



PARANGARAHU LAKES CONSERVATION COVENANT

(Section 27 Conservation Act 1987

and

Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this 6th day of OCTOBER 2009

BETWEEN Ralph Heberley Ngatata LOVE, Kevin Hikaia AMOHIA, Neville McClutchie BAKER, Spencer Waemura CARR, June Te Raumange JACKSON, Catherine Maarie Amohia LOVE, Hinekehu Ngaki Dawn McCONNELL, Rebecca Elizabeth MELLISH, Paul Alfred REEVES, Mark TE ONE (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 19 August 2008 and implemented by the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009.
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows:

1 INTERPRETATION

1.1 In this covenant unless the context otherwise requires:

"Conservation Purposes"	means the preservation and protection of natural resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
"Conservation Values"	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.

"Recreation Reserve"	means the land owned and managed by Greater Wellington Regional Council as part of the East Harbour Regional Park.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Scientific Reserve"	means that part of Lake Kohangatera and that part of Lake Kohangapiripiri comprising the space occupied by the water and the space occupied by the air above that water.
"Taranaki Whanui"	means Taranaki Whānui ki Te Upoko o Te Ika
"Taranaki Whānui tikanga"	includes Conservation Values
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns forever.

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1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserve Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

2.1.4 to provide for the enhancement, and protection of Taranaki Whānui's ancient relationship with the Land to ensure the Land is held and appreciated in accordance with Taranaki Whānui tikanga

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner shall take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, and in accordance with Taranaki Whānui tikanga including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 wherever possible keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 wherever possible replant any areas of soil erosion within the land with indigenous vegetation using, as far as possible, genetically local sourced indigenous material in accordance with Taranaki Whānui tikanga;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant and Taranaki Whānui tikanga, permit the public to enter upon the Land. Public access shall primarily be for recreational and educational purposes, however access may also be provided for scientific study or research. Notwithstanding the provisions of this clause the Owner may temporarily restrict public access to part of the Land in order to protect wāhi tapu or in the event of Rāhui.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

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5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time.

6 MANAGEMENT OF THE LAND

6.1 The Owner, in managing the Land, must have regard to any reserve management plan approved for the Recreation Reserve or the Scientific Reserve.

6.2 The Owner may appoint or otherwise agree for the Greater Wellington Regional Council to manage the Land, subject to the conditions of this covenant.

6.3 The Minister may prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

7 JOINT OBLIGATIONS

7.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually to achieve the objectives set out in clause 2.

8 DURATION OF COVENANT

8.1 This Covenant binds the parties forever to the rights and obligations contained in it.

9 CONSENTS

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

10 MISCELLANEOUS MATTERS

10.1 Rights

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

10.2 Trespass Act:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 Titles

10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

10.5 Acceptance of Covenant

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 Fire

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 Mediation

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 Failure of Mediation

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control of all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

14 SPECIAL CONDITIONS

14.1 Special conditions relating to this Covenant are set out in Schedule 3

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by **Ralph Heberley Ngatata Love** as
Owner in the presence of:

Ralph Heberley Ngatata Love

Witness: *Althorpe*
Address: *Wellington*
Occupation: *Trust Secretary*

Signed by **Kevin Hikaia Amohia** as
Owner in the presence of:

Kevin Hikaia Amohia

Witness: *Althorpe*
Address: *Wellington*
Occupation: *Trust Secretary*

Signed by **Neville McClutchie Baker** as
Owner in the presence of:

Neville McClutchie Baker

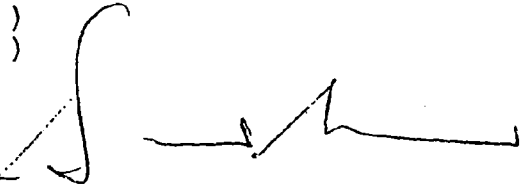
Witness: *Althorpe*
Address: *Wellington*
Occupation: *Trust Secretary*

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Signed by **Spencer Waemura Carr** as
Owner in the presence of:

Witness:

Choupe

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Address:

Wellington


Occupation:

Trust Secretary

Signed by **June Te Raumange Jackson** as
Owner in the presence of:

Witness:

Choupe

} 

Address:

Wellington

Occupation:

Trust Secretary

Signed by **Catherine Maarie Amohia Love** as
Owner in the presence of:

Witness:

Choupe

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Address:

Wellington

Occupation:

Trust Secretary

Signed by **Hinekehu Ngaki Dawn McConnell** as
Owner in the presence of:

Witness:

Choupe

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Address:

Wellington

Occupation:

Trust Secretary

Signed by **Rebecca Elizabeth Mellish** as
Owner in the presence of:

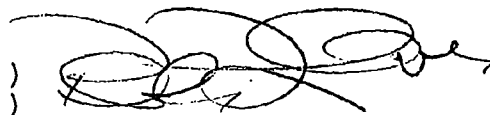


Witness: ~~Paul Reeves~~

Address: Wellington

Occupation: Office Administrator.

Signed by **Paul Alfred Reeves** as
Owner in the presence of:



Witness: Paul Reeves

Address: Wellington

Occupation: Trust Secretary.

Signed by **Mark Te One** as
Owner in the presence of:

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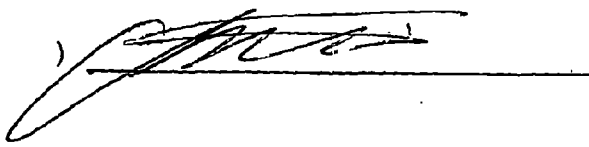
Witness: ~~Paul Reeves~~

Address: Wellington

Occupation: Office Administrator.

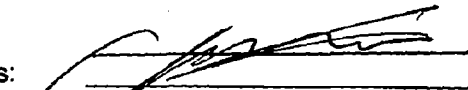


Signed by Alan Stephen McKenzie



acting under a written delegation from
the Minister of Conservation and exercising his
powers under section 117 of the Reserves Act 1977
as designated Commissioner in the presence of :

Witness:




Address:

Wellington

Occupation:

Public Servant



DAVID BISHOP
Conservation Support Officer
Statutory Land Management
Department of Conservation
Wellington Hawke's Bay Conservancy

SCHEDULE 1

Description of Land:

Wellington Land District

~~33.0622 hectares, more or less, being Section 2 SO 409042, excluding the space occupied by water and the space occupied by air above the water; and~~

~~7.8000 hectares, more or less, being Lot 11 DP 53891; and~~

8.7900 hectares, more or less, being Lot 9 DP 53891 excluding the space occupied by water and the space occupied by air above the water; and

3.5050 hectares, more or less, being Section 1 SO 406979, excluding the space occupied by water and the space occupied by air above the water; and

3.2500 hectares, more or less, being Lot 10 DP 53891.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of an area of remote wetland, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area.

The natural resources on the land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state

The intrinsic value of historic resources on the land, represented by historic and archaeological sites.

Reserve Values of Land to be protected:

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values. The land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Tararua Ecological District its own recognisable character. The Pencarrow Lakes have been ranked in the Wetlands of Ecological and Regional Importance (WERI) database of national (Lake Kohangatera) and regional (Lake Kohangapiripiri) significance.

The flora includes 61 lake or lake margin plants that have been recorded. Of these, 15 are endemic and 10 are significant plant species in the following categories. 1)

Regionally threatened aquatic plants: *Lepilaena bilocularis* and *Ruppia polycarpa* (horse's mane weed); 2) regionally threatened semi-aquatic plants: *Crassula kirkii*, *Glossostigma diandrum* and *Ranunculus macropus*; 3) locally significant semi-aquatic plants: *Eryngium vesiculosum* (sea holly), *Glossostigma elatinoides*, *Gratiola sexdentata*, *Limosella lineata* (mudwort) and *Scheonoplectus validus* (formerly *Scirpus lacustris*, lake clubrush).

The land provides excellent wetland habitat for a number of waterfowl species. Common breeding species include black swan, mallard with some pukeko. Less common, but nevertheless widespread indigenous waterfowl species, include grey duck and Australasian shoveler. Two rare species of waterfowl are Australian bittern and spotless crake. Non-wetland fauna of significance include California quail, NZ falcon and kaka. A total of nine species of freshwater fishes have been recorded in the two catchments, such as the nationally-threatened giant kokopu.

Other reserve values are the historic, archaeological, cultural, spiritual and educational values associated with the land.

SCHEDULE 2
Address for Service

The address for service of the Owner is:

Railway Station Social Hall
55 Waterloo Quay
Wellington
P O Box 12164
Wellington

Phone 04 4723872

Fax 04 4723874

The address for service of the Minister is:

The Conservator.
Department of Conservation
181 Thorndon Quay
PO Box 5086
WELLINGTON
Phone 04 472 5821
Fax 04 499 0077

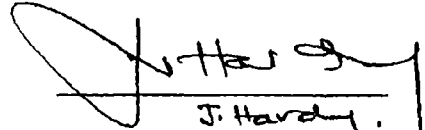
SCHEDULE 3

Special Conditions

1. The Owner may authorise members of Taranaki Whānui ki Te Upoko o Te Ika to remove medicinal plant material and traditional food plants and fibres from the land, but in granting such authorisations shall ensure that any impacts on the Conservation Values are minimised.
2. The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.
3. The Owner, or a member of Taranaki Whānui authorised by the Owner may conduct any cultural or spiritual practice on the Land deemed necessary or of importance to the Owner or Taranaki Whānui and in doing so shall ensure as far as practicable that any impact on the Land or Conservation Values are minimised.

GRANT of

Certified correct for the
purposes of the Land Transfer
Act 1952



J. Hardy,
Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 27 of the
Conservation Act 1987
and section 77 of the
Reserves Act 1977

GOVERNANCE ENTITY

to

MINISTER OF CONSERVATION

**Legal Services
Department of Conservation**

DEED OF RECOGNITION

THIS DEED is made

BETWEEN

Ralph Heberley Ngatata Love, Kevin Hikaia Amohia, Neville McClutchie Baker, Spencer Waemura Carr, June Te Raumange Jackson, Catherine Maarie Amohia Love, Hinekehu Ngaki Dawn McConnell, Rebecca Elizabeth Mellish, Paul Alfred Reeves, Mark Te One as trustees of the Port Nicholson Block Settlement Trust (the "governance entity")

AND

THE SOVEREIGN in right of New Zealand acting by the Minister of Conservation (the "Crown")

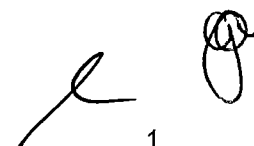
IT IS AGREED as follows:

1 BACKGROUND

- 1.1 Taranaki Whānui ki Te Upoko o Te Ika, the governance entity, and the Crown are parties to a deed of settlement (the "deed of settlement") dated 19 August 2008.
- 1.2 It was agreed under clauses 5.6 – 5.8 of the deed of settlement that, if it became unconditional, the Crown and the governance entity would enter into this deed.
- 1.3 The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 (the "settlement legislation") has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section 32 of the settlement legislation, the statements by Taranaki Whānui ki Te Upoko o Te Ika set out in clause 2.2 of its particular cultural, spiritual, historical and traditional association with the statutory areas.

2 STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

- 2.1 This deed applies to each of the following statutory areas:
 - 2.1.1 Rimutaka Forest Park (as shown on SO 408079); and
 - 2.1.2 Wainuiomata Scenic Reserve (as shown on SO 408080); and
 - 2.1.3 Turakirae Head Scientific Reserve (as shown on SO 408081).
- 2.2 The statements of association relating to each of those statutory areas are as follows:



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Rimutaka Forest Park


- 2.2.1 Rimutaka Forest Park was an area of dense tall forest. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Rimutaka Forest Park were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Rimutaka Forest Park also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The pā at Orongorongo and around the coast used these areas as mahinga kai for birding and collecting other forest resources. Although there were few settlements in this area, Taranaki Whānui ki Te Upoko o Te Ika had camps throughout this area; and

Wainuiomata Scenic Reserve

- 2.2.2 Wainuiomata Scenic Reserve is a modified remnant of the original indigenous forest and its origins are similar to Rimutaka Forest Park. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Wainuiomata Scenic Reserve were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Reserve also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The reserve was close to original Taranaki Whānui ki Te Upoko o Te Ika settlements and was used more than some of the more remote areas for the collection of rongoā and taonga raranga as well as being a source for birding and the harvesting of trees for waka to be transported down river; and

Turakirae Head Scientific Reserve

- 2.2.3 Turakirae is an area of considerable significance to Taranaki Whānui ki Te Upoko o Te Ika as a marker in the land. Travellers commonly travelled to the Wairarapa from Wellington via Turakirae. The area is close to the deep waters of the Nicholson Trench and it has very rich fisheries for shellfish, such as paua and koura, along with many finfish. The pā at Orongorongo and at Mukamuka along with other settlements along this coast all connect closely to this area which has been intensely used by Taranaki Whānui ki Te Upoko o Te Ika up to the present day. Connections with Taranaki Whānui ki Te Upoko o Te Ika to this area into Palliser Bay is closely linked to Wainuiomata, Orongorongo and Mukamuka.



3 CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY IN RELATION TO THE STATUTORY AREAS

3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity referred to in clause 3.2 in relation to or within a statutory area, consult and have regard to the views of the governance entity concerning the association of Taranaki Whānui ki Te Upoko o Te Ika with that statutory area as described in the statement of association.

3.2 Clause 3.1 applies to the following activities:

3.2.1 preparing:

- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or
- (b) a national park management plan under the National Parks Act 1980; or
- (c) in relation to a statutory area that is not a river, a non-statutory plan, strategy, programme, or survey of one of the following kinds for the protection and management of that statutory area, namely to:
 - (i) identify and protect wildlife or indigenous plants; or
 - (ii) eradicate pests, weeds or introduced species; or
 - (iii) assess current and future visitor activities; or
 - (iv) identify the number and type of concessions that may be appropriate; or
- (d) in relation to a statutory area that is a river, a non-statutory plan, strategy, or programme for the protection and management of that statutory area; or

3.2.2 locating or constructing structures, signs or tracks.

3.3 The Minister of Conservation and the Director-General of Conservation must, in order to enable the governance entity to give informed views when consulting the governance entity under clause 3.1, provide the governance entity with relevant information.

4 LIMITATIONS

4.1 This deed relates only to those parts of a statutory area owned and managed by the Crown.

4.2 This deed does not, in relation to a statutory area:



- 4.2.1 require the Crown to undertake, increase, or resume any activity of the kind referred to in clause 3.2; or
 - 4.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any activity referred to in clause 3.2.
- 4.3 This deed is subject to the provisions of sections 33-35 and section 37 of the settlement legislation.

5 TERMINATION

- 5.1 This Deed terminates in respect of the statutory area (or part of it) if:
- 5.1.1 the governance entity and the Minister of Conservation agree in writing that this deed is no longer appropriate for the area concerned; or
 - 5.1.2 the area concerned is disposed of by the Crown; or
 - 5.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 3.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.
- 5.2 If this deed terminates under clause 5.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 3.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

6 NOTICES

- 6.1 Notices to the governance entity and the Crown may be given in the manner provided in part 8 of the provisions schedule to the deed of settlement.
- 6.2 The governance entity's address where notices may be given is (until further notice) as provided in paragraph 1.3 of the provisions schedule to the deed of settlement.
- 6.3 The Crown's address where notices may be given is:

Area Manager,
Department of Conservation
Poneke Area Office,
181 Thorndon Quay,
PO Box 5086,
Wellington.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights or obligations under this deed.



8 DEFINITIONS AND INTERPRETATION

8.1 In this deed, unless the context requires otherwise

concession has the same meaning as in section 2 of the Conservation Act 1987;

Minister of Conservation and **Minister** means the person who is the Minister of Conservation;

party means a party to this deed;

statement of association means a statement of association in clause 2.2; and

statutory area means the statutory area referred to in clause 2.1.

8.2 In the interpretation of this deed, unless the context requires otherwise:

8.2.1 terms and expressions that are not defined in this deed but are defined in the deed of settlement have the meaning in this deed that they have in the deed of settlement; and

8.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this deed; and

8.2.3 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and

8.2.4 the singular includes the plural and vice versa; and

8.2.5 words importing one gender include the other genders; and

8.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted; and

8.2.7 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced; and

8.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and

8.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate; and

8.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the governance entity and the Crown; and

8.2.11 where something is required to be done by or on a day that is not a business day, that thing must be done on or by the next business day after that day; and

8.2.12 a reference to time is to New Zealand time.


8.3 In this deed, references to SO plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.

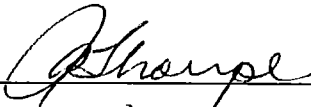
8.4 If there are any inconsistencies between this deed and the deed of settlement, the provisions of the deed of settlement will prevail.



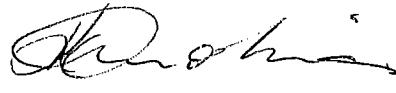
SIGNED as a deed on


Signed by **Ralph Heberley Ngatata Love** as
Owner in the presence of :

) 

Witness: 
Address : Wellington
Occupation: Trust Secretary.

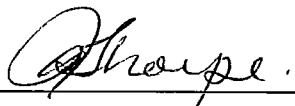
Signed by **Kevin Hikaia Amohia** as
Owner in the presence of :

) 

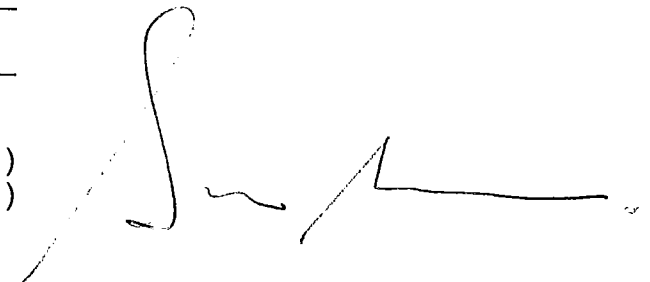
Witness: 
Address : Wellington
Occupation: Trust Secretary.

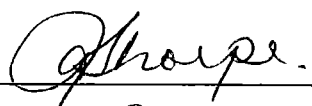
Signed by **Neville McClutchie Baker** as
Owner in the presence of :

) 

Witness: 
Address : Wellington.
Occupation: Trust Secretary.

Signed by **Spencer Waemura Carr** as
Owner in the presence of :

) 

Witness: 
Address : Wellington
Occupation: Trust Secretary

Signed by **June Te Raumange Jackson** as
Owner in the presence of :

June Te R. Jackson

Witness:

Athoupe

Address :

Wellington

Occupation:

Trust Secretary

Signed by **Catherine Maarie Amohia Love** as
Owner in the presence of :

Catherine Amohia Love

Witness:

Athoupe

Address :

Wellington

Occupation:

Trust Secretary

Signed by **Hinekehu Ngaki Dawn McConnell** as
Owner in the presence of :

Hinekehu Dawn McConnell

Witness:

Athoupe

Address :

Wellington

Occupation:

Trust Secretary

Signed by **Rebecca Elizabeth Mellish** as
Owner in the presence of :

Rebecca Elizabeth Mellish

Witness:

Athoupe

Address :

Wellington

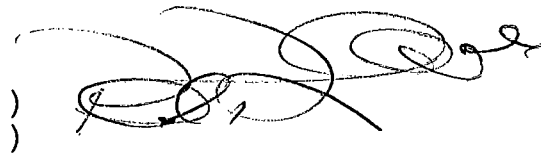
Occupation:

Trust Secretary

Occupation:

Handwritten mark

Signed by **Paul Alfred Reeves** as
Owner in the presence of :



Witness: A Sharp
Address : Wellington
Occupation: Trust Secretary

Signed by **Mark Te One** as
Owner in the presence of :



Witness: A Sharp
Address : Trust Secretary
Occupation: Wellington

SIGNED for and on behalf of
THE SOVEREIGN in right of New
Zealand by the Minister of Conservation
in the presence of:



WITNESS

 Rodley
Name: Cavin Rodley
Occupation: Private Secretary
Address: Wellington

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION
REGARDING DEPARTMENT OF CONSERVATION/ TARANAKI WHANUI KI TE UPOKO O TE
IKA INTERACTION ON SPECIFIED ISSUES**

1 INTRODUCTION

1.1 Under the Deed of Settlement dated 19 August 2008 between Taranaki Whanui ki Te Upoko o Te Ika and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Conservation (the "Minister") would issue a Protocol ("the Protocol") setting out the manner in which the Department of Conservation ("the Department") will interact with the Taranaki Whanui ki Te Upoko o Te Ika governance entity ("the governance entity") in relation to matters specified in the Protocol. These matters are:

- 1.1.1 Purpose of the Protocol – Part 2
- 1.1.2 DOC Protocol Area – Part 3
- 1.1.3 Terms of Issue – Part 4
- 1.1.4 Implementation and Communication – Part 5
- 1.1.5 Annual Meeting with the Director-General of Conservation – Part 6
- 1.1.6 Business Planning – Part 7
- 1.1.7 Cultural Materials – Part 8
- 1.1.8 Historic Resources - Wahi Tapu – Part 9
- 1.1.9 Natural Heritage – Part 10
- 1.1.10 Marine Mammals – Part 11
- 1.1.11 Species Management – Part 12
- 1.1.12 Freshwater Fisheries – Part 13
- 1.1.13 Marine Reserves – Part 14
- 1.1.14 Pest Control – Part 15
- 1.1.15 Resource Management Act 1991 – Part 16
- 1.1.16 Visitor and Public Information – Part 17
- 1.1.17 Concession Applications – Part 18
- 1.1.18 Place Names – Part 19



1.1.19 Statutory Land Management – Part 20

1.1.20 Consultation – Part 21

1.1.21 Contracting for Services – Part 22

1.1.22 Protocol Review.

- 1.2 The governance entity describes its association with natural resources as inclusive of mana atua (its spiritual and cultural connection with the land), mana whenua (its land as an economic base) and mana tangata (its social organisation on the land).
- 1.3 The governance entity has a responsibility in relation to the preservation, protection and management of natural and historic resources in the protocol area as kaitiaki under tikanga Maori, to preserve, protect, and manage natural and historic resources within the DOC Protocol Area. The Department acknowledges this kaitiakitanga role and the burden of maintaining that role.
- 1.4 When the Department requests cultural and/or spiritual practices to be undertaken by Taranaki Whanui ki Te Upoko o Te Ika within the DOC Protocol Area the Department will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- 1.5 Both the Department and governance entity are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve over time the conservation policies, actions and outcomes sought by both the governance entity and the Department.
- 1.6 The purpose of the Conservation Act 1987 is to enable the Department “to manage for conservation purposes, all land, and all other natural and historic resources” under that Act and to administer the statutes in the First Schedule to the Act (together, the “Conservation Legislation”). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.
- 1.7 A primary function of the Department is to manage for conservation purposes various lands, and natural and historic resources. As part of this, one of the Department’s key aims is conserving the full range of New Zealand’s ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of threatened species, in particular those most at risk of extinction.

2 PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and the governance entity to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.
- 2.2 This Protocol sets out a framework that enables the Department and the governance entity to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for the governance entity to have meaningful input into certain policy, planning and decision-making processes in the Department’s management of Crown conservation lands and fulfilment of statutory responsibilities within the DOC Protocol Area.



3 PROTOCOL AREA

- 3.1 The Protocol applies across the DOC Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section 17 of the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2009 (the "Settlement Legislation") and clause 5.3.1 of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Department shall establish and maintain effective and efficient communications with the governance entity on a continuing basis by:
- 5.1.1 maintaining information on the governance entity's office holders, and their addresses and contact details;
 - 5.1.2 appointing the Poneke Area Office Manager as the primary departmental contact for the governance entity who will act as a liaison person with other departmental staff;
 - 5.1.3. providing for the governance entity to meet with key members of the Department's National Office three times a year, unless otherwise agreed;
 - 5.1.4 providing reasonable opportunities for the governance entity to meet with departmental managers and staff;
 - 5.1.5 holding alternate meetings at the Area Office and a governance entity marae or other venue chosen by the governance entity to discuss issues that may have arisen every six months, unless otherwise agreed. The parties may also, led by the governance entity, arrange for an annual report back to the affiliate iwi and hapu of the governance entity in relation to any matter associated with the implementation of this Protocol; and
 - 5.1.6 training relevant staff and briefing Conservation Board members on the content of the Protocol.
- 5.2 The Department and the governance entity shall, where relevant, inform conservation stakeholders about this Protocol and the Taranaki Whanui ki Te Upoko o Te Ika settlement, and provide ongoing information as required.
- 5.3 The Department shall advise the governance entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Taranaki Whanui ki Te Upoko o Te Ika within the DOC Protocol Area, and provide copies of such documents to the governance entity to study those reports.
- 5.4 The Department shall invite the governance entity to participate in specific departmental projects, including education, volunteer and conservation events that may be of interest to Taranaki Whanui ki Te Upoko o Te Ika.



6 DIRECTOR-GENERAL OF CONSERVATION

- 6.1 In recognition that the National Office of the Department is situated in the rohe of Taranaki Whanui ki Te Upoko o Te Ika, the Director-General of Conservation will meet with the governance entity on an annual basis to discuss the relationship between the Department and the governance entity.

7 BUSINESS PLANNING

- 7.1 The Department's annual business planning process determines the Department's conservation work priorities.
- 7.2 The Poneke Area Office Manager will meet with the governance entity on a regular basis to present a synopsis of the Department's proposed work programme as it relates to the DOC Protocol Area.
- 7.3 The Department shall provide opportunities for the governance entity to be involved in any relevant Conservation Management Strategy reviews or Management Plans, within the DOC Protocol Area.
- 7.4 The process for the governance entity to identify and/or develop specific projects for consideration by the Department is as follows:
- 7.4.1 the Department and the governance entity will on an annual basis identify priorities for undertaking specific projects requested by the governance entity. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities;
 - 7.4.2 the decision on whether any specific projects will be funded in any business year will be made by the General Manager Operations (Northern) and Wellington Conservator after following the co-operative processes set out above;
 - 7.4.3 if the Department decides to proceed with a specific project requested by the governance entity, the governance entity and the Department may meet again to finalise a work plan, timetable and funding before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and
 - 7.4.4 if the Department decides not to proceed with a specific project it will communicate to the governance entity the factors that were taken into account in reaching that decision.
- 7.5 The Department will approach the governance entity with potential departmental projects in the DOC Protocol Area to seek the governance entity's views on those projects, and to discuss if the governance entity would wish to be involved in or to contribute to those projects.

8 CULTURAL MATERIALS

- 8.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the DOC Protocol Area and which are important to the governance entity in maintaining and expressing its cultural values and practices.



- 8.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.
- 8.3 In relation to cultural materials, the Minister and/or Director-General shall:
- 8.3.1 consider and, where appropriate, approve, reasonable requests from the governance entity for access to and use of cultural materials within the DOC Protocol Area when required for cultural purposes, in accordance with the relevant legislation;
 - 8.3.2 consult the governance entity when a request is received from any person or entity for the use of cultural materials;
 - 8.3.3 agree, where appropriate, for the governance entity to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes;
 - 8.3.4 assist, as far as reasonably practicable, the governance entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the governance entity in the establishment of its own cultivation areas; and
 - 8.3.5 provide, as far as reasonably practicable, ongoing advice to the governance entity for the management and propagation of the plant stock.
- 8.4 The Department and the governance entity shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.

9 HISTORIC RESOURCES – WAHI TAPU

- 9.1 The governance entity consider that their wahi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.
- 9.2 The Department has a statutory role to conserve historic resources in protected areas and shall endeavour to do this for sites of significance to the governance entity in association with the governance entity and according to tikanga.
- 9.3 The Department accepts that non-disclosure of locations of places known to the governance entity may be an option that the governance entity chooses to take to preserve the wahi tapu nature of places. There may be situations where the governance entity will ask the Department to treat information it provides on wahi tapu sites in a confidential way.
- 9.4 The Department and the governance entity shall work together to establish processes for dealing with information on wahi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of the governance entity.



- 9.5 The Department shall work with the governance entity at the Area Office level to respect Taranaki Whanui ki Te Upoko o Te Ika values attached to identified wahi tapu and other places of significance on lands administered by the Department by:
- 9.5.1 discussing with the governance entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Taranaki Whanui ki Te Upoko o Te Ika can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the DOC Protocol Area;
 - 9.5.2 managing sites of historic significance to the governance entity according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with the governance entity;
 - 9.5.3 informing the governance entity if taonga or koiwi are found within the DOC Protocol Area; and
 - 9.5.4 assisting in recording and protecting wahi tapu and other places of cultural significance to the governance entity where appropriate, to seek to ensure that they are not desecrated or damaged.

10 NATURAL HERITAGE

- 10.1 In recognition of the cultural, historic and traditional association of the governance entity with natural heritage resources found within the DOC Protocol Area for which the Department has responsibility, the Department shall:
- 10.1.1 inform the governance entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the governance entity to participate in these programmes; and
 - 10.1.2 advise the governance entity of research projects and provide opportunities where reasonably practicable for the governance entity to participate in that research.

11 MARINE MAMMALS

- 11.1 Taranaki Whanui ki Te Upoko o Te Ika has a tikanga responsibility in relation to the preservation, protection and disposal of marine mammals within the DOC Protocol Area to ensure cultural protocols are observed in the interaction with and handling of these mammals.
- 11.2 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.



- 11.3 The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.
- 11.4 The Department believes that there are opportunities to meet the cultural interests of Taranaki Whanui ki Te Upoko o Te Ika and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Taranaki Whanui ki Te Upoko o Te Ika of bone and other material for cultural purposes from dead marine mammals.
- 11.5 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make every effort to inform the governance entity before any decision to euthanise.
- 11.6 Both the Department and Taranaki Whanui ki Te Upoko o Te Ika acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead mammals, including their availability to the governance entity, will depend on the species.
- 11.7 The following species ("category 1 species") are known to strand most frequently on New Zealand shores. In principle these species should be available to the governance entity for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:
- 11.7.1 common dolphins (*Delphinus delphis*)
- 11.7.2 long-finned pilot whales (*Globicephala melas*)
- 11.7.3 sperm whales (*Physeter macrocephalus*).
- 11.8 The following species ("category 2 species") are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the governance entity after autopsy if requested.
- all baleen whales
 - short-finned pilot whale (*Globicephala macrorhynchus*)
 - beaked whales (all species, family Ziphiidae)
 - pygmy sperm whale (*Kogia breviceps*)
 - dwarf sperm whale (*Kogia simus*)
 - bottlenose dolphin (*Tursiops truncatus*)



- Maui's dolphin (*Cephalorhynchus hectori maui*)
- dusky dolphin (*Lagenorhynchus obscurus*)
- Risso's dolphin (*Grampus griseus*)
- spotted dolphin (*Stenella attenuata*)
- striped dolphin (*Stenella coeruleoalba*)
- rough-toothed dolphin (*Steno bredanensis*)
- southern right whale dolphin (*Lissodelphis peronii*)
- spectacled porpoise (*Australophocoena dioptrica*)
- melon-headed whale (*Peponocephala electra*)
- pygmy killer whale (*Feresa attenuata*)
- false killer whale (*Pseudorca crassidens*)
- killer whale (*Orcinus orca*)
- any other species of cetacean previously unknown in New Zealand waters.

11.9 If the governance entity does not wish to recover the bone or otherwise participate the governance entity will notify the Department whereupon the Department will take responsibility for disposing of the carcass.

11.10 Because the in-situ recovery of bones involves issues relating to public safety, including the risk of infection from dead and decaying tissue, it needs to be attempted only by the informed and skilled. Governance entity bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that generally burial will be the most practical option.

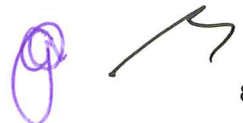
11.11 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by the governance entity, the Department will meet the costs incurred up to the estimated costs which would otherwise have been incurred by the Department to carry out the disposal.

11.12 The Department will:

11.12.1 reach agreement with the governance entity on authorised key contact people who will be available at short notice to make decisions on the desire of the governance entity to be involved when there is a marine mammal stranding;

11.12.2 promptly notify the key contact people of all stranding events;

11.12.3 discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet



all the health and safety requirements and to avoid the possible violation of Taranaki Whanui ki Te Upoko o Te Ika tikanga; and

11.12.4 consult with the governance entity in developing or contributing to research and monitoring of marine mammal populations within the DOC Protocol Area.

12 SPECIES MANAGEMENT

12.1 One of the Department's primary objectives is to ensure the survival of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.

12.2 In recognition of the cultural, spiritual, historical and/or traditional association of the governance entity with species found within the DOC Protocol Area for which the Department has responsibility, the Department shall in relation to any species that the governance entity may identify as important to them through the processes provided under clauses 5 and 7 of this Protocol:

12.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, where reasonably practicable, inform and provide opportunities for the governance entity to participate in that programme;

12.2.2 advise the governance entity in advance of any Conservation Management Strategy amendments or reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the DOC Protocol Area;

12.2.3 where research and monitoring projects are being carried out by the Department within the DOC Protocol Area, where reasonably practicable provide the governance entity with opportunities to participate in those projects; and

12.2.4 advise the governance entity of the receipt of any completed research reports relating to any species within the DOC Protocol Area and provide copies of such report to the governance entity.

13 FRESHWATER FISHERIES

13.1 Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act.

13.2 The Department shall consult with the governance entity, and provide for its participation where reasonably practicable in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.

13.3 The Department shall work at the Poneke Area Office level to provide for the active participation of the governance entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:



- 13.3.1 seeking to identify areas for co-operation in advocacy, consistent with clause 16.3.1 of this Protocol, focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;
- 13.3.2 consulting with the governance entity in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;
- 13.3.3 considering the governance entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and
- 13.3.4 processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

14 MARINE RESERVES

- 14.1 Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.
- 14.2 Within the DOC Protocol Area, the Department will work at both the Conservancy and Area Office level to:
 - 14.2.1 notify the governance entity prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application by a third party, for the establishment of a marine reserve;
 - 14.2.2 provide the governance entity with any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve;
 - 14.2.3 provide the governance entity with all information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve;
 - 14.2.4 seek input from the governance entity on any application for a marine reserve within the DOC Protocol Area and use reasonable efforts to address any concerns expressed by the governance entity;
 - 14.2.5 involve the governance entity in any marine protection planning forums affecting the DOC Protocol Area; and
 - 14.2.6 involve the governance entity in the management of any marine reserve created.



15 PEST CONTROL

- 15.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from terrestrial, aquatic and marine pests. This is to be done in a way that maximises the value from limited resources available to do this work.
- 15.2 The Department shall:
- 15.2.1 seek and facilitate early consultation with the governance entity on pest control activities within the DOC Protocol Area, particularly in relation to the use of poisons;
 - 15.2.2 provide the governance entity with opportunities to review and assess programmes and outcomes; and
 - 15.2.3 where appropriate, consider co-ordinating its pest control programmes with those of the governance entity when the governance entity is an adjoining landowner.

16 RESOURCE MANAGEMENT ACT 1991

- 16.1 The governance entity and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 16.2 From time to time, the governance entity and the Department will seek to identify issues of likely mutual interest for discussion. It is recognised that the Department and the governance entity will continue to make separate submissions in any Resource Management Act processes.
- 16.3 In carrying out advocacy under the Resource Management Act 1991, the Department shall:
- 16.3.1 discuss with the governance entity the general approach that may be taken by Taranaki Whanui ki Te Upoko o Te Ika and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
 - 16.3.2 have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
 - 16.3.3 make non-confidential resource information available to the governance entity to assist in improving their effectiveness in resource management advocacy work.

17 VISITOR AND PUBLIC INFORMATION

- 17.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.



- 17.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to the governance entity of their cultural, traditional and historic values, and the association of Taranaki Whanui ki Te Upoko o Te Ika with the land the Department administers within the DOC Protocol Area.
- 17.3 The Department shall work with the governance entity at the Area Office level to encourage respect for Taranaki Whanui ki Te Upoko o Te Ika cultural heritage values by:
- 17.3.1 seeking to raise public awareness of any positive conservation partnerships between the governance entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars; and
- 17.3.2 ensuring that information contained in the Department's publications is accurate and appropriate by:
- (a) obtaining the consent of the governance entity for disclosure of information from it, and
 - (b) consulting with the governance entity prior to the use of information about Taranaki Whanui ki Te Upoko o Te Ika values for new interpretation panels, signs and visitor publications.

18 CONCESSION APPLICATIONS

- 18.1 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the governance entity to identify categories of concessions that will or may impact on the cultural, spiritual or historic values of Taranaki Whanui ki Te Upoko o Te Ika.
- 18.2 In relation to the concession applications within the categories identified by the Department and governance entity under clause 18.1, the Minister will:
- 18.2.1 encourage applicants to consult with the governance entity in the first instance;
- 18.2.2 consult with the governance entity with regard to any applications or renewals of applications within the DOC Protocol Area, and seek the input of the governance entity by:
- (a) providing for the governance entity to indicate within 2 working days whether an application for a One Off Concession has any impacts on Taranaki Whanui ki Te Upoko o Te Ika cultural, spiritual and historic values. If no response is received within 2 working days the Department may continue to process the concession application;
 - (b) providing for the governance entity to indicate within 10 working days whether any other application has any impacts on Taranaki Whanui ki Te Upoko o Te Ika cultural, spiritual and historic values; and
 - (c) if the governance entity indicates that an application under clause 18.2.2(b) has any such impacts, allowing a reasonable specified timeframe (of at least a further 10 working days) for comment;



- 18.2.3 when a concession is publicly notified, the Department will at the same time provide separate written notification to the governance entity;
- 18.2.4 prior to issuing concessions to carry out activities on land managed by the Department within the DOC Protocol Area, and following consultation with the governance entity, the Minister will:
- (a) advise the concessionaire of the governance entity tikanga and values and encourage communication between the concessionaire and the governance entity if appropriate; and
 - (b) encourage the concessionaire to consult with the governance entity before using cultural information of Taranaki Whanui ki Te Upoko o Te Ika.
- 18.2.5 ensure when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties be required to manage the land according to the standards of conservation practice mentioned in clause 9.5.2.

19 PLACE NAMES

- 19.1 When Crown conservation areas in the DOC Protocol Area are to be named, the Department shall seek a recommendation from the governance entity on an appropriate name.

20 STATUTORY LAND MANAGEMENT

- 20.1 From time to time, the Minister may vest a reserve in a local authority or other appropriate entity; or appoint a local authority to control and manage a reserve. When such an appointment or vesting is contemplated for sites in the DOC Protocol Area, the Department will consult the governance entity.

21 CONSULTATION

- 21.1 Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with the governance entity in each case are:
- 21.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;
 - 21.1.2 providing the governance entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the consultation;
 - 21.1.3 ensuring that sufficient time is given for the effective participation of the governance entity, including the preparation of submissions by the governance entity, in relation to any of the matters that are the subject of the consultation;
 - 21.1.4 ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the governance entity may have in relation to any of the matters that are subject to the consultation.



21.2 Where the Department has consulted with the governance entity as specified in clause 21.1, the Department will report back to the governance entity on the decision made as a result of any such consultation.

22 CONTRACTING FOR SERVICES

22.1 Where appropriate, the Department will consider using the governance entity as a provider of professional services.

23 PROTOCOL REVIEW

23.1 The first review of this protocol will take place no later than 12 months from the Settlement Date. Thereafter, the protocol will be reviewed on a two yearly basis.

24 DEFINITIONS

24.1 In this Protocol:

Conservation Legislation means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

Conservation Management Strategy has the same meaning as in the Conservation Act 1987;

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated.

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust;

Kaitiaki means environmental guardians;

One Off Concession means a concession granted under Part 3B of the Conservation Act 1987 for an activity that-

- (a) does not require a lease or licence; and
- (b) is assessed as having very low effects; and
- (c) complies with all relevant legislation, the relevant Conservation Management Strategy and Conservation Management Plans; and
- (d) where relevant, has clearly defined numbers of trips and/or landings; and
- (e) does not involve permanent structures; and



- (f) does not have a duration of more than three months; and
- (g) does not take place more than twice in any given six month period;

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation to the Taranaki Whanui ki Te Upoko o Te Ika governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

Settlement Date means the date that is 20 business days after the date on which the Settlement Legislation comes into force;

Taonga refers to any artefact or object that is associated with Maori culture or identity;

Taranaki Whanui ki Te Upoko o Te Ika has the meaning set out in clause 8.1 of the Deed of Settlement;

Tikanga Maori refers to Maori traditional customs.

ISSUED on 31st August 2009

SIGNED for and on behalf of THE SOVEREIGN in right of New Zealand by the Minister of Conservation:




WITNESS

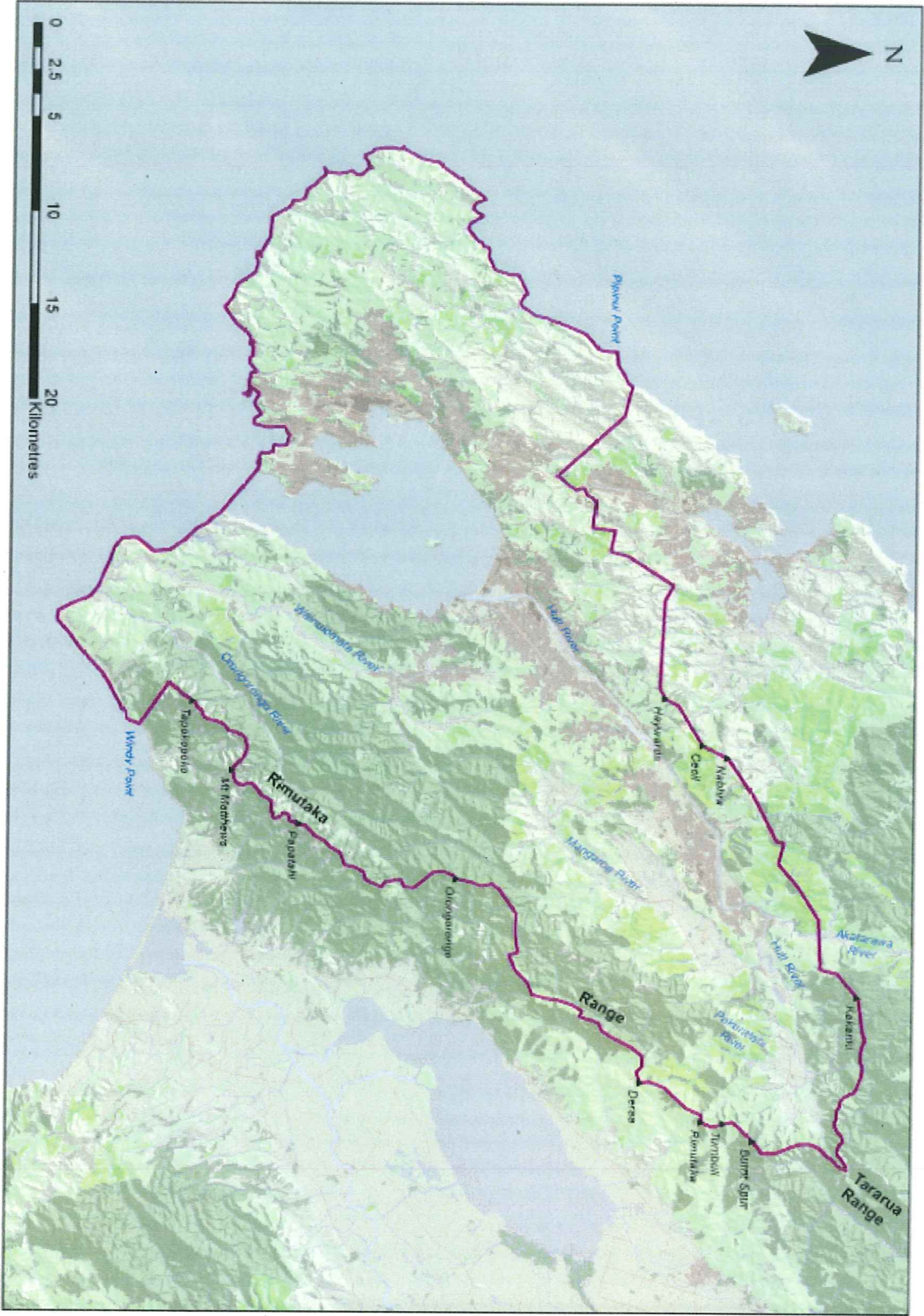
Name:

Occupation:

Address:


Gavin Rodley
Private secretary
Wellington

ATTACHMENT A
DOC PROTOCOL AREA



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ATTACHMENT B
TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule); and

1.1.2 this Protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials, and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section 17 of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section 18 of the settlement legislation provides that protocols do not restrict:

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (i) introduce legislation and change government policy; and
 - (ii) interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of the responsible Minister or a responsible department; or
- (c) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

4 Noting of this Protocol

4.1 Section 21 of the settlement legislation provides that:

- (1) a summary of the terms of this Protocol must be noted in the conservation documents affecting the DOC protocol area.
- (2) the noting of this Protocol is –
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to a conservation document for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

5 Enforcement of a protocol

5.1 Section 19 of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt, –
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

6 Limitation of rights

6.1 Section 20 of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land held, managed, or administered or flora or fauna managed or administered, under –

- (a) the Conservation Act 1987; or
- (b) the statutes listed in Schedule 1 of that Act.

A handwritten signature in purple ink, consisting of a stylized, cursive letter 'R' with a horizontal line extending to the right.

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES
REGARDING INTERACTION WITH TARANAKI WHĀNUI KI TE UPOKO O TE IKA ON
FISHERIES ISSUES**

1. INTRODUCTION

- 1.1 The Crown, through the Minister of Fisheries (the "**Minister**") and Chief Executive of the Ministry of Fisheries (the "**Ministry**"), recognises that Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua are entitled to have meaningful input into and participation in fisheries management processes that affect fish stocks in the Taranaki Whānui ki Te Upoko o Te Ika Fisheries Protocol Area (the "**Fisheries Protocol Area**") and that are managed by the Ministry under the Fisheries Legislation.
- 1.2 Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua, have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, all such species being taonga of Taranaki Whānui ki Te Upoko o Te Ika, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.3 Under the Deed of Settlement dated 19 August 2008 between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister would issue a Fisheries Protocol (the "**Protocol**") setting out how the Ministry will interact with Taranaki Whānui ki Te Upoko o Te Ika (the "**governance entity**") in relation to matters specified in the Protocol. These matters are:
 - 1.3.1 recognition of the interests of Taranaki Whānui ki Te Upoko o Te Ika in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area;
 - 1.3.2 development of sustainability measures, fisheries regulations and fisheries plans;
 - 1.3.3 customary non-commercial fisheries management;
 - 1.3.4 research planning;
 - 1.3.5 nature and extent of fisheries services;
 - 1.3.6 contracting for services;
 - 1.3.7 employment of staff with customary non-commercial fisheries responsibilities;
 - 1.3.8 Rāhui; and
 - 1.3.9 changes to policy and legislation affecting this Protocol.
- 1.4 For the purposes of this Protocol, the governance entity is the body representative of the whānau, hapū and iwi of Taranaki Whānui ki Te Upoko o Te Ika who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area.
- 1.5 Taranaki Whānui ki Te Upoko o Te Ika has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries. This derives from the status of Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions. The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and international obligations. This enables efficient resource use and ensures the integrity of fisheries management systems.
- 1.6 The Ministry and Taranaki Whānui ki Te Upoko o Te Ika are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles

of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol.

- 1.7. The Minister and the Chief Executive of the Ministry (the "**Chief Executive**") have certain powers, functions, and duties as set out in the Fisheries Act 1996. The Minister also has certain powers, functions and duties under the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.
- 1.8 This Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their powers, functions and duties within the scope of the relevant legislation.
- 1.9 The intention is to create a relationship that achieves the fisheries policies and outcomes sought by both Taranaki Whānui ki Te Upoko o Te Ika and the Ministry, consistent with the Ministry's obligations as set out in clause 1.3.
- 1.10 In accordance with this Protocol, Taranaki Whānui ki Te Upoko o Te Ika will have the opportunity for input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.
- 1.11 The Ministry will advise the governance entity whenever it proposes to consult with a hapū of Taranaki Whānui ki Te Upoko o Te Ika or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect Taranaki Whānui ki Te Upoko o Te Ika interests.

2. PROTOCOL AREA

- 2.1 This Protocol applies across the Fisheries Protocol Area which is defined as the area identified in the map in Attachment A of this Protocol.
- 2.2 The area extends from Windy Point (41°24.0'S 174°59.2'E) west and north along the coast to a point north of Pipinui Point (41°09.3'S 174°46.1'E) and includes all waters extending out to the boundaries of the adjacent Fisheries Management Areas.
- 2.3 The Protocol Area also includes all natural lakes, rivers and streams on the landward side of mean high water spring along this extent of coast line.

3. TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section 17 of the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 (the "**Settlement Legislation**") that implements clause 9.4 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue as set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION OF THIS FISHERIES PROTOCOL

- 4.1 The Ministry will meet with the governance entity to agree a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:
 - 4.1.1 matters raised in this Protocol;
 - 4.1.2 reporting processes to be put in place, for example an annual report to be provided by the Ministry to the governance entity; and
 - 4.1.3 review processes for this Protocol.

- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the effective date.
- 4.3 The Iwi's customary commercial activities are regulated through the Māori Fisheries Act 2004. The Act provides for the establishment of a Mandated Iwi Organisation which has responsibilities for iwi commercial fisheries and aquaculture in the Protocol Area. It also has responsibilities in customary non-commercial fisheries. Consequently, the governance entity may from time to time designate other groups that they feel are appropriate to speak on their behalf or represent them in discussions on some or all of this Protocol.
- 4.4 The Ministry and the governance entity will establish and maintain effective and efficient communication with each other on a continuing basis, by:
- 4.4.1 the governance entity providing, and the Ministry maintaining, information on their management arrangements, office holders, and their addresses and contact details;
 - 4.4.2 the Ministry providing, and the governance entity maintaining, information on a primary Ministry contact;
 - 4.4.3 providing reasonable opportunities for the governance entity and Ministry managers and staff to meet with each other, including arranging annual meetings to discuss and (if possible) resolve any issue that has arisen in the past 12 months; and
 - 4.4.4 the Ministry identifying staff positions that will be working closely with the governance entity to inform those staff of the contents of this Protocol and their responsibilities and roles under it.
- 4.5 The Ministry will:
- 4.5.1 as far as reasonably practicable, provide the governance entity the opportunity to train relevant Ministry staff on their values and practices; and
 - 4.5.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Taranaki Whānui ki Te Upoko o Te Ika settlement, and provide ongoing information as required.

5 TUNA / EELS

- 5.1 The Ministry recognises that the governance entity has a customary non-commercial interest in the tuna/eel fishery within the Fisheries Protocol Area. In particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna from glass eel harvested in the area.
- 5.2 In each of the three years after the Settlement Date, upon written notice, the governance entity may apply to the Chief Executive for a special permit under section 97 of the Fisheries Act 1996. Ministry staff shall meet with representatives of the governance entity at a mutually acceptable venue, and consult with them on the following:
- 5.2.1 the maximum quantity of undersized tuna/eel that is likely to be permitted to be taken under a special permit (Permitted Catch) from each of the three sites within the Fisheries Protocol Area (up to a maximum of nine sites during the three year period after the Settlement Date); and
 - 5.2.2 the likely conditions of any Permitted Catch, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch:
 - (a) in waterways in the Fisheries Protocol Area; and
 - (b) to aquaculture farms.

5.3 In recognition of the particular importance of tuna/eel fisheries to the governance entity the Chief Executive will consider, in accordance with relevant legislation and operational processes, any application from the governance entity for a special permit to take undersized tuna (elvers or glass eels) from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.

5.4 For the purposes of clauses 5.1 to 5.3:

5.4.1 tuna/eel is defined as:

- (a) *Anguilla dieffenbachii* (longfinned eel);
- (b) *Anguilla australis* (shortfinned eel); and
- (c) *Anguilla rheinhartii* (Australian longfinned eel); and

5.4.2 undersized tuna/eel is tuna/eel with a weight less than the minimum weight prescribed for the taking of tuna/eel by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

6 PAUA FISHERY

6.1 The Ministry recognises that Taranaki Whānui ki Te Upoko o Te Ika have a customary non-commercial interest in the paua fishery within the Fisheries Protocol Area.

6.2 Officials from the Ministry will provide for input and participation of Taranaki Whānui ki Te Upoko o Te Ika by seeking their views on the management measures to be taken to sustainably manage the paua fishery. Such input and participation will occur prior to any decision being taken to give effect to any proposal. This will be held at a Taranaki Whānui ki Te Upoko o Te Ika marae or any other appropriate venue within the Fisheries Protocol Area that is chosen by the governance entity.

6.3 The Ministry will also provide the governance entity with the opportunity to participate in research planning in the paua fishery. Further, the governance entity will be consulted on the Ministry's compliance planning that would affect the paua fishery. Further details on the governance entity's involvement in research planning are outlined in section 12 of this Protocol.

6.4 The Minister will ensure when considering any proposal affecting the paua fishery in the Fisheries Protocol Area, that the customary non-commercial fishing interests of Taranaki Whānui ki Te Upoko o Te Ika are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

7 THE PARANGARAHU (PENCARROW) LAKES

7.1 The Ministry recognises that Taranaki Whānui ki Te Upoko o Te Ika is the owner of the Parangarahu (Pencarrow) Lake beds (Kohangapiripiri and Kohangatera).

7.2 Officials from the Ministry will provide for the input and participation of the governance entity by seeking their views on fisheries management measures to be taken to sustainably manage fishing in the Parangarahu (Pencarrow) Lakes. Such input and participation will occur prior to any decision being taken to give effect to any proposal and will be held at a Taranaki Whānui ki Te Upoko o Te Ika marae or any other appropriate venue within the Fisheries Protocol Area that is chosen by the governance entity.

7.3 The Ministry would also provide the governance entity the opportunity to participate in research planning for research to be conducted in the Parangarahu (Pencarrow) Lakes and be consulted on the Ministry's compliance planning that would affect the Parangarahu (Pencarrow) Lakes.

8 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS AND CONSULTATION

8.1 The Minister exercises powers and functions under the Fisheries Act 1996 relating to the setting of sustainability measures and the approval of a Fisheries Plan for any species of fish, aquatic life or seaweed within the Fisheries Protocol Area. Further, the Fisheries Act 1996 provides the power to make regulations affecting the Fisheries Protocol Area.

8.2 The Fisheries Act 1996 and The Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 provides the authority for consultation.

8.3 When exercising powers or functions the Minister shall:

8.3.1 provide the governance entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of fisheries plans;

8.3.2 inform the governance entity, in writing, of any proposed changes in relation to:

- (a) the setting of sustainability measures;
- (b) the making, or repealing of fisheries regulations;
- (c) the development/implementation of fisheries plans;

as soon as reasonably practicable to enable Taranaki Whānui ki Te Upoko o Te Ika to respond in an informed way.

8.3.3 provide the governance entity at least 30 working days from receipt of the written information described in clause 8.3.2 in which to respond, verbally or in writing, to any such proposed changes;

8.3.4 as far as reasonably practicable, meet with the governance entity to discuss any proposed changes to sustainability measures, fisheries regulations, or fisheries plans, if requested by the governance entity to do so;

8.3.5 incorporate the views of the governance entity into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or fisheries plans that affect the governance entity's interests, and provide a copy of that advice to the governance entity; and

8.3.6 report back to the governance entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or fisheries plans.

9 MANAGEMENT PLANNING

9.1 The governance entity will develop a fisheries management plan that relates to the Fisheries Protocol Area.

9.2 The Ministry will assist the governance entity, within the resources available to the Ministry, to develop a fisheries management plan that relates to the Fisheries Protocol Area.

9.3 The parties agree that the plan will address:

9.3.1 the objectives of the governance entity for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;

9.3.2 how the governance entity will participate in fisheries management in the Fisheries Protocol Area;

- 9.3.3 how the customary, commercial and recreational fishing interests of the governance entity will be managed in an integrated way; and
- 9.3.4 how the governance entity will participate in the Ministry's sustainability processes that affect fisheries resources and seaweed in the Fisheries Protocol Area.
- 9.4 The parties agree to meet, as soon as reasonably practicable after the effective date, to discuss:
 - 9.4.1 the content of the fisheries management plan, including how the plan will legally express, protect and recognise the mana of Taranaki Whānui ki Te Upoko o Te Ika; and
 - 9.4.2 ways in which the Ministry will work with the governance entity to develop and review the plan.

10 REGIONAL IWI FORUMS

- 10.1 The Ministry is working with Iwi to establish regional Iwi forums to enable Iwi to have input into and participate in processes to address sustainability measures, fisheries regulations, fisheries plans and the establishment of marine protected areas.
- 10.2 Where the Ministry is seeking to establish a regional Iwi forum in an area that will include the Fisheries Protocol Area, the Ministry will ensure that Taranaki Whānui ki Te Upoko o Te Ika will have an opportunity to participate in the development and operation of that forum.

11 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 11.1 The Ministry undertakes to provide the governance entity with such information and assistance (within its resource capabilities) as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
 - 11.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area;
 - 11.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area;
 - 11.1.3 resources to assist the governance entity to carry out their role in the development of fisheries bylaws; and
 - 11.1.4 training the governance entity to enable them to administer and implement the fisheries regulations.

12 RESEARCH PLANNING PROCESS

- 12.1 The Ministry will provide the governance entity with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.
- 12.2 The Ministry will consult with the governance entity on all research proposals for fisheries within the Fisheries Protocol Area.
- 12.3 The Ministry will provide the governance entity, within 30 working days of the execution of the Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time, the Ministry will inform them about those changes.

Paua Fishery

- 12.4 Taranaki Whānui ki Te Upoko o Te Ika has an interest in the conduct of any research involving paua. Where they seek to conduct research on paua, the Ministry will consult with and provide advice to the governance entity on the requirements to undertake such research.
- 12.5 Where other parties wish to conduct research within the Fisheries Protocol Area, the Ministry will consult the governance entity on the research application and take account of its views when considering whether a research permit should be granted or the conditions applying to such a research permit.

13 NATURE AND EXTENT OF FISHERIES SERVICES

- 13.1 The Ministry will each year consult with the governance entity on the Ministry's annual business plan.
- 13.2 The Ministry will provide the governance entity with the opportunity to put forward proposals for the provision of services that they deem necessary for the management of fisheries within the Fisheries Protocol Area.

14 CONTRACTING FOR SERVICES

- 14.1 The Ministry will consult with the governance entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area.

15 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 15.1 The Ministry will consult with the governance entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Taranaki Whānui ki Te Upoko o Te Ika within the Fisheries Protocol Area.
- 15.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other Iwi as well as those of Taranaki Whānui ki Te Upoko o Te Ika, and may be achieved by one or more of the following:
- 15.2.1 consultation on the job description and work programme;
 - 15.2.2 direct notification of the vacancy;
 - 15.2.3 consultation on the location of the position; and
 - 15.2.4 input into the selection of the interview panel.

16 RĀHUI

- 16.1 The Ministry recognises that rāhui is a traditional use and management practice of Taranaki Whānui ki Te Upoko o Te Ika and supports their rights to place traditional rāhui over their customary fisheries.
- 16.2 The Ministry and the governance entity acknowledge that a traditional rāhui placed by the governance entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice.
- 16.3 The governance entity undertakes to inform the Ministry of the placing and the lifting of a rāhui over their customary fisheries.
- 16.4 The Ministry undertakes to inform a representative of any fisheries stakeholder groups that fish in the area, to which the rāhui has been applied, to the extent that such groups exist, of

the placing and lifting of the rāhui by the governance entity over their customary fisheries, in a manner consistent with the understandings outlined in clause 16.2 above.

- 16.5 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by the governance entity over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

17 CONSULTATION

- 17.1 Where the Ministry is required to consult under clauses 6.3, 12.2, 12.4, 12.5, 13.1, 14.1 and 15.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the governance entity in each case are:
- 17.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 17.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 17.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation; and
 - 17.1.4 ensuring that the Ministry will approach consultation with the governance entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 17.2 Where the Ministry has consulted with the governance entity as specified in clause 17.1, the Ministry will report back to the governance entity on the decisions made as a result of any such consultation.

18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 18.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:
- 18.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
 - 18.1.2 make available to the governance entity the information provided to iwi as part of the consultation process referred to in this clause; and
 - 18.1.3 report back to the governance entity on the outcome of any such consultation.

19 DEFINITIONS

- 19.1 In this Protocol:

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

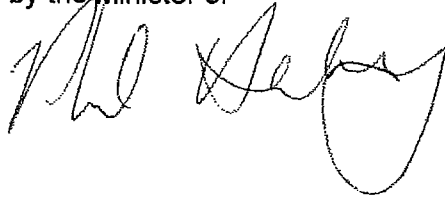
governance entity has the meaning set out in paragraph 8.1 of the provisions schedule to the Deed of Settlement; and

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol.

