



# Office of Hon Christopher Finlayson

Attorney-General  
(Includes responsibility for Serious Fraud Office)  
Minister for Treaty of Waitangi Negotiations  
Minister for Arts, Culture and Heritage

11 FEB 2009

Matiu Rei  
Te Kaha  
Ngāti Toa Rangatira Negotiating Team  
P O Box 50079  
Takapuwahia  
PORIRUA

Tēnā koe Matiu

## Introduction

Thank you for meeting with me on 12 December to discuss the progress of Ngāti Toa Rangatira's (Ngāti Toa) Treaty Settlement negotiations.

I and my colleagues the Prime Minister and the Minister of Maori Affairs are aware that all three mandated groups engaged in negotiations with respect to Te Tau Ihu had substantially agreed Treaty settlements with the previous administration. I am also aware of the complex relationships between, and within, the groups and the high degree of co-operation and compromise required to reach that point. I acknowledge both Ngāti Toa's desire to move quickly to finalise an Agreement in Principle with the Crown and the importance of this settlement, and those of the other mandated groups, for the region and for the country.

I consider it important not only to honour the commitments of the Crown in respect of Treaty settlements but also, as a matter of good faith to Māori, to maintain momentum and continue progress wherever possible.

I would therefore now like to make a formal offer on behalf of the Crown for consideration by Ngāti Toa. This offer contains the redress that the Crown is willing to provide in settlement of all historical claims of Ngāti Toa Rangatira for breaches of the Treaty of Waitangi. This is the Crown's best and final offer.

If Ngāti Toa accept the offer outlined in this letter I invite you to counter-sign it. This letter will then take effect as an Agreement in Principle between the Crown and Ngāti Toa. The next step will be for the parties to develop the necessary detail to give effect to the redress set out in this offer, and to translate that detail into a Deed of Settlement.

I wish to emphasise that the regional approach taken to the negotiations with the three mandated groups with interests in Te Tau Ihu has enabled the Crown to offer enhanced redress across the settlement packages. I am confident that this regional approach remains the best

way forward to resolve the outstanding issues relating to redress, and to allow the Crown to enter into Deeds of Settlement with all three groups.

I note that there are some residual issues to be resolved including redress items in Te Tau Ihu that require allocation or agreement between the three mandated groups. Following the signing of this offer letter by both parties, I intend to write to you again setting out a suggested process for determining that allocation and seeking your agreement to it. My intention in developing that process will be to ensure that any remaining interdependent issues between the three mandated groups are addressed as a first priority.

The Crown's offer includes a number of commitments to explore various items of redress and, in the case of redress properties, to consider in good faith alternative redress options if the properties are unavailable for vesting or transfer. In relation to the former and the latter (if it transpires that properties are unavailable), I will instruct my officials to investigate thoroughly and explore all options and I undertake to give serious consideration to their advice.

### **Elements of Crown's Offer**

The Crown's offer is made up of the following three broad elements:

- (a) Historical Accounts, Crown Acknowledgements and Crown Apology;
- (b) Commercial and Financial Redress; and
- (c) Cultural Redress.

These three elements are discussed in more detail below.

#### *Historical Accounts, Crown Acknowledgements and Crown Apology*

The historical accounts, Crown acknowledgments and Crown apology will outline the basis on which the Crown is settling the historical claims.

The historical accounts will outline the historical relationship between the Crown and Ngāti Toa. On the basis of the historical accounts, the Crown will acknowledge that certain actions or omissions of the Crown were a breach of the Treaty of Waitangi and its principles. The Crown will then offer an apology to Ngāti Toa for the acknowledged breaches of the Treaty of Waitangi and its principles.

Following the signing of this offer letter by both parties, discussions will continue for the purpose of finalising these matters for inclusion in the Deed of Settlement.

#### *Commercial and Financial Redress*

I attach a summary of the financial and commercial redress offer as **Attachment One** to this letter.

## *Cultural Redress*

I attach a summary of the cultural redress offer as **Attachment Two** to this letter.

### **Conditions of the Crown's Offer**

I attach as **Attachment Three** the key definitions, terms and conditions that apply to the Crown's offer. As you are aware, the Crown's offer and the Deed of Settlement is subject to ratification by Ngāti Toa and the approval of relevant Ministers and Cabinet, together with a range of other conditions including the need for agreement between the three mandated groups and the resolution of overlapping interests, the establishment of suitable Ngāti Toa governance arrangements, and the passing of settlement legislation.

### **Other Matters**

This offer includes a commitment to support discussions between Ngāti Toa and Ngāi Tahu in relation to the Ngāi Tahu takiwā. My expectation is that any proposals to address this issue will be non-financial in character.

I have agreed to explore further redress in relation to the Queen Elizabeth Park Camping Ground with the Minister of Conservation, following the counter-signing of this letter by Ngāti Toa.

I also acknowledge the significance of Tawhito Whenua as a taonga of Ngāti Toa, and will explore the return of this taonga to Ngāti Toa Rangatira.

### **Claimant Funding**

As you are aware the Crown has approved an additional amount of \$100,000.00 as claimant funding for Ngāti Toa. I understand that this additional claimant funding has been made available to Ngāti Toa. In addition, I will do what I can to support applications by Ngāti Toa for resourcing from the Crown Forestry Rental Trust.

I wish to express my appreciation to Ngāti Toa for their ongoing commitment to this settlement process, and I look forward to working with you toward the signing of a Deed of Settlement. If Ngāti Toa accept this offer, I will prioritise this settlement in the work programme for the Office of Treaty Settlements, and instruct officials to draft a Deed of Settlement and settlement Bill concurrently with a view to settlement legislation being enacted by the end of 2009.

Nā māua noa, nā



Hon Chris Finlayson  
Minister for Treaty of Waitangi Negotiations



Hon John Key  
Prime Minister

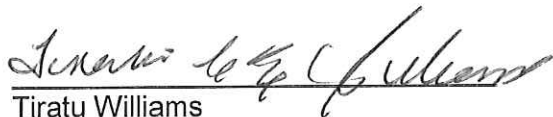


Hon Pita Sharples  
Minister of Māori Affairs

Signed on behalf of Ngāti Toa Rangatira by:



Te Ariki Wi Neera (Senior)



Tiratu Williams



Ngarongo Iwikatea Nicholson



Matiu Rei



Te Ariki Wi Neera (Junior)

WITNESSES:

R. Hoffert A.  
Kahin Parai Maurice

Peter Ogilvie Waka

Jay G. G.  
M. Parai

Clifton Jamhara  
J. B.

L. R.  
Hamer

M. G. K. K. K.  
M. K. K. K. K.

J. B. K. K.  
Eva Inaiva Watson

P. Parai

A. M. K. K.

Anta Leung (ROR)

M. K. K. K.

WITNESSES (Continued):

Kahua Satara Morgan (Nee Repata).

M. J. Nobeke nee Parata

PAIGE METEKINGI.

Marsella Hippolite

~~Queen Juhua~~

Te Whaingia White  
& Samikana

Ruchi Horomoda.

Erinora Parata  
Karanga Melekingi

~~Day Kingi~~  
Te Whanga Winera

Myra Winera

Mekari Rangiruruku Ware (Parai)

M. Winera

Unaihi Hyland (nee Rei).

Hiorhia Mihipeta Parai

Te Roena Parai

Ualawa Aljaccus (Parai)

Tora Wakini Meech Parai

Jessie Kenny Saikovich

Tamira Parai

WITNESSES (Continued):

M. Deane  
M. Warren

M. Kelly  
M. Deane

Rohi Rautahi France

C. Helen Tassini  
Moana Parata (HONGOKA)

Kamira Huijti Mullen

Lillian Hammond

Rauha Naatohi Walker

Andrew W. Teasdale

Missy (Lisa) Te Kahui

Shane & June

M. L.

M. L. Walker  
Lothian Collier

Te Akepiki Rangitangi  
Herani Demuth (Arthur)

Matus Baker

Aroha Koko - love.

WITNESSES (Continued):

Toa Antone Waaka.  
Tuwaketi Wineera McBride  
Lofy

NT

Jensen Parata (Hongoeke).  
Oh Samihena.

Tui Parata (Hongoeke).

Hohepa Parata (Hongoeke)  
Cina Parata (Hongoeke)

Cueta Wineera

Bruce Ngati Toa

Grace Wineera-Mulvihill (Ngati Toa)

Brian Parata  
Alex Wineera Mulvihill  
Eruera Parata

Tehera Hua Parai Nickolls.

Te waimatao Ropata

Kamauhakaheke Wineata Katene

Ripia te Kariny, HOFOMONA

Dun Hippolite  
Mahena Jami.

Isarah Parai Karepa



WITNESSES (Continued):

Tanaya Parai-Keryu.

Hierangi Katene

~~ETIAN~~ SAENAT

~~Hw Meteky~~

Smetekinj

Brooke Metekinj

TeAocawhero Shaw

Jane Shaw - ~~Jan Shaw~~

Te Ara Hou Rukihana Shaw - ~~Te Ara Hou~~

DAIE SHAW - ~~DAIE SHAW~~

Wendee H. Robinson.

~~Edington Gene~~

Kelly Tairi

SARAH Reio

Mishon Juncu.

Rukihana James Porter

Ranji Joseph

TOA R. WAIPIA

WITNESSES (Continued):



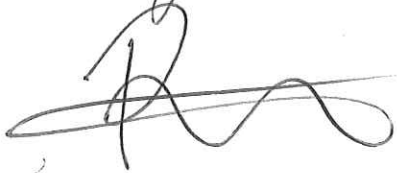
Tracey Lea Wintara.

J. B. Winceira

Lois Helen Winceira

Alyan Winceira.

AOYN TEKANANA WINEERA.



Robert Mahurenga Winceira

ep Williams

Charlene Puhwahine Williams

R. Kenny

Rihia Rei KENNY



Andrew Jonathan Williams,



Graeme Hastlow

Tewera Tekaha Duncan Asha

Rangitotoia Hoarii Kree Poterui.



Rami Winceira.

Rami Tora Winceira

Winceira Winceira

Maraea Edwards

Kotani Lylahi

Johnny Joseph.

JURY teni-teni

WITNESSES (Continued):

Te Rau Pakohi Horomona

Mark Arang Solomon

Patricia McBride

Hinekura Niniata - Katene

Rachel Arapera Kerse

Hunia M S Williams

Sharyn Aturangi Jean Williams.

Grace Ed (Williams)

Susan Smith

Mare Niniata Le Rei

Elizabeth Rei Forbes

Kere Wi Neera Pomare

Kimihia Nukutaurua Pomare Wi Neera

Caroline Linda Goldsbrongh (Davis/Warren) *Cherry*

Hinerangi Katene

Toangina Sagar

Mykie Sagar

Tame Hippolite

PIRIPi SEARANCKE.

~~Brigitte Salzman~~

Jarice Eise

Evan Hippolite

WITNESSES (Continued):

KITA Hamu cord.

Yaku Rai

Georgia Solomon

Georgia Solomon

Ariki Lei

Ayesha Solomon

Moana Solomon

Paris Solomon

Shirley Jo Solomon

Omata

Omata

Olivia Pomare

## ATTACHMENT ONE

### FINANCIAL AND COMMERCIAL REDRESS

1. The Deed of Settlement (and Settlement Legislation where necessary) will provide for the following financial and commercial redress.

#### Quantum

2. The quantum to be paid under the settlement is \$40 million.
3. The quantum to be paid on Settlement Date will be \$40 million, less the value of any commercial redress properties selected for transfer on Settlement Date.

#### Payment in Recognition of Maritime Empire

4. In addition to the payment of quantum, the Crown will pay on Settlement Date \$10 million in recognition of Ngāti Toa's former maritime empire.

#### Payment for Capacity Building

5. In addition to the payment of quantum, the Crown will pay on Settlement Date \$6.31 million for capacity building, less the value of the on-account payments identified in paragraph 6.

#### On-Account Payments

6. Upon this Offer Letter being signed by both parties, the sum of \$2 million will be payable by the Crown to Ngāti Toa as a payment on account of the payment for capacity building referred to in paragraph 5. In addition to the \$2 million, the Crown will pay an amount equivalent to simple interest on the \$2 million, at the official cash rate, for the period between 23 December 2008 and the date upon which this Offer Letter is signed by both parties, also on account of the payment referred to in paragraph 5. These payments will be deducted from the amount to be paid to Ngāti Toa on Settlement Date under paragraph 5.
7. In the event that the period identified in paragraph 6 is more than two years, then unless otherwise agreed the Crown will be required to pay interest for no more than a two year period.
8. If this Offer Letter is not converted into a Deed of Settlement, the Crown will take these on-account payments into account in any future settlement.

#### Interest

9. The Crown will pay to Ngāti Toa on Settlement Date interest on \$50 million (being the quantum and the payment in recognition of the maritime empire) for:
  - a. the period between the date of the signing of this Offer Letter by both parties and the date of the signing of the Deed of Settlement, subject to that Deed being signed within two years of the date the parties sign the Offer Letter; and

- b. the period from the date of signing of the Deed of Settlement to (but excluding) Settlement Date.
10. The interest payable under paragraph 9 will be calculated based on the official cash rate, will be non-compounding and will be subject to normal taxation law.

### **Commercial Redress Properties**

11. Paragraphs 12 to 18 are subject to paragraphs 35 and 36.

#### *Property Lists*

12. The property lists in **Attachments Four, Five and Six, Seven and Eight** are draft lists and are therefore subject to further discussions with Ngāti Toa and final confirmation from the Crown that the properties listed are available. The Crown will undertake that investigation process in good faith. In the event any property is not available, the Crown will be under no obligation to substitute that property with another property but will, in good faith, consider alternative properties that may be available.

### **Commercial Properties with Cultural Associations**

13. The Crown will gift to Ngāti Toa on Settlement Date commercial properties with cultural associations selected from the list attached as **Attachments Four, Five, Six, and Seven**. Ngāti Toa may select for gifting properties with a combined market value of up to \$10 million, of which properties located in the South Island may make up a combined market value of up to \$1 million.

### **South Island Commercial Redress Properties**

14. Ngāti Toa may select any of the South Island properties listed in **Attachment Four** for purchase at Settlement Date.
15. Ngāti Toa may select any of the South Island properties listed in **Attachment Five** for purchase and leaseback at Settlement Date.
16. The maximum aggregate market value of the properties selected under paragraphs 14 and 15 will be \$1 million.
17. The valuation date for the properties to be purchased under paragraphs 14 and 15 will be the date of the Deed of Settlement. The market value of the properties to be purchased under paragraphs 14 and 15 will be deducted from the quantum to be paid to Ngāti Toa on Settlement Date.
18. The terms applying to the leaseback to the Crown for any property selected will be negotiated and agreed between the relevant Crown agency and Ngāti Toa as part of the preparation of the Deed of Settlement.

### **North Island Commercial Redress Properties**

#### *Commercial Properties for Purchase*

19. Ngāti Toa may select any of the properties listed in **Attachment Six** for purchase at Settlement Date.
20. The market value of the properties to be purchased under paragraph 19 will be deducted from the quantum to be paid to Ngāti Toa on Settlement Date.

21. The valuation date for the properties selected under paragraphs 13 and 19 will be the date of the Deed of Settlement.
22. Ngāti Toa will also have a right of deferred selection for any of the properties listed in **Attachment Six** that are not selected for gifting or purchase at Settlement Date. This right of deferred selection will be for two years from Settlement Date. The valuation date for the properties selected under this right of deferred selection will be the date upon which notice is given that a property is selected.

#### *Commercial Properties for Purchase and Leaseback*

23. Ngāti Toa may select any of the properties listed in **Attachment Seven** for purchase and leaseback to the Crown at Settlement Date. The purchase and leaseback will apply to the land only, and not the improvements on the land.
24. The market value of the properties to be purchased under paragraph 23 will be deducted from the quantum to be paid to Ngāti Toa on Settlement Date.
25. The valuation date for the properties selected under paragraph 23 will be the date of the Deed of Settlement.
26. Ngāti Toa may also request that up to two properties selected for purchase and leaseback under paragraphs 23 or 27 include the improvements on the land (in addition to the Wellington Central Police Station, for which the land and improvements are offered for purchase and leaseback). The Crown will make all reasonable endeavours to ensure that the improvements associated with up to two purchase and leaseback properties are made available.
27. Ngāti Toa will have a right of deferred selection for any of the properties listed in **Attachment Seven** that are not selected for purchase and leaseback at Settlement Date. This right of deferred selection will be for 10 years from Settlement Date. The valuation date for the properties selected under this right of deferred selection will be the date upon which notice is given that a property is selected.
28. Ngāti Toa will also have a right of first refusal over the properties listed in **Attachment Seven** that are not selected for purchase and leaseback at Settlement Date, for a period of 10 years from Settlement Date.
29. The terms of this right of first refusal will be agreed between the parties as part of the preparation of the Deed of Settlement.
30. The terms applying to the leaseback to the Crown for any property selected will be negotiated and agreed between the relevant Crown agency and Ngāti Toa as part of the preparation of the Deed of Settlement.

#### *Commitment to Explore Purchase and Leaseback or Right of First Refusal*

31. The Crown will also explore the availability of three North Island non-core Crown properties identified in Attachment Nine for purchase and leaseback and the one North Island non-core Crown property identified in Attachment Nine for a right of first refusal. For the avoidance of doubt, the Crown has commenced discussions with the relevant non-core Crown agencies for these properties, and a number of complex and difficult issues have arisen for which discussions are ongoing. The Crown understands that some of these properties are of particularly high cultural and spiritual significance to Ngāti Toa.

### *Right of First Refusal*

32. Ngāti Toa will have a right of first refusal over the properties listed in **Attachment Eight** for a period of 169 years from Settlement Date.
33. Ngāti Toa will also have a right of first refusal over all the improvements of purchase and leaseback properties they select under paragraph 23.
34. The terms of this right of first refusal will be agreed between the parties as part of the preparation of the Deed of Settlement.

### **Agreement Process for Commercial Redress Properties Located in Te Tau Ihu**

35. Following the signing of this Offer Letter by both parties, the Crown and Ngāti Toa will work with the other two mandated Te Tau Ihu groups to agree a process for the selection of the commercial redress properties that are located in Te Tau Ihu between the three groups.
36. For the avoidance of doubt, the Crown will require evidence that there has been agreement between the three mandated Te Tau Ihu groups on the selection process and allocation of properties before any commercial redress property that is located in Te Tau Ihu may be selected (whether for transfer on Settlement Date, for purchase and leaseback, under deferred selection or under the right of first refusal).

### **Crown Forest Licensed Land Redress**

37. Ngāti Toa will have the opportunity to purchase up to 50% by value of the Crown forest licensed land in Te Tau Ihu, subject to the ongoing protection of public access, any necessary survey and to first reaching agreement with Tainui Taranaki on the allocation of this land.
38. Ngāti Toa will have the right to the accumulated rentals (held by or payable to the Crown Forestry Rental Trust) associated with the Te Tau Ihu Crown forest licensed land purchased under paragraph 37, unless otherwise agreed.
39. Ngāti Toa will have the right to any New Zealand Emission Units associated with the 50% by value of Crown forest licensed land that Ngāti Toa may purchase in Te Tau Ihu.
40. If Ngāti Toa elect to receive the area of up to 100 hectares of the Queen Charlotte Forest as a gift of cultural redress, paragraphs 38 and 39 will not apply to that land.



## ATTACHMENT TWO

### CULTURAL REDRESS

The Deed of Settlement (and Settlement Legislation where necessary) will provide for the following cultural redress.

#### General

- 1 This offer includes instruments that are designed to recognise the traditional, historical, cultural, and spiritual interests of Ngāti Toa.
- 2 Unless otherwise specified, the value of the Cultural Redress is not off-set against the settlement quantum.

#### Kapiti Island redress

- 3 The Crown offers to vest the Kapiti Island Nature Reserve and the Kapiti Island North Reserve (1951.2417 ha) in Ngāti Toa, subject to Ngāti Toa gifting these reserves back to the Crown for the benefit of all New Zealanders.
- 4 Following gift-back by Ngāti Toa, the Crown will provide further redress as described in Table 1 below.
- 5 The overlay classification offered to Ngāti Toa over the Kapiti Island reserves is to be, in substance, on the same terms as those that have been provided in recent Treaty settlements.

**Table 1: Kapiti Island redress**

Redress	Description and conditions
Overlay classification	An overlay classification over the Kapiti Island Nature Reserve, the Kapiti Island North Reserve and the Kapiti Island Marine Reserve (4118.2417 ha), subject to the conditions described in paragraphs 6 to 8 below.
Vesting in fee simple	The vesting in Ngāti Toa of the fee simple estate of approximately one hectare of the Kapiti Island North Reserve adjoining the existing private land on the island, subject to a conservation covenant that recognises the conservation values of the island, but provides for limited development for the purposes of erecting a building (subject to further discussion between Ngāti Toa, the Office of Treaty Settlements, and the Department of Conservation over the nature and purpose of the building), and subject to the conditions described in paragraph 7 of Attachment Three.
Vesting as if under Section 26 Reserves Act 1977 Map 1	The vesting as if under Section 26 of the Reserves Act 1977 of the balance of the Kapiti Island North Reserve (190.4900 hectares, less the approximately one hectare described above) in Ngāti Toa, as a Nature Reserve subject to management by the Department of Conservation, and the Crown retaining the reversionary interest (the fee simple estate of 190.4900 hectares, less the approximately one hectare described above), and subject to the conditions described in paragraph 7 of Attachment Three.
Strategic advisory committee	The establishment of a strategic advisory committee to enhance Ngāti Toa's involvement in the management of Kapiti Island.

## Overlay Classifications

- 6 The Crown offers to grant the Governance Arrangements overlay classifications over the Brothers Islands and Wairau Lagoon.
- 7 The declaration of an area as an overlay classification provides for the Crown to acknowledge Ngāti Toa values in relation to that area. It also provides, in relation to that area, for:
  - a. the Governance Arrangements and the Crown to agree on protection principles to avoid harm to Ngāti Toa values, or any diminishment of them, and for the Director-General of Conservation to take action in relation to the protection principles; and
  - b. the New Zealand Conservation Authority, the Nelson/Marlborough Conservation Board (for the overlay classifications over the Brothers Islands and Wairau Lagoon), and the Wellington Conservancy Board (for the overlay classification over the Kapiti Island Nature Reserve and the Kapiti Island North Reserve) to have regard to Ngāti Toa's values and the protection principles.
- 8 The overlay classifications are to be offered, in substance, on the same terms as those that have been provided in recent Treaty settlements and subject to the conditions in Table 2 below.

**Table 2: Overlay classifications**

Location	Iwi with association	Total area (ha) and conditions
The Brothers Islands	Ngāti Toa, Te Atiawa	8 ha Including the Maritime Safety Authority owned parts, subject to the Authority's agreement Subject to the development with Te Atiawa of joint iwi protection principles
Wairau Lagoon (excluding 10ha of the Boulder Bank immediately South East of Pt Sec 8, Opawa District)	Ngāti Toa, Ngāti Rārua, Rangitāne	2,309.8 ha Subject to the development with Ngāti Rārua and Rangitāne of joint iwi protection principles

## Kaitiaki role for Cook Strait and coastal marine area of Port Underwood and Pelorus Sound

- 9 As part of the package developed to recognise Ngāti Toa's maritime empire, the Crown offers to explore the development of a redress instrument that:
  - a. recognises Ngāti Toa's role as Kaitiaki of Cook Strait and the coastal marine area in Port Underwood and Pelorus Sound (including Kenepuru Sound, Mahau Sound, and Tennyson Inlet); and
  - b. supports Ngāti Toa in developing a statutory plan articulating Ngāti Toa's values in relation to these areas.
- 10 The Greater Wellington Regional Council, the Tasman District Council, and the Marlborough District Council will have a statutory obligation to consider the plan when developing their Regional Coastal Plans and Regional Policy Statements under the Resource Management Act 1991.

## Cultural Redress Properties

### *Sites to be vested in Ngāti Toa*

11 **Tables 3 and 4** below set out the Cultural Redress Properties that the Crown offers to vest in Ngāti Toa in fee simple. These vestings will be subject to the specific conditions and encumbrances noted in **Tables 3 and 4** and in paragraph 7 of Attachment Three to this Offer Letter.

**Table 3: Sites to be vested in fee simple**

Location	Site description	Legal description	Specific conditions or encumbrances
Mana Island Map 2	Tauranga waka	4.4109 hectares, more or less, being Part Mana Island and Section 34 Block XI Paekakariki Survey District.	Subject to scientific reserve status and control and management by the Department of Conservation
Taputeranga Map 3	Tauranga waka	3.2375 hectares, more or less, being Taputeranga Island Block XIII Port Nicholson Survey District.	Subject to agreement of the WCC and current reserve status
Whitireia Park (Onehunga Bay) Map 4	Tauranga waka	6.0 hectares, approximately, being part of Section 383 Porirua District. Subject to survey.	Subject to historic reserve status
Akatarawa Road Conservation Area Map 5		1.0 hectare, approximately, being part of Part Section 174 Hutt District. Subject to survey.	
Wainui Urupā, Queen Elizabeth Park Map 6	Land adjoining Wainui urupā	1.5 hectares, approximately, being part of Part Section 2 Block II Paekakariki Survey District. Subject to survey.	Subject to: <ul style="list-style-type: none"> <li>• agreement by Greater Wellington Regional Council and</li> <li>• recreation reserve status</li> </ul>
Onepoto Bay Map 7		0.6611 hectares, more or less, being Lot 166 DP 32215.	Subject to recreation reserve status
Okatiki (Ohingaroa Scenic Reserve) Map 8	Tauranga waka	1.1356 hectares, more or less, being Section 36 Block VI Linkwater Survey District.	Subject to scenic reserve status

Location	Site description	Legal description	Specific conditions or encumbrances
Rarangi Map 9	Tauranga waka	0.2 hectares, approximately, being part of Crown Land (SO 5898). Subject to survey).	Subject to a Reserves Act covenant to protect biodiversity values
Robin Hood Bay (Waikutakuta) Map 10	Tauranga waka	1 hectare, approximately, being part of Lot 1 DP 4271. Subject to survey.	Subject to conservation covenants to protect biodiversity and public access
Waihinau Bay Map 11	Tauranga waka	0.2074 hectares, more or less, being Section 104 Village of Bulwer.	
Elaine Bay Map 12	Tauranga waka	0.5 hectares, approximately, being part of Section 9 Block VII Whangamoā Survey District. Subject to survey.	Subject to conservation covenants to protect biodiversity and public access
Pelorus Bridge Map 13		1.0 hectare, approximately, being part of Section 63 Block VIII Heringa Survey District. Subject to survey.	Subject to conservation covenant to protect biodiversity and public access
Pakawau Inlet Map 14	Tauranga waka	0.5059 hectares, more or less, being Section 17 Town of Seaford.	Subject to a Reserves Act covenant to protect biodiversity values
Queen Charlotte Forest (Crown forest licensed land) Map 15	Location to be confirmed	Up to 100 ha	The specific area of which is to be discussed with Tainui Taranaki and agreed with the Crown

*Sites to be jointly vested in more than one Te Tau Ihu mandated group*

12 **Table 4** below sets out the Cultural Redress Properties that the Crown is prepared to vest, subject to agreement between all mandated groups that have expressed interests in the sites.

**Table 4: Sites to be vested in fee simple in Ngāti Toa jointly with one or more Te Tau Ihu groups**

Location	Site description	Iwi with cultural association	Legal description	Specific conditions or encumbrances
Pukatea (Whites Bay) Map 16	Part of Whites Bay Recreation Reserve	Ngāti Toa  Jointly with Rangitāne and Ngāti Rārua	1.2 hectares, approximately, being part of Part Pukatea Section 2. Subject to survey.	Subject to recreation reserve and to be jointly transferred to Ngāti Rārua, Rangitāne, and Ngāti Toa
Horahora Kākahu Map 17	Horahora Kākahu Island Scenic Reserve	Ngāti Toa  Jointly with Rangitāne, and Ngāti Rārua	1.2141 hectares, more or less, being Section 4 Block XVI Arapawa Survey District.	Subject to historic reserve and to be jointly transferred to Rangitāne, Ngāti Rārua, and Ngāti Toa
Tokomaru (Mount Robertson) Map 18	Summit, part of Robertson Range Scenic Reserve	Ngāti Toa  Jointly with Ngāti Rārua	49.6 hectares, approximately, being Part Section 9 Block XVI Linkwater Survey District. Subject to survey.	Subject to concession and scenic reserve status. Excludes 0.4 ha for radar facility, which is to be retained by Department of Conservation.

*Sites to be explored*

- 13 In addition to the sites in Tables 3 and 4 above, the Crown will:
- a. explore the possibility of vesting land in Ngāti Toa in the vicinity of Camp Elsdon on Raiha St, Porirua, subject to the agreement of the Porirua City Council;
  - b. explore the possibility of vesting a site within the Taupō No. 2 Block at Plimmerton, subject to the agreement of the Porirua City Council;
  - c. explore options to provide land to Ngāti Toa for future use as an urupā in Porirua, subject to the agreement of the Porirua City Council if necessary; and
  - d. explore the possibility of vesting accretion lands at Paremata Bridge and Titahi Bay Road in Ngāti Toa, subject to the agreement of the Porirua City Council and the preservation of any recreation reserve status.

