Settlements Landbank | \$20,767       |

**PROPERTY REDRESS**

**3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES**

| <b>No</b> | <b>Address</b>                         | <b>Description</b>   | <b>Encumbrances</b>   | <b>Iwi of Hauraki</b>                      | <b>Land holding agency</b>       | <b>Transfer value</b> |
|-----------|--|--|---|--|----------------------------------|-----------------------|
| 16        | 465-475 Stanley Road South, Te Aroha   | <i>South Auckland Land District – Matamata-Piako District</i><br><br>2.9236 hectares, more or less, being Lots 1 and 2 of Section 20 Block XI Aroha Survey District, and Part Sections 112 and 116 Block XI Aroha Survey District. All computer freehold register 71328. | Subject to an unregistered tenancy agreement in favour of M and C Campbell.       | i. Ngāti Maru<br>ii. Ngāti Rāhiri Tumutumu | LINZ Treaty Settlements Landbank | \$267,167             |
| 17        | Corner Orchard East Road / SH2, Ngatea | <i>South Auckland Land District – Hauraki District</i><br><br>2.7450 hectares, more or less, being Section 1 SO 58645. All computer freehold register SA68C/51.  | Nil   | i. Ngāti Maru<br>ii. Ngāti Tamaterā        | LINZ Treaty Settlements Landbank | \$133,700             |
| 18        | 607 MacKay Street, Thames              | <i>South Auckland Land District - Thames-Coromandel District</i><br><br>0.0880 hectares, approximately, being Section 2 SO 477273. All computer freehold register 150608.  | Subject to an unregistered licence to occupy to Mobilise Thames Charitable Trust. | i. Ngāti Maru<br>ii. Ngaati Whanaunga      | LINZ Treaty Settlements Landbank | \$187,133             |

## PROPERTY REDRESS

### 3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

| No | Address                   | Description   | Encumbrances   | Iwi of Hauraki                        | Land holding agency              | Transfer value |
|----|---------------------------|---|--|---------------------------------------|----------------------------------|----------------|
| 19 | 609 MacKay Street, Thames | <i>South Auckland Land District - Thames-Coromandel District</i><br><br>0.0421 hectares, approximately, being Section 1 SO 477273. Balance computer freehold register SA561/54. | Subject to an unregistered Deed of Lease in favour of The Thames Community Centre Trust.   | i. Ngāti Maru<br>ii. Ngaati Whanaunga | LINZ Treaty Settlements Landbank | \$141,400      |
| 20 | 416 Brown Street, Thames  | <i>South Auckland Land District - Thames-Coromandel District</i><br><br>0.0723 hectares, more or less, being Section 1 SO 477240. All Gazette Notice B137960.                   | Subject to an unregistered tenancy agreement in favour of R Swindells.   | i. Ngāti Maru<br>ii. Ngaati Whanaunga | LINZ Treaty Settlements Landbank | \$189,233      |
| 21 | 131 Karaka Road, Thames   | <i>South Auckland Land District - Thames-Coromandel District</i><br><br>0.1814 hectares, more or less, being Lot 1 DPS 81969. All Transfer B563858.1.                           | Subject to an unregistered tenancy agreement in favour of L Smith.<br><br>Subject to an unregistered tenancy agreement in favour of The Support Lifestyle Hauraki Trust. | i. Ngāti Maru<br>ii. Ngaati Whanaunga | LINZ Treaty Settlements Landbank | \$215,367      |

**PROPERTY REDRESS**

**3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES**

| No | Address  | Description   | Encumbrances  | Iwi of Hauraki   | Land holding agency              | Transfer value |
|----|--|---|---|--|----------------------------------|----------------|
| 22 | 28 Waimareai Avenue, Paeroa                        | <i>South Auckland Land District – Hauraki District</i><br><br>0.0684 hectares, more or less, being Lot 32 DPS 22581. All computer freehold register SA68C/37.   | Subject to an unregistered tenancy agreement in favour of R Scott.  | i. Ngāti Tamaterā<br>ii. Ngāti Tara Tokanui              | LINZ Treaty Settlements Landbank | \$117,133      |
| 23 | 179 Normanby Road, Paeroa                          | <i>South Auckland Land District – Hauraki District</i><br><br>1.4356 hectares, more or less, being Section 45 Block XIII Ohinemuri Survey District, Sections 11, 12, 13, 14, 15, 16, 29, 30 and 66 Block II Town of Paeroa, Lots 3, 4, 5, 6, 7 and 8 Block C Town of Paeroa, Sections 1 and 2 Block III Town of Paeroa, Sections 9, 10, 31 and 32 Block B2 Town of Paeroa. Part Transfer 6960681.1. | Nil   | i. Hako<br>ii. Ngāti Tamaterā<br>iii. Ngāti Tara Tokanui | LINZ Treaty Settlements Landbank | \$392,000      |
| 24 | Seddon Avenue / Waitete Road / Orchard Road, Waihi | <i>South Auckland Land District – Hauraki District</i><br><br>6.3055 hectares, more or less, being Lots 2 and 3 DPS 82209. All Transfer B558178.1.  | Subject to an easement in gross for a right to drain water, over Parts Lot 2 and 3 DPS 82209, created by Transfer B519778.2.<br><br>Subject to a right to drain | i. Hako<br>ii. Ngāti Tamaterā<br>iii. Ngāti Tara Tokanui | LINZ Treaty Settlements Landbank | \$469,000      |

# PROPERTY REDRESS

## 3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

| No | Address                       | Description   | Encumbrances  | Iwi of Hauraki   | Land holding agency              | Transfer value |
|----|-------------------------------|---|---|--|----------------------------------|----------------|
|    |                               |   | <p>stormwater specified in Easement Certificate B519778.4.</p> <p>Together with a Right of way and a Right to convey water and sewage, together with a Right to convey water and sewage, created by Easement Certificate B519778.4.</p> <p>The easements created by Easement Certificates B519778.2 and B519778.4 are subject to section 243(a) of the Resource Management Act 1991.</p> <p>Subject to an unregistered grazing licence to L Bowler.</p> |  |                                  |                |
| 25 | 105 Isabel Street, Whangamata | <p><i>South Auckland Land District - Thames-Coromandel District</i></p> <p>0.0607 hectares, more or less, being Lot 27 DPS 19155. All computer freehold register 23151.</p> | <p>Subject to a Building Line Restriction created by H009806.</p> <p>Subject to an unregistered tenancy agreement in favour of S Faiers.</p>  | <p>i. Hako<br/>ii. Ngāti Maru<br/>iii. Ngāti Tamaterā<br/>iv. Ngaati Whanaunga</p> | LINZ Treaty Settlements Landbank | \$202,067      |



## PROPERTY REDRESS

### 3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

| No | Address                      | Description   | Encumbrances   | Iwi of Hauraki  | Land holding agency              | Transfer value |
|----|------------------------------|---|--|---|----------------------------------|----------------|
| 26 | 1-5 Toko Road,<br>Whangamata | <p><i>South Auckland Land District - Thames-Coromandel District</i></p> <p>10.6400 hectares, more or less, being Lot 1 DPS 87371. All computer freehold register SA69B/355.</p> | <p>Subject to Exploration Permit held in computer interest register SA57C/816.</p> <p>Subject to an unregistered tenancy agreement in favour of G Dickson.</p> <p>Subject to an unregistered Deed of Lease to Whangamata Machinery Services Limited.</p> <p>Subject to an unregistered licence to occupy in favour of N Adams.</p> | <p>i. Hako</p> <p>ii. Ngāti Maru</p> <p>iii. Ngāti Tamaterā</p> <p>iv. Ngaati Whanaunga</p> | LINZ Treaty Settlements Landbank | \$809,667      |

# PROPERTY REDRESS

## 3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

| No | Address                            | Description   | Encumbrances  | Iwi of Hauraki   | Land holding agency              | Transfer value |
|----|------------------------------------|---|---|--|----------------------------------|----------------|
| 27 | Feisst Road / Bell Road, Maramarua | <p><i>North Auckland and South Auckland Land Districts – Waikato District</i></p> <p>144.6670 hectares, more or less, being Sections 1, 2 and 3 SO 513841, Lot 16 DP 14306 and Lot 1 DPS 24784 (excluding the coal, fireclay and other minerals held in computer freehold register NA1908/81). All transfers D153863.2 and B455774.5.</p> | <p>Subject to sections 6 and 8 of the Mining Act 1971. See subpart (4) of part (3) of the draft collective bill.</p> <p>Subject to sections 5 and 261 of the Coal Mines Act 1979. See subpart (4) of part (3) of the draft collective bill.</p> <p>Subject to Section 3 of the Petroleum Act 1937. See subpart (4) of part (3) of the draft collective bill.</p> <p>Subject to Section 8 of the Atomic Energy Act 1945.</p> <p>Subject to section 3 of the Geothermal Energy Act 1953.</p> <p>Subject to a mining easement created by Transfer 654470.</p> <p>Subject to an unregistered Deed of Lease to Marphona Farms Limited.</p> | <p>i. Ngāti Maru<br/>ii. Ngāti Paoa<br/>iii. Ngāti Tamaterā<br/>iv. Ngaati Whanaunga</p> | LINZ Treaty Settlements Landbank | \$1,208,667    |
| 28 | 401 Achilles Avenue, Whangamata    | <i>South Auckland Land District - Thames-Coromandel</i>   | Subject to an unregistered licence to occupy to S McDowell.   | <p>i. Hako<br/>ii. Ngāti Maru<br/>iii. Ngāti Rāhiri Tumutumu</p>                         | LINZ Treaty Settlements Landbank | \$204,167      |

# PROPERTY REDRESS

## 3: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

| No | Address                   | Description   | Encumbrances | Iwi of Hauraki  | Land holding agency              | Transfer value |
|----|---------------------------|---|--------------|---|----------------------------------|----------------|
|    |                           | <i>District</i><br><br>0.0852 hectares, more or less, being Lot 72 DPS 562. All Transfer B602862.1.   |              | iv. Ngāti Tamaterā<br>v. Ngaati Whanaunga   |                                  |                |
| 29 | 107 Ajax Road, Whangamata | <i>South Auckland Land District - Thames-Coromandel District</i><br><br>0.1004 hectares, more or less, being Lot 27 DPS 562. All computer freehold register SA63B/37. | Nil          | i. Hako<br>ii. Ngāti Maru<br>iii. Ngāti Tamaterā<br>iv. Ngāti Tara Tokanui<br>v. Ngaati Whanaunga | LINZ Treaty Settlements Landbank | \$193,900      |

## 4 COMMERCIAL REDRESS PROPERTIES

| No | Address   | Description   | Encumbrances | Iwi of Hauraki | Land holding agency              | Transfer value |
|----|---|---|--------------|----------------|----------------------------------|----------------|
| 1  | Corner Coronation Street/<br>Opukeko Road, Paeroa | <p><i>South Auckland Land District – Hauraki District</i></p> <p>0.2256 hectares, more or less, being Lot 1 DP 17806. All computer freehold register SA36A/693.</p> <p>0.1214 hectares, more or less, being Lot 2 DP 17806. All computer freehold register SA36A/694.</p> <p>0.1011 hectares, more or less, being Lot 5 DP 17806. All computer freehold register SA36A/697.</p> <p>0.0710 hectares, more or less, being Lot 6 DP 17806. All computer freehold register SA36A/698.</p> | Nil          | Hako           | LINZ Treaty Settlements Landbank | \$108,500      |