ISSUED on

11/08/09

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Fisheries:

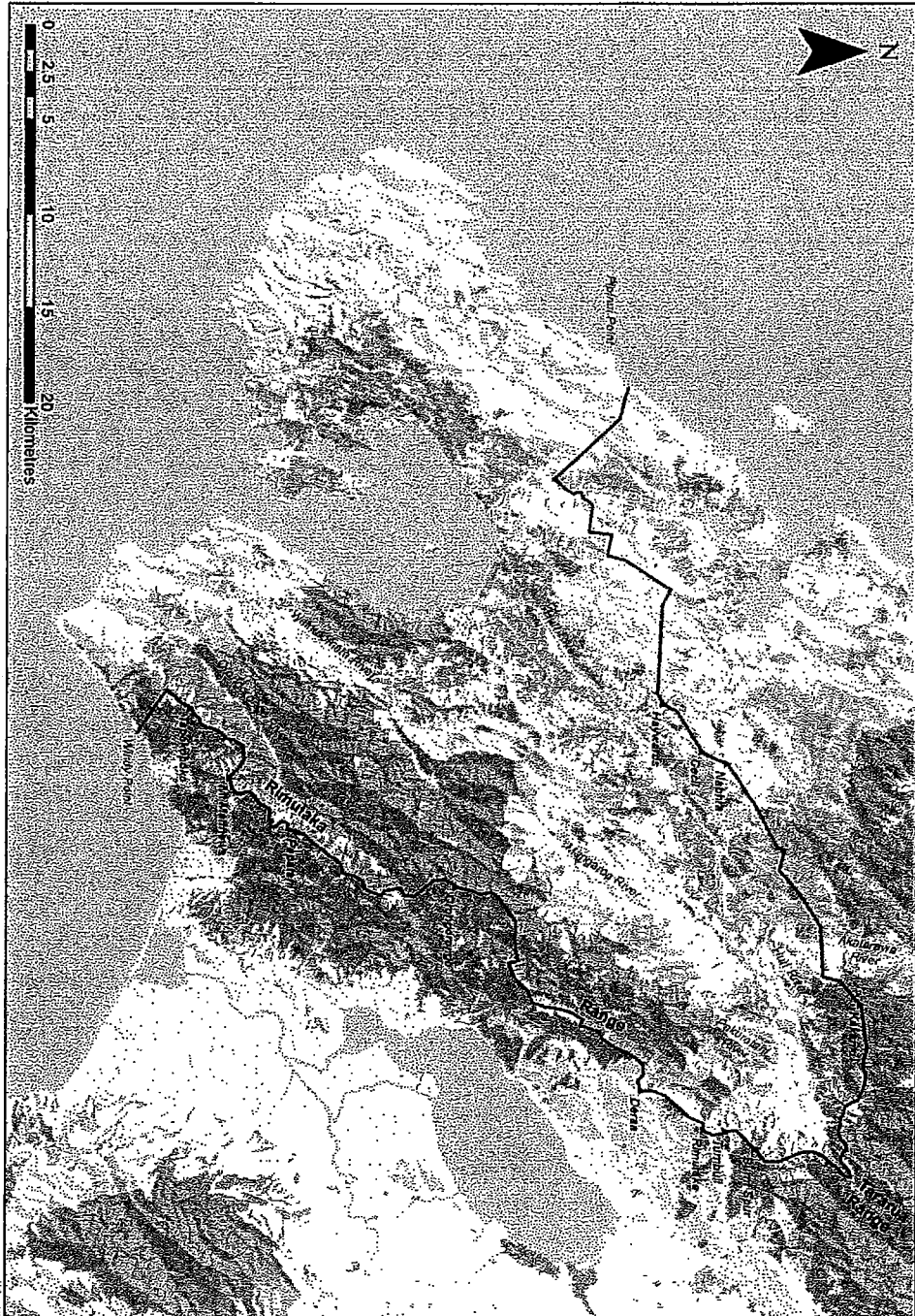


WITNESS

Ferreira

Name: *Simone Ferreira*
Occupation: *Senior Port Secretary to Minister*
Address: *4.1R Executive wing Wellington.*

ATTACHMENT A
FISHERIES PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule);

1.1.2 this Protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials, and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section 17 of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section 18 of the settlement legislation provides that protocols do not restrict:

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (i) introduce legislation and change government policy; and
 - (ii) interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of the responsible Minister or a responsible department; or
- (c) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

4 Noting of this Protocol

4.1 Section 22 of the settlement legislation provides that:

- (1) a summary of the terms of this Protocol must be noted in the fisheries plans affecting the fisheries protocol area.
- (2) the noting of this Protocol is –
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996.

5 Enforcement of a protocol

5.1 Section 19 of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

6 Limitation of rights

6.1 Section 20 of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other

property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:

- (a) the Fisheries Act 1996:
- (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
- (c) the Māori Commercial Aquaculture Claims Settlement Act 2004;
and
- (d) the Māori Fisheries Act 2004.

TARANAKI WHĀNUI (WELLINGTON)

and

HER MAJESTY THE QUEEN

in right of New Zealand

**Agreement in Principle
for the Settlement of the Historical Claims of
Taranaki Whānui (Wellington) in relation to the
Port Nicholson Block (Wellington District)**

13 December 2007

CONFIDENTIAL

Draft Agreement in Principle

Negotiations to Date

- 1 On 27 January 2004, the Crown recognised the deed of mandate of the Port Nicholson Block Claims Team to negotiate, on behalf of Taranaki Whānui (Wellington), an offer for the settlement of the Taranaki Whānui (Wellington) Historical Claims ("the Historical Claims"). On 27 July 2004, the parties entered into Terms of Negotiation ("the Terms of Negotiation"), which set out the scope, objectives and general procedure for negotiations. On 15 September 2006, Ministers recognised that the Port Nicholson Block Claims Team's deed of mandate to negotiate on behalf of Taranaki Whānui (Wellington) had been reconfirmed.
- 2 Negotiations have now reached a stage where the parties wish to enter into this Agreement in Principle recording that the Crown and the Port Nicholson Block Claims Team are willing in principle to settle the Historical Claims by a Deed of Settlement on the basis outlined in this Agreement in Principle.

General

- 3 This Agreement in Principle contains the nature and scope, in principle, of the Crown's offer to settle the Historical Claims of Taranaki Whānui (Wellington).
- 4 The redress offered to Taranaki Whānui (Wellington) to settle the Historical Claims will comprise three main components. These are:
 - a. Historical Account, Crown Acknowledgements, Crown Apology and Taranaki Whānui (Wellington) Statement of Forgiveness;
 - b. Cultural Redress; and
 - c. Financial and Commercial Redress.
- 5 Following the signing of this Agreement in Principle, the parties will work together in good faith to develop, as soon as reasonably practicable, the Taranaki Whānui (Wellington) Deed of Settlement ("the Deed of Settlement"). The Deed of Settlement will include the full details of the redress to settle the Historical Claims and all other necessary matters. This Agreement in Principle and the Deed of Settlement will be conditional on the matters set out in clauses 86 - 92 of this document, including the resolution of overlapping claims and interests.

- 6 The Crown and the Port Nicholson Block Claims Team each reserve the right to withdraw from this Agreement in Principle by giving written notice to the other party.
- 7 This Agreement in Principle:
 - a. is non-binding and does not create legal relations; and
 - b. cannot be used as evidence in any proceedings before, or be presented to, the courts, the Waitangi Tribunal and any other judicial body or tribunal.
- 8 The Terms of Negotiation continue to apply to the negotiations except to the extent affected by this Agreement in Principle.
- 9 Key terms used in this document are defined in clause 94.

The Association of Taranaki Whānui (Wellington) to Wellington

- 10 Subject to further discussion following the signing of this Agreement in Principle, the Crown proposes that the following statement be recorded in the Deed of Settlement:

“For their part, Taranaki Whānui (Wellington) assert exclusive mana whenua over the area defined in Map 1;

For its part, the Crown understands that, from their first permanent occupation of Wellington, Taranaki Whānui (Wellington) have continuously maintained ahi kaa roa in the Taranaki Whānui (Wellington) area of interest”.

- 11 No rights or obligations would flow from this general acknowledgement and it will not be recorded in Settlement Legislation.
- 12 The Port Nicholson Block Claims Team may include other statements to describe how Taranaki Whānui (Wellington) view their interests from the time of the migration of Taranaki Whānui (Wellington) to the Wellington region.

Historical Account, Crown Acknowledgements, Crown Apology and Taranaki Whānui (Wellington) Statement of Forgiveness

- 13 The Historical Account, Crown Acknowledgments and Apology will outline the basis on which the Crown is settling the Historical Claims. Taranaki Whānui (Wellington) intends issuing a Statement of Forgiveness in response.

Historical Account

- 14 The Historical Account will be developed by Taranaki Whānui (Wellington) and the Crown, and will present an agreed understanding of

the historical relationship between the two parties. The Historical Account can be drafted to support the Crown's acknowledgements of Treaty breach and will be included in the Deed of Settlement.

- 15 The Crown and the Port Nicholson Block Claims Team will develop the text of the historical account to be included in the Deed of Settlement, guided by the following key headings (sub-headings provided in Appendix M):

- 1 *Taranaki Whānui (Wellington) in the Port Nicholson Block before 1839*
- 2 *Taranaki Whānui (Wellington) in the Wellington region and the New Zealand Company*
- 3 *Taranaki Whānui (Wellington) in the Wellington region and the Crown: 1840 to 1848*
- 4 *The administration of reserves*
- 5 *The Native Land Court*
- 6 *Development around Te Whanganui a Tara harbour and Waterways*
- 7 *Public Works Takings*
- 8 *The administration of reserves in the Twentieth Century*
- 9 *Cumulative Effects of Treaty Breaches*
- 10 *The pursuit of Justice by Taranaki Whānui (Wellington)*
- 11 *Ongoing Relationship between Taranaki Whānui (Wellington) and the Crown.*

Crown Acknowledgements

- 16 The Crown acknowledges that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles, specifically:
1. *The Crown acknowledges that it failed to consistently protect the interests of Taranaki Whānui (Wellington) during the process by which the Crown and its agents acquired the interests of Taranaki Whānui (Wellington) in the Port Nicholson Block, and that this was a breach of Te Tiriti o Waitangi/ the Treaty of Waitangi and its principles;*
 2. *The Crown acknowledges that Taranaki Whānui (Wellington) have suffered prejudice in relation to the compulsory acquisition and endowment of their lands for public purposes, thus depriving Taranaki Whānui (Wellington) of their resources and rights to develop economic, social and cultural opportunities in respect of*

those lands, and that this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;

3. *The Crown acknowledges that Taranaki Whānui (Wellington) suffered prejudice as a result of certain actions and omissions in relation to the delay in implementing legislation and administration of reserves in which they held a beneficial interest, and that this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;*

4. *The Crown acknowledges that Taranaki Whānui (Wellington) historically have suffered a loss of connection with Wellington Harbour and their lands, forests, waters and natural resources within the Port Nicholson Block area, including the ability to access waahi tapu and harbour resources; and*

that this has adversely affected the ability of Taranaki Whānui (Wellington) to assert and exercise kaitiakitanga, manaakitanga, whanaungatanga and other customary rights and responsibilities.

5. *The Crown acknowledges that the cumulative effect of its breaches of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles significantly undermined the tino rangatiratanga of Taranaki Whānui (Wellington), their economic and social development capacity and their physical, cultural and spiritual well being.*

Crown Apology

- 17 The Crown will offer Taranaki Whānui (Wellington) an Apology in the Deed of Settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 18 An appropriate representative of the Crown will give an oral and written Apology in a form, at a location and on a date agreed with Taranaki Whānui (Wellington).

Taranaki Whānui (Wellington) Statement of Forgiveness

- 19 Following the Crown Apology, Taranaki Whānui (Wellington) intends to issue a statement of forgiveness to the Crown, in the Deed of Settlement, in accordance with Taranaki Whānui (Wellington) tikanga.

Cultural Redress

Cultural Redress Overview

- 20 The Crown offers the following cultural redress based on factors such as the nature and extent of historical Treaty breaches, the redress sought by Taranaki Whānui (Wellington) and the redress instruments available to the Crown. The offer is intended to recognise the traditional, historical, cultural and spiritual associations of Taranaki Whānui (Wellington) with

places and sites owned by the Crown within the Taranaki Whānui (Wellington) area of interest, and to allow Taranaki Whānui (Wellington) and the Crown to protect and enhance the conservation values associated with these areas and sites.

- 21 Unless otherwise specified, the value of the cultural redress is not off-set against the Financial and Commercial Redress Amount.
- 22 The cultural redress offer to the Port Nicholson Block Claims Team consists of the vesting of 17 Crown owned properties in fee simple title to Taranaki Whānui (Wellington). Most sites are subject to express provisions as outlined in the following table (Table 1). The offer also includes the investigation of the vesting of two esplanade reserves and three dendroglyphs in close proximity to the Pencarrow Lakes, and investigation of appropriate management arrangements to operate over the Pencarrow Lakes Block. The cultural redress also includes a number of additional items in clauses 28-46.

Cultural Redress Properties

- 23 The Deed of Settlement and Settlement Legislation will provide for the vesting in the Taranaki Whānui (Wellington) Post Settlement Governance Entity (“the Governance Entity”) on Settlement Date of the fee simple estate of the Cultural Redress Properties subject to the specific conditions and encumbrances noted in Table 1 and clauses 25, 91 and 92.

Table 1: Cultural Redress Properties

Property	Description	Specific conditions or encumbrances (currently known)
Land of Matiu/Somes Island	25.2347 ha, more or less, scientific reserve, historic reserve and lighthouse reserve being Section 2 and 3 SO 20946.	<ul style="list-style-type: none"> • Subject to ongoing reserve status; • Determination with the Port Nicholson Block Claims Team of appropriate management arrangements to ensure that Taranaki Whānui (Wellington) are involved in decision making but that Crown, public and third-party interests are protected; and • Subject to the Greater Wellington Regional Council’s approval to the transfer to the Crown of the lighthouse reserve (0.3465 ha), and protection of access to the lighthouse.
Mokopuna Island	0.7992 ha, more or less, scientific reserve being Section 1 SO 20946.	<ul style="list-style-type: none"> • Subject to ongoing reserve status; and • Determination with the Port

Property	Description	Specific conditions or encumbrances (currently known)
		<p>Nicholson Block Claims Team of appropriate management arrangements to ensure that Taranaki Whānui (Wellington) are involved in decision making but that Crown, public and third-party interests are protected.</p>
Makaro/Ward Island	<p>1.700 ha, more or less, scientific reserve being Section 1 SO 36220.</p>	<ul style="list-style-type: none"> • Subject to ongoing reserve status; and • Determination with the Port Nicholson Block Claims Team of appropriate management arrangements to ensure that Taranaki Whānui (Wellington) are involved in decision making but that Crown, public and third-party interests are protected.
Korokoro Gateway site	<p>Approximately 5.9 ha, more or less, currently comprising:</p> <ul style="list-style-type: none"> • 2.7240 ha, more or less, Department of Conservation stewardship area west of Korokoro stream, Wellington Harbour Reclamation; • 2.7292 ha, more or less, being part of Land Information New Zealand site, Wellington Harbour Reclamation; • 0.261 ha, more or less, being part of the Land Information New Zealand site; and • 0.117 ha, more or less, being part of the Land Information New Zealand site. 	<ul style="list-style-type: none"> • Vest as appropriate reserve classification; • Determination with the Port Nicholson Block Claims Team and Hutt City Council of appropriate management arrangements to ensure that Crown, public and third-party interests are protected; • Water ski club license to occupy, and pipeline; and • Subject to exclusion of any part of the site that is public foreshore and seabed as defined in the Foreshore and Seabed Act 2004.
Pipitea Marae site	<p>0.3276 ha, more or less, being</p> <ul style="list-style-type: none"> • Subdivision A of Section 542, Subdivision B of Section 544, Part Section 544 and Section 1269 Town of Wellington and Part Lot 1 Application Plan 823 	<ul style="list-style-type: none"> • Subject to an appropriate lease of the land, following discussions with Māori Trustee and the Ngāti Poneke Māori Association • Excludes improvements.

Property	Description	Specific conditions or encumbrances (currently known)
Transfer of Properties for Urupā Purposes	The Crown agrees to the transfer of three sites to Taranaki Whānui (Wellington) for use for urupā purposes, one site in the Makara area; one in the Gracefield area; and one site in the Wainuiomata area.	<ul style="list-style-type: none"> • Subject to agreement between Taranaki Whānui (Wellington) and the Crown on suitable sites; • Subject to the provision of evidence regarding the cultural association of Taranaki Whānui (Wellington) and the sites in question; • Subject to the agreement of current land owners; • Subject to the urupā sites being confirmed on the title as being for urupā purposes; and • Subject to the urupā sites being inalienable.
Lakebed stratum of Lake Kohangatera	The lakebed covered by water, within the 34 ha, more or less, Government Purpose (Wildlife Management) Reserve being Lot 5 DP 53891.	<ul style="list-style-type: none"> • The Crown to retain ownership and management of the remaining area, which will be a scientific reserve. This will include the Crown stratum (the space occupied by the water and the airspace above the water) and the dry land falling within the scientific reserve; • Determination with the Port Nicholson Block Claims Team and relevant local authorities of appropriate management arrangements to ensure that Taranaki Whānui (Wellington) are involved in decision making but that Crown, public and third-party interests are protected; and • Subject to exclusion of any part of the site that is public foreshore and seabed as defined in the Foreshore and Seabed Act 2004.
Lakebed stratum of Lake Kohangapiripiri	<p>The lakebed covered by water, within Lot 9 DP 53891 and Part Parangarahu 6, currently comprising:</p> <ul style="list-style-type: none"> • 8.7900 ha, more or less, Government Purpose (Wildlife Management) Reserve; and • 3 ha, more or less, currently owned by Hutt 	<ul style="list-style-type: none"> • Subject to completion of the transfer to the Crown of the 3ha part of the lakebed currently owned by the Hutt City Council; • The Crown to retain ownership and management of the remaining area, which will be a scientific reserve. This will include the Crown stratum (the space occupied by the water and the airspace above the

Property	Description	Specific conditions or encumbrances (currently known)
	City Council to be transferred to Crown ownership.	<p>water) and the dry land falling within the scientific reserve;</p> <ul style="list-style-type: none"> • Determination with the Port Nicholson Block Claims Team of and relevant local authorities of appropriate management arrangements to ensure that Taranaki Whānui (Wellington) are involved in decision making but that Crown, public and third-party interests are protected; and • Subject to exclusion of any part of the site that is public foreshore and seabed as defined in the Foreshore and Seabed Act 2004.
Point Dorset Recreation Reserve	8.3370 ha, more or less, being Section 1 SO 38155.	<ul style="list-style-type: none"> • Subject to ongoing reserve status; and • Determination with the Port Nicholson Block Claims Team and Wellington City Council of appropriate management arrangements to ensure that Crown, public and third-party interests are protected.
1 Thorndon Quay	0.0564 ha being Section 1 SO 35738.	
81-87 Thorndon Quay	0.0871 ha more or less being Part Lots 7 & 8 Plan A/1064 and Part Pipitea Pā 9 Block.	
Wi Tako Scenic Reserve	59.2230 ha being Part Section 206 Hutt District.	<ul style="list-style-type: none"> • Subject to ongoing reserve status; • Determination with the Port Nicholson Block Claims Team and the Upper Hutt City Council of appropriate management arrangements to ensure that Crown, public and third-party interests are protected; and • Investigation and resolution of any issues associated with the possible power cable easement from Chatsworth Road to north.
Waiwhetu Road / Whites Line East section	0.1312 ha being Part Lot 1 DP 23719 (OTS landbank property no. 823).	

Property	Description	Specific conditions or encumbrances (currently known)
Former Wainuiomata College	7.6897 ha being Part Lot 1 DP 20910	
Former Wainuiomata Intermediate School	4.0288 being Lots 28-38 DP 21094	

- 24 Maps of the Cultural Redress properties identified in Table 1 are attached in Map 1 (overview), and Maps 2-15.
- 25 Unless otherwise specified, the Governance Entity will be responsible for the maintenance of the Cultural Redress Properties, including any future pest control, fencing, and removal of refuse if required. The Governance Entity will also become liable for the payment of any rates that become payable after vesting of the Cultural Redress Properties in the Governance Entity.

Offer to discuss vesting of further sites

Pencarrow sites

- 26 There are three discrete sites in close proximity to Lakes Kohangatera and Kohangapiripiri containing dendroglyphs that are of particularly high cultural significance to Taranaki Whānui (Wellington). The lakes are also surrounded by esplanade reserves owned by the Hutt City Council. The esplanade reserves consist of 7.8 ha more or less surrounding Lake Kohangatera, and 3.28 ha, more or less, surrounding Lake Kohangapiripiri. The Crown offers to investigate with the Greater Wellington Regional Council, the Hutt City Council and the Port Nicholson Block Claims Team the vesting of the three dendroglyph sites and esplanade reserves in the Governance Entity, subject to the Councils' consent and the investigation of an appropriate management arrangement to ensure Crown, public and third-party interests are protected. This offer is subject to the exclusion of any part of the site that is public foreshore and seabed as defined in the Foreshore and Seabed Act 2004. Maps of the above five properties are attached as Maps 16-18.
- 27 Any possible vesting of the three dendroglyph sites and esplanade reserves in Taranaki Whānui (Wellington) will also be conditional on clauses 25, 91 and 92.

Additional items of cultural redress

Future management of specified Cultural Redress Properties

- 28 As noted in Table 1, certain Cultural Redress Properties are proposed for vesting in the Governance Entity and subject to determination with the

Port Nicholson Block Claims Team and relevant local authority of an appropriate management arrangement to ensure that Crown, public and third-party interests are protected. In these instances the Crown will encourage the relevant local authority to discuss with the Port Nicholson Block Claims Team appropriate arrangements for the management of the sites.

Taranaki Whānui (Wellington) proposal for separate legislation

- 29 Taranaki Whānui (Wellington) has proposed separate legislation for the redress concerning the Wellington Harbour Islands and the Pencarrow Lakes. The Crown will further discuss this proposal with the Port Nicholson Block Claims Team after the signing of this Agreement in Principle and once appropriate management arrangements have been agreed for these sites.

Management Arrangements over the Pencarrow Lakes Block

- 30 The Crown understands that the wider Pencarrow / Parangarahu area is of cultural significance to Taranaki Whānui (Wellington). The Crown offers to discuss with the Port Nicholson Block Claims Team and relevant local authorities, after the signing of the Agreement in Principle, the development of appropriate management arrangements over the Pencarrow Lakes Block. The four key participants in any management arrangement are likely to be the Department of Conservation, the Hutt City Council, the Greater Wellington Regional Council and the Governance Entity.

Pouwhenua redress

- 31 The Crown offers to discuss with Taranaki Whānui (Wellington) the placing of pouwhenua on Crown-owned sites in the Taranaki Whānui (Wellington) area of interest that are of particular cultural significance to Taranaki Whānui (Wellington), subject to the Governance Entity maintaining responsibility for the pouwhenua. The Port Nicholson Block Claims Team has presented an initial list of possible sites for the placement of pouwhenua.

Protocols with Key Government Agencies

- 32 A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- c. exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
 - d. consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.
- 33 The Deed of Settlement and the Settlement Legislation will provide for the following Ministers to issue protocols to the Governance Entity:
- a. the Minister of Conservation;

- b. the Minister for Arts, Culture and Heritage; and
 - e. the Minister of Fisheries.
- 34 The Crown proposes that the protocols will, in substance, be on the same terms as those provided in recent Treaty settlements. All protocols will be developed to comply with the applicable legislation. In each case, the protocol areas will be the same as the Taranaki Whānui (Wellington) area of interest, together with adjacent coastal waters, to the extent that adjacent waters are covered by the applicable legislation. The matters that the Crown proposes each of the protocols will cover are set out below. It is proposed that the protocols will be drafted following the signing of the Agreement in Principle.

Department of Conservation Protocol

- 35 The Conservation Protocol could cover matters such as:
- a. input into business planning and conservation management at the Department of Conservation Area Office level;
 - b. access to, and use of, cultural materials gathered from public conservation land for traditional purposes;
 - c. the management of cultural and historic heritage sites, including wāhi tapu and wāhi taonga, and other places of historical and cultural significance to Taranaki Whānui (Wellington) on public conservation land;
 - f. visitor and public information, in particular, opportunities for input into visitor appreciation;
 - g. input by the Governance Entity into the Department of Conservation's species management work;
 - h. co-operation on freshwater fisheries;
 - i. stranding of marine mammals;
 - j. consultation on the Department of Conservation's pest control operations;
 - k. co-operation on advocacy under the Resource Management Act 1991, particularly in relation to the protection and restoration of wetlands;
 - l. consultation with the Governance Entity on conditions for protection of wāhi tapu and wāhi taonga when considering concession applications;
 - m. consultation with the Governance Entity in any name changes instituted by the Department of Conservation;
 - n. identification of special projects, and provision for the Department of Conservation's resources to carry out projects the Department decides to proceed with; and

- o. confidentiality mechanisms for the protection of culturally sensitive information.

Taonga Tūturu Protocol

- 36 The Taonga Tūturu Protocol could cover the following matters:
 - a. newly found taonga tūturu;
 - b. the export of taonga tūturu; and
 - c. the Protected Objects Act 1975 and any amendment or substitution thereof.

Fisheries Protocol

- 37 The Fisheries Protocol could cover the following matters:
 - a. recognition of the interests of Taranaki Whānui (Wellington) in taonga fish species and marine aquatic life;
 - b. development of sustainability measures, fisheries regulations, iwi management plans and fisheries plans;
 - c. management of customary non-commercial fisheries;
 - d. research planning;
 - e. consultation on the Ministry of Fisheries' annual business plan;
 - f. contracting for services; and
 - g. employment of staff with non-commercial fisheries responsibilities.

Letters of Engagement

Letter to CentrePort Ltd Environmental Consultative Committee

- 38 The Crown proposes that the Minister in Charge of Treaty of Waitangi Negotiations write to CentrePort Ltd's Environmental Consultative Committee introducing the Governance Entity to that committee. The letter will invite the committee to meet with the Governance Entity to discuss issues of common interest. It is proposed that the letter will be sent before a Deed of Settlement is signed.

Letter to Wellington International Airport Ltd

- 39 The Crown proposes that the Minister in Charge of Treaty of Waitangi Negotiations write to Wellington International Airport Ltd introducing the Governance Entity to Wellington International Airport. The letter will invite Wellington International Airport Ltd to meet with the Governance Entity to discuss issues of common interest. It is proposed that the letter will be sent before a Deed of Settlement is signed.

Statutory Acknowledgements

- 40 The Deed of Settlement and the Settlement Legislation will provide for Statutory Acknowledgements to be made in relation to the following 13 areas and sites within the Taranaki Whānui (Wellington) area of interest:
- a. bed of the Kaiwharawhara stream;
 - b. Coastal Marine Area adjoining the Taranaki Whānui (Wellington) area of interest;
 - c. bed of the Hutt River;
 - d. bed of the Waiwhetu Stream;
 - e. bed of the Wellington Harbour;
 - f. Riverside Drive marginal strip;
 - g. Seaview marginal strips;
 - h. Government Buildings Historic Reserve;
 - i. Turnbull House Historic Reserve;
 - j. Rimutaka Forest Park;
 - k. Wainuiomata Scenic Reserve;
 - l. Turakirae Head Scientific Reserve; and
 - m. Kelburn Local Purpose Reserve.

Maps of these sites and areas are attached as Maps 19 to 31.

- 41 Statutory Acknowledgements provide for the Crown to acknowledge in the Settlement Legislation a statement by Taranaki Whānui (Wellington) of their traditional, historical cultural and spiritual associations with a particular area or site. 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 Entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a Statutory Acknowledgement has been made; and
 - c. the Governance Entity and any member of Taranaki Whānui (Wellington) to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the Statutory Acknowledgment as evidence of the association of Taranaki Whānui (Wellington) with the area in relation to which the Statutory Acknowledgement has been made.

- 42 The Statutory Acknowledgements provided to the Governance Entity 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 be an encumbrance on the title and will not give Taranaki Whānui (Wellington) any greater rights in relation to that land than any other interested party; and
 - c. in relation to waterways and the Wellington Harbour, will not include:
 - i. a part of the bed 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.

Deeds of Recognition

- 43 The Deed of Settlement and the Settlement Legislation will provide for a Deed of Recognition to be made in relation to the following three areas within the Taranaki Whānui (Wellington) area of interest:
- a. Rimutaka Forest Park;
 - b. Wainuiomata Scenic Reserve; and
 - c. Turakirae Head Scientific Reserve.

Maps of these areas are attached as Maps 29 to 31.

- 44 Deeds of Recognition provide for the Governance Entity to be consulted on matters specified in the Deed of Recognition, and regard had to its views. The Deeds of Recognition to be provided to Taranaki Whānui (Wellington) will, in substance, be on similar terms to those provided in recent Treaty settlements.

Place Name Changes

- 45 The Crown offers to discuss with the Port Nicholson Block Claims Team for inclusion in the Deed of Settlement the possibility of assigning Māori names to places of particular significance to Taranaki Whānui (Wellington), and assigning dual Māori and English names where appropriate, and in accordance with the functions and practices of the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa. In particular, the Crown offers to discuss changing the official name of “Wellington Harbour (Port Nicholson)” to “Te Whanganui a Tara / Wellington Harbour (Port Nicholson)”, and “Wi Tako Scenic Reserve” to “Wi Tako Ngatata Reserve”. As noted in Table One, the reserve status of the reserve will be unaffected by the proposed name change.

- 46 It is proposed that any name changes will be effected through Settlement Legislation and that:
- a. should it agree, the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa will be authorised to notify the change of “Wellington Harbour (Port Nicholson)” to “Te Whanganui a Tara/ Wellington Harbour (Port Nicholson)” as official by New Zealand Gazette; and
 - b. the proposed name change from Wi Tako Reserve to Wi Tako Ngātata Reserve be discussed with the appropriate responsible agency.

Financial and Commercial Redress

Overview

- 47 The Financial and Commercial Redress Amount is \$25 million.
- 48 The Deed of Settlement will provide for the Crown to transfer to the Governance Entity, on Settlement Date, the Cash Settlement Amount, being the total value of the Financial and Commercial Redress Amount less:
- a. the on-account settlement payment, totalling \$1.887 million; and
 - b. the Transfer Value of any Crown properties transferred as commercial redress to the Governance Entity on Settlement Date.
- 49 The Deed of Settlement will also provide the Governance Entity with the option to purchase additional properties through the following mechanisms:
- a. Deferred Selection of those properties not transferred as commercial properties;
 - b. Sale and Leaseback, with the option of a rent free period of up to 50 years and deferred purchase, over specified properties;
 - c. a conditional Sale and Purchase agreement for specific surplus Shelly Bay properties; and
 - d. a Right of First Refusal.
- 50 An overview map showing the general location of all the Commercial Redress Properties and Sale and Leaseback Properties is set out in Map 32.
- 51 The Transfer Value of any properties selected for transfer or purchase will be at fair market value and determined in accordance with a valuation process to a similar form to that set out in Appendix A. The effective date of valuation will be the date of the Deed of Settlement, or in the case of

Deferred Selection or Right of First Refusal the date at which they are selected, unless otherwise specified.

52 The details of each redress item are discussed further below.

Interest

53 The Deed of Settlement will provide for the Crown to pay the interest on the Net Cash Offer of \$23.113 million (being the Financial and Commercial Redress Amount less the on account settlement payment referred to in clause 48) for:

- a. the period from the date this Agreement in Principle is signed for a period of eighteen months or until the Deed of Settlement (whichever comes first); and
- b. the period from the date of the Deed of Settlement to (but excluding) Settlement Date.

54 Interest will be calculated and provided based on the Official Cash Rate, will be non-compounding, and subject to normal taxation law.

Commercial Redress Properties

55 The Port Nicholson Block Claims Team will have the opportunity to select for transfer to the Governance Entity at Settlement Date any of the Crown-owned properties listed in Appendix B. The Transfer Value of Commercial Redress Properties will be at a fair market value and determined in accordance with a valuation process to a similar form to that set out in Appendix A. The effective date of valuation will be the date of the Deed of Settlement.

56 The Crown offers to discuss reaching an agreement with Taranaki Whānui (Wellington) on the Transfer Value for specific high-value Commercial Transfer properties being fixed between the signing of this Agreement in Principle and the Deed of Settlement.

57 In the event that the Deed of Settlement has not been signed within 18 months of the date of this Agreement in Principle, the Transfer Values will be updated to the current market value, such market value to be determined in accordance with the valuation process along the lines outlined in Appendix A.

Right of Deferred Selection

58 The Deed of Settlement will provide the Governance Entity with a Right of Deferred Selection, for a period of two years after Settlement Date, in relation to any or all of the Properties listed in Appendix B (which are not selected as one of the Commercial Redress Properties).

59 The Deed of Settlement will set out the terms and conditions of the Right of Deferred Selection. The Transfer Values will be at a fair market value

and determined in accordance with a valuation process to a similar form to that set out in Appendix A. The effective date of valuation will be the date the deferred selection is exercised.

Railway Station Properties

- 60 The Deed of Settlement will provide the Governance Entity with the ability to purchase, at fair market value:
- a) the main Wellington Railway Station Building and the land under the Main Railway Station building (included in Appendix B) (this does not include the platforms and the railway tracks); and
 - b) the Railways Social Hall and the land under the Social Hall building (included in Appendix B).
- 61 The Crown agrees to further investigate with Ontrack and Taranaki Whānui (Wellington), the possibility of a sale and purchase agreement for the airspace above the Wellington Railway Station platforms and the rail corridor.

Conditional Sale and Purchase Agreement for Surplus Shelly Bay Properties

- 62 The Deed of Settlement will provide the Governance Entity with a Conditional Sale and Purchase Agreement in relation to the surplus Crown properties at Shelly Bay listed in Appendix C. The terms and conditions of the Conditional Sale and Purchase Agreement will be discussed for inclusion in the Deed of Settlement, including the timing of the transfer.
- 63 The Transfer Values for the Shelly Bay Properties will be at a fair market value and determined in accordance with a valuation process to a similar form to that set out in Appendix A, and will be set between the signing of this Agreement in Principle and the Deed of Settlement.
- 64 The Crown will hold the Shelly Bay Properties (which totals approximately 8 ha) for a period, both the commencement date and the length of time to be agreed after the Agreement in Principle is signed. If the properties are not transferred within a period, that period to be agreed after the Agreement in Principle is signed, the Transfer Values will lapse.

Sale and Leaseback

Standard

- 65 The Deed of Settlement will provide for the transfer of selected properties to the Governance Entity at Settlement Date, all of which will be leased back to the Crown. The transfer and leaseback will be on similar terms as recent Treaty settlements and will relate to the land only and not any

improvements on the land. The pool of Sale and Leaseback properties is set out in Appendix D.

- 66 The Transfer Value of Sale and Leaseback Properties will be at a fair market value and determined in accordance with a valuation process to a similar form to that set out in Appendix A. The effective date of valuation will be at the Deed of Settlement.

Rent-Free Mechanism

- 67 The Deed of Settlement will provide for the transfer of selected properties to the Governance Entity using a rent-free period sale and leaseback mechanism (Rent Free Properties). The Port Nicholson Block Claims Team may select properties for transfer from Appendix D, under this option, up to a total value of \$120 million. The transfer and leaseback will relate to the land only and not any improvements on the land.
- 68 The parameters of the sale and leaseback mechanism are as follows:
- a. the availability of specific properties will be subject to the relevant Crown agencies' consent;
 - b. standard commercial criteria are to be applied to the transaction, including valuations and ongoing transactions, e.g. rent review negotiations;
 - c. the terms of the lease are to be negotiated with each relevant Crown agency (a ground lease with an ongoing right of renewal that essentially mirrors the rights of the Crown as freehold owner);
 - d. a rent-free period for the relevant Crown agency of up to 50 years; and
 - e. the option of some funds being paid to the Crown by Taranaki Whānui (Wellington) as an upfront contribution if Taranaki Whānui (Wellington) uses the rent free mechanism.
- 69 Following the signing of this Agreement in Principle, the parties will discuss the form of the sale and leaseback mechanism, what properties will be selected, the effective date of valuation, any upfront payment the Governance Entity will make and the period of the rent holiday over which the remaining value of the properties selected will be met.

Deferred, rent-free, sale and leaseback

- 70 If the Port Nicholson Block Claims Team choose the rent-free mechanism, the Deed of Settlement will also provide for the Governance Entity to defer, for up to 10 years after Settlement Date, the purchase of up to half of the total value of properties selected. All the same terms and conditions for the rent-free sale and leaseback mechanism will apply with the exception that the Governance Entity will have 10 years from the Settlement Date to decide whether or not they wish to purchase the properties and enter into the lease.

Right of First Refusal

- 71 The Deed of Settlement will provide for the Governance Entity to have a Right of First Refusal based on similar terms and conditions as recent Treaty settlements but with variations to be negotiated, for a period of 100 years from Settlement Date over:

Crown-owned properties

- a. the Crown-owned properties listed in Appendix E; and
- b. the Crown-owned properties listed in Appendix F that the Crown considers are subject to overlapping claims; and
- c. the Crown-owned properties used by Massey University (Wellington Campus), Victoria University of Wellington, the Wellington Institute of Technology and Transit New Zealand (respectively listed in Appendices G, H, I and J).

Crown entity- owned properties

- d. those properties owned by the Museum of New Zealand Te Papa Tongarewa listed in Appendix K;
 - e. certain properties owned by the Capital & Coast District Health Board, to be determined by the Minister of Health after the signing of this Agreement in Principle; and
 - f. any specific properties owned by the Housing New Zealand Corporation (indicative list identified in Appendix L), to be determined by the Corporation's Board.
- 72 The Crown will also invite certain State Owned Enterprises to include specific memorialised properties owned by the State Owned Enterprises in the Right of First Refusal offer.

Other Issues

Claimant Definition

73 The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.

74 The definition of Taranaki Whānui (Wellington) given in the Deed of Settlement will be similar to the following:

a. Taranaki Whānui (Wellington) means:

i. the collective group composed of individuals:

1. who descend from one or more of the recognised ancestors of the following iwi:

a. Te Atiawa;

b. Ngāti Tama;

c. Taranaki;

d. Ngāti Ruanui; and

e. Other iwi from the Taranaki area, for example, Ngāti Mutunga.

2. who descend from one or more of:

a. the original signatories of the 27 September 1839 Port Nicholson Block purchase deed;

b. the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; or

c. other persons not named in clauses 74a(i)1 or 74a(i)2 above, but who exercised customary rights based on the descent in clause 74a(i) in the Port Nicholson Block, Wellington District on or after 6 February 1840; and

ii. every whānau, hapū or group, including the Wellington Tenths Trust and the Palmerston North Māori Reserves Trust, composed of individuals to the extent that those whānau, hapū or groups of individuals are referred to in clause 74a(i); and

iii. every individual referred to in clause 74a(i).

b. For the purposes of clause 74a, a person is descended from another person if the first person is descended from the other by:

i. birth; and/or

- ii. legal adoption; and/or
 - iii. Māori customary adoption in accordance with Taranaki Whānui (Wellington) tikanga.
- 75 For the purpose of clause 74a(i)2(c), Customary Rights means rights according to tikanga Māori (Māori customary values and practices) including:
 - i. rights to occupy land; and
 - ii. rights in relation to the use of land or other natural or physical resources.
- 76 A member of Taranaki Whānui (Wellington) means any individual referred to in clause 74a (i).
- 77 The format for the definition of Taranaki Whānui (Wellington) will be discussed by Taranaki Whānui (Wellington) and the Crown in the process of finalising a draft Deed of Settlement and will use a format similar to that used for recent settlements. The format will also need to address how the interests of any individuals who do not consider themselves to be represented by the Port Nicholson Block Claims Team should to be treated. This may required the preparation of an exclusion in clause 74. Following the signing of the Agreement in Principle, the Crown will seek to clarify this issue with all concerned.

Scope of Settlement

- 78 The Deed of Settlement will settle all the Historical Claims. Historical Claims means all claims (whether or not the claims have been considered, researched, registered, notified or made) by Taranaki Whānui (Wellington) (in accordance with the definition given in clause 74a(i) above) or by a representative entity of Taranaki Whānui (Wellington) that:
 - a. are founded on a right arising:
 - i. from Te Tiriti o Waitangi / the Treaty of Waitangi or the principles of Te Tiriti o Waitangi / the Treaty of Waitangi;
 - ii. under legislation;
 - iii. at common law (including customary law and aboriginal title);
 - iv. from the law of equity (including from a fiduciary duty);
 - v. from international conventions; or
 - vi. otherwise; and
 - b. arise from or relate to acts or omissions before 21 September 1992:

- i. by or on behalf of the Crown; or
 - ii. by or under legislation; and
- c. include every claim to the Waitangi Tribunal that relates to Taranaki Whānui (Wellington), specifically:
- i. Wai 105: Hutt Section 19;
 - ii. Wai 145: Port Nicholson Block;
 - iii. Wai 183: Korokoro Urupā;
 - iv. Wai 377: Kaiwharawhara and Hutt;
 - v. Wai 442: Waiwhetu Pā land;
 - vi. Wai 562: Pipitea Pā and street properties;
 - vii. Wai 571: Section 1, Pipitea Street (Resumption Claim);
 - viii. Wai 660: Hutt Section 19 (part of);
 - ix. Wai 734: Whanganui-a-Tara (Ngāti Mutunga); and
 - x. Wai 735: Whanganui a Tara (Ngāti Tama).
- d. include all other claims to the Waitangi Tribunal, insofar as they relate to Taranaki Whānui (Wellington), including Wai 262; but does not include the “Excluded Claims”.

79 Excluded Claims means each of the following:

- a. a claim that a member of Taranaki Whānui (Wellington) may have that is founded on a right arising as a result of being descended from an ancestor to whom clause 74a(i)(1) does not apply; or
- b. a claim that a member of Taranaki Whānui (Wellington) may have in the “Excluded Areas” that is founded on a right arising as a result of being descended from an ancestor to whom clause 74a(i)2 applies.

80 Excluded Areas means each of the following:

- a. the South Island;
- b. the Chatham Islands;
- c. Taranaki; or
- d. the Kapiti Coast.

81 The definition of Historical Claims is not intended to capture any claim that an individual or a family, whānau, hapū or group may have as a

result of being descended from an ancestor other than a Taranaki Whānui (Wellington) ancestor. The format for the definition of Historical Claims will be discussed between the Port Nicholson Block Claims Team and the Crown in the process of finalising a draft Deed of Settlement and will use a format similar to that used for recent settlements.

Proposed Terms of the Deed of Settlement

Acknowledgements Concerning the Settlement and the Redress

- 82 The Crown and Taranaki Whānui (Wellington) will acknowledge in the Deed of Settlement that:
- a. the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise;
 - b. it is not possible to fully compensate Taranaki Whānui (Wellington) for all the loss and prejudice so suffered; and
 - c. taking all matters into consideration (some of which are specified in this clause), the settlement is fair in the circumstances.

Acknowledgements Concerning the Settlement and its Finality

- 83 The Crown and Taranaki Whānui (Wellington) will acknowledge (amongst other things) in the Deed of Settlement that the settlement of the Historical Claims:
- a. is intended to enhance the ongoing relationship between the Crown and Taranaki Whānui (Wellington) (both in terms of Te Tiriti o Waitangi / the Treaty of Waitangi and otherwise);
 - b. will prevent any member of Taranaki Whānui (Wellington) (or any representative entity of Taranaki Whānui (Wellington)) from pursuing claims against the Crown (including claims based on Te Tiriti o Waitangi / the Treaty of Waitangi or the principles of Te Tiriti o Waitangi / the Treaty of Waitangi, or based on legislation, common law (including aboriginal title or customary law), a fiduciary duty or otherwise) if such claims come within the definition of Historical Claims;
 - c. except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or Taranaki Whānui (Wellington) might have arising from Te Tiriti o Waitangi / the Treaty of Waitangi or the principles of Te Tiriti o Waitangi / the Treaty of Waitangi, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise;
 - d. does not extinguish any aboriginal title, or customary rights, that Taranaki Whānui (Wellington) may have;

- e. does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and
- f. is not intended to affect any actions or decisions under:
 - i. the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims;
 - ii. the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - iii. the Māori Fisheries Act 2004;
 - iv. the Māori Commercial Aquaculture Claims Settlement Act 2004; or
 - v. the Fisheries Act 1996.

84 Taranaki Whānui (Wellington) will acknowledge and agree (amongst other things) in the Deed of Settlement, and the Settlement Legislation will provide that, with effect from the Settlement Date:

- a. the Historical Claims are settled;
- b. the settlement of the Historical Claims is final;
- c. the Crown is released and discharged from any obligations, liabilities and duties in respect of the Historical Claims;
- d. the Crown has acted honourably and reasonably in respect of the settlement;
- e. it is intended that the settlement is for the benefit of Taranaki Whānui (Wellington) and may be for the benefit of particular individuals or any particular iwi, hapū, or group of individuals as is determined appropriate between Taranaki Whānui (Wellington) and the Crown;
- f. the settlement is binding on Taranaki Whānui (Wellington) and the Governance Entity (and any representative entity of Taranaki Whānui (Wellington));
- g. the courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:
 - i. the Historical Claims;
 - ii. the Deed of Settlement;
 - iii. the redress provided to Taranaki Whānui (Wellington) and the Governance Entity in the settlement; and
 - iv. the Settlement Legislation,

(except in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation).

Removal of Statutory Protections and Termination of Landbanking Arrangements

- 85 The Deed of Settlement will provide for the following:
- a. Taranaki Whānui (Wellington) acknowledging and agreeing that the Settlement Legislation will provide that the following legislation does not apply to land in the Taranaki Whānui (Wellington) Area of Interest, namely:
 - i. Sections 8A to 8HJ of the Treaty of Waitangi Act 1975;
 - ii. Sections 27A to 27C of the State Owned Enterprises Act 1986;
 - iii. Sections 211 to 213 of the Education Act 1989;
 - iv. Part 3 of the Crown Forests Assets Act 1989; and
 - v. Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;
 - b. Taranaki Whānui (Wellington) acknowledging and agreeing that Settlement Legislation will provide for the removal of all resumptive memorials from land in the Taranaki Whānui (Wellington) Area of Interest;
 - c. Taranaki Whānui (Wellington) acknowledging and agreeing to the cessation of landbank arrangements in relation to the Taranaki Whānui (Wellington) Area of Interest;
 - d. Taranaki Whānui (Wellington) acknowledging and agreeing that neither Taranaki Whānui (Wellington) nor any representative entity of Taranaki Whānui (Wellington) have, from the Settlement Date, the benefit of the legislation referred to in clause 85a above in relation to land outside the Taranaki Whānui (Wellington) Area of Interest (but not including the Excluded Areas); and
 - e. that neither Taranaki Whānui (Wellington) nor any representative entity of Taranaki Whānui (Wellington) will object to the removal by legislation of the application of the legislation referred to in clause 85a above in relation to any land outside the Taranaki Whānui (Wellington) Area of Interest (but not including the Excluded Areas), or to the removal of memorials with respect to such land; but note
 - f. that clauses 85(a) and 85(b) will not come into effect until all historical claims to and within the Taranaki Whānui (Wellington) Area of Interest have been settled.

Conditions

- 86 This Agreement in Principle and/or the Deed of Settlement will be subject, where appropriate, to the following conditions:

Overlapping Interests

- a. 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

- b. Cabinet agreeing to the settlement and the redress to be provided to Taranaki Whānui (Wellington);

Ratification

- c. the Port Nicholson Block Claims Team obtaining, before the Deed of Settlement is signed, a mandate from the members of Taranaki Whānui (Wellington) (through a process agreed by the Port Nicholson Block Claims Team and the Crown) authorising it to:
 - i. enter into the Deed of Settlement on behalf of Taranaki Whānui (Wellington); and
 - ii. in particular, settle the Historical Claims on the terms provided in the Deed of Settlement.

Governance Entity

- d. the establishment of the Governance Entity prior to the introduction of Settlement Legislation that the Crown is satisfied:
 - i. is an appropriate entity to which the Crown will provide the settlement redress;
 - ii. has been ratified by the members of Taranaki Whānui (Wellington) (through a process agreed by the Port Nicholson Block Claims Team and the Crown) as an appropriate entity to receive that redress; and
 - iii. has a structure that provides for:
 - 1. representation of Taranaki Whānui (Wellington);
 - 2. transparent decision-making and dispute resolution processes; and
 - 3. full accountability to Taranaki Whānui (Wellington); and
- e. the Governance Entity signing a Deed of Covenant to provide, among other things, for it to be bound by the terms of the Deed of Settlement.

Settlement Legislation

- 87 The Deed of Settlement will be subject to:
- a. the passing of Settlement Legislation to give effect to parts of the settlement; and
 - b. Taranaki Whānui (Wellington) supporting the passage of Settlement Legislation.
- 88 The Crown will not be obliged to propose Settlement Legislation for introduction into Parliament until the Governance Entity has been established and has signed a Deed of Covenant, through which the Governance Entity covenants with the Crown that it is a party to the Deed of Settlement and agrees to be bound by it.
- 89 The Crown will not introduce the Settlement Legislation into Parliament until the Port Nicholson Block Claims Team or the Governance Entity has advised the Crown in writing that the Settlement Legislation is in order. Once such notice has been given, the Crown must introduce the Settlement Legislation within six months after that date.
- 90 The Crown will ensure that the Port Nicholson Block Claims Team or the Governance Entity has appropriate participation in the process of drafting the Settlement Legislation and such drafting will commence once the Deed of Settlement has been signed.

Conditions for Vesting or Transfer of Properties

- 91 The vesting or transfer of properties will be subject to:
- a. further identification and survey of sites where appropriate;
 - b. the exclusion of sites (or part of) that are public foreshore and seabed (as defined in the Foreshore and Seabed Act 2004);
 - c. 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 that any other statutory provisions which must be complied with before the property can be vested or transferred are able to be complied with;
 - d. any specific conditions and encumbrances (including those listed in Table 1), or terms of transfer applicable to the specific property;
 - e. any other express provisions relating to specific properties that are included in the Agreement in Principle and/or 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 advised in the disclosure information to be provided to the Port Nicholson Block Claims Team as requiring to be created;

- g. the creation of marginal strips where Part 4A of the Conservation Act 1987 so requires, except as expressly provided; and
 - h. the reservation of Crown-owned minerals under sections 10 and 11 of the Crown Minerals Act 1991.
- 92 The Crown will prepare disclosure information in relation to each of the properties proposed for vesting and transfer and will provide such information to the Port Nicholson Block Claims Team. If any properties are unavailable for vesting or transfer for the reasons set out in clause 91 above, the Crown will, in good faith, consider alternative redress options.

Taxation

- 93 The Deed of Settlement will provide for the following taxation matters:
- a. subject to obtaining the consent of the Minister of Finance, the Governance Entity will be indemnified by the Crown against income tax and goods and services tax (GST) arising from the transferring, crediting or payment of Financial and Commercial Redress by the Crown to the Governance Entity;
 - b. this indemnity does not extend to any tax liability arising in connection with the acquisition of property by the Governance Entity after Settlement Date, whether it uses its own funds or uses the Financial and Commercial Redress for such acquisition;
 - c. subject to obtaining the consent of the Minister of Finance, the Governance Entity will also be indemnified by the Crown against income tax, GST and gift duty arising from the transfer of Cultural Redress by the Crown to the Governance Entity; and
 - d. neither the Governance Entity nor any other person shall claim a Goods and Services Tax input credit or tax deduction in respect of any Cultural Redress or Financial and Commercial Redress provided by the Crown to the Governance Entity.

Definitions

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

Agreement in Principle means any Agreement in Principle entered into between the Crown and the Port Nicholson Block Claims Team in accordance with clause 3.

Cash Settlement Amount means the amount referred to in clause 53.

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;
 - ii. a Crown Entity; or
 - iii. a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

Cultural Redress Properties means those properties listed in Table 1.

Deed of Settlement means any Deed of Settlement entered into between the Crown and Taranaki Whānui (Wellington) in accordance with clause 5.

Financial and Commercial Redress Amount means the total dollar value of the financial and commercial redress offered for the settlement of the Historical Claims as set out in clause 47.

Governance Entity means the Taranaki Whānui (Wellington) Post Settlement Governance Entity.

Historical Claims has the meaning set out in clause 78.

Taranaki Whānui (Wellington) means the groups and individuals to be defined in the Deed of Settlement in accordance with clause 74.

Terms of Negotiation means the Terms of Negotiation signed between the Crown and Port Nicholson Block Claims Team on 27 July 2004.

Port Nicholson Block Claims Team means the mandated body recognised to represent Taranaki Whānui (Wellington) in negotiations with the Crown.

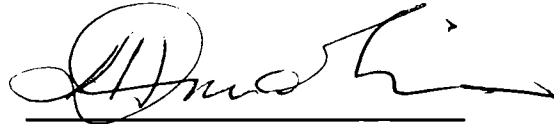
Settlement Date means the date of the 20th business day following the coming into force of the Settlement Legislation, being the date on which the settlement redress is to be transferred to the Governance Entity.

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


For and on behalf of Taranaki Whānui (Wellington):




Professor Ralph Heberley Ngātata Love



Kevin Hikaia Amohia



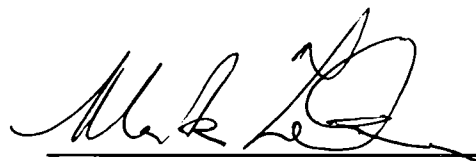
Sir Paul Alfred Reeves



Neville McClutchie Baker



Rebecca Elizabeth Mellish



Mark Te One

Spencer Waemura Carr

Dr Catherine Maarie Amohia Love

June Te Raumangi Jackson

Hinekehu Ngaki Dawn McConnell

Dr Ihakara Porutu Puketapu

Jean Rakunga Rooda

Roger Momania

Matakitawhiti Carr
NI RUANUI

Harari
NGATI RUANUI

Piaia Love Eskie
A.O. Johnson - Ngati Te Whiti.

Agaukakekake Wetere Love
Daukante 377 Te Kiri Pukete

Fakutamoana Janera Puku
Wahitara Black 32 Smiles

Huia Kirk Dave Johnston

Barrell

Wellington 10th's
13/12/07.

PK born 13/12/07

Paeone Karan Ngati Tupaea

~~Koo Ipekha Healey~~

Alexandra Takirai Ngati Te Whiti

(Kipetka Healey
~~to Awa~~

Ngati Te Whiti

of Maori.

Chris Kenwick to A+ Awa

Gullywell Ngati Te Whiti

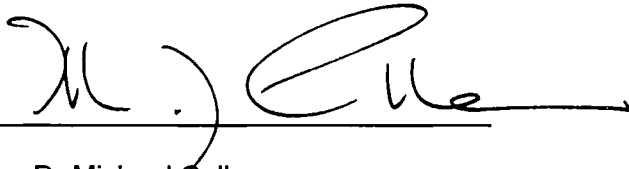
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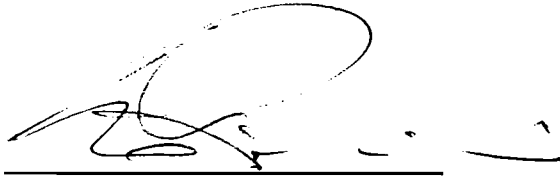
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For and on behalf of the Crown:



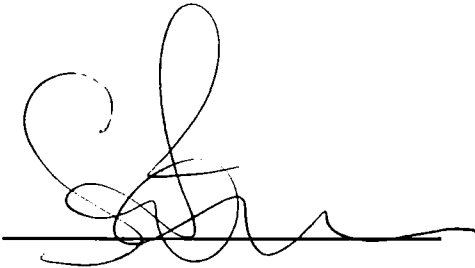
A handwritten signature in black ink, appearing to read 'M. Cullen', written over a horizontal line.

Hon Dr Michael Cullen



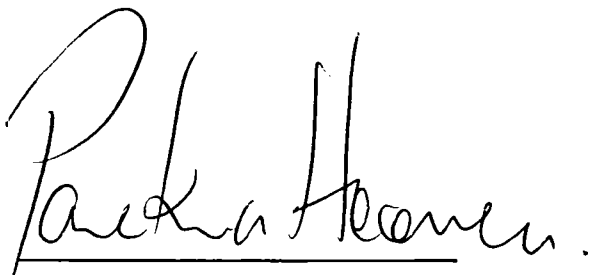
A handwritten signature in black ink, appearing to read 'Mita Rinui', written over a horizontal line.

Hon Mita Rinui



A handwritten signature in black ink, appearing to read 'Shane Jones', written over a horizontal line.

Hon Shane Jones



A handwritten signature in black ink, appearing to read 'Parekura Horomia', written over a horizontal line.