**Statutory Acknowledgements**

- 14 The Deed of Settlement and the Settlement Legislation will provide for statutory acknowledgments to be made in relation to the following areas:

**Table 5: Statutory Acknowledgements**

Location	Total area (ha)
Mana Island	212.479 ha, which is the balance of the island (excluding 4.4 ha to be vested in Ngāti Toa)
Red Rocks Scientific Reserve	0.5235 ha
Pukerua Bay Scientific Reserve	12.31 ha
Oteranga Bay marginal strip	1.6612 ha
Queen Elizabeth Park	To be determined – whole area of Park
Whareroa Farm	437.8 ha
Te Onepoto Bay	To be determined
Pauatahanui Wildlife Reserve	42.91 ha
Horokiri Wildlife Reserve	7.1408 ha
Battle Hill (Battle Hill Farm Forest Park, subject to agreement of the Greater Wellington Regional Council)	Up to 5 ha
Lake Rotoiti (Nelson Lakes National Park)	To be determined
Lake Rotoroa (Nelson Lakes National Park)	To be determined
Wairau pā	Up to 5 ha
Chetwode Islands	323.7485 ha
Malcolms Bay Scenic Reserve, Arapawa Island	27.5700 ha

- 15 Statutory acknowledgements provide for the Crown to acknowledge in the Settlement Legislation a statement by Ngāti Toa of their cultural, spiritual, historic and traditional association with a particular area. They further provide for:
- a. relevant consent authorities, the New Zealand Historic Places Trust, and the Environment Court to have regard to the statutory acknowledgments;
  - b. relevant consent authorities to forward to the Governance Arrangements summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgment has been made; and
  - c. the Governance Arrangements and any member of Ngāti Toa to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgment as evidence of the association of Ngāti Toa with the area in relation to which the statutory acknowledgement has been made.

- 16 The statutory acknowledgments provided to the Governance Arrangements will, in substance, be provided on similar terms to those provided in recent Treaty settlements. In particular, the statutory acknowledgements:
- a. will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement;
  - b. will not prevent the Crown from providing a statutory acknowledgment to persons other than Ngāti Toa or the Governance Arrangements with respect to the same area.

### Deeds of Recognition

- 17 The Crown proposes that the Deed of Settlement and the Settlement Legislation will provide for deeds of recognition to be entered into with the Department of Conservation in relation to the following areas:

**Table 6: Deeds of Recognition**

Location	Total area (ha)
Mana Island	212.479 ha, which is the balance of the island (excluding 4.4 ha to be vested in Ngāti Toa)
Red Rocks Scientific Reserve	0.5235 ha
Pukerua Bay Scientific Reserve	12.31 ha
Pauatahanui Wildlife Reserve	42.91 ha
Horokiri Wildlife Reserve	7.1408 ha
Lake Rotoiti (Nelson Lakes National Park)	To be determined
Lake Rotoroa (Nelson Lakes National Park)	To be determined
Wairau pā	Up to 5 ha
Chetwode Islands	323.7485 ha
Malcolms Bay Scenic Reserve, Arapawa Island	27.5700 ha

- 18 Deeds of recognition provide for the Governance Arrangements to be consulted on matters specified in the deed of recognition, and for the Crown to have regard to their views.
- 19 The deeds of recognition to be provided to Ngāti Toa will, in substance, be on similar terms to those provided in recent Treaty settlements.
- 20 The Crown entering into a deed of recognition with the Governance Arrangements will not prevent the Crown from providing a deed of recognition to persons other than Ngāti Toa or the Governance Arrangements with respect to the same area.

## **Coastal Statutory Acknowledgements**

- 21 The Deed of Settlement and the Settlement Legislation will provide for coastal statutory acknowledgments to be made in relation to the following sites of significance to Ngāti Toa:
- a Cook Strait;
  - b Porirua Harbour;
  - c Wellington Harbour;
  - d Thom's rock;
  - e Kapukapuariki reef;
  - f Toko a Papa rocks; and
  - g Tawhiti Kuri rocks
- 22 The Cook Strait coastal statutory acknowledgment will include an area from the North Island coastline to a line seaward of the following: from Kapiti Island to Cape Stephens, to the Chetwode Islands, to Te Parinui o Whiti, and to Turakirae Head.
- 23 The area of the coastal statutory acknowledgements will be finalised after this Offer Letter is signed by both parties.
- 24 In accordance with the regional approach adopted for Te Tau Ihu the Crown proposes that Ngāti Toa nominate proposed areas for Te Tau Ihu coastal statutory acknowledgements and discuss these areas with Kurahaupō and Tainui Taranaki. Coastal statutory acknowledgements nominated by the three mandated groups may overlap.

## **Place Name Changes**

- 25 In the North Island, the Crown offers to discuss with Ngāti Toa the possibility of changing place names in accordance with the functions and practices of the New Zealand Geographic Board/ Ngā Pou Taunaha o Aotearoa.
- 26 In relation to the South Island, the Crown invites the three Te Tau Ihu mandated groups to work together on a joint list for submission to the New Zealand Geographic Board/ Ngā Pou Taunaha o Aotearoa, to be processed under the usual statutory provisions followed by the Board. Where such proposals extend into the Ngāi Tahu takiwā, the Crown requests the Te Tau Ihu mandated groups to also discuss the proposals with Ngāi Tahu. The Crown will then submit the list of proposed changes to the New Zealand Geographic Board/ Ngā Pou Taunaha o Aotearoa for its consideration.

## **River Statutory Acknowledgements and Deeds of Recognition**

- 27 The Crown offers for the Deed of Settlement and the Settlement Legislation to provide for statutory acknowledgements and deeds of recognition to be made in relation to the following rivers within Ngāti Toa's area of interest:
- a Hutt River (in the lower North Island);
  - b Maitai River (or Mahitahi River near Nelson);



- c Wairau River (including Omaka River and Kaituna River as tributaries);
  - d Pelorus River (or Te Hoiere River near Havelock);
  - e Tuamarina Stream; and
  - f That portion of the Buller River not within the Ngāi Tahu takiwā.
- 28 The Crown notes that those rivers to be subject to statutory acknowledgements and deeds of recognition over rivers are subject to specific further negotiations following the signing of this Offer Letter by both parties.
- 29 The river statutory acknowledgements and deeds of recognition would be non-exclusive and relate only to those Crown-owned portions of the riverbed.
- 30 The river statutory acknowledgments and deeds of recognition provided to the Governance Arrangements will, in substance, be on similar terms to those provided in recent Treaty settlements. In particular, they:
- a. will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; and
  - b. will not include:
    - i. a part of the bed of the waterway that is not owned by the Crown; or
    - ii. land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
    - iii. an artificial watercourse; or
    - iv. a tributary flowing into the waterway (unless expressly provided for in this Offer Letter).
- 31 The Crown making river statutory acknowledgements and entering into river deeds of recognition with the Governance Arrangements will not prevent the Crown from providing such redress, or providing other redress (to the extent that it is consistent with the deed of recognition) to persons other than Ngāti Toa or the Governance Arrangements with respect to the same area.

### **Financial contribution for cultural revitalisation**

- 32 The Crown offers:
- a \$1 million as a contribution towards purchasing land and building a whare taonga; and
  - b \$1 million as a contribution towards purchasing land and re-establishing papakainga in the South Island.

## Special Redress

### *Whitireia Park*

- 33 The Crown proposes the management of Whitireia Park be transferred to the Greater Wellington Regional Council with a joint Council/ Ngāti Toa Board.

### *Wairau Incident Memorial site*

- 34 The Crown offers to explore the possibility of vesting joint management of the Wairau Incident Memorial site in Ngāti Toa and the Marlborough District Council, subject to the agreement of the Marlborough District Council and ongoing reserve status.

### *Ngāi Tahu takiwa*

- 35 Following the signing of this Offer Letter, the Crown will support discussions between Ngāti Toa and Ngāi Tahu to address the claims of Ngāti Toa within the Ngāi Tahu takiwā, and consider any proposals advanced by Ngāti Toa and Ngāi Tahu to address these claims.
- 36 To the extent that the claims of Ngāti Toa are not appropriately addressed through these discussions, the Crown will in good faith explore alternative proposals with Ngāti Toa to address these claims.

### *River/freshwater management*

- 37 The Crown offers to explore the possibility of redress that:
- a provides a suitable regime for Te Tau Ihu mandated groups to have input into the management of Te Tau Ihu waterways;
  - b improves the integrated management of those waters; and
  - c seeks to improve the health and best use of these waters.
- 38 Any redress would be consistent with the existing statutory framework and the Crown's policy on the use of natural resources in Treaty settlements.

### *Ka Mate haka*

- 39 The Crown proposes that Settlement Legislation will record the significance of the Ka Mate haka to Ngāti Toa.
- 40 The Crown will work with Ngāti Toa in designing an approach to address the issues and concerns relating to the use of the Ka Mate haka that is consistent with the Crown's response to Wai 262 and the policy objectives and future outcomes of the Government's Traditional Knowledge Work Programme. This approach will reflect, but will not be limited to, the following principles:
- a to respect and give effect to the rights and interests of Ngāti Toa in relation to Ka Mate;
  - b to strike an appropriate balance between the rights and interests of Ngāti Toa, users, and the broader public;

- c to ensure measures and procedures for the protection of Ka Mate are fair and equitable, accessible, transparent and not burdensome for Ngāti Toa, whilst safeguarding legitimate third party interests and the interests of the general public;
  - d to recognise that the benefits of protection should accrue to Ngāti Toa Iwi rather than individuals; and
  - e to recognise that special protection for Ka Mate should be complementary to, and not replace or prejudice the acquisition of, any applicable conventional intellectual property protection and derivatives thereof.
- 41 It is the Crown's expectation that any redress developed in relation to the haka 'Ka Mate' will not confer on Ngāti Toa:
- a a right to royalties or other economic benefit from the use or performance of the haka by any person; or
  - b a right of veto over the use or performance of the haka 'Ka Mate' by any person.
- 42 It is the expectation of Ngāti Toa that the primary objective of this redress is to prevent the misappropriation and culturally inappropriate use or performance of the haka 'Ka Mate'.

*Queen Elizabeth Park Camping Ground*

- 43 The Crown will explore the possibility of further redress in relation to the Queen Elizabeth Park Camping Ground.

*Replacement redress for Taputeranga Island*

- 44 The Crown offers to explore redress that recognises Ngāti Toa's association with the area around Taputeranga Island, in the event that the Wellington City Council does not consent to the Crown vesting the Island in Ngāti Toa.

*Plaque*

- 45 The Crown offers to explore placing a plaque in Parliament grounds to acknowledge the historical significance of the site to Ngāti Toa.

*Protection of the Oteranga Bay urupā*

- 46 Following the signing of this Offer Letter the Crown will write to Transpower encouraging the company to discuss with Ngāti Toa options to protect the urupā at Oteranga Bay and ensure Ngāti Toa have access to the site.

*Gathering of harakeke in Taupō Swamp*

- 47 Following the signing of this Offer Letter the Crown will write to the Queen Elizabeth II National Trust to encourage the Trust to enter into a Memorandum of Understanding with Ngāti Toa about the gathering from Taupō swamp of harakeke and other materials used for weaving and other cultural practices.

### *Purchase of Schools*

- 48 The Crown will gift to Ngāti Toa on Settlement Date \$1.5 million towards the purchase of up to three schools within the Port Nicholson Block Area.

### *Tuamarina School House*

- 49 The Crown will gift to Ngāti Toa on Settlement Date the Tuamarina school house and property that are held in the Crown's landbank.

### *Service Centre*

- 50 The Crown will gift to Ngāti Toa on Settlement Date a landbanked property in Nelson up to a value of \$300,000 for the purpose of a service centre.

## **Relationship Redress**

### *Protocols*

- 51 A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- a. exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
  - b. consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.
- 52 The Crown offers for the Deed of Settlement and the Settlement Legislation to provide for the following Ministers to issue protocols to the Governance Arrangements:
- a The Minister of Conservation
  - b the Minister of Fisheries;
  - c the Minister of Energy; and
  - d the Minister for Arts, Culture and Heritage.
- 53 The Crown proposes that the protocols will be, in substance, on the same terms as those provided in recent Treaty settlements. All protocols will be developed between the Offer Letter and the Deed of Settlement, and will comply with the applicable legislation.

### *Promotion of relationship with local authorities*

- 54 Following the signing of the Deed of Settlement, the Crown will write to the following North Island local authorities encouraging them to enter into a Memorandum of Understanding with Ngāti Toa:
- a the Wellington City Council;
  - b the Porirua City Council;
  - c the Upper Hutt City Council;

- d the Lower Hutt City Council;
- e the Horizons Regional Council;
- f the Kapiti Coast District Council; and
- g the Greater Wellington Regional Council;

55 Following the signing of the Deed of Settlement, the Crown will write to the following Te Tau Ihu local authorities encouraging them to enter into a Memorandum of Understanding with Ngāti Toa in respect of matters within the Ngāti Toa area of interest north of the Ngāi Tahu takiwā:

- a. the Nelson City Council;
- b. the Tasman District Council;
- c. the Marlborough District Council; and
- d. the Buller District Council.

## ATTACHMENT THREE

### DEFINITIONS, TERMS AND CONDITIONS OF CROWN OFFER

#### Definitions

1 Key terms used in this document are defined as follows:

**Crown** means:

- a The Sovereign in right of New Zealand; and
- b includes all Ministers of the Crown and all Departments; but
- c does not include:
  - i an Office of Parliament; or
  - ii a Crown Entity; or
  - iii a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

**Cultural Redress** means the redress provided within this Offer Letter intended to meet the cultural rather than economic interests of a claimant group in the settlement of their Historical Claims.

**Cultural Redress Properties** means those properties referred to in Tables 3 and 4 of Attachment Two.

**Deed of Settlement** means the Deed of Settlement to be entered into between the Crown and Ngāti Toa setting out the full detail of the final settlement of the Historical Claims.

**Governance Arrangements** means the arrangements to be established and ratified by Ngāti Toa to receive and manage the settlement assets on behalf of the groups of Ngāti Toa.

**Historical Claims** means all historical Treaty claims by any member of Ngāti Toa, or any representative entity of Ngāti Toa, as described in the Terms of Negotiations between the Crown and Ngāti Toa Rangatira.

**Ngāti Toa** means the groups (and individual members of those groups) represented by Te Rūnanga o Toa Rangatira Inc., whose Historical Claims will be settled as a result of the Deed of Settlement.

**Offer Letter** means this letter containing the redress the Crown and Ngāti Toa have agreed to, in principle, for the settlement of the Historical Claims.

**Settlement Date** means the date that is 20 business days after the date upon which the Settlement Legislation comes into force, being the date on which the settlement redress is to be provided to Ngāti Toa.

**Settlement Legislation** means the Bill or Act, if the Bill is passed, to give effect to the Deed of Settlement.

## Terms and Conditions

1. This Offer Letter contains only a summary of Crown's redress offer to Ngāti Toa, and is subject to the terms and conditions set out in this Offer Letter, including as set out below. The details of the redress will be negotiated and developed further by the parties in preparation for the signing of a Deed of Settlement.
2. This Offer Letter, once signed by the parties, will reflect a high-level agreement in principle between the parties. It will not be legally binding and does not create legal relations between the parties.
3. Unless otherwise provided for in this Offer Letter, the conditions that have applied in Agreements in Principle for recent Treaty settlements (for example, Ngāti Apa North Island and Taranaki Whānui ki te Upoko o Te Ika) will apply to this Offer Letter.
4. The Deed of Settlement will include provisions relating (but not limited) to:
  - a. the claimant definition for Ngāti Toa;
  - b. the definition of the Historical Claims to be settled by the Deed of Settlement;
  - c. acknowledgements concerning the settlement and the redress to be provided;
  - d. acknowledgements concerning the settlement and its finality;
  - e. removal of statutory protections and land banking arrangements; and
  - f. taxation.
5. This Crown offer is made on a without prejudice basis, and:
  - a. is not to be used as evidence in any proceedings before, or presented to, the Courts, the Waitangi Tribunal and any other judicial body or tribunal; and
  - b. does not affect the Terms of Negotiations between Ngāti Toa and the Crown.
6. This offer and the Deed of Settlement (as appropriate) will be subject to the following conditions:

### *Overlapping Interests*

- a. All outstanding elements of the cultural redress offer, including issues between Ngāti Toa and the other Te Tau Ihu iwi, being resolved;
- b. all other elements of the settlement redress that are located in Te Tau Ihu remain subject to the Crown confirming that the overlapping interests of the Te Tau Ihu mandated groups have been addressed to the satisfaction of the Crown;
- c. the Crown confirming that overlapping interests from other claimant groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

### *Cabinet agreement*

- d. Cabinet agreeing to the settlement and the redress to be provided to Ngāti Toa;

### *Ratification*

- e. Te Rūnanga o Ngāti Toa Rangitira (Te Rūnanga) obtaining, before the Deed of Settlement is signed, a mandate from their constituents (through a process agreed by Te Rūnanga and the Crown) authorising them to:
  - i. enter into the Deed of Settlement on behalf of Ngāti Toa; and
  - ii. in particular, settle the Historical Claims on the terms provided in the Deed of Settlement;

### *Governance Arrangements*

- f. the establishment of Governance Arrangements prior to the introduction of Settlement Legislation that the Crown is satisfied:
  - i. are appropriate arrangements to receive the settlement redress;
  - ii. have been ratified by Ngāti Toa (through a process agreed by Te Rūnanga and the Crown) as appropriate to receive that redress; and
  - iii. have a structure that provides for:
    - A. representation of Ngāti Toa;
    - B. transparent decision-making and dispute resolution processes; and
    - C. full accountability to Ngāti Toa; and
- g. the Governance Arrangements signing a Deed of Covenant which includes, amongst other things, a commitment to be bound by the terms of the Deed of Settlement.

### *Settlement Legislation*

- h. the passing of Settlement Legislation to give effect to parts of the settlement. The Crown will not be obliged to propose Settlement Legislation for introduction into Parliament until the Governance Arrangements have been established and have signed a Deed of Covenant, through which the Governance Arrangements covenant with the Crown that they are party to the Deed of Settlement and agree to be bound by it; and
- i. Ngāti Toa supporting the passage of Settlement Legislation.

### *Specific Conditions for Vesting or Transfer of Properties*

- 7. The vesting or transfer of properties will be subject to:
  - a. further identification and survey of properties where appropriate;
  - b. the exclusion of sites (or part thereof) that are public foreshore and seabed (as defined in the Foreshore and Seabed Act 2004);



- c. the agreement of the Minister or Chief Executive of the land holding agency (as appropriate) that the property is available for vesting or transfer;
  - d. any specific conditions and encumbrances (including those listed in the Tables in this Offer Letter), or terms of transfer applicable to the any specific property;
  - e. any other express provisions relating to specific properties that are included in this Offer Letter and/or the Deed of Settlement;
  - f. any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property to be vested or transferred, either existing at the date the Deed of Settlement is signed, or which are identified in the disclosure information to be provided to Ngāti Toa as rights or encumbrances to be created;
  - g. the creation of marginal strips where Part 4A of the Conservation Act 1987 so requires, except as expressly provided;
  - h. the reservation of Crown-owned minerals under sections 10 and 11 of the Crown Minerals Act 1991;
  - i. any other specific provisions that are included in the Deed of Settlement; and
  - j. confirmation that no prior offer back or other third party rights and obligations, such as those under the Public Works Act 1981, exist in relation to the property, and confirmation that any other statutory provisions which must be complied with before the property can be transferred have been duly considered and are able to be complied with.
8. Unless otherwise specified, the Governance Arrangements will be responsible for the maintenance of the Commercial and Cultural Redress Properties, including any future pest control (including flora and fauna), fencing, interpretation material, required biosecurity responses, and removal of refuse if required. The Governance Arrangements will also become liable for the payment of any rates that become payable after transfer of the Commercial and Cultural Redress Properties to the Governance Arrangements.
9. Following the signing of this Offer Letter, the Crown will prepare disclosure information in relation to each property to be vested or transferred, and will provide such information to Ngāti Toa. If any properties are unavailable for vesting or transfer, the Crown has no obligation to substitute such properties with other properties but, in good faith, will consider alternative redress options.

**ATTACHMENT FOUR**  
**SOUTH ISLAND COMMERCIAL REDRESS PROPERTIES**

WITHOUT PREJUDICE - NEGOTIATIONS CONFIDENTIAL

Te Tau Ihu - Commercial redress properties

All properties proposed to be made available subject to the agreement of Ministers.

The information in these tables, in particular the legal descriptions of the properties, is indicative only and subject to confirmation by the Crown.

In addition, the availability of the properties for transfer will be subject to the matters specified in this Letter of Agreement.

Agency	Redress mechanism	Property ID	Property Name	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
Ministry of Fisheries	sale		Ministry Store Property	Ministry Store	Section 23 Omaka Survey District Block III Taylor Pass Survey District		0.2054	Aerodrome Road	Omaka Aerodrome
Ministry of Agriculture and Forestry	sale		Speeds Valley	Crown Forest	Section 2 Block XI, Sections 1, 4 and 15 Block XIV and Section 34 Block XV Linkwater Survey District		405.4098	Speeds Road	Picton
Ministry of Agriculture and Forestry	sale		Koromiko	Crown Forest	Sections 10 and 11 SO 6245		165.2997	Freeths Road	Picton
LINZ	sale	12867	Tuamarina - RC O'Sullivan	Railway Property	Part Section 47 Waitohi Valley Registration District		165.2997	State Highway 1	Tuamarina
LINZ	sale	12868	Picton (MJ Sullivan)	Railway Property	Part Section 778 and 779 Town of Picton		0.1012	Dorset Street	Picton
LINZ	sale	13024	Moutere Inlet	Unalienated Crown Land	Unallocated Crown Land Riverbed Block VII Motueka Survey District		0.8000	Batchelor Ford Road	Motueka
LINZ	sale	13026	Section 52 Tapawera	Unalienated Crown Land	Crown Land - Section 52 Town of Tapawera Block IX Waiti Survey District		0.1796	Rata Avenue	Tapawera
LINZ	sale	13032	Tapawera/Baton Road	Unalienated Crown Land	Part Lot 1 DP 9228		0.2803	Tapawera Baton Road	Tapawera
LINZ	sale	15391	Spring Creek - Gum Tree Site	Railway Property	Part Section 98 Wairau Registration District		0.0300	Ferry Road	Spring Creek
LINZ	sale	16289	Section 1 SO 14236	Unalienated Crown Land	Section 1 SO 14236		2.1860	Glenhope Road	Tapawera
LINZ	sale	16290	Section 2 SO 14164	Unalienated Crown Land	Section 2 SO 14164		0.0501	Glenhope Road	Tadmor
LINZ	sale	16292	Sections 3 and 4 SO 15304	Unalienated Crown Land	Sections 3 and 4 SO 15304		2.8650	State Highway 6	Gowan Bridge
LINZ	sale	16937	Crown Land , Owen Junction	Unalienated Crown Land	Crown Land adjacent to Lot 1 DP 19788		6.7500	State Highway 6	Owen Junction
LINZ	sale	16952	Crown Land - Buller River	Unalienated Crown Land	Crown Land adjacent Buller River (SO 1221)		10.0000	State Highway 6 near Kawiti Junction	

Agency	Redress mechanism	Property ID	Property	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
LINZ	sale	16953	Crown Land adjacent Buller River	Unalienated Crown Land	Crown Land adjoining Buller River (SO 8366)		6.0000	State Highway 6 near Gowan Bridge	
LINZ	sale	16977	Glenhope	Unalienated Crown Land	Lot 3 DP 18573		0.695	State Highway 6	Glenhope
LINZ		17050	Former Railway Land	Unalienated Crown Land	Sections 4 and 5 SO 14164		0.5765	Glenhope Road	Tapawera
LINZ	sale	17204	Tramway Reserve, Puponga	Unalienated Crown Land	Crown Land adjacent legal roads through Lot 2 DP 13983 and Section 21 Block II Onetaua Survey District		0.3600	Off Hall-Jones Street & McGowan Street	Puponga
LINZ	sale	16287	Unalienated Crown land (grazing)	Unalienated Crown Land	Crown land riverbank adjacent to Lot 1 DP 13071 & Pt Sec 9 Square 7			Westbank Rd, Motueka River, Tasman	
Transit	sale			Surplus Rooding	Pt Sec 15 SO 7431, Title 195356	6528831	1187m <sup>2</sup>	Grove Road (by Railway)	
	sale			Surplus Rooding	Pt Sec 18 SO 7431, Title 195358	6528834	944m <sup>2</sup>	Grove Road	
Office of Treaty Settlements	sale	452	School House		Section 10 Villiage of Tua Marina, Block VII Cloudy Bay Survey District		0.1391	Main Road	Tua Marina
Office of Treaty Settlements	sale	505	Bare Rural Land		Section 4 SO 15189		0.3235	Lord Rutherford Road South	Brightwater
Office of Treaty Settlements	sale	508	Bare Residential Section		Section 31 Town of Tapawera		0.0770	Maitai Crescent	Tapawera
Office of Treaty Settlements	sale	509	Bare Residential Section		Section 36 Town of Tapawera		0.0800	Matai Crescent	Tapawera
Office of Treaty Settlements	sale	713	4 Bedroom House		Lot 2 DP 9505		0.1029	306 High Street	Motueka
Office of Treaty Settlements	sale	715	Vacant Section		Section 1 SO 15434		0.2432	Cnr Paisley Street/Broadside Ave	Collingwood
Office of Treaty Settlements	sale	797	Grazing Farmland		Lot 2 DP 8240		0.7087	The Elevation	Picton
Office of Treaty Settlements	sale	798	3 Bedroom House		Lot 1 DP 18107		0.0857	155 The Ridgeway	Nelson
Office of Treaty Settlements	sale	831	House on Rural Section		Lot 1 DP 9595		0.4935	Pine Valley	Marlborough
Office of Treaty Settlements	sale	884	Vacant Industrial Site		Lot 10 Deeds 9 and Lot 2 DP 1363 and Lot 4 DP 8883		0.5632	Opawa Street	Blenheim

Agency	Redress mechanism	Property ID	Property 1	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
Office of Treaty Settlements	sale	896	Two Parcels of Land with House		Lots 2, 3 and 4 DP 19139		20.0882	Main Road/Matali Crescent	Tapawera
Office of Treaty Settlements	sale	929	ex School, Buildings and Dwellings		Part Section 44, Picton Suburban Block VIII Cloudy Bay Survey District		2.8707	Chaylors Road	Marlborough
Office of Treaty Settlements	sale	949	Land and Former Hospital Buildings		Lot 1 DP 17037		0.3853	480 High Street	Motueka
Office of Treaty Settlements	sale	972	Commercial Land (Lessee owns Improvements)		Lot 1 DP 9059		0.0579	83 Auckland Street	Picton
Office of Treaty Settlements	sale	973	Commercial Land (Lessee owns Improvements)		Lot 3 DP 9059		0.0495	71 Auckland Street	Picton
Office of Treaty Settlements	sale	974	Commercial Land (Lessee owns Improvements)		Lot 2 DP 9059		0.0442	77 Auckland Street	Picton
Office of Treaty Settlements	sale	975	Bare Land - Beautification Strip		Lots 2 and 3 DP 9053		0.0658	Main Street/Park Terrace	Picton
Office of Treaty Settlements	sale	992	Bare Industrial Land		Lot 1 DP 1363		0.1214	21 Opawa Street	Blenheim
Office of Treaty Settlements	sale	993	Vacant Industrial Site		Lot 3 DP 8883		0.4454	Opawa/Kinross Streets	Blenheim
Office of Treaty Settlements	sale	1126	House Straddling two titles		Sections 182 and 183 Town of Picton		0.2024	58 Waikawa Road	Picton
Office of Treaty Settlements	sale	1190	School House and Sundry School Buildings		Lot 1 DP 19089		1.8714	Neudorf Road	Upper Moutere
Office of Treaty Settlements	sale	1199	Large block of rural land		Lots 3 and 4 DP 19543		26.5684	Stringers Road	Nelson
Office of Treaty Settlements	sale	1225	3 Bedroom House		Area A SO 15603		0.1051	157 The Ridgeway	Nelson
Office of Treaty Settlements	sale	1226	3 Bedroom dwelling		Lot 2 DP 4570		0.0796	183 Commercial Street	Takaka
Office of Treaty Settlements	sale	1229	3 Bedroom House		Lot 12 DP 2574		0.1070	19 Havelock Street	Renwick
Office of Treaty Settlements	sale	1243	Dwelling converted to office space		Lot 2 DP 1802		0.1123	1 Commercial Street	Takaka

Agency	Redress mechanism	Property ID	Property Description	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
Office of Treaty Settlements	sale	1256	Central portion of holiday camp land		Lot 1 DP 11792		0.3113	Canterbury St (Cambridge Tce)	Picton
Office of Treaty Settlements	sale	1282	Rural section with Villa and flat		Part Lot 1 DP 7694		0.8107	SH6	Rai Valley
Office of Treaty Settlements	sale	1297	Three bedroom House		Lot 55 DP 9669		0.0570	70 Abraham Heights	Nelson
Office of Treaty Settlements	sale	1298	Three bedroom dwelling		Lot 56 DP 9669		0.0532	72 Abraham Heights	Nelson
Office of Treaty Settlements	sale	1306	Three bedroom dwelling		Lot 1 DP 6470		0.0900	260 Annesbrook Drive	Nelson
Office of Treaty Settlements	sale	1309	Bare industrial land (lessee owns bldgs)		Lot 1 DP 11967		1.0428	Horton Street	Blenheim
Office of Treaty Settlements	sale	1317	Bare residential section		Lot 1 DP 20382		0.1450	243-245 Annesbrook Drive	Nelson
Office of Treaty Settlements	sale	1318	5.9 Ha Block of pine trees		Sections 4 and 6 SO 15642		5.9180	SH60, Mahana	Nelson
Office of Treaty Settlements	sale	1328	Bare residential section		Lot 1 DP 20454		0.0708	408 Trafalgar Street South	Nelson
Office of Treaty Settlements	sale	1333	Bare rural land		Lot 3 DP 4104		8.3137	Baldwin Road	Tasman
Office of Treaty Settlements	sale	1355	3 Bedroom dwelling		Part Lot 31 DP 6335		0.0878	50 Cawthron Crescent	Nelson
Office of Treaty Settlements	sale	1356	3 Bedroom Residential Home		Part Lot 30 DP 6335		0.0899	51 Cawthron Crescent	Nelson
Office of Treaty Settlements	sale	1357	2 Bedroom Residential Home		Part Lot 11 DP 2382		0.0807	3 Stafford Avenue	Nelson
Office of Treaty Settlements	sale	1361	Bare Rural land		Section 1 SO 15662		22.1990	Parapara Valley Road	Parapara
Office of Treaty Settlements	sale	1383	Lifestyle Block		Lot 33 DP 351		8.4911	Baldwin Road	Tasman
Office of Treaty Settlements	sale	1396	Bare land		Section 6 SO 15682		0.3506	104 Nayland Road	Nelson
Office of Treaty Settlements	sale	1430	Rural land with 22.6 Ha in pines		Lot 1 DP 306017		88.7400	SH6	Whangamoa
Office of Treaty Settlements	sale	1449	70 Ha rural land subject to Forestry lease		Sections 1 and 2 SO Plan 7408		70.8920	Queen Charlotte Drive	Linkwater

**ATTACHMENT FIVE**  
**SOUTH ISLAND PURCHASE AND LEASEBACK PROPERTIES**

WITHOUT PREJUDICE - NEGOTIATIONS CONFIDENTIAL

Te Tau Ihu - Purchase and Leaseback properties

All properties proposed to be made available subject to the agreement of Ministers.