**PROPERTY REDRESS**

**4: COMMERCIAL REDRESS PROPERTIES**

| No | Address                        | Description  | Encumbrances   | Iwi of Hauraki        | Land holding agency              | Transfer value |
|----|--------------------------------|--|--|-----------------------|----------------------------------|----------------|
| 2  | 37 Burgess Street,<br>Te Aroha | <i>South Auckland Land District – Matamata-Piako District</i><br><br>0.0967 hectares, more or less, being Lot 2 DPS 62676. All computer freehold register SA52A/128. | Subject to an unregistered Deed of Lease in favour of the Matamata-Piako District Council.<br><br>Subject to an unregistered Deed of Sub-lease in favour of Te Aroha Mountain Railway Incorporated.  | Ngāti Rāhiri Tumutumu | LINZ Treaty Settlements Landbank | \$57,167       |
| 3  | 24 Gordon Avenue,<br>Te Aroha  | <i>South Auckland Land District – Matamata-Piako District</i><br><br>0.1376 hectares, more or less, being Lot 1 DPS 70246. All computer freehold register SA56B/694. | Subject to an easement in gross for a sewage right created by Transfer B286770.3.<br><br>The easement created by Transfer B286770.3 is subject to 243(a) of the Resource Management Act 1991.<br><br>Together with an easement in gross for a stormwater and drainage right created by Transfer B286770.4.<br><br>The easement created by Transfer B286770.4 is subject to 243(a) of the Resource Management Act 1991. | Ngāti Rāhiri Tumutumu | LINZ Treaty Settlements Landbank | \$56,467       |

**PROPERTY REDRESS**

**4: COMMERCIAL REDRESS PROPERTIES**

| <b>No</b> | <b>Address</b>                 | <b>Description</b>   | <b>Encumbrances</b>   | <b>Iwi of Hauraki</b> | <b>Land holding agency</b>       | <b>Transfer value</b> |
|-----------|--------------------------------|--|---|-----------------------|----------------------------------|-----------------------|
| 4         | 1 Terminus Street,<br>Te Aroha | <i>South Auckland Land District – Matamata-Piako District</i><br><br>0.3948 hectares, more or less, being Lot 1 DPS 44575. All computer freehold register SA40A/367. | Nil   | Ngāti Rāhiri Tumutumu | LINZ Treaty Settlements Landbank | \$80,500              |
| 5         | 6 Gordon Avenue,<br>Te Aroha   | <i>South Auckland Land District – Matamata-Piako District</i><br><br>0.4288 hectares, more or less, being Lot 1 DPS 61217. All computer freehold register SA50A/318. | Nil   | Ngāti Tamaterā        | LINZ Treaty Settlements Landbank | \$105,233             |
| 6         | 16 Gordon Avenue,<br>Te Aroha  | <i>South Auckland Land District – Matamata-Piako District</i><br><br>0.0836 hectares, more or less, being Lot 2 DPS 70246. All computer freehold register SA56B/695. | Subject to an easement in gross for a sewage right created by Transfer B286770.5.<br><br>The easement created by Transfer B286770.5 is subject to 243(a) of the Resource Management Act 1991. | Ngāti Tamaterā        | LINZ Treaty Settlements Landbank | \$44,333              |

**PROPERTY REDRESS**

**4: COMMERCIAL REDRESS PROPERTIES**

| <b>No</b> | <b>Address</b>              | <b>Description</b>  | <b>Encumbrances</b>  | <b>Iwi of Hauraki</b>                          | <b>Land holding agency</b>       | <b>Transfer value</b> |
|-----------|-----------------------------|---|--|--|----------------------------------|-----------------------|
| 7         | 150 Opoutere Road, Opoutere | <i>South Auckland Land District – Thames-Coromandel District</i><br><br>6.4820 hectares, more or less, being Section 1 SO 59417. All computer freehold register 76239.        | Subject to an unregistered licence to occupy in favour of A Bridson.   | Ngaati Whanaunga                               | LINZ Treaty Settlements Landbank | \$170,333             |
| 8         | 35 Stanley Avenue, Te Aroha | <i>South Auckland Land District – Matamata-Piako District</i><br><br>1.0083 hectares, more or less, being Lot 1 DPS 61219. All computer freehold register SA50A/314.          | Subject to an unregistered licence to occupy in favour of J McNae.   | i. Ngāti Rāhiri Tumutumu<br>ii. Ngāti Tamaterā | LINZ Treaty Settlements Landbank | \$141,633             |
| 9         | 440 Woodland Road, Katikati | <i>South Auckland Land District – Western Bay of Plenty District</i><br><br>4.6149 hectares, more or less, being Section 1 SO 33746. All computer freehold register SA51D/38. | Subject to a right of way easement created by Transfer B201630.3.<br><br>Subject to a right of way easement created by Transfer B478752.1. | Ngāti Maru                                     | LINZ Treaty Settlements Landbank | \$9,333               |

**PROPERTY REDRESS**

**4: COMMERCIAL REDRESS PROPERTIES**

| <b>No</b> | <b>Address</b>                | <b>Description</b>  | <b>Encumbrances</b>  | <b>Iwi of Hauraki</b>                        | <b>Land holding agency</b>       | <b>Transfer value</b> |
|-----------|-------------------------------|---|--|--|----------------------------------|-----------------------|
| 10        | 132 Park Road, Katikati       | <p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>0.1474 hectares, more or less, being Lot 1 DP 447399. All computer freehold register 564612.</p>     | <p>Subject to consent notice 8978536.1.</p> <p>Together with a right to convey telecommunications and computer media created by Easement Instrument 8978536.3.</p> <p>The easements created by Easement Instrument 8978536.3 are subject to section 243(a) of the Resource Management Act 1991.</p> <p>Subject to an unregistered tenancy agreement in favour of T Davy.</p> | Ngāti Tamaterā                               | LINZ Treaty Settlements Landbank | \$184,800             |
| 11        | 69 Broadway Road, Waihi Beach | <p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>0.0587 hectares, more or less, being Section 1 SO 308381. All computer interest register 108057.</p> | Nil  | <p>i. Hako</p> <p>ii. Ngāti Tara Tokanui</p> | LINZ Treaty Settlements Landbank | \$478,333             |



**PROPERTY REDRESS**

**4: COMMERCIAL REDRESS PROPERTIES**

| No | Address                        | Description  | Encumbrances   | Iwi of Hauraki   | Land holding agency              | Transfer value |
|----|--------------------------------|--|--|--|----------------------------------|----------------|
| 12 | 1679 State Highway 2, Athenree | <p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>2.2905 hectares, more or less, being Lot 1 DPS 63309. All computer freehold register SA54B/530.</p> | Saving and excepting to Her majesty the Queen all minerals, mineral oil, gas, metals, coal and valuable stone under the surface of the land. See subpart (4) of part (3) of the draft collective bill. | <p>i. Ngāti Tamaterā</p> <p>ii. Ngāti Tara Tokanui</p> | LINZ Treaty Settlements Landbank | \$129,733      |