Hon Parekura Horomia

(

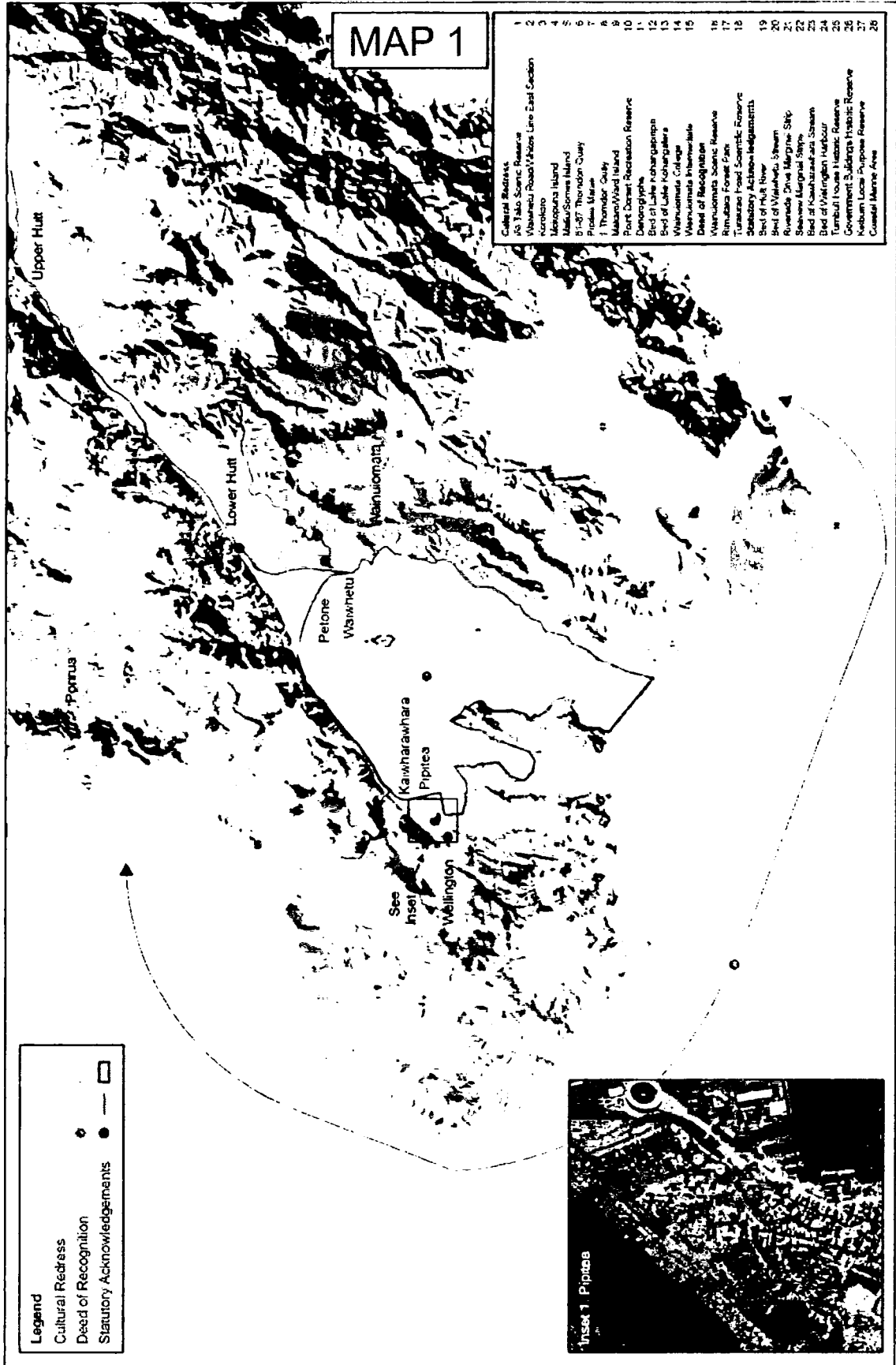
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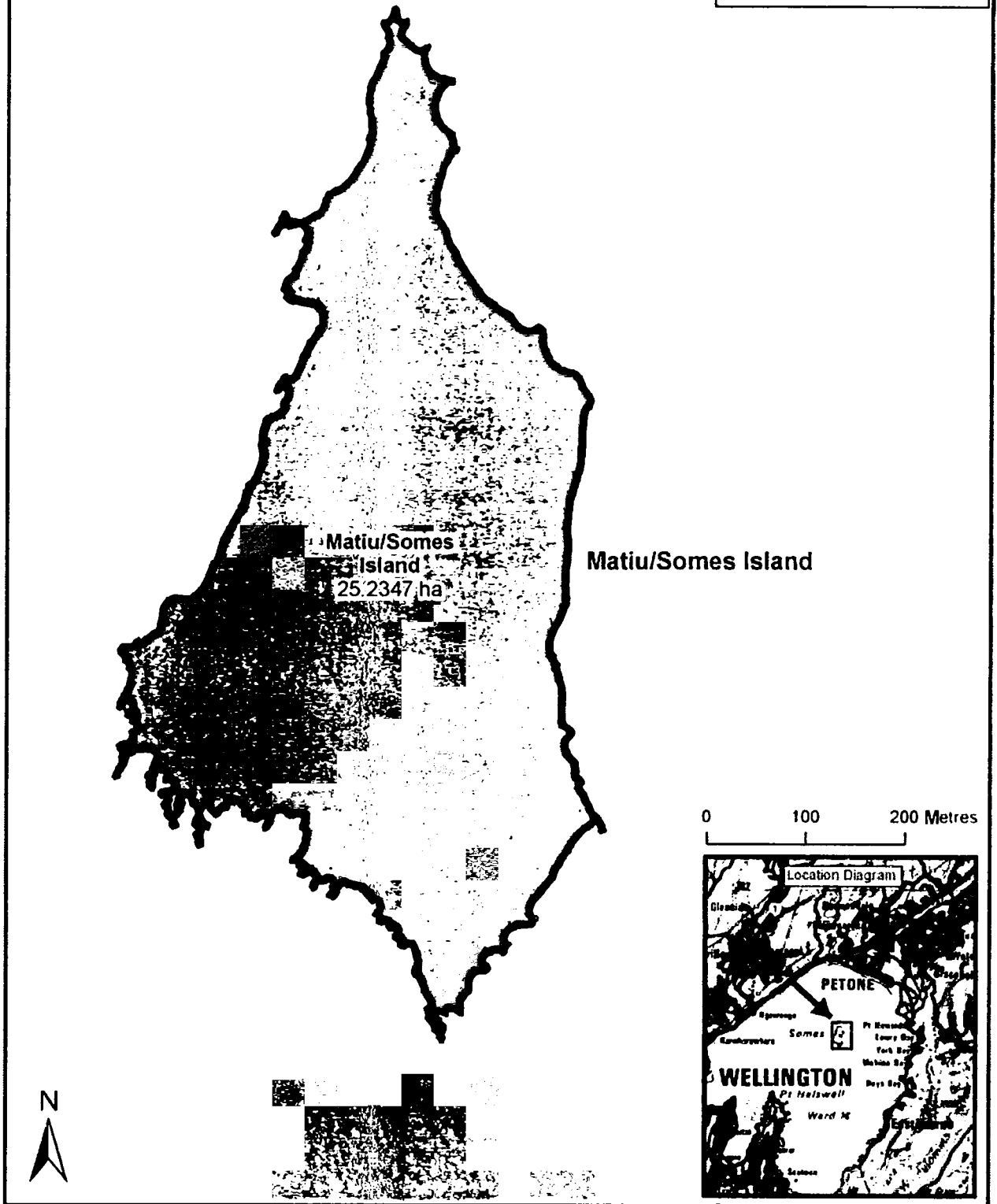
Taranaki Whānui (Wellington) Cultural Redress

WITHOUT PREJUDICE

Matiu/Somes Island
cultural redress property offered to
Taranaki Whānui (Wellington),
December 2007

Proposed Redress: Vest in Fee Simple
See Agreement in Principle for any
specific conditions or encumbrances

MAP 2



HE02.15

11/12/2007

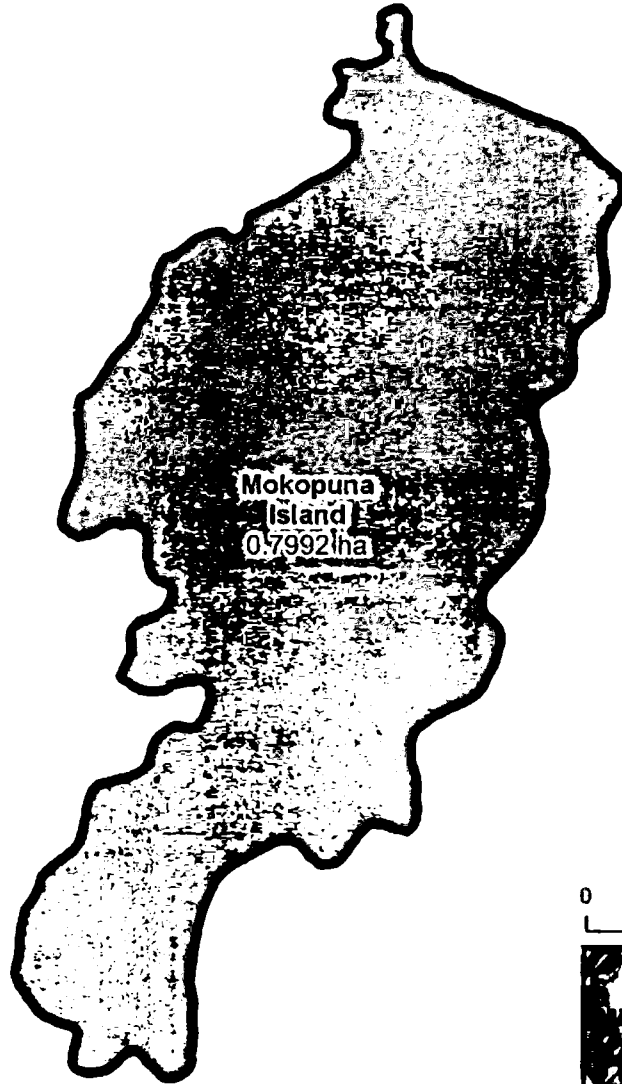
WITHOUT PREJUDICE
TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE

WITHOUT PREJUDICE

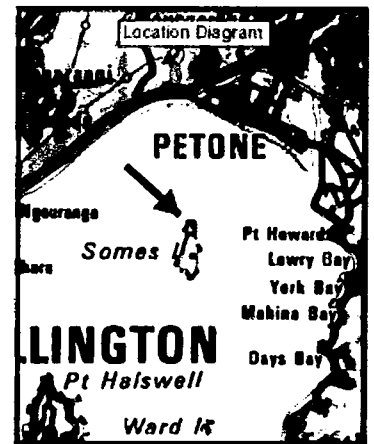
Mokopuna Island
cultural redress property offered to
Taranaki Whānui (Wellington),
December 2007

Proposed Redress: Vest in Fee Simple
See Agreement in Principle for any
specific conditions or encumbrances

MAP 3



0 20 40 Metres



4E92015

31102007

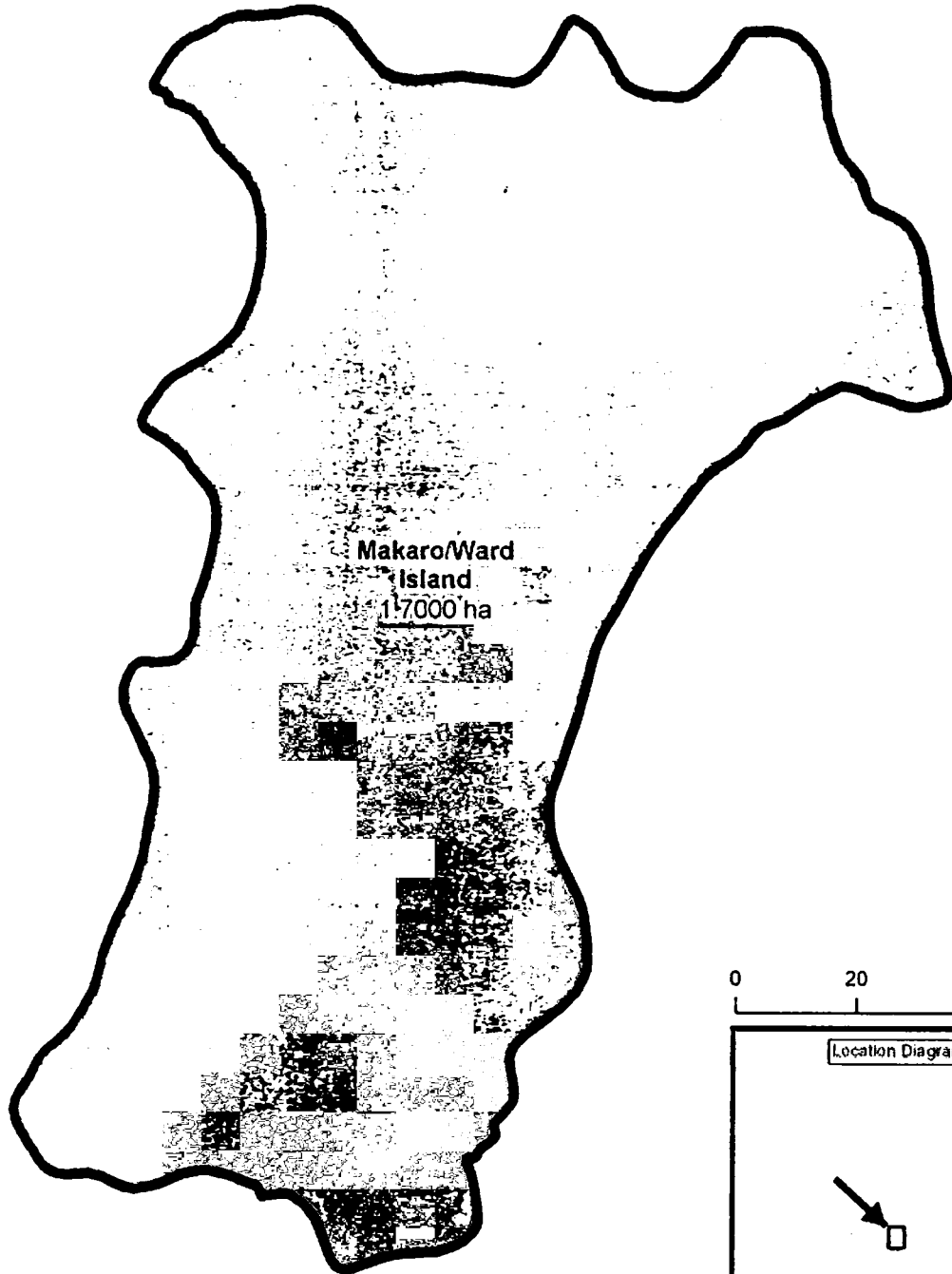
WITHOUT PREJUDICE
TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE

WITHOUT PREJUDICE

Makaro/Ward Island
cultural redress property offered to
Taranaki Whānui (Wellington),
December 2007

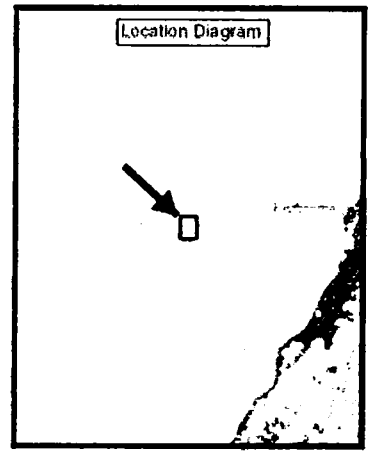
Proposed Redress: Vest in Fee Simple
See Agreement in Principle for any
specific conditions or encumbrances

MAP 4



0 20 40 Metres

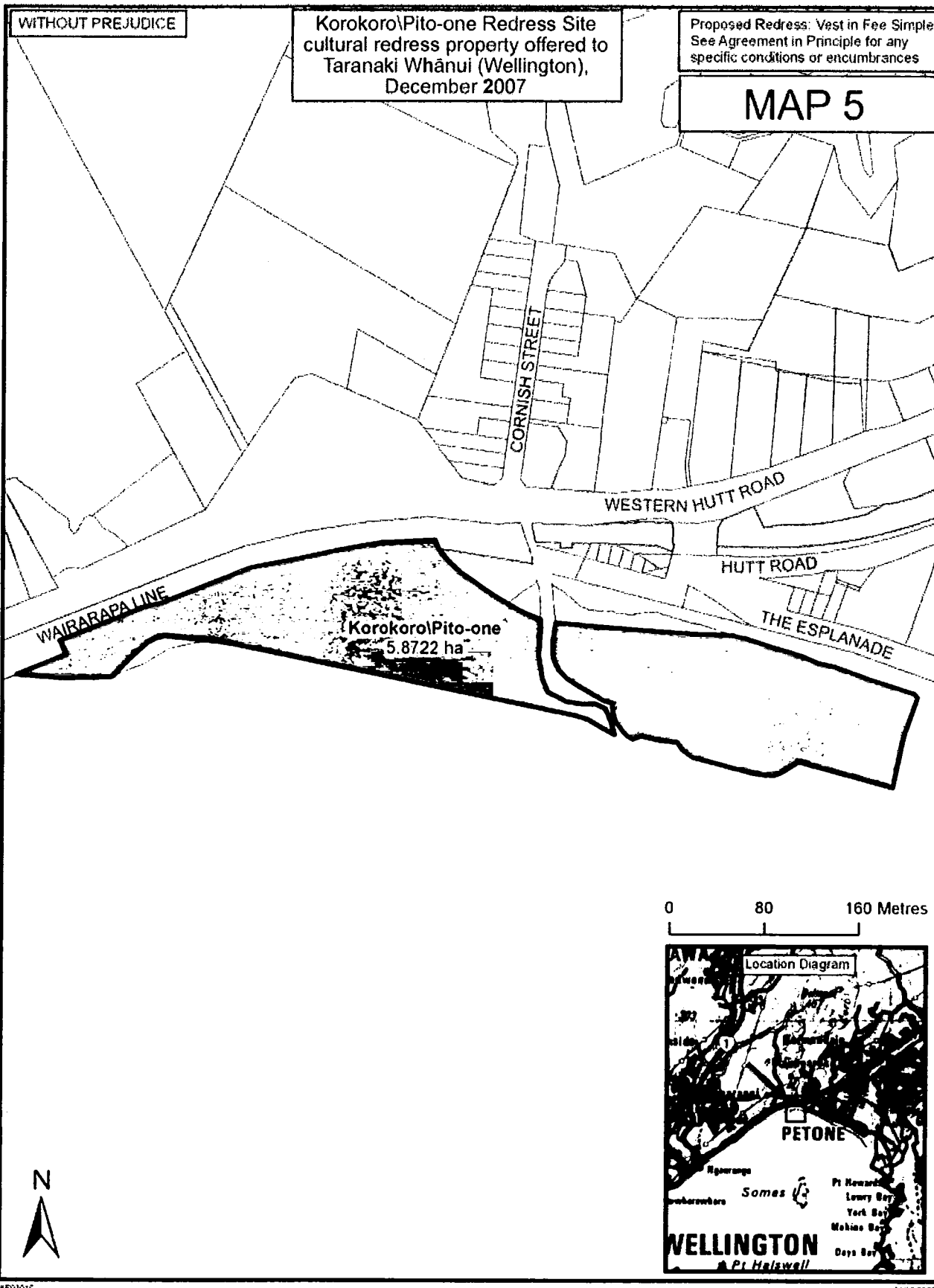
Location Diagram



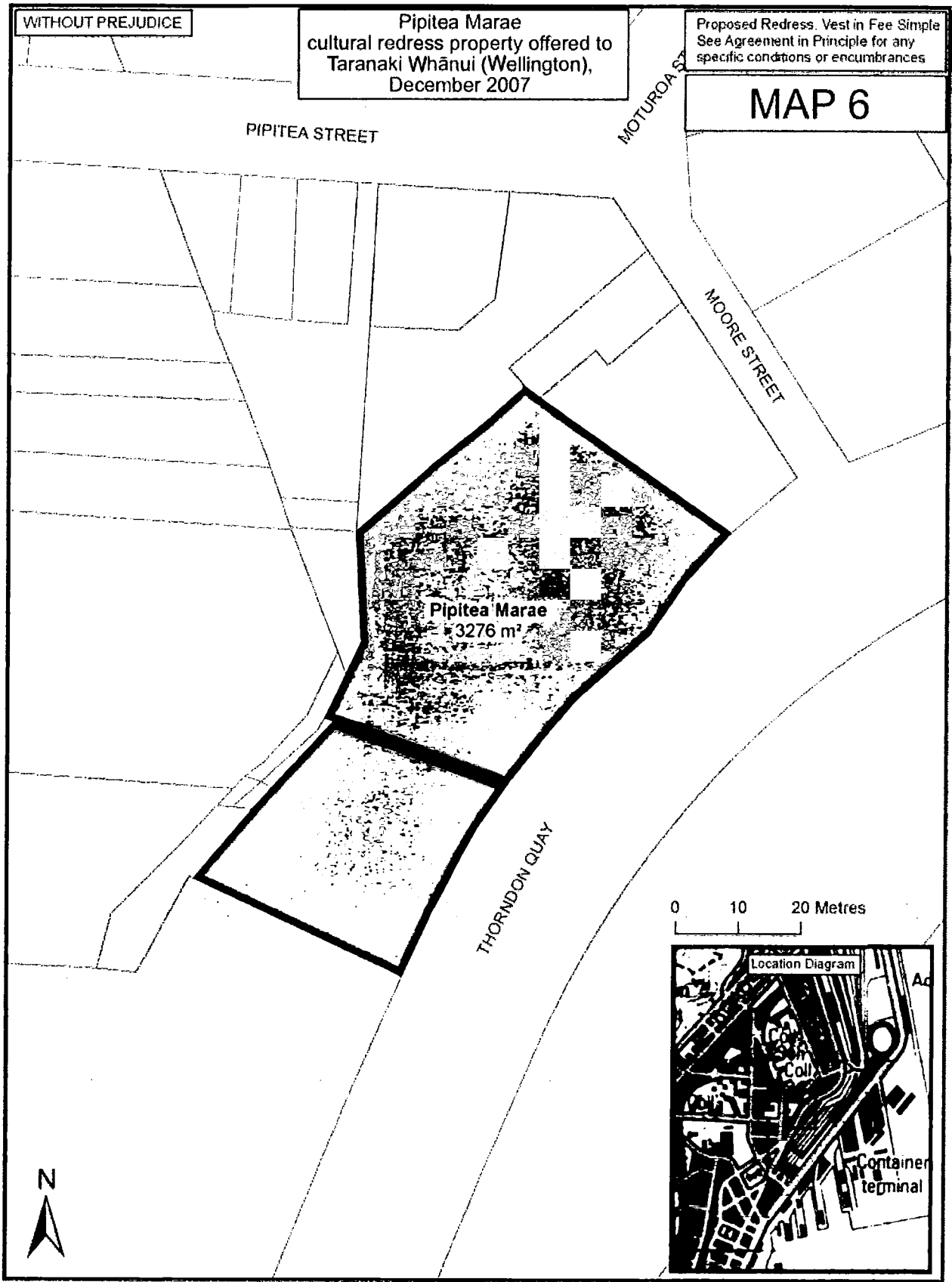
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31/10/2007

WITHOUT PREJUDICE
TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE



WITHOUT PREJUDICE
TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE



TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE

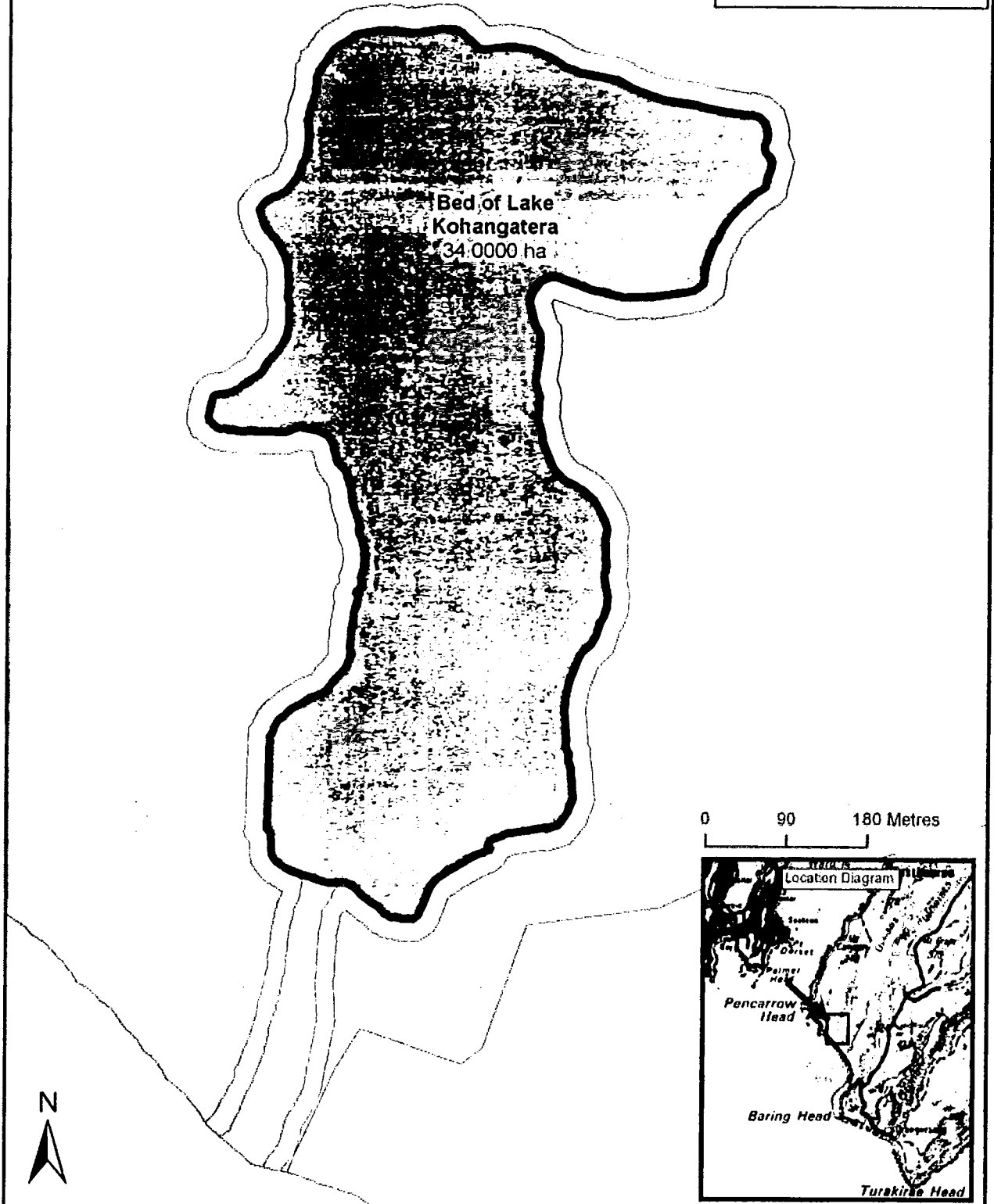
WITHOUT PREJUDICE

WITHOUT PREJUDICE

Bed of Lake Kohangatera
cultural redress property offered to
Taranaki Whānui (Wellington),
December 2007

Proposed Redress: Vest in Fee Simple
See Agreement in Principle for any
specific conditions or encumbrances

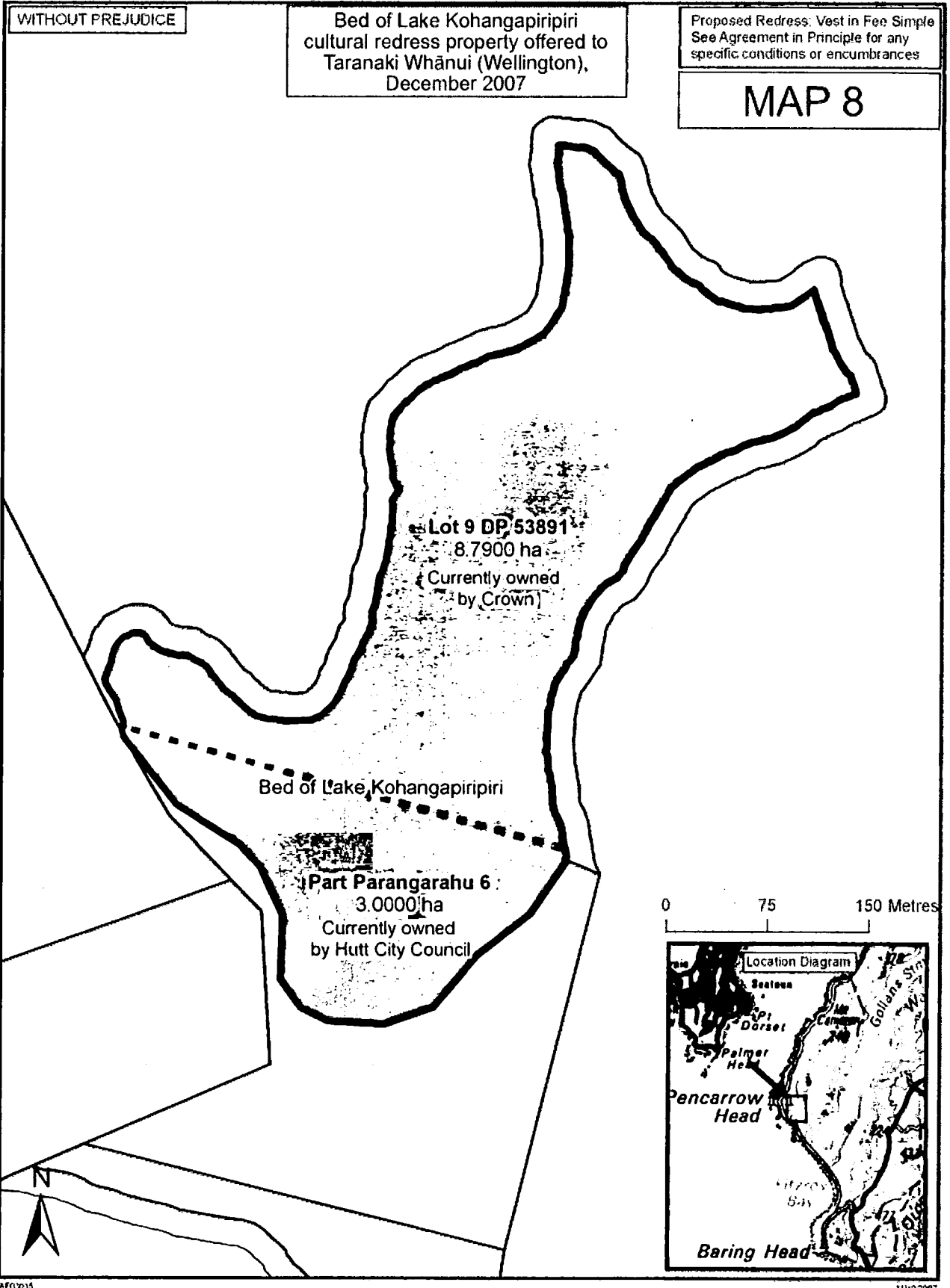
MAP 7

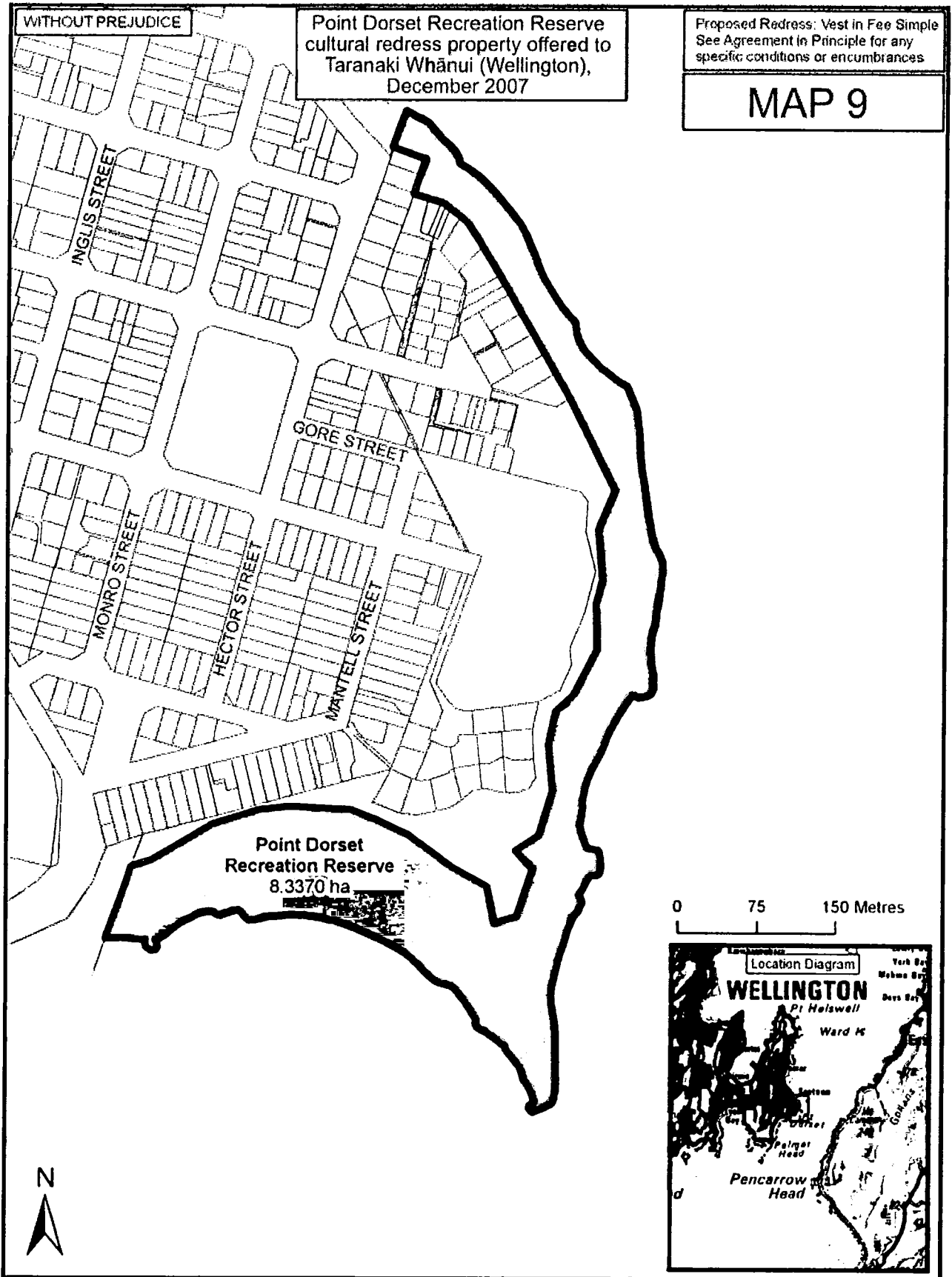


AS92015

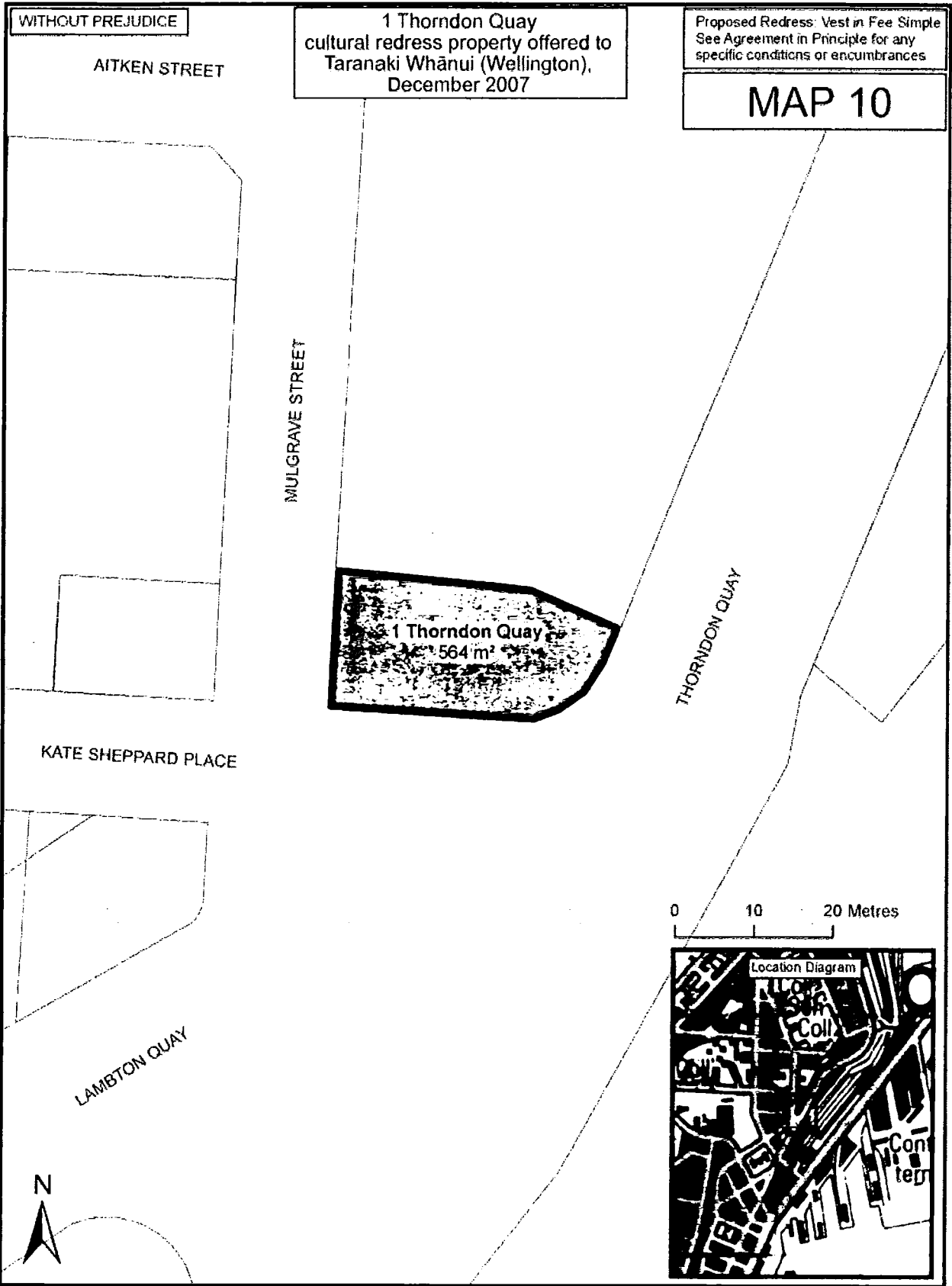
31/10/2007

WITHOUT PREJUDICE
TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE

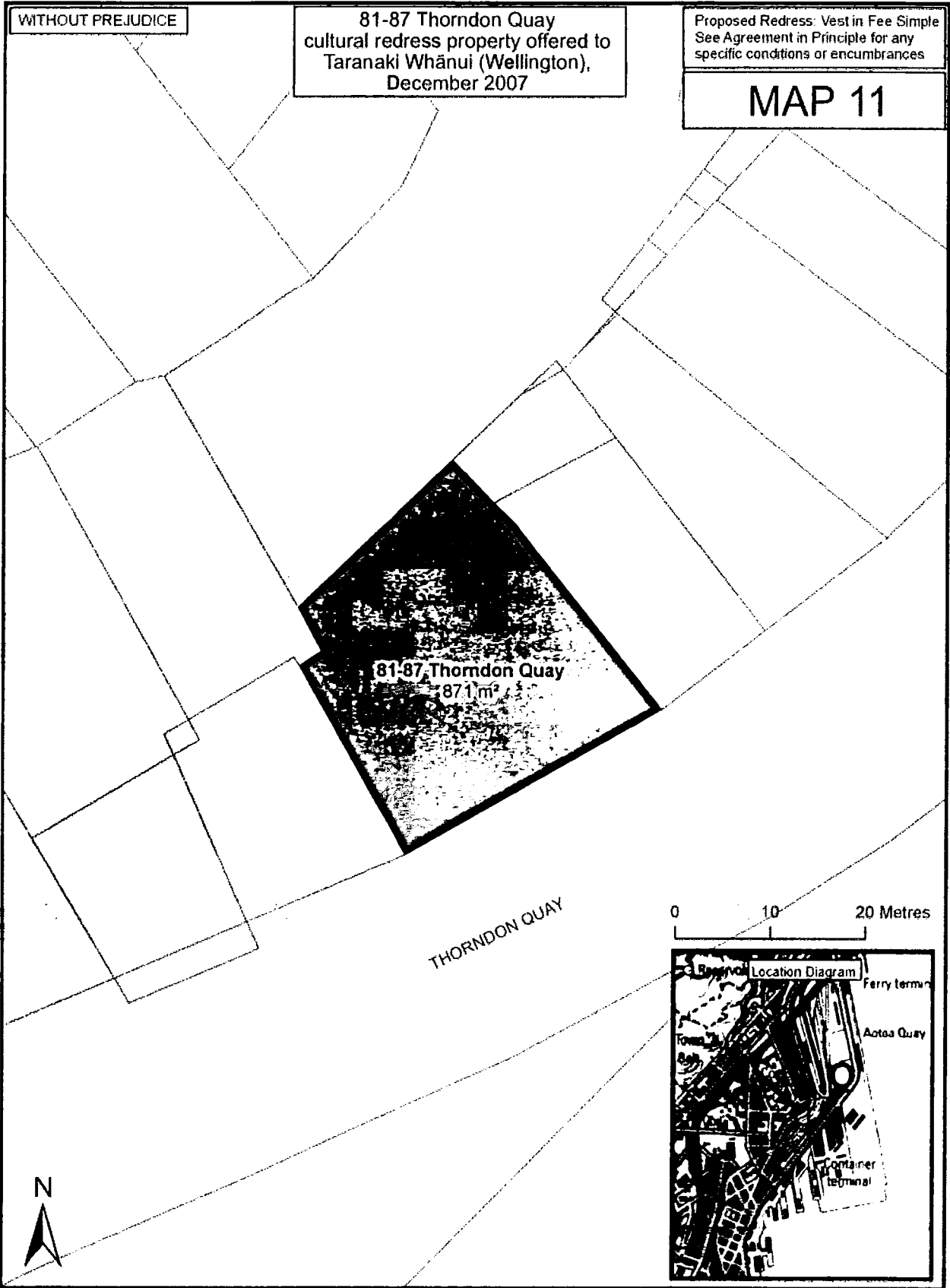


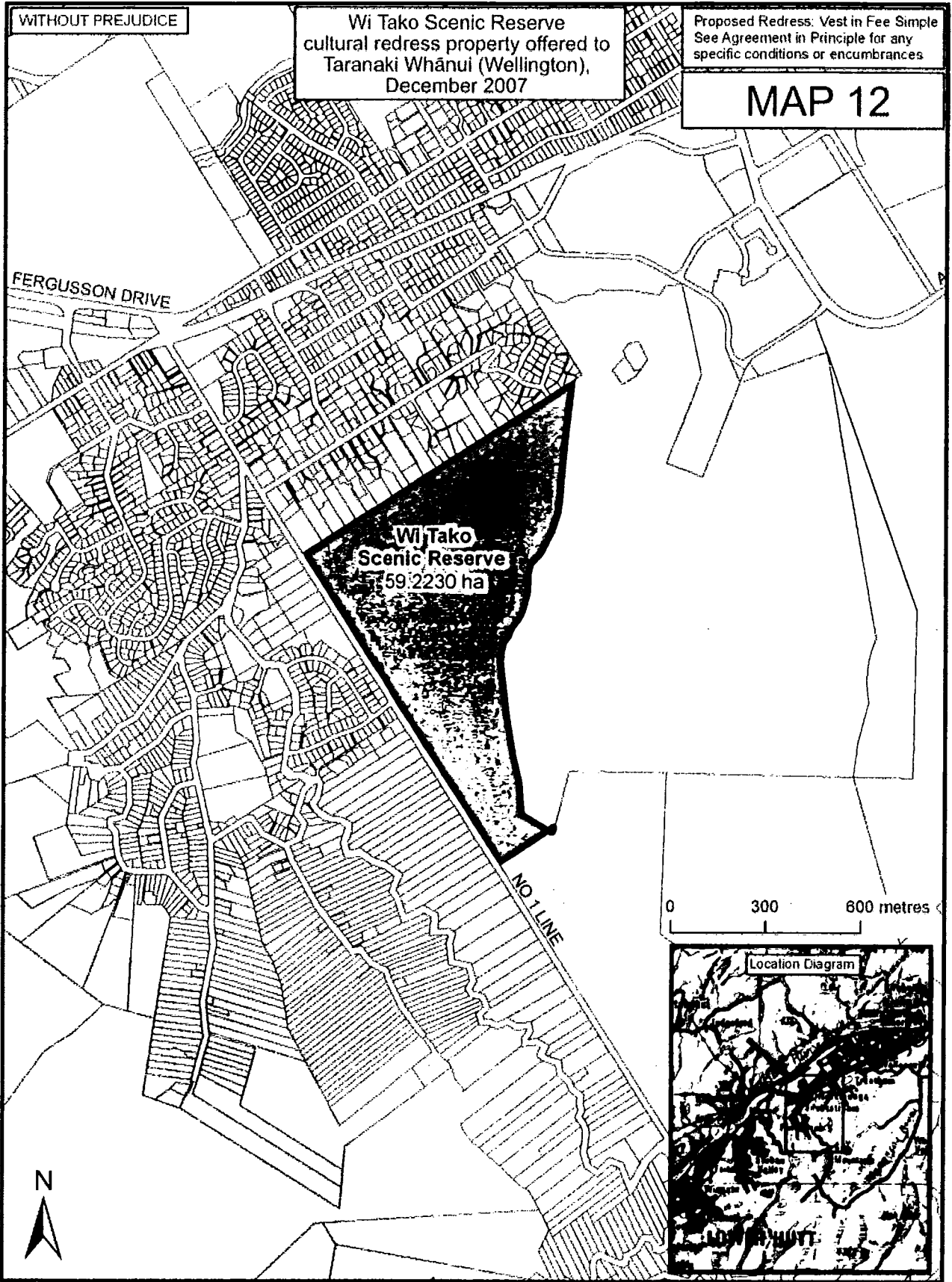


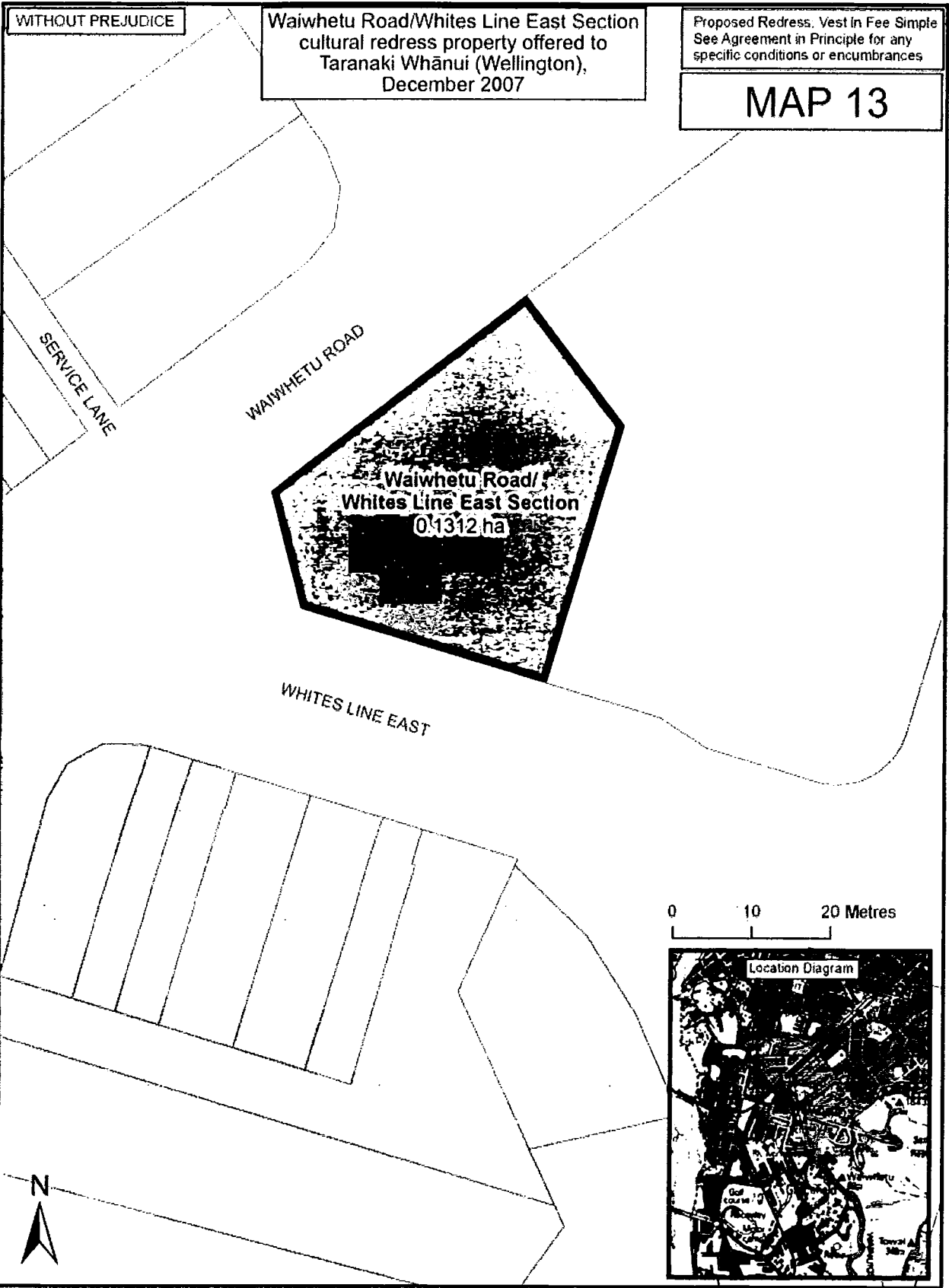
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TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE



WITHOUT PREJUDICE
TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE







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TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE

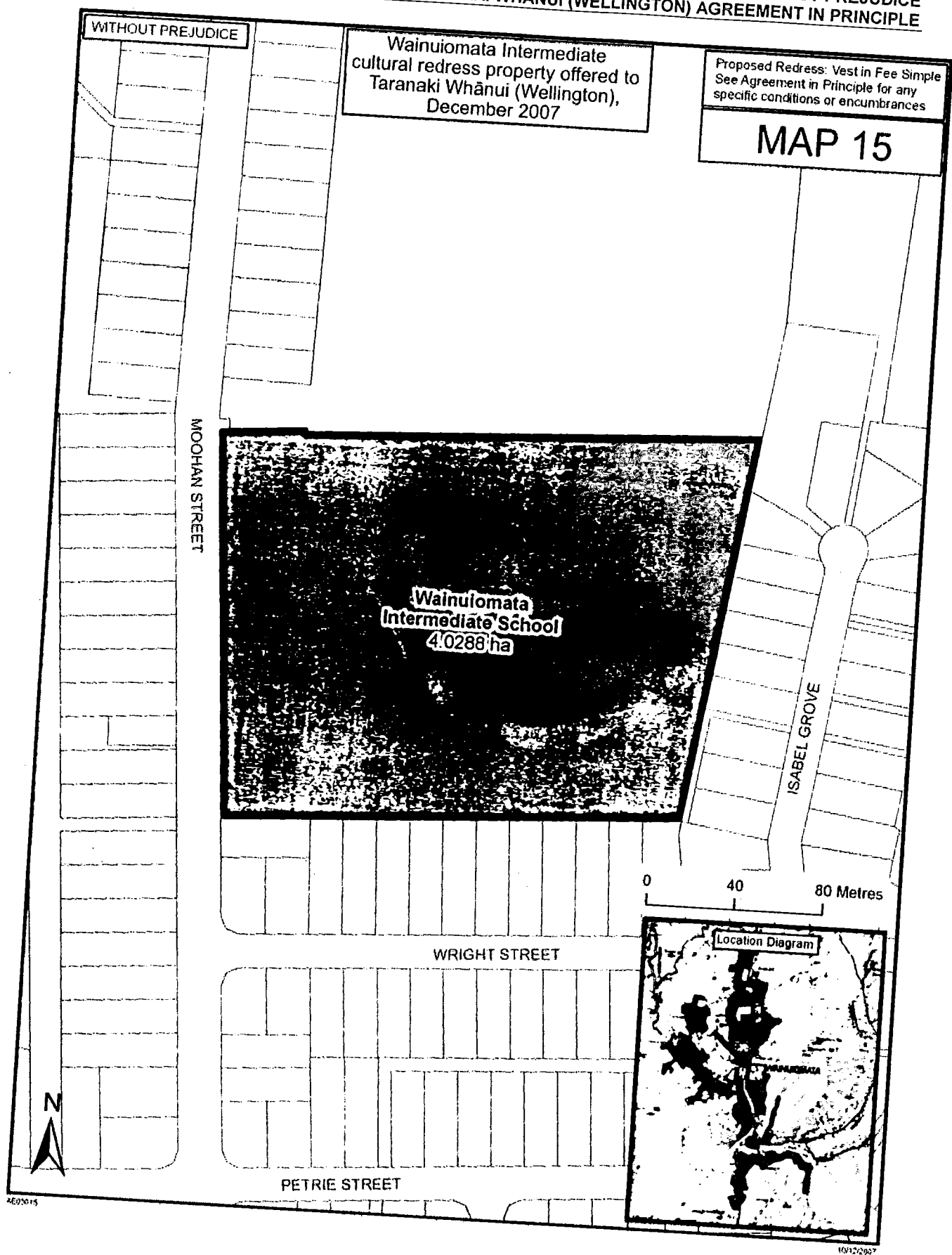


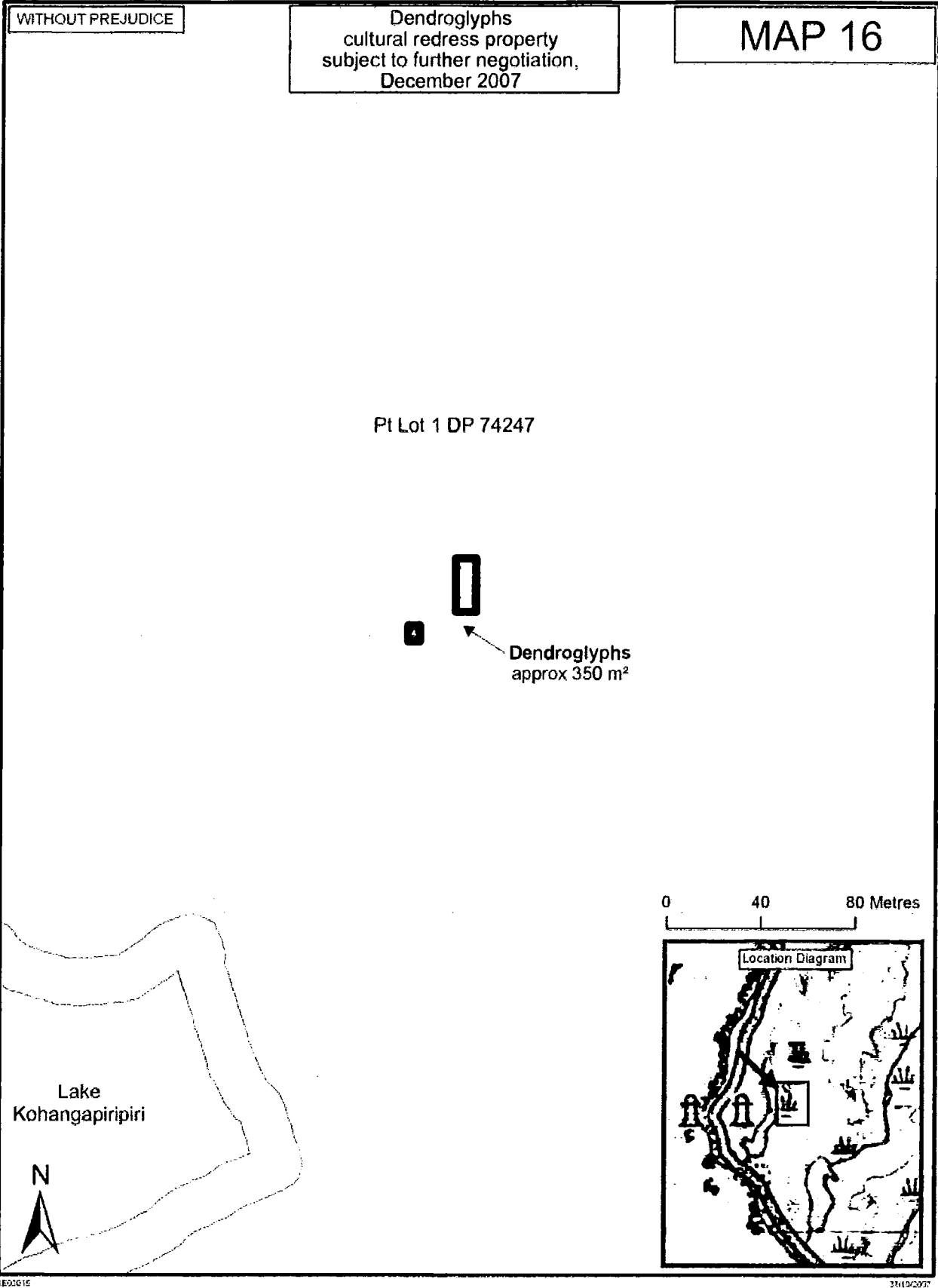
WITHOUT PREJUDICE

Wainuiomata Intermediate
cultural redress property offered to
Taranaki Whānui (Wellington),
December 2007

Proposed Redress: Vest in Fee Simple
See Agreement in Principle for any
specific conditions or encumbrances

MAP 15

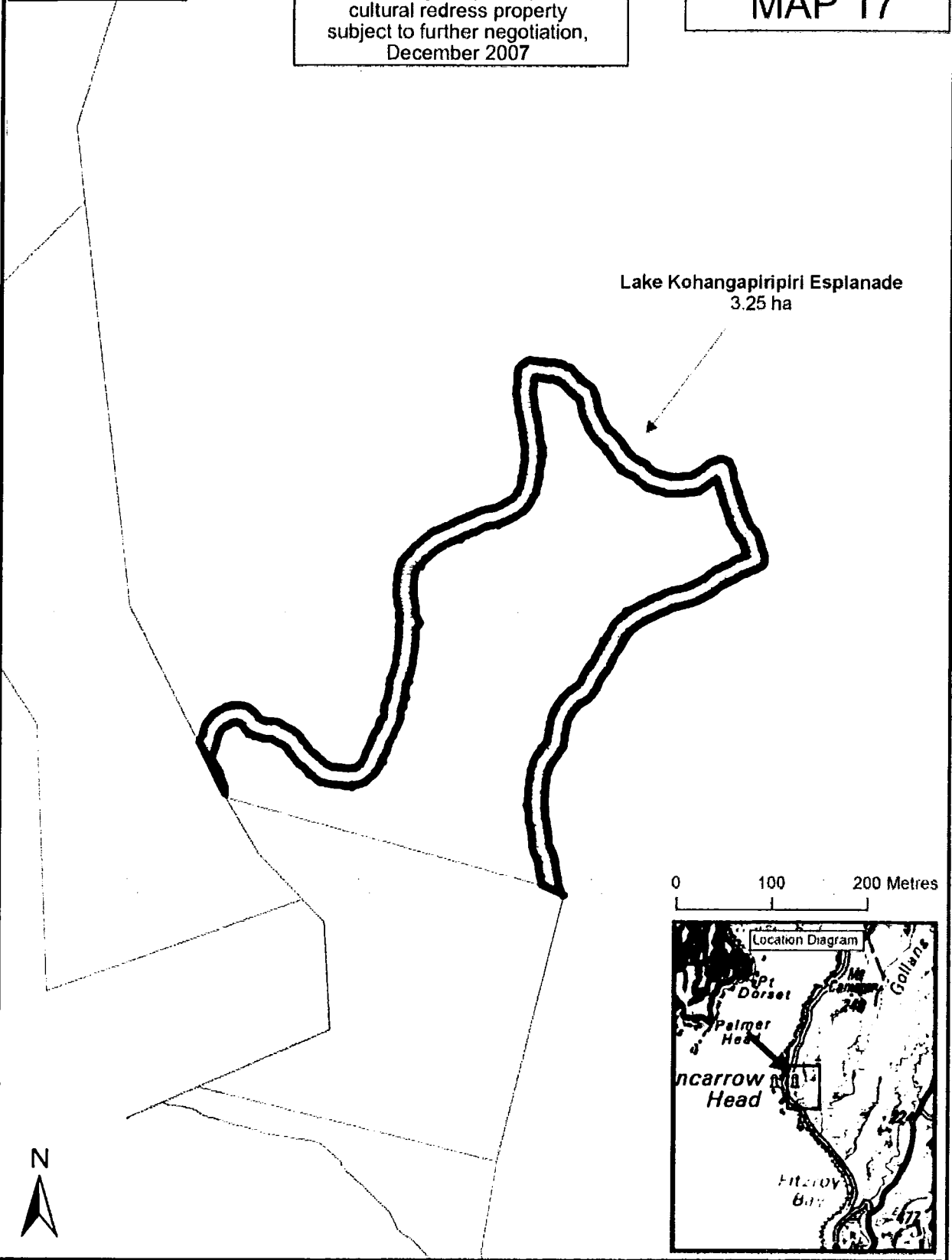


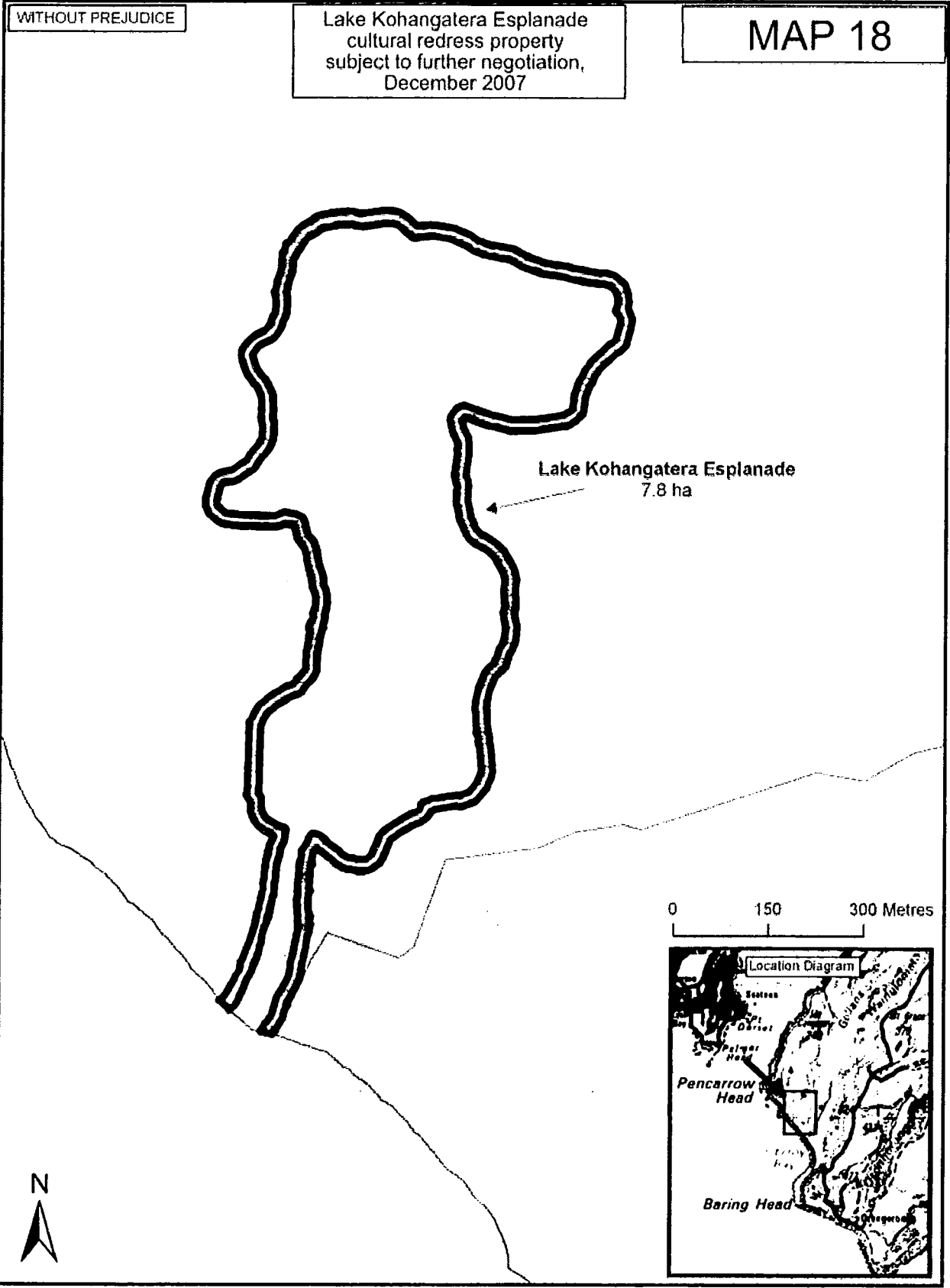


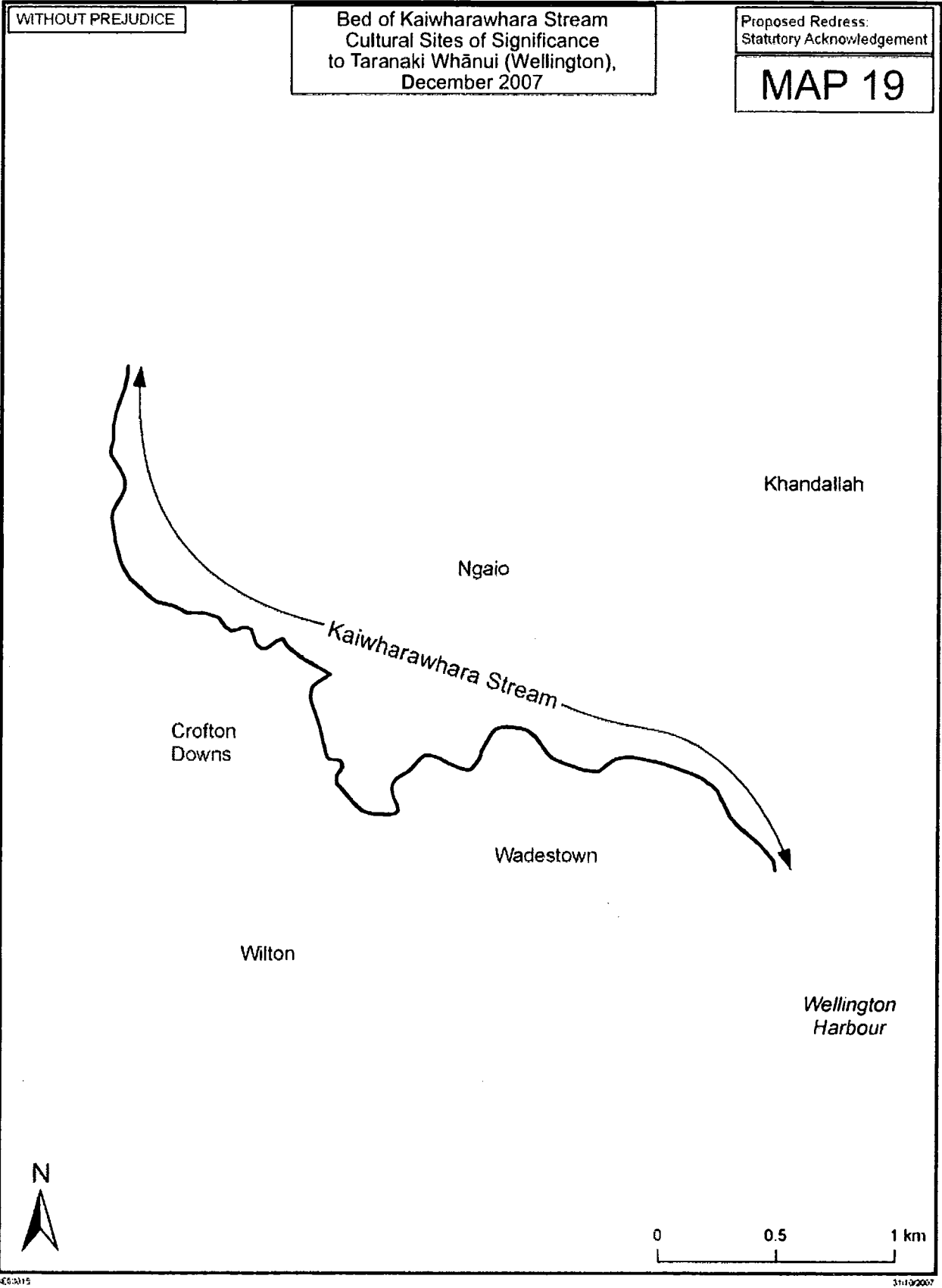
WITHOUT PREJUDICE

Lake Kohangapiripiri Esplanade
cultural redress property
subject to further negotiation,
December 2007