The information in these tables, in particular the legal descriptions of the properties, is indicative only and subject to confirmation by the Crown.

In addition, the availability of the properties for transfer will be subject to the matters specified in this Letter of Agreement.

Agency	Redress mechanism	Property ID	Property Name	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
Department of Corrections	sale and leaseback		Community work Centre and Probation Office	Community work Centre and Probation Office	Lot 1 DP 5871		0.0719	64 Seymore Street	Blenheim
Ministry of Social Development	sale and leaseback	7520	Commercial Office Space Occupied by MSD	Commercial Office Space	Lot 1 DP 9864		0.1357	22 Bridge Street	Nelson
Ministry of Education	sale and leaseback	287	Queen Charlotte College	School site	Part Section 8 Waitohi District	2283	7.8382	173 Waikawa Road	Picton
Ministry of Education	sale and leaseback	288	Marlborough Boys' College	School site	Lot 1 DP 1489, Lot 1 DP 1497, Lot 1 DP 2220, Lot 21 DP 196, Lots 1 and 3 DP 1173, Lots 15 16 17 18 and 19 and Part Lots 12, 13 and 14 DP 52, Lots 19, 20, 22 and 23 and Part Lots 4, 5 and 24 and Parts Lot 21 DP 429, Parts Section 2 Omaka District, Part DP 289 and Lots 6 and 7 and Part Lot 2 and Parts Lot 1 DEEDS PLAN 21, Parts DP 383 and Part Lots 1 and 3 DP 350, Parts DP 448, Lot 1 DP 1151 and Lot 2 DP 1173	2534	5.7476	5 Stephenson Stre	Blenheim
Ministry of Education	sale and leaseback	289	Marlborough Girls' College	School site	Part Section 92 Omaka District	2671	8.3699	21 McLauchlan Str	Blenheim
Ministry of Education	sale and leaseback	290	Collingwood Area School	School site	Section 1 and 3 SO 15130, Section 1 SO 14727 and Parts Sections 96, 97, 202, 203 and 216, Part Sections 95, 215, 339, 395 and 398 and Sections 205, 206, 207, 208, 209, 217, 218, 396, 397, 398, 406 and 419 Town of Collingwood	2654	5.2472	Lewis Street	Collingwood
Ministry of Education	sale and leaseback	291	Rai Valley Area School	School site	Part Lots 1 and 2 DP 776 and Part Lot 1 DP 1234	2650	2.3701	Main Road	Rai Valley
Ministry of Education	sale and leaseback	292	Golden Bay High School	School site	Lots 1 and 2 DP 4000, Lot 2 DP 2419 and Sections 6 and 15 and Parts Section 4 of RS G Takaka District	2618	4.4542	12 Waitapu Road	Takaka
Ministry of Education	sale and leaseback	293	Nayland College	School site	Parts Section 78 Suburban South District	2318	8.8237	Nayland Road	Stoke
Ministry of Education	sale and leaseback	294	Nelson College (Crown-owned portion only)	School site	Lot 1 DP 10123, Lot 1 DP 2208, Lot 2 DP 6020, Sections 883, 884, 885, 887, 889, 890, 891, 892, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1033, 1032, 1034, 1035, 1036, 1037, 1072, 1073, 1074, 1075, 1076, 1161, 1196 and 1217, Parts Section 888 and Part Sections 1022, 1071, 1077 and 1078 City of Nelson and Section 13 Block D Wakatu District	2319	22.4644	Wairaea Road	Nelson
Ministry of Education	sale and leaseback	295	Nelson College for Girls (Crown-owned portion only)	School site	Lots 1 and 2 DP 3303, Lots 5, 6, 7 and Part Lot 4 DEEDS PLAN 1683, Lots 6, 7, 8 and 9 and Part Lot 5 DP 59, Lots 1 and 2 DP 2196, Lots 1 and 2 DP 2238, Lots 1 and 2 DP 2313, Lots 1 and 2 DP 2429, Lots 1 and 2 DP 2675, Lots 2 and 3 DP 92 and Sections 468, 470 and 655, Part Sections	2320	5.2113	Trafalgar Street	Nelson



Agency	Redress mechanism	Property ID	Property Name	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
Ministry of Education	sale and leaseback	296	Waimea College	School site	Part Lots 1 and 2 DP 458 and Parts Lot 1 DP 5512	2532	6.8207	Salisbury Road	Richmond
Ministry of Education	sale and leaseback	297	Tapawera Area School	School site	Part Lot 20 DP 2610 and Parts Section 72 Upper Motueka District	817	5.9076	Main Road	Tapawera
Ministry of Education	sale and leaseback	298	Motueka High School (Crown-owned portion only)	School site	Part Lots 25, 26 and 27 DP 1575 and Section 303 SO 13101	2321	10.1640	Whakarewa Street	Motueka
Ministry of Education	sale and leaseback	299	Murchison Area School	School site	Parts Section 20 Square 170 and Sections 34 and 35 and Part Sections 32 and 33 Town of Murchison	2566	7.7698	Waller Street	Murchison
Ministry of Education	sale and leaseback	525	Salisbury School (Nelson)	School site	Part Lot 1 DP 1938	2438	9.8185	67 Salisbury Road	Richmond
Ministry of Education	sale and leaseback	1627	St Paul's School (Richmond)	School site	Lot 1 DP 20030	2438	2.0317	67 Salisbury Road	Richmond
Ministry of Education	sale and leaseback	2811	Blenheim School	School site	Lot 74 and Part Lots 77, 78 and 79 and Parts Lot 75, 76 and 80 DEEDS PLAN 15	167	1.0693	42 Alfred Street	Blenheim
Ministry of Education	sale and leaseback	2812	Bohally Intermediate	School site	Part Section 52 Omaka District	2168	4.8500	McLauchlan Street	Blenheim
Ministry of Education	sale and leaseback	2839	Fairhall School	School site	Lot 3 DP 11697, Lots 1, 2 and 3 DP 1239 and Part Section 20 Omaka District	178	1.3323	New Renwick Road	Fairhall
Ministry of Education	sale and leaseback	2855	Havelock School	School site	Part Section 1 and Sections 2 and 3 SO 4530	181	1.3725	Main Road	Havelock
Ministry of Education	sale and leaseback	2884	Koromiko School	School site	Lots 1, 2, 3 and 4 DP 1289 and Part Section 29 Waitohi District and Section 39 and Parts Section 40 Block XV Linkwater Survey District	188	0.8622	State Highway 1	Blenheim
Ministry of Education	sale and leaseback	2891	Linkwater School	School site	Section 2 OF Section 15 Mahakipawa District	190	1.4818	1357 Queen Charl Piton	Piton
Ministry of Education	sale and leaseback	2912	Mayfield School (Blenheim)	School site	Part Section 50 Wairau District	1698	2.0181	Hutcheson Street	Blenheim
Ministry of Education	sale and leaseback	2956	Piton School	School site	Sections 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637 and 1152 Town of Piton	214	1.1652	5 Buller Street	Piton
Ministry of Education	sale and leaseback	2971	Rapaura School	School site	Lots 1 and 2 DP 1288	2183	1.2816	Hammerichs Road	Rapaura
Ministry of Education	sale and leaseback	2977	Redwoodtown School	School site	Lots 17, 18, 19, 34, 35, 36, 37 and 38 DP17	2560	3.2073	Cleghorn Street	Blenheim
Ministry of Education	sale and leaseback	2978	Renwick School	School site	Section 167 and Parts Section 163 Wairau District, Section 10 Block XIII Cloudy Bay Survey District and Stopped Road	2184	2.6486	High Street	Renwick
Ministry of Education	sale and leaseback	2981	Riverlands School	School site	Part Lot 2 DP 1232 and Part Lot 23 DEEDS PLAN 16	2586	0.9614	School Road	Blenheim
Ministry of Education	sale and leaseback	2988	Seddon School	School site	Part Sections 1 and 9 and Section 8 Block XII Town of Seddon	2360	2.1418	Redwood Street	Seddon
Ministry of Education	sale and leaseback	2995	Spring Creek School	School site	Part Lot 2 DP 961, Lot 2 DP 2051, Lots 65, 66, 67, 68, 69, 70, 71 and 72 DP 485 and Part Section 50 Wairau West District	1726	2.2839	52 Ferry Road	Spring Creek
Ministry of Education	sale and leaseback	2996	Springlands School	School site	Lots 48, 49, 50, 51 and 52 DEEDS PLAN 18 and Section 1 Block XVI Cloudy Bay Survey District	1727	2.6116	Murphys Road	Blenheim
Ministry of Education	sale and leaseback	3050	Tua Marina School	School site	Part Sections 12, 13, 14, 15 and 17 and Sections 11, 18 and 19 Village of Tuamarna	2649	1.1500	Campbells Lane	Tuamarna
Ministry of Education	sale and leaseback	3057	Waikawa Bay School	School site	Section 21 Waikawa Village	697	1.6187	282 Waikawa Road	Piton
Ministry of Education	sale and leaseback	3062	Wairau Valley School (Blenheim)	School site	Section 40 Block IV Mount Olympus Survey District	1764	2.0234	30 Morse Street	Wairau Valley
Ministry of Education	sale and leaseback	3064	Waitaria Bay School	School site	Section 30 Block I Gore Survey District	254	1.5730	Kenepuru Road	Waitaria Bay
Ministry of Education	sale and leaseback	3067	Ward School	School site	Section 14 Block VII Town of Ward	1766	2.0234	Duncan Street	Ward
Ministry of Education	sale and leaseback	3071	Whitney Street School	School site	Part Lots 2 and 5 DP 1236 and Lots 5, 6 and 7 and Part Lot 10 DP 4, Lot 2 DP 794 and Part Section 4 Omaka District	698	2.1853	Whitney Street	Blenheim
Ministry of Education	sale and leaseback	3075	Witherea School	School site	Part Sections 18 and 19 Block IV Taylor Pass Survey District	1770	2.2493	Upper Weld Street	Blenheim
Ministry of Education	sale and leaseback	3181	Auckland Point School (Crown-owned portion only)	School site	Lots 1, 2, 3, 4, 5 and 6 DP 1441, Lot 1 DP 2931 and Parts Sections 60 and 61 and Part Sections 62, 63, 64 and 65 City of Nelson	829	1.7258	Haven Road	Nelson
Ministry of Education	sale and leaseback	3182	Birchwood School	School site	Part Lot 1 DP 7222	830	2.5348	Durham Street	Stoke
Ministry of Education	sale and leaseback	3183	Brightwater School	School site	Lots 1 and 2 DP 1829 and Section 175 and Part Section 18 Wairau South District	2731	1.6989	106 Ellis Street	Brightwater
Ministry of Education	sale and leaseback	3184	Broadgreen Intermediate	School site	Lot 2 and Part Lot 1 DP 2073	887	4.8972	Nayland Road	Stoke
Ministry of Education	sale and leaseback	3185	Brooklyn School (Motueka)	School site	Parts Section 13 Motueka District	831	1.1431	Umukuri Road	Motueka
Ministry of Education	sale and leaseback	3187	Clifton Terrace School	School site	Lots 1, 2 and 3 DP 1839 and Lot 1 DP 7667	833	2.1265	888 Alawhai Drive	Nelson
Ministry of Education	sale and leaseback	3188	Dovedale School	School site	Part Section 72 Square 2	834	0.5867	Dovedale Road	Nelson

Agency	Redress mechanism	Property ID	Property Name	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
Ministry of Education	sale and leaseback	3189	Emner Glyn School	School site	Lot 1 DP 5662, Lot 16 DP 3438 and Parts Section 42 Suburban South District	257	2.2825	The Ridgeway	Stoke
Ministry of Education	sale and leaseback	3193	Hampden Street School	School site	Part Sections 643, 1038 and 1044 and Parts Sections 1040 and 1042 City of Nelson	258	1.5351	250 Hampden Street	Nelson
Ministry of Education	sale and leaseback	3194	Henley School (Nelson)	School site	Part Lot 3 DP 2667, Part Lot 5 DP 2712 and Lot 1 DP 5512	835	3.1571	56A William Street	Richmond
Ministry of Education	sale and leaseback	3195	Hira School	School site	Lot 1 DP 6009 and Section 113 and Parts Section 27A Suburban North District	2724	0.9812	Main Road	Nelson
Ministry of Education	sale and leaseback	3196	Hope School	School site	Lot 1 DP 19977 and Parts Section 7 Waimea East District	2723	1.0148	Patons Road	Nelson
Ministry of Education	sale and leaseback	3199	Lake Rotiti School	School site	Lots 1, 2, 3, 4 and 5 DP 5718, Section 1 Town of St. Arnaud and Stopped Road	836	1.1229	State Highway 63	Nelson
Ministry of Education	sale and leaseback	3200	Lower Moutere School	School site	Lot 2 and Part Lot 1 DP 2978	2645	2.3019	School Road	Nelson
Ministry of Education	sale and leaseback	3201	Mahana School	School site	Lot 1 DP 20437, Lots 37 and 38 DP 1089 and Lot 2 DP 695	837	1.3464	Cnr Old Coach Rd	Nelson
Ministry of Education	sale and leaseback	3202	Maitai School	School site	Section 1281 and Part Section 205 City of Nelson	2557	0.4300	93 Tasman Street	Nelson
Ministry of Education	sale and leaseback	3203	Mapua School	School site	Lot 11 and 14 DP 336741, Part Lot 1 DP 2280 and Part Section 4 Moutere Hills District	839	2.2253	4 Stafford Drive	Nelson
Ministry of Education	sale and leaseback	3206	Motueka South School	School site	Part Sections 3, 4 and 10 of Section 167 Motueka District	841	2.6279	Courtney Street	Motueka
Ministry of Education	sale and leaseback	3207	Motupipi School	School site	Lot 3 DP 16277 and Part Section 161 Takaka District	2678	1.1356	435 Abel Tasman	Nelson
Ministry of Education	sale and leaseback	3208	Nayland Primary School	School site	Part Lots 3 and 4 DP 2073	259	2.3763	225 Nayland Road	Nelson
Ministry of Education	sale and leaseback	3209	Nelson Central School	School site	Part Section 499 and Sections 503, 504 505, 506 and 1201 City of Nelson	2594	1.8411	Nile Street	Nelson
Ministry of Education	sale and leaseback	3210	Nelson Intermediate	School site	Part Lot 2 DP 1937, Part Lot 1 DP 2845, Sections 863, 864, 866, 867, 870 and 872, Part Section 871 and 873 and Parts Section 874 City of Nelson and Part Section 4 Wakatu District	2733	4.4925	112 Tipahi Street	Nelson
Ministry of Education	sale and leaseback	3212	Ngaimoi School	School site	Lot 1 DP 5035 and Part Section 74 Square 7	893	1.7728	Greenhill Road	Motueka
Ministry of Education	sale and leaseback	3213	Parklands School	School site	Part Lots 6 and 8 DP 1575 and Part Lot 8 of Section 161 and Part Section 161 Motueka District	2575	3.8525	Pah Street	Motueka
Ministry of Education	sale and leaseback	3214	Ranzau School	School site	Part Lot 3 DP 3546 and Part Section 119 Waimea East District	260	1.2140	111 Ranzau Road	Nelson
Ministry of Education	sale and leaseback	3216	Richmond School (Nelson)	School site	Lots 1, 2 and 3 DP 1497 and Sections 24 and 26 of Section 25 Waimea East District	263	2.6552	14 Cambridge Street	Nelson
Ministry of Education	sale and leaseback	3217	Riwaka School	School site	Lots 6 and 7 DP 2833	264	1.7088	School Road	Motueka
Ministry of Education	sale and leaseback	3223	Stoke School	School site	Lot 15 DP 6252, Lot 38 and Part Lot 2 DP 2905, Part Lot 2 DP 2641 and Parts Section 53 Suburban South District	700	2.7548	601 Main Road	Nelson
Ministry of Education	sale and leaseback	3224	Tahunanui School	School site	Lots 47, 48, 49, 50, 51 and 52 DP 144, Lot 1 DP 979, Lot 3 DP 1566, Part Lots 1 and 2 DP 3112, Lots 3, 10 and 11 and Part Lots 2 and 9 DP 3692 and Lot 1 DP 4090	844	2.0669	69 Murrill Street	Nelson
Ministry of Education	sale and leaseback	3226	Takaka Primary School	School site	Lot 27 DP 4828 and Part Section 38 of RS G Takaka District	845	4.3815	9 Wadsworth Street	Takaka
Ministry of Education	sale and leaseback	3228	Tasman School	School site	Lot 3 and Part Lots 1 and 2 DP 428, Part Lot 55 DP 375 and Part Section 99 Moutere Hills District	846	2.0111	Coastal Highway	Nelson
Ministry of Education	sale and leaseback	3229	Upper Moutere School	School site	Part Lot 3 DEEDS PLAN 184 and Parts Section 166 Moutere Hills District	847	1.5837	Main Road	Nelson
Ministry of Education	sale and leaseback	3231	Victory Primary School	School site	Lots 1 and 2 DP 3805, Part Lot 1 and Lot 2 DP 2753, Lot 2 DP 3461, Parts Sections 846, 847 and 848 City of Nelson and Part Section 9 Wakatu District	849	2.2584	214 Vanguard Street	Nelson
Ministry of Education	sale and leaseback	3233	Waimea Intermediate	School site	Part Lots 1 and 2 DP 458 and Part Section 67 Waimea East District	851	17.5398	Salisbury Road	Nelson
Ministry of Education	sale and leaseback	3234	Wakefield School	School site	Lot 1 DP 6556, Lot 2 DP 7008 and Parts Section 85 Waimea South District	852	2.4179	Edward Street	Nelson
Ministry of Justice	sale and leaseback		Blenheim High/District Court House	Courthouse	Section 4 SO 1640, Town of Blenheim		0.2416	58 Albert St	Blenheim

Agency	Redress mechanism	Property ID	Property Name	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
New Zealand Police	sale and leaseback		Motueka Police Station	Police Station	Lot 1 DP 18751		0.3650	66-68 High Street	Motueka
New Zealand Police	sale and leaseback		Richmond Police Station	Police Station	Lots 1,2 DP 4926		0.1989	194 Queen St	Nelson
New Zealand Police	sale and leaseback		Blenheim Police Station	Police Station	Sect 98 & PT Lot 1 DP 430		0.1505	8 Main Street	Blenheim
New Zealand Police	sale and leaseback		Stoke Community Policing Centre	Police Station	Lot 2 PT lot 3 DP3129		0.1152	3 Ball St	
New Zealand Police	sale and leaseback		Picton Police Station	Police Station	Lots 1,3 DP8811		0.1782	32-36 Broadway	Picton
New Zealand Police	sale and leaseback		Nelson Central Police Station	Police Station	PT Sections 180,178 City of Nelson		0.2050	317 Hardy St	Nelson
Ministry of Defence	sale and leaseback		Nelson Army Drill Hall	Army Drill Hall	Lot 2 DP 566, PT Lot 4 DP 1460, PT sec 1206 City of Nelson, PT sec 153 City of Nelson, PT Sec 669 City of Nelson, Sec 1130 City of Nelson, Sec 1130A City of Nelson		0.2702	80-84 Rutherford St	Nelson
Department of Conservation	sale and leaseback	1430	Motueka Area Office		Lot 1 DP11256 HMQ fee simple, under Forests Act 1949		0.9696	11-13 King St & 40	Motueka
Department of Conservation	sale and leaseback	1449	Renwick Area Office Picton York St workshop		Lot 2 DP37 Buildings of General Government		0.3996	22 Gee St	Linkwater Picton
Department of Conservation	sale and leaseback		Government Purpose Reserve (Nelson High/District Court House)	Courthouse (Government purpose reserve subject to: a) a ground lease to the Ministry of Justice; b) resurveying to exclude significant historic sites and to enable the planned future extension of the courthouse and any access easements	Sec 536 town of Picton Sect 201 SO 14228, Nelson		0.4046	Picton York St 200 Bridge St	Nelson

**ATTACHMENT SIX**

**NORTH ISLAND COMMERCIAL REDRESS PROPERTIES**

DRAFT

Ngati Toa North Island Commercial Redress: Commercial Transfer / Deferred Selection Properties

The information in these tables, in particular the legal descriptions of the properties, is indicative only and subject to confirmation by the Crown. In addition, the availability of the properties for transfer will be subject to the matters specified in this Letter of Agreement.

Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
Landcorp Holdings	Waitangirua Landcorp farm (part)		Lots 1 and 2 LT 389024 .	170.8219 .		
Capital Coast and District Health	Land surplus to requirements		Lots 3, 4, 5, 10, 12 & 14 Proposed Subdivision	43.0400ha		Bluff Rd, Kenepuru Drive and Raiha St, Porirua
Fire Commission	Lower Hutt Fire Station		Lot 2 DP 82046 .	0.2746 .		155-157 Waterloo Rd, Lower Hutt
Ministry of Education	Bellevue School (Newlands)	2806	Lot 1 DP 359292	2.279	CFR 241661	50 Link Road, Newlands
Ministry of Education	Greenacres Model School	2849	Pt Lot 59 DP 32207 .	2.415	WN10D/1158	Raroa Terrace, Tawa
Ministry of Education	Kamahi School - land and improvements	2870	Pt Lot 20 Deeds 553 and Pt Lots 22, 124, 125 and 126 Deeds 597 .	2.075		Stokes Valley
Ministry of Education	Avalon Intermediate	3031	Lot 1 DP 330204	1.305	CFR 124037	High Street, Avalon, Lower Hutt
Ministry of Education	Ohariu Model School	2932	Pt Secs 21 and 137 Ohariu District.	1.3592	WN5D/415	634 Ohariu Valley Road, Ohariu
Ministry of Education	Paparangi School	2947	Part Lot 1 DP 27198 .	0.805		Paparangi
Ministry of Education	Ngati Toa School	2928	Part LOT 1 DP 29725 .	0.1513 (Total area for Lot 1)		Piko Road, Titahi Bay
Ministry of Education	Ngati Toa School	2928	Part Lot 2 DP 29725 .	2.0892 (Total area for Lot 2)		Piko Road, Titahi Bay
Ministry of Education	Surplus land near CIT		Sec 2 SO 34420 .	1.1296	WN37B/916 .	Messines Ave/Gallipoli Rd
Ministry of Education	Surplus land near CIT		Sec 1 SO 34420 .	1.0019	WN37D/605	Messines Ave/Somme Rd
Ministry of Education	CIT site		Sec 7 SO 37220 .	16.1619		Somme Rd, Upper Hutt
Office of Treaty Settlements	Ex Works Depot	1011/1015	LOT 2 DP 87245	0.9851	WN52C/940	6 - 8 Raiha Street, Porirua

Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
Office of Treaty Settlements	Bare Land	465	Lot 1 DP 29971	0.5792	WN52/1192	52 Morere Street (WN882), Titahi Bay
Office of Treaty Settlements	3 interconnected ex-state houses	957	Lts 62, 63 & 64 DP 19368	0.2495	T.6972/174.1	17-20 Kahika Grove, Porirua
Office of Treaty Settlements	Ex CYPS 7 bdrm Hse	1300	Lots 97 & 98, DP 2523	0.1674	WN56A/120	752-754 Fergusson Drive, Upper Hutt
Office of Treaty Settlements	3 Bdrm House	466	Lot 130 DP 31313	0.0564	40C/943	27 Rangitui Crescent, Porirua
Office of Treaty Settlements	54-60 Morere Street, Titahi Bay	1567	Lots 1 and 2 DP 17375 and Lots 110 and 111 DP 17920	0.2246	CFR 418129 - 132	54-60 Morere Street, Titahi Bay
Office of Treaty Settlements	Maungakotukutuku School Reserve		Sec 95 Blk II Paekakariki SD	1.6592		Maungakotukutuku Road, Paekakariki

**ATTACHMENT SEVEN**

**NORTH ISLAND PURCHASE AND LEASEBACK PROPERTIES**

DRAFT

**Nqati Toa North Island Commercial Redress: Purchase and Leaseback**

The information in these tables, in particular the legal descriptions of the properties, is indicative only and subject to confirmation by the Crown. In addition, the availability of the properties for transfer will be subject to the matters specified in this Letter of Agreement.

Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
Ministry of Education	Upper Hutt College	250	LOT 1 DP 22300	0.3049		Moonshine Road, Upper Hutt
Ministry of Education	Upper Hutt College	250	LOT 11 DP 23124	0.0709		Moonshine Road, Upper Hutt
Ministry of Education	Upper Hutt College	250	PART LOT 1 DEEDS PLAN 306	1.3552		Moonshine Road, Upper Hutt
Ministry of Education	Upper Hutt College	250	PART LOT 2 DP 22300	6.6849		Moonshine Road, Upper Hutt
Ministry of Education	Aotea College	253	PT SEC 286 PORIRUA DISTRICT	12.261		Okowai Road, Porirua
Ministry of Education	Mana College	254	LOT 30 DP 19368	0.0764		Awatua Street, Porirua
Ministry of Education	Mana College	254	PART TAKAPUWAHIA D1A2A AND PART TAKAPUWAHIA D1A1B4	1.139		Awatua Street, Porirua
Ministry of Education	Mana College	254	PART TAKAPUWAHIA D1A2B AND PART LOT 104 DP 19070	0.0435		Awatua Street, Porirua
Ministry of Education	Mana College	254	SECTION 3073 MAHINAWA BLOCK PART MAHINAWA 1C2B PARTS MAHINAWA 1A 1B AND 1C1 AND PART TAKAPUWAHIA E2 AND D1A2B	7.6934		Awatua Street, Porirua
Ministry of Education	Newlands College/Intermediate	255	LOT 5 DP 42888 AND LOT 2 DP 75369, PART SECTION 2 HOROKIWI ROAD DISTRICT, PART SECTIONS 24, 38 AND 39 AND SECTION 57 PAPARANGI SETTLEMENT	20.7269		Bracken Road, Newlands
Ministry of Education	Porirua College	255	LOT 20 DP 30646	0.0749		Driver Crescent, Porirua
Ministry of Education	Porirua College	255	PT LOT 1 AND LOT 2 DP 26453	19.5048		Driver Crescent, Porirua
Ministry of Education	Tawa College	257	PT SEC 48 PORIRUA DISTRICT LOT 1 DP 22169 LOTS 43 44 45 AND PT LOTS 40 41 AND 42 DP 18679 SITUATED IN BLOCK VII BELMONT SD	4.569		Duncan Street, Tawa
Ministry of Education	Tawa College	257	PT SEC 48 PORIRUA DISTRICT SITUATED IN BLK VII BELMONT SURVEY DISTRICT	8.9736		Duncan Street, Tawa
Ministry of Education	Adventure School	1195	LOT 1218 DP 50117	2.964		Longitude Place, Whitby



Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
Ministry of Education	Te Kura Maori o Porirua	1634	LOT 1 DP 30092	7.1963		392 Warspite Avenue, Porirua
Ministry of Education	Te Kura Maori o Porirua	1634	LOT 1 DP 47243	0.0076		392 Warspite Avenue, Porirua
Ministry of Education	Trentham School	2099	LOT 1 DP 15292	1.381		Moonshine Road, Trentham
Ministry of Education	Trentham School	2099	LOT 260 DP 17542	0.0123		Moonshine Road, Trentham
Ministry of Education	Trentham School	2099	PART SECTION 91 HUTT DISTRICT	0.2763		Moonshine Road, Trentham
Ministry of Education	Koraunui School	2100	LOT 1 DP 9325	0.1464		17 Kairimu Street, Stokes Valley
Ministry of Education	Koraunui School	2100	LOT 2 DP 9325	1.5972		17 Kairimu Street, Stokes Valley
Ministry of Education	Koraunui School	2100	LOT 7 DEEDS PLAN 605	0.1713		17 Kairimu Street, Stokes Valley
Ministry of Education	Koraunui School	2100	SECTION 795 HUTT DISTRICT AND LOT 70 DP 13033	0.3306		17 Kairimu Street, Stokes Valley
Ministry of Education	Brandon Intermediate	2814	PT LOT 1 AND LOT 2 DP 26453	19.5048		32 Driver Crescent, Porirua
Ministry of Education	Cannons Creek School	2818	LOT 1 DP 33352	0.6976		Warspite Avenue, Porirua
Ministry of Education	Cannons Creek School	2818	PT LOT 1 DP 25998 AND LOT 1 DP 23720	1.2427		Warspite Avenue, Porirua
Ministry of Education	Churton Park School		PART LOT 1 DP 31539	1.8106		Churton Drive, Churton Park
Ministry of Education	Corinna School	2828	LOTS 6 23 24 AND 25 DP 26537	2.6483		Kalingo Street, Porirua
Ministry of Education	Discovery School	2832	LOT 253 DP 34182	0.1985		Pullen Lane, Whitby
Ministry of Education	Discovery School	2832	LOTS 251 AND 252	2.0693		Pullen Lane, Whitby
Ministry of Education	Evans Bay Intermediate	2837	PART SECTIONS 109 AND 110 EVANS BAY DISTRICT	0.3672		14 Kemp Street, Kibirnie
Ministry of Education	Evans Bay Intermediate	2837	SECTION 107 EVANS BAY DISTRICT	2.8317		14 Kemp Street, Kibirnie
Ministry of Education	Glenview School (Porirua East)	2847	LOT 1 DP 25098	2.8336		Bedford Street, Porirua
Ministry of Education	Glenview School (Porirua East)	2847	LOT 4 DP 27333	0.0331		Bedford Street, Porirua
Ministry of Education	Kapi-Mana School	2872	PART SECTION 244 PORIRUA DISTRICT (does not appear to be a part section)	0.7684		28 Keneperu Drive, Porirua
Ministry of Education	Maraeroa School	2903	LOT 153 DP 26823	2.7003		Driver Crescent, Porirua
Ministry of Education	Ngati Toa School	2928	LOT 1 DP 29725	0.1513		Piko Street, Titahi Bay
Ministry of Education	Ngati Toa School	2928	Lot 2 DP 28725	2.0892		Piko Street, Titahi Bay

Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
Ministry of Education	Ngati Toa School	2928	PART LOT 2 DP 29725	2.0892		Piko Street, Titahi Bay
Ministry of Education	Papakowhai School	2946	Sec 1 SO 36755 not LOT 73 DP 33048	2.5166		Spey Place, Papakowhai
Ministry of Education	Paremata School	2950	PART SECTION 300 PORIRUA DISTRICT	1.6454		The Crescent, Paramata
Ministry of Education	Pauatahanui School	2953	LOTS 1 AND 2 DP 11535	1.3114		Paekakariki Hill Road, Pauatahanui
Ministry of Education	Pauatahanui School	2953	PT LOT 3 DP 11535 & PTS SECTION 64 PAUATAHANUI DISTRICT	0.3747		Paekakariki Hill Road, Pauatahanui
Ministry of Education	Pimmerton School	2960	PT SEC 34 BLOCK VIII PAEKAKARIKI SURVEY DISTRICT	3.3515		School Road, Pimmerton
Ministry of Education	Porirua East School	2963	LOT 2 DP 51177	0.5059		8 Martin Street, Porirua
Ministry of Education	Porirua East School	2963	PT LOT 1 DP 24485	2.5397		8 Martin Street, Porirua
Ministry of Education	Porirua School	2964	PT MAHINAWA NO 1A AND PT URUKAIKA BLK	2.5551		Awarua Street, Elsdon
Ministry of Education	Postgate School	2966	LOT 1070 DP 44049	2.2004		Staithe Drive North, Whitby
Ministry of Education	Pukerua Bay School	2967	LOT 1 DP 8390	2.0234		Rawhiti Road, Pukerua Bay
Ministry of Education	Rangikura School	2970	LOT 102 DP 35155	2.0755		95 Conclusion Street, Ascot Park
Ministry of Education	Russell School (Porirua East)	2983	LOT 60 DP 25956	2.0797		18 Fantams Street, Porirua
Ministry of Education	Tairangi School	3029	LOT 1 DP 30092 and Lot 1 DP 47243	7.2039		Omapiere Street, Porirua
Ministry of Education	Titahi Bay Intermediate	3043	PART LAND ON DP 9153	0.2706		Kahutea Terrace, Titahi Bay
Ministry of Education	Titahi Bay Intermediate	3043	SECTION 296, 346 & PART 111 PORIRUA DISTRICT; PART TUTUAPARAİKETE 2C; PTS BED PORIRUA HARBOUR LTS 3 4 PT 5 & PT 8 DP 19945 & PT LOT 4 DP 26680	4.7478		Kahutea Terrace, Titahi Bay
Ministry of Education	Titahi Bay North School	3044	LOT 114 DP 17379	0.6128		47 Jillett Street, Titahi Bay
Ministry of Education	Titahi Bay North School	3044	LOT 32 DP 17379	0.0067		47 Jillett Street, Titahi Bay
Ministry of Education	Titahi Bay North School	3044	LOT 41 DP 24048	0.014		47 Jillett Street, Titahi Bay
Ministry of Education	Titahi Bay North School	3044	LOT 58 DP 24239	0.0099		47 Jillett Street, Titahi Bay
Ministry of Education	Titahi Bay North School	3044	PART SECTION 186 PORIRUA DISTRICT	2.3042		47 Jillett Street, Titahi Bay
Ministry of Education	Titahi Bay North School	3044	PT LOT 115 DP 18092	0.0199		47 Jillett Street, Titahi Bay

Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
Ministry of Education	Titahi Bay School	3045	LOT 95 DP 18864	2.6748		Kura Street, Titahi Bay
Ministry of Education	Windley School	3074	LOT 16 DP 21905	2.2356		Mungavin Avenue, Porirua
Ministry of Education	Porirua Activity Centre	6127	Lot 7 DP 50123	6.0613		Tutu Place, Porirua
Ministry of Education	Wellington Activity Centre	6128	SECTION 170 HARBOUR DISTRICT SITUATED IN BLK VII PORT NICHOLSON SURVEY DISTRICT	0.3038		7 Fore Street, Wellington
Ministry of Education	Taita College	258	Pt Sec 11 and Pt Secs 62 Hutt District	13.8993		Taita
Ministry of Education	Avalon School	2803	Lots 20, 21 and 22 DP 2162 and Lot 9, Pt Lot 4, 5, 6, 7, 8 DP 1427	2.0263		Avalon
Ministry of Education	Belmont School (Lower Hutt)	2807	Pt Sec 2 Blk IX Belmont SD and Sec 1 SO 340399	2.0266		
Ministry of Education	Birchville School	2810	Lot 14 DP 43632	2.1518		Birchville
Ministry of Education	Dyer Street School	2833	Pt Lots 1 and 2 DP 1139 and Lot 3 DP 15073	1.9306		
Ministry of Education	Fergusson Intermediate	2841	Pt Lot 1 DP 22294, Pt Lot 2 DP 22300, Lots 45 and 46 DP 28498	3.8231		Trentham
Ministry of Education	Fraser Crescent School	2844	Lot 174 DP 15564	1.697		
Ministry of Education	Hampton Hill School	2852	Pt Lot 10 DP 20144 and Pt Sec 245 Porirua District	1.9323		Tawa
Ministry of Education	Hutt Intermediate	2863	Lot 27 DP 7186 and Pt Sec 26 Hutt District	3.9113		
Ministry of Education	Johnsonville School	2866	Sec 19 Blk VI Hawtrey Settlement	2.3042		Johnsonville
Ministry of Education	Karori Normal School	2874	Pt Sec 36 Karori District	1.7184		Karori
Ministry of Education	Karori West Normal School	2875	Pt Sec 43 and Sec 72 Karori District	2.1967		Karori
Ministry of Education	Kelson School	2877	Lot 252 DP 33700	2.0975		Kelson
Ministry of Education	Khandallah School	2879	Sec 233 Porirua District	1.5806		Khandallah
Ministry of Education	Linden School	2890	Pt Lots 26, 29 and 30 DP 14282 and Sec 299 Porirua District	1.98		Tawa
Ministry of Education	Maldstone Intermediate	2893	Lot 10 DP 19900	4.2653		Upper Hutt
Ministry of Education	Mangaroa School	2899	Lot 1 DP 49454	2.0286		Mangaroa
Ministry of Education	Maoribank School	2902	Pt Lots 5 and 11 DP 8972	2.1853		Maoribank
Ministry of Education	Naenae School	2922	Lot 66 DP 17481, Lot 2 DP 47525, Lot 1 DP 31358 and Pt Lot 111 DP 15742	2.7206		Naenae

Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
Ministry of Education	Ngaio School	2927	Pt Sec 18 Kaiwharawhara District.	1.8746		Ngaio
Ministry of Education	Paparangi School	2947	Lot 1 DP 27198.	3.2023		Paparangi
Ministry of Education	Pinehaven School	2957	Pt Lot 32 DP 15346.	2.16		Pinehaven
Ministry of Education	Plateau School	2959	Pt Lots 1 and 3 DP 18609.	1.871		Te Manua
Ministry of Education	Pomare School	2961	Pt Lots 68 and 83 DP 15392.	2.6313		Taita
Ministry of Education	Rata Street School	2973	Lot 1 DP 22796.	3.2476		Naenae
Ministry of Education	Redwood School (Tawa)	2976	Pt Lot 1 DP 28388.	1.8697		Tawa
Ministry of Education	Rewa Rewa School	2979	Lots 8, 9, 10 and 11 DP 27942, Pt Lot 1 DP 27635 and Pt Sec 33 Paparangi Settlement.	1.6108		Newlands
Ministry of Education	Silverstream School	2990	Pt Lot 52 DP 21020 and Pt Sec 97 Hutt District.	2.0875		Silverstream
Ministry of Education	South Wellington Intermediate	2994	Lot 8 and Pts Lot 9 DP 323 and Pt Lots 1, 2 and 3 DP 3077.	0.118		Newtown
Ministry of Education	Stokes Valley School	3026	Lots 1 and 2 DP 9325, Lot 7 Deeds 605, Lot 70 DP 13033 and Sec 795 Hutt District.	2.2455		Stokes Valley
Ministry of Education	Taita Central School	3030	Lot 1 DP 17921 and Lot 306 DP 15388.	2.0693		Taita
Ministry of Education	Tawa Intermediate	3034	See Tawa College (Same land parcels)			Tawa
Ministry of Education	Tawa School	3035	Pts Sec 42 Porirua District, Pt Lots 37-45 DP 2012 and Pt Lots 19 and 21 DP 2013	3.0349		Tawa
Ministry of Education	Tawhai School	3036	Sec 1 SO 26899	2.1471		Stokes Valley
Ministry of Education	Totara Park School	3048	Lot 17 DP 30149	1.7659		Totara Park
Ministry of Education	Trentham School	3049	PART SECTION 91 HUTT DISTRICT	1.3152		Trentham
Ministry of Education	Tui Glen School	3051	Pt Lots 1 and Lot 2 DP 20917	2.2738		Stokes Valley
Ministry of Education	Upper Hutt School	3053	Pt Lot 99 and Lots 23, 25, 26, 101-108 DP 2523 and Pt Sec 126 Hutt District	1.8363		Upper Hutt
Ministry of Education	Waterloo School	3068	Secs 15 and 43 Blk XXXIII Hutt Valley Settlement	2.2168		Waterloo
Ministry of Education	Whitireia Polytechnic		Lot 7 DP 50123.	6.0613		Wineera Drive, Porirua
Ministry of Justice	Porirua District Court		Lot 2 DP 26027.	0.631	WNK43B/201	4 Hagley Street, Porirua
Ministry of Justice	Upper Hutt District Court		Pt Lots 11-14 DP 1336	0.1807	WNK43B/231 & WNK43B/232	76-82 Main St

Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
Ministry of Justice	Lower Hutt District Court		Lots 16-18 DP 1579 and Secs 1 & 2 SO 34024	0.3275	WN43B/422-426	10-18 Knights Rd
New Zealand Police	Wellington Central Police Station		Lot 1 DP 56299 .	0.2736		cnr Victoria and Harris Streets, Wellington
New Zealand Police	Royal New Zealand Police College		Lots 10-13 DP 17838, Lot 2 DP 53147, pt Lot 2 DP 26571, Lot 6 DP 53148, sections 1 and 2 SO 33197	17.8064		Papakowhai Road, Porirua
New Zealand Police	Porirua Police Station	S472	Lot 1 DP 26027	0.2619	All GN 735407 (Gazette 1968 page 77)	2 Hagley Street, Porirua
New Zealand Police	Upper Hutt Police Station		Pt Lots 56-61 DP 1336 .	0.2868		863 Fergusson Drive, Upper Hutt
New Zealand Police	Lower Hutt Police Station		Lots 10-12 and Part Lot 13 Block I DP 1306, Lots 25-26, Part Lot 24 and Part Lot 36 DP 4582 and Lot 1 DP 80989	0.5131	WN47D/514	19-23 Kings Crescent
New Zealand Police	Johnsonville CPC		Lot 1 DP 74131	0.1211	WN41B/266	6-10 Moorfield Road
Department of Corrections	Arohata Prison					
Department of Corrections	Rimutaka Prison		Pt Sec 32 and 34 Porirua District . Sec 1 SO 34421, Pt Lot 1 DP 89355, Sec 20 SO 37223, Sec 8 SO 34420 and Sec 1 SO 38011 .	54.3414 . 189.0363	59688	1 Main Road, Tawa Pinehill Cres

**ATTACHMENT EIGHT**

**RIGHT OF FIRST REFUSAL PROPERTIES**

**NEGOTIATIONS - CONFIDENTIAL**

**DRAFT**

**Ngati Toa North Island Commercial Redress: Right of First Refusal - Core Crown Agencies and Crown Entities**

Includes property held by Porirua City Council in which the Crown retains a reversionary interest

The information in these tables, in particular the legal descriptions of the properties, is indicative only and subject to confirmation by the Crown. In addition, the availability of the properties for transfer will be subject to the matters specified in this Letter of Agreement.

Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
Land Information New Zealand	Muhunua East Rd Kapiti Coast	11999	Muhunua Pt's 2 & 4 Blk V Waiopahu Sd	15.25		Muhunua East Rd Kapiti Coast
Land Information New Zealand	Look Outdoors Limited Ngauranga Series Hoarding Site	12330	Ex Rail	0.1159		435 Hutt Rd Ngauranga Wellington
Land Information New Zealand	Mungavin Ave Porirua Wellington	11942	Pt Lot 157 DP 16552 Blk II Belmont Sd Pt Lot 1 DP 17687 Blk II Belmont Sd	0.0117		Mungavin Ave Porirua Wellington
Land Information New Zealand	Near Sievers Gr Porirua	11909	Pt Lot 1 DP 33444 Blk II Belmont Sd	0.0114		Near Sievers Gr Porirua
Land Information New Zealand	Marne Gr Porirua	11907	Lot 84 DP 30816 Blk II Belmont Sd	0.0066		Marne Gr Porirua
Land Information New Zealand	Hartham Pl Porirua	11899	Pt Lot 5 DP 26772 Blk II Belmont Sd	0.0041		Hartham Pl Porirua
Land Information New Zealand	Moult St Porirua	11990	Lot 26 DP 42707 Blk XI Paekakariki Sd Lot 27 DP 42707 Blk XI Paekakariki Sd	0.0008		Moult St Porirua
Department of Conservation	Maungakotukutuku Scenic Reserve	R26034	Sec 16 Blk I Akatarawa Survey District	202.3428		
Department of Conservation	Whitireia Park		Sec 40 Blk VIII Paekakariki SD, Lot 72 DP 11522, Lot 73 DP 11522.	15.3315		
Department of Conservation	Colonial Knob Scenic Reserve	R27009	Lot 1 DP 52896	129.6986		
Department of Conservation	Paraparaumu Scenic Reserve	R26033	Lot 1 DP 54632	86.2530		
Department of Conservation	Paraparaumu Scenic Reserve	R26033	Pt Ngarara West C7	74.8668		
Department of Conservation	Paraparaumu Scenic Reserve	R26033	Pt Muiapoko A2 Sec 2 Sub1	55.0169		
Department of Conservation	Pauatahanui Wildlife Reserve	R27056	Lot 8 DP 17176	44.0347		
Department of Conservation	Paraparaumu Scenic Reserve	R26033	Pt Muiapoko A2 Sec 1	40.1872		

Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
Department of Conservation	Trentham Scenic Reserve	R27045	Lot 1 DP 22606 Part section 212 Hutt District	40.7012		
Department of Conservation	Pukerua Bay Scientific Reserve	R26009	Lot 1 DP 60224	12.3170		
Department of Conservation	Akatarawa Road Conservation Area	R27049	Pt Sec 174 Hutt District	9.2000		
Department of Conservation	Mackays Crossing Wildlife Reserve	R26050	Sec 101 Blk II Paekakariki Survey District	6.0422		
Department of Conservation	Mackays Crossing Wildlife Reserve	R26050	Lot 1 DP 52615	3.1682		
Department of Conservation	Paraparaumu Scenic Reserve	R26033	Lot 1 DP 12776	2.2134		
Department of Conservation	Pauatahanui Wildlife Reserve	R27056	Lot 2 DP 75786	1.8652		
Department of Conservation	Sinclair Head Scientific Reserve	R27022	Sec 101 Terawhiti District	0.6240		Owhiro Bay Road
Department of Conservation	Red Rocks Scientific Reserve	R27021	Sec 99 Terawhiti District	0.5235		Owhiro Bay Road
Department of Conservation	Pauatahanui Wildlife Reserve	R27056	Sec 116 Blk IX Paekakariki Survey District	0.4047		
Department of Conservation	Paraparaumu Scenic Reserve	R26033	Sec 1 SO 37249	0.2068		
Department of Conservation	Shelley Street Conservation area	R26004	Lot 34, 35 DP 25036	0.1534		
Department of Conservation	Raiha Street Conservation Area	R27005	Lot 3, 4 DP 49100 Part section 4 section 74 Blk 1 Belmont Survey District	5.5301		
Department of Conservation	Paraparaumu Scenic Reserve	R26033	Sec 2 SO 35191	0.0740		
Department of Conservation	Paraparaumu Scenic Reserve	R26033	Lot 3 DP 335661	0.0719		
Department of Conservation	Raumati No2 Conservation Area	R26017	Lot 6 DP 21641	0.0397		
Department of Conservation	Raumati No3 Conservation Area	R26016	Lot 11 DP 23548	0.0329		
Department of Conservation	Raumati No1 Conservation Area	R26018	Sec 89 Wainui District	0.0190		
Department of Conservation	Moorehouse Conservation area	R26006	Lot 6 DP 23602	0.0147		
Department of Conservation	Leadley Lane Stewardship		Lot 44 DP 26513, Sections 1 & 2 SO 38119	0.1132		
Porirua City Council	Recreation Reserve		Lot 1 DP 31816 .	2.7949 .		Rangituhia Crescent, Porirua
Radio New Zealand	Whitireia Radio New Zealand Park		Lot 36-39 DP 25036, Lot 5 DP 29446 and Part Lot 1 DP 10900; Lot 6 DP 29446	36.4138 16.9048	WN26B/990 WN8B/1004	Porirua



Agency	Property name	ID Number	Legal Description	Area (ha)	Title Reference	Address
New Zealand Defence Force	Trentham Married Quarters		Lots 58, 59, 62 and 63 DP 1690, Lot 26 DP 16620, section 981 Hutt District, section 1 SO 33786, sections 1, 2, 3, SO 37219, part section 4 SO 37219, section 5 SO 37220, Lots 1 and 2 DP 19616	7.0740		Upper Hutt
New Zealand Defence Force	Trentham Camp		Part section 936 Hutt District, section 977 Hutt District, section 1 SO 36748, section 12 SO 37221, sections 15 and 16 SO 37222, section 17 SO 37223, section 1 SO 38010, section 2 SO 38389, sections 5 and 6 SO 34420, part section 100 Hutt District	197.7026		Upper Hutt
Housing Corp New Zealand	Approximately 5751 Housing Corporation New Zealand properties (including surplus land at Takapuathia)					
Transit New Zealand	Approximately 69 Transit New Zealand properties in the North Island					

**ATTACHMENT NINE**

**COMMITMENT TO EXPLORE PROPERTIES**

**DRAFT**

**Ngati Toa Commitment to Explore - North Island properties**

The information in these tables, in particular the legal descriptions of the properties, is indicative only and subject to confirmation by the Crown. In addition, the availability of the properties for transfer will be subject to the matters specified in this Letter of Agreement.

Agency	Property name	Redress to be explored	Legal Description	Area (ha)	Title Reference	Address
Institute of Geological and Nuclear Sciences Ltd (CRI)	Institute of Geological and Nuclear Sciences	Purchase and leaseback	Pt Lot 2 DP 30124 and Pt Lot 132 DP 15531	2.6841	WN36B/331	1 Fairway Drive, Avalon, Lower Hutt
ESR (Environmental Science and Research Ltd) (CRI)	Kenepeuru Science Centre (KSC)	Purchase and leaseback	Sec 1 SO 36948	2.5644		34 Kanepeuru Drive, Porirua
Ministry of Education	Whitireia Polytechnic	Purchase and leaseback	Lot 7 DP 50123	6.0613		Wineera Drive, Porirua
Capital Coast and District Health	Balance of Kenepeuru Hospital	Right of First Refusal				

**Ngati Toa Commitment to Explore - South Island properties**

All properties proposed to be made available subject to the agreement of Ministers.

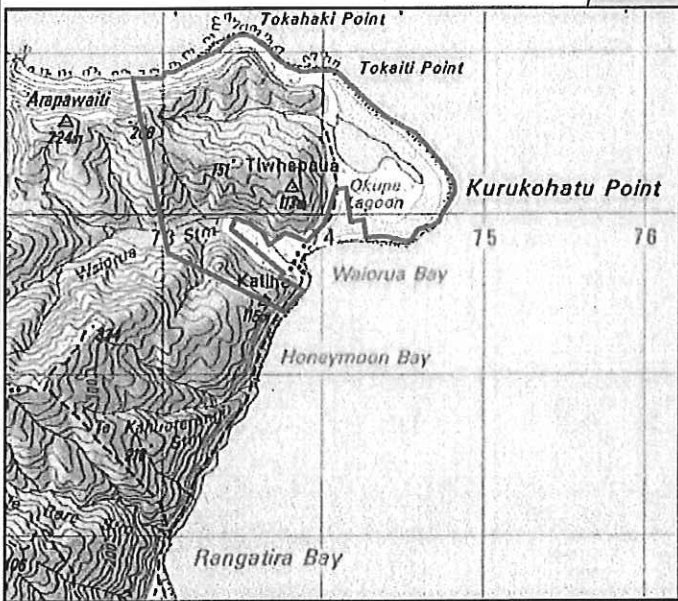
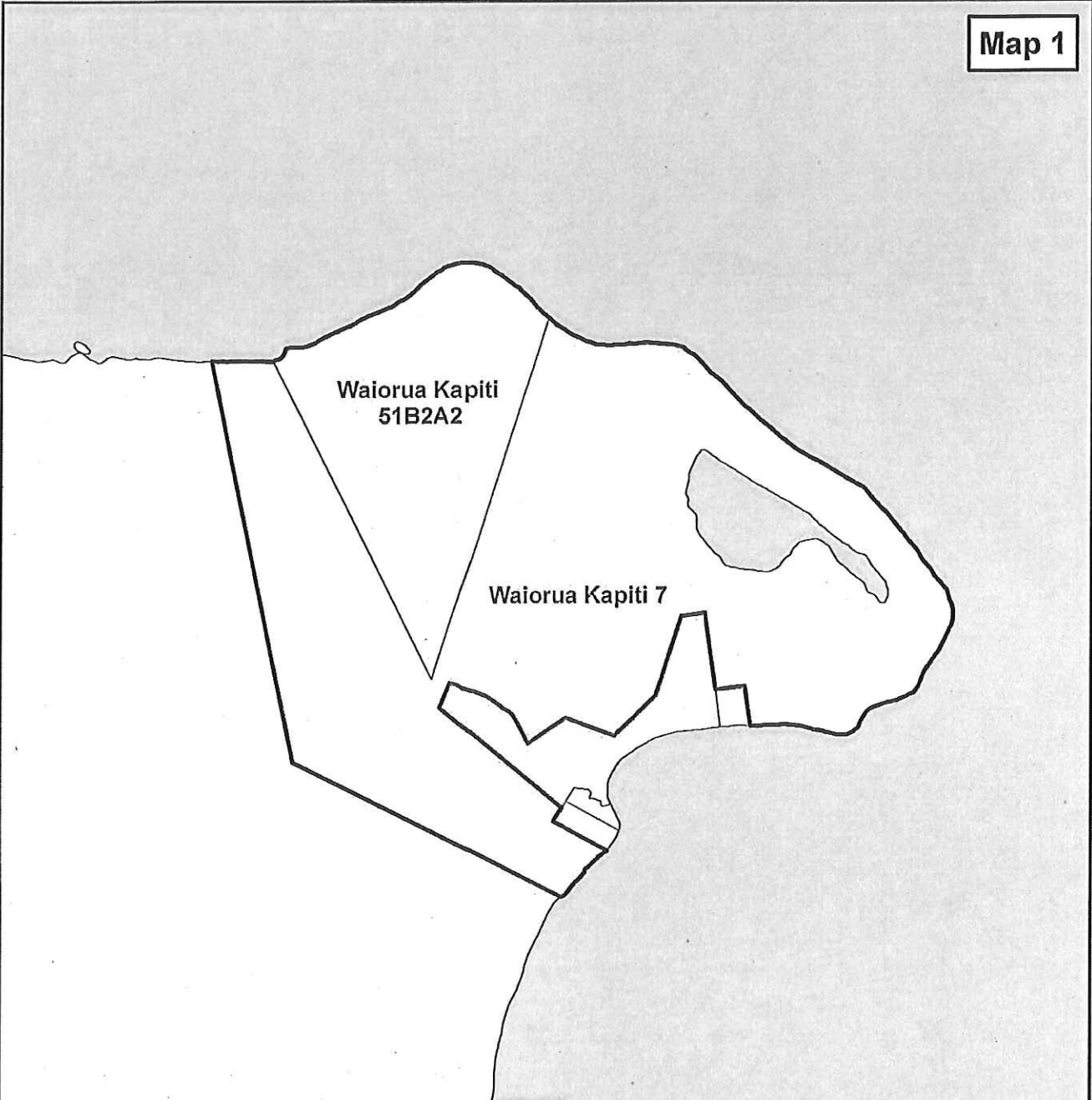
The information in these tables, in particular the legal descriptions of the properties, is indicative only and subject to confirmation by the Crown. In addition, the availability of the properties for transfer will be subject to the matters specified in the Letters of Agreement reached between Te Tau Ihu groups and the Crown.