## 5 LICENSED LAND

| Property Name              | Description  | Encumbrances   | Land holding agency | Transfer value |
|----------------------------|--|--|---------------------|----------------|
| Hauraki<br>Athenree Forest | <p><i>South Auckland Land District – Western Bay of Plenty</i></p> <p>787 hectares, approximately, being Lot 1 DPS 26279, Part Lots 1, 2, 3, 4 and 5 DPS 56705, Lots 1, 2, 3, 4 and 5 DPS 56706 and Sections 1, 2, 3 and 4 SO 313136, as shown marked blue on Map A attached to this part.</p> | <p>Subject to a Crown forestry licence held in computer interest register SA50D/250.</p> <p>Subject to a variation of Crown forestry licence registered as 6613038.1.</p> <p>Subject to Section 120(9) Public Works Act 1981.</p> <p>Subject to Section 315 Land Act 1924. (Affects Lot 1 DPS 26279). See subpart (4) of part (3) of the draft collective bill.</p> <p>Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the land and reserving always to Her Majesty the Queen and all persons lawfully entitled to work the said minerals a right of ingress, egress and regress over the said land. (affects Lot 1 DPS 26279).</p> <p>Subject to a protective covenant (archaeological) registered as B100725.</p> <p>Subject to a protective covenant (forest research) registered as B100725..</p> <p>Subject to a protective covenant (conservation) registered as B100725.</p> <p>Subject to a Notice pursuant to Section 195(2) Climate Change Response Act 2002</p> | LINZ                | \$1,125,000    |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name | Description | Encumbrances   | Land holding agency | Transfer value |
|---------------|-------------|--|---------------------|----------------|
|               |             | <p>registered as instrument 9109973.1. (Affects Lot 1 DPS 26279, Lots 1 and 2 DPS 56706, Lot 2 DPS 56705 and Sections 1 and 2 SO 313136).</p> <p>Subject to a Notice pursuant to section 195(2) Climate Change Response Act 2002 registered as instrument 9110103.1 (affects Lot 1 DPS 56705).</p> <p>Subject to a right of way easement created by Transfer H298402.2 (Area A DPS 26279).</p> <p>The easements created by transfer H298402.2 are subject to section 37(1)(a) Counties Amendment Act 1961.</p> <p>Subject to and together with right of way easements to be created (in the form in part 7.4 of the Documents Schedule).</p> <p>Together with a right of way easement in favour of Lot 1 DPS 56706 created by transfer S364339 (Area A DPS 33000).</p> |                     |                |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name         | Description   | Encumbrances   | Land holding agency | Transfer value |
|-----------------------|---|--|---------------------|----------------|
| Hauraki Waihou Forest | <p><i>South Auckland Land District -</i></p> <p><i>Thames-Coromandel District and Hauraki District</i></p> <p>1230.20 hectares, approximately, being Part Lot 1 DPS 1016, Lot 1 DPS 27968, Lot 3 and Part Lot 4 DPS 28929, Lot 1 DP 30446, Lots 1 and 3 DPS 55475, Lot 1 DPS 56162, Lot 1 DPS 56244, Lot 1 DPS 57243, Lot 1 DPS 57319, Sections 6, 24, 32, 39 and 40 Block IX Ohinemuri Survey District, Section 3 Block VIII Thames Survey District, Part Section 19 Block IX Thames Survey District, Te Rahootaranga 2 Block, Whangaimokopuna Block, Ohuamuri 2A1 and 2A2, Part Te Rereapahau 2, 3A and 3B and Part Ngawhakaupou 3. Subject to survey as shown marked green on Map B attached to this part.</p> | <p>Subject to a Crown forestry licence held in computer interest register SA50C/1000.</p> <p>Subject to a variation of Crown Forestry licence registered as 6613038.1.</p> <p>Subject to a Protective covenant (archaeological) registered as B102557.1.</p> <p>Subject to a protective covenant (water and soil) registered as B102557.1.</p> <p>Subject to Gazette Notice B643289.1 declaring adjoining State Highway 25A to be a limited access road.</p> <p>Subject to notice 5182823.1 pursuant to section 91 of the Transit New Zealand Act 1989.</p> <p>Subject to a Notice pursuant to Section 195(2) of the Climate Change Response Act 2002 registered as instrument 9109973.1. (affects Lot 3 and part Lot 4 DP 28929, Lot 1 DP 30446, Lot 1 and 3 DPS 55475, Lot 1 DPS 56162, Lot 1 DPS 56244, Lot 1 DPS 57243, Lot 1 DPS 57319, Sections 6, 24, 32, 39 and 40 Block IX Ohinemuri Survey District, Section 3 Block VIII Thames Survey District and Lot 1 DPS 27968).</p> <p>Subject to a Notice pursuant to Section 195 (2) of the Climate Change Response Act 2002 registered as instrument 9110103.1. (affects Ohuamuri 2A1 and Ohuamuri 2A2).</p> | LINZ                | \$857,797      |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name | Description | Encumbrances  | Land holding agency | Transfer value |
|---------------|-------------|---|---------------------|----------------|
|               |             | <p>Subject to a right of way easement over Lot 1 DPS 57319 held in computer interest register SA57D/690 (Areas B and D DPS 57319).</p> <p>Subject to a right of way easement to be created over Area A DPS 56244 (as referred to in clause 16.15.4).</p> <p>Saving and excepting as to part Section 19 Block IX Thames Survey District and Section 3 Block VIII Thames Survey District all minerals, mineral oils, gas, metal, coal and valuable stone on or under the said land together with a right ingress egress and regress over the said land. (affects Part Section 19 BLK IX Thames Survey District and Section 3 BLK VIII Thames Survey District)</p> <p>Excepting all metals precious stones, minerals, coal and oil on and under the said land. (affects Lot 1 DPS 56162 - formerly Section 15 Block IX Ohinemuri Survey). See subpart (4) of part (3) of the draft collective bill.</p> <p>Subject to Section 315 Land Act 1924. (affects Part Lot 1 DPS 55475 which was formerly Section 6 Block XIII Tairua Survey District, Part Section 19 Block IX Thames Survey District, Section 24 Block IX Ohinemuri Survey District and Part of Lot 1 DPS 57319)</p> <p>Subject to Section 206</p> |                     |                |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name | Description | Encumbrances   | Land holding agency | Transfer value |
|---------------|-------------|--|---------------------|----------------|
|               |             | <p>Land Act 1924 (affects Part of Lot 1 DPS 55475).</p> <p>Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the land and reserving always to Her Majesty the Queen and all persons lawfully entitled to work the said minerals a right of ingress egress and regress over the said land. (affects Part of Lot 1 DPS 55475 which was formerly Section 6 Block XIII Tairua Survey District). See subpart (4) of part (3) of the draft collective bill.</p> <p>Subject to Section 59 Land Act 1948. (affects Sections 6, 39, 32, and 40 Block IX Ohinemuri Survey District, Lot 1 DPS 57243 and Part of Lot 1 DPS 55475 which was formerly Section 8 Blk XIII Tairua Survey District).</p> <p>Together with a right of way easement held in computer interest register SA57D/690 (Areas A, C and E DPS 57319).</p> <p>Together with a right of way easement created by Transfer H497562.2 (Areas A and C DPS 30792).</p> <p>Together with a right of way easement created by Transfer B449314.1 (Area A on DPS 53242)</p> <p>Subject to Exploration Permit 40 598 over lot 1 DPS 57243 held in computer interest register 95627.</p> |                     |                |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| <b>Property Name</b> | <b>Description</b>  | <b>Encumbrances</b>  | <b>Land holding agency</b> | <b>Transfer value</b> |
|----------------------|---|--|----------------------------|-----------------------|
| Kauaeranga           | <p><i>South Auckland Land District – Thames-Coromandel District</i></p> <p>347.3200 hectares, more or less, being Lots 1 and 2 DPS 57484.</p> | <p>Subject to a Crown forestry licence held in computer interest register SA50D/200.</p> <p>Subject to a variation of Crown forestry licence registered as 6613038.1.</p> <p>Subject to a protective covenant (archaeological) created by B100724.</p> <p>Subject to a Notice pursuant to section 195(2) Climate Change Response Act 2002 registered as instrument 9109973.1.</p> <p>Subject to section 315 Land Act 1924 (affects part Lot 2 DPS 57484 formerly part Section 7 Block VI Thames Survey District).</p> <p>Subject to water easements (in gross) over Lots 1 and 2 DPS 57484 held in computer interest register SA1458/22 (Areas G, H, I, J, K, L, M, N, O and P DPS 57484).</p> <p>Subject to a right of way easement in gross to be created over Areas A, B, D and F DPS 57484 (as referred to in clause 16.15.2).</p> <p>Together with a right of way easement to be created over Areas C and E DPS 57484 (as referred to in clause 16.15.3).</p> | LINZ                       | \$225,000             |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name | Description  | Encumbrances  | Land holding agency | Transfer value |
|---------------|--|---|---------------------|----------------|
| Tairua        | <p><i>South Auckland Land District~ Thames Coromandel District</i></p> <p>12,601.82 hectares, approximately, being Lots 1, 2 and 3 DPS 53794, Lots 1 and 2 DPS 55933, Lots 1, 2 and 3 DPS 55988, Lot 1 DPS 55990, Part Lot 1 DPS 55991, Lot 1 DPS 55992, Lot 1 DPS 55993, Lot 1 DPS 55995, Lot 1 DPS 56164, Lot 1 DPS 56563, Lot 1 DPS 56934, Lot 1 DPS 56978, Lot 1 DPS 57376, Lot 1 DPS 57405, Lots 2 and 3 DP 397533 and Section 10 SO 443897. Subject to survey.</p> | <p>Subject to a Crown forestry licence held in computer interest register SA50C/950.</p> <p>Subject to a partial surrender of Crown forestry licence registered as 6197237.6.</p> <p>Subject to a variation of Crown forestry licence registered as 6613038.1.</p> <p>Subject to a partial surrender of Crown forestry licence registered as 8014570.3. (affects Lot 1 DP 397533)</p> <p>Subject to a variation of Crown forestry licence registered as 8014570.3.</p> <p>Subject to a variation of Crown forestry licence registered as 8924104.1. (affects Sections 4 and 7 SO 443897 formerly being part Lot 1 DPS 55989 and balance now Section 10 SO 443897)</p> <p>Subject to a Protective covenant (archaeological) registered as B102559.1.</p> <p>Subject to a protective covenant (forest research) registered as B102559.1.</p> <p>Subject to a protective covenant (conservation) registered as B102559.1. (Affects Area A DPS 55985).</p> <p>Subject to a public access easement over Part Lot 3 DP 397533 (formerly part Lot 1 DPS 55986) registered as B102559.2 (Area A DPS</p> | LINZ                | \$17,180,000   |



**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name | Description | Encumbrances  | Land holding agency | Transfer value |
|---------------|-------------|---|---------------------|----------------|
|               |             | <p>55987).</p> <p>Subject to a public access easement over Part Lot 2 DPS 53794 and Part Lot 1 DPS 56563 registered as B102559.2 (Areas A, B and G DPS 56863).</p> <p>Subject to a public access easement over Part Lot 3 DPS 53794 and Part Lot 1 DPS 56934 registered as B102559.2 (Areas A and B DPS 57153).</p> <p>Subject to a right of way easement over Lot 1 DPS 53794 and Lot 1 DPS 56934 held in computer interest register SA62B/625. (Areas A and B DPS 57079).</p> <p>Subject to rights of way over Lot 1 DPS 56563 and Lot 2 DPS 53794 held in computer interest register SA63B/349 (Areas A, B, C, D, E, J, K, L, M, N, P and Q DPS 72563).</p> <p>Subject to a right in gross to convey television transmissions and electricity over Lot 2 DPS 53794 held in computer interest register SA69A/994. (Area A DPS 53794).</p> <p>Subject to a right to convey electricity (in gross) over Lot 2 DP 397533 created by easement instrument 8476353.1 (Area A DP 421805)</p> <p>Together with a right of way easement in favour of Lots 2 and 3 DP 397533 created by</p> |                     |                |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name | Description | Encumbrances   | Land holding agency | Transfer value |
|---------------|-------------|--|---------------------|----------------|
|               |             | <p>instrument 8014570.6. (Areas A, B, C and D DP 397533).</p> <p>Subject to a Notice pursuant to section 195(2) Climate Change Response Act 2002 registered as instrument 9109973.1 (Affects Lots 1-3 DPS 53794, Lots 1-2 DPS 55933, Lot 1 DPS 55988, Section 10 SO 443897 (formerly Part Lot 1 DPS 55989), Lot 1 DPS 55990, Lot 1 DPS 55992, Lot 1 DPS 55993, Lot 1 DPS 55995, Lot 1 DPS 56164, Lot 1 DPS 56563, Lot 1 DPS 56934, Lot 1 DPS 56978, Lot 1 DPS 57376, Lot 1 DPS 57405 and Lots 2 and 3 DP 397533).</p> <p>Subject to <i>Gazette</i> Notice 5425408.1 declaring adjoining State highway 25 to be a limited access road.</p> <p>Subject to an unregistered access agreement in favour of Waihi Gold Company Limited in respect of Exploration Permit 51630 Ohui. (affects Section 10 SO 443897 (formerly Lot 1 DPS 55989), Lot 1 DPS 55990, Part Lot 1 DPS 55993, Part Lot 1 DPS 56164, Part Lot 1 DPS 56978 and Lot 1 DPS 57376).</p> <p>Subject to an unregistered access agreement in favour of Waihi Gold Company Limited in respect of Exploration Permit 51041 White Bluffs. (affects Part Lot 1, Part Lot 2 and Part Lot 3 DPS 53794, Part Lot 1 DPS 55995, Part</p> |                     |                |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| <b>Property Name</b> | <b>Description</b> | <b>Encumbrances</b>  | <b>Land holding agency</b> | <b>Transfer value</b> |
|----------------------|--------------------|--|----------------------------|-----------------------|
|                      |                    | <p>Lot 1 DPS 56563, Part Lot 1 DPS 56934 and Part Lot 3 DP 397533 (formerly Part Lot 1 DPS 55986))</p> <p>Subject to a right of way easement (in gross) to be created over Part Lot 1 DPS 55991 shown as Area A on LTS 57154 (as referred to in clause 16.15.2).</p> <p>Subject to a right of way easement (in gross) to be created over Part Lot 3 DP 397533 (formerly Part Lot 1 DPS 55986) shown as Area A on DPS 55987 (as referred to in clause 16.15.2).</p> |                            |                       |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| <b>Property Name</b> | <b>Description</b>   | <b>Encumbrances</b>   | <b>Land holding agency</b> | <b>Transfer value</b> |
|----------------------|--|---|----------------------------|-----------------------|
| Whangamata           | <p><i>South Auckland Land District – Thames-Coromandel District</i></p> <p>286.3447 hectares, more or less, being Lot 1 DP 397533.</p> | <p>Subject to a Crown forestry licence held in computer interest register 460127.</p> <p>Subject to a protective covenant (archaeological) created by B102559.1.</p> <p>Subject to a protective covenant (forest research) created by B102559.1.</p> <p>Subject to a Notice pursuant to section 195(2) Climate Change Response Act 2002 registered as instrument 9098249.1.</p> <p>Subject to a right of way easement over Lot 1 DP 397533 created by easement instrument 8014570.6. (Areas A, B, C and D DP 397533).</p> <p>Subject to an unregistered licence to treat and dispose sewerage in favour of Thames-Coromandel District Council. (Areas A, B, C, D and E DP 55986).</p> | LINZ                       | \$405,000             |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name | Description   | Encumbrances  | Land holding agency | Transfer value |
|---------------|---|---|---------------------|----------------|
| Whangapoua    | <p><i>South Auckland Land District – Thames Coromandel District</i></p> <p>10555.06 hectares, approximately, being</p> <p>Lots 1 and 2 DP 12597, Lot 5 DPS 9895, Lot 1 DPS 31732, Lot 6 DPS 32059, Lot 7 DPS 32060, Lot 1 DPS 32518, Lot 1 DPS 57169, Lot 1 DPS 57171, Part Lot 1 DPS 57172, Part Lot 1 DPS 57173, Lot 2 DPS 57173, Lot 1 DPS 57174, Lot 1 DPS 57175, Lots 1, 2, and 3 DPS 57176, Lots 1, 2, 3 and 4 DPS 57177, Lot 1 DPS 57178, Lots 1, 2, 3 and 4 DPS 57181, Part Lot 1 DPS 59961, Section 2 SO 60718, Sections 1, 4, and 5 SO 60731, Section 2 SO 60736, Sections 5, and 6 SO 60737, Section 2 SO 60741 and Sections 4 and 6 SO 355361. Subject to survey.</p> | <p>Subject to a Crown forestry licence held in computer interest register SA49C/450.</p> <p>Subject to a variation of Crown forestry licence registered as B679185.1.</p> <p>Subject to a protective covenant (archaeological) held in computer interest register SA57A/872 (excludes Section 2 SO 60718, Sections 1, 4 and 5 SO 60731, Section 2 SO 60736, Sections 5 and 6 SO 60737, Section 2 SO 60741, Sections 4 and 6 SO 355361).</p> <p>Subject to a protective covenant (forest research) held in computer interest register SA57A/872 (excludes Section 2 SO 60718, Sections 1, 4 and 5 SO 60731, Section 2 SO 60736, Sections 5 and 6 SO 60737, Section 2 SO 60741, Sections 4 and 6 SO 355361).</p> <p>Subject to a public access easement over Part Lot 1 DPS 57171, Part Lot 1 DPS 57174 and Part Lot 1 DPS 57175 held in computer interest register SA57A/873 (Areas A on DPS 57171, A on DPS 57174 and A, B and C on DPS 57175).</p> <p>Subject to a public access easement over Part Lot 1 DPS 57171 held in computer interest register SA57A/873 (Areas B and D DPS 57171).</p> <p>Subject to a public access easement over Part Lot 1 DPS 57178 held in computer interest</p> | LINZ                | \$6,300,000    |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name | Description | Encumbrances  | Land holding agency | Transfer value |
|---------------|-------------|---|---------------------|----------------|
|               |             | <p>register SA57A/873 (Area A DPS 57178).</p> <p>Subject to an easement to take and convey water from and over Lot 1 DPS 57173 created by Transfer H566738 (Area C DPS 57173).</p> <p>Subject to a Deed of grant of right of way easement over Lot 1 DPS 57171 and Lot 1 DPS 57173 held in computer interest register SA54D/79 (Area D DPS 57171 and Area A DPS 57173).</p> <p>Subject to a right of way easement in gross over Lot 1 DPS 57172 held in computer interest register SA57A/874 (Areas C and D DPS 57172).</p> <p>Subject to a right of way easement over Lot 1 DPS 57172 held in computer interest register SA63B/135 (Area B on DPS 57172).</p> <p>Subject to easement in gross in favour of Thames Coromandel District Council for right to convey water over Lots 2 and 3 DPS 57181 held in computer interest register SA72D/927 (shown A, B and C on DPS 78280).</p> <p>Together with a right of way easement in favour of Lot 6 DPS 32059 and Lot 7 DPS 32060 specified in Easement Certificate H457035.3 (Area C on DPS 32058 and Areas A, B, D, and E on DPS 85952).</p> <p>Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as</p> |                     |                |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name | Description | Encumbrances   | Land holding agency | Transfer value |
|---------------|-------------|--|---------------------|----------------|
|               |             | <p>Instrument 9109973.1 (Affects Lot 1 DPS 31732, Lot 1 DPS 32518, Lot 1 DPS 57169, Lot 1 DPS 57171, Lot 1 DPS 57174, Lot 1 DPS 57175, Lots 1 and 3 DPS 57176, Lots 1 and 4 DPS 57177, Lot 1 DPS 57178, Lots 2, 3 and 4 DPS 57181, Lot 5 DPS 9895, Lot 6 DPS 32059, Lot 7 DPS 32060, Section 2 SO 60741 and Sections 4 and 6 SO 355361).</p> <p>Subject to a compensation certificate registered as Instrument B605326.1. (excludes Section 2 SO 60718, Sections 1, 4 and 5 SO 60731, Section 2 SO 60736, Sections 5 and 6 SO 60737, Section 2 SO 60741 and Sections 4 and 6 SO 355361).</p> <p>Subject to a right of way and parking over Part Lot 1 DPS 57172 created by Transfer B537318.1 (Area A DPS 57172).</p> <p>Subject to a right of way easement in gross to be created over Lot 1 DPS 57178 shown as Area A DPS 57178 (as referred to in clause 16.15.2).</p> <p>Subject to a right of way easement in gross to be created over Lots 2 and 3 DPS 57181 shown as Areas A, B, C and D DPS 57181 (as referred to in clause 16.15.2).</p> <p>Subject to a right of way easement in gross to be created over Lot 1 DPS 57171 shown as Areas B, C and D DPS 57171 (as referred to in clause 16.15.2).</p> <p>Subject to a right of way easement in gross to be</p> |                     |                |