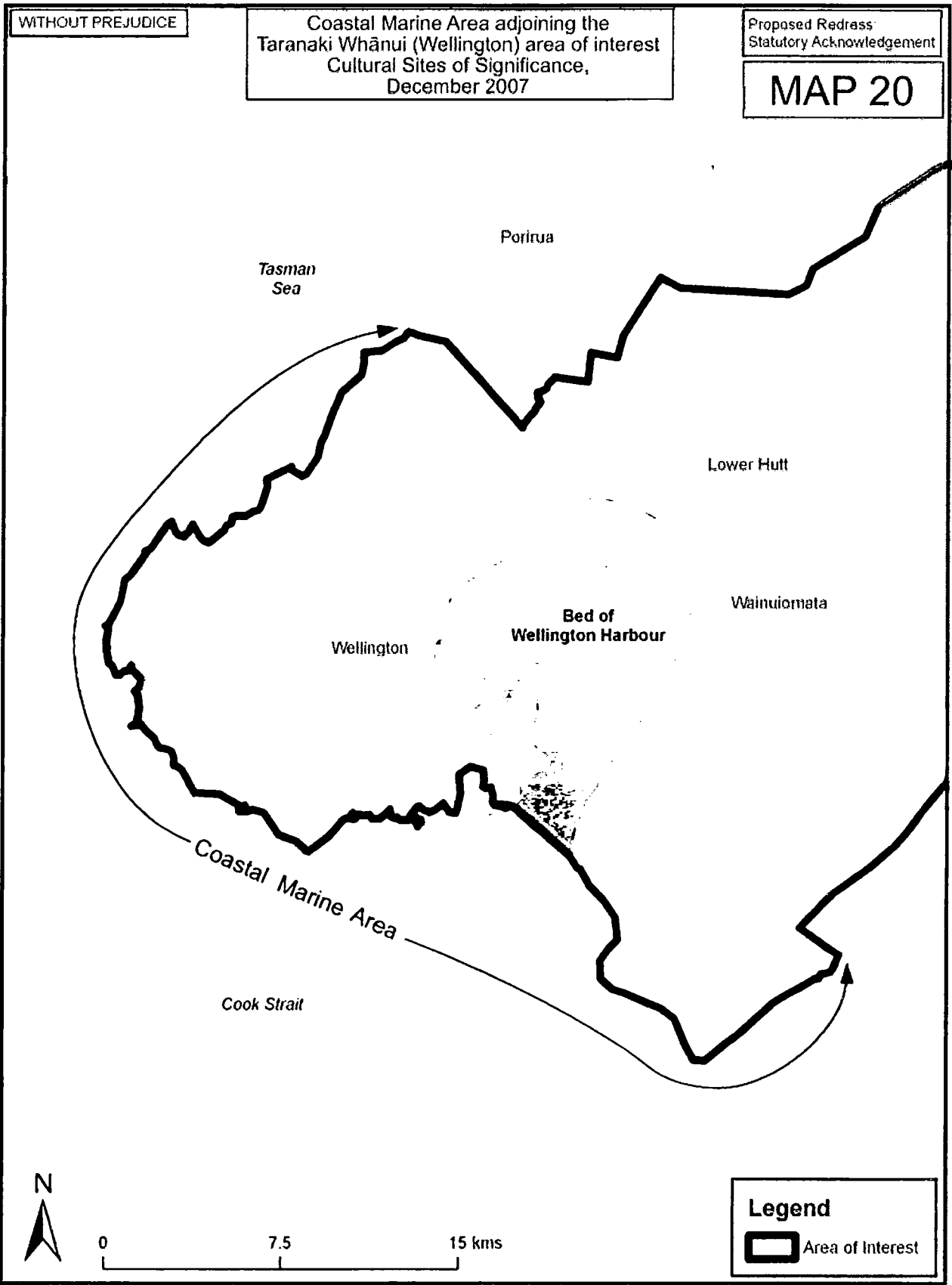
MAP 17



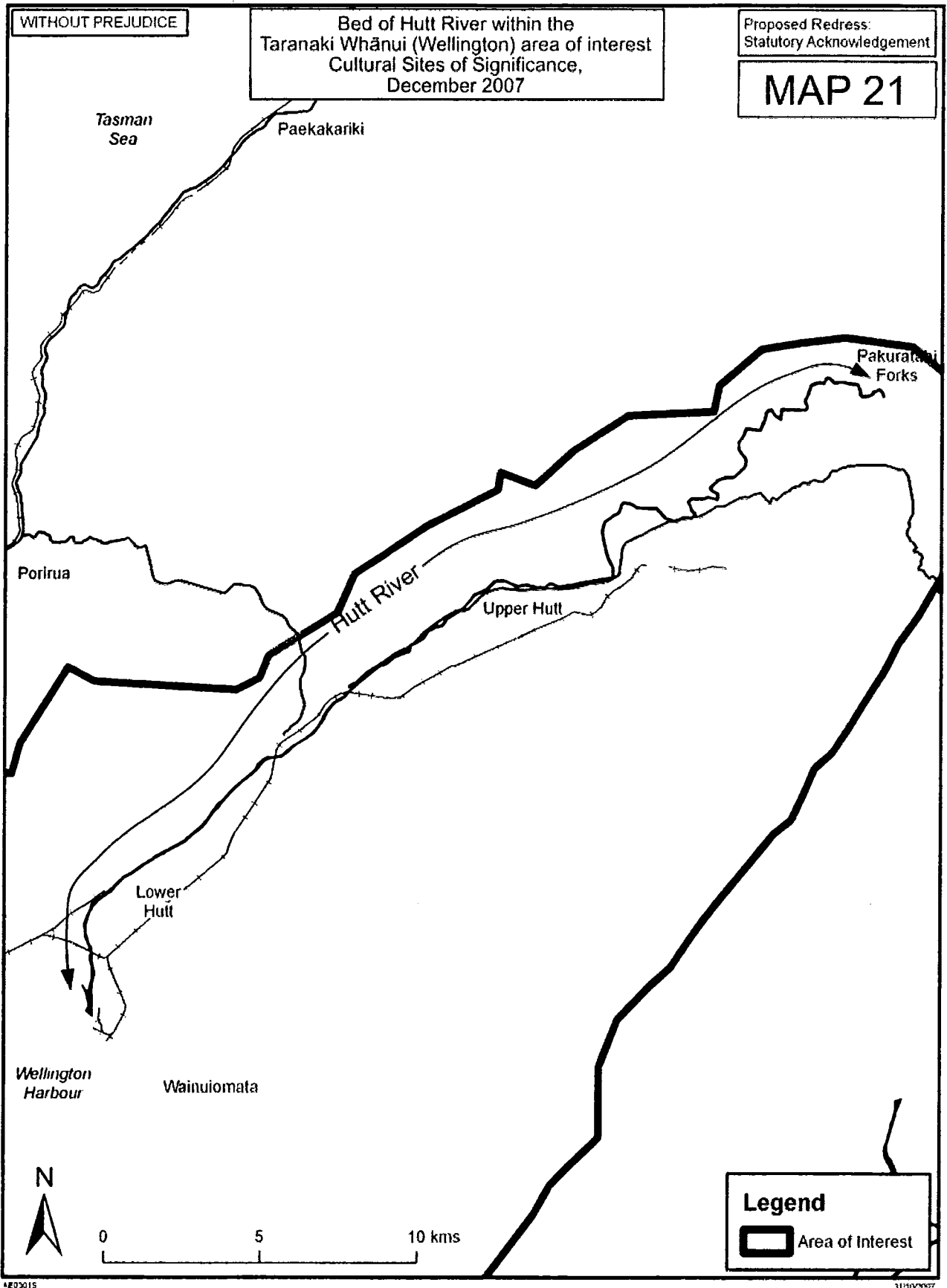


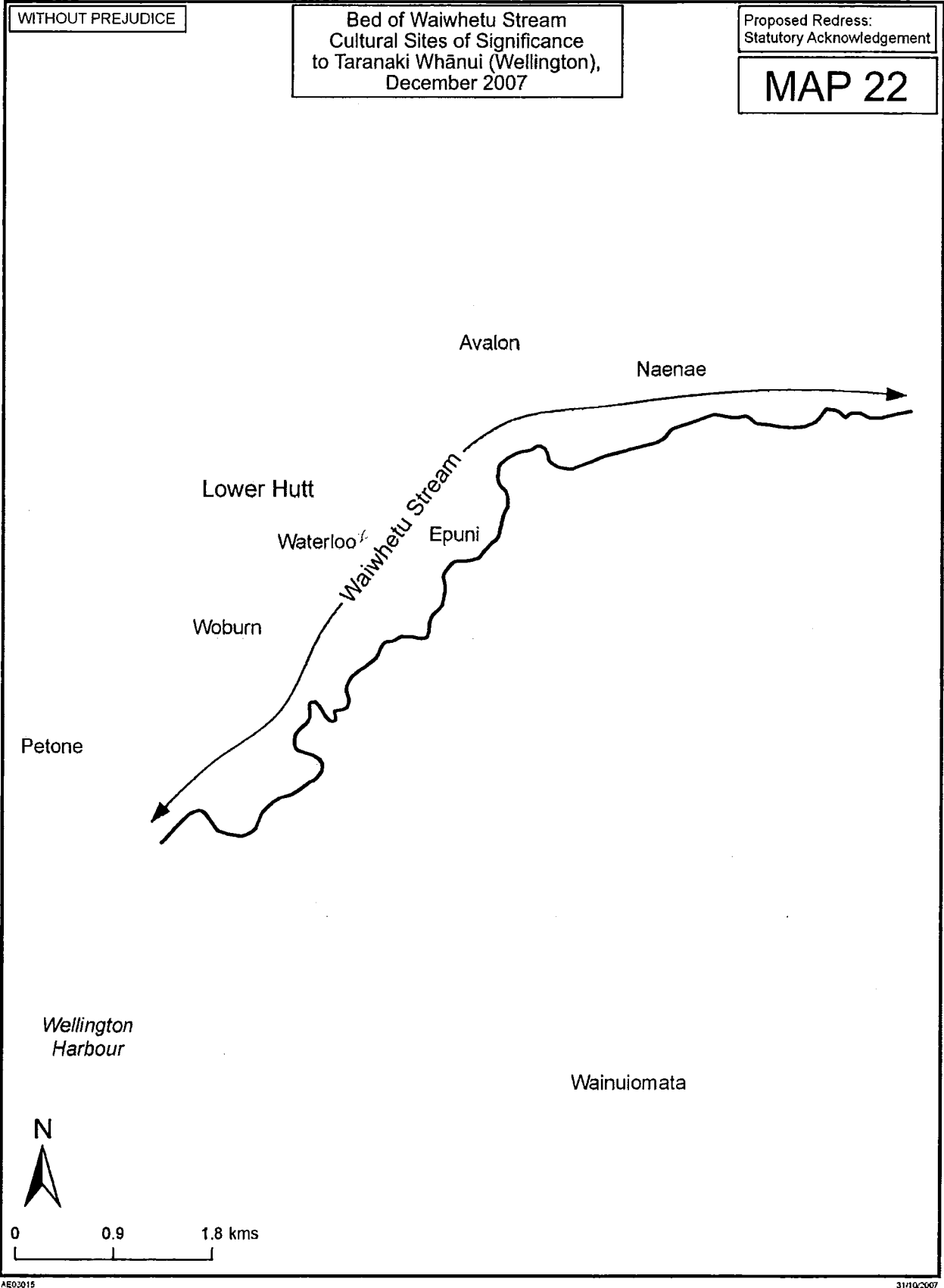


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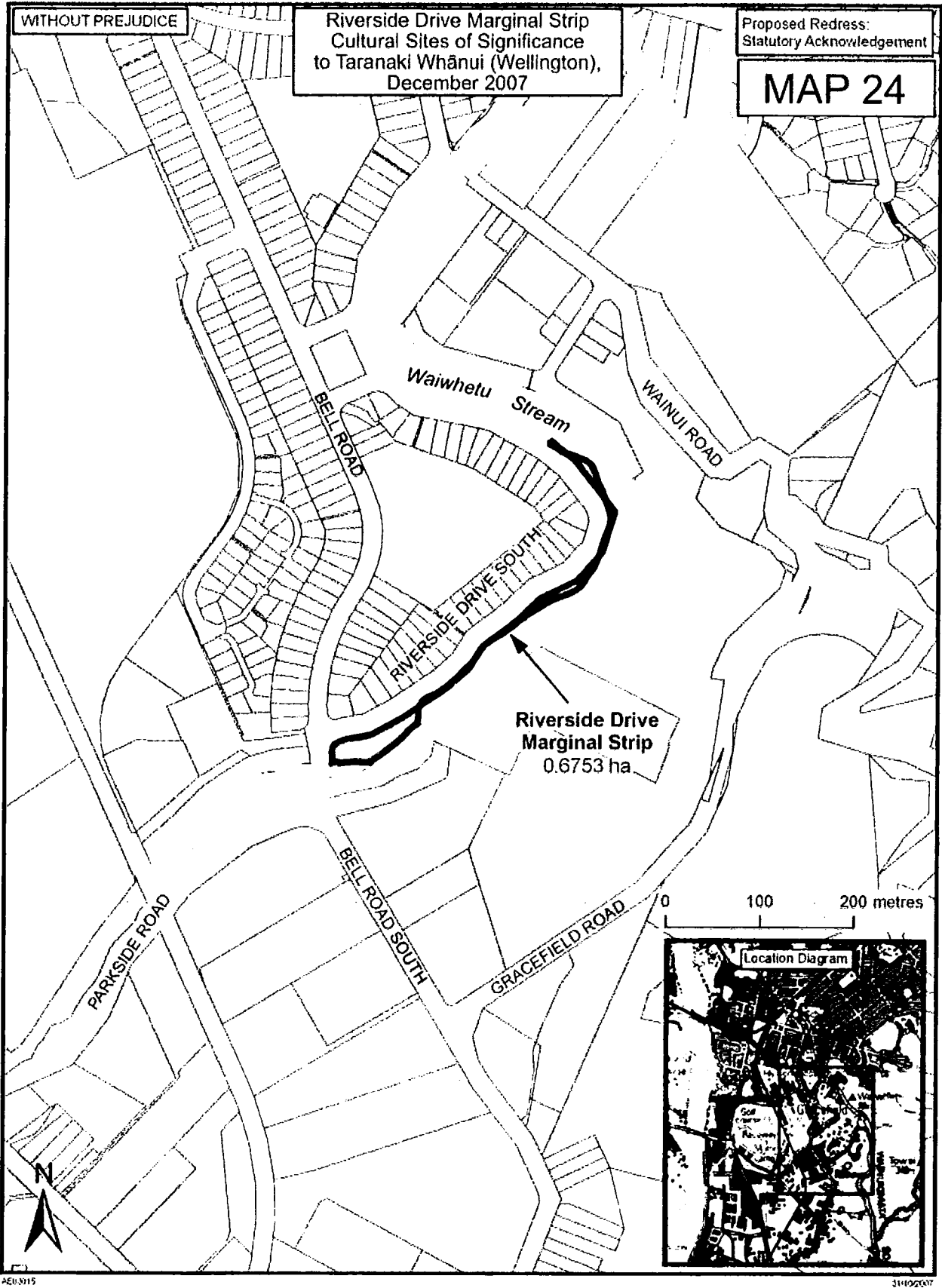
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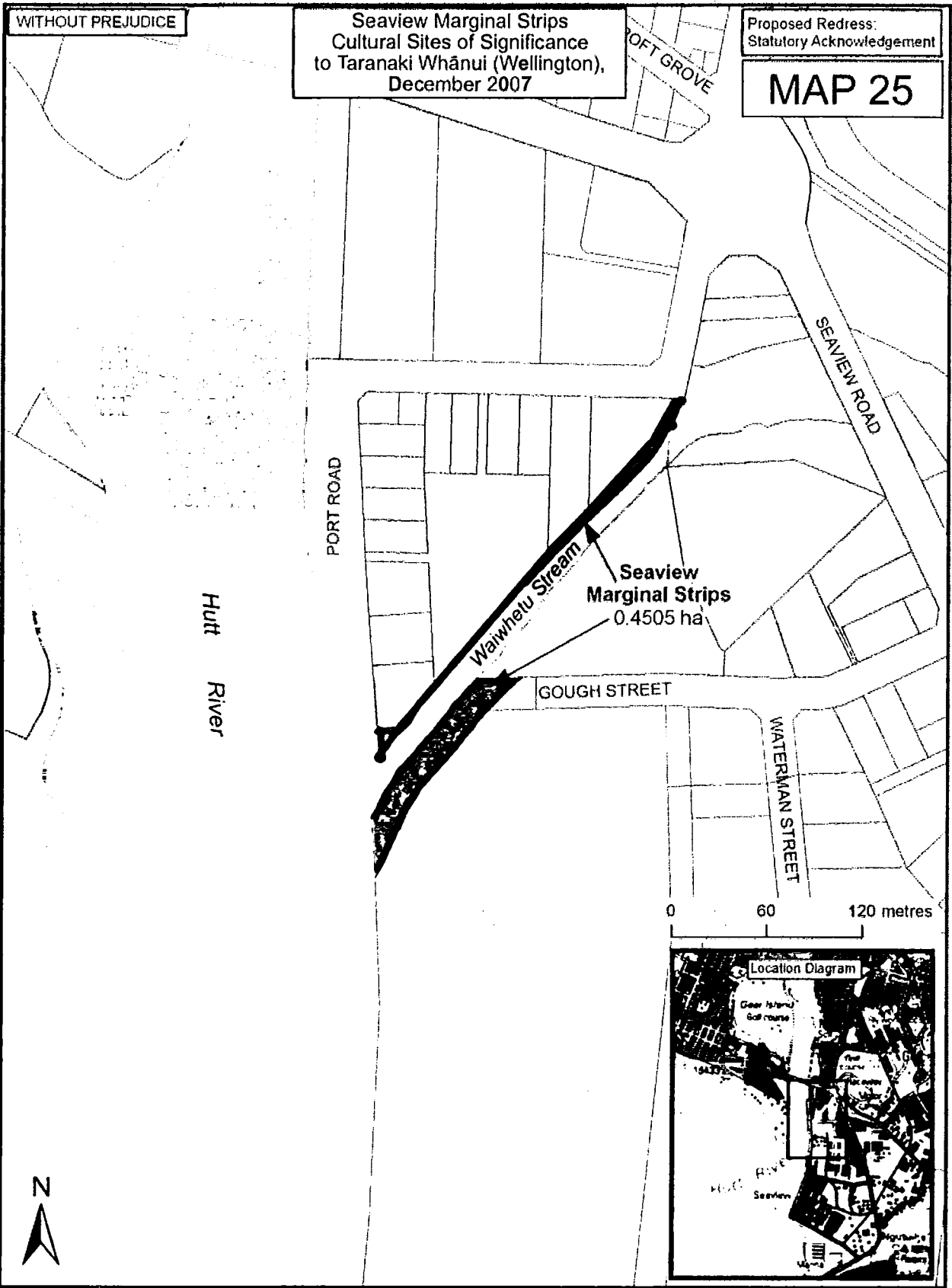


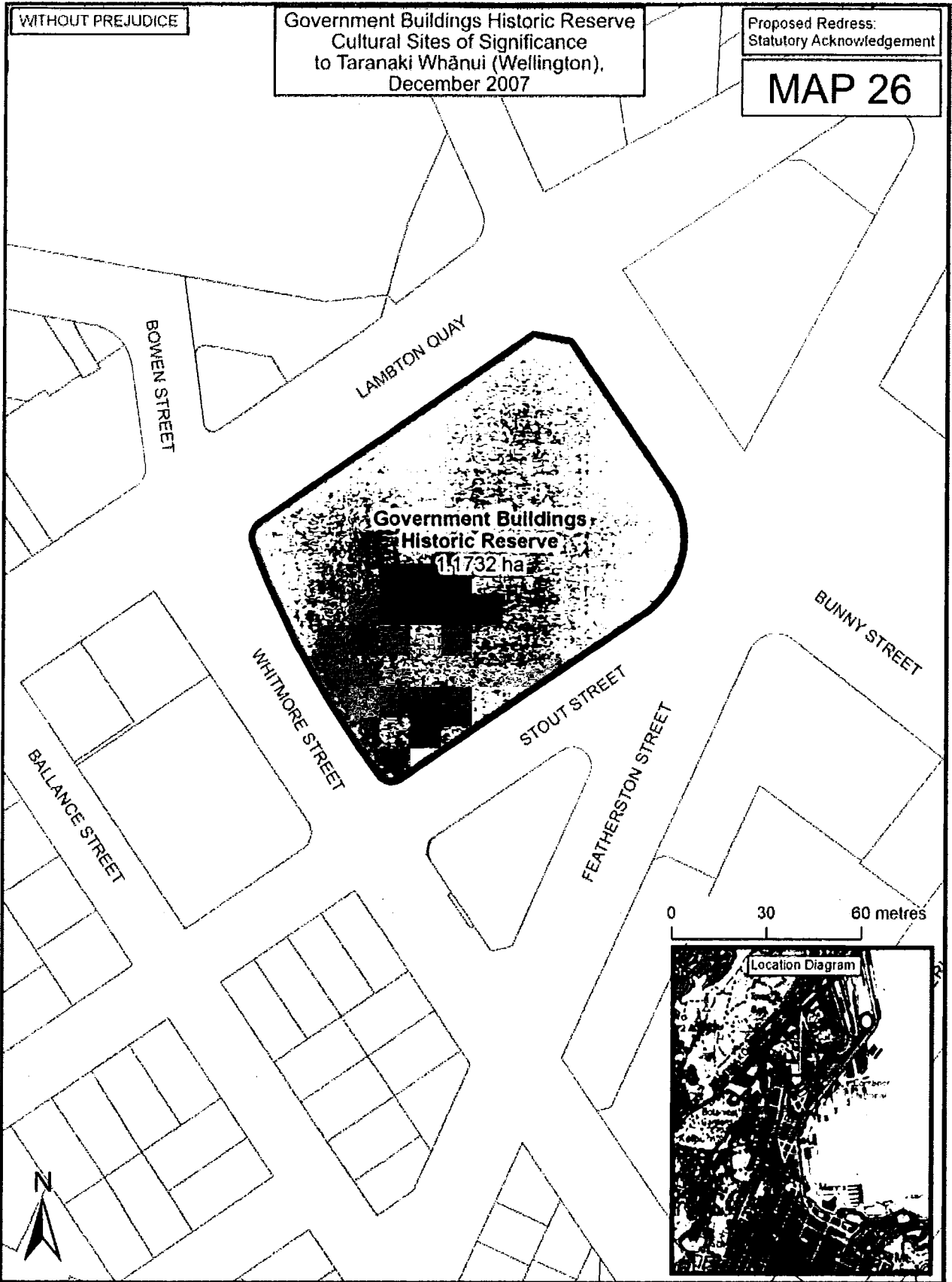


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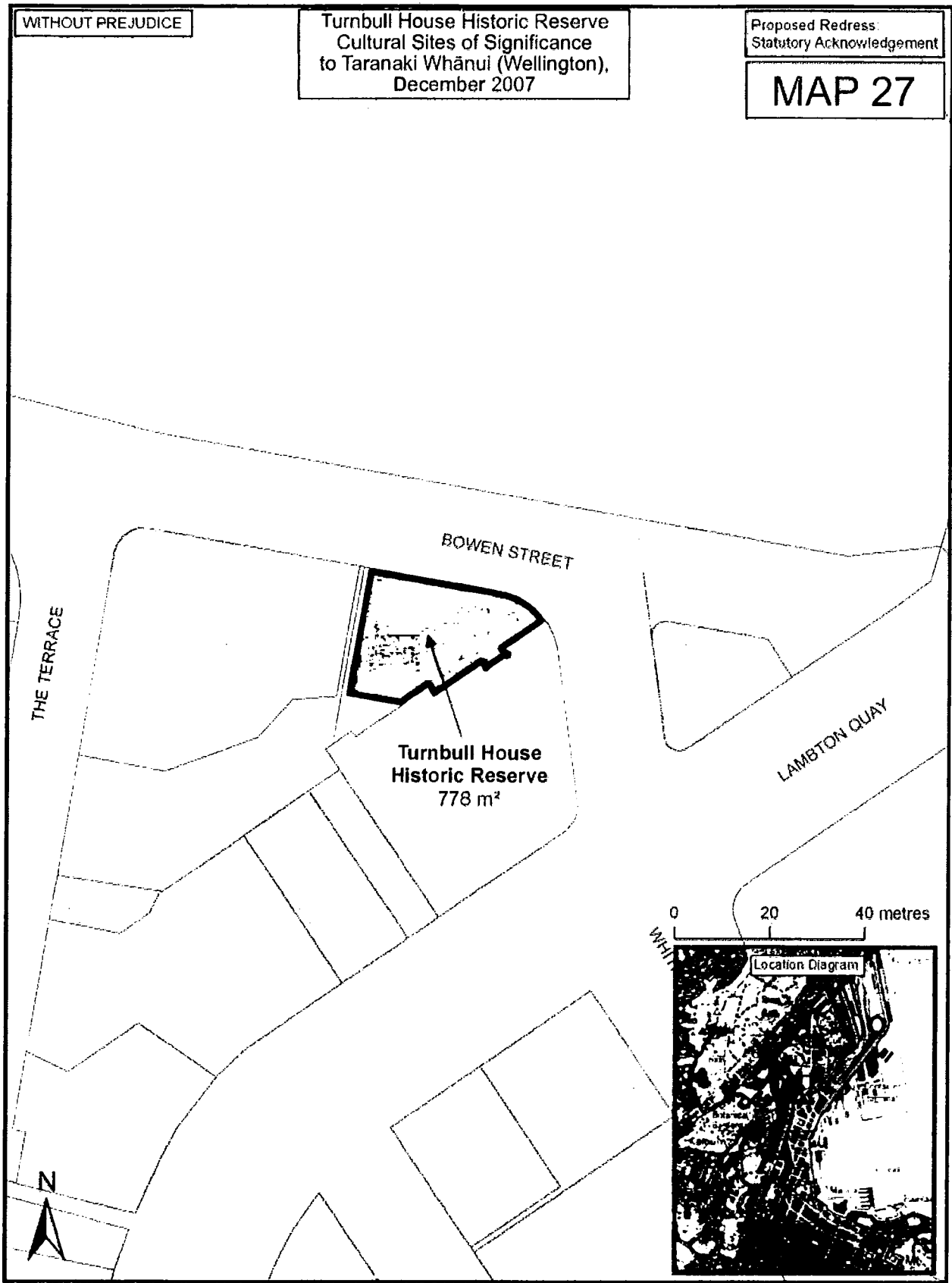


WITHOUT PREJUDICE

Turnbull House Historic Reserve
Cultural Sites of Significance
to Taranaki Whānui (Wellington),
December 2007

Proposed Redress:
Statutory Acknowledgement

MAP 27

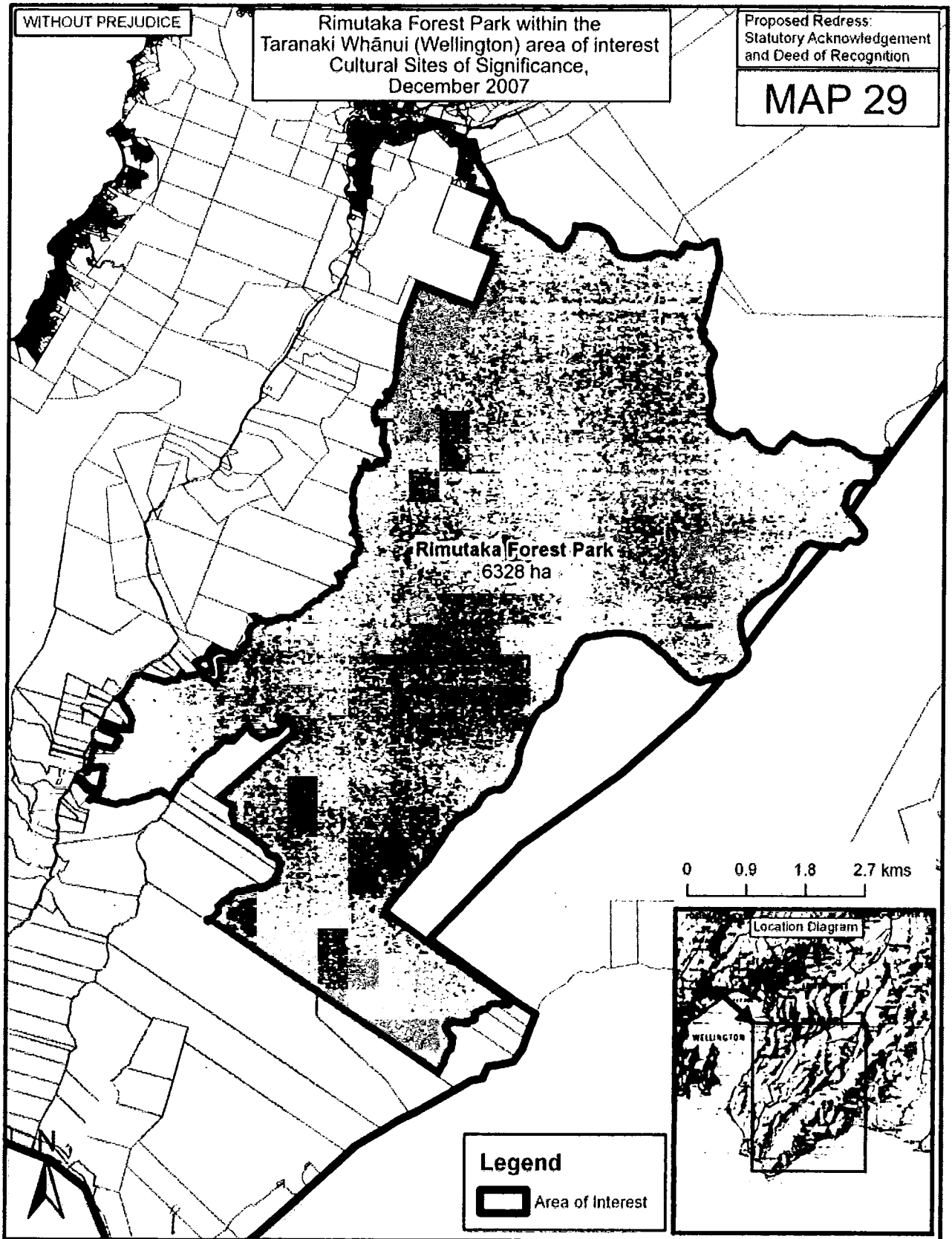


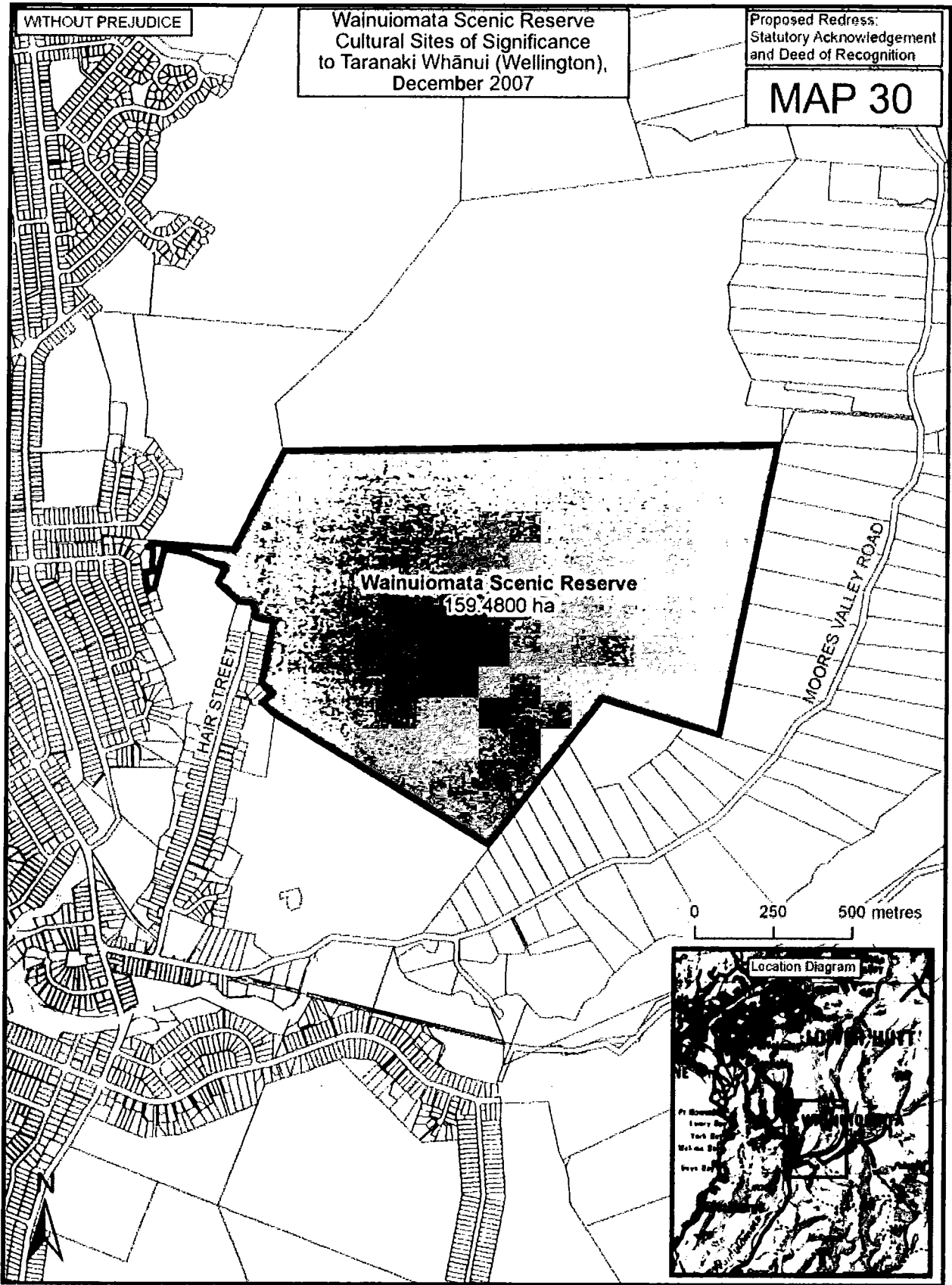
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31/10/2007

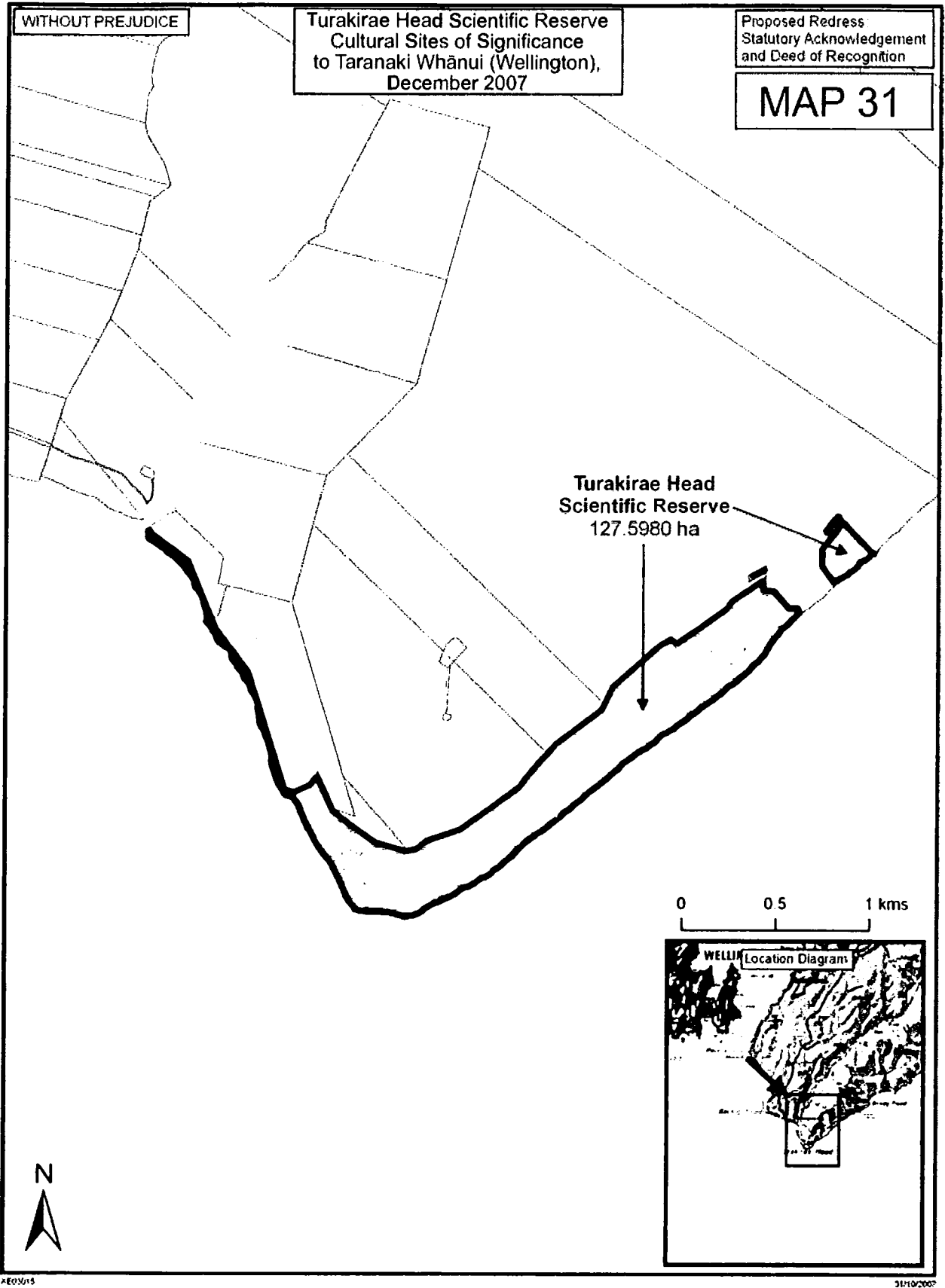


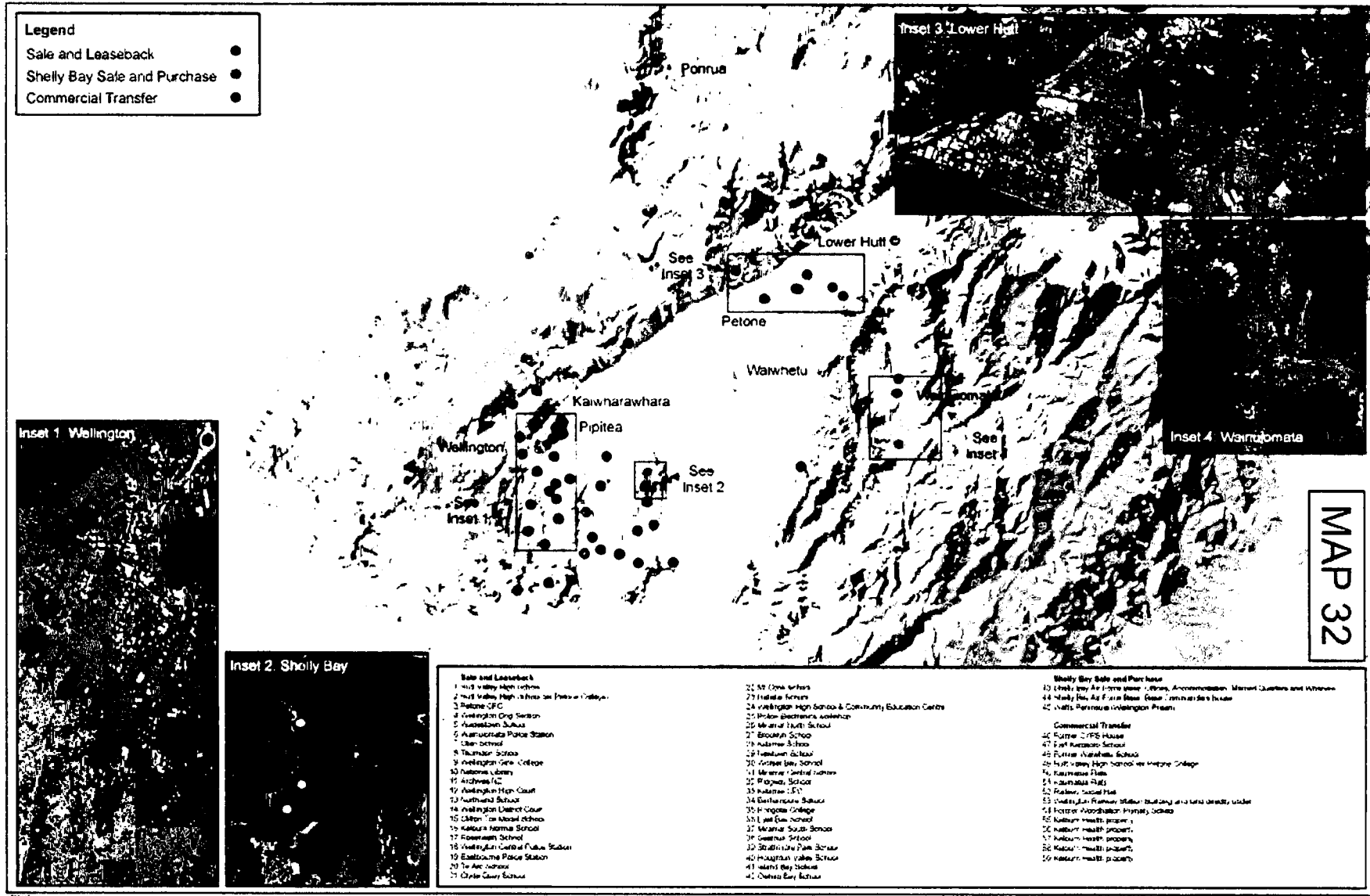
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TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE





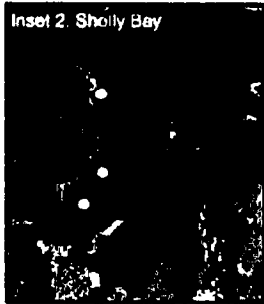
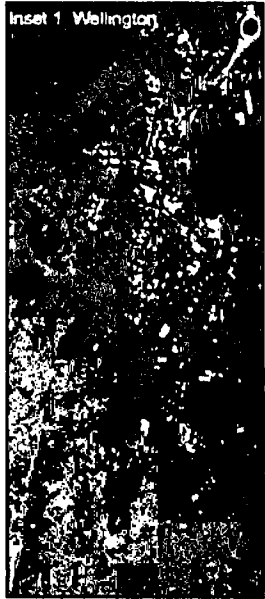
WITHOUT PREJUDICE
TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE





Legend

- Sale and Leaseback
- Shelly Bay Sale and Purchase
- Commercial Transfer



MAP 32

- Sale and Leaseback**
- 1 Mt Valley High Centre
 - 2 Mt Valley High in Area on Pines in Valley
 - 3 Balmes CFC
 - 4 Wellington City Station
 - 5 Auckland Julius
 - 6 Auckland Police Station
 - 7 Glen School
 - 8 Thurston School
 - 9 Wellington Girls' College
 - 10 National Library
 - 11 Ardmore ITC
 - 12 Wellington High Court
 - 13 Northland School
 - 14 Wellington District Court
 - 15 Clifton Tax Mutual Offices
 - 16 Makara Normal School
 - 17 Epsomwell School
 - 18 Wellington Central Public Stadium
 - 19 Eastbourne Police Station
 - 20 Te Aro Offices
 - 21 Oyley Quay School

- 22 Mt Oka Offices
- 23 Huttale Farms
- 24 Wellington High School & Community Education Centre
- 25 Union Electronics Wellington
- 26 Miramar North School
- 27 Epsom School
- 28 Kaitake School
- 29 Kaitake School
- 30 Carter Bay School
- 31 Miramar Central Offices
- 32 Kaitake School
- 33 Kaitake School
- 34 Bathurst School
- 35 Hargrave College
- 36 Mt Oka School
- 37 Miramar South School
- 38 Miramar School
- 39 St Albans Park School
- 40 Hargrave Valley School
- 41 Wairaromata School
- 42 Oyley Quay School

- Shelly Bay Sale and Purchase**
- 13 Shelly Bay Air Force Base Offices, Accommodation, Mess and Welfare
 - 14 Shelly Bay Air Force Base (Base Commanders House)
 - 15 Wairaromata Wellington Prison
- Commercial Transfer**
- 46 Furrer CRPS House
 - 47 East Auckland School
 - 48 Furrer Auckland School
 - 49 Mt Valley High School at Hargrave College
 - 50 Kaitake Flats
 - 51 Kaitake Flats
 - 52 Kaitake Social Flat
 - 53 Wellington Railway Station building and land directly under
 - 54 Foster Woodhatch Property, Leases
 - 55 National Health property
 - 56 National Health property
 - 57 National Health property
 - 58 National Health property
 - 59 National Health property
 - 60 National Health property
 - 61 National Health property

Taranaki Whānui (Wellington) Commercial Redress

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TARANAKI WHĀNUI (WELLINGTON) AGREEMENT IN PRINCIPLE
WITHOUT PREJUDICE

Appendix A

Valuation Process – Deferred Selection Properties and Assets

High Value Properties

- 1 The Crown and PNBCT each commission a registered valuer (at their own cost);
- 2 Each party obtains a market valuation based on agreed instructions to valuers (as attached), which is then exchanged with the other party;
- 3 If the valuations differ, the parties are required to enter into discussion, with the aim of agreeing a transfer value;
- 4 If the parties are unable to reach an agreed transfer value, the parties will refer the matter to arbitration (process under the Arbitration Act 1996), which will be binding on both parties, for determination of fair market value; and
- 5 Each party is responsible for their own costs, and half of the cost of any arbitration process.

Low value properties

- 6 The Crown and PNBCT jointly commission a registered valuer;
- 7 The valuer is instructed to prepare a market valuation based on agreed instructions to valuers (as attached) which is binding on both parties; and
- 8 Each party is responsible for half the cost of the valuation.

General

- 9 All valuations will be based on:
 - a instructions to valuers;
 - b the due diligence information provided by the vendor agency;
 - c the standard terms and conditions for transfer of commercial properties that will be attached to the Agreement in Principle;
 - d all existing leases, licences and other encumbrances disclosed by the Crown;
 - e all leases, licences, and other encumbrances proposed for the Deed of Settlement; and,
 - f a practical valuation date agreed by the parties.

Form of Instructions to Valuers

Introduction

- 10 The Crown and PNBCT are negotiating the settlement of Treaty of Waitangi and other claims of Taranaki Whānui (Wellington) and may, as part of the settlement of those claims, have the opportunity to purchase certain properties from the Crown. The purpose of these valuations is to establish the value at which the properties would transfer from the Crown to Taranaki Whānui (Wellington).
- 11 [The Crown and PNBCT are each instructing separate valuers to value the Properties.
- 12 The Crown and PNBCT have agreed procedures to resolve differences between the valuations, where necessary.]²

Properties

- 13 The [properties/assets] are specified in the attached schedule. [A copy of the terms and conditions of the lease(s) which will be entered into on transfer of the [property (ies)/asset] is attached for each valuer's consideration.

Requirements

- 14 The Crown and PNBCT have agreed the following requirements for these valuations:
 - a The effective date of valuation is to be [](Valuation Date);
 - b The value required is the market value of the [property/asset] being the estimated amount, exclusive of GST, at which the [property/asset] should if being transferred, be transferred on the Valuation Date from a willing seller to a willing buyer in an arms length transaction, after proper marketing with each party to the transfer acting knowledgeably, prudently and without compulsion. The following should be taken into account:
 - i any encumbrances or interests or other matters affecting or benefiting the [property/asset] as are noted on the [certificate of title for the property/asset] on the Valuation Date or as are disclosed in writing by the Crown, provided that the valuer shall not take into account any claim by, or on behalf of, Taranaki Whānui (Wellington) over that property. [In particular the valuer should consider the value of the lease as an integral part of the valuation]; and
 - ii the terms of transfer.

² For separate valuations only

- c [Both valuers are to inspect the [property/asset] on a day to be agreed between them and the vendor agency. The valuers will attempt to resolve between them any matters arising from their inspections by the end of the following day.]²
- d [Before the inspection of the [property/asset], both valuers are to agree on:
 - i The valuation method or methods applicable to the [property/asset]; and
 - ii The applicable comparable sales to be used in determining the value of the property interest if relevant and comparable rentals]²
- e Each Valuation Report provided by a valuer shall:
 - i include an assessment of the Market Value of the [property/asset] being valued as at the Valuation Date;
 - ii meet the minimum requirement set out in Section 5 of the “New Zealand Institute of Valuers Valuation Standard 1: Market Value Basis of Valuation”, and other relevant standards, insofar as they are relevant;
 - iii include an executive summary containing:
 - A a summary of the valuation along with key valuation parameters;
 - B a summary of key issues affecting value, if any;
 - C the name of the valuer and his or her firm; and
 - D the signature of the valuer and lead valuer (if applicable).
 - iv include a property report based on the standard referred to in paragraph 5e(ii); and
 - v attach appendices setting out:
 - A a statement of valuation methodology and policies; and
 - B relevant market and sales information.