Agency	Property Name	Redress to be explored	Legal Description	Area (ha)	Address
NZ Post	NZ Post	Purchase and Leaseback	Section 1 SO 6756	0.1829	2 Main Street, Blenheim
	Site linked to Post Office Site	Purchase and Leaseback	Lot 1 DP 11087	0.1362	11 Kinross Street, Blenheim
	Site linked to Post Office Site, fee simple, half share	Purchase and Leaseback	Section 3 SO 6756	0.1041	Kinross Street, Blenheim
Horticulture and Food Research	Horticulture and Food Research Site	Purchase and Leaseback	Part Lot 3 DP 5298	11.2578	272 Whakarewa Street, Motueka



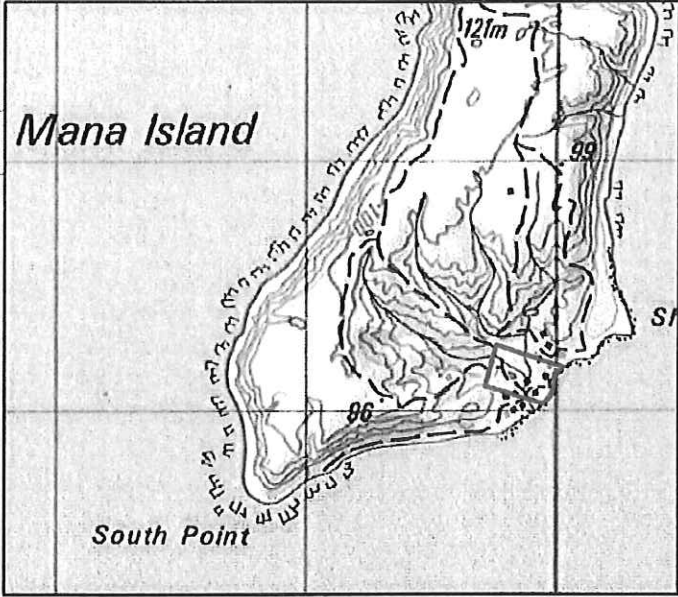
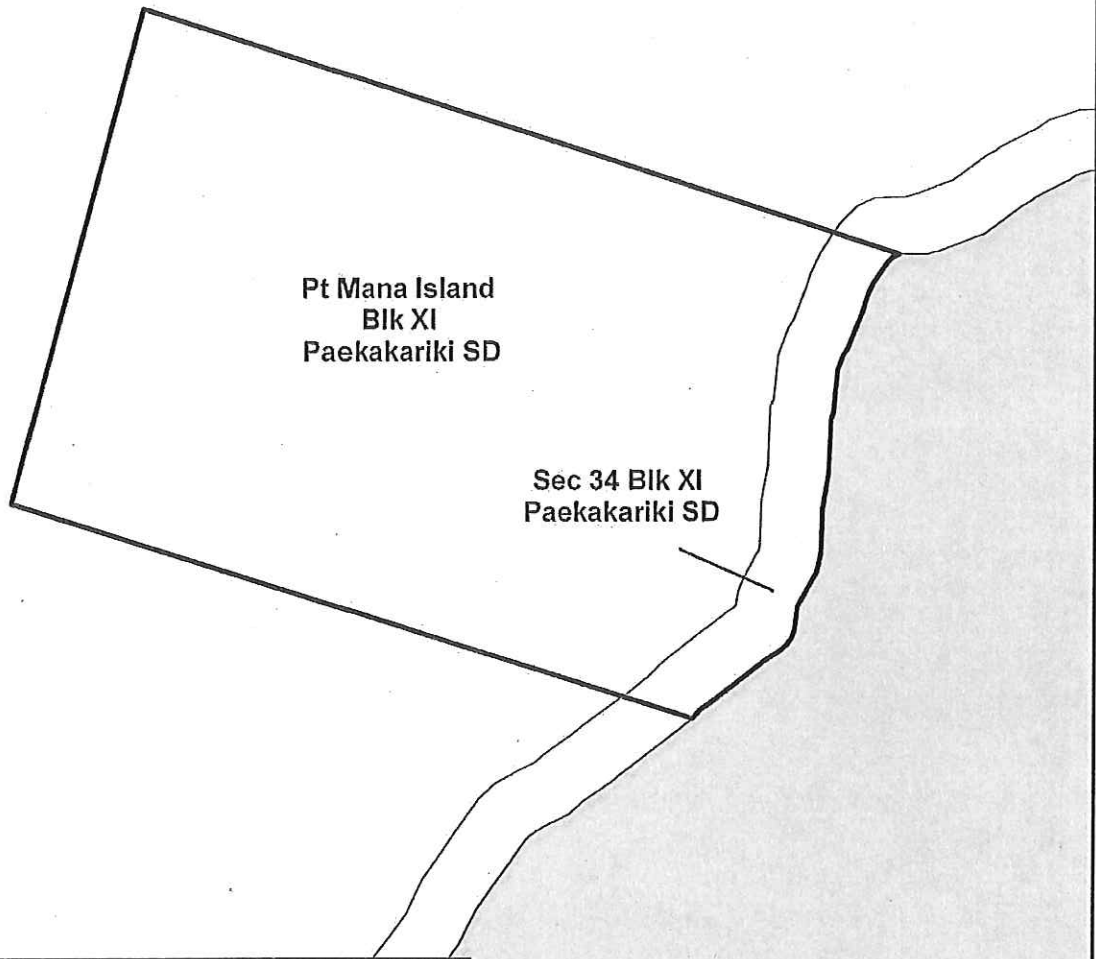
**ATTACHMENT TEN**

**MAPS**



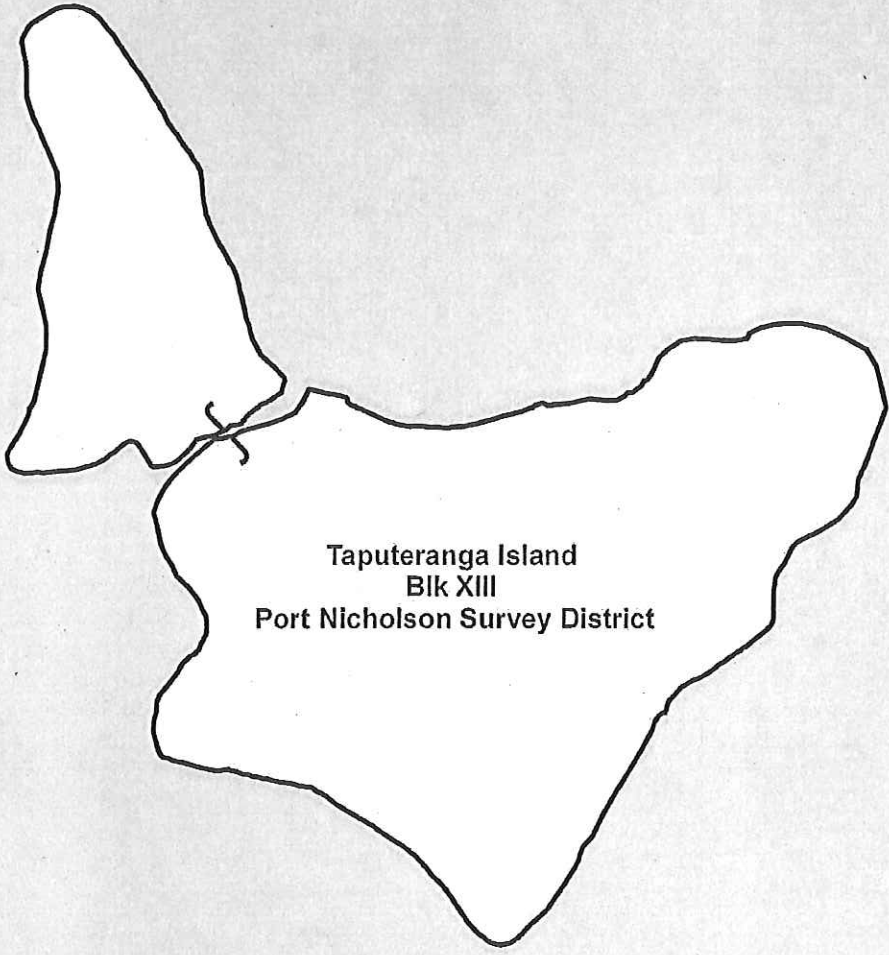
**Legal description :** Wellington Land District  
190.4900 hectares, more or less,  
being Waiorua Kapiti 7 and 51B2A2.  
Subject to 1 hectare, approximately,  
to be vested in fee simple.

# Kapiti Island North Reserve



Legal description : Wellington Land District  
4.4109 hectares, more or less, being  
Part Mana Island and Section 34  
Block XI Paekakariki Survey District.

Mana Island



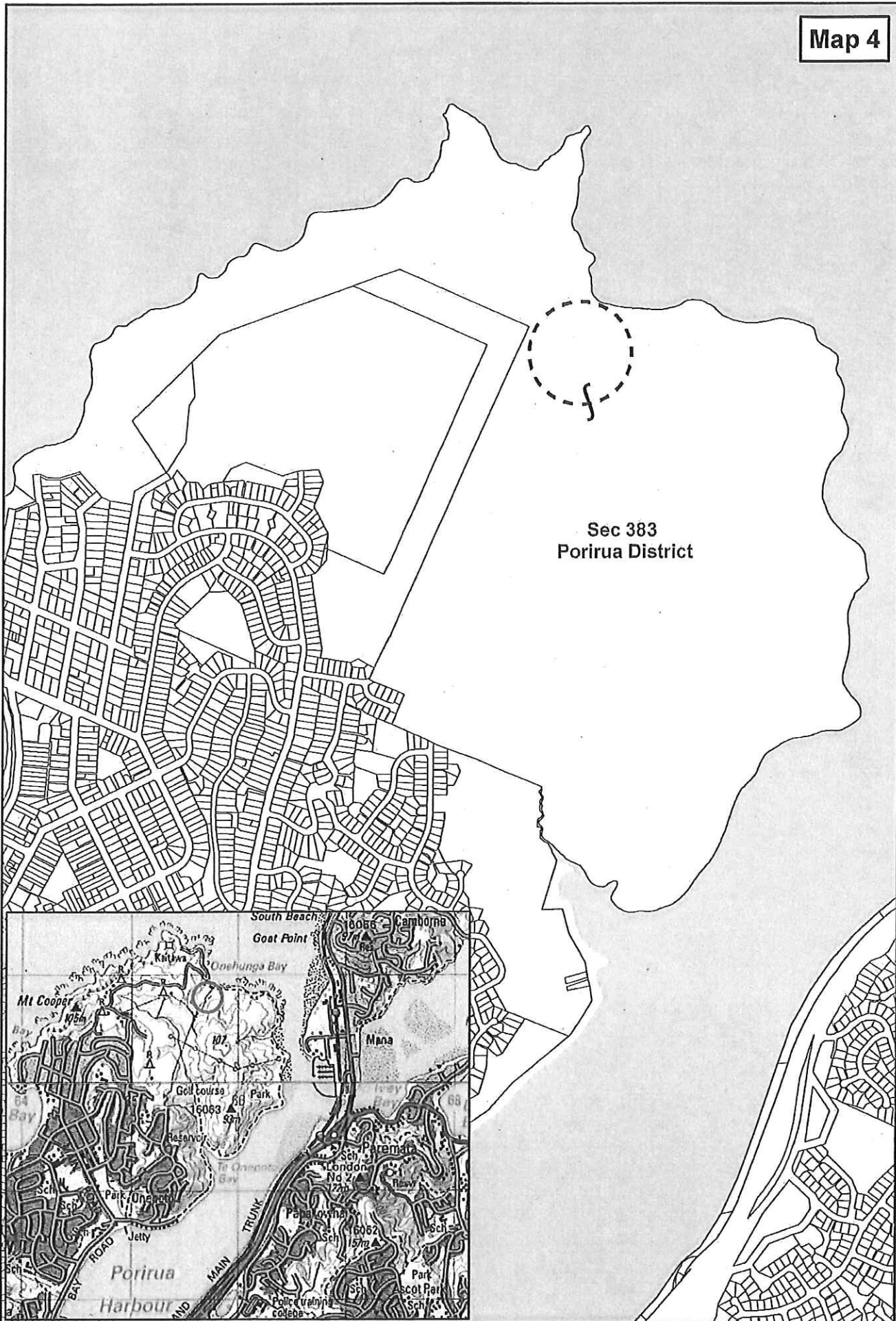
Taputeranga Island  
Blk XIII  
Port Nicholson Survey District



Legal description : Wellington Land District  
3.2375 hectares, more or less, being  
Taputeranga Island Block XIII  
Port Nicholson Survey District.

Taputeranga

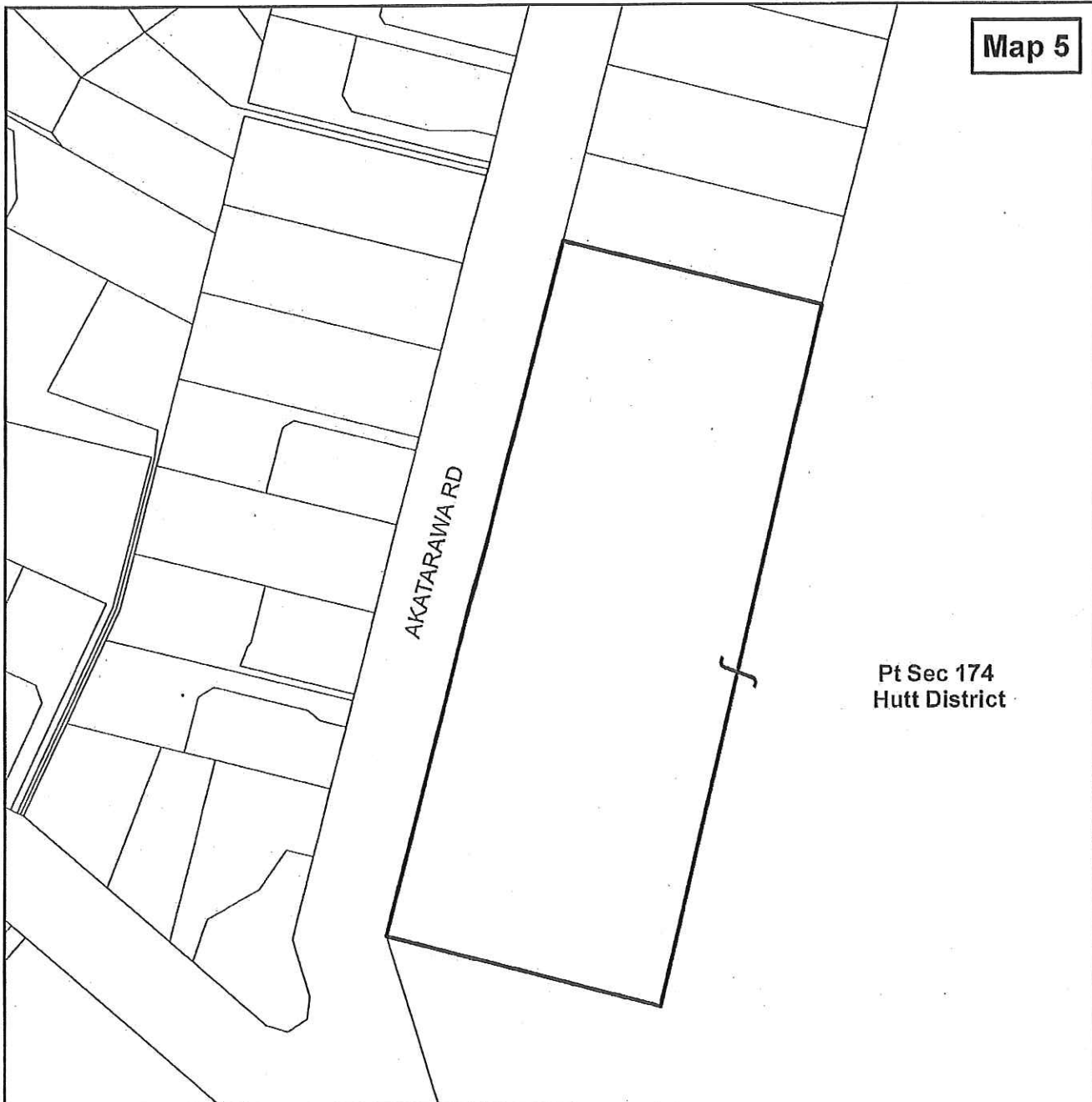




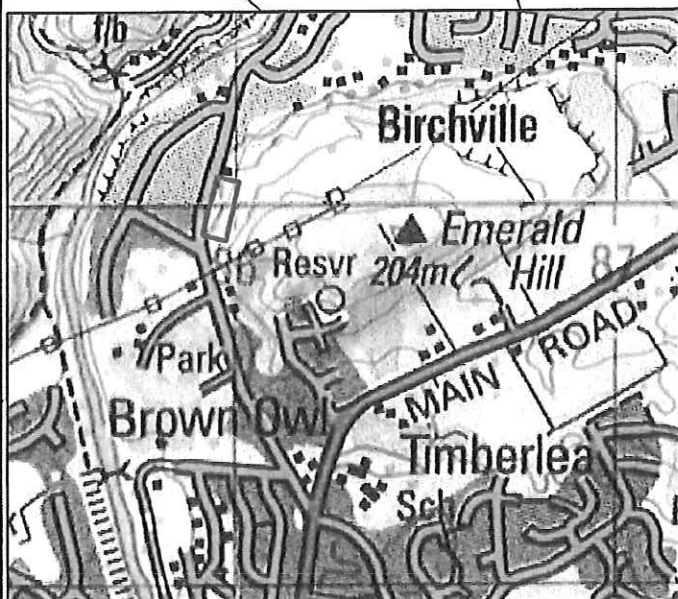
Sec 383  
Porirua District

Legal description : Wellington Land District  
6.0 hectares, approximately, being  
part of Section 383 Porirua District.  
Subject to survey.

# Whitireia Park (Onehunga Bay)



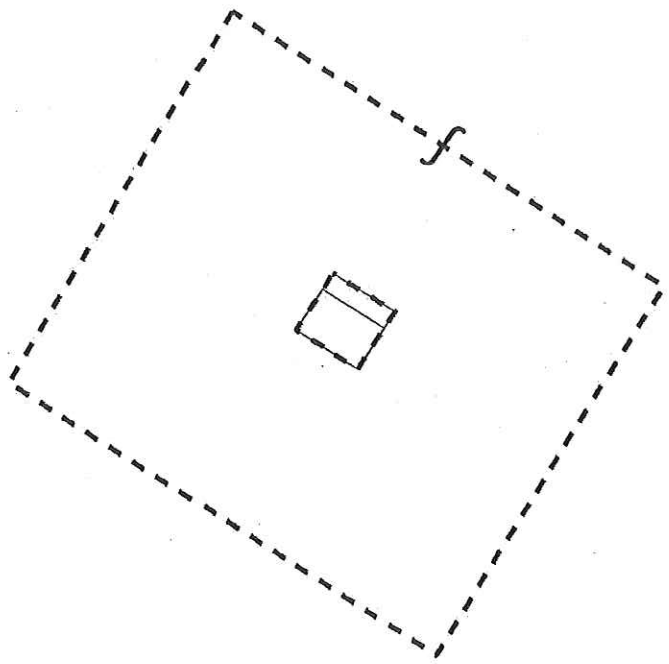
Pt Sec 174  
Hutt District



Legal description : Wellington Land District  
1 hectare, approximately, being  
part of Part Section 174 Hutt District.  
Subject to Survey.

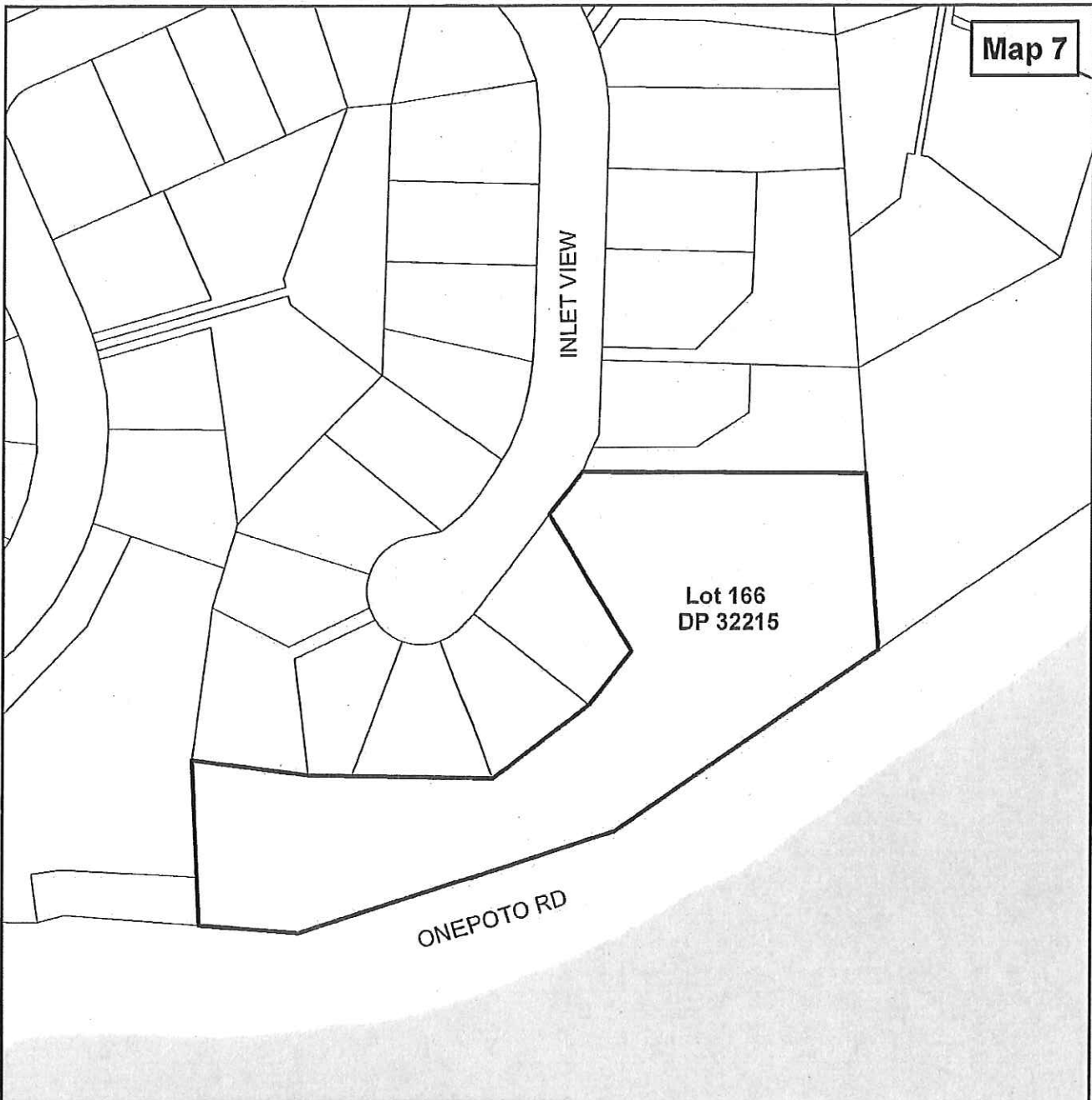
# Akatarawa Road Conservation Area

Pt Sec 2 Blk II  
Paekakariki SD



Legal description : Wellington Land District  
1,5 hectares, approximately, being part of Part  
Section 2 Block II Paekakariki Survey District.  
Subject to survey.

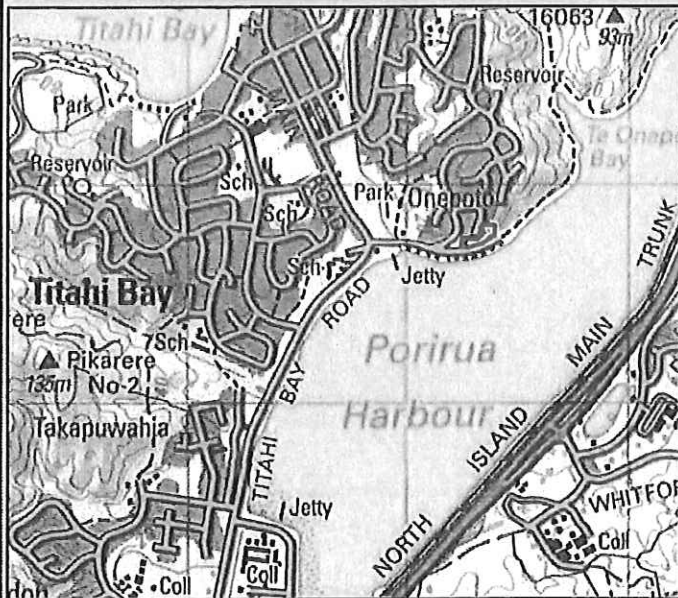
Wainui Urupā,  
Queen Elizabeth Park



Lot 166  
DP 32215

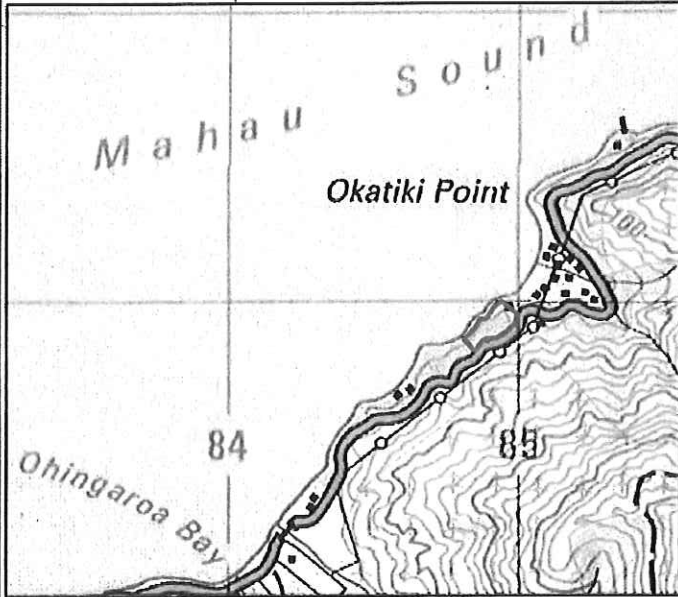
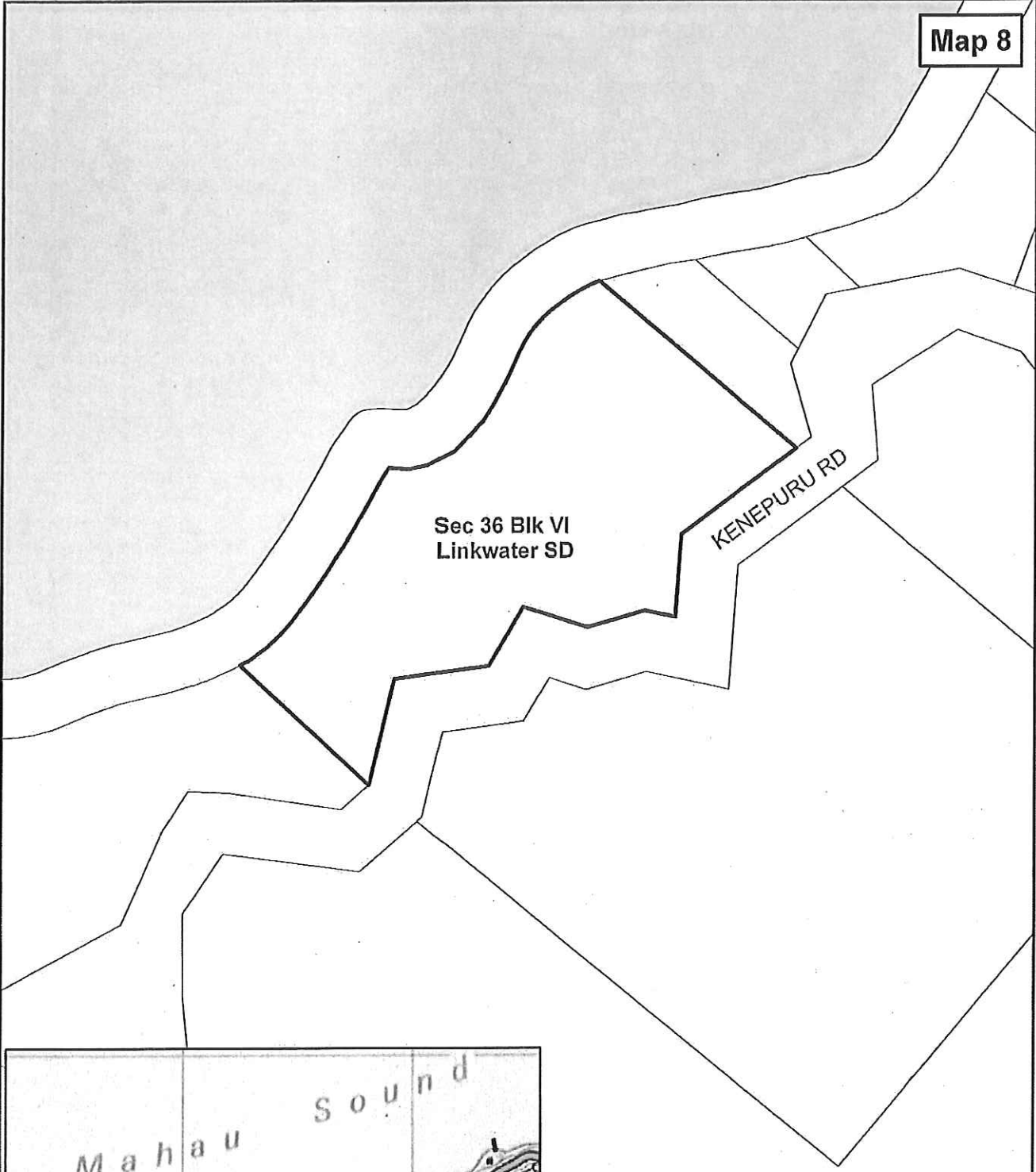
ONEPOTO RD

INLET VIEW



Legal description : Wellington Land District  
0.6611 hectares, more or less,  
being Lot 166 DP 32215.

# Onepoto Bay



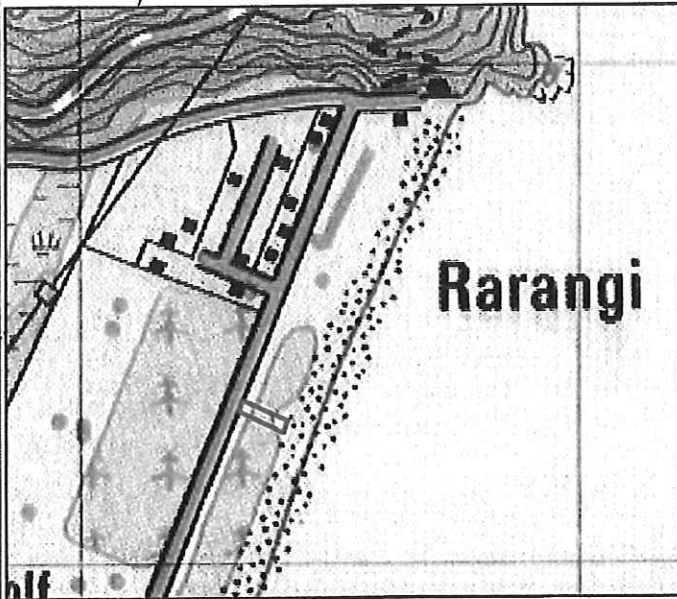
Legal description : Marlborough Land District  
1.1356 hectares, more or less, being  
Section 36 Block VI Linkwater Survey District.