**PROPERTY REDRESS**

**5: LICENSED LAND**

| Property Name | Description | Encumbrances  | Land holding agency | Transfer value |
|---------------|-------------|---|---------------------|----------------|
|               |             | <p>created over Lot 1 DPS 57171, Lot 1 DPS 57174, Lot 1 DPS 57175 and Lot 1 DP 12597 shown as Areas A on DPS 57171, A on DPS 57174, A, B and C on DPS 57175 and unlabelled on DPS 57175 (as referred to in clause 16.15.2).</p> <p>Subject to section 8 of the Mining Act 1971 (affects Lot 1 DPS 31732). See subpart (4) of part (3) of the draft collective bill.</p> <p>Subject to section 168A of the Coal Mines Act 1925 (affects Lot 1 DPS 31732). See subpart (4) of part (3) of the draft collective bill.</p> <p>Together with a right of way easement to be created in favour of Lot 1 DPS 57171, and Lots 1, 2, 3, and 4 DPS 57181 over Part Section 19 and Part Section 20 Block XII and Part Section 21 Block XVI Coromandel Survey District shown as Area E on DPS 57181 (as referred to in clause 16.15.3).</p> <p>Together with a right of way easement to be created in favour of Lot 1 DPS 57174 over Part Section 17 Block VI Coromandel Survey District and Part Karaka No 1 Block shown as Area B DPS 57174 (as referred to in clause 16.15.3).</p> <p>Together with a right of way easement to be created in favour of Lot 1 DPS 57171, Lot 1 DPS 57174 and Lot 1 DPS 57175 over Section 7 and Part Section 6 Block XI, Part Section 17 Block VII</p> |                     |                |



**PROPERTY REDRESS**

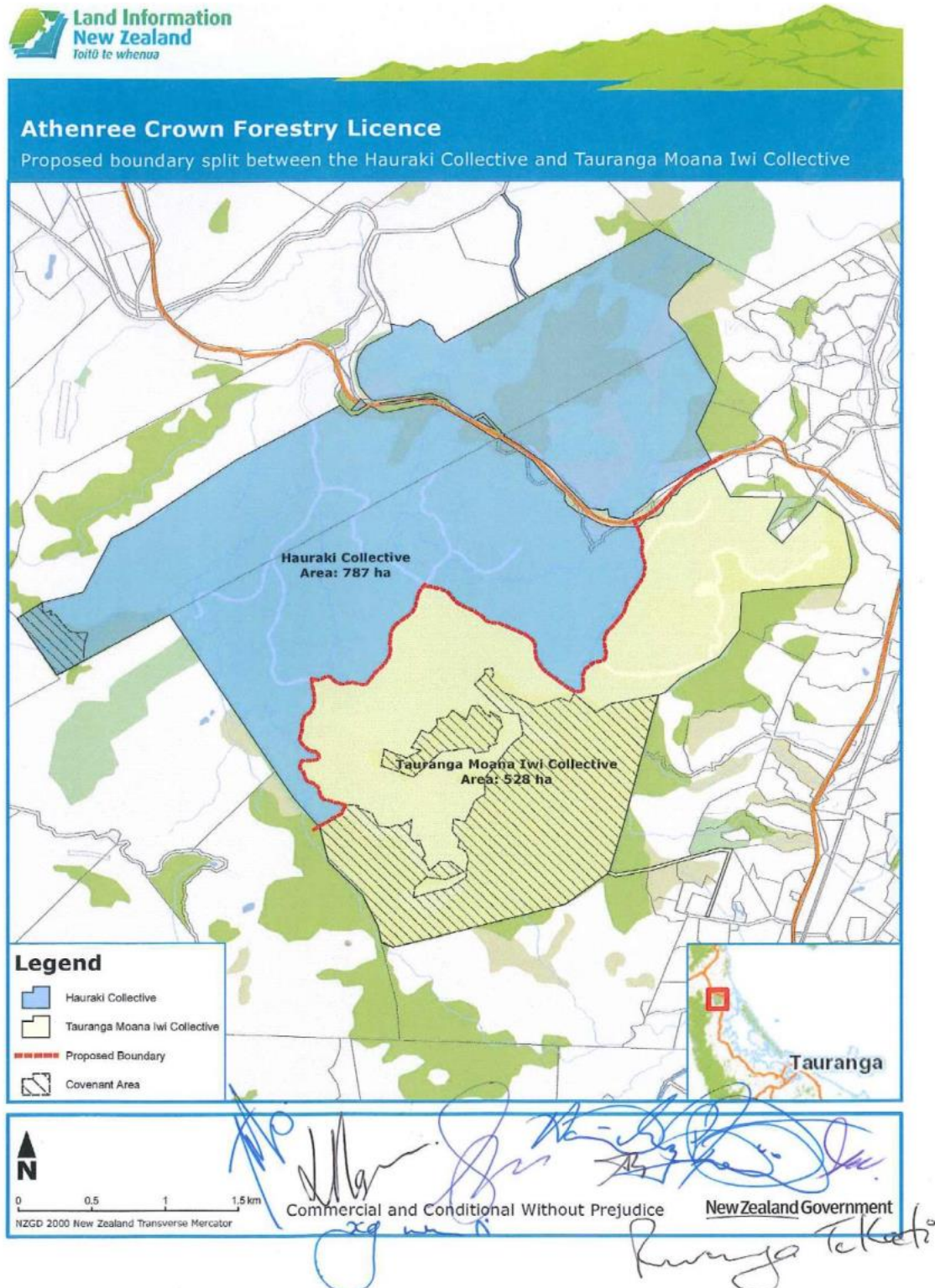
**5: LICENSED LAND**

| <b>Property Name</b> | <b>Description</b> | <b>Encumbrances</b>   | <b>Land holding agency</b> | <b>Transfer value</b> |
|----------------------|--------------------|---|----------------------------|-----------------------|
|                      |                    | <p>Coromandel Survey District, Part Moutere B Block and Part Purunui Block and Crown Land Reserved From Sale unlabelled areas on DPS 57174 and DPS 57175 (as referred to in clause 16.15.3).</p> <p>Together with a right of way easement in favour of Part Lot 1 DPS 57172 to be created on the terms and conditions in part 7.5 of the documents schedule.</p> <p>Subject to an informal agreement to site and access a rainfall recording station benefiting the Waikato Regional Council over part Lot 1 DPS 57173.</p> |                            |                       |