15 The valuer is to supply two copies of the Valuation Report.

Timing

16 Valuation reports are to be submitted to Clients no later than []

Commercial Transfer / Deferred Selection Properties

Property Name	Location	Physical Description	Land Area (ha)	ID no / Legal Description / Comment
Part Korokoro School	Korokoro Road, Lower Hutt	Vacant residential section	0.8370	Lot 2 DP 327546
Former Waiwhetu School	Grenville Street, Lower Hutt	Closed school	1.6221	Lot 2 DP 319038
Former Woodhatton Primary School	Wood Street, Wainuiomata	Closed school	1.7530	Lot 1 DP 328964
Kelburn Health property	1A Gladstone Terrace		0.0433	Lot 1 DP 9340
Kelburn Health property	35 Salamanca Road		0.0740	Lot 2 DP 11429
Kelburn Health property	37 Salamanca Road		0.0496	Lot 12 DP 6205
Kelburn Health property	39 Salamanca Road		0.0519	Lot 11 DP 6205
Kelburn Health property	41 Salamanca Road		0.0562	Lot 10 DP 6205
Kaumatua Flats	12 Wellington Road, Lower Hutt	Eight residential flats	0.1895	Lot 1 DP 57961
Kaumatua Flats	138 Whites Line East, Lower Hutt	Four residential flats	0.1069	Lot 86 DP 15344
Former CYFS House	116 Naenae Road, Lower Hutt	Seven bedroom house	0.2481	Lot 1 DP 72224
Petone College	29 North St (also known as 25-28 Graham St)	Closed school	3.3031	Sec 2 SO 327922
Wellington Railway Station Land and Building				Part of Pt Lot 1 DP 10550 Subject to any existing encumbrances, including protection of heritage values and rail interests
Social Hall Land and Building, Railway Station			0.0775	Lot 39 DP 79376

Appendix C

Conditional Sale and Purchase Agreement for Surplus Shelly Bay Properties

Agency	ID / Legal Description	Property	Address	Land Area (ha)
New Zealand Defence Force [Shelly Bay Air Force Base]	Secs 8 & 9 SO 339948 and Sec 1 SO 37849	Offices, Accomodation and Married Quarters	Shelly Bay Road	3.7476
	Part Lot 3 DP 3020 and Section 2 SO 339948	Base Commander's house	Shelly Bay Road	1.2969
		Wharves	Shelly Bay Road	N/A
Corrections [Watts Peninsula (Wellington Prison)]	WN 46B/925	Surplus corrections land adjoining Wellington Prison	Nevay Road	2.8624

Sale and Leaseback Properties

Agency	ID / Legal Description	Property	Address	Land Area (ha)
Ministry of Education	ID# 2808	Berhampore School	105 Britomart Street	
	ID# 2816	Brooklyn School (Wellington)	Washington Avenue	
	ID# 2826	Clifton Tce Model School	Clifton Terrace	
	ID# 2827	Clyde Quay School	Elizabeth Street	
	ID# 2854	Hataitai School	Arawa Road	0.7949
	ID# 2861	Houghton Valley School	110 Houghton Bay Road	1.6423
	ID# 261	Hutt Valley High School	Woburn Road	6.9153
	ID# 261	Hutt Valley High School (ex Petone College)	Graham Street	0.3252
	ID# 2865	Island Bay School	Thames Street	0.8089
	ID# 2876	Kelburn Normal School	Kowhai Road	1.5101
	ID# 2880	Kilbirnie School	72 Hamilton Rd	0.7474
	ID# 2892	Lyall Bay School	Park Road	1.057
	ID# 2915	Miramar Central School	Weka Road	2.2506
	ID# 2916	Miramar North School	Kauri Street	1.468
	ID# 2917	Miramar South School	Kauri Street	1.8233
	ID# 2918	Mt Cook School (Wellington)	160 Tory Street	
	ID# 2926	Newtown School	Mein Street	
	ID# 2931	Northland School	14 Harbour View Road	
	ID# 3073	Otari School	166 Wilton Road	
	ID# 2942	Owhiro Bay School	Happy Valley Road	
ID# 277	Rongotai College	Coutts Street	9.6978	
ID# 2980	Ridgway School	Mornington Road		
ID# 2982	Roseneath School	Maida Vale Road		

Negotiations — Confidential

Agency	ID / Legal Description	Property	Address	Land Area (ha)
	ID# 2987	Seatoun School	59 Burnham Street	
	ID# 3027	Strathmore Park School	Strathmore Avenue	
	ID# 3037	Te Aro School	The Terrace	
	ID# 3040	Thorndon School	19b Hobson Crescent	
	ID# 3055	Wadestown School	Rose Street	
	ID# 272	Wellington Girls' College	Pipitea Street	1.8240
	ID# 273	Wellington High School & Community Education Centre	Taranaki Street	
	ID# 3077	Worser Bay School	168 Seatoun Heights Road	
Ministry of Justice	Secs 1-3 Blk VI Thorndon Reclamation & Lot 1 DP 6634	Wellington District Court	43 Balance St	0.1640
	Secs 1 & 2 SO 35741 WN34B/185 & WN34B/186	Wellington High Court	2 Molesworth St	0.3304
New Zealand Police		Eastbourne Police Station [Station and house all one building]	117-119 Muritai Road	
	Pt Sec 6, Hutt District	Petone CPC	274a Jackson Street	
		Wainuiomata Police Station	3 Fitzherbert Road	
		Kilbirnie CPC	639 Evans Bay Parade	0.0597
	Lot 1 DP 56299 WN26C/97, GN 73382.1	Wellington Central Police Station	39-41 Victoria St	0.2736
	LOT 3, DP 74987	Wellington Dog Section WN42A/534	29 Centennial Highway, Ngauranga	1.2805
	Lots 9-11, 13-16 and Pt Lots 8, 12, 17 DP 1776 & Sec 1 SO 24543	Electronics workshop	72 Adelaide Rd, Newtown	0.1672
Archives New Zealand	Sec 1257 Town of Wgtn WN34D/86	National Archives	10 Mulgrave Street	0.5466

Negotiations — Confidential

Agency	ID / Legal Description	Property	Address	Land Area (ha)
National Library	Sec 2 SO 36509 WN39D/608	National Library	58 Molesworth Street	0.5566

Right of First Refusal Properties

Right of First Refusal Properties							
AGENCY	Property name	ID Number	LEGAL DESCRIPTION	AREA(ha)	ADDRESS	CURRENT USE	COMMENTS
DOC	Lake Kohangatera Wildlife Reserve	R27023		34.0000	Fitzroy Bay	Conservation purposes	
	Lake Kohangapiripiri Wildlife Reserve	R27024		8.7900	Fitzroy Bay	Conservation purposes	
	Pencarrow Head Recreation Reserve	R27025		14.3158	Pencarrow Head	Conservation purposes	Appointment Greater Wellington to manage
	Makaro Scientific Reserve	R27028		1.7000	Makaro/Ward Island	Conservation purposes	
	Mokopuna Scientific Reserve	R27029		0.7992	Mokopuna - Island	Conservation purposes	
	Waitohu Road Stewardship	R27030		0.0103	Waitohu Road, Eastern Bays Marine Drive	Conservation purposes	
	Cheviot Road Scenic Reserve	R27031		0.1784	Cheviot Road, Lowry Bay	Conservation purposes	Appointment Greater Wellington to manage
	Lowry Bay Scenic Reserve Site One			0.3007	Kaitawa Road, Richmond Road, Whiorau Grove	Conservation purposes	Appointment Greater Wellington to manage
	Lowry Bay Scenic Reserve Site Two			43.6555	Kaitawa Road, Richmond Road, Whiorau Grove	Conservation purposes	Appointment Greater Wellington to manage
	Marine Drive Recreation Reserve	R27033		34.7113	Eastern Bays Marine Drive, Wainuiomata Road	Conservation purposes	Appointment Greater Wellington to manage
	Wainuiomata Scenic Reserve	R27034		159.4800	Hair Street	Conservation purposes	
	Bracken Street Stewardship	R27036		2.8169	Bracken Street, Petone	Conservation purposes+Concession	
	Korokoro Reclamation Stewardship	R27038		2.045	The Esplanade	Conservation purposes	Appointment Hutt City Council to manage
	Part Rimutaka Forest Park	R27052		6328.0000	Coast Road, Hine Road	Conservation purposes	Exchange of 6000 m2 (Hine Road) for Hutt City Council Scenic Reserve
	Fort Street Stewardship	R27057		0.3085	Fort Street, Ngauranga	Conservation purposes	
	Seaview Marginal Strip	R27061		0.4505	Port Road	Conservation purposes	
	Point Halswell Public Reserve	R27079		0.3405	Massey Road	Conservation purposes	
	Government Buildings Historic Reserve	R27101		1.1722	Lambton Quay, Whitmore Street, Bunny Street, Stout Street	Conservation purposes + concession to VUW	
	Turnbull House Historic Reserve	R27102		0.0768	Bowen Street	Conservation purposes +Concession	
	Matiu Scientific Reserve	R27108		22.4881	Matiu/Somes Island	Conservation purposes +Concession	
	Fitzherbert Scenic Reserve	R27111		7.2910	Upper Fitzherbert Road	Conservation purposes	
	Matiu Historic Reserve	R27113		2.4000	Matiu/Somes Island	Conservation purposes +Concession	
	Point Dorset Recreation Reserve	R27114		8.449	Hector Street, Breaker Bay Road	Conservation purposes	Appointment Wellington City Council to manage
	Otari Stewardship Area	R27115		22.3692	Chartwell Drive	Conservation purposes	Appointment Wellington City Council to manage
	Turakirae Head Scientific Reserve	R28001		127.5980	Coast Road	Conservation purposes	
	Coromandel Street Stewardship					Conservation Purposes	
	Wrights Hill Recreation Reserve					Conservation purposes	

Right of First Refusal Properties

AGENCY	Property name	ID Number	LEGAL DESCRIPTION	AREA(ha)	ADDRESS	CURRENT USE	COMMENTS
	Wrights Hill Road Stewardship					Conservation purposes	
	Recreation Reserve (unnamed)					Conservation purposes	
	Riverside Drive Marginal Strip			0.6753		Conservation purposes	
	Kelburn Local Purpose Reserve			2.1719		Conservation purposes	
	Orongorongo Beach Marginal Strip	R28002		0.2564	Coast Road	Conservation purposes	
	Oteranga Bay Marginal Strip	Q27501		1.6612	Oteranga Bay		
	Makara Coast Marginal Strip	R27065		11.1000	Makara Road		
	Maungaraki Domain						
Land Information New Zealand	Ex NCEC Chartwell	11791	LOT 74 DP 32081	0.1715	15 Admiralty St, Chartwell	Steep section-building site not approved by Council	Surplus Govt Properties
	TRELISSICK PARK	12374	PT KORIMAKO STMBED SEC 1 SO 33736	0.0030	TRELISSICK PARK, Ngaio	Streambed	Unalienated Crown Land
	FITZHERBERT RD WAINUIOMATA	11945	PT LOT 23 DP 14197 Blk XVI BELMONT SD	0.0379	FITZHERBERT RD / NELSON CRES, WAINUIOMATA	road	
	JACKSON ST PETONE	11947	PT LOT 2 DP 13037 Blk XIII BELMONT SD	0.1518	WAIONE ST PETONE (NEAR BRIDGE)	ROAD	
	COAST RD WAINUIOMATA	11841	PT B3 ORONGORONGO Blk IX PENCARROW SD [PT B4 ORONGORONGO Blk IX PENCARROW SD	1.1245	COAST RD WAINUIOMATA (pa above Turakirae Head)	rural	Unalienated Crown Land
	Fitzroy Bay Horokiwi Quarries Limited	12033	PT OTHER OLD SEA BED Blk V Pencarrow SD	10.5000			Unalienated Crown Land
	Wharehoa Kohanga Reo	16562	Section 938 Hutt District	0.3924			Unalienated Crown Land
	TRACTION WORKSHOPS	15799	Lot 1 DP 327548, PT ALLOT KAIWHARAWHARA DISTRICT	0.1394			Railway Properties: Part under negotiation for sale to OnTrack
	KAIWHARAWHARA STREAM BANK	16364	Pt Lot 9 Deeds Plan 153, Section 1 SO 21 109, Pt Lot 1 10955, Pt Lot 1 7591, Pt Lot 1 10714, Pt Lot 82 Deeds 153, Pt Lot 1 & 2 DP 6732, Pt Lots 1 & 2 DP 6757	0.0396			Unalienated Crown Land
	Egmont St	12383	PT SEC 183 TOWN OF WELLINGTON	0.2450	Egmont St	road	
	Site of Australian High Commission	16056	Pt Secs 1296 & 615 TN of Wellington	0.3767			Crown Leases
	Abel Smith St	16251	SEC 1226 TOWN OF WELLINGTON	0.4421	Abel Smith St	vacant	
	Clifton Tce	16252	Sec 1 SO 30711	0.4496	Clifton Tce	vacant	

Right of First Refusal Properties

AGENCY	Property name	ID Number	LEGAL DESCRIPTION	AREA(ha)	ADDRESS	CURRENT USE	COMMENTS
Ministry of Justice	Supreme Court		SEC 1 SO 37081	0.3166	34-43 Stout St	Supreme Court	
	Supreme Court		SEC 1 & 2 SO 37067	0.1622	85-87 Lambton Quay	Justice Park	
	Court of Appeal		Pt Sec 1 SO 37158		34 Aitken St	Court of Appeal	
	Wellington High Court		Secs 1 & 2 SO 35741		2 Molesworth St	Wellington High Court	
	Wellington District Court		Secs 1-3 Blk VI Thorndon Reclamation & Lot 1 DP 6634	0.1640	43 Balance St	Wellington District Court	
Corrections	Wellington Prison	B		1.0901	Nevay Rd		
	Wellington Prison	B		0.4527	Nevay Rd		
	Wellington Prison	B		4.7775	Nevay Rd		
	Wellington Prison	B		0.5084	Nevay Rd		
	Wellington Prison	B		6.2561	Nevay Rd		
New Zealand Police	Wainuiomata Police Station				3 Fitzherbert Road		
	Kilbirnie CPC				639 Evans Bay Parade		
	Wellington Central Police Station				39-41 Victoria St		
	Wellington Dog Section		LOT 3, DP 74987	1.2805	29 Centennial Highway, Ngauranga		
	Petone CPC		Pt Sec 6, Hutt District		274a Jackson Street		
	Electronics workshop		Lots 9-11, 13-16 and Pt Lots 8, 12, 17 DP 1776 & Sec 1 SO 24543	0.1672	72 Adelaide Rd, Newtown		
	Eastbourne Police Station				117-119 Muritai Road	Station and house all one building	
Archives NZ		Sec 1257 Town of Wgtn	0.5466	10 Mulgrave Street	National Archives		
National Library		Sec 2 SO 36509	0.5566	58 Molesworth Street	National Library		
Ministry of Social Development			Lot 23 DP 1612	0.1065	44 Leighton Ave, Waiwhetu		
			Lots 11 & 12 DP 23728	0.1110	30-32 Ahuriri St, Strathmore		
	Epuni Care & Protection Unit		Lot 10 DP 23091 Lot 7 DP 19629 & Pt Sec 117 Epuni Hamlet	0.4131	14 Tukanae St, Strathmore 441 Riverside Drive		
Ministry of Education	Hutt Valley High School	261			Woburn Road	Lower Hutt	part of land currently in Protection Mechanism
	Wellington Girls' College	272			Pipitea Street	Thorndon	
	Wellington High School & Com Ed Centre	273			Taranaki Street		
	Wellington East Girls' College	274			Austin St	Mt Victoria	
	Wellington College	275			Dufferin St		

Right of First Refusal Properties

AGENCY	Property name	ID Number	LEGAL DESCRIPTION	AREA(ha)	ADDRESS	CURRENT USE	COMMENTS
	Rongotai College	277			Coutts Street	Kilbirnie	
	Wainuiomata High School	478			Parkway Road	Wainuiomata	
	Correspondence School	498			11 Portland Crescent		
	Kimi Ora School	514			21 Turnbull Street	Thorndon	
	Te Kura Kaupapa Maori O Nga Mokopuna	1143			4 Falkirk Avenue	Seatoun	
	Central Regional Health School	1630			46 Russell Terrace, Newtown	Marion Square	
	Wainuiomata Intermediate	1646			66 Konini Street	Wainuiomata	
	Konini Primary School (Wainuiomata)	1647			Konini Street	Wainuiomata	
	Te Kura Kaupapa Maori O Te Ara Whanui	1670			11-27 Victoria Street	Moera	
	Arakura School	2802			Wellington Road	Wainuiomata	
	Berhampore School	2808			105 Britomart Street	Berhampore	
	Brooklyn School (Wellington)	2816			Washington Avenue	Brooklyn	
	Cashmere Avenue School	2821			110 Cashmere Avenue	Khandallah	land currently in s.40 disposal process
	Chartwell School	2823			Chartwell Drive		
	Clifton Tce Model School	2826			Clifton Tce		
	Clyde Quay School	2827			Elizabeth Street	Mt. Victoria	
	Fernlea School	2842			Lees Grove	Wainuiomata	
	Pukeatua Primary School (Wainuiomata)	2846			Frederick Street	Wainuiomata	
	Gracefield School	2848			Bell Road	Waiwhetu	
	Hataitai School	2854			Arawa Road	Hataitai	
	Houghton Valley School	2861			110 Houghton Bay Road	Houghton Bay	
	Hutt Central School	2862			Railway Avenue		
	Island Bay School	2865			Thames Street	Island Bay	
	Kelburn Normal School	2876			Kowhai Road	Kelburn	land in Holloway Rd and Ngaio Rd in disposal process
	Kilbirnie School	2880			72 Hamilton Road	Kilbirnie	
	Korokoro School	2883			Korokoro Road	Petone	land currently in disposal process
	Lyal Bay School	2892			Freyberg Street	Lyal Bay	
	Miramar Central School	2915			Park Road	Miramar	
	Miramar North School	2916			Weka Street	Miramar	
	Miramar South School	2917			Kauri Street	Miramar	
	Mt Cook School (Wellington)	2918			160 Tory Street	Te Aro	
	Muritai School	2920			Muritai Road	Eastbourne	
	Newlands Intermediate	2924			Bracken Road	Newlands	
	Newtown School	2926			Mein Street	Newtown	
	Northland School	2931			14 Harbour View Road	Northland	

Right of First Refusal Properties

AGENCY	Property name	ID Number	LEGAL DESCRIPTION	AREA(ha)	ADDRESS	CURRENT USE	COMMENTS
	Owhiro Bay School	2942			Happy Valley Road	Owhiro Bay	
	Petone Central School	2955			16 Britannia Street	Petone	
	Maungaraki School	2968			Dowse Drive	Maungaraki	
	Randwick School	2969			Randwick Road	Moera	
	Ridgway School	2980			Momington Road	Brooklyn	
	Roseneath School	2982			Maida Vale Road	Roseneath	
	Seatoun School	2987			59 Burnham Street	Seatoun	
	Strathmore Park School	3027			Strathmore Avenue		
	Te Aro School	3037			The Terrace		
	Thorndon School	3040			19 b Hobson Crescent	Thorndon	
	Wadestown School	3055			Rose Street	Wadestown	
	Wainuiomata School	3059			Homedale Road	Wainuiomata	
	Wilford School	3072			William Street	Petone	
	Otari School	3073			166 Wilton Road	Wilton	land currently in disposal process
	Worser Bay School	3077			168 Seatoun Heights Road	Miramar	
	Petone Kindergarten				10A Tennyson St	Petone	
	Wharehoa Kindergarten				32 Beach St	Petone	
	Lyall Bay Kindergarten				89 Apu Cres	Lyall Bay	
	Newtown Kindergarten				10 Hospital Rd	Newtown	
	Strathmore Park Kindergarten				50A Strathmore Ave	Strathmore Park	
	Heretaunga College	251			Ward Street	Upper Hutt	
	Onslow College	269			Burma Road	Johnsonville	
	Epuni School	2836			Waiwhetu Road	Fairfield	
	West Park School	2867			Broderick Road	Johnsonville	
	Makara Model School	2894			399 Makara Road	Karori R D	
	Normandale School	2930			Martin Grover	Normandale	
	Oxford Crescent School	2943			Oxford Crescent	Upper Hutt	
	Raroa Intermediate School	2972			Haumia Street	Johnsonville	
Defence	Shelly Bay Air Force Base		Secs 8 & 9 SO 339948 and Sec 1 SO 37849	3.7476	Shelly Bay Rd	Offices, Accommodation and Married Quarters	
				1.2969	Shelly Bay Rd	Base commander's house	
	HMNZS Olphert		Sec 90 TN OF Wgtn	0.4047	Cnr Taranaki & Buckle Sts	RNZNVR Centre	
	Watts Peninsula		Lot 1 DP 85449	227.1969	Pt Halswell / Mt Crawford	Land & Married Quarters	
			Pt Sec 3 DIST Watts Peninsula				
			Pt Sec 3 DIST Watts Peninsula				
			Sec 89 DIST Watts Peninsula				
			Sec 90 DIST Watts Peninsula				
			Sec 3 SO 35088				
			Pt Sec 1 DIST Watts Peninsula				

Right of First Refusal Properties

AGENCY	Property name	ID Number	LEGAL DESCRIPTION	AREA(ha)	ADDRESS	CURRENT USE	COMMENTS
			Pt Sec 1 DIST Watts Peninsula				
			Pt Sec 2 Watts Peninsula DIST				
			Pt Sec 2 Watts Peninsula DIST				
			Pt Sec 2 Watts Peninsula DIST				
			Pt Sec 3 DIST Watts Peninsula				
			Pt Sec 3 DIST Watts Peninsula				
			Pt Sec 3 DIST Watts Peninsula				
			Pt Sec 1 DIST Watts Peninsula				
			Pt Sec 2 DIST Watts Peninsula				
Ministerial Services	Vogel House				75 Woburn Rd		
	Vogel Gate House				73 Woburn Rd	leased	
					23 Bolton St	Ministerial residence	
					25A Wade St, Wadestown	Ministerial residence	
					38 Moorhouse St, Wadestown	Ministerial residence	
					9 Central Tce, Kelburn	Ministerial residence	
					2 Katherine Ave, Thomdon	Ministerial residence	
Treasury	Wellington Railway Station and adjoining platforms		Pt Lot 1 DP 10550	5.0585	Bunny St		building to be sold to Ontrack
			Lot 3 DP 11169				
			Lot 39 DP 79376				
	Parts of the railway corridor		Lot 33 DP 80544				

Appendix F

Properties included in RFR in the overlapped area

Agency	Property Name	Location	Physical Description	Land Area (ha)	ID no / Legal Description
DOC	Oteranga Bay Marginal Strip	Oteranga Bay		1.6612	Q27501
	Makara Coast Marginal Strip	Makara Road		11.1000	R27065
	Maungaraki Domain				
MSD	Epuni Care & Protection Unit	441 Riverside Drive		1.9054	Lot 7 DP 19629 & Pt Sec 117 Epuni Hamlet
Ministry of Education	Heretaunga College	Ward Street, Upper Hutt			251
	Onslow College	Burma Road, Johnsonville			269
	Epuni School	Waiwhetu Road, Fairfield			2836
	West Park School	Broderick Road, Johnsonville			2867
	Makara Model School	399 Makara Road, Karori R D			2894
	Normandale School	Martin Grove, Normandale			2930
	Oxford Crescent School	Oxford Crescent, Upper Hutt			2943
	Raroa Normal Intermediate	Haumia Street, Johnsonville			2972

Appendix G

Massey University Properties in RFR

Agency	Legal Description	Address
Massey University (Wellington campus)	LOTS 5-9 & PT LOT 4 DEEDS 171, LOT 10 & PT LOTS 7-9 DEEDS 174, LOT 23 DP 425, LOTS 1, 2, 8 & 9 DP 510, PT LOTS 1-3 DP 514, LOT 10 & PT LOT 11 DP 566, LOTS 1 & 2 DP 5164, LOTS 1-4 DP 6765, ALL DP 7231, LOTS 1-3 DP 7912, LOTS 1 & 2 DP 9798, LOTS 1 & 2 DP 11564 & LOT 1 DP 23939	3 Wallace St - main campus
	SEC 1 SO 17042	Student Centre and part of Block 5
	LOT 2 DP 357528	School of Music and Marae, including parts of WHS
	PTS SECS 710, 711, 713, 717-719 & 1443 TOWN OF WELLINGTON	main campus
	LOT 1 A 1245	Recreation Centre
	LOT 17 DP 855	60 Tasman St (vacant)
	LOT 6 & PT LOTS 1, 2 & 7 DP 1776, LOT 4 DP 25744, LOT 1 DP 50467 & LOT 3 DP 59266	20 King St (carparks etc)
	Lot 1 & Part Lot 2 DP 25744	24 King St (Psychology clinic)

Victoria University of Wellington Properties in RFR

Agency	Legal Description	Address
Victoria University of Wellington	LOT 1 DP 20181	49 Rawhiti Tce
	PART LOTS 1 9 28 LOTS 2-8 10-18 BLK IDP 1105 LOT 2 DP 15212	14-50 Kelburn Pde
	PT LOT 19 BLK II DP 1185	65 Kelburn Pde
	PART LOT 19 BLK II DP 1185	71 Kelburn Pde
	LOT 1 DP 6583	73 Kelburn Pde
	LOT 2 DP 6583	73 Kelburn Pde
	PT LOTS 12-17 BLK II DP 1185	MUSIC DEPT
	LOT 11 BLK II DP 1185	94 Fairlie Tce
	LOT 10 BLK II DP 1185	92 Fairlie Tce
	LOTS 7-9 BLK II DP 1185	86-90 Fairlie Tce
	LOT 6 & PART LOT 4 BLK II DP 1185	84 Fairlie Tce
	PART LOTS 3 4 BLK II DP 1185	82 Fairlie Tce
	LOT 2 DP 83302	76-78 Fairlie Tce
	LOT 3 DP 6967	73 Fairlie Tce
	LOT 2 DP 6967	75 Fairlie Tce
	LOT 14 BLK V DP 1185	83 Fairlie Tce
	LOT 15 BLK V DP 1185	85 Fairlie Tce
	LOTS 9 10 PART LOT 8 BLK V DP 1185	91 Kelburn Pde - DRAMA SCHOOL
	LOT 1 DP 6967 ACCESSWAY LOT 2 DP 30686	
	PT LOT 8 BLK V DP 1185	93 Kelburn Pde - DRAMA SCHOOL
	PT PLAN A302 PT SEC 10 OWHIRO DIST	1 Holloway Rd
	PART SEC 10 OWHIRO DIST	1 Holloway Rd
	LOT 1 DP 15665 LOTS 3 4 DP 12439	396-402 The Esplanade, Island Bay - MARINE SCIENCE CENTRE
	LOT 1 DP 11429	33 Salamanca Rd
	LOT 9 DP 6205	43 Salamanca Rd
	LOT 8 DP 6205	45 Salamanca Rd
	LOTS 19 20 24 25 DP 6205	1A Gladstone Tce - WEIR HOUSE
	LOT 9 DP 10742	2 Clermont Tce
	LOT 10 DP 10742	4 Clermont Tce
	LOT 17 DP 6205	37 Everton Tce
	LOT 1 DP 8995	39 Everton Tce
	LOT 2 DP 8995	41 Everton Tce
	LOT 2 DP 31820	1 Gladstone Tce - WEIR HOUSE
	LOT 1 DP 31820	2 Gladstone Tce
	LOT 2 DP 4255	6 Kelburn Pde
	LOTS 7 & 8 DP 8805	4 Waiteata Rd
	LOT 6 DP 8805	6 Waiteata Rd
	LOTS 4 & 5 DP 8805	8 Waiteata Rd
	LOT 3 DP 8805	12 Waiteata Rd - STOUT RESEARCH CENTRE
	LOT 2 & PT LOT 1 DP 8805	14 Waiteata Rd - FENNESS HOUSE

Appendix H

Agency	Legal Description	Address
	PT LOT 1 DP 8805	16 Waiteata Rd - BERENDSON HOUSE
	LOT 3 DP 1914	28 Adams Tce
	LOT 4 DP 1914	30 Adams Tce
	LOT 1 DP 2539	32 Adams Tce
	LOT 2 DP 2539	34 Adams Tce
	LOT 3 DP 2539	36 Adams Tce
	LOT 4 DP 2539	38 Adams Tce
	LOT 5 DP 2539	40 Adams Tce
	LOT 6 DP 2847	51 Fairlie Tce
	LOT 38 DP 827	53 Fairlie Tce
	LOT 37 DP 827	55 Fairlie Tce
	LOT 36 DP 827	57 Fairlie Tce
	PT LOT 35 DP 827	59 Fairlie Tce
	PT LOT 34 DP 827	61 Fairlie Tce
	PART LOTS 33 34 DP 827	63 Fairlie Tce
	PT LOT 33 DP 827	65 Fairlie Tce
	LOT 32 DP 827	67 Fairlie Tce - CRECHE
	LOT 31 DP 827	69 Fairlie Tce - CRECHE
	LOT 30 DP 827	71 Fairlie Tce - CRECHE
	LOT 7 DP 2847	2 Landcross St
	LOT 8 DP 2847	4 Landcross St
	LOT 9 DP 2847	6 Landcross St
	LOT 10 DP 2847	8 Landcross St
	LOT 11 DP 2847	10 Landcross St
	LOT 14 DP 2847	16 Landcross St
	LOT 25 DP 2847	1 Landcross St
	LOT 24 DP 2847	3 Landcross St
	LOT 23 D P 2847	5 Landcross St
	LOT 22 DP 2847	7 Landcross St
	LOT 21 DP 2847	9 Landcross St
	LOT 20 DP 2847	11 Landcross St
	LOTS 18 & 19 DP 2847	13-15 Landcross St

Wellington Institute of Technology Properties in RFR

Agency	ID / Legal Description	Address
Wellington Institute of Technology	LOT 4 DP 14552	10 Udy Street
	LOT 1 DP 14552	10 Udy Street
	LOT 6 DP 14552	10 Udy Street
	LOT 5 DP 14552	10 Udy Street
	PT LOT 8 DP 14552	10 Udy Street
	LOT 3 DP 14552	10 Udy Street
	LOT 7 DP 14552	10 Udy Street
	PT LOT 8 DP 14552	10 Udy Street
	LOT 2 DP 14552	10 Udy Street
	LOT 5 DP 8102	9 Kensington Avenue
	LOT 8 DP 8102	11 Kensington Avenue
	LOT 14 DP 8102	11 Kensington Avenue
	LOT 10 DP 8102	11 Kensington Avenue
	LOT 7 DP 8102	11 Kensington Avenue
	LOT 15 DP 8102	11 Kensington Avenue
	LOT 6 DP 8102	11 Kensington Avenue
	LOT 16 DP 8102	11 Kensington Avenue
	SEC 1 SO 24800	11 Kensington Avenue
	LOT 13 DP 8102	11 Kensington Avenue
	LOT 17 DP 8102	11 Kensington Avenue
	LOT 12 DP 8102	11 Kensington Avenue
	LOT 11 DP 8102	11 Kensington Avenue
	LOT 9 DP 8102	11 Kensington Avenue
	LOT 18 DP 8102	11 Kensington Avenue
	LOT 50 DP 8102	24 Kensington Avenue
	LOT 51 DP 8102	26 Kensington Avenue
	LOT 52 DP 8102	28 Kensington Avenue
	LOT 19 DP 8102	37 Kensington Avenue
	PT LOT 142 DP 1232	9-A Elizabeth Street
	PT LOT 141 DP 1232	9-A Elizabeth Street
	PT LOT 141 DP 1232	9-A Elizabeth Street
	PT LOT 142 DP 1232	9-A Elizabeth Street
	PT LOT 143 DP 1232	9-A Elizabeth Street
	PT LOT 143 DP 1232	13 Elizabeth Street
LOT 144 DP 1232	15 Elizabeth Street	
LOT 1 LT 84961	27 Wakefield Street	
LOT 2 DP 53584	27 Wakefield Street	
SEC 1 SO 28336	126 - 130 Jackson Street	

Transit Property Schedule for RFR redress

TNZ Ref	Property Name	Street	Suburb	City
260515	Hutt Road;408 - Unit 5	Unit 5, 408 Hutt Road	Petone	LOWER HUTT
260517	420 Hutt Road	420 Hutt Road	Petone	Wellington
260518	Unit 11, AU11A, AU11B, AU11C, AU11D	Unit 11, 5 Western Hutt Road	Petone	LOWER HUTT
260001	Abel Smith Street; 17 - Land	17-27 Abel Smith Street	Te Aro	WELLINGTON
260002	Abel Smith Street; 61-69 - Land rear	61-69 Abel Smith Street	Te Aro	WELLINGTON
260003	Abel Smith Street; 77 - Land	77 Abel Smith Street	Te Aro	WELLINGTON
260004	Abel Smith Street; 81, Newmans (removed)	81 Abel Smith Street	Te Aro	WELLINGTON
260005	Abel Smith Street; 89 - Land	89 Abel Smith Street	Te Aro	WELLINGTON
260006	Abel Smith Street; 126 - Land	126 Abel Smith Street	Te Aro	WELLINGTON
260007	Abel Smith St; 130 - Carpark	130 Abel Smith Street	Te Aro	WELLINGTON
260008	Abel Smith St; 132B - Building (removed)	132B Abel Smith Street	Te Aro	WELLINGTON
260021	Arthur Carmen St; 5 - House	5 Arthur Carmen Street	Johnsonville	WELLINGTON
260022	Arthur Carmen St; 11 - House	11 Arthur Carmen Street	Johnsonville	WELLINGTON
260023	Arthur Street; 8 - House (removed)	8 Arthur Street	Te Aro	WELLINGTON
260024	Arthur Street; 10 - Land	10 Arthur Street	Te Aro	WELLINGTON
260025	Arthur Street; 12 - Land	12 Arthur Street	Te Aro	WELLINGTON
260026	Arthur Street; 14-16 - Land	14-16 Arthur Street	Te Aro	WELLINGTON
260027	Arthur Street; 18-20 - Shop (removed)	18-20 Arthur Street	Te Aro	WELLINGTON
260028	Arthur Street; 22-24 - Garages (removed)	22-24 Arthur Street	Te Aro	WELLINGTON
260029	Arthur Street; 26 - Land	26 Arthur Street	Te Aro	WELLINGTON
260030	Arthur Street; 28 - House (removed)	28 Arthur Street	Te Aro	WELLINGTON

Transit Property Schedule

Appendix J

260031	Arthur Street; 30 - Building	30 Arthur Street	Te Aro	WELLINGTON
260032	Arthur Street; 32 - House (removed)	32 Arthur Street	Te Aro	WELLINGTON
260033	Arthur Street; 34 - Carpark	34 Arthur Street	Te Aro	WELLINGTON
260034	Arthur Street; 36 - Building (removed)	36 Arthur Street	Te Aro	WELLINGTON
260035	Arthur Street; 38 - Land	38 Arthur Street	Te Aro	WELLINGTON
260036	Austin St; 138 - 3 Flats	138 Austin Street	Mount Victoria	WELLINGTON
260037	Austin St; 142 - 2 Flats	142 Austin Street	Mount Victoria	WELLINGTON
260054	Bowen Street; Ballantrae Carpark	Ballantrae Place carpark	Off Bowen Street	WELLINGTON
260055	Brougham St; 145 - 2 Flats	145 Brougham Street	Mount Victoria	WELLINGTON
260056	Brougham St; 147 - 3 Flats	147 Brougham Street	Mount Victoria	WELLINGTON
260057	Brougham St; 151 - 2 Flats	151 Brougham Street	Mount Victoria	WELLINGTON
260059	Buckle Street; - Ex Saint Pats	22 Buckle Street	Te Aro	WELLINGTON
260061	Buller St; 8 - 2 Flats	8 Buller Street	Te Aro	WELLINGTON
260062	Buller St; 12 - House	12 Buller Street	Te Aro	WELLINGTON
260063	Buller St; 27 - Land	27 Buller Street	Te Aro	WELLINGTON
260064	Buller St; 29 - Land	29 Buller Street	Te Aro	WELLINGTON
260065	Buller St; 31 - Carpark	Buller Street	Te Aro	WELLINGTON
260066	Buller St; 33 - Land	33 Buller Street	Te Aro	WELLINGTON
260067	Buller St; 34 - House & Garage	34 Buller Street	Te Aro	WELLINGTON
260071	Bolton Street Overbridge	Bolton Street Overbridge	SH 1	WELLINGTON
260078	Cornish Street, 13 - Buildings	13 Cornish Street	Petone	LOWER HUTT
260079	Clifton - TranAlta easement	Clifton Terrace	TranAlta easement	WELLINGTON
260080	Clifton Carpark; The Terrace	The Terrace		WELLINGTON
260083	Cuba St; 270-274 - House (relocated)	270-274 Cuba Street	Te Aro	WELLINGTON
260084	Cuba St; 283-285 - Carpark	283-285 Cuba Street	Te Aro	WELLINGTON
260085	Cuba St; 287 - 2 Shops & Flat	287 Cuba Street	Te Aro	WELLINGTON

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260086	Cuba St; 289-291 & 40 Arthur St (relocated)	289-291 Cuba St & 40 Arthur St	Te Aro	WELLINGTON
260107	Dowse Drive; North of - Land	North of Dowse Drive	Maungaraki	LOWER HUTT
260109	Dufferin St; 1-7 - Land	1-7 Dufferin Street	Mount Victoria	WELLINGTON
260120	Ellice Street; 5-5A - Building	5-5A Ellice Street	Mount Victoria	WELLINGTON
260121	Ellice Street; 7 - Shop	7 Ellice Street	Mount Victoria	WELLINGTON
260122	Ellice Street; 9 - Shop & Flat	9 Ellice Street	Mount Victoria	WELLINGTON
260123	Ellice Street; 11-13 - Caryard	11-13 Ellice Street	Mount Victoria	WELLINGTON
260124	Evelyn Place - Land	Cnr Victoria & Webb	Upper Victoria Street	WELLINGTON
260144	Footscray Avenue; 4 - Cottage	4 Footscray Avenue	Te Aro	WELLINGTON
260145	Footscray Avenue; 6 - Cottage	6 Footscray Avenue	Te Aro	WELLINGTON
260146	Footscray Avenue; 8 - Cottage	8 Footscray Avenue	Te Aro	WELLINGTON
260159	Ghuznee St; 81 - land	81 Ghuznee Street		WELLINGTON
260162	Ghuznee St; 131 - Carpark	131 Ghuznee Street	Te Aro	WELLINGTON
260163	Ghuznee St; 138 - Land	138 Ghuznee Street	Te Aro	WELLINGTON
260164	Ghuznee St; 139 - Land	Cnr with 2 Buller Street	Te Aro	WELLINGTON
260165	Ghuznee St; 141 - 2 Flats	141 Ghuznee Street	Te Aro	WELLINGTON
260175	Tinakori Site - Hawkestone St; Land	Hawkestone Street		WELLINGTON
260180	Hill St; 95 (prev 89-91) -PART SOLD	95 (prev 89 - 91) Hill Street	Thorndon	WELLINGTON
260181	Hill St; 105-105A - Land	105-105A Hill Street	Thorndon	WELLINGTON
260183	Hill St; 109 - Land	109 Hill Street	Thorndon	WELLINGTON
260186	Hutt Road; Motorcentre - Land	Hutt Road	Horokiwi	PETONE
260187	Hutt Road; 424 - House	424 Hutt Road		LOWER HUTT
260188	Hutt Road; 422 - House	422 Hutt Road	Petone	LOWER HUTT
260201	Johnsonville; Pumping Station	Johnsonville off-ramp SH1	Johnsonville	Wellington
260218	Kelvin Grove; 9 & 11 - Carpark	9 + 11 Kelvin Grove	Te Aro	WELLINGTON

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260219	Kelvin Grove; 12 - Carpark	12 Kelvin Grove	Te Aro	WELLINGTON
260220	Kensington St; 10 - House	10 Kensington Street	Te Aro	WELLINGTON
260221	Kensington St; 12 - House	12 Kensington Street	Te Aro	WELLINGTON
260222	Kensington St; 13 - House (removed)	13 Kensington Street	Te Aro	WELLINGTON
260223	Kensington St; 14 - House	14 Kensington Street	Te Aro	WELLINGTON
260224	Kensington St; 15 - Building (removed)	15 Kensington Street	Te Aro	WELLINGTON
260225	Kensington St; 16-18 - Land	16-18 Kensington Street	Te Aro	WELLINGTON
260226	Kensington St; 17-19 - Carpark	17-19 Kensington Street	Te Aro	WELLINGTON
260227	Kensington St; 20-24 - Land	20-24 Kensington Street	Te Aro	WELLINGTON
260228	Kensington St; 21 - Building	21 Kensington Street	Te Aro	WELLINGTON
260229	Kensington St; 23 - 3 Flat Hous	23 Kensington Street	Te Aro	WELLINGTON
260230	Kensington Street; 25 - Land	25 Kensington Street (end)	Te Aro	WELLINGTON
260231	Kent Terrace; 83 - 3 Flats	83 Kent Terrace	Mount Victoria	WELLINGTON
260240	MacDonald Crescent - Terrace	MacDonald Crescent		WELLINGTON
260241	Magnolia Grove; 20 - Land	20 Magnolia Grove	Maungaraki	LOWER HUTT
260242	Magnolia Grove; Part 24 - Land	Pt 24 Magnolia Grove	Maungaraki	LOWER HUTT
260246	Martin Square; 51-55 - Land	51-55 Martin Square	Te Aro	WELLINGTON
260247	Martin Square; 57-65 - Yard	57-65 Martin Square	Te Aro	WELLINGTON
260258	Murphy Street; Land	Murphy Street		WELLINGTON
260260	Ngauranga Gorge; Lower - Land	Ngauranga Gorge	(includes 4 Fort St)	WELLINGTON
260261	Ngauranga Gorge; J'ville depot	SH.1 Ngauranga Gorge		WELLINGTON
260262	Ngauranga Gorge; Pt WCC Quarry	Kiwi Point	Ngauranga Gorge	WELLINGTON
260263	Ngauranga Gorge; Cell site	Ngauranga Gorge - cell site		WELLINGTON
260264	Tyer Road; access strip	Tyer Road	Ngauranga Gorge	WELLINGTON
260280	Oak Park Avenue; 1 - Building (removed)	1 Oak Park Avenue		WELLINGTON
260296	Pharazyn St, 0 - Land	0 Pharazyn Street	Melling	LOWER HUTT

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260308	Parliament Street; 13 - Land	13 Parliament Street		WELLINGTON
260309	Parliament St; 15 - Motorway	15 Parliament Street		WELLINGTON
260311	Parliament St; 17 - Motorway	17 Parliament Street		WELLINGTON
260313	Paterson Street; 3 - 3 Flats	3 Paterson Street		WELLINGTON
260314	Paterson Street; 5 - 2 Flats	5 Paterson Street		WELLINGTON
260315	Paterson Street; 7 - 2 Flats	7 Paterson Street		WELLINGTON
260316	Paterson Street; 9 - 2 Flats	9 Paterson Street		WELLINGTON
260317	Paterson Street; 11 - House	11 Paterson Street		WELLINGTON
260318	Paterson Street; 13 - Land	13 Paterson Street		WELLINGTON
260319	Paterson Street; 15 - Land	15 Paterson Street	Mount Victoria	WELLINGTON
260320	Paterson Street; 17 - House	17 Paterson Street		WELLINGTON
260321	Paterson Street; Pts 19,21,23	19 Paterson Street		WELLINGTON
260322	Paterson Street; 21 - Garage	21 Paterson Street		WELLINGTON
260323	Paterson Street; 23 - Land	23 Paterson Street		WELLINGTON
260340	Priest Avenue; 33-35 - House	33-35 Priests Avenue		PETONE
260342	Priest Avenue; 37-43 - Yard	37-43 Priests Avenue		PETONE
260378	Encroach; rear 32 Silverbirch Grove	rear land; 32 Silverbirch Grove (Tan)	Johnsonville	WELLINGTON
260381	Sussex Street; 2 - Land	2 Sussex Street		WELLINGTON
260390	Taranaki St; 171-175 - Buildin	171-175 Taranaki Street	Te Aro	WELLINGTON
260391	Taranaki St; 196-206 -Car Yard	206 Taranaki Street	Te Aro	WELLINGTON
260392	Taranaki St; 208-212 - Buildin	208-212 Taranaki Street		WELLINGTON
260400	The Esplanade; ex Iron Foundry	The Esplanade		PETONE
260401	The Esplanade; 1-7 - Land	1-7 The Esplanade		PETONE
260402	The Esplanade; 9-15 - Building	9-15 The Esplanade, 2-8 Hutt R		PETONE
260403	The Terrace; 44-52 - Rear Land	44-52 The Terrace		WELLINGTON
260404	The Terrace; 202 - Rear Land	202 The Terrace		WELLINGTON

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260405	The Terrace; 210-214A - Carpar	210-214A The Terrace		WELLINGTON
260406	The Terrace; 216 - Land Rear	216 The Terrace		WELLINGTON
260407	The Terrace; 226 - Land Rear	226 The Terrace		WELLINGTON
260408	The Terrace; 230 - Land Rear	230A The Terrace		WELLINGTON
260409	The Terrace; 232 - Right of Wa	232 The Terrace		WELLINGTON
260410	The Terrace; 238 - Land Rear	238 The Terrace		WELLINGTON
260411	Thorndon Quay; 243 - Storage	243 Thorndon Quay		WELLINGTON
260412	Thorndon Quay; 248-252 - Land	252 Thorndon Quay		WELLINGTON
260413	Tinakori Road; 17 - Land Rear	17 Tinakori Road	Thorndon	WELLINGTON
260414	Tinakori Road; - Land	Tinakori Road	(Police Hut)	WELLINGTON
260415	Tirohanga Road; 28 - Land	28 Tirohanga Road	Tirohanga	LOWER HUTT
260419	Tonks Avenue; 1-3 - 2 Cottages (relocated)	1-3 Tonks Avenue		WELLINGTON
260420	Tonks Avenue; 2 - Land	2 Tonks Avenue	Te Aro	WELLINGTON
260421	Tonks Avenue; 4 - Land	4 Tonks Avenue		WELLINGTON
260422	Tonks Avenue; 5 - Cottage (relocated)	5 Tonks Avenue	Te Aro	WELLINGTON
260423	Tonks Avenue; 6 - House (relocated)	6 Tonks Avenue		WELLINGTON
260424	Tonks Avenue; 8 - Land	8 Tonks Avenue		WELLINGTON
260426	Transmission Gully - Trotter	Land		TAWA
260429	Tinakori Rd; 43 - Land rear	Land at rear, 43 Tinakori Rd	Thorndon	WELLINGTON
260430	Tinakori Rd; - Land	Cnr of Tinakori Road & Hobson St & Tinakori Rd	Thorndon	WELLINGTON
260432	The Terrace Tunnel; land	Terrace Tunnel		WELLINGTON
260440	Vivian St; 207-211 - 8 Flats	207-211 Vivian Street	Te Aro	WELLINGTON
260441	Vivian St; 215 - Avonside (relocated)	215 Vivian Street	Te Aro	WELLINGTON
260442	Vivian St; 217 - Oak Park House (removed)	217 Vivian Street	Te Aro	WELLINGTON

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260443	Vivian St; 217 - Carpark	217 Vivian Street	(Oak Park Lane)	WELLINGTON
260444	Vivian St; 219 - 2 Flats (removed)	219 Vivian Street	Te Aro	WELLINGTON
260445	Vivian St; 232 - Land	232 Vivian Street	Te Aro	WELLINGTON
260446	Vivian St; 234 - Land	234 Vivian Street	Te Aro	WELLINGTON
260458	Western Hutt Rd; 28 - Land	28 Western Hutt Rd	Petone	LOWER HUTT
260459	Western Hutt Rd; Koro Cres	Petone		LOWER HUTT
260466	Western Hutt Rd; 86	86 Western Hutt Road	Maungaraki	LOWER HUTT
260467	Western Hutt Rd; 125 - Lochabe	125 Western Hutt Road	Harbour View	LOWER HUTT
260468	Western Hutt Rd; Melling - Lan	Western Hutt Road Melling	(Below Onehunga Street)	LOWER HUTT
260469	Western Hutt Rd; 125a - Land	125A Western Hutt Road	Harbour View	LOWER HUTT
260473	Willis St; 184-186 - Land Rear	184-186 Willis Street	Te Aro	WELLINGTON
260474	Willis St; 188 - Land Rear	188 Willis Street	Te Aro	WELLINGTON
260475	Willis St; 190 - Land	190 Willis Street	Te Aro	WELLINGTON
260476	Willis St; 192/194 - Land Rear	194 Willis Street	Te Aro	WELLINGTON
260477	Willis St; 222-236 - Carpark	222-236 Willis Street	Te Aro	WELLINGTON
260478	Willis St; 238 - Carpark	238 Willis Street	Te Aro	WELLINGTON
260479	Willis St; 270; Building	270 Willis Street	Te Aro	WELLINGTON
260480	Willis St; 272 - House (relocated)	272 Willis Street	Te Aro	WELLINGTON
260481	Willis St; 274 - Carpark	274 Willis Street	Te Aro	WELLINGTON
260482	Willis St; 276 - Building (removed)	276 Willis Street	Te Aro	WELLINGTON
260483	Willis St; 278-280 - 2 Houses (relocated)	278 - 280 Willis Street	Te Aro	WELLINGTON
260484	Willis St; 278-280 - Garage (removed)	278-280 Willis Street	Te Aro	WELLINGTON
260485	Willis St; 282-286 - 3 Building (relocated)	282-286 Willis Street	Te Aro	WELLINGTON
260486	Willis St; 290 - House	290 Willis Street	Te Aro	WELLINGTON
260487	Willis St; 311 - Shop & Flat	311 Willis Street	Te Aro	WELLINGTON

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260488	Willis St; 319 - House	319 Willis Street	Te Aro	WELLINGTON
260489	Willis St; 321 - Land	321 Willis Street	Te Aro	WELLINGTON
260490	Willis St; 323 - House (removed)	323 Willis Street	Te Aro	WELLINGTON
260491	Willis St; 325 - House & garage	325 Willis Street	Te Aro	WELLINGTON
260492	Willis St; 327 - House	327 Willis Street	Te Aro	WELLINGTON
260510	Encroach; Ngauranga Gorge	7B Malvern Road	Ngauranga Gorge	WELLINGTON
260520	Hutt Rd; 410-412 (Ex Jasmine)	410-412 Hutt Road	Lower Hutt	LOWER HUTT
260519	Hutt Rd; 414 Ex Septem Properties	414 Hutt Rd	Petone	LOWER HUTT
260523	Hutt Rd; 418 (Ex Kas Lease Ltd)	418 Hutt Road		LOWER HUTT
260521	Cornish St; 9-11 (Ex John Green)	9-11 Cornish Street	Petone	LOWER HUTT
260529	Hutt Rd; 408, Unit 4 (Ex Wallace & Campbell)	4/408 Hutt Road	Alicetown	LOWER HUTT
260528	Western Hutt Rd; 5, Unit 7 (Ex Chung & Kwong)	7/5 Western Hutt Road	Petone	LOWER HUTT
260548	Tonks Avenue (for Bypass)	Tonks Avenue (Road Acquired)	Te Aro	WELLINGTON
260549	Railway Carpark Western Hutt Road	Western Hutt Road	Petone	Lower Hutt
260550	Traffic Management Centre	Helston Road	Johnsonville	WELLINGTON
260551	Hutt Road; 411-413	411-413 Hutt Road	Petone	LOWER HUTT
090001	Part Railway reserve (sectn 16 Hutt reg district)	Tranz Rail land near SH2/Dowse Drive	Dowse	Wellington
260524	Hutt Rd; 416 (Ex Barton Fiest)	416 Hutt Rd		LOWER HUTT
260543	AU13D, & Pt Common property (ex Morrow Crane)	Rear of 5 Western Hutt Road	Petone	LOWER HUTT
260545	AU10D & Pt Common Property (ex Monk)	Rear of 5 Western Hutt Road	Petone	LOWER HUTT
090006	426 Hutt Rd ex malecki	Hutt Rd 426		Lower Hutt
090007	Western Hutt Rd 3-5	Western Hutt Rd 3-5	Petone	Wellington
090018	unit 9 408 Hutt Rd ex Devon	Hutt Rd 408		Lower Hutt

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090019	unit 10 408 Hutt Rd ex interchange	Hutt Rd 408		Lower Hutt
090021	unit 16 408 Hutt rd ex barris	Hutt Rd 408	lower hutt	Wellington
090022	unit 11 hutt road ex Mckernan	Hutt Rd 408	lower hutt	Wellington
260525	Western Hutt Road;5 - Unit 4	4/5 Western Hutt Road	Petone	LOWER HUTT
260538	AU6B AU6C, & Pt Common Property 6/408 Hutt Road	Rear of 5 Western Hutt Road	Petone	LOWER HUTT
260539	Common Property Unit 10, 408 Hutt Road (McEwen Family Trust)	10/408 Hutt Road	Petone	LOWER HUTT
260541	Common Property Unit 16, 408 Hutt Road	16/408 Hutt Road	Petone	Lower Hutt
260542	Common Property, Unit 12 408 Hutt Road (McEwen)	12/408 Hutt Road	Petone	Lower Hutt
260531	Unit 7 / 408 Hutt Rd (Ex 5 Wakefield St Limited)	7/408 Hutt Road		LOWER HUTT
260534	PT 55 to 63 Western Hutt Rd Petone (Ex LINZ)	Pt 55 to 63 Western Hutt Rd	PETONE	Lower Hutt
260535	7 & 9 WHR, (Places to Stay Ltd), strip of land & rear land	7 & 9 Western Hutt Rd	Petone	Lower Hutt
260554	408 Hutt Road - Carparks - deVries and Dewsnap	408 Hutt Road - devries and Dewsnap	Petone	WELLINGTON
090027	408 Hutt Rd unit 15 ex Szeto	Hutt rd 408	Lower Hutt	
090020	unit 2 408 Hutt Rd ex memelink	Hutt Rd 408		Lower Hutt
090015	Thorndon Quay - motorway piers ex lashlie	Thorndon Quay 243	Thorndon	Wellington
260536	Unit 1, AU1A - AU1I & Pt Common Property	5 Western Hutt Rd	Petone	lower hutt
090014	Percy's Reserve	SH2	Lower Hutt	
260544	AU8A - AU8F & Pt Common Property	Rear of 5 Western Hutt Road	Petone	LOWER HUTT
260546	AU5C & Pt Common Property	Rear of 5 Western Hutt Road	Petone	LOWER HUTT
090025	408 Hutt Rd unit 13 ex Geddes	Hutt Rd 408	Lower Hutt	

090026	408 Hutt Rd unit 14 ex tyers	Hutt rd 408	Lower Hutt	
260537	Hutt Road 408 Unit 3, AU10-AU11(ex Mikelatos)	3/408 Hutt Road	Petone	LOWER HUTT
260530	Hutt Rd; 6/408 Hutt Rd (Ex KWA Jones Investments Ltd)	6/408 Hutt Road		LOWER HUTT
260553	Buckle St Land; Transfer to MCH	Buckle Steeet		WELLINGTON
090035	Silverstream Main Trunk Railway			
090023	unit 12 D 5 western Hutt Rd	Western Hutt Rd 5	Petone	Wellington
260540	Common Property Unit 9, 408 Hutt Road (Devon Somerset Intern	9/408 Hutt Road	Petone	LOWER HUTT
260552	Willis Street, 266 A & B	Willis Street		WELLINGTON
260555	408 Hutt Road - Carparks	408 Hutt Road - Carparks	Petone	
090036	Buckle Street 60	60 Buckle Street		Wellington
260556	266A Willis Street	266A Willis Street	Te Aro	Wellington

Note: Transit New Zealand Limited would like to ensure that any parties considering this property schedule understand the nature of this information. The schedule provides a snapshot of properties (as at 13 August 2007) purchased by (and now being held by) the Crown on Transit's behalf for use in future roading projects that are part of the state highway programme, and/or, for highway operational purposes.

Although a complete property may become surplus if a project is cancelled, or the road alignment changed, in most instances the property is used for the project for which it was acquired (once that project has the go-ahead / funding etc) and (in due course) the property is incorporated into highway. In most instances, only part (if any) of the property initially purchased ever becomes surplus. Such parcels will frequently be small and without separate access, and may be subject to statutory obligations such as disposal to the neighbouring property holder. It is also important to be aware that almost all properties held for Transit undergo significant change once the construction works (for which they have been acquired) proceed.

In essence, only a small proportion of the property on the schedule will ever become surplus and in most instances the size of these surplus properties and their improvements will be significantly different from what was initially purchased.

Appendix K

Te Papa Properties in RFR

Agency	ID / Legal Description	Property Name	Address	Land Area (ha)	Notes
Museum of New Zealand Te Papa Tongarewa	3860979 / Lot 1 DP 82018	Te Papa building	55 Cable Street		Subject to the exclusion of the portion of the title and site (from the east edge of the museum building to the boundary) necessary to implement the approved plan for Waitangi Park, including a proposed building development.
	PT Lot 1 DP 61434 section 1397 Town of Wellington (S034271)	Off site natural environment and conservations departments	169 Tory Street		

Housing New Zealand Corporation Property List

Appendix L

#	Ref	Legal Description	Locality
1	1141700	FL 3 DP 67549 LOT 2 DP 66172	Moera
2	1141720	FL 4 DP 67549 SEC 140 BLK V HUTT VALLEY	Moera
3	1157110	LOT 1 DP 4378	Melrose/Lyall Bay
4	1157150	LOT 1 DP 4378	Melrose/Lyall Bay
5	1157160	LOT 1 DP 4378	Melrose/Lyall Bay
6	1171160	SEC 1249 TOWN OF WELLINGTON	CHL
7	1173620	LOT 4 DP 85197	Central Hutt
8	1173640	LOT 3 DP 85197	Central Hutt
9	1174130	PT LOT 3 DP 6751	Newtown
10	1174140	PT LOT 3 DP 6751	Newtown
11	1174150	PT LOT 3 DP 6751	Newtown
12	1174160	PT LOT 3 DP 6751	Newtown
13	1174860	LOT 3 DP 84799	Central Hutt
14	1174890	LOT 4 DP 84799	Central Hutt
15	1174900	LOT 5 DP 84799	Central Hutt
16	1175050	LOT 3 DP 84756	Central Hutt
17	1177240	LOT 77 DP 51	CHL
18	1177370	FL 3 DP 84205 LOT 22 DP 15816	Central Hutt
19	1177380	FL 5 DP 84171 LOT 3 DP 84170	Central Hutt
20	1179130	LOT 3 DP 84808	Central Hutt
21	1179810	LOT 3 DP 85584	Central Hutt
22	1179900	LOT 4 DP 84573	Central Hutt
23	1181310	LOT 3 DP 85637	Central Hutt
24	1182000	PT LOT 15 DP 116 & LOT 1 DP 3963	Hataitai
25	1182010	PT LOT 15 DP 116 & LOT 1 DP 3963	Hataitai
26	1182020	PT LOT 15 DP 116 & LOT 1 DP 3963	Hataitai
27	1182030	PT LOT 15 DP 116 & LOT 1 DP 3963	Hataitai
28	1182040	PT LOT 15 DP 116 & LOT 1 DP 3963	Hataitai
29	1182050	PT LOT 15 DP 116 & LOT 1 DP 3963	Hataitai
30	1182060	PT LOT 15 DP 116 & LOT 1 DP 3963	Hataitai
31	1182090	SEC 30 EVANS BAY DIST	Kilbirnie
32	1182100	SEC 30 EVANS BAY DIST	Kilbirnie
33	1182110	SEC 30 EVANS BAY DIST	Kilbirnie
34	1182120	SEC 30 EVANS BAY DIST	Kilbirnie
35	1186140	UNIT 4 DP 89040 LOT 2 DP 8539	Miramar/Maupuia
36	1186170	UNIT 3 DP 89040 LOT 2 DP 8539	Miramar/Maupuia
37	1186200	UNIT 1 DP 89040 LOT 2 DP 8539	Miramar/Maupuia
38	1187940	LOT 32 DP 47	CHL
39	1192330	LOT 2 DP 87971	Wainuiomata
40	1192340	LOT 2 DP 21094	Wainuiomata
41	1192540	FL 7 DP 87688 LOT 2 DP 86993	Central Hutt
42	1192560	FL 4 DP 87688 LOT 2 DP 86993	Central Hutt
43	1192580	FL 5 DP 87688 LOT 2 DP 86993	Central Hutt
44	1192590	FL 3 DP 87688 LOT 2 DP 86993	Central Hutt
45	1192620	FL 6 DP 87688 LOT 2 DP 86993	Central Hutt
46	1192790	UNIT 5 DP 90088 LOT 1 DP 3579	Berhampore
47	1192800	UNIT 4 DP 90088 LOT 1 DP 3579	Berhampore
48	1192810	UNIT 3 DP 90088 LOT 1 DP 3579	Berhampore
49	1192840	UNIT 2 DP 90088 LOT 1 DP 3579	Berhampore
50	1196070	FL 1 DP 86575 LOT 2 DP 11339	Brooklyn
51	1196110	FL 2 DP 86575 LOT 2 DP 11339	Brooklyn
52	1196120	FL 3 DP 86575 LOT 2 DP 11339	Brooklyn
53	1196130	FL 4 DP 86575 LOT 2 DP 11339	Brooklyn

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#	Ref	Legal Description	Locality
54	1196140	FL 5 DP 86575 LOT 2 DP 11339	Brooklyn
55	1196150	FL 6 DP 86575 LOT 2 DP 11339	Brooklyn
56	1196880	UNIT 6 DP 90088 LOT 1 DP 3579	Berhampore
57	1197510	LOT 3 DP 4627	Mount Cook
58	1197590	LOT 1 DP 4485	CHL
59	1198000	LOTS 79, 84 DP 24	Newtown
60	1198010	LOTS 79, 84 DP 24	Newtown
61	1198040	LOTS 79, 84 DP 24	Newtown
62	1198050	LOTS 79, 84 DP 24	Newtown
63	1198060	LOTS 79, 84 DP 24	Newtown
64	1198070	PT LOT 1 DP 9115	CHL
65	1198080	LOTS 79, 84 DP 24	Newtown
66	1198090	LOTS 79, 84 DP 24	Newtown
67	1198100	LOTS 79, 84 DP 24	Newtown
68	1198130	UNIT 6 DP 88031 LOT 34 DP 1932	Kilbirnie
69	1198160	UNIT 7 DP 88031 LOT 34 DP 1932	Kilbirnie
70	1198170	UNIT 8 DP 88031 LOT 34 DP 1932	Kilbirnie
71	1198220	UNIT 9 DP 88031 LOT 34 DP 1932	Kilbirnie
72	1198230	UNIT 10 DP 88031 LOT 34 DP 1932	Kilbirnie
73	1198350	UNIT 1 DP 88031 LOT 25 DP 1932	Kilbirnie
74	1198390	UNIT 2 DP 88031 LOT 25 DP 1932	Kilbirnie
75	1198430	UNIT 3 DP 88031 LOT 25 DP 1932	Kilbirnie
76	1198440	UNIT 4 DP 88031 LOT 25 DP 1932	Kilbirnie
77	1198450	UNIT 5 DP 88031 LOT 25 DP 1932	Kilbirnie
78	1198830	UNIT 1 DP 90088 LOT 1 DP 3579	Berhampore
79	1199560	UNIT B DP 82499 LOT 1 DP 77372	Mount Victoria
80	1199670	UNIT J DP 82499 LOT 1 DP 77372	Mount Victoria
81	1199680	UNIT K DP 82499 LOT 1 DP 77372	Mount Victoria
82	1216800	UNIT 1 DP 54461 LOT 2 DP 28692	CHL
83	1216870	UNIT 2 DP 54461 LOT 2 DP 28692	CHL
84	1216890	UNIT 3 DP 54461 LOT 2 DP 28692	CHL
85	1216920	UNIT 4 DP 54461 LOT 2 DP 28692	CHL
86	1217590	LOT 7 DP 86352	Central Hutt
87	1217620	LOT 6 DP 86352	Central Hutt
88	1217640	LOT 5 DP 86352	Central Hutt
89	1217670	LOT 3 DP 86352	Central Hutt
90	1217680	LOT 1 DP 86352	Central Hutt
91	1217690	LOT 2 DP 86352	Central Hutt
92	1217700	LOT 4 DP 86352	Central Hutt
93	1218130	LOT 10 DP 86352	Central Hutt
94	1218140	LOT 12 DP 86352	Central Hutt
95	1218150	LOT 14 DP 86352	Central Hutt
96	1218160	LOT 13 DP 86352	Central Hutt
97	1218170	LOT 11 DP 86352	Central Hutt
98	1218190	LOT 8 DP 86352	Central Hutt
99	1218210	LOT 9 DP 86352	Central Hutt
100	1218280	LOT 17 DP 86352	Central Hutt
101	1218290	LOT 16 DP 86352	Central Hutt
102	1218300	LOT 15 DP 86352	Central Hutt
103	1668770	LOT 58 DP 5054	Strathmore Hill
104	1668810	LOT 1 DP 85852	Miramar/Maupuia
105	1668820	LOT 2 DP 85852	Miramar/Maupuia
106	1683630	LOT 9 DP 15372	CHL

Housing New Zealand Corporation Property List

Appendix L

#	Ref	Legal Description	Locality
107	1696600	LOTS 1 & 4 DP 85756	Moera
108	1696630	LOT 3 DP 85756	Moera
109	1703590	UNIT 1 DP 88048 LOT 1 DP 87822	Mount Victoria
110	1703620	UNIT 2 DP 88048 LOT 1 DP 87822	Mount Victoria
111	1703640	UNIT 3 DP 88048 LOT 1 DP 87822	Mount Victoria
112	1703650	UNIT 4 DP 88048 LOT 1 DP 87822	Mount Victoria
113	1703660	UNIT 5 DP 88048 LOT 1 DP 87822	Mount Victoria
114	1703680	UNIT 6 DP 88048 LOT 1 DP 87822	Mount Victoria
115	1703690	UNIT 7 DP 88048 LOT 1 DP 87822	Mount Victoria
116	1703700	UNIT 8 DP 88048 LOT 1 DP 87822	Mount Victoria
117	1704900	LOT 86 DP 2206	Melrose/Lyall Bay
118	1704910	LOT 86 DP 2206	Melrose/Lyall Bay
119	1704920	LOT 86 DP 2206	Melrose/Lyall Bay
120	1704930	LOT 86 DP 2206	Melrose/Lyall Bay
121	1704950	LOT 86 DP 2206	Melrose/Lyall Bay
122	1704980	LOT 86 DP 2206	Melrose/Lyall Bay
123	1705020	LOT 86 DP 2206	Melrose/Lyall Bay
124	1705030	LOT 86 DP 2206	Melrose/Lyall Bay
125	1705470	LOT 14 DP 5050	Miramar/Maupuia
126	1705480	LOT 14 DP 5050	Miramar/Maupuia
127	1708430	LOT 2 DP 84787	Central Hutt
128	1708460	LOT 3 DP 84787	Central Hutt
129	1737410	LOT 2 DP 10310	Melrose/Lyall Bay
130	1737420	LOT 2 DP 10310	Melrose/Lyall Bay
131	1737440	LOT 2 DP 10310	Melrose/Lyall Bay
132	1737450	LOT 2 DP 10310	Melrose/Lyall Bay
133	1928330	FL 8 DP 86961 LOT 8 DP 1974	Melrose/Lyall Bay
134	1928360	FL 13 DP 86961 LOT 8 DP 1974	Melrose/Lyall Bay
135	1928370	FL 1 DP 86961 LOT 9 DP 1974	Melrose/Lyall Bay
136	1928380	FL 12 DP 86961 LOT 8 DP 1974	Melrose/Lyall Bay
137	1928400	FL 2 DP 86961 LOT 9 DP 1974	Melrose/Lyall Bay
138	1928410	FL 3 DP 86961 LOT 9 DP 1974	Melrose/Lyall Bay
139	1928430	FL 4 DP 86961 LOT 9 DP 1974	Melrose/Lyall Bay
140	1928440	FL 5 DP 86961 LOT 9 DP 1974	Melrose/Lyall Bay
141	1928460	FL 11 DP 86961 LOT 8 DP 1974	Melrose/Lyall Bay
142	1928470	FL 6 DP 86961 LOT 9 DP 1974	Melrose/Lyall Bay
143	1928480	FL 7 DP 86961 LOT 9 DP 1974	Melrose/Lyall Bay
144	1928490	FL 9 DP 86961 LOT 8 DP 1974	Melrose/Lyall Bay
145	1928520	FL 10 DP 86961 LOT 8 DP 1974	Melrose/Lyall Bay
146	1958080	LOT 1 DP 88082	Petone
147	1961450	LOT 2 DP 88082	Petone
148	1961460	LOT 3 DP 88082	Petone
149	1961480	LOT 4 DP 88082	Petone
150	1967210	UNIT 2 DP 84878 LOT 36 DP 5054	Miramar/Maupuia
151	1967880	UNIT 1 DP 84878 LOT 36 DP 5054	Miramar/Maupuia
152	1967960	UNIT 3 DP 84878 LOTS 36 & 37 DP 5054	Miramar/Maupuia
153	2118690	LOT 156 DP 15345	Central Hutt
154	2125270	LOT 2 DP 85582	Central Hutt
155	2151000	LOT 2 DP 83833	Central Hutt
156	2151010	LOT 3 DP 83833	Central Hutt
157	2172740	LOTS 58,59 DP 455	Petone
158	2188750	LOT 4 DP 90616	Melrose/Lyall Bay
159	2188760	LOT 5 DP 90616	Melrose/Lyall Bay