# Okatiki (Ohingaroa Scenic Reserve)

RARANGI BEACH RD

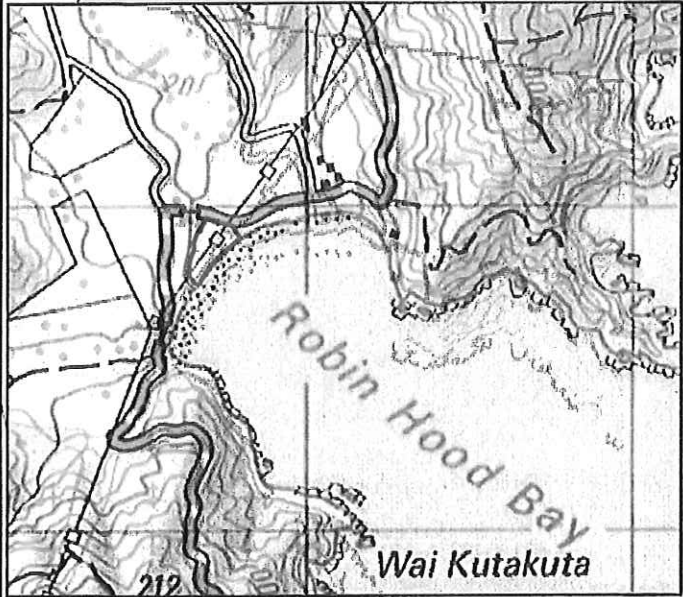
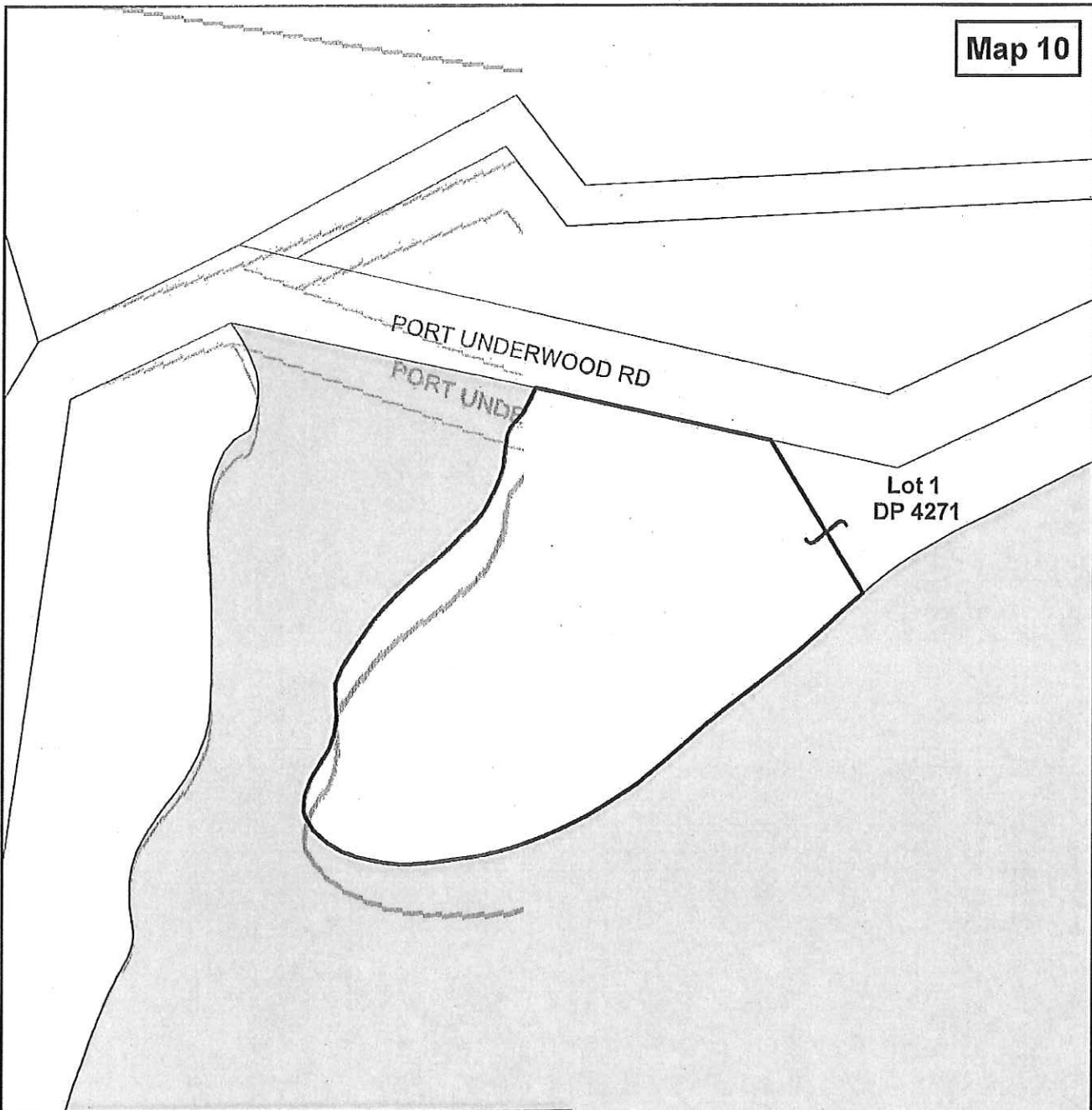
Crown Land  
SO 5898

f



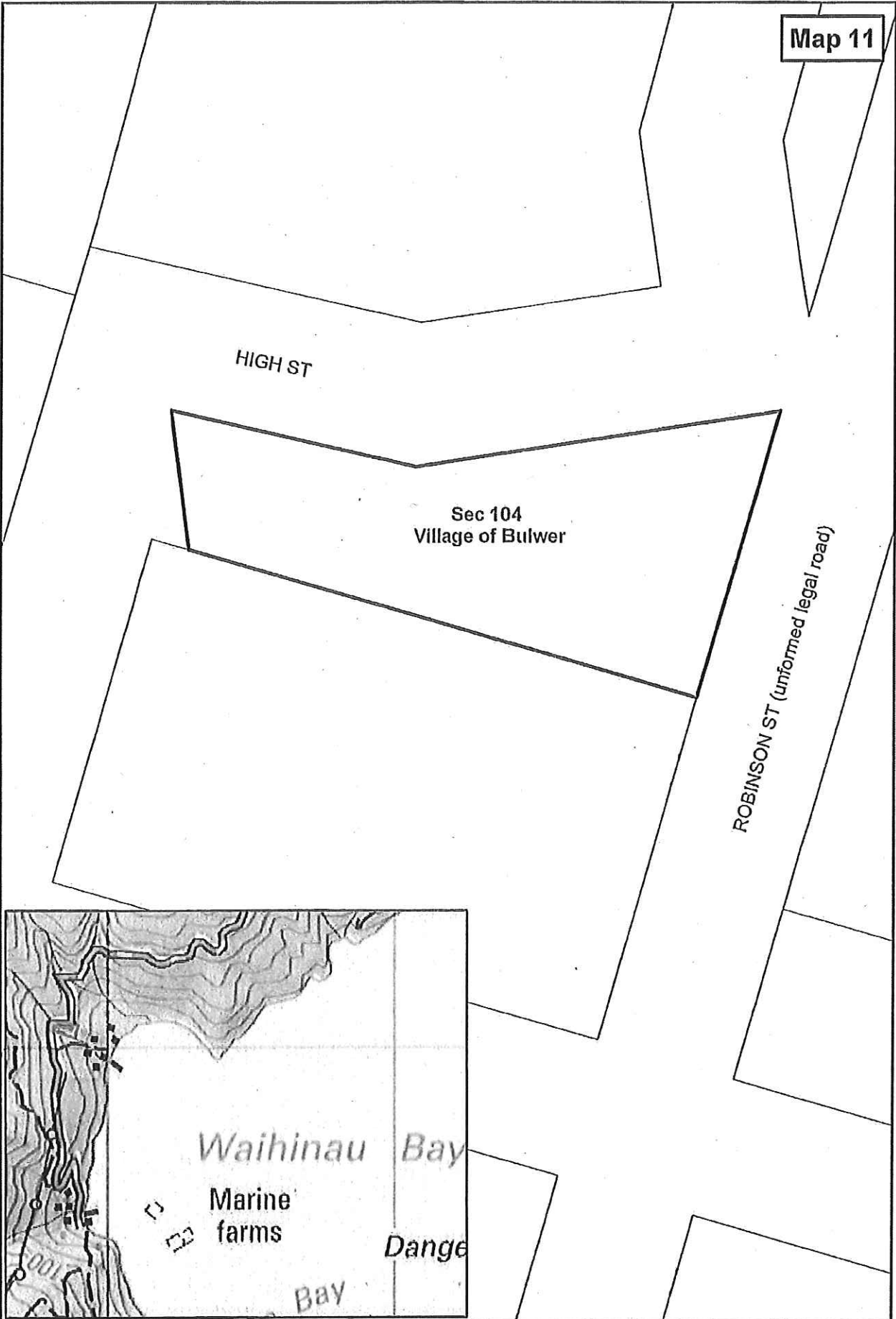
Legal description : Marlborough Land District  
0.2 hectares, approximately,  
being part of Crown Land (SO 5898).  
Subject to Survey.

Rārangi



Legal description : Marlborough Land District  
1 hectare, approximately, Marlborough Land District  
being part of Lot 1 DP 4271.  
Subject to survey.

# Robin Hood Bay (Waikutakuta)



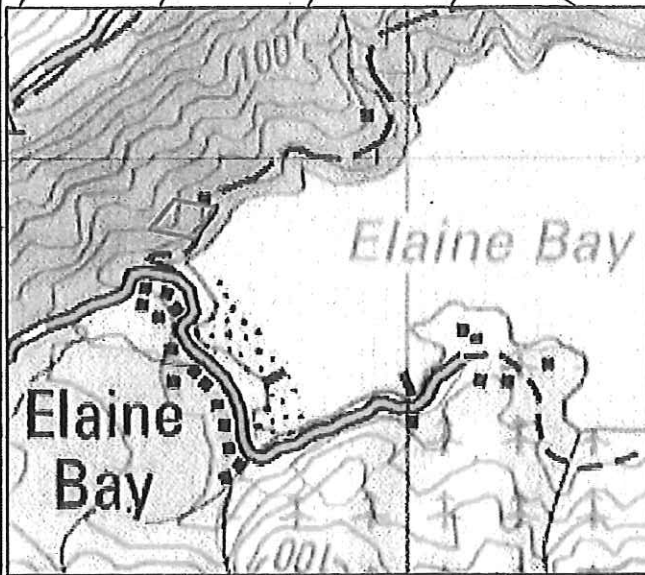
Legal description : Nelson Land District  
0.2074 hectares, more or less,  
being Section 104 Village of Bulwer.

# Waihinau Bay



Pt Sec 9 Blk VII  
Whangamoia SD

ELAINE BAY RD

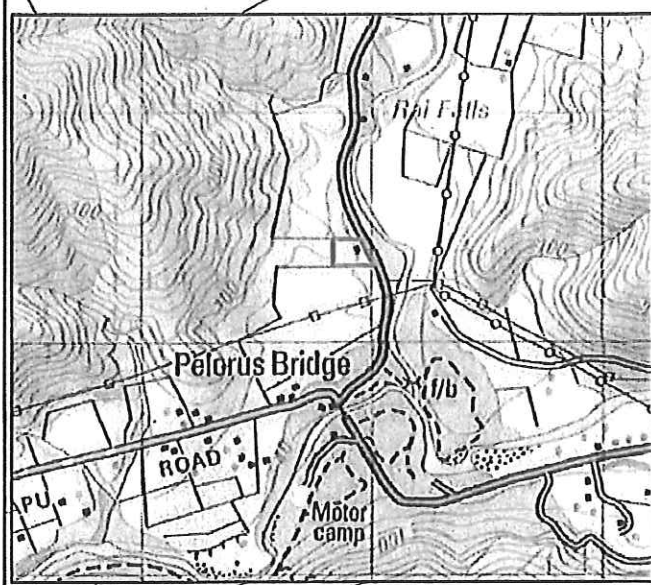


Legal description : Nelson Land District  
0.5 hectares, approximately, being part of Part  
Section 9 Block VII Whangamoia Survey District.  
Subject to survey.

Elaine Bay

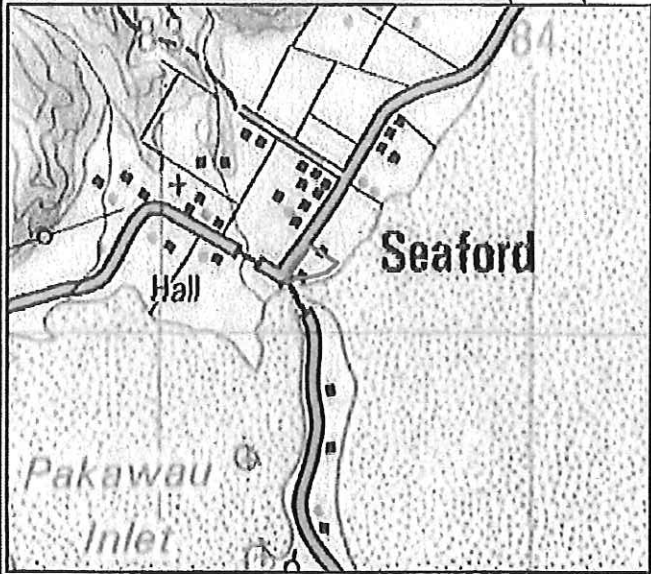
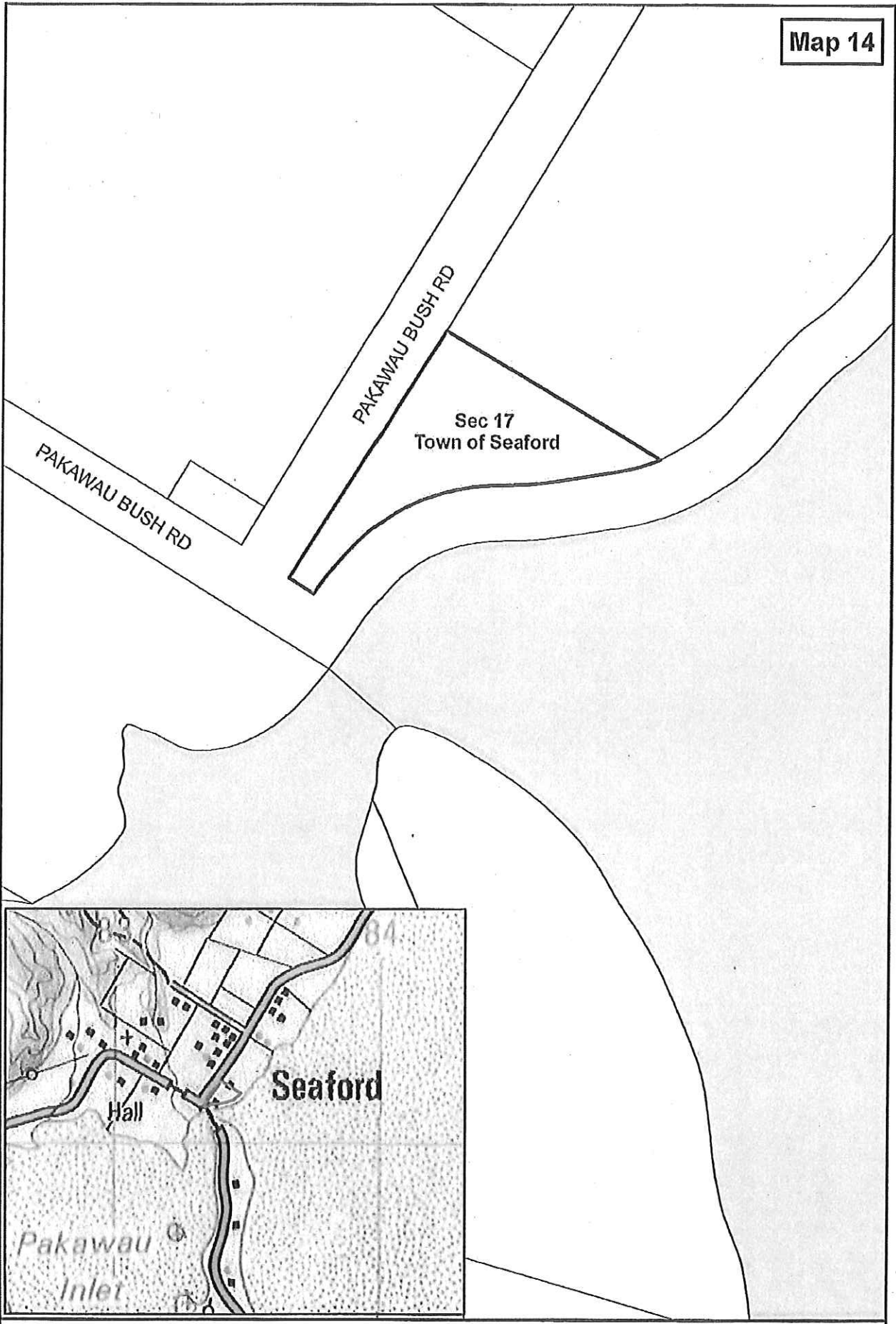
Sec 63 Blk VIII  
Heringa SD

SH 9



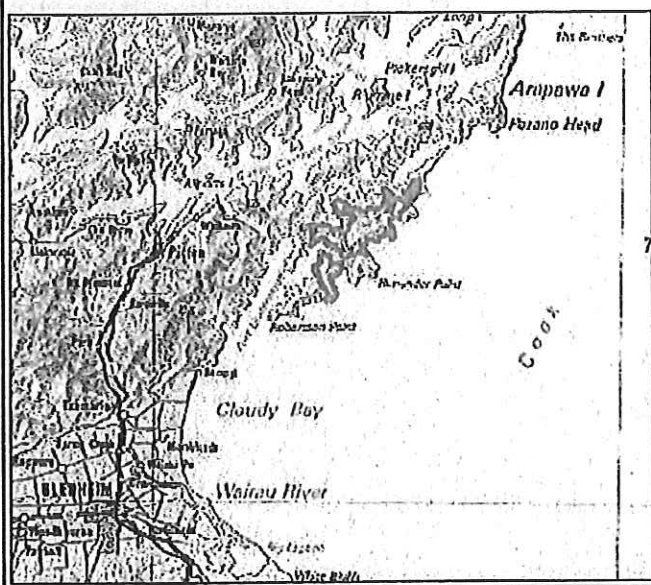
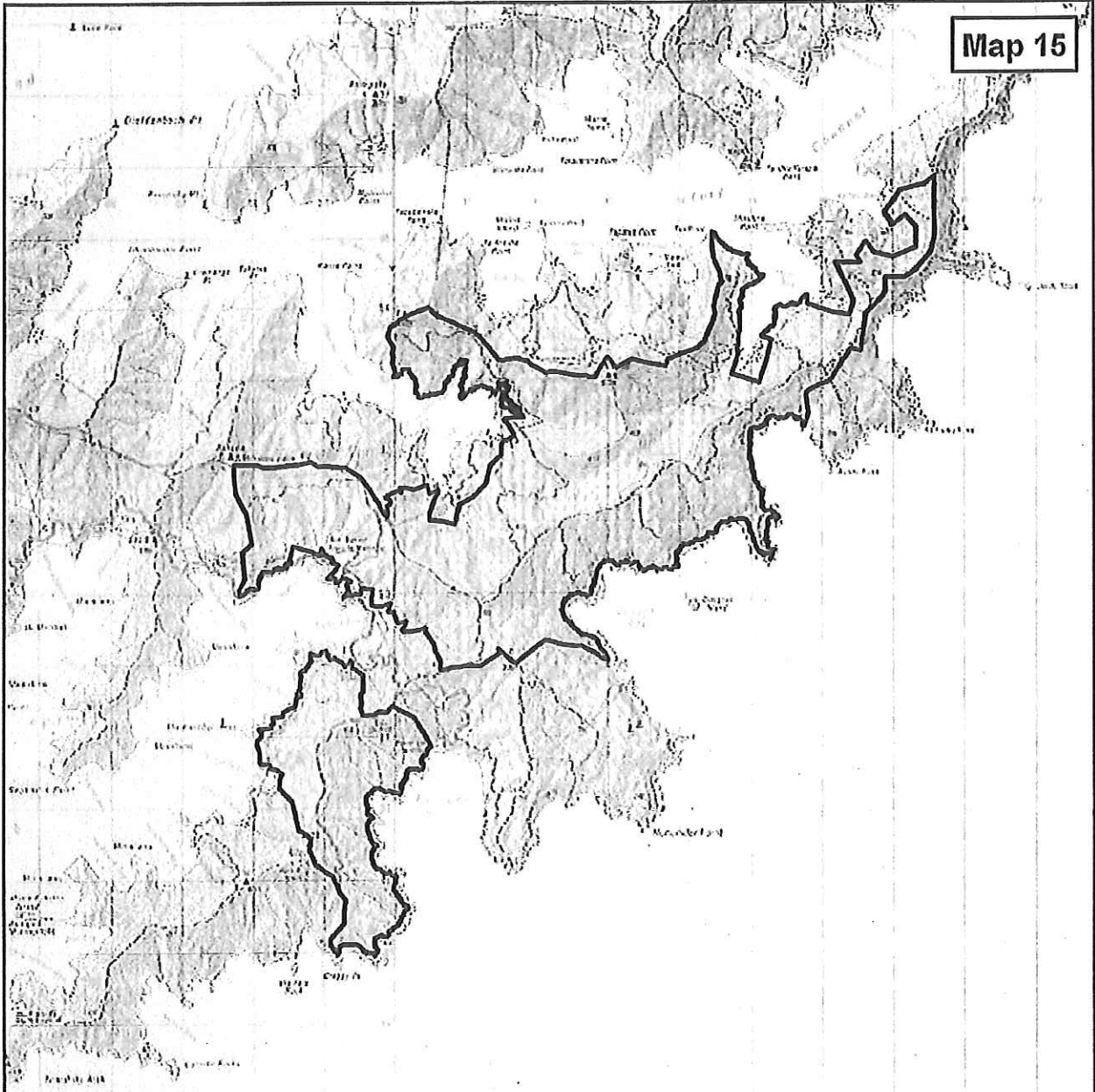
Legal description ; Marlborough Land District  
1.0 hectare, approximately, being part of  
Section 63 Block VIII Heringa Survey District.  
Subject to survey.

# Pelorus Bridge

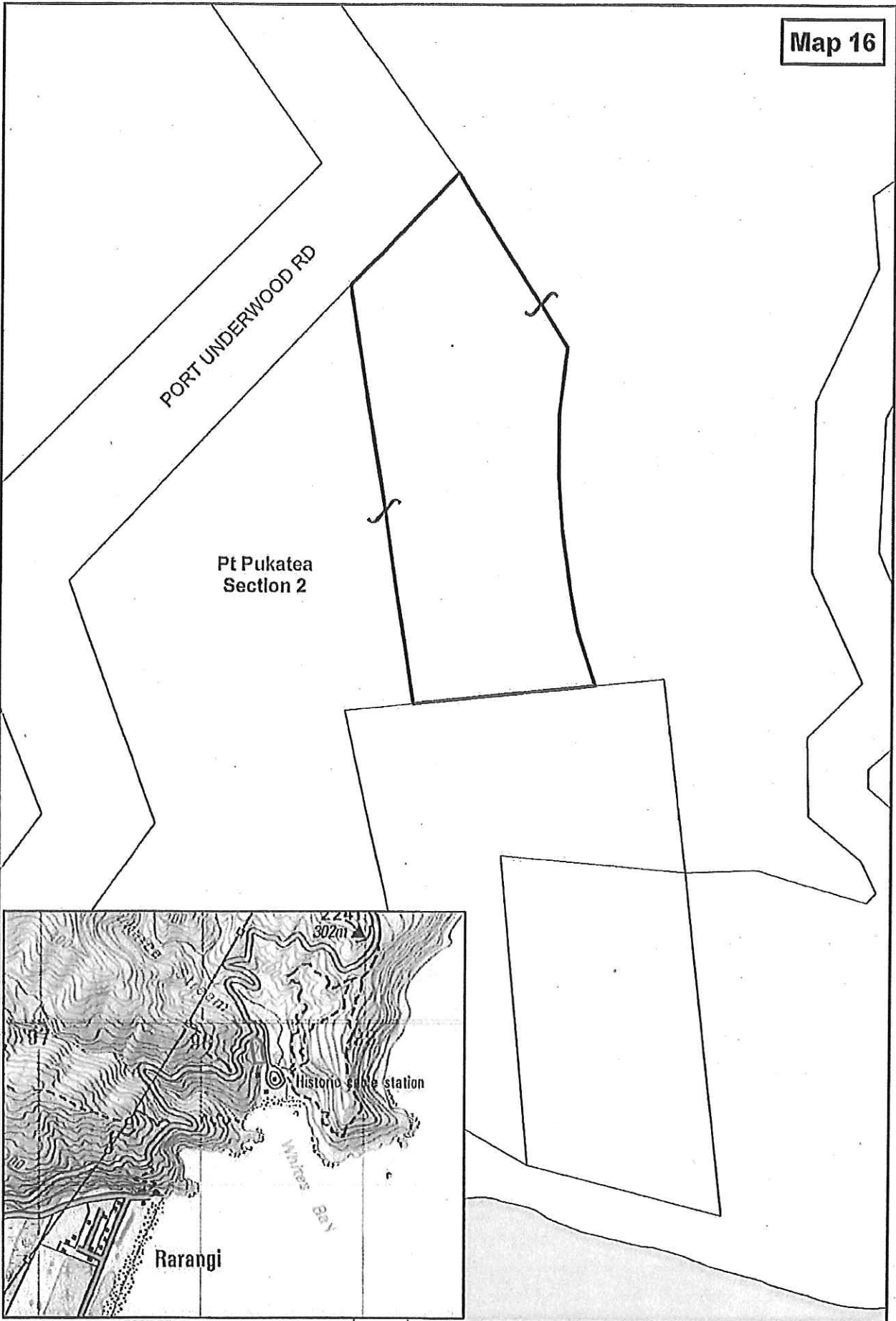


Legal description : Nelson Land District  
0.5059 hectares, more or less,  
being Section 17 Town of Seaford.

# Pakawau Inlet

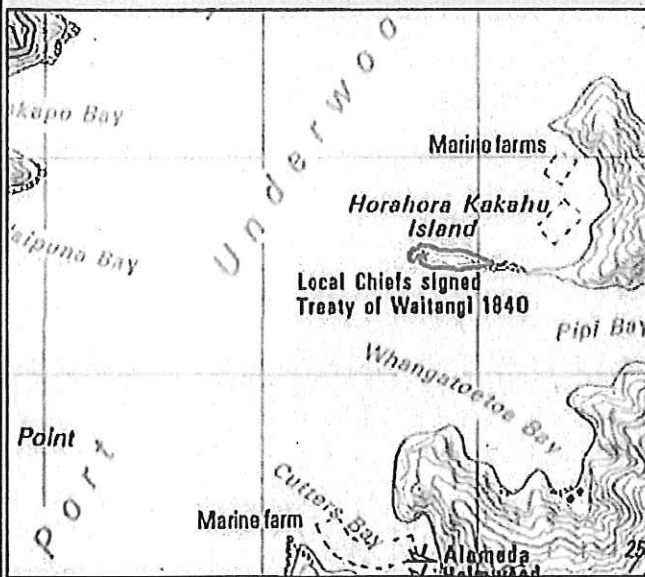
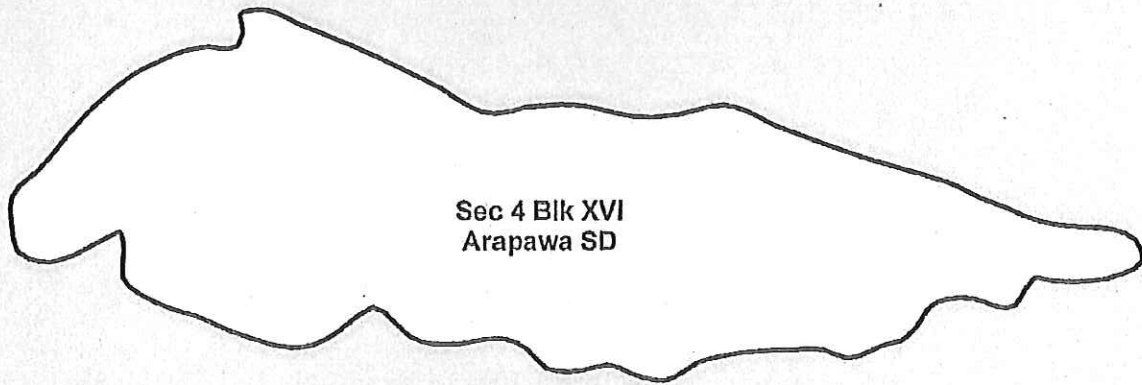


Queen Charlotte Forest  
(Crown Forest Licensed land)



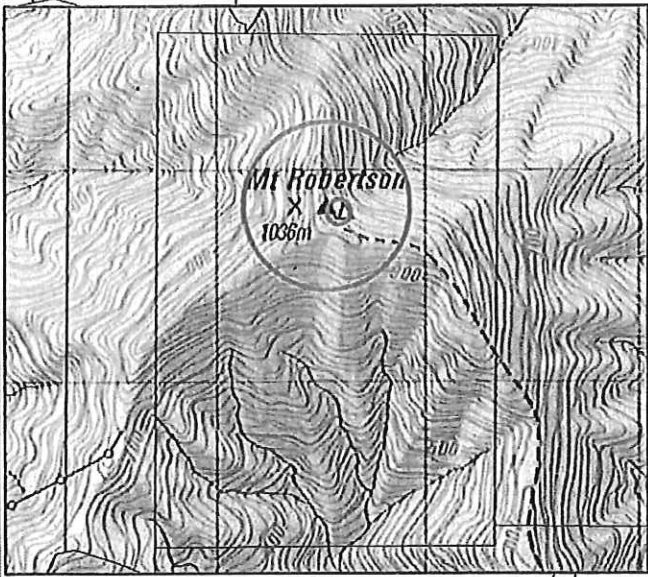
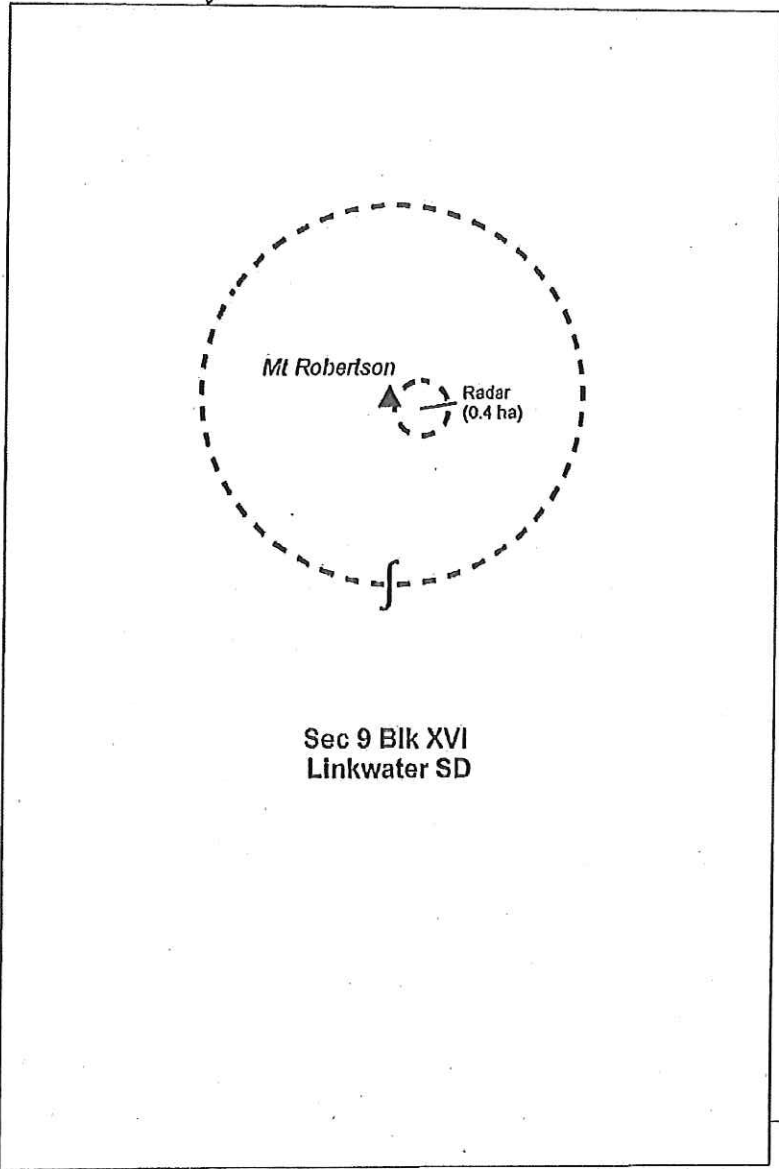
Legal description : Marlborough Land District  
1.2 hectares, approximately,  
being part of Part Pukatea Section 2.  
Subject to survey.