## PROPERTY REDRESS

### 5: LICENSED LAND

#### MAP A





## 5: LICENSED LAND

## MAP B



## 6 DEFERRED SELECTION PROPERTIES

| No | Name/Address                    | Description   | Conservation Covenant  | Determining Market Value | Land holding Agency        |
|----|---------------------------------|---|--|--------------------------|----------------------------|
| 1  | Tairua Forest Conservation Area | <p><i>South Auckland Land District – Thames-Coromandel District</i></p> <p>63.3838 hectares, more or less, being Section 8 Block XI Tairua Survey District. All <i>Gazette</i> 1976, p 1167.</p> <p>777.62 hectares, approximately, being Part Sections 2, 3, and 4 Block XI Tairua Survey District and Part Wharekawa East 1 and 2 Blocks. Part <i>Gazette</i> 1935, p 2735. Subject to survey.</p>              | Subject to the conservation covenant contained in part 8.1 of the Documents Schedule | To be separately valued  | Department of Conservation |
| 2  | Kitahi Conservation Area        | <p><i>South Auckland Land District – Thames-Coromandel District</i></p> <p>201.8940 hectares, more or less, being Section 13 Block VII Tairua Survey District. Part Proclamation 8726.</p> <p>187.5390 hectares, more or less, being Section 14 Block VII Tairua Survey District. Part transfer S131748.</p>  | Subject to the conservation covenant contained in part 8.2 of the Documents Schedule | To be separately valued  | Department of Conservation |
| 3  | Hikuai Conservation Area        | <p><i>South Auckland Land District – Thames-Coromandel District</i></p> <p>378.4 hectares, approximately, being Parts Tairua Block. Part computer freehold register SA8/151 and Part <i>Gazette</i> 1935 p 2735. Subject to survey.</p> <p>175.8359 hectares, more or less, being Section 7 Block VII Tairua Survey District. Part Proclamation 8726.</p> <p>40.5100 hectares, more or less, being Section 11</p> | Subject to the conservation covenant contained in part 8.3 of the Documents Schedule | To be separately valued  | Department of Conservation |

PROPERTY REDRESS

6: DEFERRED SELECTION PROPERTIES

|   |   |  |  |                         |                            |
|---|---|--|--|-------------------------|----------------------------|
|   |   | Block VII Tairua Survey District. Part Proclamation 8726.  |  |                         |                            |
| 4 | Kitahi Conservation Area Site B                           | <p><i>South Auckland Land District – Thames-Coromandel District</i></p> <p>186.34 hectares, approximately, being Part Section 43 Block II Tairua Survey District. Part <i>Gazette</i> 1934 p 524. Subject to survey.</p> <p>1.9160 hectares, more or less, being Section 45 Block II Tairua Survey District.</p> | Subject to the conservation covenant contained in part 8.4 of the Documents Schedule | To be separately valued | Department of Conservation |
| 5 | Oteao Stream Conservation Area                            | <p><i>South Auckland Land District – Thames-Coromandel District</i></p> <p>283.85 hectares, approximately, being Part Section 20 Block VII Whitianga Survey District. Part <i>Gazette</i> 1980 p 4054. Subject to survey.</p>  | Subject to the conservation covenant contained in part 8.5 of the Documents Schedule | To be separately valued | Department of Conservation |
| 6 | Mangarehu Stream Conservation Area                        | <p><i>South Auckland Land District – Thames-Coromandel District</i></p> <p>21.01 hectares, approximately, being Part Section 7 Block VI Thames Survey District. Part computer freehold register SA713/43 and Part <i>Gazette</i> 1948 p 1242. Subject to survey.</p>   | Subject to the conservation covenant contained in part 8.6 of the Documents Schedule | To be separately valued | Department of Conservation |
| 7 | Waiwawa River Conservation Area<br><br>Parcel ID: 4535325 | <p><i>South Auckland Land District – Thames-Coromandel District</i></p> <p>1 hectare, approximately, being Crown Land situated in Block IX Hastings Survey District. Subject to survey.</p>  |  | To be separately valued | Department of Conservation |
| 8 | Huruhurutakimo Stream Conservation Area                   | <p><i>South Auckland Land District – Thames-Coromandel District</i></p> <p>2.32 hectares, approximately, being Section 3 Block II Whitianga Survey District. Subject to survey.</p>  |  | To be separately valued | Department of Conservation |

PROPERTY REDRESS

6: DEFERRED SELECTION PROPERTIES

|    |  |  |  |                         |                            |
|----|--|--|--|-------------------------|----------------------------|
| 9  | Wentworth Valley property (part Tairua Forest Conservation Area) | <i>South Auckland Land District – Thames-Coromandel District</i><br><br>2.8 hectares, approximately, being Part Section 10 Blk III Ohinemuri Survey District. Part computer freehold register 56C/704. Subject to survey.<br><br>As shown on the map in part 11 of the attachments |  | To be separately valued | Department of Conservation |
| 10 | Piako River Conservation Area                                    | <i>South Auckland Land District – Hauraki District</i><br><br>43 hectares, approximately, being Part Puhangateuru Block. Part <i>Gazette</i> 1903 p 1636. Subject to survey.   |  | To be separately valued | Department of Conservation |
| 11 | Patetonga (Flax Mill Road) Conservation Area                     | <i>South Auckland Land District – Hauraki District</i><br><br>39.6400 hectares, more or less, being Section 56 Block IX Waihou Survey District. Part <i>Gazette</i> 1897 p 1747, Part <i>Gazette</i> 1898 p 1251, and Part <i>Gazette</i> 1899 p 1359.                             |  | To be separately valued | Department of Conservation |
| 12 | Waihou River Conservation Area                                   | <i>South Auckland Land District – Hauraki District</i><br><br>13.34 hectares, approximately, being Part Section 6A and Part Section 6B Block XII Waihou Survey District. Balance <i>Gazette</i> notice S530726. Subject to survey.   |  | To be separately valued | Department of Conservation |

## **7 DEFERRED PURCHASE**

### **A RIGHT OF PURCHASE**

#### **NOTICE OF INTEREST**

- 7.1 The Pare Hauraki collective commercial entity may, for the deferred selection period, give the Crown a written notice of interest in purchasing a deferred selection property.

#### **EFFECT OF NOTICE OF INTEREST**

- 7.2 If the Pare Hauraki collective commercial entity gives, in accordance with this part, a notice of interest in a deferred selection property –
- 7.2.1 the Crown must, not later than [60] business days after the notification date, give the Pare Hauraki collective commercial entity all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and
- 7.2.2 the property's transfer value must be determined or agreed in accordance with subpart B.

#### **ELECTION TO PURCHASE**

- 7.3 If the Pare Hauraki collective commercial entity gives a notice of interest in a deferred selection property in accordance with this part, it must give the Crown written notice of whether or not it elects to purchase the property, by not later than 15 business days after the date on which its transfer value is determined or agreed in accordance with this part.

#### **EFFECT OF ELECTION TO PURCHASE**

- 7.4 If the Pare Hauraki collective commercial entity gives an election notice electing to purchase a deferred selection property in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the property at the transfer value determined or agreed in accordance with this part, plus GST if any, on the terms in part 9 and under which –
- 7.4.1 on the DSP settlement date –
- (a) the Crown must transfer the property to the Pare Hauraki collective commercial entity; and
  - (b) the Pare Hauraki collective commercial entity must pay to the Crown an amount equal to the transfer value of the property determined or agreed in accordance with this part, plus GST if any, by –
    - (i) the SCP System, as defined in Guideline 6.2 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (April 2015); or
    - (ii) another payment method agreed by the parties.



## **PROPERTY REDRESS**

### **7: DEFERRED PURCHASE**

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#### **B DETERMINING THE TRANSFER VALUE OF A SEPARATE VALUATION PROPERTY**

##### **APPLICATION OF THIS SUBPART**

- 7.5 This subpart provides how the transfer value is to be determined after the Pare Hauraki collective commercial entity has given, in accordance with this part, a notice of interest in a deferred selection property.
- 7.6 The transfer value is to be determined as at the notification date.
- 7.7 In this subpart and in appendix 1 to this part, where a number of business days is in square brackets it may, in respect of a deferred selection property, be varied in writing between the land holding agency for that property and the Pare Hauraki collective commercial entity. If there is no agreement the number is not varied.

##### **APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR**

- 7.8 The parties, in relation to a separate valuation property, not later than [60] business days after the notification date:
- 7.8.1 must each:
- (a) instruct a valuer using the form of instructions in appendix 1; and
  - (b) give written notice to the other of the valuer instructed; and
- 7.8.2 may agree and jointly appoint the person to act as the valuation arbitrator in respect of the separate valuation property.
- 7.9 If the parties do not agree and do not jointly appoint a person to act as a valuation arbitrator within [65] business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.
- 7.10 The parties must ensure the terms of appointment of their respective registered valuers require the valuers to participate in the valuation process.

##### **QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR**

- 7.11 Each valuer must be a registered valuer.
- 7.12 The valuation arbitrator –
- 7.12.1 must be suitably qualified and experienced in determining disputes about the market value of similar properties; and
- 7.12.2 is appointed when he or she confirms his or her willingness to act.



## **PROPERTY REDRESS**

### **7: DEFERRED PURCHASE**

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#### **VALUATION REPORTS FOR A PROPERTY**

- 7.13 Each party must, in relation to a separate valuation, not later than:
- 7.13.1 [100] business days after the notification date, provide a copy of its final valuation report to the other party; and
  - 7.13.2 [110] business days after the notification date, provide its valuer's written analysis report to the other party.
- 7.14 Valuation reports must comply with the International Valuation Standards 2017, or explain where they are at variance with those standards.

#### **EFFECT OF DELIVERY OF ONE VALUATION REPORT FOR A PROPERTY**

- 7.15 If only one valuation report for a separate valuation property is delivered by the required date, the transfer value of the property, is the market value as assessed in the report.

#### **NEGOTIATIONS TO AGREE A TRANSFER VALUE**

- 7.16 If both valuation reports for a separate valuation property are delivered by the required date:
- 7.16.1 the parties must endeavour to agree in writing the transfer value of the separate valuation property; and
  - 7.16.2 either party may, if the transfer value of the separate valuation property is not agreed in writing within [120] business days after the notification date and if a valuation arbitrator has been appointed under paragraph 7.8.2 or paragraph 7.9, refer that matter to the determination of the valuation arbitrator; or
  - 7.16.3 if that agreement has not been reached within the [120] business day period but the valuation arbitrator has not been appointed under paragraph 7.8.2 or paragraph 7.9, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further 5 business days; and
  - 7.16.4 if paragraph 7.16.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further 5 business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and
  - 7.16.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

#### **VALUATION ARBITRATION**

- 7.17 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date, –
- 7.17.1 give notice to the parties of the arbitration meeting, which must be held –

## **PROPERTY REDRESS**

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### **7: DEFERRED PURCHASE**

- (a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but
  - (b) not later than 30 business days after the arbitration commencement date; and
- 7.17.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable, –
  - (a) each valuer; and
  - (b) any other person giving evidence.
- 7.18 Each party must –
  - 7.18.1 not later than 5pm on the day that is 5 business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –
    - (a) its valuation report; and
    - (b) its submission; and
    - (c) any sales, or expert evidence that it will present at the meeting; and
  - 7.18.2 attend the arbitration meeting with its valuer.
- 7.19 The valuation arbitrator must –
  - 7.19.1 have regard to the requirements of natural justice at the arbitration meeting; and
  - 7.19.2 no later than 50 business days after the arbitration commencement date, give his or her determination –
    - (a) of the market value of the separate valuation property; and
    - (b) being no higher than the higher, and no lower than the lower, assessment of market value, as the case may be, contained in the parties' valuation reports.
- 7.20 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

### **TRANSFER VALUE FOR ALL PROPERTIES**

- 7.21 The transfer value of the separate valuation property for the purposes of paragraph 7.4.1(b) is:

## **PROPERTY REDRESS**

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### **7: DEFERRED PURCHASE**

- 7.21.1 determined under paragraph 7.15; or
- 7.21.2 agreed under paragraph 7.16.1; or
- 7.21.3 the market value determined by the valuation arbitrator under paragraph 7.19.2.