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#	Ref	Legal Description	Locality
160	2188770	LOT 6 DP 90616	Melrose/Lyall Bay
161	2188810	LOT 7 DP 90616	Melrose/Lyall Bay
162	2188840	LOT 8 DP 90616	Melrose/Lyall Bay
163	2188850	LOT 9 DP 90616	Melrose/Lyall Bay
164	2188860	LOT 2 DP 90616	Melrose/Lyall Bay
165	2188880	LOT 1 DP 90616	Melrose/Lyall Bay
166	2188890	LOT 3 DP 90616	Melrose/Lyall Bay
167	2206860	LOT 40 DP 11186	Miramar/Maupuia
168	2229660	LOT 4 DP 90202	Melrose/Lyall Bay
169	2229690	LOT 3 DP 90202	Melrose/Lyall Bay
170	2229710	LOT 2 DP 90202	Melrose/Lyall Bay
171	2229720	LOTS 1, 5 DP 90202	Melrose/Lyall Bay
172	2234620	LOT 4 DP 55181	Miramar/Maupuia
173	2234630	LOT 4 DP 55181	Miramar/Maupuia
174	2234640	LOT 4 DP 55181	Miramar/Maupuia
175	2234650	LOT 4 DP 55181	Miramar/Maupuia
176	2266890	UNIT 1 DP 85022	Kilbirnie
177	2266940	UNIT 2 DP 85022	Kilbirnie
178	2266960	UNIT 3 DP 85022	Kilbirnie
179	2266990	UNIT 4 DP 85022	Kilbirnie
180	2267000	UNIT 5 DP 85022	Kilbirnie
181	2267010	UNIT 6 DP 85022	Kilbirnie
182	2267030	UNIT 7 DP 85022	Kilbirnie
183	2267050	UNIT 8 DP 85022	Kilbirnie
184	2267100	UNIT 9 DP 85022	Kilbirnie
185	2267130	UNIT 10 DP 85022	Kilbirnie
186	2267370	UNIT 11 DP 85022	Kilbirnie
187	2267380	UNIT 12 DP 85022	Kilbirnie
188	2267390	UNIT 13 DP 85022	Kilbirnie
189	2267410	UNIT 14 DP 85022	Kilbirnie
190	2323240	LOT 23 DP 1931	Kilbirnie
191	2323250	LOT 23 DP 1931	Kilbirnie
192	2323260	LOT 23 DP 1931	Kilbirnie
193	2323280	LOT 23 DP 1931	Kilbirnie
194	2324110	UNIT 1 DP 88770 LOT 1,2 DP 1234	Newtown
195	2324140	UNIT 2 DP 88770 LOT 1,2 DP 1234	Newtown
196	2324150	UNIT 3 DP 88770 LOT 1,2 DP 1234	Newtown
197	2324160	UNIT 4 DP 88770 LOT 1,2 DP 1234	Newtown
198	2324180	UNIT 5 DP 88770 LOT 1,2 DP 1234	Newtown
199	2324190	UNIT 6 DP 88770 LOT 1,2 DP 1234	Newtown
200	2324200	UNIT 7 DP 88770 LOT 1,2 DP 1234	Newtown
201	2324210	UNIT 8 DP 88770 LOT 1,2 DP 1234	Newtown
202	2324220	UNIT 9 DP 88770 LOT 1,2 DP 1234	Newtown
203	2324230	UNIT 10 DP 88770 LOT 1,2 DP 1234	Newtown
204	2324250	UNIT 11 DP 88770 LOT 1,2 DP 1234	Newtown
205	2324260	UNIT 12 DP 88770 LOT 1,2 DP 1234	Newtown
206	2324280	UNIT 13 DP 88770 LOT 1,2 DP 1234	Newtown
207	2324610	UNIT 13 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
208	2324620	UNIT 12 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
209	2324630	UNIT 11 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
210	2324640	UNIT 9 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
211	2324660	UNIT 10 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
212	2324670	UNIT 8 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown

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#	Ref	Legal Description	Locality
213	2324680	UNIT 7 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
214	2324700	UNIT 6 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
215	2324730	UNIT 4 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
216	2324740	UNIT 3 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
217	2324760	UNIT 1 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
218	2349720	FL 1 DP 87688 LOT 2 DP 86993	Central Hutt
219	2349750	FL 2 DP 87688 LOT 2 DP 86993	Central Hutt
220	2368070	LOT 1 DP 84161	CHL
221	2368590	UNIT 2 DP 84140 LOTS 1,2 DP 6425 & LOTS	Newtown
222	2375520	FL 2 DP 83073 SECS 109, 110 HUTT VALLEY	Moera
223	2375530	FL 3 DP 83073 SECS 109, 110 HUTT VALLEY	Moera
224	2375540	FL 4 DP 83073 SECS 109, 110 HUTT VALLEY	Moera
225	2375550	FL 1 DP 83073 SECS 109, 110 HUTT VALLEY	Moera
226	2500050	LOT 12 DP 5050	Miramar/Maupuia
227	2500220	LOT 68 DP 5054	Strathmore Hill
228	2501460	LOT 13 BLK II DP 1810	Brooklyn
229	2501680	SEC 125 BLK V HUTT VALLEY SETT	Moera
230	2501780	SEC 122 BLK III HUTT VALLEY SETT	Moera
231	2501890	LOT 25 DP 1984	Central Hutt
232	2502010	SEC 111 BLK III HUTT VALLEY SETT	Moera
233	2502050	LOT 20 DP 2340	Petone
234	2502270	LOT 22 BLK XXVIII D P 2258	Miramar/Maupuia
235	2502280	LOT 38 DP 9364	Central Hutt
236	2502380	LOT 13 DP 1620	Petone
237	2502550	LOT 19 DP 9647	Central Hutt
238	2502680	SEC 45 BLK L HUTT VALLEY SETT	Moera
239	2502840	SEC 31 BLK VI WILFORD SETT	Petone
240	2502850	LOT 49 BLK III DP 6175	Miramar/Maupuia
241	2502870	LOT 37 DP 455	Petone
242	2503030	LOT 46 BLK V DP 1889	Melrose/Lyall Bay
243	2503090	LOT 2 DP 5492	Island Bay
244	2503250	LOT 45 BLK III DP 6175	Miramar/Maupuia
245	2503610	LOT 34 BLK II DP 6175	Miramar/Maupuia
246	2503680	SEC 9 BLK II WILFORD SETTLEMENT	Petone
247	2503710	LOT 47 DP 2226	Northland/Wilton
248	2503820	PT LOT 18 DP 1604	Petone
249	2503860	PT LOT 3 DP 9591	Island Bay
250	2504030	LOT 11 DP 8065	Brooklyn
251	2504040	LOT 70 DP 1744	Petone
252	2504170	SEC 47 BLK XLIX HUTT VALLEY SETT	Moera
253	2504240	LOT 18 DP 8065	Brooklyn
		SEC 12 BLOCK LIII HUTT VALLEY	
254	2504400	SETTLEMENT	Central Hutt
255	2504440	LOT 4 DP 8254	Melrose/Lyall Bay
256	2504540	SEC 21 BLK LIV HUTT VALLEY SETT	Central Hutt
		SEC 6 BLOCK XLIX HUTT VALLEY	
257	2504560	SETTLEMENT-	Moera
258	2504590	PT LOT 1 DP 9444	Miramar/Maupuia
259	2505010	LOT 154 DP 1984	Central Hutt
260	2505070	LOT 22 BLK III DP 6175	Miramar/Maupuia
261	2505190	LOT 43 DP 8102	Petone
262	2505400	SEC 26 BLK LIV HUTT VALLEY SETTLEMENT	Central Hutt
		SEC 48 BLOCK LVII HUTT VALLEY	
263	2505580	SETTLEMENT	Central Hutt

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#	Ref	Legal Description	Locality
264	2505610	SEC 54 BLK L HUTT VALLEY SETT	Moera
265	2505790	SEC 124 BLK V HUTT VALLEY SETT	Moera
266	2506610	SEC 21 BLK LI HUTT VALLEY SETT	Moera
267	2506750	SEC 22 BLK LI HUTT VALLEY SETT	Moera
268	2506930	PT SEC 10 BLK LI HUTT VALLEY SETT	Moera
269	2506960	SEC 33 BLK XLIX HUTT VALLEY SETT	Moera
270	2507010	SEC 35 BLK L HUTT VALLEY SETT	Moera
271	2507090	SEC 46 BLK L HUTT VALLEY SETT	Moera
272	2507130	SEC 62 BLK I HUTT VALLEY SETT	Moera
273	2507160	SEC 49 BLK XLVIII HUTT VALLEY SETT	Central Hutt
274	2507400	SEC 120 BLK III HUTT VALLEY SETT	Moera
275	2507600	SEC 31 BLK XLIX HUTT VALLEY SETT	Moera
276	2507620	SEC 129 BLK V HUTT VALLEY SETT	Moera
277	2507640	SEC 25 BLK II HUTT VALLEY SETT	Moera
278	2507710	SEC 41 BLK XLVIII HUTT VALLEY SETT	Central Hutt
279	2520010	PT LOT 10 BLK III DP 1810	Brooklyn
280	2520060	LOT 57 DP 1892	Island Bay
281	2520090	LOT 4 DP 2403	Berhampore
282	2520100	LOT 36 DP 384	Petone
283	2520110	LOT 8 DP 1681	Newtown
284	2520320	LOT 17 DP 23864	Wainuiomata
285	2520330	LOT 3 DP 9018	Melrose/Lyall Bay
286	2520350	LOT 44 DP 21254	Wainuiomata
287	2520360	LOT 30 DP 21875	Wainuiomata
288	2520390	LOT 78 DP 24703	Wainuiomata
289	2520400	LOT 9 DP 16946	Wainuiomata
290	2520440	LOT 160 DP 26454	Wainuiomata
291	2520560	LOT 78 DP 14338	Wainuiomata
292	2520620	LOT 15 & PT LOT 14 BLK D DP 467	Newtown
293	2520680	LOT 1 DP 23063	Wainuiomata
294	2520700	LOT 41 DP 21255	Wainuiomata
295	2520780	LOT 1 DP 85415	Petone
296	2520790	LOT 2 DP 85415	Petone
297	2520800	LOT 3 DP 85415	Petone
298	2520810	LOT 4 DP 85415	Petone
299	2520820	LOT 6 DP 85415	Petone
300	2520830	LOT 5 DP 85415	Petone
301	2520840	LOT 7 DP 85415	Petone
302	2520850	LOT 8 DP 85415	Petone
303	2550050	LOT 40 DP 11186	Miramar/Maupuia
304	2550110	LOT 34 DP 11186	Miramar/Maupuia
305	2550130	LOT 32 DP 11186	Miramar/Maupuia
306	2550160	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
307	2550240	LOT 1 DP 18633	Miramar/Maupuia
308	2550400	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
309	2550580	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
310	2550740	LOT 68 DP 11187	Miramar/Maupuia
311	2550750	LOT 77 DP 11187	Strathmore Hill
312	2550930	SEC 4 BLOCK LII HUTT VALLEY SETTLEMENT SEC 50 BLOCK LIV HUTT VALLEY SETTLEMENT	Central Hutt
313	2550960	SETTLEMENT	Central Hutt
314	2551100	LOT 1 DP 84822	Central Hutt
315	2551110	LOT 2 DP 84822	Central Hutt

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#	Ref	Legal Description	Locality
316	2551120	SEC 21 BLK LVII HUTT VALLEY SETT SEC 28 BLOCK LVII HUTT VALLEY	Central Hutt
317	2551160	SETTLEMENT	Central Hutt
318	2551600	SEC 24 BLK XLII HUTT VALLEY SETTLEMENT	Central Hutt
319	2551700	LOT 1 DP 87498	Central Hutt
320	2551750	SEC 23 BLV XLIII HUTT VALLEY SETTLEMENT	Central Hutt
321	2551770	SEC 21 BLK XLIII HUTT VALLEY SETTLEMENT	Central Hutt
322	2552220	LOT 1 DP 85419	Central Hutt
323	2552260	LOT 2 DP 85570	Central Hutt
324	2552310	LOT 1 DP 85605	Central Hutt
325	2552320	GARAGE	
326	2552330	GARAGE	
327	2552360	GARAGE	
328	2552390	LOT 1 DP 85582	Central Hutt
329	2552400	SEC 26 BLK XL HUTT VALLEY SETTLEMENT	Central Hutt
330	2552750	LOT 2 DP 8016 SEC 33 BLOCK LIV HUTT VALLEY	
331	2553170	SETTLEMENT SEC 39 BLOCK LVI HUTT VALLEY	Central Hutt
332	2553270	SETTLEMENT- SEC 31 BLOCK LVI HUTT VALLEY	Central Hutt
333	2553350	SETTLEMENT- SEC 13 BLOCK LVI HUTT VALLEY	Central Hutt
334	2553510	SETTLEMENT SEC 12 BLOCK LVI HUTT VALLEY	Central Hutt
335	2553520	SETTLEMENT SEC 19 BLOCK LIII HUTT VALLEY	Central Hutt
336	2553650	SETTLEMENT SEC 16 BLOCK LIII HUTT VALLEY	Central Hutt
337	2553680	SETTLEMENT	Central Hutt
338	2556590	LOT 2 DP 84828	Central Hutt
339	2556690	LOT 1 DP 15569	Moera
340	2556740	LOT 2 DP 86801	Moera
341	2556750	LOT 1 DP 86801	Moera
342	2556790	LOT 10 DP 15569	Moera
343	2556870	LOT 2 DP 83971	Moera
344	2556890	LOT 19 DP 15569	Moera
345	2556930	LOT 1 DP 86600	Moera
346	2556940	LOT 2 DP 86600	Moera
347	2557160	FL 2 DP 56323 LOT 32 DP 16952	Northland/Wilton
348	2557190	LOT 1 DP 90541	Northland/Wilton
349	2557200	LOT 2 DP 90541	Northland/Wilton
350	2557250	LOT 12 DP 19956	Northland/Wilton
351	2557360	LOT 2 DP 90443	Northland/Wilton
352	2557370	LOT 1 DP 90443	Northland/Wilton
353	2557430	LOT 4 DP 19956	Northland/Wilton
354	2557870	LOT 2 DP 76847	Strathmore Hill
355	2557880	LOT 1 DP 76847	Strathmore Hill
356	2557890	LOT 15 DP 15452	Strathmore Hill
357	2557980	LOT 25 DP 15452	Strathmore Hill
358	2557990	LOT 25 DP 15452	Strathmore Hill
359	2558010	LOT 2 DP 86684	Strathmore Hill
360	2558020	LOT 1 DP 86684	Strathmore Hill
361	2558040	LOT 29 DP 15452	Strathmore Hill
362	2558060	LOT 32 DP 15452	Strathmore Hill

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#	Ref	Legal Description	Locality
363	2558070	LOT 32 DP 15452	Strathmore Hill
364	2558530	LOT 1 DP 72496	Central Hutt
365	2558700	LOT 1 DP 84986	Central Hutt
366	2558710	LOT 2 DP 84986	Central Hutt
367	2559800	LOT 1 DP 23902	Central Hutt
368	2559850	LOT 1 DP 85016	Central Hutt
369	2559860	LOT 2 DP 85016	Central Hutt
370	2559880	LOT 2 DP 85018	Central Hutt
371	2559890	LOT 1 DP 85018	Central Hutt
372	2560220	LOT 1 DP 15373	Central Hutt
373	2560270	LOT 2 DP 85197	Central Hutt
374	2560280	LOT 1 DP 85197	Central Hutt
375	2561100	FL 3 DP 55092 PT LOT 14 DP 18394	Petone
376	2561110	FL 2 DP 55092 PT LOT 14 DP 18394	Petone
377	2561120	FL 1 DP 55092 PT LOT 14 DP 18394	Petone
378	2561140	LOT 12 DP 18394	Petone
379	2561150	LOT 12 DP 18394	Petone
380	2561170	LOT 10 DP 18394	Petone
381	2561180	LOT 10 DP 18394	Petone
382	2561200	LOT 8 DP 18394	Petone
383	2561210	LOT 8 DP 18394	Petone
384	2561230	LOT 6 DP 18394	Petone
385	2561240	LOT 6 DP 18394	Petone
386	2561250	LOT 5 DP 18394	Petone
387	2561260	LOT 4 DP 18394	Petone
388	2561270	LOT 4 DP 18394	Petone
389	2561290	LOT 2 DP 18394	Petone
390	2561300	LOT 2 DP 18394	Petone
391	2561660	LOT 2 DP 90540	Ngaio/Khandallah
392	2561670	LOT 1 DP 90540	Ngaio/Khandallah
393	2561730	LOT 1 DP 85829	Ngaio/Khandallah
394	2561740	LOT 2 DP 85829	Ngaio/Khandallah
395	2561780	PT LOT 17 DP 13918	Ngaio/Khandallah
396	2561870	LOT 3 DP 13918	Ngaio/Khandallah
397	2562080	LOT 2 DP 29907	Ngaio/Khandallah
398	2562100	LOT 2 DP 86393	Ngaio/Khandallah
399	2562410	LOT 1 DP 20265	Ngaio/Khandallah
400	2562670	LOT 15 DP 19955	Ngaio/Khandallah
401	2562690	LOT 13 DP 19955	Ngaio/Khandallah
402	2562720	LOT 34 DP 13918	Ngaio/Khandallah
403	2562770	LOT 14 DP 20350	Ngaio/Khandallah
404	2562790	LOT 12 DP 20350	Ngaio/Khandallah
405	2562970	LOT 25 DP 20350	Ngaio/Khandallah
406	2563430	LOT 1 DP 84573	Central Hutt
407	2563440	LOT 2 DP 84573	Central Hutt
408	2563480	LOT 2 DP 85065	Central Hutt
409	2563490	LOT 1 DP 85065	Central Hutt
410	2565040	LOT 11 DP 15961	Miramar/Maupuia
411	2565280	FL 1 DP 54581 LOT 9 DP 15570	Moera
412	2565300	FL 2 DP 54581 LOT 8 DP 15570	Moera
413	2565310	FL 1 DP 54581 LOT 8 DP 15570	Moera
414	2565350	LOT 4 DP 19414	Moera
415	2565360	LOT 3 DP 19414	Moera

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#	Ref	Legal Description	Locality
416	2565380	LOT 1 DP 87065	Moera
417	2565400	LOT 2 DP 87065	Moera
418	2565410	LOT 15 DP 15570	Moera
419	2565420	LOT 1 DP 25154	Moera
420	2565440	LOT 2 DP 86802	Moera
421	2565450	LOT 1 DP 86802	Moera
422	2565470	LOT 10 DP 15570	Moera
423	2566670	LOT 1 DP 88864	Ngaio/Khandallah
424	2566680	LOT 2 DP 88864	Ngaio/Khandallah
425	2567100	LOT 1 DP 75680	Miramar/Maupua
426	2567170	LOT 2 DP 29627	Strathmore Hill
427	2567180	LOT 3 DP 29627	Strathmore Hill
428	2567200	LOT 4 DP 20615	Strathmore Hill
429	2567220	LOT 2 DP 87221	Strathmore Hill
430	2567230	PT LOT 6 DP 20615	Strathmore Hill
431	2567240	LOT 2 DP 86295	Strathmore Hill
432	2567250	LOT 1 DP 86295	Strathmore Hill
433	2567300	LOT 93 DP 15452	Strathmore Hill
434	2567400	LOT 14 DP 20615	Strathmore Hill
435	2567410	LOT 2 DP 86088	Strathmore Hill
436	2567420	LOT 1 DP 86088	Strathmore Hill
437	2567460	LOT 2 DP 18289	Strathmore Hill
438	2567470	LOT 1 DP 88147	Strathmore Hill
439	2567480	LOT 2 DP 88147	Strathmore Hill
440	2567740	LOT 23 DP 16046	Central Hutt
441	2568240	LOT 2 DP 87461	Strathmore Hill
442	2568360	LOT 5 DP 15414	Strathmore Hill
443	2568370	LOT 5 DP 15414	Strathmore Hill
444	2568380	LOT 5 DP 15452	Strathmore Hill
445	2568390	LOT 5 DP 15452	Strathmore Hill
446	2568400	LOT 1 DP 83290	Strathmore Hill
447	2568410	LOT 1 DP 83290	Strathmore Hill
448	2568420	LOT 2 DP 15452	Strathmore Hill
449	2568550	LOT 10 DP 15452	Strathmore Hill
450	2568560	LOT 10 DP 15452	Strathmore Hill
451	2568590	LOT 211 DP 15452	Strathmore Hill
452	2568600	LOT 211 DP 15452	Strathmore Hill
453	2568610	LOT 211 DP 15452	Strathmore Hill
454	2568620	LOT 211 DP 15452	Strathmore Hill
455	2568670	LOT 13 DP 15452	Strathmore Hill
456	2568680	LOT 13 DP 15452	Strathmore Hill
457	2568690	LOT 13 DP 15452	Strathmore Hill
458	2568700	LOT 13 DP 15452	Strathmore Hill
459	2568710	LOT 1 DP 88566	Strathmore Hill
460	2568720	LOT 2 DP 88566	Strathmore Hill
461	2568740	LOT 2 DP 23184	Strathmore Hill
462	2568750	LOT 3 DP 23184	Strathmore Hill
463	2568790	LOT 21 DP 15452	Strathmore Hill
464	2568800	LOT 21 DP 15452	Strathmore Hill
465	2568810	LOT 21 DP 15452	Strathmore Hill
466	2568820	LOT 21 DP 15452	Strathmore Hill
467	2569380	LOT 2 DP 25111	Central Hutt
468	2569440	LOT 2 DP 21748	Central Hutt

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#	Ref	Legal Description	Locality
469	2571530	FL 1 DP 84022 LOT 2 DP 72961	Central Hutt
470	2571590	LOT 2 DP 85126	Central Hutt
471	2571600	LOT 1 DP 85126	Central Hutt
472	2571640	LOT 2 DP 84882	Central Hutt
473	2571770	LOT 46 DP 15816	Central Hutt
474	2571790	LOT 1 DP 84880	Central Hutt
475	2571830	FL 2 DP 54999 LOT 50 DP 15816	Central Hutt
476	2571840	LOT 1 DP 20875	Central Hutt
477	2571920	LOT 1 DP 85584	Central Hutt
478	2573570	LOT 2 DP 85637	Central Hutt
479	2573580	LOT 1 DP 85637	Central Hutt
480	2573590	LOT 1 DP 85650	Central Hutt
481	2573600	LOT 2 DP 85650	Central Hutt
482	2573660	LOT 2 DP 84391	Central Hutt
483	2573670	LOT 1 DP 84391	Central Hutt
484	2573690	LOT 2 DP 85313	Central Hutt
485	2573700	LOT 1 DP 85313	Central Hutt
486	2573910	LOT 1 DP 85017	Central Hutt
487	2573920	LOT 2 DP 85017	Central Hutt
488	2573970	FL 7 DP 84171 LOT 3 DP 84170	Central Hutt
489	2574030	SEC 62 BLK L HUTT VALLEY SETTLEMENT	Moera
490	2574060	SEC 4 BLK LI HUTT VALLEY SETT	Moera
491	2574080	SEC 44 BLK XLIX HUTT VALLEY SETTLEMENT	Moera
492	2574390	LOT 3 DP 24416	Central Hutt
493	2574450	LOT 1 DP 15805	Moera
494	2574460	LOT 1 DP 15805	Moera
495	2574490	LOT 4 DP 15805	Moera
496	2574500	LOT 4 DP 15805	Moera
497	2574510	LOT 5 DP 15805	Moera
498	2574520	FL 2 DP 55228 PT SEC 150 BLK VIII HUTT V	Central Hutt
499	2575130	LOT 42 BLK IV DP 2424	Ngaio/Khandallah
500	2576490	LOT 2 DP 90643	Northland/Wilton
501	2576500	LOT 1 DP 90643	Northland/Wilton
502	2578160	LOT 6 DP 15414	Strathmore Hill
503	2578170	LOT 7 DP 15414	Strathmore Hill
504	2578180	LOT 7 DP 15414	Strathmore Hill
505	2579720	LOT 2 DP 83290	CHL
506	2579730	LOT 2 DP 83290	CHL
507	2579740	LOT 2 DP 83290	CHL
508	2579750	LOT 2 DP 83290	CHL
509	2579770	LOT 68 DP 15452	Strathmore Hill
510	2579780	LOT 68 DP 15452	Strathmore Hill
511	2579790	LOT 68 DP 15452	Strathmore Hill
512	2579800	LOT 68 DP 15452	Strathmore Hill
513	2579860	LOT 10 DP 20615	Strathmore Hill
514	2579870	LOT 11 DP 20615	Strathmore Hill
515	2579880	LOT 11 DP 20615	Strathmore Hill
516	2579950	LOT 3 DP 24132	Strathmore Hill
517	2579970	PT LOT 85 DP 15452	Strathmore Hill
518	2579980	LOT 5 DP 24132	Strathmore Hill
519	2580050	LOT 2 DP 57300	Berhampore
520	2580060	LOT 2 DP 57300	Berhampore
521	2580070	LOT 2 DP 57300	Berhampore

Housing New Zealand Corporation Property List

Appendix L

#	Ref	Legal Description	Locality
522	2580080	LOT 2 DP 57300	Berhampore
523	2580090	LOT 2 DP 57300	Berhampore
524	2580100	LOT 2 DP 57300	Berhampore
525	2580110	LOT 2 DP 57300	Berhampore
526	2580120	LOT 2 DP 57300	Berhampore
527	2580130	LOT 2 DP 57300	Berhampore
528	2580140	LOT 2 DP 57300	Berhampore
529	2580150	LOT 2 DP 57300	Berhampore
530	2580160	LOT 2 DP 57300	Berhampore
531	2580170	LOT 2 DP 57300	Berhampore
532	2580180	LOT 2 DP 57300	Berhampore
533	2580190	LOT 2 DP 57300	Berhampore
534	2580200	LOT 2 DP 57300	Berhampore
535	2580210	LOT 2 DP 57300	Berhampore
536	2580220	LOT 2 DP 57300	Berhampore
537	2580230	LOT 2 DP 57300	Berhampore
538	2580240	LOT 2 DP 57300	Berhampore
539	2580250	LOT 2 DP 57300	Berhampore
540	2580260	LOT 2 DP 57300	Berhampore
541	2580270	LOT 2 DP 57300	Berhampore
542	2580280	LOT 2 DP 57300	Berhampore
543	2580290	LOT 2 DP 57300	Berhampore
544	2580300	LOT 2 DP 57300	Berhampore
545	2580310	LOT 2 DP 57300	Berhampore
546	2580320	LOT 2 DP 57300	Berhampore
547	2580330	LOT 2 DP 57300	Berhampore
548	2580340	LOT 2 DP 57300	Berhampore
549	2580350	LOT 2 DP 57300	Berhampore
550	2580360	LOT 2 DP 57300	Berhampore
551	2580370	LOT 2 DP 57300	Berhampore
552	2580380	LOT 2 DP 57300	Berhampore
553	2580390	LOT 2 DP 57300	Berhampore
554	2580400	LOT 2 DP 57300	Berhampore
555	2580410	LOT 2 DP 57300	Berhampore
556	2580420	LOT 2 DP 57300	Berhampore
557	2580430	LOT 2 DP 57300	Berhampore
558	2580440	LOT 2 DP 57300	Berhampore
559	2580450	LOT 2 DP 57300	Berhampore
560	2580460	LOT 2 DP 57300	Berhampore
561	2580470	LOT 2 DP 57300	Berhampore
562	2580480	LOT 2 DP 57300	Berhampore
563	2580490	LOT 2 DP 57300	Berhampore
564	2580500	LOT 2 DP 57300	Berhampore
565	2580560	LOT 2 DP 84799	Central Hutt
566	2580570	LOT 1 DP 84799	Central Hutt
567	2581300	LOT 46 DP 18596	Strathmore Hill
568	2581310	LOT 46 DP 18596	Strathmore Hill
569	2581360	LOT 14 DP 16890	Strathmore Hill
570	2581380	FL 1 DP 56888 LOT 13 DP 16890	Strathmore Hill
571	2581430	FL 1 DP 54992 LOT 8 DP 172377	Strathmore Hill
572	2581440	FL 2 DP 54992 LOT 8 DP 172377	Strathmore Hill
573	2581450	UNIT 4 DP 84894 LOT 7 DP 17237	Strathmore Hill
574	2581460	UNIT 3 DP 84894 LOT 7 DP 17237	Strathmore Hill

Housing New Zealand Corporation Property List

Appendix L

#	Ref	Legal Description	Locality
575	2581470	UNIT2 DP 84894 LOT 7 DP 17237	Strathmore Hill
576	2581480	UNIT 1 DP 84894 LOT 7 DP 17237	Strathmore Hill
577	2581500	LOT 5 DP 17237	Strathmore Hill
578	2581510	LOT 5 DP 17237	Strathmore Hill
579	2582300	LOT 3 DP 15812	Central Hutt
580	2582690	LOT 152 DP 15452	Strathmore Hill
581	2582770	LOT 1 DP 33862	Strathmore Hill
582	2582780	LOT 1 DP 33862	Strathmore Hill
583	2582800	LOT 3 DP 33862	Strathmore Hill
584	2582820	LOT 5 DP 33862	Strathmore Hill
585	2583090	LOT 2 DP 81843	Strathmore Hill
586	2583970	LOT 3 DP 34097	Strathmore Hill
587	2583980	LOT 4 DP 34097	Strathmore Hill
588	2584180	LOT 28 DP 15414	Strathmore Hill
589	2585620	LOT 2 DP 89705	Ngaio/Khandallah
590	2585630	LOT 1 DP 89705	Ngaio/Khandallah
591	2585640	LOT 2 DP 83437	Ngaio/Khandallah
592	2586830	LOT 1 DP 26281	Strathmore Hill
593	2586850	LOT 135 DP 15452	Strathmore Hill
594	2587650	LOT 18 DP 19071	Ngaio/Khandallah
595	2588000	LOT 37 DP 15414	Strathmore Hill
596	2588030	LOT 6 DP 33862	Strathmore Hill
597	2588540	LOT 3 DP 86993	Central Hutt
598	2588590	LOT 11 DP 8787, PT LOT 63 DP 1889	Melrose/Lyall Bay
599	2588630	LOT 4 DP 9344, PT LOT 63 DP 1889	Melrose/Lyall Bay
600	2588660	LOT 1 DP 20743	Miramar/Maupuia
601	2588740	LOT 7 DP 20298	Strathmore Hill
602	2589140	LOT 1 DP 85318	Strathmore Hill
603	2589150	LOT 2 DP 85318	Strathmore Hill
604	2589160	LOT 181 DP 15452	Strathmore Hill
605	2589190	LOT 3 DP 19953	Strathmore Hill
606	2589250	LOT 3 DP 21627	Strathmore Hill
607	2589260	LOT 3 DP 21627	Strathmore Hill
608	2589270	LOT 3 DP 21627	Strathmore Hill
609	2589280	LOT 3 DP 21627	Strathmore Hill
610	2589290	LOT 27 DP 15414	Strathmore Hill
611	2589300	LOT 27 DP 15414	Strathmore Hill
612	2589330	LOT 2 DP 22185	Strathmore Hill
613	2589410	LOT 2 DP 15181	Strathmore Hill
614	2589420	LOT 2 DP 15181	Strathmore Hill
615	2589430	LOT 2 DP 15181	Strathmore Hill
616	2589440	LOT 2 DP 15181	Strathmore Hill
617	2589510	LOT 2 DP 8016	Central
618	2589520	LOT 2 DP 8016	Central
619	2589530	LOT 2 DP 8016	Central
620	2589540	LOT 2 DP 8016	Central
621	2589550	LOT 2 DP 8016	Central
622	2589560	LOT 2 DP 8016	Central
623	2589570	LOT 2 DP 8016	Central
624	2589580	LOT 2 DP 8016	Central
625	2589590	LOT 2 DP 8016	Central
626	2589600	LOT 2 DP 8016	Central
627	2589610	LOT 2 DP 8016	Central

#	Ref	Legal Description	Locality
628	2589620	LOT 2 DP 8016	Central
629	2589630	LOT 2 DP 8016	Central
630	2589640	LOT 2 DP 8016	Central
631	2589650	LOT 2 DP 8016	Central
632	2589660	LOT 2 DP 8016	Central
633	2589670	LOT 2 DP 8016	Central
634	2589680	LOT 2 DP 8016	Central
635	2589690	LOT 2 DP 8016	Central
636	2589700	LOT 2 DP 8016	Central
637	2589710	LOT 2 DP 8016	Central
638	2589720	LOT 2 DP 8016	Central
639	2589730	LOT 2 DP 8016	Central
640	2589740	LOT 2 DP 8016	Central
641	2589750	LOT 2 DP 8016	Central
642	2589760	LOT 2 DP 8016	Central
643	2589770	LOT 2 DP 8016	Central
644	2589780	LOT 2 DP 8016	Central
645	2589790	LOT 2 DP 8016	Central
646	2589800	LOT 2 DP 8016	Central
647	2589810	LOT 2 DP 8016	Central
648	2589820	LOT 2 DP 8016	Central
649	2589830	LOT 2 DP 8016	Central
650	2589840	LOT 2 DP 8016	Central
651	2589850	LOT 2 DP 8016	Central
652	2589860	LOT 2 DP 8016	Central
653	2589870	LOT 2 DP 8016	Central
654	2589880	LOT 2 DP 8016	Central
655	2589890	LOT 2 DP 8016	Central
656	2589900	LOT 2 DP 8016	Central
657	2589910	LOT 2 DP 8016	Central
658	2589920	LOT 2 DP 8016	Central
659	2589930	LOT 2 DP 8016	Central
660	2589940	LOT 2 DP 8016	Central
661	2589950	LOT 2 DP 8016	Central
662	2589960	LOT 2 DP 8016	Central
663	2589970	LOT 2 DP 8016	Central
664	2589980	LOT 2 DP 8016	Central
665	2589990	LOT 2 DP 8016	Central
666	2590000	LOT 2 DP 8016	Central
667	2590010	LOT 2 DP 8016	Central
668	2590020	LOT 2 DP 8016	Central
669	2590030	LOT 2 DP 8016	Central
670	2590040	LOT 2 DP 8016	Central
671	2590050	LOT 2 DP 8016	Central
672	2590060	LOT 2 DP 8016	Central
673	2590070	LOT 2 DP 8016	Central
674	2590080	LOT 2 DP 8016	Central
675	2590090	LOT 2 DP 8016	Central
676	2590100	LOT 2 DP 8016	Central
677	2590110	LOT 2 DP 8016	Central
678	2590120	LOT 2 DP 8016	Central
679	2590130	LOT 2 DP 8016	Central
680	2590140	LOT 2 DP 8016	Central

#	Ref	Legal Description	Locality
681	2590150	LOT 2 DP 8016	Central
682	2590160	LOT 2 DP 8016	Central
683	2590170	LOT 2 DP 8016	Central
684	2590180	LOT 2 DP 8016	Central
685	2590190	LOT 2 DP 8016	Central
686	2590200	LOT 2 DP 8016	Central
687	2590210	LOT 2 DP 8016	Central
688	2590220	LOT 2 DP 8016	Central
689	2590230	LOT 2 DP 8016	Central
690	2590240	LOT 2 DP 8016	Central
691	2590250	LOT 2 DP 8016	Central
692	2590260	LOT 2 DP 8016	Central
693	2590270	LOT 2 DP 8016	Central
694	2590280	LOT 2 DP 8016	Central
695	2590290	LOT 2 DP 8016	Central
696	2590300	LOT 2 DP 8016	Central
697	2590310	LOT 2 DP 8016	Central
698	2590320	LOT 2 DP 8016	Central
699	2590330	LOT 2 DP 8016	Central
700	2590340	LOT 2 DP 8016	Central
701	2590350	LOT 2 DP 8016	Central
702	2590360	LOT 2 DP 8016	Central
703	2590370	LOT 2 DP 8016	Central
704	2590380	LOT 2 DP 8016	Central
705	2590390	LOT 2 DP 8016	Central
706	2590400	LOT 2 DP 8016	Central
707	2590410	LOT 2 DP 8016	Central
708	2590420	LOT 2 DP 8016	Central
709	2590430	LOT 2 DP 8016	Central
710	2590440	LOT 2 DP 8016	Central
711	2590450	LOT 2 DP 8016	Central
712	2590460	LOT 2 DP 8016	Central
713	2590470	LOT 2 DP 8016	Central
714	2590480	LOT 2 DP 8016	Central
715	2590490	LOT 2 DP 8016	Central
716	2590500	LOT 2 DP 8016	Central
717	2590510	LOT 2 DP 8016	Central
718	2590520	LOT 2 DP 8016	Central
719	2590530	LOT 2 DP 8016	Central
720	2590540	LOT 2 DP 8016	Central
721	2590550	LOT 2 DP 8016	Central
722	2590560	LOT 2 DP 8016	Central
723	2590570	LOT 2 DP 8016	Central
724	2590580	LOT 2 DP 8016	Central
725	2590590	LOT 2 DP 8016	Central
726	2590600	LOT 2 DP 8016	Central
727	2590610	LOT 2 DP 8016	Central
728	2590620	LOT 2 DP 8016	Central
729	2590630	LOT 2 DP 8016	Central
730	2590640	LOT 2 DP 8016	Central
731	2590650	LOT 2 DP 8016	Central
732	2590660	LOT 2 DP 8016	Central
733	2590670	LOT 2 DP 8016	Central

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Appendix L

#	Ref	Legal Description	Locality
734	2590770	PT LOT 1 & LOT 2 DP 11416	Central Hutt
735	2590780	PT LOT 1 & LOT 2 DP 11416	Central Hutt
736	2590790	PT LOT 1 & LOT 2 DP 11416	Central Hutt
737	2590800	PT LOT 1 & LOT 2 DP 11416	Central Hutt
738	2590810	PT LOT 1 & LOT 2 DP 11416	Central Hutt
739	2590820	PT LOT 1 & LOT 2 DP 11416	Central Hutt
740	2590830	PT LOT 1 & LOT 2 DP 11416	Central Hutt
741	2590840	PT LOT 1 & LOT 2 DP 11416	Central Hutt
742	2590850	PT LOT 1 & LOT 2 DP 11416	Central Hutt
743	2590860	PT LOT 1 & LOT 2 DP 11416	Central Hutt
744	2590870	PT LOT 1 & LOT 2 DP 11416	Central Hutt
745	2592100	LOT 2 DP 20488	Northland/Wilton
746	2593850	LOT 2 DP 54643	Strathmore Hill
747	2593860	LOT 2 DP 54643	Strathmore Hill
748	2593870	LOT 2 DP 54643	Strathmore Hill
749	2593880	LOT 2 DP 54643	Strathmore Hill
750	2593890	LOT 1 DP 21380	Strathmore Hill
751	2593910	LOT 1 DP 87332	Strathmore Hill
752	2593920	LOT 2 DP 87332	Strathmore Hill
753	2593990	LOT 4 DP 26186	Strathmore Hill
754	2595530	LOT 1 DP 87582	Central Hutt
755	2595540	LOT 2 DP 87582	Central Hutt
756	2595550	LOT 3 DP 87582	Central Hutt
757	2595560	LOT 4 DP 87582	Central Hutt
758	2595570	LOT 5 DP 87582	Central Hutt
759	2595580	LOT 6 DP 87582	Central Hutt
760	2595590	LOT 7 DP 87582	Central Hutt
761	2596320	LOT 75 DP 15490	Strathmore Hill
762	2596360	LOT 3 DP 19387	Northland/Wilton
763	2597410	LOT 2 DP 51218	Strathmore Hill
764	2597840	LOT 64 DP 15490	Strathmore Hill
765	2597860	LOT 66 DP 15490	Strathmore Hill
766	2599190	LOT 1 DP 89524	Ngaio/Khandallah
767	2599200	LOT 2 DP 89524	Ngaio/Khandallah
768	2599210	LOT 3 DP 89524	Ngaio/Khandallah
769	2599220	LOT 4 DP 89524	Ngaio/Khandallah
770	2599230	LOT 3 DP 90557	Ngaio/Khandallah
771	2599240	LOT 2 DP 90557	Ngaio/Khandallah
772	2599250	LOT 1 DP 90557	Ngaio/Khandallah
773	2599280	LOT 2 DP 20613	Northland/Wilton
774	2600340	LOT 21 DP 18596	Strathmore Hill
775	2600380	LOT 25 DP 18596	Strathmore Hill
776	2602080	LOT 4 DP 20818	Strathmore Hill
777	2602090	LOT 1 DP 15402	Northland/Wilton
778	2602100	LOT 1 DP 15402	Northland/Wilton
779	2602240	LOT 2 DP 89711	Northland/Wilton
780	2602250	LOT 1 DP 89711	Northland/Wilton
781	2610870	LOT 1 DP 55442	Strathmore Hill
782	2610890	LOT 2 DP 85077	Strathmore Hill
783	2610900	LOT 1 DP 85077	Strathmore Hill
784	2610970	LOT 24 DP 16890	Strathmore Hill
785	2610980	LOT 13 DP 17237	Strathmore Hill
786	2613820	LOT 29 DP 18596	Strathmore Hill

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Appendix L

#	Ref	Legal Description	Locality
787	2613840	LOT 1 DP 85214	Strathmore Hill
788	2613850	LOT 2 DP 85214	Strathmore Hill
789	2616560	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
790	2616570	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
791	2616580	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
792	2616590	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
793	2616600	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
794	2616610	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
795	2616620	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
796	2616630	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
797	2616640	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
798	2616650	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
799	2616660	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
800	2616670	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
801	2616680	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
802	2616690	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
803	2616700	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
804	2616710	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
805	2616720	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
806	2616730	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
807	2616740	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
808	2616750	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
809	2616760	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
810	2616770	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
811	2616780	LOT 4 DP 70414 & LOT 18 DP 18394	Petone
812	2619340	FL 2 DP 56503 LOT 6 DP 18596	Strathmore Hill
813	2619460	FL 2 DP 55268 LOT 16 DP 18596	Strathmore Hill
814	2620620	LOTS 1 & 3 DP 44652	Petone
815	2620630	LOTS 1 & 3 DP 44652	Petone
816	2620640	LOTS 1 & 3 DP 44652	Petone
817	2620650	LOTS 1 & 3 DP 44652	Petone
818	2620660	LOTS 1 & 3 DP 44652	Petone
819	2620670	LOTS 1 & 3 DP 44652	Petone
820	2620680	LOTS 1 & 3 DP 44652	Petone
821	2620690	LOTS 1 & 3 DP 44652	Petone
822	2620700	LOTS 1 & 3 DP 44652	Petone
823	2620710	LOTS 1 & 3 DP 44652	Petone
824	2620720	LOTS 1 & 3 DP 44652	Petone
825	2620730	LOTS 1 & 3 DP 44652	Petone
826	2620740	LOTS 1 & 3 DP 44652	Petone
827	2620750	LOTS 1 & 3 DP 44652	Petone
828	2620900	LOT 92 DP 18596	Strathmore Hill
829	2620920	LOT 2 DP 87402	Strathmore Hill
830	2620930	LOT 1 DP 87402	Strathmore Hill
831	2623190	LOT 119 DP 16505	Ngaio/Khandallah
832	2624450	PT LOT 50 DP 18596	Strathmore Hill
833	2624480	LOT 47 DP 18596	Strathmore Hill
834	2624530	LOT 43 DP 18596	Strathmore Hill
835	2624540	LOT 40 DP 18596	Strathmore Hill
836	2624550	LOT 39 DP 18596	Strathmore Hill
837	2624680	LOT 33 DP 18596	Strathmore Hill
838	2624690	LOT 34 DP 18596	Strathmore Hill
839	2628730	LOT 228 DP 15785	Central Hutt

#	Ref	Legal Description	Locality
840	2628790	LOT 227 DP 15785	Central Hutt
841	2628820	LOT 219 DP 15785	Central Hutt
842	2632820	LOT 1 DP 83195	Berhampore
843	2632830	LOT 1 DP 83195	Berhampore
844	2632840	LOT 1 DP 83195	Berhampore
845	2632850	LOT 1 DP 83195	Berhampore
846	2632860	LOT 1 DP 83195	Berhampore
847	2632870	LOT 1 DP 83195	Berhampore
848	2632880	LOT 1 DP 83195	Berhampore
849	2632890	LOT 1 DP 83195	Berhampore
850	2632900	LOT 1 DP 83195	Berhampore
851	2632910	LOT 1 DP 83195	Berhampore
852	2632920	LOT 1 DP 83195	Berhampore
853	2632930	LOT 1 DP 83195	Berhampore
854	2632940	LOT 1 DP 83195	Berhampore
855	2632950	LOT 1 DP 83195	Berhampore
856	2632960	LOT 1 DP 83195	Berhampore
857	2632970	LOT 1 DP 83195	Berhampore
858	2632980	LOT 1 DP 83195	Berhampore
859	2632990	LOT 1 DP 83195	Berhampore
860	2633000	LOT 1 DP 83195	Berhampore
861	2633010	LOT 1 DP 83195	Berhampore
862	2633020	LOT 1 DP 83195	Berhampore
863	2633030	LOT 1 DP 83195	Berhampore
864	2637310	LOT 1 DP 84688	Petone
865	2637320	LOT 1 DP 84688	Petone
866	2637330	LOT 1 DP 84688	Petone
867	2637340	LOT 1 DP 84688	Petone
868	2637350	LOT 1 DP 84688	Petone
869	2637360	LOT 1 DP 84688	Petone
870	2637370	LOT 1 DP 84688	Petone
871	2637380	LOT 1 DP 84688	Petone
872	2637390	LOT 1 DP 84688	Petone
873	2637400	LOT 1 DP 84688	Petone
874	2637410	LOT 1 DP 84688	Petone
875	2637420	LOT 1 DP 84688	Petone
876	2637430	LOT 1 DP 84688	Petone
877	2637440	LOT 1 DP 84688	Petone
878	2637450	LOT 1 DP 84688	Petone
879	2637460	LOT 1 DP 84688	Petone
880	2637470	LOT 2 DP 84688	Petone
881	2637480	LOT 2 DP 84688	Petone
882	2637490	LOT 2 DP 84688	Petone
883	2637500	LOT 2 DP 84688	Petone
884	2637510	LOT 2 DP 84688	Petone
885	2637520	LOT 2 DP 84688	Petone
886	2637530	LOT 2 DP 84688	Petone
887	2637540	LOT 2 DP 84688	Petone
888	2637550	LOT 2 DP 84688	Petone
889	2637560	LOT 2 DP 84688	Petone
890	2637570	LOT 2 DP 84688	Petone
891	2637580	LOT 2 DP 84688	Petone
892	2637590	LOT 2 DP 84688	Petone

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Appendix L

#	Ref	Legal Description	Locality
893	2637600	LOT 2 DP 84688	Petone
894	2637610	LOT 2 DP 84688	Petone
895	2637620	LOT 2 DP 84688	Petone
896	2637630	LOT 3 DP 84688	Petone
897	2637640	LOT 3 DP 84688	Petone
898	2637650	LOT 3 DP 84688	Petone
899	2643300	LOT 2 DP 83012	Northland/Wilton
900	2643310	LOT 4 DP 83012	Northland/Wilton
901	2643320	LOT 3 DP 83012	Northland/Wilton
902	2643340	LOT 2 DP 26409	Northland/Wilton
903	2645900	LOT 50 DP 15344	Central Hutt
904	2645950	LOT 68 DP 15344	Central Hutt
905	2646000	LOT 1 DP 84551	Central Hutt
906	2646370	LOT 151 DP 15344	Central Hutt
907	2646400	LOT 162 DP 15345	Central Hutt
908	2646410	LOT 163 DP 15345	CHL
909	2646440	FL 2 DP 55723 LOT 165 DP 15345	Central Hutt
910	2646450	LOT 166 DP 15345	Central Hutt
911	2646550	LOT 179 DP 15345	Central Hutt
912	2646600	LOT 184 DP 15345	Central Hutt
913	2646650	LOT 189 DP 15345	Central Hutt
914	2646660	LOT 190 DP 15345	Central Hutt
915	2646940	LOT 2 DP 22684	Central Hutt
916	2648330	LOT 14 DP 15344	Central Hutt
917	2648380	LOT 18 DP 15344	Central Hutt
918	2652920	LOT 1 DP 85198	Central Hutt
919	2652930	LOT 2 DP 85198	Central Hutt
920	2652970	LOT 139 DP 15344	Central Hutt
921	2653020	LOT 159 DP 15345	Central Hutt
922	2655430	LOT 4 DP 83833	Central Hutt
923	2655550	FL 2 DP 55000 LOT 126 DP 15344	Central Hutt
924	2655560	FL 1 DP 55000 LOT 126 DP 15344	Central Hutt
925	2655600	LOT 4 DP 84787	Central Hutt
926	2655640	LOT 134 DP 15344	Central Hutt
927	2655680	LOT 144 DP 15344	Central Hutt
928	2655690	LOT 145 DP 15344	Central Hutt
929	2659770	LOTS 1 & 3 DP 44652	Petone
930	2659780	LOTS 1 & 3 DP 44652	Petone
931	2659790	LOTS 1 & 3 DP 44652	Petone
932	2659800	LOTS 1 & 3 DP 44652	Petone
933	2659810	LOTS 1 & 3 DP 44652	Petone
934	2659820	LOTS 1 & 3 DP 44652	Petone
935	2677420	LOT 76 DP 15344	Central Hutt
936	2694730	LOT 2 DP 340047	Mount Cook
937	2694740	LOT 2 DP 340047	Mount Cook
938	2694750	LOT 2 DP 340047	Mount Cook
939	2694760	LOT 2 DP 340047	Mount Cook
940	2694770	LOT 2 DP 340047	Mount Cook
941	2694780	LOT 2 DP 340047	Mount Cook
942	2694790	LOT 2 DP 340047	Mount Cook
943	2694800	LOT 2 DP 340047	Mount Cook
944	2694810	LOT 2 DP 340047	Mount Cook
945	2694820	LOT 2 DP 340047	Mount Cook

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Appendix L

#	Ref	Legal Description	Locality
946	2694830	LOT 2 DP 340047	Mount Cook
947	2694840	LOT 2 DP 340047	Mount Cook
948	2694850	LOT 2 DP 340047	Mount Cook
949	2694860	LOT 2 DP 340047	Mount Cook
950	2694870	LOT 2 DP 340047	Mount Cook
951	2694880	LOT 2 DP 340047	Mount Cook
952	2694890	LOT 2 DP 340047	Mount Cook
953	2694900	LOT 2 DP 340047	Mount Cook
954	2694910	LOT 2 DP 340047	Mount Cook
955	2694920	LOT 2 DP 340047	Mount Cook
956	2694930	LOT 2 DP 340047	Mount Cook
957	2694940	LOT 2 DP 340047	Mount Cook
958	2694950	LOT 2 DP 340047	Mount Cook
959	2694960	LOT 2 DP 340047	Mount Cook
960	2694970	LOT 2 DP 340047	Mount Cook
961	2694980	LOT 2 DP 340047	Mount Cook
962	2694990	LOT 2 DP 340047	Mount Cook
963	2695000	LOT 2 DP 340047	Mount Cook
964	2695010	LOT 2 DP 340047	Mount Cook
965	2695020	LOT 2 DP 340047	Mount Cook
966	2695030	LOT 2 DP 340047	Mount Cook
967	2695040	LOT 2 DP 340047	Mount Cook
968	2695050	LOT 2 DP 340047	Mount Cook
969	2695060	LOT 2 DP 340047	Mount Cook
970	2695070	LOT 2 DP 340047	Mount Cook
971	2695080	LOT 2 DP 340047	Mount Cook
972	2695090	LOT 2 DP 340047	Mount Cook
973	2695100	LOT 2 DP 340047	Mount Cook
974	2695110	LOT 2 DP 340047	Mount Cook
975	2695120	LOT 2 DP 340047	Mount Cook
976	2695130	LOT 2 DP 340047	Mount Cook
977	2695140	LOT 2 DP 340047	Mount Cook
978	2695150	LOT 2 DP 340047	Mount Cook
979	2695160	LOT 2 DP 340047	Mount Cook
980	2695170	LOT 2 DP 340047	Mount Cook
981	2695180	LOT 2 DP 340047	Mount Cook
982	2695190	LOT 2 DP 340047	Mount Cook
983	2695200	LOT 2 DP 340047	Mount Cook
984	2695210	LOT 2 DP 340047	Mount Cook
985	2695220	LOT 2 DP 340047	Mount Cook
986	2695230	LOT 2 DP 340047	Mount Cook
987	2695240	LOT 2 DP 340047	Mount Cook
988	2695250	LOT 2 DP 340047	Mount Cook
989	2695260	LOT 2 DP 340047	Mount Cook
990	2705000	LOT 20 DP 18848	Wainuiomata
991	2705010	LOT 21 DP 18848	Wainuiomata
992	2705050	LOT 25 DP 18848	Wainuiomata
993	2705570	PT LOT 1 DP 23961	Island Bay
994	2710010	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
995	2710020	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
996	2710030	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
997	2710040	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
998	2710050	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie

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#	Ref	Legal Description	Locality
999	2710060	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1000	2710070	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1001	2710080	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1002	2710090	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1003	2710100	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1004	2710110	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1005	2710120	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1006	2710130	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1007	2710140	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1008	2710150	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1009	2710160	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1010	2710170	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1011	2710180	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1012	2710190	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1013	2710200	PT LOTS 8-13 DP 2158 & PT SEC 5 & PT REC	Kilbirnie
1014	2713830	LOT 2 DP 363050	Central
1015	2713840	LOT 2 DP 363050	Central
1016	2713850	LOT 2 DP 363050	Central
1017	2713860	LOT 2 DP 363050	Central
1018	2713870	LOT 2 DP 363050	Central
1019	2713880	LOT 2 DP 363050	Central
1020	2713890	LOT 2 DP 363050	Central
1021	2713900	LOT 2 DP 363050	Central
1022	2713910	LOT 2 DP 363050	Central
1023	2713920	LOT 2 DP 363050	Central
1024	2713930	LOT 2 DP 363050	Central
1025	2713940	LOT 2 DP 363050	Central
1026	2713950	LOT 2 DP 363050	Central
1027	2713960	LOT 2 DP 363050	Central
1028	2713970	LOT 2 DP 363050	Central
1029	2713980	LOT 2 DP 363050	Central
1030	2713990	LOT 2 DP 363050	Central
1031	2714000	LOT 1 DP 363050	Central
1032	2714010	LOT 1 DP 363050	Central
1033	2714020	LOT 1 DP 363050	Central
1034	2714030	LOT 1 DP 363050	Central
1035	2714040	LOT 1 DP 363050	Central
1036	2714050	LOT 1 DP 363050	Central
1037	2714060	LOT 1 DP 363050	Central
1038	2714070	LOT 1 DP 363050	Central
1039	2714080	LOT 1 DP 363050	Central
1040	2714090	LOT 1 DP 363050	Central
1041	2714100	LOT 1 DP 363050	Central
1042	2714110	LOT 1 DP 363050	Central
1043	2714120	LOT 1 DP 363050	Central
1044	2714130	LOT 1 DP 363050	Central
1045	2714140	LOT 1 DP 363050	Central
1046	2714150	LOT 1 DP 363050	Central
1047	2714160	LOT 1 DP 363050	Central
1048	2714170	LOT 1 DP 363050	Central
1049	2714180	LOT 1 DP 363050	Central
1050	2714190	LOT 1 DP 363050	Central
1051	2714200	LOT 1 DP 363050	Central

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Appendix L

#	Ref	Legal Description	Locality
1052	2714210	LOT 1 DP 363050	Central
1053	2714220	LOT 1 DP 363050	Central
1054	2714230	LOT 1 DP 363050	Central
1055	2714240	LOT 1 DP 363050	Central
1056	2714250	LOT 1 DP 363050	Central
1057	2714260	LOT 1 DP 363050	Central
1058	2714270	LOT 1 DP 363050	Central
1059	2714280	LOT 1 DP 363050	Central
1060	2714290	LOT 1 DP 363050	Central
1061	2714300	LOT 1 DP 363050	Central
1062	2714310	LOT 1 DP 363050	Central
1063	2714320	LOT 1 DP 363050	Central
1064	2714330	LOT 1 DP 363050	Central
1065	2714340	LOT 1 DP 363050	Central
1066	2714350	LOT 1 DP 363050	Central
1067	2714360	LOT 1 DP 363050	Central
1068	2714370	LOT 1 DP 363050	Central
1069	2714380	LOT 1 DP 363050	Central
1070	2714390	LOT 1 DP 363050	Central
1071	2714400	LOT 1 DP 363050	Central
1072	2714410	LOT 1 DP 363050	Central
1073	2714420	LOT 1 DP 363050	Central
1074	2714430	LOT 1 DP 363050	Central
1075	2714440	LOT 1 DP 363050	Central
1076	2714450	LOT 1 DP 363050	Central
1077	2714460	LOT 1 DP 363050	Central
1078	2714470	LOT 1 DP 363050	Central
1079	2714480	LOT 1 DP 363050	Central
1080	2714490	LOT 1 DP 363050	Central
1081	2714500	LOT 1 DP 363050	Central
1082	2714510	LOT 1 DP 363050	Central
1083	2714520	LOT 1 DP 363050	Central
1084	2714530	LOT 1 DP 363050	Central
1085	2714540	LOT 1 DP 363050	Central
1086	2714550	LOT 1 DP 363050	Central
1087	2714560	LOT 1 DP 363050	Central
1088	2714570	LOT 1 DP 363050	Central
1089	2714580	LOT 1 DP 363050	Central
1090	2714590	LOT 1 DP 363050	Central
1091	2714600	LOT 1 DP 363050	Central
1092	2714610	LOT 1 DP 363050	Central
1093	2714620	LOT 1 DP 363050	Central
1094	2714630	LOT 1 DP 363050	Central
1095	2714640	LOT 1 DP 363050	Central
1096	2714650	LOT 1 DP 363050	Central
1097	2714660	LOT 1 DP 363050	Central
1098	2714670	LOT 1 DP 363050	Central
1099	2714680	LOT 1 DP 363050	Central
1100	2714690	LOT 1 DP 363050	Central
1101	2714700	LOT 1 DP 363050	Central
1102	2714710	LOT 1 DP 363050	Central
1103	2714720	LOT 1 DP 363050	Central
1104	2714730	LOT 1 DP 363050	Central

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#	Ref	Legal Description	Locality
1105	2714740	LOT 1 DP 363050	Central
1106	2714750	LOT 1 DP 363050	Central
1107	2714760	LOT 1 DP 363050	Central
1108	2714770	LOT 1 DP 363050	Central
1109	2714780	LOT 1 DP 363050	Central
1110	2714790	LOT 1 DP 363050	Central
1111	2714800	LOT 1 DP 363050	Central
1112	2714810	LOT 1 DP 363050	Central
1113	2714820	LOT 1 DP 363050	Central
1114	2714830	LOT 1 DP 363050	Central
1115	2714840	LOT 1 DP 363050	Central
1116	2714850	LOT 1 DP 363050	Central
1117	2714860	LOT 1 DP 363050	Central
1118	2714870	LOT 2 DP 363050	Central
1119	2717230	UNIT 1 DP 89250 LOT 1 DP 83748	Miramar/Maupuia
1120	2717240	UNIT 2 DP 89250 LOT 1 DP 83748	Miramar/Maupuia
1121	2717250	UNIT 3 DP 89250 LOT 1 DP 83748	Miramar/Maupuia
1122	2717260	UNIT 4 DP 89250 LOT 1 DP 83748	Miramar/Maupuia
1123	2718540	LOT 2 DP 26596	Strathmore Hill
1124	2725950	LOT 40 DP 22265	Strathmore Hill
1125	2725960	LOT 40 DP 22265	Strathmore Hill
1126	2725970	LOT 41 DP 22265	Strathmore Hill
1127	2725980	LOT 41 DP 22265	Strathmore Hill
1128	2725990	LOT 2 DP 25926	Strathmore Hill
1129	2726010	LOT 2 DP 53844	Strathmore Hill
1130	2726030	LOT 2 DP 86497	Strathmore Hill
1131	2726040	LOT 1 DP 86497	Strathmore Hill
1132	2726050	LOT 2 DP 54375	Strathmore Hill
1133	2726080	LOT 1 DP 28511	Strathmore Hill
1134	2726090	LOT 4 DP 30168	Strathmore Hill
1135	2726100	LOT 4 DP 30168	Strathmore Hill
1136	2726110	LOT 1 DP 30168	Strathmore Hill
1137	2726130	LOT 3 DP 85800	Strathmore Hill
1138	2726140	LOT 3 DP 85800	Strathmore Hill
1139	2726150	LOT 3 DP 85800	Strathmore Hill
1140	2726160	LOT 3 DP 85800	Strathmore Hill
1141	2726170	LOT 2 DP 85800	Strathmore Hill
1142	2726180	LOT 2 DP 85800	Strathmore Hill
1143	2726190	LOT 2 DP 85800	Strathmore Hill
1144	2726200	LOT 2 DP 85800	Strathmore Hill
1145	2726210	LOT 1 DP 85800	Strathmore Hill
1146	2726220	LOT 1 DP 85800	Strathmore Hill
1147	2726230	LOT 1 DP 85800	Strathmore Hill
1148	2726240	LOT 1 DP 85800	Strathmore Hill
1149	2726260	LOT 22 DP 22265	Strathmore Hill
1150	2726270	LOT 22 DP 22265	Strathmore Hill
1151	2726290	LOT 5 DP 85800	Strathmore Hill
1152	2726300	LOT 5 DP 85800	Strathmore Hill
1153	2726310	LOT 5 DP 85800	Strathmore Hill
1154	2726320	LOT 4 DP 85800	Strathmore Hill
1155	2726330	LOT 4 DP 85800	Strathmore Hill
1156	2726340	LOT 4 DP 85800	Strathmore Hill
1157	2726350	LOT 4 DP 85800	Strathmore Hill