# Whites Bay (Pukatea)



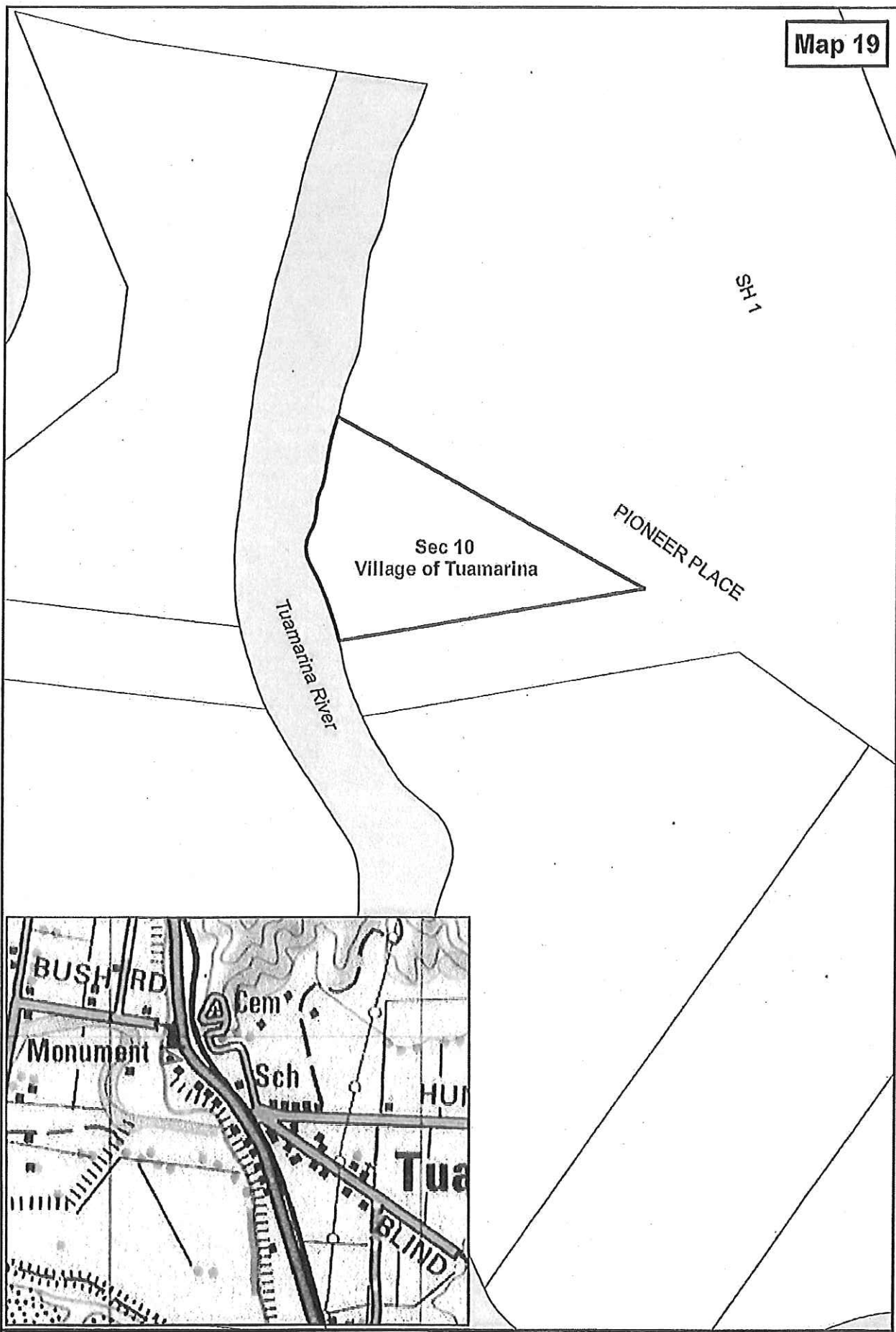
Legal description : Marlborough Land District  
1.2141 hectares, more or less, being  
Section 4 Block XVI Arapawa Survey District.  
(Horahora Kākahu Island Historic Reserve)

Horahora Kākahu



Legal description : Marlborough Land District  
49.6 hectares, approximately, being Part Section 9  
Block XVI Linkwater Survey District.  
Subject to survey.

# Tokomaru (Mt Robertson)



Legal description : Marlborough Land District  
0.1391 hectares, more or less, being  
Section 10 Village of Tuamarina

# Tuamarina School House



**TE RŪNANGA O TOA RANGATIRA**

**and**

**THE CROWN**

---

**TERMS OF NEGOTIATION**

---

**24 September 2007**

# TERMS OF NEGOTIATION BETWEEN THE CROWN AND TE RŪNANGA O TOA RANGATIRA

---

## Purpose of these Terms of Negotiation

---

- 1 These terms of negotiation set out the scope, objectives, and general procedures for the negotiations between the Crown (as defined in clause 9) and Te Rūnanga o Toa Rangatira ("the Rūnanga") on behalf of Ngāti Toa Rangatira for the settlement of the Historical Claims of Ngāti Toa Rangatira, as defined in clause 7.
- 2 This document records the stated intentions of the Crown and the Rūnanga regarding the negotiation process, including the intention to negotiate in good faith, confidentially and without prejudice. This document is not legally binding and does not create a legal relationship.
- 3 However, the Crown and Te Rūnanga acknowledge that, during negotiations, each expects the other to comply with the terms set out in this document.

## Objectives of the Negotiations

---

- 4 The Crown and the Rūnanga agree that the objectives of the negotiations will be to:
  - a negotiate in good faith a comprehensive, final and durable settlement of all the Historical Claims of Ngāti Toa Rangatira (as defined in clause 7) which is fair in the circumstances;
  - b achieve a settlement that will not diminish or in any way affect any rights that Ngāti Toa Rangatira have arising from Te Tiriti o Waitangi/the Treaty of Waitangi and its principles, or extinguish any aboriginal or customary rights Ngāti Toa Rangatira may have;
  - c achieve a settlement that recognises the nature and extent of the breaches of the Crown's obligations to Ngāti Toa Rangatira under Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
  - d provide redress that is fair, just, and reasonable redress for the wrongs that have occurred as a result of breaches of the Crown's obligations to Ngāti Toa Rangatira under Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
  - e provide redress which is a fair, just, and reasonable contribution to Ngāti Toa Rangatira's economic base;
  - f enhance Ngāti Toa Rangatira's social, cultural and political development;
  - g achieve a settlement that will enhance the ongoing partnership relationship between the parties; and

- h enhance Ngāti Toa Rangatira's relationship with Parliament, Crown entities and other public agencies (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise).
- 5 In addition, the Crown views the settlement as a means of restoring the honour of the Crown.

#### Definition of Claimants and Historical Claims

---

- 6 Ngāti Toa Rangatira means the iwi, or collective group, composed of descendants of Ngāti Toa Rangatira, and includes any whanau, hapu, or group of persons to the extent that such persons are referred to in subclause (a).
- a Descendants of Ngāti Toa Rangatira means every person descended from:
    - i. Toa Rangatira; and
    - ii. any other recognised Ngāti Toa Rangatira ancestor who exercised customary rights within the Lower North Island and Te Wai Pounamu on or after 6 February 1840.
  - b For the purposes of this clause, a person may descend from another person through:
    - i. Birth;
    - ii. Legal adoptions; or
    - iii. Whāngai arrangements in accordance with Ngāti Toa Rangatira tikanga
- 7 Ngāti Toa Rangatira Historical Claims means:
- a all claims made at any time (whether or not the claims have been researched, registered, considered or notified) by any Ngāti Toa Rangatira claimant or any person or group representing Ngāti Toa Rangatira that:
    - i. are founded on rights arising from Te Tiriti o Waitangi/the Treaty of Waitangi, or its principles, whether based on legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
    - ii. arise from or relate to any policies, practices, acts or omissions before 21 September 1992:
      - 1. by or on behalf of the Crown; or
      - 2. by or under legislation;
  - b and includes every claim to the Waitangi Tribunal to which clause 7(a) applies, including:
    - i. Wai 60; and
    - ii. Wai 102; and

- iii. Wai 172; and
- iv. Wai 207; and
- v. Wai 437; and
- vi. Wai 648; and
- vii. Wai 690; and
- viii. Wai 722; and
- ix. Wai 1201;

c but does not include a claim by Ngāti Toa Rangatira to which clauses 7(a)-(b) do not apply.

8 The detail of the definition of Ngāti Toa Rangatira and Ngāti Toa Rangatira Historical Claims will be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between Ngāti Toa Rangatira and the Crown.

#### **Definition of the Crown**

---

9 The Crown:

- a means the Sovereign in right of New Zealand; and
- b includes all Ministers of the Crown and all government departments; but
- c does not include:
  - i. an Office of Parliament; or
  - ii. a Crown entity; or
  - iii. a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

#### **Mandate to Negotiate**

---

10 Attached is the Deed of Mandate (Appendix 3), which confirms that the Rūnanga have the mandate to represent Ngāti Toa Rangatira claimants in negotiations with the Crown for the settlement of Ngāti Toa Rangatira's Historical Claims.

11 Attached is a letter of the Crown's recognition of the mandate (Appendix 4), which recognises the mandate of the Rūnanga for the purpose of Ngāti Toa Rangatira's Treaty settlement negotiations with the Crown.

12 If representation issues arise during negotiations that cannot be resolved by agreement within Ngāti Toa Rangatira the Crown will discuss further with the Rūnanga about how to proceed and assist as agreed.

- 13 The Rūnanga agrees to provide the Office of Treaty Settlements with reports on the state of the mandate every three months, and the Crown agrees to provide the Rūnanga with any correspondence it receives about the mandate of the Rūnanga.
- 14 The Crown agrees to promptly provide the Rūnanga with any relevant information, reports, or other documents relating to mandate not covered by clause 13, that would be accessible under the Official Information Act 1982.

### **Subject matter for Negotiation**

---

- 15 The Rūnanga and the Crown will together agree upon subject matters to be negotiated. Any party may raise for discussion subject matters in addition to those agreed upon. Any additional subject matters may be added by way of agreement in writing by the negotiators of each party.
- 16 The list of subject matters to be discussed will include the following categories of redress:
- The Crown's Apology and Acknowledgements;
  - Cultural redress; and
  - Financial and Commercial redress.
- 17 The Crown acknowledges that the Rūnanga wishes to negotiate the repayment by the Crown of costs incurred on behalf of Ngāti Toa Rangatira associated with Waitangi Tribunal hearings, and the Crown will consider any such claim for costs.

### **Process of Negotiations**

---

- 18 The Rūnanga and the Crown agree that the general process of negotiations will include, but not necessarily be limited to:
- a Agreement in Principle  
The signing of an Agreement in Principle which will outline the scope and nature in principle for settlement of Ngāti Toa Rangatira's Historical Claims, which will be recorded in the Deed of Settlement.
  - b Initialed Deed of Settlement  
Ngāti Toa Rangatira and Crown negotiators initialing a Deed of Settlement, which will set out the terms and conditions of settlement of the Historical Claims of Ngāti Toa Rangatira.
  - c Ratification  
The presentation by the Rūnanga of the initialed Deed of Settlement to Ngāti Toa Rangatira for ratification. An approved governance entity

structure will also be presented to Ngāti Toa Rangatira for ratification before the settlement legislation can be introduced.

d Deed of Settlement signed if ratified

The signing of the Deed of Settlement on behalf of Ngāti Toa Rangatira by the Rūnanga, and by a representative of the Crown, if the Deed of Settlement is ratified.

e Governance Entity and Settlement legislation

The settlement of Ngāti Toa Rangatira's Historical Claims is effective once a suitable governance entity is formed to hold the settlement assets and the required settlement legislation receives the Royal Assent.

### **What the Settlement of Historical Claims of Ngāti Toa Rangatira will enable**

---

- 19 The Rūnanga and the Crown agree that the settlement of the Historical Claims of Ngāti Toa Rangatira will enable:
- a final settlement of all the Historical Claims of Ngāti Toa Rangatira, and release and discharge of all of the Crown's obligations and liabilities in respect of those claims;
  - b the discontinuance of the Office of Treaty Settlements landbank arrangements for the protection of potential settlement properties for Ngāti Toa Rangatira rohe;
  - c the removal of Ngāti Toa Rangatira's rights in respect to any resumptive memorials on the titles of land within the Ngāti Toa Rangatira's claim area subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989 and the Education Act 1989 and for statutory protection relating to Ngāti Toa Rangatira's Historical Claims against the Crown to be removed;
  - d the removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the Historical Claims of Ngāti Toa Rangatira, the Deed of Settlement, the redress provided or settlement legislation; but not for the removal of such jurisdiction in respect of:
    - i. the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation; or
    - ii. Ngāti Toa Rangatira's proceedings initiated by any third party which involve or may affect the Historical Claims of Ngāti Toa Rangatira or the Deed of Settlement, or any settlement legislation; or
  - e discontinuance of legal proceedings in relation to Ngāti Toa Rangatira's Historical Claims;

- f the return of land and other assets to Ngāti Toa Rangatira as a fair, just, and reasonable contribution towards the establishment of an economic base for Ngāti Toa Rangatira; and
- g the ongoing recognition, acknowledgement, and protection of Ngāti Toa Rangatira's status, rights, and interests; and
- h an ongoing relationship with the Crown, based on the principles of the Treaty of Waitangi; and
- i an enhanced relationship between Ngāti Toa Rangatira and Parliament, Crown entities and other public agencies.

### **Communication**

---

- 20 The Rūnanga and the Crown will each ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the claimant community informed, but also the need for confidentially regarding third parties.
- 21 Regular and appropriate internal communication by the Crown will aim to prevent any actions by Crown agencies which are inconsistent with the nature and extent of the negotiations.

### **Overlapping Claims**

---

- 22 The Rūnanga and the Crown agree that overlapping claim issues over redress assets will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The parties also agree that certain items of redress provided to Ngāti Toa Rangatira as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.
- 23 The Rūnanga and the Crown note that in areas where there are overlapping claims, the Crown encourages claimant groups to discuss their interests with neighbouring groups at an early stage in the negotiation process and establish a process by which they can reach agreement on how such interests can be managed.
- 24 The Rūnanga and the Crown will at an early stage in the negotiation process discuss the nature and extent of the interests of overlapping claimant groups in Ngāti Toa Rangatira's area of interest. The Rūnanga and the Crown will then consider what further actions on the part of Ngāti Toa Rangatira is necessary to address overlapping claim issues. The Rūnanga will consult with neighbouring claimant groups at an early stage to assist in resolving overlapping claims issues. The Crown will assist Ngāti Toa Rangatira as agreed.
- 25 The Crown will carry out its own consultation with overlapping claimant groups, and will keep the Rūnanga informed of any issues that may arise during that consultation which may affect the Rūnanga or Ngāti Toa Rangatira.

## **Overlapping Settlements**

---

- 26 Where the Crown is engaged in negotiations for the settlement of historic claims with claimants whose area of interest includes part of the Ngāti Toa Rangatira rohe, the Crown will regularly update the Rūnanga on the progress of those negotiations.
- 27 Where the Crown becomes aware that the mandated representative of another claimant group has expressed an interest in potential settlement assets, or other settlement redress, in which the Rūnanga have also expressed an interest then the Crown, prior to offering the particular redress item or asset for inclusion in a settlement, will:
- a notify the Rūnanga of the shared interest; and
  - b facilitate a discussion between the relevant mandated representatives in order to resolve, at an early stage, any potential conflicts between claimant groups regarding the potential redress.
- 28 The Crown will ensure that any redress provided or proposed for the settlement of the historical claims of other claimants whose area of interest includes part of the Ngāti Toa Rangatira rohe is fair, just, and reasonable in relation to the redress offered as settlement for Ngāti Toa Rangatira's Historical Claims. In determining this regard will be had to the nature of the Treaty breaches, the nature of historical interests, and any previous redress provided.

## **Conditions of Settlement**

---

- 29 The Rūnanga and the Crown acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until:
- a embodied in a Deed of Settlement; and
  - b ratified by the claimant group and the Crown; and
  - c a suitable governance entity has been formed to receive settlement assets; and
  - d settlement legislation comes into force.

## **Governance Structure for Settlement Assets**

---

- 30 The Rūnanga and the Crown agree that an appropriate legal entity ratified by Ngāti Toa Rangatira that adequately represents all Ngāti Toa Rangatira, is fully accountable to, and acts for the benefit of Ngāti Toa Rangatira, will need to be in place prior to settlement to receive settlement assets.

## **Claimant Funding**

---



- 31 The Rūnanga and the Crown agree that the Crown will make a contribution to the negotiation costs of Ngāti Toa Rangatira. This contribution will be paid in installments at specified milestones in the negotiation process.
- 32 The Crown acknowledges that the nature of the contribution the Crown will make to negotiation costs will not be dependent on, or affected by, the Rūnanga's access to other funding arrangements, and will be fair in relation to funding provided to other claimant groups.
- 33 The Rūnanga will provide the Crown with an annual report from an independent auditor for the claimant funding that it receives from the Crown, identifying that the funding has been spent on the negotiations. The Rūnanga will provide an invoice for each installment of funding received from the Crown.
- 34 The details of the Crown's contribution to negotiation costs will be specified in a separate funding letter that sets out, amongst other things, the levels of funding, details of milestones, and timing of payments.
- 35 The Crown may meet the cost of specific tasks, projects, or other requirements of the negotiations where the likely outcome is for the benefit or use of both the Crown and the Rūnanga.

#### **Other Avenues of Redress**

---

- 36 The Rūnanga and the Crown agree to work together in good faith and a spirit of co-operation to reach a negotiated settlement.
- 37 The Crown acknowledges that Ngāti Toa Rangatira may choose to initiate or pursue, before any court or tribunal, any proceedings for redress covering all or part of the same subject matter as the negotiations.
- 38 The Crown may withdraw from negotiations if the Rūnanga seeks redress for Ngāti Toa Rangatira's Historical Claims by any other means, such as court or tribunal proceedings, while in negotiations with the Crown.
- 39 The Crown acknowledges that Ngāti Toa Rangatira may seek to be a party to proceedings initiated by a third party before any court or tribunal. The Rūnanga and the Crown record that their expectation is that nothing in these Terms shall prevent Ngāti Toa Rangatira from participating in any such proceedings in order to protect the rights and interest of Ngāti Toa Rangatira against such third parties or others.
- 40 The Rūnanga agrees that it will provide the Crown with 10 working days notice before initiating, pursuing, or joining any such proceedings.
- 41 The Minister in Charge of Treaty of Waitangi Negotiations or the Director of the Office of Treaty Settlements, as the case may be, agree to write to the agencies listed in Appendix 5, notifying them that negotiations have commenced between the Rūnanga and the Office of Treaty Settlements for the settlement of Ngāti Toa Rangatira's Historical Claims.

- 42 The Rūnanga and the Crown note that the Protection Mechanism administered by the Office of Treaty Settlements currently applies to the sale of surplus Crown land, surplus Crown Research Institute land, surplus District Health Board land, and surplus land held by other specified Crown entities. The sites of significance process administered by Te Puni Kokiri and the consultation process when considering the transfer of Public Work Act land held by the Crown to a local authority for a public work currently apply to the sale of surplus Crown land. Statutory memorials apply to former Crown land in accordance with s27B of the State-Owned Enterprises Act 1986 and s212 of the Education Act 1989. Finally, statutory protections apply to former railways land pursuant to Parts III and IV of the Railways Restructuring Act 1990, and licensed Crown forest land pursuant to s 36 of the Crown Forest Assets Act 1989. During the course of negotiations:
- a the Crown agrees to notify the Rūnanga if there are any proposed changes to the protection mechanisms noted above;
  - b the Rūnanga agrees to notify the Crown of any issues that arise for Ngāti Toa Rangatira from the operation of these protection mechanisms, or any issues that might otherwise affect the subject matter of the negotiations, and any steps they intend to take in response to those issues;
  - c the Rūnanga and the Crown agree to try to resolve these issues if they relate to the subject-matter of the negotiations, or the Crown may refer the matter to the relevant agencies;
  - d otherwise, the Rūnanga and the Crown note that they reserve the right to take the steps they consider necessary to address these issues.

### Procedural Matters

---

- 43 The Rūnanga and the Crown agree that:
- a negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of co-operation;
  - b negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties is necessary) or when the Crown is required to release information under the Official Information Act 1982;
  - c the Crown will provide the Rūnanga with any correspondence it receives about the negotiations if that correspondence is of a kind that would be disclosed to the Rūnanga if it were to make a request for it under the Official Information Act 1982;
  - d the requesting and provision of information between the Crown and the Rūnanga will be conducted in accordance with *Appendix 1 – Guidelines for the Provision of Information*;

- e media statements concerning the content and progress of the negotiations will only be made when mutually agreed by both the Rūnanga and the Crown;
- f the Rūnanga will report regularly to the Crown on the steps taken to consult with and inform Ngāti Toa Rangatira claimants of the progress of the negotiations;
- g the meetings between the parties will be conducted in accordance with *Appendix 2 – Guidelines for the Conduct of Meetings*;
- h either party may withdraw from negotiations if the negotiations become untenable.

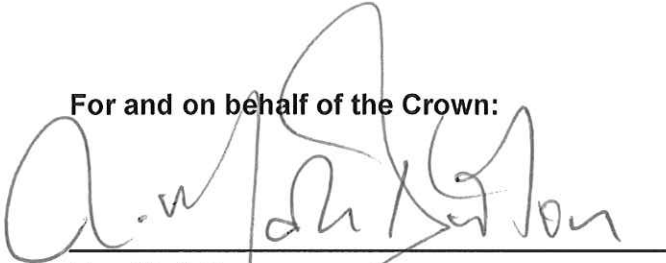
#### **Amendments**

---

- 44 The Rūnanga and the Crown acknowledge that it may be necessary to amend these terms of negotiation from time to time and agree that all amendments must be approved by both parties and recorded in writing.

SIGNED THIS DAY OF 2007


For and on behalf of the Crown:



---

Hon Mark Burton  
Minister in Charge of Treaty of Waitangi Negotiations

For and on behalf of Ngāti Toa Rangatira:



---

Te Ariki Wineera (senior)



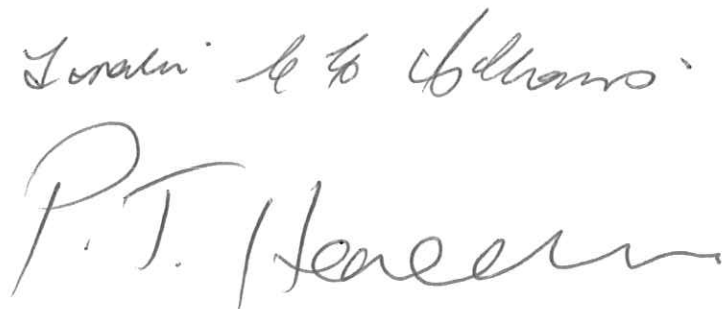
---

Te Ariki Wineera (junior)



---

Robert Solomon



## **APPENDIX 1 - GUIDELINES FOR THE PROVISION OF INFORMATION**

---

### **Purpose of this Protocol**

---

- 1 This Protocol sets out agreed principles to guide the provision of information between the Crown and the Rūnanga to enable the negotiations to proceed in as timely and as efficient a manner as possible. This Protocol also reflects the intention of the Crown and the Rūnanga to negotiate in good faith, confidentially and without prejudice.

### **Relationship between the Crown and the Rūnanga**

---

- 2 The Crown and the Rūnanga agree that the Office of Treaty Settlements will have responsibility for co-ordinating the provision of information from the Crown to the Rūnanga for the purposes of the negotiations, and that requests for information by the Rūnanga will generally be made to the Office of Treaty Settlements in the first instance.
- 3 However, in the interests of building and maintaining working relationships with a number of Crown agencies nothing in this Protocol or the Terms of Negotiations will prevent the Rūnanga from requesting information directly from any Crown agency or department. Should the Rūnanga make such a request it will inform the Office of Treaty Settlement of the details of that request.

### **The Official Information Act 1982**

---

- 4 The Rūnanga agrees that, given the intention of the Crown and the Rūnanga to negotiate in good faith, initial requests for information will not be made pursuant to the Official Information Act 1982.
- 5 However nothing in this Protocol or the Terms of Negotiation limits the rights of the Rūnanga to seek the release of information held by the Crown pursuant the Official Information Act 1982.

### **The Provision of Information**

---

- 6 The Crown and the Rūnanga agree that they will use best endeavours to comply with all requests for information in accordance with this Protocol.
- 7 Requests for information can be made either:
  - a in writing;
  - b via telephone; or
  - c during meetings between the parties.

- 8 Nothing in this Protocol or the Terms of Negotiations should be viewed as limiting the information that the Crown or the Rūnanga might provide to only that information which has been formally requested by the other party. The Crown agrees to provide the Rūnanga with any information that may be relevant to Ngāti Toa Rangatira's Historical Claims, the negotiations, or assist with the progress of the negotiations, as soon as practicable on becoming aware of that information.
- 9 The Crown and the Rūnanga will maintain a register containing the details of all requests for information and the responses to those requests.
- 10 The Crown will use best endeavours to provide any information requested by the Rūnanga within 20 working days from the receipt of any request.
- 11 Should it become apparent that it may not be possible for the Crown to comply with any information request from the Rūnanga, the Crown will inform the Rūnanga, within 15 working days from receipt of the request, that it may not be able to supply the information and the reasons for this.
- 12 Should it be necessary for the Office of Treaty Settlements to refer a request for information to any other Crown agency or department the Office of Treaty Settlements will transfer that request within 15 working days from the receipt of that request and inform the Rūnanga of that transfer.
- 13 The Rūnanga and the Crown agree that the relevance to the negotiations of any information requested by the Rūnanga is to be determined by the Rūnanga.
- 14 The Rūnanga and the Crown agree that neither party will make unnecessary, vexatious, or unreasonable requests for information.
- 15 The Rūnanga and the Crown agree that they will use best endeavours to ensure that all information provided to the other party is complete, accurate, and is provided in an appropriate manner, state, or format.

#### **Release of Information to Third Parties**

---

- 16 The Crown and the Rūnanga agree that they will not release to any third party any confidential or commercially sensitive information that has been provided to them during the course of the negotiations.
- 17 Should the Crown be required, either as a result of the Official Information Act 1982 or any other obligation, to release information provided to it by the Rūnanga the Crown will inform the Rūnanga of this requirement and details of the information to be released as soon as practicable prior to the release of that information.

## APPENDIX 2 - GUIDELINES FOR THE CONDUCT OF MEETINGS

---

### Purpose of this Protocol

---

- 1 This Protocol sets out agreed principles to guide the conduct of meetings between the Crown and the Rūnanga for the purposes of negotiating the Settlement of Ngāti Toa Rangatira's Historical Claims, to ensure negotiations are conducted as efficiently as possible. This Protocol also reflects the intention of the Crown and the Rūnanga to negotiate in good faith, confidentially and without prejudice.