## **PROPERTY REDRESS**

### **7: DEFERRED PURCHASE**

#### **C GENERAL PROVISIONS**

##### **TIME LIMITS**

- 7.22 Time is of the essence for the time limits in paragraphs 7.1 and 7.3.
- 7.23 In relation to the time limits in this part, other than those referred to in paragraph 7.22, each party must use reasonable endeavours to ensure –
- 7.23.1 those time limits are met and delays are minimised; and
  - 7.23.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

##### **DETERMINATION FINAL AND BINDING**

- 7.24 The valuation arbitrator's determination under subpart B is final and binding.

##### **COSTS**

- 7.25 In relation to the determination of the transfer value of a separate valuation property, each party must pay –
- 7.25.1 its costs; and
  - 7.25.2 half the costs of a valuation arbitration; or
  - 7.25.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

##### **ENDING OF OBLIGATIONS**

- 7.26 The Crown's obligations under this deed in relation to a deferred selection property immediately cease if –
- 7.26.1 the Pare Hauraki collective commercial entity –
    - (a) does not give notice of interest in relation to the property in accordance with paragraph 7.1; or
    - (b) gives notice of interest in relation to the property in accordance with paragraph 7.1 but the Pare Hauraki collective commercial entity –
      - (i) gives an election notice under which it elects not to purchase the property; or
      - (ii) does not give an election notice in accordance with paragraph 7.3 electing to purchase the property; or

## **PROPERTY REDRESS**

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### **7: DEFERRED PURCHASE**

- (c) gives the Crown written notice that it is not interested in purchasing the property at any time before an agreement for the sale and purchase of the property is constituted under paragraph 7.4; or
- (d) does not comply with any obligation in relation to the property under subpart B; or

7.26.2 an agreement for the sale and purchase of the property is constituted under paragraph 7.4 and the agreement is cancelled in accordance with the terms of transfer in part 9.

## PROPERTY REDRESS

### 7: DEFERRED PURCHASE

#### APPENDIX 1

[Valuer's name]

[Address]

#### Valuation instructions

##### INTRODUCTION

[Name] (the **Pare Hauraki collective commercial entity**) has the right under a collective redress deed to purchase properties from [name] (the **land holding agency**).

This right is given by:

- (a) clauses 16.22 to 16.28 of the collective redress deed; and
- (b) part 7 of the property redress schedule to the collective redress deed (**part 7**).

##### PROPERTY TO BE VALUED

The Pare Hauraki collective commercial entity has given the land holding agency a notice of interest in purchasing –

*[describe the property including its legal description]*

##### COLLECTIVE REDRESS DEED

A copy of the collective redress deed is enclosed.

Your attention is drawn to part 7.

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 7.

A term defined in the collective redress deed has the same meaning when used in these instructions.

The property is a separate valuation property for the purposes of part 7. Subpart B of part 7 applies to the valuation of separate valuation properties.

##### ASSESSMENT OF MARKET VALUE REQUIRED

You are required to undertake a valuation to assess the market value of the property as at [date] (the **valuation date**), being the date the land holding agency received the notice of interest in the property from the Pare Hauraki collective commercial entity.

The [land holding agency][Pare Hauraki collective commercial entity][**delete one**] will require another registered valuer to assess the market value of the property, as at the valuation date.

The two valuations are to enable the market value of the property to be determined either:

- (a) by agreement between the parties; or
- (b) by arbitration.

## PROPERTY REDRESS

### 7: DEFERRED PURCHASE

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The market value of the property so determined will be the basis of establishing the "transfer value" at which the Pare Hauraki collective commercial entity may elect to purchase the property under part 7, plus GST (if any).

#### VALUATION OF PROPERTY

You must, in relation to a property:

- (a) before inspecting the property, determine with the other valuer:
  - (i) the valuation method or methods applicable to the property; and
  - (ii) the comparable sales to be used in determining the market value of the property; and
- (b) inspect the property, where practical, together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and
- (d) by not later than [80] business days after the valuation date, prepare, and deliver to us, a draft valuation report; and
- (e) by not later than [95] business days after the valuation date:
  - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than [105] business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property; and
- (g) by not later than [115] business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value; and
- (h) if a consensus on market value is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and
- (i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property; and
- (j) if a review valuer has been appointed by parties, you must within 5 business days of receipt of the review valuer's report, review your market valuation report, taking into account the findings of the review valuer, and provide us with a written report of your assessment of the market value of the property; and
- (k) participate in any arbitration process required under subpart B to determine the market value of the property.

**REQUIREMENTS OF YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that –

- (a) the property is a current asset and was available for immediate sale as at the valuation date; and
- (b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is –

- (a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards [2012] and International Valuation Standards [2017]; and
- (b) to take into account –
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and
  - (ii) the attached disclosure information about the property that has been given by the land holding agency to the Pare Hauraki collective commercial entity, including the disclosed encumbrances; and
  - (iii) the terms of transfer in part 9 of the property redress schedule to the collective redress deed (that will apply to a purchase of the property by the Pare Hauraki collective commercial entity); but
- (c) not to take into account a claim in relation to the property by or on behalf of the settling group.

**REQUIREMENTS FOR YOUR VALUATION REPORT**

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards [2012] and International Valuation Standards [2017], including –

- (a) an executive summary, containing a summary of –
  - (i) the valuation; and
  - (ii) the key valuation parameters; and
  - (iii) the key variables affecting value; and
- (b) a detailed description, and a clear statement, of the land value; and
- (c) a clear statement as to any impact of the disclosed encumbrances ; and
- (d) details of your assessment of the highest and best use of the property; and
- (e) comment on the rationale of likely purchasers [,and tenants,] of the property; and



## PROPERTY REDRESS

### 7: DEFERRED PURCHASE

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- (f) a clear identification of the key variables which have a material impact on the valuation; and
- (g) full details of the valuation method or methods; and
- (h) appendices setting out –
  - (i) a statement of the valuation methodology and policies; and
  - (ii) relevant market and sales information.

Your report must comply with the minimum requirements set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart B.

You may, with our prior consent, obtain specialist advice, such as engineering or planning advice.

#### ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you agree to comply with these instructions and, in particular, not later than:

- (a) [80] business days after the valuation date, to prepare and deliver to us a draft valuation report; and
- (b) [95] business days after the valuation date, to:
  - (i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (c) [105] business days after the valuation date, to prepare and deliver to us a written analysis of both valuation reports; and
- (d) [115] business days after the valuation date, to meet with the other valuer to discuss your respective valuation reports and written analysis reports.

#### [ACCESS

[You should not enter on to the property without first arranging access through the [**land holding agency**] [**give contact details**].]

#### OPEN AND TRANSPARENT VALUATION

The parties intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must:

- (a) copy any questions you have or receive that may impact on the valuation, together with the responses, to the Pare Hauraki collective commercial entity, the land holding agency, and the other valuer; and
- (b) make all reasonable attempts throughout this valuation process to resolve differences

## PROPERTY REDRESS

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### 7: DEFERRED PURCHASE

between you and the other valuer before delivering a copy of your final report to us.

Yours faithfully

***[Name of signatory]***

***[Position]***

***[Pare Hauraki collective commercial entity/Land holding agency][delete one]***

## 8 EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

### DEFINITIONS

8.1 In this part –

**initial property** means each early release commercial redress property in respect of which each iwi listed in table 1 in clause 16.10 for the property has established a governance entity in a form previously approved by the Crown at the date of this deed; and

**Land Act property** means each property numbered 1, 3, 8, 13, 18, 21, 23, 24, 27 and 28 in part 3 of this schedule; and

**Normanby Road property** means the early release commercial redress property numbered 23 in part 3 of this schedule; and

**Public Works Act property** means each property numbered 2, 4-7, 9-12, 14-17, 20, 22, 25, 26 and 29 in part 3 of this schedule; and

**settlement period** means the period of 70 business days starting on the later of the date of this deed and the date on which the Pare Hauraki collective commercial entity is established; and

**settlement commencement date** means –

- (a) in respect of an initial property, the later of the date of this deed and the date on which the Pare Hauraki collective commercial entity is established; and
- (b) in respect of each subsequent property, the later of the date on which the Pare Hauraki collective commercial entity is established and the date on which the Crown is notified that each iwi listed in table 1 in clause 16.10 for the property has established a governance entity in a form previously approved by the Crown; and
- (c) in respect of the Normanby Road property, the later of 1 October 2018, the date of this deed and the date on which the Pare Hauraki collective commercial entity is established; and

**subsequent property** means each early release commercial redress property that is not:

- (a) an initial property; or
- (b) the Normanby Road property.

8.2 No later than 10 business days after the settlement commencement date for an early release commercial redress property, the Crown must deliver to the Pare Hauraki collective commercial entity a signed early release commercial redress property transfer terms for the property.

8.3 In respect of –

## PROPERTY REDRESS

### 8: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

- 8.3.1 all initial properties, the Crown must execute and deliver –
- (a) one early release commercial redress property transfer terms for all Public Works Act properties that are initial properties; and
  - (b) one early release commercial redress property transfer terms for all Land Act properties that are initial properties; and
- 8.3.2 each subsequent property, the Crown must execute and deliver –
- (a) one early release commercial redress property transfer terms for all Public Works Act properties that have the same settlement commencement date; and
  - (b) one early release commercial redress property transfer terms for all Land Act properties that have the same settlement commencement date; and
- 8.3.3 the Normanby Road property, the Crown must execute and deliver the early release commercial redress property transfer terms.
- 8.4 No later than 20 business days after the settlement commencement date for an early release commercial redress property, the Pare Hauraki collective commercial redress entity must execute and deliver each early release commercial redress property terms for the property delivered by the Crown under paragraph 8.3.
- 8.5 The settlement date for each property under the early release commercial redress property transfer terms is 30 business days after the settlement commencement date for the property.
- 8.6 No later than 40 business days after the later of the date of this deed and the date on which the Pare Hauraki collective commercial entity is established, the Crown must –
- 8.6.1 execute and deliver to the Pare Hauraki collective commercial entity a signed early release commercial redress property transfer terms for any subsequent property in respect of which one or more of the iwi listed for the property in table 1 in clause 16.10 has established a governance entity in a form previously approved by the Crown (even if one or more of the listed iwi has not established a governance entity); and
  - 8.6.2 deliver in writing to the Pare Hauraki collective commercial entity details of the iwi to whom the entity must transfer the property under clause 16.10.
- 8.7 Where paragraph 8.6 applies in respect of a property, and at least one of the iwi listed for the property has not established a governance entity, the portion of the transfer value attributed to each of those iwi is to be equally apportioned to each iwi that has established a governance entity.
- 8.8 The amounts set out in clause 16.11 are to be adjusted to reflect the apportionment under paragraph 8.7 so that, in respect of individual Treaty settlements, -

## PROPERTY REDRESS

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### 8: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

- 8.8.1 adjusted amounts are deducted from the financial redress amount where an iwi acquires a larger portion of a property; and
  - 8.8.2 no deduction is made from the financial redress amount in respect of a property where an iwi does not acquire an interest in the property.
- 8.9 If for whatever reason a subsequent property has not been transferred within the settlement period (or within such extended period as the Crown and the Pare Hauraki collective commercial entity may have agreed in writing), the obligations of the Crown and the Pare Hauraki collective commercial entity under this deed are at an end.

## 9 TERMS OF TRANSFER

### APPLICATION OF THIS PART

- 9.1 This part applies to the transfer by the Crown to the recipient entity of each of the following properties (a **transfer property**):
- 9.1.1 each commercial redress property and the licensed land; and
  - 9.1.2 each purchased deferred selection property.