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#	Ref	Legal Description	Locality
1158	2726360	LOT 2 DP 26280	Strathmore Hill
1159	2726390	LOT 1 DP 56700	Strathmore Hill
1160	2726420	LOT 2 DP 57350	Strathmore Hill
1161	2726440	LOT 1 DP 23570	Strathmore Hill
1162	2726460	LOT 14 DP 22265	Strathmore Hill
1163	2726470	LOT 14 DP 22265	Strathmore Hill
1164	2726490	LOT 2 DP 56358	Strathmore Hill
1165	2726500	LOT 16 DP 22265	Strathmore Hill
1166	2726510	LOT 16 DP 22265	Strathmore Hill
1167	2726520	LOT 8 DP 22265	Strathmore Hill
1168	2726530	LOT 8 DP 22265	Strathmore Hill
1169	2726540	LOT 8 DP 22265	Strathmore Hill
1170	2726550	LOT 8 DP 22265	Strathmore Hill
1171	2726560	LOT 9 DP 22265	Strathmore Hill
1172	2726570	LOT 9 DP 22265	Strathmore Hill
1173	2726580	LOT 10 DP 22265	Strathmore Hill
1174	2726590	LOT 10 DP 22265	Strathmore Hill
1175	2726610	LOT 1 DP 55219	Strathmore Hill
1176	2726620	LOT 5 DP 22265	Strathmore Hill
1177	2726630	LOT 5 DP 22265	Strathmore Hill
1178	2726640	LOT 5 DP 22265	Strathmore Hill
1179	2726650	LOT 5 DP 22265	Strathmore Hill
1180	2726660	LOT 6 DP 22265	Strathmore Hill
1181	2726670	LOT 6 DP 22265	Strathmore Hill
1182	2726680	LOT 6 DP 22265	Strathmore Hill
1183	2726690	LOT 6 DP 22265	Strathmore Hill
1184	2726700	PT LOT 7 DP 22265	Strathmore Hill
1185	2726710	PT LOT 7 DP 22265	Strathmore Hill
1186	2726720	PT LOT 7 DP 22265	Strathmore Hill
1187	2728200	LOT 12 DP 23091	Strathmore Hill
1188	2728210	LOT 12 DP 23091	Strathmore Hill
1189	2728220	LOT 52 DP 23091	Strathmore Hill
1190	2728230	LOT 52 DP 23091	Strathmore Hill
1191	2728240	LOT 1 DP 87105	Strathmore Hill
1192	2728250	LOT 2 DP 87105	Strathmore Hill
1193	2728300	PT LOT 3 DP 23091	Strathmore Hill
1194	2728310	PT LOT 3 DP 23091	Strathmore Hill
1195	2728320	LOT 6 DP 27905	Strathmore Hill
1196	2728380	LOT 2 DP 26354	Strathmore Hill
1197	2728390	LOT 17 DP 22863	Strathmore Hill
1198	2728400	LOT 17 DP 22863	Strathmore Hill
1199	2728410	LOT 1 DP 57886	Strathmore Hill
1200	2728420	LOT 2 DP 57886	Strathmore Hill
1201	2728430	LOT 3 DP 30168	Strathmore Hill
1202	2728440	LOT 3 DP 30168	Strathmore Hill
1203	2728450	LOT 2 DP 22863	Strathmore Hill
1204	2728460	LOT 2 DP 22863	Strathmore Hill
1205	2728470	FL 1 DP 57460 LOT 3 DP 22863	Strathmore Hill
1206	2728480	FL 2 DP 57460 LOT 3 DP 22863	Strathmore Hill
1207	2728490	LOT 6 DP 22373	Strathmore Hill
1208	2728500	LOT 6 DP 22373	Strathmore Hill
1209	2728510	LOT 5 DP 22373	Strathmore Hill
1210	2728520	LOT 5 DP 22373	Strathmore Hill

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#	Ref	Legal Description	Locality
1211	2728530	LOT 4 DP 22373	Strathmore Hill
1212	2728540	LOT 4 DP 22373	Strathmore Hill
1213	2728550	LOT 3 DP 22373	Strathmore Hill
1214	2728560	LOT 3 DP 22373	Strathmore Hill
1215	2728570	LOT 2 DP 22373	Strathmore Hill
1216	2728580	LOT 2 DP 22373	Strathmore Hill
1217	2728590	LOT 1 DP 87648	Strathmore Hill
1218	2728600	LOT 2 DP 87648	Strathmore Hill
1219	2730150	LOT 1 DP 83112	Strathmore Hill
1220	2730160	LOT 2 DP 83112	Strathmore Hill
1221	2730170	LOT 2 DP 23101	Strathmore Hill
1222	2730180	LOT 2 DP 23101	Strathmore Hill
1223	2731050	LOT 2 DP 84260	Petone
1224	2731060	LOT 3 DP 84260	Petone
1225	2731070	LOT 4 DP 84260	Petone
1226	2731080	LOT 5 DP 84260	Petone
1227	2732630	PT LOT 2 DP 23719	Central Hutt
1228	2732640	PT LOT 2 DP 23719	Central Hutt
1229	2732650	PT LOT 2 DP 23719	Central Hutt
1230	2732660	PT LOT 2 DP 23719	Central Hutt
1231	2732670	PT LOT 2 DP 23719	Central Hutt
1232	2732680	PT LOT 2 DP 23719	Central Hutt
1233	2732690	PT LOT 2 DP 23719	Central Hutt
1234	2732700	PT LOT 2 DP 23719	Central Hutt
1235	2732710	PT LOT 2 DP 23719	Central Hutt
1236	2732720	PT LOT 2 DP 23719	Central Hutt
1237	2732730	PT LOT 2 DP 23719	Central Hutt
1238	2732740	PT LOT 2 DP 23719	Central Hutt
1239	2732750	PT LOT 2 DP 23719	Central Hutt
1240	2732760	PT LOT 2 DP 23719	Central Hutt
1241	2732770	PT LOT 2 DP 23719	Central Hutt
1242	2732780	PT LOT 2 DP 23719	Central Hutt
1243	2732790	PT LOT 2 DP 23719	Central Hutt
1244	2732800	PT LOT 2 DP 23719	Central Hutt
1245	2732810	PT LOT 2 DP 23719	Central Hutt
1246	2732820	PT LOT 2 DP 23719	Central Hutt
1247	2732830	PT LOT 2 DP 23719	Central Hutt
1248	2732840	PT LOT 2 DP 23719	Central Hutt
1249	2732850	PT LOT 2 DP 23719	Central Hutt
1250	2732860	PT LOT 2 DP 23719	Central Hutt
1251	2732870	PT LOT 2 DP 23719	Central Hutt
1252	2732880	PT LOT 2 DP 23719	Central Hutt
1253	2732890	PT LOT 2 DP 23719	Central Hutt
1254	2732900	PT LOT 2 DP 23719	Central Hutt
1255	2732910	PT LOT 2 DP 23719	Central Hutt
1256	2732920	PT LOT 2 DP 23719	Central Hutt
1257	2732930	PT LOT 2 DP 23719	Central Hutt
1258	2732940	PT LOT 2 DP 23719	Central Hutt
1259	2732950	PT LOT 2 DP 23719	Central Hutt
1260	2732960	PT LOT 2 DP 23719	Central Hutt
1261	2732970	PT LOT 2 DP 23719	Central Hutt
1262	2732980	PT LOT 2 DP 23719	Central Hutt
1263	2733280	LOT 3 DP 22631	Strathmore Hill

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#	Ref	Legal Description	Locality
1264	2733310	LOT 6 DP 22631	Strathmore Hill
1265	2733490	LOT 21 DP 22863	Strathmore Hill
1266	2733510	LOT 1 DP 23856	Kilbirnie
1267	2733520	LOT 1 DP 23856	Kilbirnie
1268	2733530	LOT 1 DP 23856	Kilbirnie
1269	2733540	LOT 1 DP 23856	Kilbirnie
1270	2733550	LOT 1 DP 23856	Kilbirnie
1271	2733560	LOT 1 DP 23856	Kilbirnie
1272	2733570	LOT 1 DP 23856	Kilbirnie
1273	2733580	LOT 1 DP 23856	Kilbirnie
1274	2733590	LOT 1 DP 23856	Kilbirnie
1275	2733600	LOT 1 DP 23856	Kilbirnie
1276	2733610	LOT 2 DP 83100	Strathmore Hill
1277	2733630	LOT 24 DP 22863	Strathmore Hill
1278	2733640	LOT 24 DP 22863	Strathmore Hill
1279	2733680	LOT 57 DP 23808	Strathmore Hill
1280	2733690	LOT 57 DP 23808	Strathmore Hill
1281	2733700	LOT 52 DP 23808	Strathmore Hill
1282	2733710	LOT 52 DP 23808	Strathmore Hill
1283	2733750	LOT 1 DP 23568	Strathmore Hill
1284	2733780	LOT 2 DP 56930	Strathmore Hill
1285	2733790	LOT 1 DP 56930	Strathmore Hill
1286	2733800	LOT 2 DP 23569	Strathmore Hill
1287	2733830	LOT 3 DP 350242	Strathmore Hill
1288	2733840	LOT 2 DP 350242	Strathmore Hill
1289	2733850	LOT 1 DP 350242	Strathmore Hill
1290	2733870	LOT 1 DP 26828	Strathmore Hill
1291	2733880	LOT 46 DP 23091	Strathmore Hill
1292	2733950	LOT 43 DP 23091	Strathmore Hill
1293	2734800	LOT 1 DP 70414	Petone
1294	2734810	LOT 1 DP 70414	Petone
1295	2734820	LOT 1 DP 70414	Petone
1296	2734830	LOT 1 DP 70414	Petone
1297	2734840	LOT 1 DP 70414	Petone
1298	2734850	LOT 1 DP 70414	Petone
1299	2734860	LOT 1 DP 70414	Petone
1300	2734870	LOT 1 DP 70414	Petone
1301	2734880	LOT 1 DP 70414	Petone
1302	2734890	LOT 1 DP 70414	Petone
1303	2734900	LOT 1 DP 70414	Petone
1304	2734910	LOT 1 DP 70414	Petone
1305	2734920	LOT 1 DP 70414	Petone
1306	2734930	LOT 1 DP 70414	Petone
1307	2734940	LOT 1 DP 70414	Petone
1308	2734950	LOT 1 DP 70414	Petone
1309	2734960	LOT 1 DP 70414	Petone
1310	2734970	LOT 1 DP 70414	Petone
1311	2734980	LOT 1 DP 70414	Petone
1312	2734990	LOT 1 DP 70414	Petone
1313	2735000	LOT 1 DP 70414	Petone
1314	2735010	LOT 1 DP 70414	Petone
1315	2735020	LOT 1 DP 70414	Petone
1316	2735030	LOT 1 DP 70414	Petone

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#	Ref	Legal Description	Locality
1317	2736750	LOT 12 DP 23808	Strathmore Hill
1318	2736770	LOT 10 DP 23808	Strathmore Hill
1319	2737200	LOT 45 DP 23808	Strathmore Hill
1320	2737210	LOT 45 DP 23808	Strathmore Hill
1321	2737220	LOT 44 DP 23808	Strathmore Hill
1322	2737230	LOT 44 DP 23808	Strathmore Hill
1323	2737240	LOT 43 DP 23808	Strathmore Hill
1324	2737250	LOT 43 DP 23808	Strathmore Hill
1325	2737260	LOT 1 DP 55036	Strathmore Hill
1326	2737280	LOT 5 DP 23808	Strathmore Hill
1327	2737290	LOT 5 DP 23808	Strathmore Hill
1328	2737300	LOT 5 DP 23808	Strathmore Hill
1329	2737310	LOT 5 DP 23808	Strathmore Hill
1330	2737320	LOT 4 DP 23808	Strathmore Hill
1331	2737330	LOT 4 DP 23808	Strathmore Hill
1332	2737340	LOT 4 DP 23808	Strathmore Hill
1333	2737350	LOT 4 DP 23808	Strathmore Hill
1334	2737360	LOT 4 DP 86725	Strathmore Hill
1335	2737370	LOT 3 DP 86725	Strathmore Hill
1336	2737380	LOT 2 DP 86725	Strathmore Hill
1337	2737390	LOT 1 DP 86725	Strathmore Hill
1338	2737620	LOT 1 DP 24722	Strathmore Hill
1339	2737630	LOT 1 DP 24722	Strathmore Hill
1340	2737640	LOT 1 DP 24722	Strathmore Hill
1341	2737650	LOT 55 DP 23808	Strathmore Hill
1342	2737660	LOT 55 DP 23808	Strathmore Hill
1343	2737670	LOT 55 DP 23808	Strathmore Hill
1344	2737680	LOT 54 DP 23808	Strathmore Hill
1345	2737690	LOT 54 DP 23808	Strathmore Hill
1346	2737700	LOT 54 DP 23808	Strathmore Hill
1347	2737710	LOT 53 DP 23808	Strathmore Hill
1348	2737720	LOT 53 DP 23808	Strathmore Hill
1349	2737980	LOT 50 DP 23808	Strathmore Hill
1350	2737990	LOT 50 DP 23808	Strathmore Hill
1351	2738000	LOT 50 DP 23808	Strathmore Hill
1352	2738010	LOT 2 DP 31158	Strathmore Hill
1353	2738020	LOT 2 DP 31158	Strathmore Hill
1354	2738030	LOT 2 DP 31158	Strathmore Hill
1355	2738040	LOT 2 DP 31158	Strathmore Hill
1356	2738050	LOT 3 DP 24722	Strathmore Hill
1357	2738060	LOT 3 DP 24722	Strathmore Hill
1358	2738080	LOT 2 DP 89244	Strathmore Hill
1359	2738090	LOT 2 DP 30529	Strathmore Hill
1360	2738110	LOT 1 DP 55392	Strathmore Hill
1361	2738120	LOT 2 DP 55392	Strathmore Hill
1362	2738130	LOT 38 DP 23808	Strathmore Hill
1363	2738140	LOT 38 DP 23808	Strathmore Hill
1364	2738150	LOT 37 DP 23808	Strathmore Hill
1365	2738160	LOT 37 DP 23808	Strathmore Hill
1366	2738170	LOT 4 DP 88020	Strathmore Hill
1367	2738180	LOT 3 DP 88020	Strathmore Hill
1368	2738200	LOT 1 DP 88020	Strathmore Hill
1369	2738210	LOT 1 DP 86115	Strathmore Hill

#	Ref	Legal Description	Locality
1370	2738220	LOT 2 DP 86115	Strathmore Hill
1371	2738230	LOT 3 DP 86115	Strathmore Hill
1372	2738240	LOT 1 DP 82727	Strathmore Hill
1373	2738250	LOT 1 DP 82727	Strathmore Hill
1374	2738260	LOT 1 DP 82727	Strathmore Hill
1375	2738270	LOT 1 DP 82727	Strathmore Hill
1376	2739460	LOTS 1 & 2 DP 25392	Strathmore Hill
1377	2739470	LOTS 1 & 2 DP 25392	Strathmore Hill
1378	2739480	LOTS 1 & 2 DP 25392	Strathmore Hill
1379	2739490	LOTS 1 & 2 DP 25392	Strathmore Hill
1380	2739500	LOTS 1 & 2 DP 25392	Strathmore Hill
1381	2739510	LOTS 1 & 2 DP 25392	Strathmore Hill
1382	2739520	LOTS 1 & 2 DP 25392	Strathmore Hill
1383	2739530	LOTS 1 & 2 DP 25392	Strathmore Hill
1384	2739540	LOTS 1 & 2 DP 25392	Strathmore Hill
1385	2739550	LOTS 1 & 2 DP 25392	Strathmore Hill
1386	2739560	LOTS 1 & 2 DP 25392	Strathmore Hill
1387	2739570	LOTS 1 & 2 DP 25392	Strathmore Hill
1388	2739580	LOTS 1 & 2 DP 25392	Strathmore Hill
1389	2739590	LOTS 1 & 2 DP 25392	Strathmore Hill
1390	2739600	LOTS 1 & 2 DP 25392	Strathmore Hill
1391	2739610	LOTS 1 & 2 DP 25392	Strathmore Hill
1392	2739620	LOTS 1 & 2 DP 25392	Strathmore Hill
1393	2739630	LOTS 1 & 2 DP 25392	Strathmore Hill
1394	2739640	LOTS 1 & 2 DP 25392	Strathmore Hill
1395	2739650	LOTS 1 & 2 DP 25392	Strathmore Hill
1396	2739660	LOTS 1 & 2 DP 25392	Strathmore Hill
1397	2739670	LOTS 1 & 2 DP 25392	Strathmore Hill
1398	2739680	LOTS 1 & 2 DP 25392	Strathmore Hill
1399	2739690	LOTS 1 & 2 DP 25392	Strathmore Hill
1400	2739700	LOTS 1 & 2 DP 25392	Strathmore Hill
1401	2739710	LOTS 1 & 2 DP 25392	Strathmore Hill
1402	2739720	LOTS 1 & 2 DP 25392	Strathmore Hill
1403	2739730	LOTS 1 & 2 DP 25392	Strathmore Hill
1404	2739740	LOTS 1 & 2 DP 25392	Strathmore Hill
1405	2739750	LOTS 1 & 2 DP 25392	Strathmore Hill
1406	2739760	LOTS 1 & 2 DP 25392	Strathmore Hill
1407	2739770	LOTS 1 & 2 DP 25392	Strathmore Hill
1408	2739780	LOTS 1 & 2 DP 25392	Strathmore Hill
1409	2739790	LOTS 1 & 2 DP 25392	Strathmore Hill
1410	2739800	LOTS 1 & 2 DP 25392	Strathmore Hill
1411	2739810	LOTS 1 & 2 DP 25392	Strathmore Hill
1412	2739820	PT LOT 7 DP 23091	Strathmore Hill
1413	2739830	PT LOT 7 DP 23091	Strathmore Hill
1414	2739840	PT LOT 7 DP 23091	Strathmore Hill
1415	2739850	PT LOT 7 DP 23091	Strathmore Hill
1416	2739860	PT LOT 7 DP 23091	Strathmore Hill
1417	2739870	PT LOT 7 DP 23091	Strathmore Hill
1418	2739880	PT LOT 7 DP 23091	Strathmore Hill
1419	2739890	PT LOT 7 DP 23091	Strathmore Hill
1420	2739900	PT LOT 7 DP 23091	Strathmore Hill
1421	2739910	PT LOT 7 DP 23091	Strathmore Hill
1422	2739920	PT LOT 7 DP 23091	Strathmore Hill

#	Ref	Legal Description	Locality
1423	2739930	PT LOT 7 DP 23091	Strathmore Hill
1424	2739940	PT LOT 7 DP 23091	Strathmore Hill
1425	2739950	PT LOT 7 DP 23091	Strathmore Hill
1426	2739960	PT LOT 7 DP 23091	Strathmore Hill
1427	2739970	PT LOT 7 DP 23091	Strathmore Hill
1428	2739980	PT LOT 7 DP 23091	Strathmore Hill
1429	2739990	PT LOT 7 DP 23091	Strathmore Hill
1430	2740000	PT LOT 7 DP 23091	Strathmore Hill
1431	2740010	PT LOT 7 DP 23091	Strathmore Hill
1432	2740020	PT LOT 7 DP 23091	Strathmore Hill
1433	2740030	PT LOT 7 DP 23091	Strathmore Hill
1434	2740040	PT LOT 7 DP 23091	Strathmore Hill
1435	2740050	PT LOT 7 DP 23091	Strathmore Hill
1436	2740990	LOT 3 DP 23718	Strathmore Hill
1437	2741000	LOT 3 DP 23718	Strathmore Hill
1438	2741010	LOT 2 DP 57254	Strathmore Hill
1439	2743670	LOT 1 DP 24889	Strathmore Hill
1440	2743680	LOT 1 DP 24889	Strathmore Hill
1441	2745550	LOT 11 DP 20429	Wainuiomata
1442	2760180	LOT 34 DP 23808	Strathmore Hill
1443	2774360	LOT 133 DP 26454	Wainuiomata
1444	2774510	PT LOT 44 DP 28358	Wainuiomata
1445	2775570	LOT 10 & 11 DP 83864	Moera
1446	2775580	LOT 9 & 11 DP 83864	Moera
1447	2775590	LOT 8 & 11 DP 83864	Moera
1448	2775600	LOT 7 & 11 DP 83864	Moera
1449	2775610	LOT 6 & 11 DP 83864	Moera
1450	2775620	LOT 5 & 11 DP 83864	Moera
1451	2775630	LOT 4 & 11 DP 83864	Moera
1452	2775640	LOT 3 & 11 DP 83864	Moera
1453	2775650	LOT 2 & 11 DP 83864	Moera
1454	2775660	LOT 1 & 11 DP 83864	Moera
1455	2776860	LOT 1 DP 80630	Strathmore Hill
1456	2777770	LOT 2 DP 32746	Wainuiomata
1457	2777930	LOT 12 DP 32062	Wainuiomata
1458	2777960	LOT 9 DP 32746	Wainuiomata
1459	2777990	LOT 32 DP 32746	Wainuiomata
1460	2778340	LOT 32 DP 30183	Wainuiomata
1461	2778360	LOT 56 DP 30183	Wainuiomata
1462	2778370	LOT 71 DP 30183	Wainuiomata
1463	2778390	LOT 27 DP 31577	Wainuiomata
1464	2779430	LOT 28 DP 31577	Wainuiomata
1465	2779440	LOT 29 DP 31577	Wainuiomata
1466	2779460	LOT 31 DP 31577	Wainuiomata
1467	2779470	LOT 19 DP 31577	Wainuiomata
1468	2779480	LOT 20 DP 31577	Wainuiomata
1469	2779510	LOT 25 DP 31577	Wainuiomata
1470	2779520	LOT 12 DP 31577	Wainuiomata
1471	2779570	LOT 39 DP 31577	Wainuiomata
1472	2779720	LOT 10 DP 31577	Wainuiomata
1473	2779770	LOT 6 DP 32746	Wainuiomata
1474	2780230	LOT 3 DP 84435	Petone
1475	2780240	LOT 3 DP 84435	Petone

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Appendix L

#	Ref	Legal Description	Locality
1476	2780250	LOT 3 DP 84435	Petone
1477	2780260	LOT 3 DP 84435	Petone
1478	2780270	LOT 3 DP 84435	Petone
1479	2780280	LOT 3 DP 84435	Petone
1480	2780290	LOT 3 DP 84435	Petone
1481	2780300	LOT 3 DP 84435	Petone
1482	2780310	LOT 3 DP 84435	Petone
1483	2780320	LOT 3 DP 84435	Petone
1484	2780330	LOT 3 DP 84435	Petone
1485	2780340	LOT 3 DP 84435	Petone
1486	2780350	LOT 3 DP 84435	Petone
1487	2780360	LOT 3 DP 84435	Petone
1488	2780370	LOT 3 DP 84435	Petone
1489	2780380	LOT 3 DP 84435	Petone
1490	2780390	LOT 3 DP 84435	Petone
1491	2780400	LOT 3 DP 84435	Petone
1492	2780410	LOT 3 DP 84435	Petone
1493	2780420	LOT 3 DP 84435	Petone
1494	2780430	LOT 3 DP 84435	Petone
1495	2780440	LOT 3 DP 84435	Petone
1496	2780450	LOT 3 DP 84435	Petone
1497	2780460	LOT 3 DP 84435	Petone
1498	2780470	LOT 3 DP 84435	Petone
1499	2780480	LOT 3 DP 84435	Petone
1500	2780490	LOT 3 DP 84435	Petone
1501	2780500	LOT 3 DP 84435	Petone
1502	2780510	LOT 3 DP 84435	Petone
1503	2780520	LOT 3 DP 84435	Petone
1504	2780530	LOT 3 DP 84435	Petone
1505	2780540	LOT 3 DP 84435	Petone
1506	2780550	LOT 3 DP 84435	Petone
1507	2780560	LOT 3 DP 84435	Petone
1508	2780570	LOT 3 DP 84435	Petone
1509	2780580	LOT 3 DP 84435	Petone
1510	2780590	LOT 3 DP 84435	Petone
1511	2780600	LOT 3 DP 84435	Petone
1512	2780610	LOT 3 DP 84435	Petone
1513	2780620	LOT 3 DP 84435	Petone
1514	2780630	LOT 3 DP 84435	Petone
1515	2780640	LOT 3 DP 84435	Petone
1516	2780650	LOT 3 DP 84435	Petone
1517	2780660	LOT 3 DP 84435	Petone
1518	2780670	LOT 3 DP 84435	Petone
1519	2780680	LOT 3 DP 84435	Petone
1520	2780690	LOT 3 DP 84435	Petone
1521	2780700	LOT 3 DP 84435	Petone
1522	2780710	LOT 3 DP 84435	Petone
1523	2780720	LOT 3 DP 84435	Petone
1524	2780730	LOT 3 DP 84435	Petone
1525	2780740	LOT 3 DP 84435	Petone
1526	2780750	LOT 3 DP 84435	Petone
1527	2780760	LOT 3 DP 84435	Petone
1528	2780770	LOT 3 DP 84435	Petone

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#	Ref	Legal Description	Locality
1529	2780780	LOT 3 DP 84435	Petone
1530	2780790	LOT 3 DP 84435	Petone
1531	2780800	LOT 3 DP 84435	Petone
1532	2780810	LOT 3 DP 84435	Petone
1533	2780820	LOT 3 DP 84435	Petone
1534	2780830	LOT 3 DP 84435	Petone
1535	2780840	LOT 3 DP 84435	Petone
1536	2780850	LOT 3 DP 84435	Petone
1537	2780860	LOT 3 DP 84435	Petone
1538	2780870	LOT 3 DP 84435	Petone
1539	2780880	LOT 3 DP 84435	Petone
1540	2780890	LOT 3 DP 84435	Petone
1541	2780900	LOT 3 DP 84435	Petone
1542	2780910	LOT 3 DP 84435	Petone
1543	2780920	LOT 3 DP 84435	Petone
1544	2780930	LOT 3 DP 84435	Petone
1545	2780940	LOT 3 DP 84435	Petone
1546	2780950	LOT 3 DP 84435	Petone
1547	2780960	LOT 3 DP 84435	Petone
1548	2780970	LOT 3 DP 84435	Petone
1549	2780980	LOT 3 DP 84435	Petone
1550	2780990	LOT 3 DP 84435	Petone
1551	2781000	LOT 3 DP 84435	Petone
1552	2781010	LOT 3 DP 84435	Petone
1553	2781020	LOT 3 DP 84435	Petone
1554	2781030	LOT 3 DP 84435	Petone
1555	2781040	LOT 3 DP 84435	Petone
1556	2781050	LOT 3 DP 84435	Petone
1557	2781060	LOT 3 DP 84435	Petone
1558	2781070	LOT 3 DP 84435	Petone
1559	2781080	LOT 3 DP 84435	Petone
1560	2781090	LOT 3 DP 84435	Petone
1561	2781100	LOT 3 DP 84435	Petone
1562	2781110	LOT 3 DP 84435	Petone
1563	2781120	LOT 3 DP 84435	Petone
1564	2781130	LOT 3 DP 84435	Petone
1565	2781140	LOT 3 DP 84435	Petone
1566	2781150	LOT 3 DP 84435	Petone
1567	2781160	LOT 3 DP 84435	Petone
1568	2781170	LOT 3 DP 84435	Petone
1569	2781180	LOT 3 DP 84435	Petone
1570	2781190	LOT 3 DP 84435	Petone
1571	2781200	LOT 3 DP 84435	Petone
1572	2781210	LOT 3 DP 84435	Petone
1573	2781220	LOT 3 DP 84435	Petone
1574	2781230	LOT 3 DP 84435	Petone
1575	2781240	LOT 3 DP 84435	Petone
1576	2781250	LOT 3 DP 84435	Petone
1577	2781260	LOT 3 DP 84435	Petone
1578	2781270	LOT 3 DP 84435	Petone
1579	2781280	LOT 3 DP 84435	Petone
1580	2781290	LOT 3 DP 84435	Petone
1581	2781300	LOT 3 DP 84435	Petone

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#	Ref	Legal Description	Locality
1582	2781310	LOT 3 DP 84435	Petone
1583	2781320	LOT 3 DP 84435	Petone
1584	2781330	LOT 3 DP 84435	Petone
1585	2781340	LOT 3 DP 84435	Petone
1586	2781350	LOT 3 DP 84435	Petone
1587	2781360	LOT 3 DP 84435	Petone
1588	2781370	LOT 3 DP 84435	Petone
1589	2781380	LOT 3 DP 84435	Petone
1590	2781390	LOT 3 DP 84435	Petone
1591	2781400	LOT 3 DP 84435	Petone
1592	2781410	LOT 3 DP 84435	Petone
1593	2781420	LOT 3 DP 84435	CHL
1594	2781430	LOT 3 DP 84435	Petone
1595	2781440	LOT 3 DP 84435	Petone
1596	2781450	LOT 3 DP 84435	Petone
1597	2781460	LOT 3 DP 84435	Petone
1598	2781470	LOT 3 DP 84435	Petone
1599	2781480	LOT 3 DP 84435	Petone
1600	2781490	LOT 3 DP 84435	Petone
1601	2781500	LOT 3 DP 84435	Petone
1602	2781510	LOT 3 DP 84435	Petone
1603	2781520	LOT 3 DP 84435	Petone
1604	2781830	LOT 59 DP 30183	Wainuiomata
1605	2781840	LOT 60 DP 30183	Wainuiomata
1606	2781850	LOT 22 DP 33534	Wainuiomata
1607	2781860	LOT 23 DP 33534	Wainuiomata
1608	2782200	LOT 13 DP 34847	Wainuiomata
1609	2782220	LOT 87 DP 34847	Wainuiomata
1610	2782240	LOT 96 DP 34847	Wainuiomata
1611	2783030	LOT 24 DP 29859	Island Bay
1612	2783050	LOT 2 DP 85001	Brooklyn
1613	2783060	LOT 1 DP 85001	Brooklyn
1614	2783320	LOT 17 DP 33534	Wainuiomata
1615	2783330	LOT 18 DP 33534	Wainuiomata
1616	2783340	LOT 19 DP 33534	Wainuiomata
1617	2783360	LOT 21 DP 33534	Wainuiomata
1618	2784930	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1619	2784940	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1620	2784950	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1621	2784960	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1622	2784970	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1623	2784980	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1624	2784990	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1625	2785000	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1626	2785010	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1627	2785020	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1628	2785030	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1629	2785040	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1630	2785050	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1631	2785060	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1632	2785070	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1633	2785080	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1634	2785090	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera

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#	Ref	Legal Description	Locality
1635	2785100	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1636	2785110	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1637	2785120	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1638	2785130	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1639	2785140	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1640	2785150	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1641	2785160	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1642	2785170	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1643	2785180	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1644	2785190	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1645	2785200	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1646	2785210	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1647	2785220	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1648	2785230	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1649	2785240	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1650	2785250	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1651	2785260	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1652	2785270	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1653	2785280	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1654	2785290	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1655	2785300	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1656	2785310	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1657	2785320	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1658	2785330	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1659	2785340	PT SEC 788 & SEC 789 HUTT DISTRICT	Moera
1660	2785470	LOT 27 DP 33534	Wainuiomata
1661	2785480	LOT 28 DP 33534	Wainuiomata
1662	2785640	LOT 2 DP 81761	Brooklyn
1663	2785650	LOT 1 DP 81761	Brooklyn
1664	2785840	LOT 27 DP 41238	Wainuiomata
1665	2785850	LOT 28 DP 41238	Wainuiomata
1666	2785860	LOT 29 DP 41238	Wainuiomata
1667	2785870	LOT 30 DP 41238	Wainuiomata
1668	2785880	LOT 23 DP 43953	Wainuiomata
1669	2785890	LOT 24 DP 43953	Wainuiomata
1670	2785900	LOT 25 DP 41238	Wainuiomata
1671	2785910	LOT 26 DP 41238	Wainuiomata
1672	2785920	LOT 4 DP 41238	Wainuiomata
1673	2785930	LOT 5 DP 41238	Wainuiomata
1674	2785940	LOT 6 DP 41238	Wainuiomata
1675	2786120	LOT 5 DP 35221	Wainuiomata
1676	2786130	LOT 6 DP 35221	Wainuiomata
1677	2786140	LOT 7 DP 35221	Wainuiomata
1678	2786150	LOT 8 DP 35221	Wainuiomata
1679	2786160	LOT 9 DP 35221	Wainuiomata
1680	2786170	LOT 10 DP 35221	Wainuiomata
1681	2786190	LOT 1 DP 35221	Wainuiomata
1682	2786820	LOT 7 DP 13231	Central Hutt
1683	2786830	LOT 7 DP 13231	Central Hutt
1684	2786840	LOT 7 DP 13231	Central Hutt
1685	2786850	LOT 7 DP 13231	Central Hutt
1686	2786860	LOT 7 DP 13231	Central Hutt
1687	2786870	LOT 7 DP 13231	Central Hutt

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Appendix L

#	Ref	Legal Description	Locality
1688	2786880	LOT 7 DP 13231	Central Hutt
1689	2786890	LOT 7 DP 13231	Central Hutt
1690	2786900	LOT 7 DP 13231	Central Hutt
1691	2786910	LOT 7 DP 13231	Central Hutt
1692	2786920	LOT 7 DP 13231	Central Hutt
1693	2786940	LOT 34 DP 41238	Wainuiomata
1694	2786970	LOT 7 DP 41238	Wainuiomata
1695	2786980	LOT 8 DP 41238	Wainuiomata
1696	2787000	LOT 10 DP 41238	Wainuiomata
1697	2787010	LOT 11 DP 41238	Wainuiomata
1698	2787090	LOT 13 DP 41238	Wainuiomata
1699	2787100	LOT 14 DP 41238	Wainuiomata
1700	2787110	LOT 15 DP 41238	Wainuiomata
1701	2787280	SEC 52 BLK L HUTT VALLEY SETT	Moera
1702	2787530	LOT 19 DP 41739	Wainuiomata
1703	2787550	LOT 24 DP 41738	Wainuiomata
1704	2787660	LOT 35 DP 41238	Wainuiomata
1705	2787670	LOT 36 DP 41238	Wainuiomata
1706	2787680	LOT 37 DP 41238	Wainuiomata
1707	2787980	LOT 1 DP 302537	Central Hutt
1708	2787990	LOT 1 DP 302537	Central Hutt
1709	2788000	LOT 1 DP 302537	Central Hutt
1710	2788010	LOT 1 DP 302537	Central Hutt
1711	2788020	LOT 1 DP 302537	Central Hutt
1712	2788030	LOT 1 DP 302537	Central Hutt
1713	2788040	LOT 1 DP 302537	Central Hutt
1714	2788050	LOT 1 DP 302537	Central Hutt
1715	2788060	LOT 1 DP 302537	Central Hutt
1716	2788070	LOT 1 DP 302537	Central Hutt
1717	2788080	LOT 1 DP 302537	Central Hutt
1718	2788090	LOT 2 DP 302537	Central Hutt
1719	2788100	LOT 2 DP 302537	Central Hutt
1720	2788110	LOT 2 DP 302537	Central Hutt
1721	2788120	LOT 2 DP 302537	Central Hutt
1722	2788130	LOT 2 DP 302537	Central Hutt
1723	2788140	LOT 2 DP 302537	Central Hutt
1724	2788150	LOT 2 DP 302537	Central Hutt
1725	2788160	LOT 2 DP 302537	Central Hutt
1726	2788170	LOT 2 DP 302537	Central Hutt
1727	2788180	LOT 2 DP 302537	Central Hutt
1728	2790170	LOT 4 DP 35221	Wainuiomata
1729	2790360	LOT 2 DP 41667	Miramar/Maupuia
1730	2790370	LOT 2 DP 41667	Miramar/Maupuia
1731	2790380	LOT 2 DP 41667	Miramar/Maupuia
1732	2790390	LOT 2 DP 41667	Miramar/Maupuia
1733	2790400	UNIT 1 DP 88801 LOTS 18-19 DP 21983	Northland/Wilton
1734	2790410	UNIT 2 DP 88801 LOTS 18-19 DP 21983	Northland/Wilton
1735	2790430	UNIT 4 DP 88801 LOTS 18-19 DP 21983	Northland/Wilton
1736	2790440	UNIT 5 DP 88801 LOTS 18-19 DP 21983	Northland/Wilton
1737	2791510	LOT 1 DP 40559	Miramar/Maupuia
1738	2791520	LOT 1 DP 40559	Miramar/Maupuia
1739	2791530	LOT 1 DP 40559	Miramar/Maupuia
1740	2791540	LOT 1 DP 40559	Miramar/Maupuia

Housing New Zealand Corporation Property List

Appendix L

#	Ref	Legal Description	Locality
1741	2791550	LOT 1 DP 40559	Miramar/Maupuia
1742	2791560	LOT 1 DP 40559	Miramar/Maupuia
1743	2791570	LOT 1 DP 40559	Miramar/Maupuia
1744	2791580	LOT 1 DP 40559	Miramar/Maupuia
1745	2791590	LOT 1 DP 40559	Miramar/Maupuia
1746	2791600	LOT 1 DP 40559	Miramar/Maupuia
1747	2791610	LOT 1 DP 40559	Miramar/Maupuia
1748	2791620	LOT 1 DP 40559	Miramar/Maupuia
1749	2791630	LOT 1 DP 42824	Miramar/Maupuia
1750	2791640	LOT 1 DP 42824	Miramar/Maupuia
1751	2791650	LOT 1 DP 42824	Miramar/Maupuia
1752	2791660	LOT 1 DP 42824	Miramar/Maupuia
1753	2791670	LOT 1 DP 42824	Miramar/Maupuia
1754	2791680	LOT 1 DP 42824	Miramar/Maupuia
1755	2791690	LOT 1 DP 42824	Miramar/Maupuia
1756	2791700	LOT 1 DP 42824	Miramar/Maupuia
1757	2791710	LOT 1 DP 42824	Miramar/Maupuia
1758	2791720	LOT 1 DP 42824	Miramar/Maupuia
1759	2791730	LOT 1 DP 42824	Miramar/Maupuia
1760	2791740	LOT 1 DP 42824	Miramar/Maupuia
1761	2791750	LOT 1 DP 42824	Miramar/Maupuia
1762	2791760	LOT 1 DP 42824	Miramar/Maupuia
1763	2791770	LOT 1 DP 42824	Miramar/Maupuia
1764	2791780	LOT 1 DP 42824	Miramar/Maupuia
1765	2791790	LOT 1 DP 42824	Miramar/Maupuia
1766	2791800	LOT 1 DP 42824	Miramar/Maupuia
1767	2791810	LOT 1 DP 42824	Miramar/Maupuia
1768	2791820	LOT 1 DP 42824	Miramar/Maupuia
1769	2791830	LOT 1 DP 42824	Miramar/Maupuia
1770	2791840	LOT 1 DP 42824	Miramar/Maupuia
1771	2791850	LOT 5 DP 43974	Melrose/Lyall Bay
1772	2791860	LOT 5 DP 43974	Melrose/Lyall Bay
1773	2791870	LOT 6 DP 43974	Melrose/Lyall Bay
1774	2791900	LOT 2 DP 85913	Melrose/Lyall Bay
1775	2791910	LOT 1 DP 85913	Melrose/Lyall Bay
1776	2791920	LOT 3 DP 85913	Melrose/Lyall Bay
1777	2791930	LOT 4 DP 85913	Melrose/Lyall Bay
1778	2791940	LOT 5 DP 85913	Melrose/Lyall Bay
1779	2791950	LOT 6 DP 85913	Melrose/Lyall Bay
1780	2791960	LOT 7 DP 85913	Melrose/Lyall Bay
1781	2792690	LOT 52 DP 45266	Wainuiomata
1782	2792720	LOT 31 DP 44658	Wainuiomata
1783	2792740	LOT 33 DP 44658	Wainuiomata
1784	2792770	UNIT A DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1785	2792780	UNIT B DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1786	2792790	UNIT C DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1787	2792800	UNIT D DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1788	2792810	UNIT E DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1789	2792820	UNIT F DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1790	2792830	UNIT G DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1791	2792840	UNIT H DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1792	2792860	UNIT J DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1793	2792870	UNIT K DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay

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#	Ref	Legal Description	Locality
1794	2792880	UNIT L DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1795	2792890	UNIT M DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1796	2792900	UNIT N DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1797	2792910	UNIT O DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1798	2792920	UNIT P DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1799	2792930	UNIT Q DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1800	2792940	UNIT R DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1801	2792950	UNIT S DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1802	2792960	UNIT T DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1803	2792970	UNIT U DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1804	2792980	UNIT V DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1805	2792990	UNIT W DP 82564 LOT 1 DP 67827	Melrose/Lyall Bay
1806	2793830	LOT 58 DP 45264	Wainuiomata
1807	2793840	LOT 59 DP 45264	Wainuiomata
1808	2793850	LOT 1 DP 83418	Central Hutt
1809	2793860	LOT 1 DP 83418	Central Hutt
1810	2793870	LOT 1 DP 83418	Central Hutt
1811	2793880	LOT 1 DP 83418	Central Hutt
1812	2793890	LOT 2 DP 83418	Central Hutt
1813	2793900	LOT 2 DP 83418	Central Hutt
1814	2793910	LOT 2 DP 83418	Central Hutt
1815	2794230	LOT 33 DP 43648	Wainuiomata
1816	2794280	LOT 136 DP 40827	Miramar/Maupuia
1817	2794290	LOT 136 DP 40827	Miramar/Maupuia
1818	2794300	LOT 136 DP 40827	Miramar/Maupuia
1819	2794310	LOT 136 DP 40827	Miramar/Maupuia
1820	2794320	LOT 136 DP 40827	Miramar/Maupuia
1821	2794330	LOT 136 DP 40827	Miramar/Maupuia
1822	2794340	LOT 136 DP 40827	Miramar/Maupuia
1823	2794350	LOT 136 DP 40827	Miramar/Maupuia
1824	2794360	LOT 136 DP 40827	Miramar/Maupuia
1825	2794370	LOT 136 DP 40827	Miramar/Maupuia
1826	2794380	LOT 136 DP 40827	Miramar/Maupuia
1827	2794390	LOT 136 DP 40827	Miramar/Maupuia
1828	2794910	LOT 34 DP 44658	Wainuiomata
1829	2794920	LOT 35 DP 44658	Wainuiomata
1830	2795460	LOT 1 DP 50581	Newtown
1831	2795470	LOT 1 DP 50581	Newtown
1832	2795480	LOT 1 DP 50581	Newtown
1833	2795490	LOT 1 DP 50581	Newtown
1834	2795500	LOT 1 DP 50581	Newtown
1835	2795510	LOT 1 DP 50581	Newtown
1836	2795520	LOT 1 DP 50581	Newtown
1837	2795530	LOT 1 DP 50581	Newtown
1838	2795540	LOT 1 DP 50581	Newtown
1839	2795550	LOT 1 DP 50581	Newtown
1840	2795560	LOT 1 DP 50581	Newtown
1841	2795570	LOT 1 DP 50581	Newtown
1842	2795580	LOT 1 DP 50581	Newtown
1843	2795590	LOT 1 DP 50581	Newtown
1844	2795600	LOT 1 DP 50581	Newtown
1845	2795610	LOT 1 DP 50581	Newtown
1846	2795620	LOT 1 DP 50581	Newtown

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#	Ref	Legal Description	Locality
1847	2795630	LOT 1 DP 50581	Newtown
1848	2795640	LOT 1 DP 50581	Newtown
1849	2795650	LOT 1 DP 50581	Newtown
1850	2795660	LOT 1 DP 50581	Newtown
1851	2795670	LOT 1 DP 50581	Newtown
1852	2795680	LOT 1 DP 50581	Newtown
1853	2795690	LOT 1 DP 50581	Newtown
1854	2795700	LOT 1 DP 50581	Newtown
1855	2795710	LOT 1 DP 50581	Newtown
1856	2795720	LOT 1 DP 50581	Newtown
1857	2795730	LOT 1 DP 50581	Newtown
1858	2795740	LOT 1 DP 50581	Newtown
1859	2795750	LOT 1 DP 50581	Newtown
1860	2795760	LOT 1 DP 50581	Newtown
1861	2795770	LOT 1 DP 50581	Newtown
1862	2796000	LOT 1 DP 46732	Central Hutt
1863	2796010	LOT 1 DP 46732	Central Hutt
1864	2796020	LOT 1 DP 46732	Central Hutt
1865	2796030	LOT 1 DP 46732	Central Hutt
1866	2796040	LOT 1 DP 46732	Central Hutt
1867	2796050	LOT 1 DP 46732	Central Hutt
1868	2796060	LOT 1 DP 46732	Central Hutt
1869	2796070	LOT 1 DP 46732	Central Hutt
1870	2796120	LOT 72 DP 45264	Wainuiomata
1871	2796150	LOT 65 DP 45264	Wainuiomata
1872	2796160	LOT 66 DP 45264	Wainuiomata
1873	2796180	LOT 109 DP 45473	Wainuiomata
1874	2796190	LOT 110 DP 45473	Wainuiomata
1875	2796200	LOT 111 DP 45473	Wainuiomata
1876	2796210	LOT 100 DP 45473	Wainuiomata
1877	2796470	LOT 93 DP 45266	Wainuiomata
1878	2796480	LOT 50 DP 45266	Wainuiomata
1879	2796510	LOT 98 DP 45470	Wainuiomata
1880	2796600	LOT 19 DP 45472	Wainuiomata
1881	2796610	LOT 20 DP 45472	Wainuiomata
1882	2796740	LOT 21 DP 45472	Wainuiomata
1883	2796750	LOT 67 DP 45264	Wainuiomata
1884	2796920	LOT 3 DP 88350	Central Hutt
1885	2796930	LOT 4 DP 88350	Central Hutt
1886	2796940	LOT 5 DP 88350	Central Hutt
1887	2796950	LOT 6 DP 88350	Central Hutt
1888	2796960	LOT 7 DP 88350	Central Hutt
1889	2796970	LOT 1 DP 88350	Central Hutt
1890	2796980	LOT 1 DP 88350	Central Hutt
1891	2796990	LOT 1 DP 88350	Central Hutt
1892	2797000	LOT 1 DP 88350	Central Hutt
1893	2797010	LOT 1 DP 88350	Central Hutt
1894	2797020	LOT 1 DP 88350	Central Hutt
1895	2797030	LOT 2 DP 88350	Central Hutt
1896	2797040	LOT 1 DP 85910	Central Hutt
1897	2797050	LOT 2 DP 85910	Central Hutt
1898	2797060	LOT 2 DP 85910	Central Hutt
1899	2797070	LOT 2 DP 85910	Central Hutt

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Appendix L

#	Ref	Legal Description	Locality
1900	2797710	UNIT 2 DP 82181 LOT 3 DP 33100	Petone
1901	2797730	UNIT 4 DP 82181 LOT 3 DP 33100	Petone
1902	2797750	UNIT 6 DP 82181 LOT 3 DP 33100	Petone
1903	2797760	UNIT 7 DP 82181 LOT 3 DP 33100	Petone
1904	2800070	LOT 1 DP 87721	Central Hutt
1905	2800080	LOTS 2 & 12 DP 87721	Central Hutt
1906	2800090	LOT 3 DP 87721	Central Hutt
1907	2800100	LOTS 4 & 11 DP 87721	Central Hutt
1908	2800110	LOT 5 DP 87721	Central Hutt
1909	2800120	LOT 6 DP 87721	Central Hutt
1910	2800130	LOT 7 DP 87721	Central Hutt
1911	2800140	LOT 8 DP 87721	Central Hutt
1912	2800410	LOT 4 DP 337285	Moera
1913	2800420	LOT 3 DP 337285	Moera
1914	2800430	LOT 2 DP 337285	Moera
1915	2800440	LOT 1 DP 337285	Moera
1916	2800670	LOT 14 DP 31577	Wainuiomata
1917	2801000	LOT 10 DP 47700	Wainuiomata
1918	2801010	LOT 11 DP 47700	Wainuiomata
1919	2801140	LOT 1 DP 86933	Brooklyn
1920	2801260	FL 1 DP 81409 SEC 34 BLK XLIX HUTT VALLE	Moera
1921	2801270	FL 2 DP 81409 SEC 34 BLK XLIX HUTT VALLE	Moera
1922	2801410	LOT 1 DP 87283	Moera
1923	2801420	LOT 2 DP 87283	Moera
1924	2801430	LOT 3 DP 87283	Moera
1925	2801440	LOT 4 DP 87283	Moera
1926	2801540	LOT 9 DP 23718	Strathmore Hill
1927	2801550	LOT 10 DP 23718	Strathmore Hill
1928	2801610	LOT 1 DP 338103	Central Hutt
1929	2801620	LOT 2 DP 338103	Central Hutt
1930	2801630	LOT 3 DP 338103	Central Hutt
1931	2801640	LOT 4 DP 338103	Central Hutt
1932	2801650	LOT 5 DP 338103	Central Hutt
1933	2801660	LOT 6 DP 338103	Central Hutt
1934	2801670	LOT 7 DP 338103	Central Hutt
1935	2801680	LOT 8 DP 338103	Central Hutt
1936	2801760	LOT 1 DP 85871	Central Hutt
1937	2801770	LOT 2 DP 85871	Central Hutt
1938	2801800	LOT 15 DP 47701	Wainuiomata
1939	2801820	LOT 17 DP 47701	Wainuiomata
1940	2801840	LOT 24 DP 47700	Wainuiomata
1941	2801850	LOT 25 DP 47700	Wainuiomata
1942	2802050	SEC 143 BLK VI HUTT VALLEY SETT	Moera
1943	2802060	SEC 143 BLK VI HUTT VALLEY SETT	Moera
1944	2802150	LOT 18 DP 1835	Berhampore
1945	2802220	LOT 29 DP 339	Petone
1946	2802280	LOT 1 DP 9723	Newtown
1947	2802290	LOT 16 DP 455	Petone
1948	2802300	SEC 121 BLK III HUTT VALLEY SETT	Moera
1949	2802340	LOT 97 DP 1744	Petone
1950	2802350	SBDN 1 SEC 817 TN OF WELLINGTON	Newtown
1951	2802360	SBDN 2 SEC 817 TOWN OF WELLINGTON	Newtown
1952	2802390	LOT 9 DP 86769, LOT 10 DP 86769	Petone

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#	Ref	Legal Description	Locality
1953	2802400	LOT 8 DP 86769, LOT 10 DP 86769	Petone
1954	2802410	LOT 7 DP 86769, LOT 10 DP 86769	Petone
1955	2802420	LOT 6 DP 86769, LOT 10 DP 86769	Petone
1956	2802430	LOT 5 DP 86769, LOT 10 DP 86769	Petone
1957	2802440	LOT 4 DP 86769, LOT 10 DP 86769	Petone
1958	2802450	LOT 3 DP 86769, LOT 10 DP 86769	Petone
1959	2802460	LOT 2 DP 86769, LOT 10 DP 86769	Petone
1960	2802470	LOT 1 DP 86769, LOT 10 DP 86769	Petone
1961	2802510	LOT 1 DP 86804	Central Hutt
1962	2802520	LOT 2 DP 86804	Central Hutt
1963	2802530	SEC 14 BLK IV HERETAUNGA SETT	Petone
1964	2802560	LOT 24 BLK I DP 8122	Petone
1965	2802600	LOT 2 DP 5032	Newtown
1966	2802630	LOT 1 DP 17673	Miramar/Maupuia
1967	2802680	LOT 1 DP 89548	Central Hutt
1968	2802690	LOT 2 DP 89548	Central Hutt
1969	2802700	LOT 2 DP 51439	Central Hutt
1970	2802710	LOT 62 DP 45264	Wainuiomata
1971	2802860	LOT 23 DP 24631	Wainuiomata
1972	2802930	LOT 20 DP 23615	Wainuiomata
1973	2802950	LOT 2 DP 83195	Berhampore
1974	2802960	LOT 2 DP 83195	Berhampore
1975	2802970	LOT 2 DP 83195	Berhampore
1976	2802980	LOT 2 DP 83195	Berhampore
1977	2802990	LOT 2 DP 83195	Berhampore
1978	2803000	LOT 2 DP 83195	Berhampore
1979	2803010	LOT 2 DP 83195	Berhampore
1980	2803050	LOTS 1 & 5 DP 89777	Petone
1981	2803060	LOTS 2 & 4 DP 89777	Petone
1982	2803070	LOT 3 DP 89777	Petone
1983	2803090	LOT 1 DP 87653	Petone
1984	2803100	LOT 2 DP 87653	Petone
1985	2803120	SEC 32 BLK II HUTT VALLEY SETT	Moera
1986	2803140	LOT 79 DP 393	Petone
1987	2803220	FL 1 DP 83524 LOT 2 DP 83522	Mount Cook
1988	2803230	FL 2 DP 83524 LOT 2 DP 83522	Mount Cook
1989	2803250	LOT 1 DP 83522	Mount Cook
1990	2803260	LOT 16 BLK A DP 467	Newtown
1991	2803280	LOT 3 DP 3878	Newtown
1992	2803290	SEC 14 BLK XVIII WILFORD SETT	Petone
1993	2803310	FL 1 DP 82965 LOT 1 DP 48334	Central
1994	2803320	FL 2 DP 82965 LOT 1 DP 48334	Central
1995	2803340	UNIT 2 DP 88841 LOT 1 DP 53567	Berhampore
1996	2803350	UNIT 3 DP 88841 LOT 1 DP 53567	Berhampore
1997	2803360	UNIT 4 DP 88841 LOT 1 DP 53567	Berhampore
1998	2803370	UNIT 5 DP 88841 LOT 1 DP 53567	Berhampore
1999	2803380	UNIT 6 DP 88841 LOT 1 DP 53567	Berhampore
2000	2803390	UNIT 7 DP 88841 LOT 1 DP 53567 SEC 26 BLK XLVIII HUTT VALLEY SETTLEMENT	Berhampore
2001	2803530		Central Hutt
2002	2803570	LOT 3 DP 3699	Hataitai
2003	2803620	LOT 1 DP 85779	Central Hutt
2004	2803630	LOT 2 DP 85779	Central Hutt

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#	Ref	Legal Description	Locality
2005	2803640	LOT 10 DP 15421	Central Hutt
2006	2803660	SEC 73 BLK IV HUTT VALLEY SETT	Moera
2007	2803690	LOT 2 DP 90162	Newtown
2008	2803700	LOT 2 DP 90162	Newtown
2009	2803710	LOT 2 DP 90162	Newtown
2010	2803720	FL 2 DP 87849 LOT 2 DP 33509	Newtown
2011	2803730	FL 2 DP 87849 LOT 2 DP 33509	Newtown
2012	2803740	FL 2 DP 87849 LOT 2 DP 33509	Newtown
2013	2803750	PT LOT 1 DP 22173	Berhampore
2014	2803760	PT LOT 1 DP 22173	Berhampore
2015	2803770	PT LOT 1 DP 22173	Berhampore
2016	2803780	PT LOT 1 DP 22173	Berhampore
2017	2803790	PT LOT 1 DP 22173	Berhampore
2018	2803800	PT LOT 1 DP 22173	Berhampore
2019	2803810	PT LOT 1 DP 22173	Berhampore
2020	2803820	PT LOT 1 DP 22173	Berhampore
2021	2803830	PT LOT 1 DP 22173	Berhampore
2022	2803840	PT LOT 1 DP 22173	Berhampore
2023	2803850	PT LOT 1 DP 22173	Berhampore
2024	2803860	PT LOT 1 DP 22173	Berhampore
2025	2803870	PT LOT 1 DP 22173	Berhampore
2026	2803880	PT LOT 1 DP 22173	Berhampore
2027	2803890	PT LOT 1 DP 22173	Berhampore
2028	2803900	PT LOT 1 DP 22173	Berhampore
2029	2803910	PT LOT 1 DP 22173	Berhampore
2030	2803920	PT LOT 1 DP 22173	Berhampore
2031	2803930	PT LOT 1 DP 22173	Berhampore
2032	2803940	PT LOT 1 DP 22173	Berhampore
2033	2803950	PT LOT 1 DP 22173	Berhampore
2034	2803960	PT LOT 1 DP 22173	Berhampore
2035	2803970	PT LOT 1 DP 22173	Berhampore
2036	2803980	PT LOT 1 DP 22173	Berhampore
2037	2803990	PT LOT 1 DP 22173	Berhampore
2038	2804000	PT LOT 1 DP 22173	Berhampore
2039	2804010	PT LOT 1 DP 22173	Berhampore
2040	2804020	PT LOT 1 DP 22173	Berhampore
2041	2804030	PT LOT 1 DP 22173	Berhampore
2042	2804040	PT LOT 1 DP 22173	Berhampore
2043	2804050	PT LOT 1 DP 22173	Berhampore
2044	2804060	PT LOT 1 DP 22173	Berhampore
2045	2804070	PT LOT 1 DP 22173	Berhampore
2046	2804080	PT LOT 1 DP 22173	Berhampore
2047	2804090	PT LOT 1 DP 22173	Berhampore
2048	2804100	PT LOT 1 DP 22173	Berhampore
2049	2804110	PT LOT 1 DP 22173	Berhampore
2050	2804120	PT LOT 1 DP 22173	Berhampore
2051	2804150	LOT 3 DP 90250	Miramar/Maupuia
2052	2804160	LOT 6 DP 90250	Miramar/Maupuia
2053	2804170	LOT 4 DP 90250	Miramar/Maupuia
2054	2804180	LOT 5 DP 90250	Miramar/Maupuia
2055	2804190	LOT 2 DP 90250	Miramar/Maupuia
2056	2804200	LOT 1 DP 90250	Miramar/Maupuia
2057	2804220	LOT 10 DP 89240	Miramar/Maupuia