### Preparation for Meetings

---

- 2 Meetings will be held at times and locations suitable and convenient to both parties. Meeting details will be confirmed by both parties as far in advance as is practicable, but no later than 2 working days prior to each meeting.
- 3 An agenda for each meeting will be agreed as far in advance of a meeting as is practicable. In any event a draft agenda will be circulated, by one or other of the parties, no later than 3 working days prior to a meeting and agreed by both parties no later than 1 working day prior to a meeting.
- 4 Any background information, discussion papers, correspondence, or any other documents will be circulated no later than 2 working days prior to the meeting at which they are to be discussed.

### Conduct of Meetings

---

- 5 Meetings will be conducted in a spirit of co-operation and good faith, and will be confidential and without prejudice.
- 6 Cultural aspects of meeting arrangements will be determined by the Rūnanga in order to ensure consistency with the tikanga and kawa of Ngāti Toa Rangatira and having regard to the purpose of that meeting and issues to be discussed.
- 7 The Crown and the Rūnanga will ensure that appropriate representatives attend each meeting, having regard to the purpose of the meeting and the issues to be discussed.
- 8 Each party has the right to decline to discuss:
  - a any item that has not been included on the agenda in accordance with clause 3 of this Protocol; or
  - b any documents that have not been provided in accordance with clause 4 of this Protocol.
- 9 The Crown will compile minutes of each meeting and circulate a draft Record of Negotiations as soon as is practicable following each meeting. The Rūnanga will amend if necessary and confirm each meeting's Record of Negotiations as soon as is practicable following receipt of a draft. Notwithstanding this, a meeting's Record of Negotiations shall be finalised prior to the next meeting.

### **Administrative issues**

---

- 10 The Crown and the Rūnanga will maintain an agreed register of:
  - a actions to be undertaken by each party;
  - b issues where agreement has been reached;
  - c issues for future discussion.
- 11 Issues relating to administrative or non-substantive matters may be discussed by representative of either party as appropriate outside of the terms of this Protocol.





# Te Runanga o Toa Rangatira

**Deed of Mandate  
for  
Ngati Toa Rangatira**

**May 2005**

**Te Runanga O Toa Rangatira Inc  
26 Ngatitoa St, Takapuwahia,  
PO Box 50079  
Porirua.**

## Table of Contents

---

Introduction	3
The Claimant Group	4
The Claims	5
The Claim Area	6
The Mandate	7
The Mandated Entity	9
Representation and Accountability	11
Contact Details	16

## Introduction

---

For the past twenty years Ngati Toa Rangatira has been on a journey to reconcile our breaches of the Treaty of Waitangi with the Crown. We have had to fight to protect our mana and articulate our claims so that the injustices and wrongs that were inflicted on Ngati Toa Rangatira could be brought out into the open and properly acknowledged.

Now that we have substantially proved our historical claims (pre-dating 21 September 1992) the next challenge for Ngati Toa Rangatira will be to secure redress for those breaches and build a strong future for the Iwi moving forward.

In February and March of this year, Ngati Toa's runanga – Te Runanga o Toa Rangatira Inc – held a series of hui to inform the Iwi of progress in proving its claims and seeking a mandate to move forward to the next step – to decide where we want the next stage of the journey to take us, and how we will get there.

We believe that Ngati Toa Rangatira has achieved all it can on the path that the Waitangi Tribunal has provided to date. It is now time to push forward and enter direct negotiations with the Crown for the settlement of all our Treaty of Waitangi historical claims. The Iwi agrees.

## The Claimant Group

---

Ngati Toa Rangatira, the Claimant Group, are those persons whose claims would be settled as a consequence of negotiations with the Crown and who would be eligible to become beneficiaries of any settlement with the Crown.

**The Claimant Group consists of those members of the Ngati Toa Rangatira iwi who, by whakapapa, legal adoption or whangai arrangement, can claim descent from:**

- Toa Rangatira, and from
- a tupuna from Toa Rangatira, who migrated to the Lower North Island or Te Wai Pounamu in the early 19th century.

The area covered by the claims is the present day rohe of Ngati Toa Rangatira where the tupuna referred to above acquired their customary rights in the Lower North Island and Te Wai Pounamu – in other words from Whangaehu in the north, the Tararua ranges to the east, south by Turakirae Heads to Kaikoura and west to Arahura, then returning to Whangaehu.

## The Claims

---

Te Runanga o Toa Rangatira has sought a mandate to undertake negotiations for a comprehensive settlement of all of Ngati Toa Rangatira's historical claims within its rohe. This includes any claims:

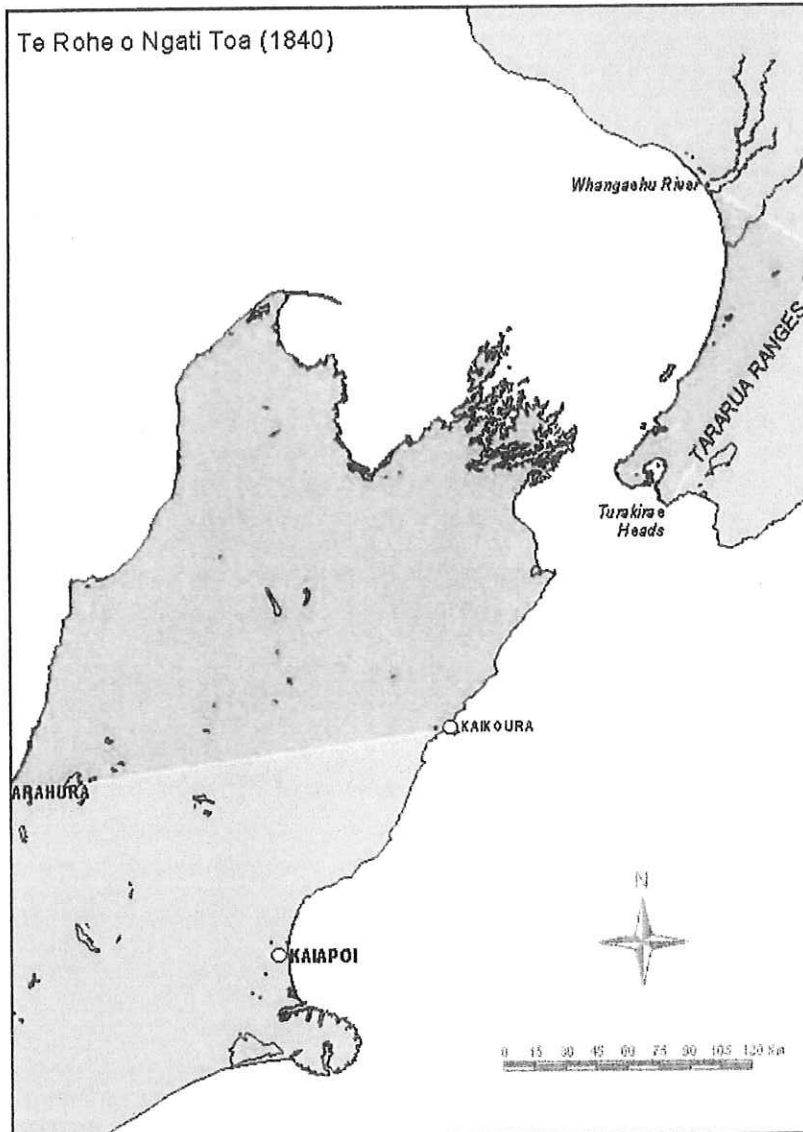
- formally registered with the Waitangi Tribunal; or
- claims as yet unregistered, or
- claims yet to be expressed.

Registered claims include:

- Wai 60 in the name of Kahui Maurice.
- Wai 102 as it relates to the interests of Ngati Toa as claimed in the name of Matuaiwi Solomon and Matiu Rei.
- Wai 172 as it relates to the interests of Ngati Toa as claimed in the name of Eva Rickard and others.
- Wai 206 in the name of Akuhata Wineera, Pirihiha Hammond, Ruta Rene, Matuaiwi Solomon, Ramari Wineera, Hautonga Te Hiko Love, Wikitoria Whatu, Ringi Horomona, Harata Solomon, Rangi Wereta, Ruihi Horomona, Manu Katene, Ariana Rene, and Tiratu Williams.
- Wai 437 in the name of Whatarangi Winiata.
- Wai 648 as it relates to the interests of Ngati Toa in the name of Grace Kerenapu Saxton.
- Wai 690 in the name of Matiu Baker, Rua Ara Baker, and others.
- Wai 722 in the name of Una Hyland, Leonie Dawson, Helene Treiblmayr, Toa Love, Louise Studd Katene, Natalie Kini, Fran Roiri, Margaret Dawson, Manu Katene, Eleanor Ria Solomon, Te Taku Parai, and Hugh Grace Jnr.
- Wai 870 in the name of Kahu Hohaia.

## The Claim Area

Ngati Toa rohe is traditionally described as being from Whangaehu in the north, the Tararua ranges to the east, south by Turakirae Heads to Kaikoura and west to Arahura, then returning to Whangaehu.



## The Mandate

---

A series of hui was held around the country to confirm the mandate of Te Runanga o Toa Rangatira to enter into negotiations with the Crown regarding the comprehensive settlement of Ngati Toa's historical Treaty claims.

Any person identified as Ngati Toa who can claim descent from Toa Rangatira, and from a tupuna of the lower North Island and/or Te Wai Pounamu was encouraged to attend one of the hui listed below:

- Takapuwahia Marae, Porirua: 24 February 2005, 5.30pm-7.30pm
- Wairau Pa, Blenheim: 4 March 2005, 5.30pm-7.30pm
- Whakatu Marae, Nelson: 5 March 2005, 11 am-1pm
- Papakura RSA, 40 Elliot Street, Auckland: 10 March 2005, 7pm-9pm
- GRB Hall, Temple View, Hamilton: 11 March 2005, 5.30pm-7.30pm
- Raukawa Marae, Otaki: 15 March 2005, 7pm-9pm
- Takapuwahia Marae, Porirua: 19 March 2005, 10.30am-12.30pm

Appended to this document and marked by location, are the advertisements for the hui, the minutes and the attendance registers for each hui.

At each of the hui a resolution was put to the meeting to the following effect:

**“That this hui mandates Te Runanga o Toa Rangatira Incorporated to enter into negotiations with the Crown for a comprehensive settlement of Ngāti Toa Rangatira’s historical claims in the Lower North Island and Te Waipounamu.”**

No opposition was recorded to the resolution at any of the hui. Two abstentions were recorded at the first hui of 24<sup>th</sup> February, 2005 on the basis that those persons wished to consider the material presented and/or confer with whanau. Those persons voted in favour of the resolution at the hui held on the 19<sup>th</sup> March 2005. In summary, over the course of the series of hui the resolution was passed unanimously.

At each of the hui attendees were advised that the mandate was to negotiate a draft Deed of Settlement with the crown but that the mandated body – the Runanga – must present the draft Deed of Settlement to the Iwi for ratification before it is executed by the Runanga.

A copy of the PowerPoint presentation and the information booklet provided to all attendees is attached and marked 3.

## Mandated Entity

---

### **Te Runanga O Toa Rangatira Incorporated**

The mandate has been given to Te Runanga o Toa Rangatira Incorporated (the Runanga).

The Runanga is a non-profit incorporated society with charitable tax status. It was registered as an Incorporated Society on 17 March 1989. The membership of the society is open to all members of the Iwi of Ngati Toa Rangatira.

Prior to the Treaty claims mandating hui, the Runanga was already the mandated Iwi authority for Ngati Toa Rangatira. A mandate had been sought and given each year from the Iwi at the Runanga's Annual General Meeting. The details of the constitution, accountabilities back to Iwi members and constituent bodies and process for appointment of the Runanga board members is described in detail below.

The Runanga is the administrative body of Iwi estates and assets, and deals with the political and public issues of national interest through the management of relevant activities such as Treaty of Waitangi claims, customary fishing practices, tourism, health and medical services, vocational training and resource management.

Since 1989 the Runanga has expanded to provide a range of services. These services have been developed to ensure access to good health, education and employment outcomes.

### **The Runanga's mission**

The overall vision of the Runanga is to "promote the mana of Ngati Toa Rangatira by enhancing the social, economic, educational, cultural and spiritual development of all whanau members, in an open and responsive manner, by enabling them opportunities to attain their full potential for the benefit of the Iwi and the community."

In the context of Treaty claims the mission of the Runanga can be summarised as follows:

- To conserve, promote, advance, and assist Toa Rangatira within the area bounded by the southern mouth of the Rangitikei river to the Arahura river on the west coast of the South Island and across to Kaikoura on the East Coast and indeed in any place or places the Iwi are resident.
- To act as the recognised Maori Authority for Ngati Toa Rangatira.
- To consider, discuss and take action on matters relevant to the raising of the mana, and to the advancement of the Ngati Toa Rangatira people.

The Runanga ultimately wishes to ensure that the Iwi achieves:



- A comprehensive, robust and fair settlement of all its historical claims against the Crown.
- A settlement within as short a time as possible but consistent with the first objective.
- A settlement which will provide for acknowledgements and apologies and redress which fully and properly satisfies the grievances of the Iwi.

## Representation and Accountability

---

This section sets out the details of the constitution, accountabilities back to Iwi members and representation of Iwi membership and Ngati Toa constituent bodies.

### Statutory compliance

As an incorporated society it is required to be run lawfully and in accordance with the Incorporated Societies Act 1908. The Act sets out some basic requirements in respect to governance and accountability of the society to its members – in this case the Iwi. The Runanga is governed by its constitution or rules which are registered with the Registrar of Incorporated Societies. The rules establish the purpose for the incorporated society and govern the way the incorporated society is run. The rules must include a section detailing the "objects" of the society. This is the purpose of the society or the reasons why it is being established. Any activity carried out by a society must fall within the objects for that society as set out in its rules.

As a society, the Runanga must hold meetings. An incorporated society is required to hold at least one general meeting a year (the annual general meeting or AGM), at which the members approve the society's annual financial statement. In addition to approving the annual financial statement, the meeting will elect officers and approve any necessary rule changes. At the AGM a detailed report is provided to members of the Runanga's activities for the year. Traditionally the Runanga has also sought and received confirmation of its mandate to represent the Iwi at the AGM.

The Runanga's rules set out proper procedures for calling the AGM and other general meetings, meetings of the Runanga, how members and Runanga members may vote, and how business is to be conducted. The Runanga is also required to file key documents with the registrar which are thereby open to its members to review. They include annual financial statements; alteration to the rules and changes to the registered office must be notified to the Registrar.

### Runanga Governance Structure

The Runanga consists of elected board members of Ngati Toa Rangatira. They are intended to fairly represent all the interests within the Iwi. The structure of the Runanga is as follows:

- Kaunihera Kaumatua or Kaumatua advisory committee.
- The Runanga Council or the Runanga board consists of:
  - The Tumuaki;
  - The Chairperson of the Hongoeka Marae Committee;
  - The Chairperson of the Takapuwahia Marae Committee;

- Three Iwi members elected from the floor;
- A single representative from each of the contributing bodies or constituencies, namely:
  - The Kaunihera Kaumatua;
  - The Takapuwahia Marae Committee;
  - A member from the Hongoeka Marae Committee;
  - A member from the Ngati Toa Marae Trustees (the trustees for the Ngati Toa Reserves);
  - A member from the Otaki and Porirua Trust Board (a body created by the Otaki and Porirua Trusts Act 1943);
  - A member from the Ngati Toa Rangatahi Trust (the Rangatahi Trust was established in 1985-86. Its primary purpose is to develop and utilise the skills of the youth of Ngati Toa Rangatira..)
  - A member from Ngati Toa Maori Women's Welfare League;
  - A member from ETU Trust (ETU are a voluntary Group of Ngati Toa who are responsible for the upkeep and maintenance of Ngati Toa Marae, Urupa, & Reserves within Ngati Toa's Rohe).
  - A member from Ngati Haumia;
  - A member from Ngati Toa ki Wairau
  - A members from Ngati Toa ki Kiririroa
  - A member from Ngati Toa ki Whakatu.

For members elected from the floor, appointments are for a three year term. Retirement is decided on a rotational basis. Appointments of all other members are determined by their respective contributing bodies or constituencies. Attached and marked 2 are two organisational charts showing the Runanga structure and a outline of current members. Runanga meetings are held on the third Thursday of each month at 1.00pm.

The Kaunihera Kaumatua also have monthly meetings to discuss relevant business pertaining to Iwi issues. The Kaunihera Kaumatuas' primary role is to be the guidance and advisory body to the Runanga. These meetings are held on the first Tuesday of each month.

#### **Treaty of Waitangi Claims Committee (TOWCC)**

The TOWCC was established by the Kaunihera (Runanga Council) to act as a conduit for advice and communication with Iwi members into the claims process. Its important function was to provide customary, cultural and spiritual guidance to the Treaty team.

In the negotiations process, it is expected that the TOWCC will continue in this role as well as provide a forum for receiving and assessing submissions from Iwi members on possible redress options. Recommendations will be forwarded to the Treat team.

Membership of the claims committee is open to all members of the Iwi, however the committee executive are appointed by the Kaunihera. The committee executive consists of a chair, kaumatua and kuia and selected member(s) of the Kaunihera. Administration support will be provided by the Runanga administration.

### **Runanga Management**

All business groups of the Runanga are accountable to the Executive Director. The Executive Director is the strategic leader of all business groups. This role includes;

- implementation of the Runanga's strategic plan;
- approval of business plans and annual budgets;
- managing, at a strategic level, all business groups;
- ensuring proper financial controls are in place and followed;
- risk management; and
- being the conduit between the business groups and the Runanga.

Each business group has a manager appointed by the Executive Director. The Business groups include the Treaty of Waitangi Claims Committee and Administration Services.

Each manager is responsible for the implementation of the Runanga's vision. Each manager is accountable to the Executive Director. The manager's functions include:

- the creation and implementation of the annual business plan;
- creation, submission and reconciliation of an annual budget;
- the recruitment and retention of capable, quality staff;
- ensuring compliance with all financial controls; and
- manage risks within each business group.

Each business group meets with their team regularly (normally weekly) and all managers meet once a week with the Executive Director. Meeting minutes are kept as a record of all issued discussed, and all action points to be followed up at the next meeting.

## **Administration**

The Runanga has set up a separate business group to deal with all administrative support services. This group deals with all matters relating to payroll, accounts and human resources. As part of its functions, the group also provides Information Technology support services. The Financial Controller from the business group reports on financial matters to the Executive Director on a monthly basis.

## **Financial Accountability**

For the purposes of the negotiation of claims the Runanga will also be the official recipient of any funding which may be provided by the Office of Treaty Settlements (and any other agencies) to assist the Iwi in negotiating and settling its claims. Management of these funds will be in accordance with the Runanga's existing financial accountability policies and procedures.

The Runanga has strict internal policies in respect to financial controls. It promotes the separation of duties between all financial controllers and each Business group has its own financial controls and budgets overseen by the Runanga's Auditor.

The Runanga also requires managers report which includes information on the financial position of the business group.

## **Negotiations Management and Accountability**

Management of the negotiations project will be lead by the Executive Director and include the Treaty of Waitangi Claims Co-ordinator, legal advisors and Research Group with the support of Administration Services. This team will be known as the Management Negotiations Team (MNT) or Te Kaha. A member of Te Mana (see below) and also one person from the TOWCC will be observers on this team.

Shortly a governance lead team, delegated by the Kaunihera (Te Mauri), will also be established. This team will be known as the Governance Negotiating Team (GNT) or Te Mana. The Executive Director or his delegate will be present to provide advice when required.

Te Mana will be responsible for engaging in negotiations with the principals of the Crown. Te Kaha will be responsible for the day to day negotiations with OTS officials. The teams will have clear and well understood lines of accountability and will be responsible to the Kaunihera who will retain the overarching responsibility for the negotiation process.

Te Kaha will have the flexibility to be able to draw in specialist expertise from within the Iwi, and from external advisors, as they are needed at key stages in the negotiations. The existing decision making, reporting, and accountability processes within the Runanga will also enable us to ensure the negotiations run as efficiently as possible, and mean that members of the Iwi are well informed and able to participate in the process.

Any project teams, or expert advisors, that will be needed to assist with the negotiations will be directly accountable through the Executive Director to the Kaunihera. The

Kaunihera in turn is directly accountable to the Iwi for the overall direction and performance of the negotiation process via regular hui, the website, regular panui, and ultimately at the Annual General Meeting.

## Reporting Lines

To make sure all Ngati Toa Rangatira members are informed of the progress of the negotiations the Runanga will be holding hui throughout the negotiations, particularly at each of the key milestones in the process. These hui will aim to identify all the issues that need to be addressed in the negotiations, to keep the Iwi informed of the progress of the negotiations and to provide an opportunity for Iwi members to participate in the negotiations.

In addition, the Runanga has a website that has all the details of upcoming events, hui, progress of the claims and the negotiations, as well as lots more useful information. Iwi members will be encouraged to monitor the website for updates and news. The website address is: <http://www.ngatitoea.iwi.nz/>.

## Contact Details

---

### Registered Address

PO Box 50079  
Porirua

### Contacts

Phone: 04 237 9832  
Fax: 04 237 6436  
Email: [runanga@ngatittoa.iwi.nz](mailto:runanga@ngatittoa.iwi.nz)

### Location

26 Ngatittoa St  
Takapuwahia  
Porirua

### website

<http://www.ngatittoa.iwi.nz/>

### Chairman

Robert Solomon  
Phone: 04 237 9832  
Fax: 04 237 6436

### Executive Director

Matiu Te Rei  
Phone: 04 237 7922  
Fax: 04 238 4701  
Email: [m.rei@ngatittoa.iwi.nz](mailto:m.rei@ngatittoa.iwi.nz)

### Treaty of Waitangi Claims Co-ordinator

Miria Pomare  
Phone: 04 237 7922  
Fax: 04 238 4701  
Email: [miria@ngatittoa.iwi.nz](mailto:miria@ngatittoa.iwi.nz)



## APPENDIX 4 – CROWN RECOGNITION OF DEED OF MANDATE



**Office of Hon Mark Burton, M.P. for Taupo**  
Minister in Charge of Treaty of Waitangi Negotiations  
Minister of Defence  
Minister of Tourism  
Deputy Leader of the House

02 NOV 2005

Mr Robert Solomon  
Chairman  
Te Rūnanga o Toa Rangatira  
PO Box 50079  
28 Ngāti Toa Street  
PORIRUA

Tēnā koe Mr Solomon

### NGĀTI TOA RANGATIRA DEED OF MANDATE

Thank you for submitting Te Rūnanga o Toa Rangatira's Deed of Mandate to the Crown to negotiate an offer for the settlement of all Ngāti Toa Rangatira historical Treaty claims.

We have concluded that Te Rūnanga o Toa Rangatira has the support of Ngāti Toa Rangatira, and is an appropriate body to represent Ngāti Toa Rangatira in settlement negotiations with the Crown. We are therefore pleased to recognise the Deed of Mandate of Te Rūnanga o Toa Rangatira to represent the people of Ngāti Toa Rangatira in negotiations for the comprehensive settlement of all their historical claims.

Dean Cowie, Manager – Policy and Negotiations, at the Office of Treaty Settlements is the manager responsible for the Ngāti Toa Rangatira negotiations. He will contact you shortly to discuss the next stage of the settlement process. We look forward to working with you.

Nāku noa, nā

Hon Mark Burton  
Minister in Charge of Treaty of  
Waitangi Negotiations

Hon Parekura Horomia  
Minister of Māori Affairs

## **APPENDIX 5 – LIST OF AGENCIES**

---

1. Ministry of Defence
2. Department of Conservation
3. Ministry of Fisheries
4. Ministry of Education
5. Housing New Zealand Corporation
6. Ministry of Economic Development
7. Child Youth and Family
8. Land Information New Zealand
9. Transit New Zealand
10. Ministry of Health
11. Capital and Coast District Health Board
12. Hutt Valley District Health Board
13. MidCentral District Health Board
14. Nelson Marlborough District Health Board
15. Canterbury District Health Board
16. West Coast District Health Board
17. New Zealand Railways Corporation
18. Department of Corrections
19. Ministry of Justice
20. Office of Treaty Settlements
21. New Zealand Police
22. Hutt City Council

23. Kapiti Coast District Council
24. Porirua City Council
25. Upper Hutt City Council
26. Wellington City Council
27. Wellington Regional Council
28. Horowhenua District Council
29. Manawatu District Council
30. Manawatu-Wanganui Regional Council
31. Palmerston North City Council
32. Rangitikei District Council
33. Tararua District Council
34. Tasman District Council
35. Nelson City Council
36. Marlborough District Council
37. Buller District Council
38. West Coast Regional Council
39. Grey District Council
40. Canterbury Regional Council
41. Kaikoura District Council



**Office of Hon Mark Burton, M.P. for Taupo**  
Minister in Charge of Treaty of Waitangi Negotiations  
Minister of Defence  
Minister of Tourism  
Deputy Leader of the House

02 NOV 2005

Mr Robert Solomon  
Chairman  
Te Rūnanga o Toa Rangatira  
PO Box 50079  
26 Ngāti Toa Street  
PORIRUA

Tēnā koe Mr Solomon

#### **NGĀTI TOA RANGATIRA DEED OF MANDATE**

Thank you for submitting Te Rūnanga o Toa Rangatira's Deed of Mandate to the Crown to negotiate an offer for the settlement of all Ngāti Toa Rangatira historical Treaty claims.

We have concluded that Te Rūnanga o Toa Rangatira has the support of Ngāti Toa Rangatira, and is an appropriate body to represent Ngāti Toa Rangatira in settlement negotiations with the Crown. We are therefore pleased to recognise the Deed of Mandate of Te Rūnanga o Toa Rangatira to represent the people of Ngāti Toa Rangatira in negotiations for the comprehensive settlement of all their historical claims.

Dean Cowie, Manager – Policy and Negotiations, at the Office of Treaty Settlements is the manager responsible for the Ngāti Toa Rangatira negotiations. He will contact you shortly to discuss the next stage of the settlement process. We look forward to working with you.

Nāku noa, nā

Hon Mark Burton  
Minister in Charge of Treaty of  
Waitangi Negotiations

Hon Parekura Horomia  
Minister of Māori Affairs



**Office of Hon Mark Burton, M.P. for Taupo**  
Minister in Charge of Treaty of Waitangi Negotiations  
Minister of Defence  
Minister of Tourism  
Deputy Leader of the House

02 NOV 2005

Mrs Grace Saxton  
60 Stanley Crescent  
NELSON

Tēnā koe Mrs Saxton

### **NGĀTI TOA RANGATIRA DEED OF MANDATE**

Thank you for your submission dated 31 August 2005 on Te Rūnanga o Toa Rangatira's Deed of Mandate.

#### *Recognition of Deed of Mandate*

We have decided to recognise the Deed of Mandate of Te Rūnanga o Toa Rangatira to represent the people of Ngāti Toa Rangatira (including those that affiliate to the Te Kotua whānau and the Wai 648 claim) in negotiations with the Crown for the comprehensive settlement of all Ngāti Toa Rangatira historical claims.

We consider that Te Rūnanga o Toa Rangatira's mandate was obtained in an open, fair and transparent manner, that Te Rūnanga o Toa Rangatira has the support of Ngāti Toa Rangatira and that it is an appropriate body to represent Ngāti Toa Rangatira in Treaty settlement negotiations.

#### *Wai 648 submission*

We note from your submission that at the 5 March hui at Whakatu Marae, Nelson, you did not support the mandate of Te Rūnanga o Toa Rangatira to represent your whānau claim in negotiations with the Crown, but rather that you reserved your position until receiving further clarification on the status of your claim.

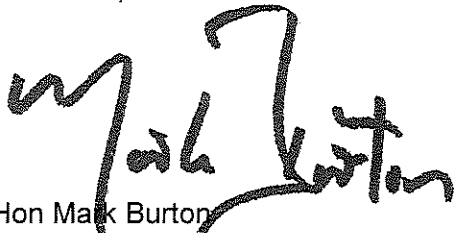
As you are aware, the Crown's policy is to negotiate with large natural groups of tribal interests, rather than with individual hapū or whānau within a tribe. The Crown understands that Ngāti Toa Rangatira is the group that the Te Kotua whānau most naturally affiliates with, and considers that the Wai 648 claim should be settled through the proposed negotiations with Ngāti Toa Rangatira. The Crown notes your agreement in your submission to proceed with the settlement of your claim on this basis.

#### *Participation in negotiations*

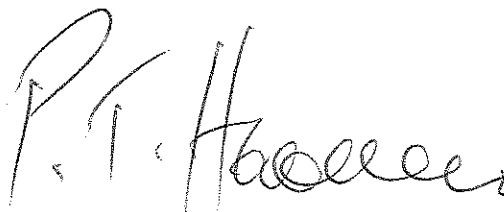
We encourage you to take part in the negotiations process, particularly by participating in the Treaty of Waitangi Claims Committee which has been established by Te Rūnanga o Toa Rangatira for all iwi members to make proposals and submissions on possible redress options. The Crown has been advised that Te Rūnanga o Toa Rangatira will ensure that you are consulted on any issues that arise in the negotiations that are specific to the Wai 648 claim. Te Rūnanga o Toa Rangatira would stand to benefit considerably from your knowledge and expertise, particularly in relation to the interests of any claims relating to the

Te Kotua whānau. This will help ensure that a settlement of the historical claims of Ngāti Toa Rangatira is reached quickly, that the people of Ngāti Toa Rangatira receive recompense for the injustices of the past, and that Ngāti Toa Rangatira and the Crown establish a new and forward-looking relationship.

Nāku noa, nā



Hon Mark Burton  
Minister in Charge of Treaty of  
Waitangi Negotiations



Hon Parekura Horomia  
Minister of Māori Affairs

cc: Te Rūnanga o Toa Rangatira