### TRANSFER

- 9.2 The Crown must transfer the fee simple estate in a transfer property to the recipient entity subject to, and where applicable with the benefit of, –
- 9.2.1 the disclosed encumbrances affecting or benefiting the property (as they may be varied by a variation entered into under paragraph 9.18.4(a)); and
  - 9.2.2 any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 9.18.4(b); and
  - 9.2.3 if the transfer property is licensed land, any encumbrances in relation to that property that the recipient entity is required to provide to the Crown on or before the registration of the transfer of the licensed land.
- 9.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a transfer property to the recipient entity.

### POSSESSION

- 9.4 Possession of a transfer property must, on the TSP settlement date for the property, –
- 9.4.1 be given by the Crown; and
  - 9.4.2 taken by the recipient entity; and
  - 9.4.3 be vacant possession subject only to any encumbrances referred to in paragraph 9.2.1 that prevent vacant possession being given and taken.

### SETTLEMENT

- 9.5 Subject to paragraphs 9.6 and 9.45.3, the Crown must provide the recipient entity with the following in relation to a transfer property on the TSP settlement date for that property:
- 9.5.1 evidence of –
    - (a) a registrable transfer instrument; and

## PROPERTY REDRESS

### 9: TERMS OF TRANSFER

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- (b) any other registrable instrument required by this deed in relation to the property:
- 9.5.2 all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered proprietor's interest in the property after the TSP settlement date.
- 9.6 If the fee simple estate in the transfer property may be transferred to the recipient entity electronically under the relevant legislation, –
  - 9.6.1 paragraph 9.5.1 does not apply; and
  - 9.6.2 the Crown must ensure its solicitor, –
    - (a) a reasonable time before the TSP settlement date for the property, –
      - (i) creates a Landonline workspace for the transfer to the recipient entity of the fee simple estate in the property and for any other registrable instruments required by the deed in relation to the property (the **electronic transfer instruments**); and
      - (ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the electronic transfer instruments; and
    - (b) on the TSP settlement date, releases the electronic transfer instruments so that the recipient entity's solicitor may submit them for registration under the relevant legislation; and
  - 9.6.3 the recipient entity must ensure its solicitor, a reasonable time before the TSP settlement date, certifies and signs the electronic transfer instruments for the property prepared in the Landonline workspace under paragraph 9.6.2(a)(ii); and
  - 9.6.4 paragraphs 9.6.2 and 9.6.3 are subject to paragraph 9.45.3.
- 9.7 The **relevant legislation** for the purposes of paragraph 9.6 is –
  - 9.7.1 the Land Transfer Act 1952; and
  - 9.7.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- 9.8 The Crown must, on the actual TSP settlement date for a transfer property, provide the recipient entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown.
- 9.9 The transfer value of, or the amount payable by the recipient entity for, a transfer property is not affected by –

## **PROPERTY REDRESS**

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### **9: TERMS OF TRANSFER**

- 9.9.1 a variation entered into under paragraph 9.18.4(a), of a disclosed encumbrance affecting or benefiting the property; or
- 9.9.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 9.18.4(b).

#### **APPORTIONMENT OF OUTGOINGS AND INCOMINGS**

- 9.10 If, as at the actual TSP settlement date for a transfer property, –
  - 9.10.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the recipient entity must pay the amount of the excess to the Crown; or
  - 9.10.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the recipient entity.
- 9.11 The outgoings for a transfer property for the purposes of paragraph 9.10 do not include insurance premiums and the recipient entity is not required to take over from the Crown any contract of insurance in relation to the property.
- 9.12 The incomings for the licensed land for the purposes of paragraph 9.10 do not include licence fees under the Crown forestry licence.
- 9.13 An amount payable under paragraph 9.10 in relation to a transfer property must be paid on the actual TSP settlement date for the property.
- 9.14 The Crown must, before the actual TSP settlement date for a transfer property, provide the recipient entity with a written statement calculating the amount payable by the recipient entity or the Crown under paragraph 9.10.

#### **FIXTURES, FITTINGS, AND CHATTELS**

- 9.15 The transfer of a transfer property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.
- 9.16 Fixtures and fittings must be transferred under paragraph 9.15 free of mortgage or charge.
- 9.17 The transfer of a transfer property does not include chattels.

#### **OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD**

- 9.18 The Crown must, during the transfer period for a transfer property, –
  - 9.18.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and



## **PROPERTY REDRESS**

### **9: TERMS OF TRANSFER**

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- 9.18.2 pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and
- 9.18.3 ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period –
  - (a) by the Crown; or
  - (b) with the Crown's written authority; and
- 9.18.4 obtain the prior written consent of the recipient entity before –
  - (a) varying a disclosed encumbrance affecting or benefiting the property; or
  - (b) entering into an encumbrance affecting or benefiting the property; or
  - (c) procuring a consent, providing a waiver, or giving an approval, that affects the property, under the Resource Management Act 1991 or any other legislation; and
- 9.18.5 use reasonable endeavours to obtain permission for the recipient entity to enter and inspect the property under paragraph 9.19.2 if the recipient entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 9.2.
- 9.19 The recipient entity, during the transfer period in relation to a transfer property, –
  - 9.19.1 must not unreasonably withhold or delay any consent sought under paragraph 9.18.4 in relation to the property; and
  - 9.19.2 may enter and inspect the property on one occasion –
    - (a) after giving reasonable notice; and
    - (b) subject to the terms of the encumbrances referred to in paragraph 9.2; and
  - 9.19.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

### **PRE-TRANSFER OBLIGATIONS AND RIGHTS IN RELATION TO LICENSED LAND**

- 9.20 During the transfer period for the licensed land, the Crown –
  - 9.20.1 must prudently manage the licensor's rights under the Crown forestry licence in relation to the licensed land; and
  - 9.20.2 in reviewing the licence fee under the Crown forestry licence, –

## PROPERTY REDRESS

### 9: TERMS OF TRANSFER

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- (a) must ensure that, so far as reasonably practicable, the recipient entity's interests as licensor after the settlement date are not prejudiced; and
  - (b) must not agree a licence fee for the licensed land that is on less favourable terms than any licence fee agreed to by the Crown for the balance of the land that is subject to the Crown forestry licence; and
- 9.20.3 must provide the recipient entity with all material information, and must have regard to the recipient entity's written submissions, in relation to the performance of the Crown's obligations under paragraphs 9.20.1 and 9.20.2; and
- 9.20.4 must provide the information to the recipient entity under paragraph 9.20.3 in sufficient time to enable it to make effective submissions on the performance of the Crown's obligations under paragraphs 9.20.1 and 9.20.2; but
- 9.20.5 is not required to provide information to the recipient entity under paragraph 9.20.3 if that would result in the Crown breaching a confidentiality obligation.

### SPLITTING OF ATHENREE AND WAIHOU CROWN FORESTRY LICENCE

- 9.21 The Crown must carry out, and use reasonable endeavours to complete by the settlement date, its obligations under clause 17.4 of the Crown forestry licence in relation to the licensed land described in paragraph 9.23 (the **licence-splitting process**), and in the circumstances described in that paragraph that will, in particular, enable –
  - 9.21.1 the granting of separate licences to the licensee under the Crown forestry licence by –
    - (a) the recipient entity, in relation to the licensed land; and
    - (a) the Crown, or any subsequent owner, in relation, to the balance of the land that is subject to the Crown forestry licence; and
  - 9.21.2 the protection after the settlement date of the interests of the recipient entity, the Crown, and the licensee in respect of the licensed land and the balance of the land that is subject to the Crown forestry licence, including –
    - (a) the shared use of roading and other facilities; and
    - (b) rights of access; and
    - (c) the sharing of outgoings.
- 9.22 The recipient entity acknowledges and agrees that –
  - 9.22.1 the licence-splitting process in relation to the licensed land may not be completed until after the settlement date as, in particular, the licensee under

## PROPERTY REDRESS

### 9: TERMS OF TRANSFER

the Crown forestry licence has no obligation to participate in them until that date; and

9.22.2 the recipient entity must –

- (a) provide any assistance reasonably required by the Crown to assist with the licence-splitting process; and
- (b) sign all documents, and do all other things, required of it as owner of the licensed land to give effect to the matters agreed or determined under the licence-splitting process.

9.23 Paragraph 9.21 applies to –

9.23.1 the licensed land described as Hauraki Athenree Forest in part 5 of this schedule, if the Crown has not completed the licence-splitting process under paragraph 3.21 of the Tauranga Moana Iwi collective deed dated 21 January 2015; and

9.23.2 the licensed land described as Hauraki Waihou Forest in part 5 of this schedule, unless the Crown has completed the licence-splitting process of that land under a provision equivalent to paragraph 9.21 in a deed of settlement of historical claims with Ngāti Hinerangi.

#### SPLITTING OF LICENCE FEE

9.24 Until completion of the licence splitting process in relation to the licensed land described in paragraph 9.23, unless otherwise agreed by the recipient entity as licensor, any other entity that is licensor under any land under the Crown forestry licence, the licensee under the Crown forestry licence, and the Crown, the licence fee under the Crown forestry licence attributable to the licensed land is to be calculated in accordance with the following formula:

$$A \times (B \div C)$$

9.25 For the purposes of the formula in paragraph 9.24 –

**A** is the licence fees under the Crown forestry licence; and

**B** is the area of licensed land; and

**C** is the area of land covered by the Crown forestry licence.

#### OBLIGATIONS AFTER SETTLEMENT

9.26 The Crown must –

9.26.1 give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TSP settlement date for the property, or

## **PROPERTY REDRESS**

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### **9: TERMS OF TRANSFER**

as soon as reasonably practical thereafter where the transfer of the property is subject to survey; and

9.26.2 if it receives a written notice in relation to a transfer property from the Crown, a territorial authority, or a tenant after the actual TSP settlement date for the property, –

(a) comply with it; or

(b) provide it promptly to the recipient entity or its solicitor; or

9.26.3 pay any penalty incurred by the recipient entity to the person providing the written notice as a result of the Crown not complying with paragraph 9.26.2.

9.27 The recipient entity must, from the TSP settlement date, comply with the licensor's obligations under the Crown forestry licence in relation to the licensed land –

9.27.1 including the obligation to –

(a) repay any overpayment of licence fees by the licensee; and

(b) pay interest arising on or after the settlement date on that overpayment; but

9.27.2 not including the Crown's obligations under clause 17.4 of the Crown forestry licence.

### **RISK AND INSURANCE**

9.28 A transfer property is at the sole risk of –

9.28.1 the Crown, until the actual TSP settlement date for the property; and

9.28.2 the recipient entity, from and including the actual TSP settlement date for the property.

### **DAMAGE AND DESTRUCTION**

9.29 Paragraphs 9.30 to 9.38 apply if, before the actual TSP settlement date for a transfer property, –

9.29.1 the property is destroyed or damaged; and

9.29.2 the destruction or damage has not been made good.

9.30 Paragraph 9.31 applies if the transfer property is –

9.30.1 a commercial redress property; or

## PROPERTY REDRESS

### 9: TERMS OF TRANSFER

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- 9.30.2 a deferred selection property; and
- 9.30.3 as a result of the destruction or damage, the property is not tenantable.
- 9.31 Where this paragraph applies, the recipient entity may cancel its transfer by written notice to the Crown.
- 9.32 Notice under paragraph 9.31 must be given before the actual TSP settlement date.
- 9.33 Paragraph 9.34 applies if the property is –
  - 9.33.1 licensed land; or
  - 9.33.2 a commercial redress property or a deferred selection property, that –
    - (a) despite the destruction or damage, is tenantable; or
    - (b) as a result of the damage or destruction, is not tenantable, but its transfer is not cancelled under paragraph 9.31 before the actual TSP settlement date.
- 9.34 Where this paragraph applies –
  - 9.34.1 the recipient entity must complete the transfer of the property in accordance with this deed; and
  - 9.34.2 the Crown must pay the recipient entity –
    - (a) the amount by which the value of the property has diminished, as at the actual TSP settlement date for the property, as a result of the destruction or damage;
    - (b) plus GST if any.
- 9.35 The value of the property for the purposes of paragraph 9.34.2 is to be –
  - 9.35.1 in the case of a commercial redress property or licensed land, its transfer value as provided in, respectively, part 4 and part 5; or
  - 9.35.2 in the case of a deferred selection property, its transfer value as determined or agreed in accordance with part 7.
- 9.36 An amount paid by the Crown under paragraph 9.34.2 –
  - 9.36.1 is redress, if it relates to the destruction or damage of a commercial redress property; and
  - 9.36.2 is a partial refund of the purchase price if it relates to the destruction or damage of licensed land or a deferred selection property.

## **PROPERTY REDRESS**

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### **9: TERMS OF TRANSFER**

- 9.37 Each party may give the other notice –
- 9.37.1 requiring a dispute as to the application of paragraphs 9.31 to 9.36 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and
  - 9.37.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.
- 9.38 If a dispute as to the application of paragraphs 9.31 to 9.36 is not determined by the TSP settlement date, the date the parties must comply with their obligations on transfer of the property is to be –
- 9.38.1 the fifth business day following the determination of the dispute; or
  - 9.38.2 if an arbitrator appointed under paragraph 9.37 so determines, another date including the original TSP settlement date.

### **BOUNDARIES AND TITLE**

- 9.39 The Crown is not required to point out the boundaries of a transfer property.
- 9.40 If a transfer property is subject only to the encumbrances referred to in paragraph 9.2, the recipient entity –
- 9.40.1 is to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and
  - 9.40.2 may not make any objections to, or requisitions on, it.
- 9.41 An error or omission in the description of a transfer property or its title does not annul its transfer.

### **FENCING**

- 9.42 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transfer property and any contiguous land of the Crown, unless the Crown requires the fence, in which case the provisions of the Fencing Act 1978 will prevail.
- 9.43 Paragraph 9.42 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.
- 9.44 The Crown may require a fencing covenant to the effect of paragraphs 9.42 and 9.43 to be registered against the title to a transfer property.

### **DELAYED TRANSFER OF TITLE**

- 9.45 The Crown covenants for the benefit of the recipient entity that it will –

## PROPERTY REDRESS

### 9: TERMS OF TRANSFER

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- 9.45.1 arrange for the creation of one computer freehold register for licensed land that is subject to a particular Crown forestry licence if that land –
- (a) is not contained in one computer freehold register; or
  - (b) is contained in one computer freehold register but together with other land; and
- 9.45.2 arrange for the creation of a computer freehold register for the land of a transfer property for land that –
- (a) is not licensed land; and
  - (b) is not contained in a computer freehold register; or
  - (c) is contained in a computer freehold register or registers but together with other land; and
- 9.45.3 transfer (in accordance with paragraph 9.5 or 9.6, whichever is applicable) the fee simple estate in a transfer property to which paragraph 9.45.1 or 9.45.2 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the settlement date.
- 9.46 If paragraph 9.45.3 applies to a transfer property, and paragraph 9.6 is applicable, the recipient entity must comply with its obligations under paragraph 9.6.3 by a date specified by written notice by the Crown.
- 9.47 The covenant given by the Crown under paragraph 9.45 has effect and is enforceable, despite:
- 9.47.1 being positive in effect; and
  - 9.47.2 there being no dominant tenement.
- 9.48 If paragraph 9.45 applies then, for the period from the actual TSP settlement date until the date that the Crown transfers the fee simple estate in the transfer property to the recipient entity –
- 9.48.1 the recipient entity will be the beneficial owner of the property; and
  - 9.48.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the recipient entity on the actual TSP settlement date; and
  - 9.48.3 the recipient entity may not serve a settlement notice under paragraph 9.51.

## PROPERTY REDRESS

### 9: TERMS OF TRANSFER

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#### INTEREST

- 9.49 If for any reason (other than the default of the Crown) all or any of the amount payable by the recipient entity to the Crown in relation to a purchased deferred selection property is not paid on the TSP settlement date –
- 9.49.1 the Crown is not required to give possession of the property to the recipient entity; and
- 9.49.2 the recipient entity must pay the Crown default interest at the rate of 12% per annum on the unpaid amount (plus GST if any) for the period from the TSP settlement date to the actual TSP settlement date.
- 9.50 Paragraph 9.49 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

#### SETTLEMENT NOTICE

- 9.51 If, without the written agreement of the parties, settlement of a purchased deferred selection property is not effected on the TSP settlement date –
- 9.51.1 either party may at any time after the TSP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but
- 9.51.2 the settlement notice is effective only if the party serving it is –
- (a) ready, able, and willing to effect settlement in accordance with the settlement notice; or
- (b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and
- 9.51.3 upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and
- 9.51.4 time is of the essence under paragraph 9.51.3; and
- 9.51.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 7.4.
- 9.52 Paragraph 9.51, and the exercise of rights under it, is without prejudice to any other rights or remedies, at law, in equity, or otherwise, that the party not in default may have.

#### FURTHER ASSURANCES

- 9.53 Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things that the other may reasonably require to give full force and effect to this part.



## **PROPERTY REDRESS**

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### **9: TERMS OF TRANSFER**

#### **NON-MERGER**

9.54 On transfer of a transfer property to the recipient entity –

9.54.1 the provisions of this part will not merge; and

9.54.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

#### **GST**

9.55 When the recipient entity gives a written notice of election to purchase under part 7, it must include in that notice the following information in relation to the factual situation that will exist at the DSP settlement date and warrants the correctness of that information –

9.55.1 whether or not the recipient entity is a registered person for GST purposes; and

9.55.2 the recipient entity's registration number (if any); and

9.55.3 whether or not the recipient entity intends to use the property for the purposes of making taxable supplies; and

9.55.4 whether or not the recipient entity intends to use the property as a principal place of residence of the recipient entity or a person associated with the recipient entity under section 2A(1)(c) of the Goods and Services Tax Act 1985.

9.56 If any of that information provided in the election to purchase notice alters before the DSP settlement date, the recipient entity must forthwith notify the Crown and warrants the correctness of that altered information.

9.57 If the information provided (subject to alteration, if any) indicates that, at the DSP settlement date, each of the following statements is correct and the supply of the property is a taxable supply by the Crown, the parties agree that GST will apply to the supply at the rate of zero percent:

9.57.1 the recipient entity is a registered person for GST purposes; and

9.57.2 the recipient entity intends to use the property for the purposes of making taxable supplies; and

9.57.3 the recipient entity does not intend to use the property as a principal place of residence of the recipient entity or a person associated with the recipient entity under section 2A(1)(c) of the Goods and Services Tax Act 1985.

## 10 NOTICE IN RELATION TO PROPERTIES

10.1 If this schedule requires the Pare Hauraki collective entity to give notice to the Crown in relation to or in connection with a redress property, or a deferred selection property, the Pare Hauraki collective entity must give the notice in accordance with part 2 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address, facsimile number or email address provided –

10.1.1 in paragraph 10.2; or

10.1.2 if the land holding agency has given notice to the Pare Hauraki collective entity of a new address or facsimile number, in the most recent notice of a change of address, facsimile number or email address.

10.2 Until any other address, facsimile number or email address of a land holding agency is given by notice to the Pare Hauraki collective entity, the address, facsimile number and email address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part.

| Land holding agency              | Address, facsimile number and email address  |
|----------------------------------|--|
| Department of Conservation       | Conservation House<br>Whare Kaupapa Atawhai<br>18-32 Manners Street<br>PO Box 10420<br>Wellington<br><br>Fax: +64 4 381 3057<br><br>Email address: <a href="mailto:slmhamilton@doc.govt.nz">slmhamilton@doc.govt.nz</a>  |
| Land Information New Zealand     | Land Information New Zealand<br>Wellington Office<br>Radio New Zealand House<br>Level 7, 155 The Terrace<br>PO Box 5501<br>Wellington 6145<br><br>Fax: +64 4 472 2244<br><br>Email address: <a href="mailto:treaty@linz.govt.nz">treaty@linz.govt.nz</a>                                       |
| LINZ Treaty Settlements Landbank | Land Information New Zealand<br>Wellington Office<br>Radio New Zealand House<br>Level 7, 155 The Terrace<br>PO Box 5501<br>Wellington 6145<br><br>Fax: +64 4 472 2244<br><br>Email address: <a href="mailto:TreatySettlementsLandBank@linz.govt.nz">TreatySettlementsLandBank@linz.govt.nz</a> |

## 11 DEFINITIONS

11.1 In this schedule, unless the context otherwise requires, **party** means, in respect of an acquired property, the recipient entity and the Crown,

11.2 In this deed, unless the context otherwise requires, –

**acquired property** has the meaning given to it by paragraph 1.2.1; and

**actual TSP settlement date**, in relation to a transfer property, means the date on which settlement of the property takes place; and

**arbitration commencement date**, in relation to the determination of the market value and/or market rental of a separate valuation property means:

- (a) in relation to a referral under paragraph 7.16.2 the date of that referral; and,
- (b) in relation to an appointment under paragraph 7.16.3 or 7.16.4, a date specified by the valuation arbitrator:

**arbitration meeting**, in relation to the determination of the market value and/or market rental of a separate valuation property, means the meeting notified by the valuation arbitrator under paragraph 7.17.1; and

**disclosed encumbrance**, in relation to a transfer property, means an encumbrance affecting or benefiting the property that is disclosed in the disclosure information about the property; and

**disclosure information** has the meaning given to it by paragraph 1.2.2; and

**DSP settlement date**, in relation to a purchased deferred selection property, means the date that is 20 business days after the Crown receives an election notice from the governance entity electing to purchase the property; and

**election notice** means a written notice given by the governance entity in accordance with paragraph 7.3 electing whether or not to purchase a deferred selection property; and

**licence-splitting process** has the meaning given to it by paragraph 9.21; and

**market value**, in relation to a separate valuation property, has the meaning provided in the valuation instructions in appendix 1 to part 7; and

**notice of interest**, in relation to a deferred selection property, means a notice given by the governance entity under paragraph 7.1 in relation to the property; and

**notification date**, in relation to a deferred selection property, means the date that the Crown receives a notice of interest in the property from the governance entity; and

**registered bank** has the meaning given to it by section 2(1) of the Reserve Bank of New Zealand Act 1989; and

**registered valuer** means a person registered as a valuer with the Valuers Act 1948; and

**separate valuation property** means each deferred selection property; and

11: DEFINITIONS

**settlement notice** has the meaning given to it by paragraph 9.51.1; and

**terms of transfer** means the terms of transfer set out in part 9; and

**transfer property** has the meaning given to it by paragraph 9.1; and

**transfer period** means, in relation to –

- (a) the licensed land and a commercial redress property, the period from the date of this deed to its actual TSP settlement date; and
- (b) a deferred selection property, the period from the notification date for that property to its actual TSP settlement date; and

**transfer value**, in relation to a deferred selection property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with part 7; and

**valuation arbitrator**, in relation to a separate valuation property means the person appointed under paragraph 7.8.2, or 7.9, or 7.16.3, or 7.16.4, in relation to the determination of its market value, and if applicable its market rental; and

**valuation date**, in relation to a deferred selection property, means the notification date in relation to the property.