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#	Ref	Legal Description	Locality
2058	2804230	LOT 9 DP 89240	Miramar/Maupuia
2059	2804240	LOT 4 DP 89240	Miramar/Maupuia
2060	2804250	LOT 3 DP 89240	Miramar/Maupuia
2061	2804260	LOT 2 DP 89240	Miramar/Maupuia
2062	2804270	LOT 1 DP 89240	Miramar/Maupuia
2063	2804280	LOT 8 DP 89240	Miramar/Maupuia
2064	2804290	LOT 7 DP 89240	Miramar/Maupuia
2065	2804300	LOT 6 DP 89240	Miramar/Maupuia
2066	2804310	LOT 5 DP 89240	Miramar/Maupuia
2067	2804330	UNIT 3 DP 85669 LOT 1 DP 51242	Central
2068	2804340	UNIT 6 DP 85669 LOT 1 DP 51242	Central
2069	2804360	UNIT 1 DP 85669 LOT 1 DP 51242	Central
2070	2804420	LOT 53 DP 11187	Miramar/Maupuia
2071	2804650	LOT 1 DP 316161	Berhampore
2072	2804660	LOT 1 DP 316161	Berhampore
2073	2804670	LOT 1 DP 316161	Berhampore
2074	2804680	LOT 1 DP 316161	Berhampore
2075	2804690	LOT 1 DP 316161	Berhampore
2076	2804700	LOT 1 DP 316161	Berhampore
2077	2804710	LOT 1 DP 316161	Berhampore
2078	2804720	LOT 1 DP 316161	Berhampore
2079	2804730	LOT 1 DP 316161	Berhampore
2080	2804740	LOT 1 DP 316161	Berhampore
2081	2804750	LOT 1 DP 316161	Berhampore
2082	2804760	LOT 1 DP 316161	Berhampore
2083	2804770	LOT 1 DP 316161	Berhampore
2084	2804780	LOT 1 DP 316161	Berhampore
2085	2804790	LOT 1 DP 316161	Berhampore
2086	2804800	LOT 1 DP 316161	Berhampore
2087	2805030	LOT 5 DP 56585	Newlands
2088	2805040	LOT 5 DP 56585	Newlands
2089	2805130	FL 7 DP 83688 LOT 3 DP 58397	Miramar/Maupuia
2090	2805140	FL 8 DP 83688 LOT 3 DP 58397	Miramar/Maupuia
2091	2805160	FL 4 DP 83689 LOT 1 DP 58397	Miramar/Maupuia
2092	2805190	FL 1 DP 83689 LOT 1 DP 58397	Miramar/Maupuia
2093	2805240	LOT 2 DP 83748	Miramar/Maupuia
2094	2805330	FL H DP 81997 LOT 1 DP 81996	Berhampore
2095	2805340	FL A DP 81997 LOT 1 DP 81996	Berhampore
2096	2805350	FL B DP 81997 LOT 1 DP 81996	Berhampore
2097	2805360	FL C DP 81997 LOT 1 DP 81996	Berhampore
2098	2805370	FL D DP 81997 LOT 1 DP 81996	Berhampore
2099	2805380	FL E DP 81997 LOT 1 DP 81996	Berhampore
2100	2805390	FL F DP 81997 LOT 1 DP 81996	Berhampore
2101	2805400	FL G DP 81997 LOT 1 DP 81996	Berhampore
2102	2805490	LOT 1 DP 90162	Newtown
2103	2805500	FL 1 DP 87849 LOT 2 DP 33509	Newtown
2104	2805620	PT SEC 921 TN OF WELLINGTON	CHL
2105	2805970	LOT 47 DP 6257	Melrose/Lyall Bay
2106	2806090	LOT 2 DP 12121	Island Bay
2107	2955000	UNIT 11 DP 89015 LOT 1 DP 49099	Moera
2108	2955010	UNIT 12 DP 89015 LOT 1 DP 49099	Moera
2109	2955020	UNIT 13 DP 89015 LOT 1 DP 49099	Moera
2110	2955030	UNIT 14 DP 89015 LOT 1 DP 49099	Moera

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#	Ref	Legal Description	Locality
2111	2955040	UNIT 1 DP 89015 LOT 1 DP 49099	Moera
2112	2955050	UNIT 2 DP 89015 LOT 1 DP 49099	Moera
2113	2955060	UNIT 3 DP 89015 LOT 1 DP 49099	Moera
2114	2955070	UNIT 4 DP 89015 LOT 1 DP 49099	Moera
2115	2955080	UNIT 5 DP 89015 LOT 1 DP 49099	Moera
2116	2955090	UNIT 10 DP 89015 LOT 1 DP 49099	Moera
2117	2955100	UNIT 9 DP 89015 LOT 1 DP 49099	Moera
2118	2955110	UNIT 8 DP 89015 LOT 1 DP 49099	Moera
2119	2955120	UNIT 7 DP 89015 LOT 1 DP 49099	Moera
2120	2955130	UNIT 6 DP 89015 LOT 1 DP 49099	Moera
2121	2955140	LOT 1 DP 85420	Central Hutt
2122	2955230	FL 5 DP 57083 LOT 7 DP 56864	Central Hutt
2123	2955270	FL 1 DP 57083 LOT 7 DP 56864	Central Hutt
2124	2955290	FL 3 DP 57083 LOT 7 DP 56864	Central Hutt
2125	2955300	FL 4 DP 57083 LOT 7 DP 56864	Central Hutt
2126	2955330	FL 1 DP 57805 LOT 5 DP 56864	Central Hutt
2127	2955340	FL 4 DP 57805 LOT 5 DP 56864	Central Hutt
2128	2955360	FL 2 DP 57084 LOT 6 DP 56864	Central Hutt
2129	2955370	FL 3 DP 57084 LOT 6 DP 56864	Central Hutt
2130	2955380	FL 4 DP 57084 LOT 6 DP 56864	Central Hutt
2131	2955400	FL 2 DP 57088 LOT 1 DP 56865	Central Hutt
2132	2955420	FL 4 DP 57088 LOT 1 DP 56865	Central Hutt
2133	2955450	FL 5 DP 57087 LOT 2 DP 56865	Central Hutt
2134	2955460	FL 6 DP 57087 LOT 2 DP 56865	Central Hutt
2135	2955470	FL 7 DP 57087 LOT 2 DP 56865	Central Hutt
2136	2955490	FL 2 DP 57087 LOT 2 DP 56865	Central Hutt
2137	2955500	FL 4 DP 57087 LOT 2 DP 56865	Central Hutt
2138	2955510	FL 3 DP 57087 LOT 2 DP 56865	Central Hutt
2139	2955520	FL 1 DP 57087 LOT 2 DP 56865	Central Hutt
2140	2955530	LOT 1 DP 349860	Central Hutt
2141	2955540	LOT 2 DP 349860	Central Hutt
2142	2955550	LOT 3 DP 349860	Central Hutt
2143	2955560	LOT 4 DP 349860	Central Hutt
2144	2955570	LOT 5 DP 349860	Central Hutt
2145	2955580	LOT 6 DP 349860	Central Hutt
2146	2955640	SEC 23 BLK XLVII HUTT VALLEY SETT	Central Hutt
2147	2955650	LOT 1 DP 88163	Petone
2148	2955660	LOT 6 DP 88163	Petone
2149	2955670	LOT 3 DP 88163	Petone
2150	2955680	LOT 4 DP 88163	Petone
2151	2955690	LOT 5 DP 88163	Petone
2152	2955700	LOT 2 DP 88163	Petone
2153	2955710	FL 1 DP 88164 LOT 7 DP 88163	Petone
2154	2955720	FL 2 DP 88164 LOT 7 DP 88163	Petone
2155	2955730	LOT 2 DP 85420	Central Hutt
2156	2955770	LOT 1 DP 88576	Petone
2157	2955780	LOT 4 DP 88576	Petone
2158	2955790	LOT 2 DP 88576	Petone
2159	2955800	LOT 3 DP 88576	Petone
2160	2955810	LOT 21 DP 21094	Wainuiomata
2161	2955820	LOT 19 DP 21094	Wainuiomata
2162	2956050	FL 1 DP 87238 PT LOT 14, LOT 15 DP 2191	Central Hutt
2163	2956060	FL 2 DP 87238 PT LOT 14, LOT 15 DP 2191	Central Hutt

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#	Ref	Legal Description	Locality
2164	2956070	FL 3 DP 87238 PT LOT 14, LOT 15 DP 2191	Central Hutt
2165	2956110	LOT 1 DP 87971	Wainuiomata
2166	2956120	LOT 37 DP 21089	Wainuiomata
2167	2956190	LOT 17 DP 20893	Wainuiomata
2168	2956710	SEC 6 BLK XLVII HUTT VALLEY SETT	Central Hutt
2169	2956720	SEC 6 BLK XLVII HUTT VALLEY SETT	Central Hutt
2170	2956730	LOT 1 DP 22717	Wainuiomata
2171	2956740	LOT 8 DP 21177	Wainuiomata
2172	2956750	FL 1 DP 86022 LOT 1 DP 19188	Moera
2173	2956760	FL 2 DP 86022 LOT 1 DP 19188	Moera
2174	2956770	FL 3 DP 86022 LOT 1 DP 19188	Moera
2175	2956780	FL 4 DP 86022 LOT 1 DP 19188	Moera
2176	2956790	FL 5 DP 86022 LOT 1 DP 19188	Moera
2177	2956800	FL 6 DP 86022 LOT 1 DP 19188	Moera
2178	2956810	FL 7 DP 86022 LOT 1 DP 19188	Moera
2179	2956820	FL 8 DP 86022 LOT 1 DP 19188	Moera
2180	2956840	LOT 1 DP 87518	Petone
2181	2956850	LOT 2 DP 87518	Petone
2182	2957630	LOT 5 DP 87377	Central Hutt
2183	2957640	LOT 4 DP 87377	Central Hutt
2184	2957650	LOT 1 DP 87377	Central Hutt
2185	2957660	LOT 2 DP 87377	Central Hutt
2186	2957670	LOT 3 DP 87377	Central Hutt
2187	2957700	LOT 1 DP 90671	Central Hutt
2188	2957710	LOT 2 DP 90671	Central Hutt
2189	2957720	LOT 3 DP 90671	Central Hutt
2190	2957730	LOT 4 DP 90671	Central Hutt
2191	2957740	LOT 5 DP 90671	Central Hutt
2192	2957760	LOT 1 DP 90577	Moera
2193	2957770	LOT 2 DP 90577	Moera
2194	2957780	LOT 3 DP 90577	Moera
2195	2957790	LOT 4 DP 90577	Moera
2196	2957800	LOT 19 DP 22717	Wainuiomata
2197	2957810	LOT 1 DP 339698	Wainuiomata
2198	2957840	LOT 2 DP 21094	Wainuiomata
2199	2957860	LOT 1 DP 90423	Central Hutt
2200	2957870	LOT 2 DP 90423	Central Hutt
2201	2957880	LOT 3 DP 90423	Central Hutt
2202	2957890	LOT 4 DP 90423	Central Hutt
2203	2958040	FL 2 DP 84571 LOTS 4, 5 DP 47	Petone
2204	2958050	FL 1 DP 84571 LOTS 4, 5 DP 47	Petone
2205	2958060	FL 3 DP 59610 LOTS 4, 5 DP 47	Petone
2206	2958070	FL 4 DP 59610 LOTS 4, 5 DP 47	Petone
2207	2958080	FL 5 DP 59610 LOTS 4, 5 DP 47	Petone
2208	2958570	LOT 2 DP 84881	Central Hutt
2209	2958580	LOT 1 DP 84881	Central Hutt
2210	2958590	LOT 9 DP 29491	Wainuiomata
2211	2959200	LOT 1 DP 88489	Moera
2212	2959210	LOT 2 DP 88489	Moera
2213	2959250	LOT 3 DP 85018	Central Hutt
2214	2959310	LOT 5 DP 15805	Moera
2215	2959510	FL 1 DP 63620 LOT 2 DP 63527	Petone
2216	2959520	FL 2 DP 63620 LOT 2 DP 63527	Petone

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#	Ref	Legal Description	Locality
2217	2959530	FL 3 DP 63620 LOT 2 DP 63527	Petone
2218	2959540	FL 4 DP 63620 LOT 2 DP 63527	Petone
2219	3566990	LOT 46 DP 1612	CHL
2220	3571050	LOT 2 DP 85605	Central Hutt
2221	3574180	LOT 1 DP 85570	Central Hutt
2222	3584180	LOT 2 DP 85419	Central Hutt
2223	3584200	LOT 2 DP 83801	Central Hutt
2224	3736970	LOT 2 DP 84551	Central Hutt
2225	3737110	LOT 9 DP 87284	Moera
2226	3737120	LOT 10 DP 87284	Moera
2227	3737130	LOT 8 DP 87284	Moera
2228	3737140	LOT 7 DP 87284	Moera
2229	3737160	LOT 1 DP 87284	Moera
2230	3737170	LOT 2 DP 87284	Moera
2231	3737200	LOT 3 DP 87284	Moera
2232	3737210	LOT 4 DP 87284	Moera
2233	3737220	LOT 5 DP 87284	Moera
2234	3737230	LOT 12 DP 87284	Moera
2235	3737250	LOT 11 DP 87284	Moera
2236	3737270	LOT 6 DP 87284	Moera
2237	3924310	LOT 2 DP 10178	Central Hutt
2238	4000002	LOT 2 DP 82881	CHL
2239	4000031	SEC 128 EVANS BAY DIST	CHL
2240	4000043	LOT 2 DP 8114	CHL
2241	4000068	FL 1 DP 67349 LOT 2 DP 26347	CHL
2242	4000069	FL 1 DP 67349 LOT 2 DP 26347	CHL
2243	4000070	FL 1 DP 67349 LOT 2 DP 26347	CHL
2244	4000071	FL 1 DP 67349 LOT 2 DP 26347	CHL
2245	4000072	FL 1 DP 67349 LOT 2 DP 26347	CHL
2246	4000073	LOT 13 BLK I DP 1340	CHL
2247	4000074	LOT 13 BLK I DP 1340	CHL
2248	4000113	LOT 2 DP 5400	CHL
2249	4000124	LOT 10 DP 2948	CHL
2250	4000128	LOT 1 DP 26231	CHL
2251	4000133	LOT 4 DP 6245	CHL
2252	4000152	LOT 2 DP 11751	CHL
2253	4000153	LOT 2 DP 11751	CHL
2254	4000158	LOT 1 DP 11751	CHL
2255	4000159	LOT 1 DP 11751	CHL
2256	4000190	LOT 4 DP 7634	CHL
2257	4000200	LOT 2 DP 25829	CHL
2258	4000269	LOT 35 DP 1467	CHL
2259	4000277	LOT 10 DP 55169	CHL
2260	4000424	LOT 2 DP 88142	CHL
2261	4000425	LOT 2 DP 88142	CHL
2262	4000503	LOT 46 DP 12424	CHL
2263	4002184	LOT 2 DP 87831	CHL
2264	4002185	LOT 3 DP 87831	CHL
2265	4002272	PT LOT 4 DP 883	CHL
2266	4002303	LOT 3 DP 8280	CHL
2267	4002334	LOT 1 DP 10096	CHL
2268	4002366	LOT 18 BLK IV DP 1340	CHL
2269	4002459	LOT 3 DP 2316	CHL

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#	Ref	Legal Description	Locality
2270	4002470	FL 1 DP 34434 LOT 6 BLK II DP 6175	CHL
2271	4002612	LOT 49 DP 2307	CHL
2272	4002618	LOT 2 DP 18629	CHL
2273	4002651	LOT 13 DP 424	CHL
2274	4002659	LOT 26 DP 8552	CHL
2275	4002708	LOT 6 DP 3488	CHL
2276	4002761	LOT 3 DP 66894	CHL
2277	6000002	LOT 2 DP 57300	
2278	6000003	LOT 2 DP 57300	
2279	6000004	LOT 2 DP 57300	
2280	6000005	LOT 2 DP 57300	
2281	6000006	LOT 2 DP 57300	
2282	6000007	LOT 1 DP 83195	
2283	6000008	LOT 2 DP 57300	
2284	6000009	LOT 2 DP 57300	
2285	6000010	LOT 2 DP 57300	
2286	6000011	LOT 2 DP 57300	
2287	6000012	LOT 2 DP 57300	
2288	6000013	LOT 2 DP 57300	
2289	6000014	LOT 1 DP 83195	
2290	6000015	LOT 1 DP 83195	
2291	6000016	LOT 1 DP 83195	
2292	6000017	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2293	6000018	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2294	6000019	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2295	6000020	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2296	6000021	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2297	6000022	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2298	6000023	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2299	6000024	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2300	6000025	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2301	6000026	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2302	6000027	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2303	6000028	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2304	6000029	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2305	6000030	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2306	6000031	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2307	6000032	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2308	6000033	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2309	6000034	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2310	6000035	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2311	6000037	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2312	6000038	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2313	6000039	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2314	6000040	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2315	6000041	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2316	6000042	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2317	6000044	LOT 2 PT LOT 1 DP 7388 LOT 4 DP 2703	
2318	6000045	LOT 2 DP 8016	
2319	6000046	LOT 2 DP 8016	
2320	6000047	LOT 2 DP 8016	
2321	6000048	LOT 2 DP 8016	
2322	6000049	LOT 2 DP 8016	

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#	Ref	Legal Description	Locality
2323	6000050	LOT 2 DP 8016	
2324	6000051	LOT 2 DP 8016	
2325	6000052	LOT 2 DP 8016	
2326	6000053	LOT 2 DP 8016	
2327	6000054	LOT 2 DP 8016	
2328	6000055	LOT 2 DP 8016	
2329	6000056	LOT 2 DP 8016	
2330	6000057	LOT 2 DP 8016	
2331	6000058	LOT 2 DP 8016	
2332	6000059	LOT 2 DP 8016	
2333	6000060	LOT 2 DP 8016	
2334	6000061	LEASEHOLD	
2335	6000065	LOT 2 PT LOT 1 DR 7388 LOT 4 DP 2703	
2336	6000079	LOT 1 DP 81230	CHL
2337	6000080	LOT 2 DP 81230	CHL
2338	6000081	LOT 3 DP 81230	CHL
2339	6000082	LOT 4 DP 81230	CHL
2340	6000083	LOT 5 DP 81230	CHL
2341	6000084	LOT 5 DP 81230	CHL
2342	6000092	PT LOT 13 DP 2458	CHL
2343	6000093	LOT 2 DP 12231	CHL
2344	6000097	UNIT D DP 79279 LOT 3 DP 77006	CHL
2345	6000098	UNIT C DP 79279 LOT 3 DP 77006	CHL
2346	6000099	UNIT B DP 79279 LOT 3 DP 77006	CHL
2347	6000100	UNIT A DP 79279 LOT 3 DP 77006	CHL
2348	6000111	LOT 1 DP 2161	CHL
2349	6000150	LOT 2 DP 84800	Central Hutt
2350	6000151	LOT 2 DP 87498	Central Hutt
2351	6000164	LOT 1 DP 84435	Petone
2352	6000202	LOT 32 BLK I DP 8122	Petone
2353	6000327	LOT 2 DP 339698	Wainuiomata
2354	6000340	LOT 5 DP 350242	Strathmore Hill
2355	6000341	LOT 4 DP 350242	Strathmore Hill
2356	6000359	LOT 2 DP 27982	Island Bay
2357	6000361	LOT 14 DP 787	Berhampore
2358	6000362	UNIT 1 DP 73600 PT SEC 961 TN OF WELLING	Newtown
2359	6000387	LOT 2 DP 21346	Central Hutt
2360	6000388	LOT 2 DP 21346	Central Hutt
2361	6000389	LOT 2 DP 21346	Central Hutt
2362	6000390	LOT 2 DP 21346	Central Hutt
2363	6000391	LOT 2 DP 21346	Central Hutt
2364	6000392	LOT 2 DP 21346	Central Hutt
2365	6000393	LOT 2 DP 21346	Central Hutt
2366	6000394	LOT 2 DP 21346	Central Hutt
2367	6000396	SEC 104 BLK III HUTT VALLEY SETT	Moera
2368	6000479	LOT 5 DP 79815	Island Bay
2369	6000480	LOT 4 DP 79815	Island Bay
2370	6000481	LOT 3 DP 79815	Island Bay
2371	6000683	UNIT 3 DP 84550 LOT 2 DP 83406	Petone
2372	6000687	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2373	6000688	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2374	6000689	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2375	6000690	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera

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#	Ref	Legal Description	Locality
2376	6000691	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2377	6000692	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2378	6000693	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2379	6000694	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2380	6000695	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2381	6000696	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2382	6000697	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2383	6000698	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2384	6000699	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2385	6000700	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2386	6000701	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2387	6000702	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2388	6000703	SEC 10 BLK XLIX HUTT VALLEY SETT & LOT 3	Moera
2389	6000819	UNIT I DP 82564	Melrose/Lyall Bay
2390	6000836	PT SEC 860 & 862 TOWN WELL	
2391	6000854	LOT 1 BLK VII DP 6175	
2392	6000855	LOT 60 DP 11187	
2393	6000878	LOT 1 DP369035	Miramar/Maupuia
2394	6000879	LOT 2 DP 369035	Miramar/Maupuia
2395	6000880	LOT 4 DP 369035	Miramar/Maupuia
2396	6000881	LOT 3 DP 369035	Miramar/Maupuia
2397	6000951	LOT 1 DP 368398	Miramar/Maupuia
2398	6000952	LOT 2 DP 368398	Miramar/Maupuia
2399	6000953	LOT 3 DP 368398	Miramar/Maupuia
2400	6000954	LOT 4 DP 368398	Miramar/Maupuia
2401	6001004		Strathmore Hill
2402	6001030	SEC 70 BLK I HUTT VALLEY SETT	Moera

Proposed Headings for the Historical Account To be developed by Taranaki Whānui (Wellington) and the Crown, to be included in the Deed of Settlement

- 1 Taranaki Whānui (Wellington) in the Port Nicholson Block before 1839**
 - 1.1 Takiwā
 - 1.2 Take Raupatu and Ahi kaa roa
 - 1.3 Occupation, rights and use of the Harbour and resources
 - 1.4 Occupation, rights and use of the land and resources

- 2 Taranaki Whānui (Wellington) in the Wellington Region and the New Zealand Company**
 - 2.1 Tangata Whenua manaaki Pākehā
 - 2.2 The Port Nicholson Deed 1839
 - 2.3 Provision for Tenths Reserves

- 3 Taranaki Whānui (Wellington) in the Wellington Region and the Crown: 1840 to 1848**
 - 3.1 Te Tiriti o Waitangi / The Treaty of Waitangi
 - 3.2 Town Belt and Reserves
 - 3.3 Matiu, Makaro and Mokokuna Islands
 - 3.4 The Spain Inquiry
 - 3.5 The Deeds of Release
 - 3.4 The McCleverty Reserves
 - 3.5 The 1848 Crown Grant
 - 3.6 Changes for Taranaki Whānui (Wellington) in this period
 - 3.7 Rangatira responses

- 4 The Administration of Reserves**
 - 4.1 The implementation of legislation / the administration by Commissioners
 - 4.2 The alienation of reserve lands
 - 4.3 Endowments to the Hospital, Wellington College, the Anglican Church, the military barracks
 - 4.4 The administration of the Wellington Tenths reserves

- 5 The Native Land Court**
 - 5.1 Awards of Land that were alienated

- 6 Development around Te Whanganui-a-Tara Harbour and Waterways**
 - 6.1 Reclamation
 - 6.2 Waterways
 - 6.3 Disconnection of Taranaki Whānui (Wellington) from Wellington Harbour and waterways

- 7 Public Works Takings**
 - 7.1 Wainuiomata / Lowry Block
 - 7.2 Pā, papakainga, mahinga kai
 - 7.3 Railway / road development
 - 7.4 Flood protection – Waiwhetu
 - 7.5 Housing

- 8 The administration of reserves in the Twentieth Century**
- 9 Cumulative Effects of Treaty Breaches**
- 10 Pursuit of Justice by Taranaki Whānui (Wellington)**
 - 10.1 Letter and Petitions
 - 10.2 Waitangi Tribunal Claims
 - 10.3 Settlement Negotiations
- 11 Ongoing Relationship between Taranaki Whānui (Wellington) and the Crown.**

AGREEMENT AS TO TERMS OF NEGOTIATION BETWEEN THE CROWN AND THE PORT NICHOLSON BLOCK CLAIMS TEAM FOR THE SETTLEMENT OF HISTORICAL CLAIMS

1. The Parties

- 1.1 The parties to this agreement are the **CROWN** and the **PORT NICHOLSON BLOCK CLAIMS TEAM** (“the PNBCT”) on behalf of the Claimants (as defined in clause 5.11).

2. Background

- 2.1 Various historic claims concerned with the Port Nicholson Block in and about Wellington were brought before the Waitangi Tribunal under the Treaty of Waitangi Act 1975. In May 2003 the Waitangi Tribunal issued its report on many of the claims: *Te Whangamui a Tara Me Ona Takiwa*.
- 2.2 Eleven persons were put forward to represent the Claimants in relation to the settlement of their Historical Claims. These eleven persons (the PNBCT) were mandated by the Claimants at 12 national hui held in August 2003. The Crown recognised the mandate of the PNBCT on 27 January 2004.
- 2.3 The PNBCT is made up of the following persons:
Kevin Hikaia Amohia of Palmerston North, Retired; **Neville McClutchie Baker** of Petone, Manager/Company Director; **Spencer Waemura Carr** of Hawera, Manager/Company Director; **June Te Raumangi Jackson** of Wellington, Retired; **Dr Catherine Maarie Amohia Love** of Lower Hutt, Academic Researcher/Director; **Dr Ralph Heberley Ngatata Love** of Petone, Professor, Chief Claimant of the Wai 145 claims; **Hinekehu Ngaki Dawn McConnell** of Picton, Retired; **Rebecca Elizabeth Mellish** of Featherston, Business Development Advisor; **Dr Ihakara Porutu Puketapu** of Wellington, Manager/Director; **Sir Paul Alfred Reeves** of

Auckland, Consultant; and **Mark Te One** of Paekakariki, Project Advisor/Director.

3. Purpose of the Agreement

- 3.1 The purpose of this agreement is to establish Terms of Negotiation between the PNBCT and the Crown so as to achieve a settlement of the Historical Claims of the Claimants, which is acceptable to the parties and ratified within two years if possible.
- 3.2 This agreement is not legally binding and does not create a legal relationship.

4. Negotiation Objectives

- 4.1 The Terms of Negotiation as agreed will support the following objectives, namely to achieve:
- 4.1.1 Hapaingia nga mana, oranga, tikanga me te rangatiratanga o Taranaki Whānui mai te Upoko o te Ika (Upholding the authority, well-being, traditions and independence of the peoples of Taranaki at Wellington); and
- 4.1.2 a settlement which will:
- (a) assist the Claimants to enhance their mana and tino rangatiratanga; and
 - (b) assist the Crown to restore its honour, and enhance its relationship with its Treaty partner; and
 - (c) bring to the people a level of peace through the settling of long standing injustices; and
- 4.1.3 a settlement which will enhance the ongoing relationship between the parties both in terms of Te Tiriti o Waitangi / The Treaty of Waitangi and otherwise; and

- 4.1.4 a settlement which recognises the nature, manner and extent of the Crown’s breaches of its obligations to the Claimants under Te Tiriti o Waitangi / The Treaty of Waitangi; and
- 4.1.5 a settlement of all the Historical Claims of the Claimants that is comprehensive, durable, fair and final; and
- 4.1.6 a settlement which provides a platform for the Claimants to establish an economic base and assists their future cultural and economic development and the well-being of their whānau; and
- 4.1.7 a settlement which will not do any one or more of the following:
 - (a) diminish any rights that the Claimants have arising from the Te Tiriti o Waitangi / The Treaty of Waitangi; or
 - (b) in any way affect any rights that the Claimants have arising from Te Tiriti o Waitangi / The Treaty of Waitangi; or
 - (c) extinguish any aboriginal or customary rights of the Claimants.

5. Definitions

For the purposes of this agreement the following definitions apply:

5.1 The “**Claimants**” are:

5.1.1 the collective group composed of individuals:

- (a) who descend from one or more of the recognised ancestors of the following iwi:
 - (i) Te Atiawa; or
 - (ii) Ngāti Tama; or
 - (iii) Taranaki; or

- (iv) Ngāti Ruanui; and
- (b) who descend from one or more of:
 - (i) the original signatories of the 27 September 1839 Port Nicholson Block purchase deed; or
 - (ii) the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; or
 - (iii) other persons not named in clauses 5.1.1(b)(i) or 5.1.1(b)(ii) above, but who exercised customary rights based on the descent in clause 5.1.1(a) in the Port Nicholson Block, Wellington District on or after 6 February 1840; and
- 5.1.2 every whānau, hapū or group, including the Wellington Tenths Trust and the Palmerston North Māori Reserves Trust, composed of individuals to the extent that those whānau, hapū or groups of individuals are referred to in clause 5.1.1; and
- 5.1.3 every individual referred to in clause 5.1.1.
- 5.2 For the purposes of clause 5.1, a person is descended from another person if the first person is descended from the other by:
 - 5.2.1 birth; and/or
 - 5.2.2 legal adoption; and/or
 - 5.2.3 Māori customary adoption in accordance with the Claimants' tikanga.
- 5.3 The definition of 'Claimants' may be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between the parties.

5.4 **“The Crown”**:

5.4.1 means Her Majesty the Queen in right of New Zealand; and

5.4.2 includes all Ministers of the Crown and all government departments; but

5.4.3 does not include:

- (a) an Office of Parliament; or
- (b) a Crown entity; or
- (c) a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

5.5 **“Deed of Agreement”** means the Deed of Agreement entered into between the PNBCT members on 16 August 2003 for the purpose of allowing the signatories to go forward to the Claimants for mandating. The Deed is annexed to this Agreement As To Terms of Negotiation as Schedule B.

5.6 **“Good faith”** means honesty and sincerity of intention and includes fostering a negotiating environment of mutual trust and confidence between the parties.

5.7 **“Historical Claims”** means:

5.7.1 all claims (whether or not the claims have been considered, researched, registered, notified or made) by any Claimant or Claimants or anyone representing a Claimant or Claimants, that:

- (a) are founded on a right arising:
 - (i) from Te Tiriti o Waitangi / The Treaty of Waitangi; or
 - (ii) under legislation; or

- (iii) at common law (including customary law and aboriginal title); or
 - (iv) from the law of equity (including from a fiduciary duty); or
 - (v) from international conventions; or
 - (vi) otherwise; and
- (b) arise from or relate to acts or omissions before 21 September 1992:
- (i) by or on behalf of the Crown; or
 - (ii) by or under legislation; and

5.7.2 every claim to the Waitangi Tribunal to which clause 5.7.1 applies including:

- (a) Wai 145: Port Nicholson Block; and
- (b) Wai 105: Hutt Section 19; and
- (c) Wai 183: Korokoro Urupā; and
- (d) Wai 377: Kaiwharawhara and Hutt; and
- (e) Wai 442: Waiwhetu Pā land; and
- (f) Wai 474: Kaiwharawhara and Heretaunga; and
- (g) Wai 562: Pipitea Pā and street properties; and
- (h) Wai 571: Section 1, Pipitea Street (Resumption Claim); and
- (i) Wai 660: Hutt Section 19 (part of); and
- (j) Wai 734: Whanganui-a-Tara (Ngāti Mutunga); and
- (k) Wai 735: Whanganui-a-Tara (Ngāti Tama); —

but does not include the “Excluded Claims”.

5.8 “**Excluded Claims**” means each of the following:

5.8.1 a claim that a Claimant may have that is founded on a right arising as a result of being descended from an ancestor to whom clause 5.1.1(b) does not apply; and

5.8.2 a claim that a Claimant may have in the “Excluded Areas” that is founded on a right arising as a result of being descended from an ancestor to whom clause 5.1.1(b) applies.

5.9 “**Excluded Areas**” means each of the following:

5.9.1 the South Island; and

5.9.2 the Chatham Islands; and

5.9.3 Taranaki; and

5.9.4 the Kapiti Coast.

5.10 Subject to the matters set out in clause 6.6, “**mandate**” means the authority given by the Claimants to the PNBCT to enter into negotiations with the Crown and “**mandating**” refers to the process by which the Claimants gave the PNBCT the authority to represent them.

5.11 “**mandated**” refers to all those persons who are signatories to the Deed of Mandate and who as a group were given the authority by the Claimants to enter into negotiations with the Crown so as to achieve a settlement of the Historical Claims of the Claimants.

5.12 “**Port Nicholson Block**” refers to all the shaded land as delineated and shown on Map 3 at page 15 of the Waitangi Tribunal Report 2003 *Te Whanganui a Tara Me Ona Takiwa* and being the “Report on the

Wellington District” a copy of which map is annexed to this Agreement as Schedule A.

- 5.13 “**Port Nicholson Block Claims Team**” (PNBCT) are the eleven persons mandated by the Claimants in 12 national hui held in August 2003, whose mandate has been recognised by the Crown and who are all signatories to this Agreement.
- 5.14 “**Te Tiriti o Waitangi / The Treaty of Waitangi**” means Te Tiriti / The Treaty as set out in the First Schedule to the Treaty of Waitangi Act 1975 and includes the principles of Te Tiriti / The Treaty.
- 5.15 “**Treaty breach**” means an act or omission by the Crown considered to be inconsistent with Te Tiriti o Waitangi / The Treaty of Waitangi.
- 5.16 “**Wai**” is the prefix to a claim filing number allocated by the Waitangi Tribunal to each claim registered with the Waitangi Tribunal.
- 5.17 “**Waitangi Tribunal Report**” means the report of the Waitangi Tribunal on the Wellington District Claims released in May 2003 and entitled *Te Whanganui a Tara Me Ona Takiwa*.

6. Matters Concerned with the Mandate

- 6.1 In the event that representation issues arise during negotiations of a kind that cannot be resolved by agreement, the Claimants will, by preference, adopt the dispute provision protocols set out in the Third Schedule of the Deed of Agreement in paragraphs 21 to 23.
- 6.2 In the event that, for any reason, the protocol is unable to be applied to a matter in issue, the PNBCT will discuss with the Crown alternative processes to resolve the issue.
- 6.3 The PNBCT agrees to provide the Office of Treaty Settlements with reports on the state of the mandate every three months.

- 6.4 The Crown agrees to promptly provide the PNBCT with any correspondence it receives about the mandate of the PNBCT and to discuss with the PNBCT any issues arising from that correspondence or enquiry before replying to it.
- 6.5 The Office of Treaty Settlements will provide the PNBCT with any relevant reports, or other documents not covered by clause 6.4, that would be accessible under the Official Information Act 1982.
- 6.6 The PNBCT agrees to reconfirm its mandate within two years from the date of the Crown's recognition of the mandate via adequately notified hui-a-iwi, and the Crown agrees to contribute to the costs of the hui.
- 6.7 The Crown and the PNBCT acknowledge that some Ngāti Tama people do not consider that they are appropriately represented by the PNBCT. The Crown and the PNBCT undertake to discuss with the representatives of those Ngāti Tama people the extent to which their Historical Claims will be covered by the negotiations. The parties acknowledge that any agreement reached might require an amendment to the definition of Historical Claims in clause 5.7.
- 6.8 Subject to the outcomes under clause 6.7, the PNBCT and the Crown agree to seek to involve the Ngāti Tama Hapū/Iwi ki te Upoko o te Ika Society Incorporated (Society Number WN/1203758), the Ngāti Tama Te Kaeaea ki te Upoko o te Ika a Maui Trust and the Ngāti Tama Te Kaeaea Trust in negotiations with the Crown when those negotiations directly relate to those entities. The PNBCT also agrees that it will attempt to establish and maintain positive working relationships with the Ngāti Tama Hapū/Iwi ki te Upoko o te Ika Society Incorporated, the Ngāti Tama Te Kaeaea ki te Upoko o te Ika a Maui Trust and the Ngāti Tama Te Kaeaea Trust during the course of the negotiations.

7. Subject Matter for Negotiation

7.1 Without in any way limiting the matters to be negotiated by agreement between the parties, the PNBCT and the Crown acknowledge that the following matters need to be negotiated:

7.1.1 the Crown's apology and acknowledgements; and

7.1.2 cultural redress, including redress instruments that seek to enhance the relationship between the Crown and the Claimants; and

7.1.3 financial and commercial redress.

7.2 The Crown acknowledges that the PNBCT wishes to negotiate costs on behalf of the beneficiaries of the Wellington Tenths Trust and the Palmerston North Māori Reserve Trust associated with the Waitangi Tribunal hearings, mandating, and negotiations processes.

8. Stages of Negotiation Process

8.1 The PNBCT and the Crown agree that the stages of the negotiation process will include, but will not necessarily be limited to:

Agreement in Principle

8.1.1 the signing of an Agreement in Principle which will outline, in principle, the scope and nature of the settlement redress proposed for the Deed of Settlement; and

Initialled Deed of Settlement

8.1.2 the initialling of a Deed of Settlement by the PNBCT and the Crown. The Deed of Settlement will set out the terms and conditions of the settlement of the Historical Claims of the Claimants; and

Ratification

- 8.1.3 the presentation of the initialled Deed of Settlement to the Claimants for ratification (in a manner to be agreed by the parties); and

Deed of Settlement Signed if Ratified

- 8.1.4 the signing of the Deed of Settlement by mandated signatories on behalf of the Claimants, and by a representative of the Crown. The Deed signing will only occur if the Claimants ratify the Deed of Settlement; and

Governance Entity or Entities Ratified

- 8.1.5 the approval by the Crown, and the ratification by the Claimants, of a governance entity or entities to represent the Claimants, and receive and manage settlement redress; and

Settlement Legislation Passed

- 8.1.6 the passage of the settlement legislation. The settlement of the Historical Claims of the Claimants will be effective once the settlement legislation receives the Royal Assent.

9. Historical Claims Settlement Outcomes

- 9.1 The PNBCT and the Crown agree that settlement of the Historical Claims will enable the following:
- 9.1.1 an appropriate representative of the Crown to give an oral and written apology in an agreed form, at an agreed location, on an agreed date; and
- 9.1.2 the receipt of appropriate cultural, financial and commercial redress by the governance entity or entities; and

- 9.1.3 to help facilitate the way forward for the continuing relationship between the Claimants and the Crown; and
 - 9.1.4 the final settlement of the Historical Claims of the Claimants, and the release and discharge of the Crown's obligations and liabilities in respect of those Historical Claims; and
 - 9.1.5 the removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the Historical Claims, the Deed of Settlement, the redress provided, or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation); and
 - 9.1.6 the discontinuance of the Office of Treaty Settlements landbank arrangement for the protection of potential settlement properties for the benefit of the Claimants except in the Excluded Areas; and
 - 9.1.7 the discontinuance of any legal proceedings before the courts or the Waitangi Tribunal in relation to the Historical Claims.
- 9.2 The settlement legislation will provide that, in respect of the Historical Claims and except in respect of the Excluded Areas, the Claimants will not be able to object to the removal of resumptive memorials from titles to land subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forests Assets Act 1989, and the Education Act 1989.

10. Overlapping Claims

- 10.1 The PNBCT and the Crown agree that:
 - 10.1.1 overlapping claim issues in respect of redress will need to be addressed through a transparent process to the satisfaction of the

Claimants and the Crown before a Deed of Settlement can be concluded; and

10.1.2 certain items of redress provided to the Claimants as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.

10.2 The PNBCT will discuss their interests with overlapping claimants at an early stage in the negotiation process and will endeavour to establish a process by which they can reach agreement on how such interests can be managed.

10.3 The Crown may assist the Claimants as it considers appropriate and will carry out its own consultation with overlapping groups.

11. No Agreement to Commit to a Settlement

11.1 The PNBCT and the Crown acknowledge that this document does not bind either party to reach a settlement and, in any event, the negotiated outcome will not be binding upon the parties until embodied in a Deed of Settlement following ratification.

12. Confidentiality

12.1 The PNBCT and the Crown agree that the negotiations will be conducted in private and kept confidential unless agreed otherwise or when the Crown is required to release information under the Official Information Act 1982.

13. Negotiations to be “Without Prejudice”

13.1 The negotiations are to be conducted “without prejudice” to the parties’ rights.

14. Governance Entity or Entities for Settlement Redress

- 14.1 The PNBCT and the Crown agree that an appropriate legal governance entity or entities will be established and ratified by the Claimants in a manner to be agreed by the parties.
- 14.2 The governance entity or entities must adequately represent the Claimants, have transparent decision making and dispute resolution processes, and be accountable to the Claimants.

15. Claimant Funding

- 15.1 The PNBCT and the Crown note that the Crown makes a contribution to the negotiation costs of the Claimants, which is paid in instalments for the achievement of specified milestones in the negotiation process.
- 15.2 Before each instalment of claimant funding is approved, the PNBCT will provide the Crown with invoices that demonstrate that the previous instalment of claimant funding was applied to negotiation expenses.
- 15.3 The PNBCT will provide the Crown with independently audited accounts yearly for the claimant funding that it receives from the Crown as referred to in paragraph 15.1 above, identifying how the funding has been spent.

16. Other Avenues of Redress

- 16.1 The PNBCT and the Crown agree to work together in good faith and a spirit of cooperation to reach a negotiated settlement.
- 16.2 The Crown acknowledges that the PNBCT 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.
- 16.3 The PNBCT agrees that it will provide the Crown with 10 business days notice before initiating or pursuing any such proceedings.

- 16.4 Proceedings will be deemed to have been initiated or pursued as soon as the PNBCT appears before a court or tribunal on the proceeding in question.
- 16.5 The Crown will withdraw from negotiations once proceedings have been initiated or pursued.

17. Procedural Matters

- 17.1 The PNBCT and the Crown acknowledge and agree that:
- 17.1.1 the PNBCT will, in approaching the negotiations, be applying its “Foundation Values”, “Principles”, “Kaupapa Vision Statement” and “Dispute Resolution Processes” as set out in the Deed of Agreement annexed to these Terms of Negotiation as part of Schedule B; and
 - 17.1.2 negotiations by the parties will be conducted in good faith and in a spirit of co-operation and partnership and in accordance with Te Tiriti o Waitangi / The Treaty of Waitangi; and
 - 17.1.3 the Crown will provide the PNBCT with any correspondence it receives about the negotiations if that correspondence is of a kind that would be disclosed to the PNBCT if it were to make a request for it under the Official Information Act 1982; and
 - 17.1.4 media statements concerning the negotiations will only be made when mutually agreed by both parties; and
 - 17.1.5 the PNBCT will report regularly to the Crown on the steps taken to consult with and inform the Claimants of the progress of the negotiations; and

17.1.6 the location, times, and frequency of meetings will be suitable and convenient to both parties.

18. Amendments

18.1 The PNBCT 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. Proposed amendments will be communicated to the Claimants prior to being finalised.

19. Interpretation

19.1 In the interpretation of this agreement, unless the context otherwise requires: where a word or expression is defined in this agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings.

Signed this day of 2004

For and on behalf of the Crown:

Hon Margaret Wilson, Minister in Charge of Treaty of Waitangi Negotiations

For and on behalf of the Claimants

Authorised Signatory: _____

Printed Name: Dr Ralph Heberley Ngatata Love

Authorised Signatory: _____
Printed name: Sir Paul Alfred Reeves

Authorised Signatory: _____
Printed name: Rebecca Elizabeth Mellish

Authorised Signatory: _____
Printed name: Mark Te One

Authorised Signatory: _____
Printed name: Hinekehu Ngaki Dawn McConnell

Authorised Signatory: _____
Printed name: Dr Ihakara Porutu Puketapu

Authorised Signatory: _____
Printed name: Neville McClutchie Baker

Authorised Signatory: _____
Printed name: Spencer Waemura Carr

Authorised Signatory: _____
Printed name: June Te Raumangi Jackson

Authorised Signatory: _____
Printed name: Kevin Hikaia Amohia

Authorised Signatory: _____
Printed name: Dr Catherine Maarie Amohia Love

17.1.6 the location, times, and frequency of meetings will be suitable and convenient to both parties.

18. Amendments

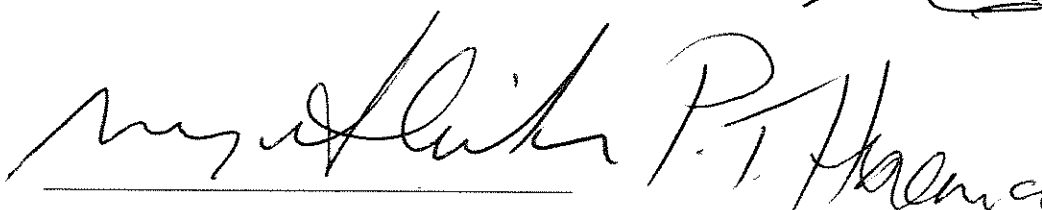
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19. Interpretation

19.1 In the interpretation of this agreement, unless the context otherwise requires: where a word or expression is defined in this agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings.

Signed this 27 day of July 2004

For and on behalf of the Crown:

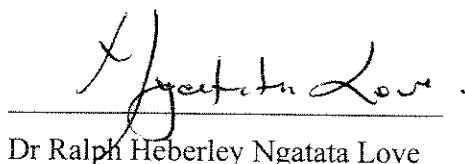


Hon Margaret Wilson, Minister in Charge of Treaty of Waitangi Negotiations

For and on behalf of the Claimants

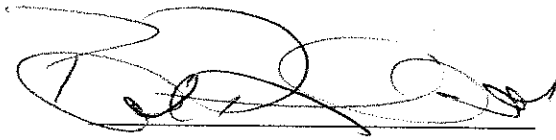
Authorised Signatory:

Printed Name:



Dr Ralph Heberley Ngatata Love

Authorised Signatory:



Printed name:

Sir Paul Alfred Reeves

Authorised Signatory:



Printed name:

Rebecca Elizabeth Mellish

Authorised Signatory:



Printed name:

Mark Te One

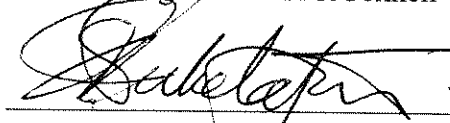
Authorised Signatory:



Printed name:

Hinekehu Ngaki Dawn McConnell

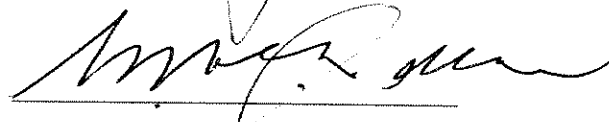
Authorised Signatory:



Printed name:

Dr Ihakara Porutu Puketapu

Authorised Signatory:



Printed name:

Neville McClutchie Baker

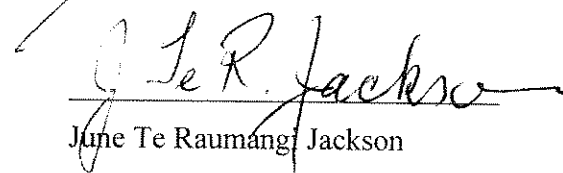
Authorised Signatory:



Printed name:

Spencer Waemura Carr

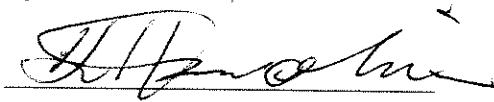
Authorised Signatory:



Printed name:

June Te Raumang Jackson

Authorised Signatory:



Printed name:

Kevin Hikaia Amohia

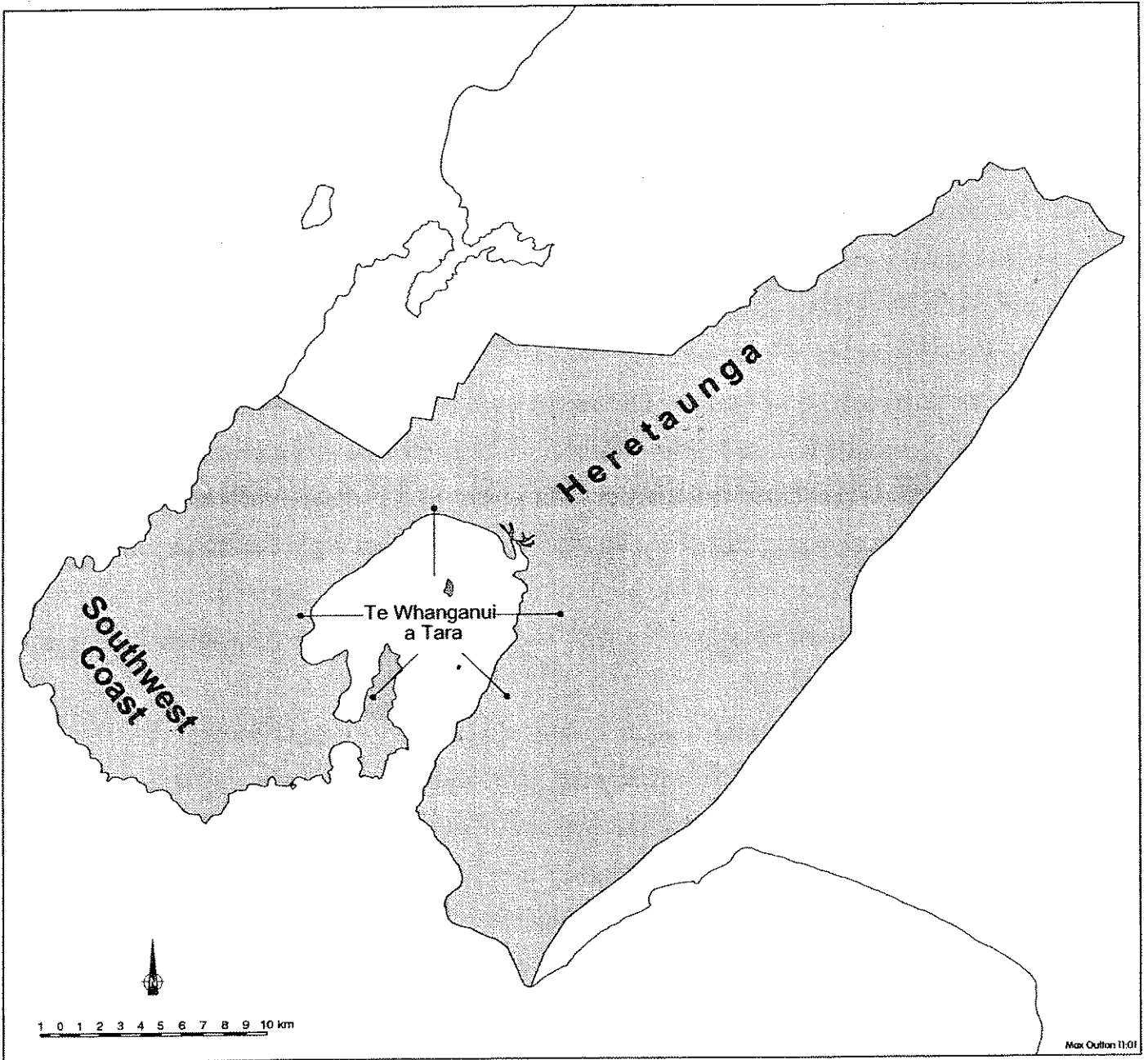
Authorised Signatory:



Printed name:

Dr Catherine Maarie Amohia Love

SCHEDULE A



Map 3: Areas within the Port Nicholson block

SCHEDULE B

DEED OF AGREEMENT

AGREEMENT MADE BETWEEN THE UNDERSIGNED PROPOSED PERSONS FOR MANDATING AND RALPH HEBERLEY NGATATA LOVE, CHIEF CLAIMANT WAI 145 AND MADE ON THE DATE AS SET OUT IN THIS DEED

THE PARTIES

The parties to this Deed of Agreement are the undersigned named persons to this Agreement and being persons proposed for mandating by the Port Nicholson block claimants and Ralph Heberley Ngatata Love, Chief Claimant of the Wai 145 claims and also being a person proposed for mandating.

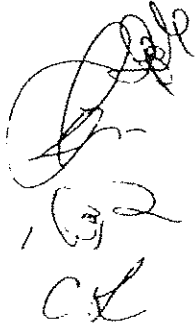
DEFINITIONS

For the purposes of this Agreement the following definitions shall apply:

“**claimant beneficiary**” is a person who comes within the definition as set out in Schedule I to this Deed of Agreement and “**claimant beneficiaries**” has a corresponding meaning;

“**consultants**” shall be those persons offering professional expertise to the operations team and employed with the approval of the operations team. Consultants do not include salaried staff;

“**mandate**” and “**mandated**” refers to the requirement of the Crown that the claimant body whose claims are defined in the Second Schedule herein determine those persons who shall have ultimate responsibility for negotiating the Port Nicholson Block Treaty breach redress with the Crown and “**mandating**” shall have a corresponding meaning;



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“meetings” includes attendance by teleconference as well as meeting by actual attendance at an agreed venue;

“negotiators” shall be those persons referred to in the Third Schedule herein and approved by the mandated committee and appointed by the operations team under the direction of the mandated committee who have responsibility for the direct negotiation of any Port Nicholson Block Treaty breach claim with the Crown;

“operations team” is the body of persons appointed by the mandated committee with day to day responsibility for the management of the negotiating process. The operations team and its functions are further described in the Third Schedule. The composition of the operations team may change to take account of particular claims being negotiated;

“Port Nicholson Block Claims” means the Port Nicholson Block Claims or any one of them as set out in Schedule 2 below and includes seeking redress for matters not subject to specific claim but ancillary or related to any existing claim and matters not claimed but concerning breaches or alleged breaches of the Treaty within the Port Nicholson Block claim rohe;

“the mandated committee” being the body of persons mandated by the registered claimants to the Port Nicholson Block claims to have governance responsibility for the negotiation of the Port Nicholson Block claims;

“related claims” refers to a claim or claims in respect of Treaty breaches which while not necessarily referred to in any pleadings or evidence concerned with the Port Nicholson Block Claims is/are nonetheless considered by the mandated committee and/or the operations team to be of sufficient relevance to the Port Nicholson Block claims that the claim or claims ought to be brought forward for negotiation with the Crown.

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“the Port Nicholson Block” refers to all the shaded land as delineated and shown on Map 3 at page 15 of the Waitangi Tribunal Report 2003 “Te Whanganui a Tara Me Ona Takiwa” and being the “Report on the Wellington District” a copy of which is annexed to this Deed of Agreement as Schedule 4.

“the interim working party” being the body of persons who assisted to determine who should be proposed for mandating to negotiate the Port Nicholson Block claim and who determined the principles, processes and protocols by which the mandated persons ought to be bound in exercising their authority and carrying out the business of the mandated committee;

“Treaty” means the Treaty of Waitangi;

“Treaty breach” includes any and all Treaty breaches proved or otherwise and identified by any claimant to the Port Nicholson Block claims as a matter to be raised for negotiation in pursuant of redress from the Crown and in respect of the Treaty breach or breaches.

“Wai” is the prefix to a unique claim filing number allocated by the Waitangi Tribunal to each claim for Treaty breach or breaches filed with the Waitangi Tribunal.

BACKGROUND

1. The Port Nicholson Block was a large tract of land in and around Whanganui A Tara which was purportedly sold by resident Chiefs to Edward Gibbon Wakefield of the New Zealand Company in 1839. That tract of land came to be extended by the Crown to include part of the south west coast in 1844 and in its entirety is the Port Nicholson Block.

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2. From 6 February 1840 onward the Crown committed a series of Treaty breaches relating to the Port Nicholson Block lands.
3. A number of claimants brought claims to the Waitangi Tribunal alleging Treaty breaches by the Crown and concerned with the Port Nicholson Block lands. The individual claimants with their Waitangi Tribunal claim reference detail are set out in Schedule 1 annexed to this Deed of Agreement.
4. The Waitangi Tribunal has sat and heard evidence relating to the claims in Schedule 1 and its Report of 2003 entitled *Te Whanganui A Tara Me Ona Takiwa – Report on the Wellington District* was released to Port Nicholson Block claimants at Pipitea Marae on 17 May 2003.
5. The Crown requires that a group of persons be identified to it as persons entrusted by the Port Nicholson Block claimant beneficiaries with the responsibility for the negotiation of the settlement of the Waitangi Treaty claims generally identified in Schedule 2 to this Deed and the related claims and these persons collectively being referred to as the mandated committee.
6. To that end certain persons are being put forward to be mandated persons together comprising the mandated committee. This committee will have an oversight governance responsibility for claim settlement negotiation of the Port Nicholson Block claims and related claims appearing in Schedule 2.
7. Over a series of 12 hui and workshops held between 30 May 2003 and 17 July 2003 members of the Interim Working Party and supported by others worked to establish who should be put forward to the claimant beneficiary community for mandating and the Interim Working Party developed a series of principles.

V.B.
C.L.

processes and protocols by which the claimant negotiation objectives ought to be pursued.

- 8. It is believed that those being put forward for mandating, as a requirement of being put forward to the claimants for claimants to vote upon, should first sign to this Deed as evidence of the principles and values they will apply and adhere to in pursuit of claims settlement.
- 9. The fact of signature and commitment to the provisions in this Deed by each signatory is to be publicly stated at all mandating hui and the undersigned acknowledges this and consents to this Deed being made publicly available to claimant beneficiaries who seek a copy of it.

THIS DEED therefore records the following matters of agreement between the undersigned proposed persons for mandating and Ralph Heberley Ngatata Love, Chief Claimant for the Wai 145 claim as follows:

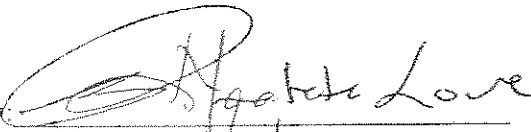
- 1. The proposed persons for mandating named in this Deed agree by signing to this Deed to let their names go forward to be voted upon for mandating by all claimants and claimant beneficiaries under the Port Nicholson Block claims and as defined in Schedule 2 annexed to this Deed of Agreement.
- 2. In entering into this Deed of Agreement the undersigned proposed persons for mandating agree jointly and severally that if mandated, they will represent both their specific claimant beneficiary interests and the broad claimant beneficiary interests in the Port Nicholson Block claims and in so doing further agree to be bound by the principles, processes and procedures for management of the Port

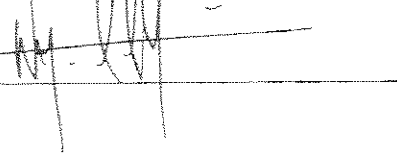
v B

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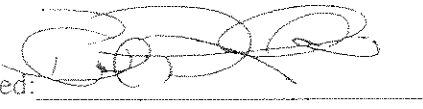
Nicholson Block claim treaty breach negotiations as set out in Schedule 3 annexed to this Deed of Agreement and as adopted by each and every signatory to this Deed.

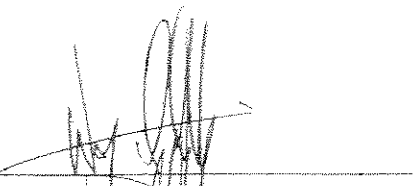
Dated at Wellington this 16th day of August 2003.

Signed by: 
Ralph Heberley Ngatata Love
Chief Claimant for the WAI 1145 Claim

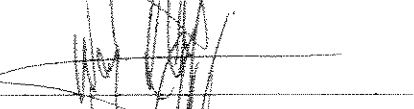
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Proposed persons for mandating:

Signed: 

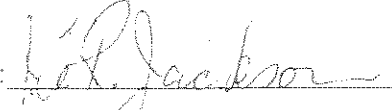
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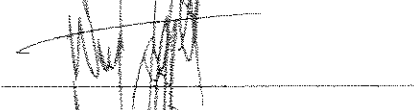
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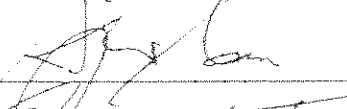
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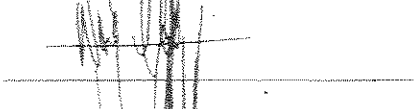
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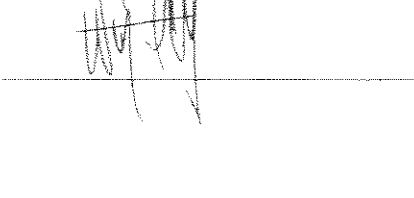
Signed: 

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Witnessed by: 







V.B.

Signed: H. O. [Signature] Witnessed by: [Signature]

Signed: Mark [Signature] Witnessed by: [Signature]

Signed: [Signature] Witnessed by: [Signature]

Signed: _____ Witnessed by: _____

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FIRST SCHEDULE

Beneficiary Group

The claimant beneficiary group entitlement is founded on those who can whakapapa (genealogy) by direct line of descent to:

1. The original beneficiaries of the September 27, 1839, Port Nicholson Block purchase deed and being of;
 - Te Atiawa at Te Whanganui a Tara and parts of the south-west coast;
 - Taranaki and Ngati Ruanui at Te Aro;
 - Ngati Tama at Kaiwharawhara and environs, and parts of the south-west coast.
2. The persons listed in the Schedule to the Declaration of the native Land Court in Wellington, dated April 11, 1888; or
3. Other persons who whakapapa to Taranaki whanui of Te Atiawa at Te Whanganui a Tara and parts of the south-west coast, Taranaki and Ngati Ruanui at Te Aro, Ngati Tama at Kaiwharawhara and environs, and parts of the south-west coast not named in (1) or (2) above, but who lived within the Port Nicholson Block, Wellington District, as at February 6, 1840; or
4. Adopted persons, and their descendants (blood or whangai) where the adoptive parent(s) can whakapapa to a blood descendant of any of the original beneficiaries as set out in (1) to (3) above.

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SECOND SCHEDULE

WAITANGI TRIBUNAL CLAIM SCHEDULE RELATING TO UPHELD OR
UNDER NEGOTIATION TARANAKI WHANUI CLAIMS TO THE
PORT NICHOLSON BLOCK

Claim Number	Name of Claim	Principal Claimant
Wai 145 Love (Filed as Wai 54)	Port Nicholson Block, WTT, PNMR	Makere Rangiatea Ralph and Ngatata Ralph Heberley Love : Wellington Tenth's Trust and Palmerston North Maori Reserves
Wai 105 Wai 183 Wai 377	Hutt Section 19 Korokoro Urupa Kaiwharawhara & Hutt	Ihakara Porutu Puketapu Enuera Nia David Churton and Michelle Marino
Wai 442 Wai 562 Wai 571	Waiwhetu Pa land Pipitea Pa & street properties Section 1, Pipitea Street (Resumption Claim)	Mark Te One and others Kara Puketapu Ngatata Ralph Heberley Love
Wai 660 Wai 735	Hutt Section 19 (part of) Whanganui A Tara (Ngati Tama)	Anne Reweti Te Puoho Katene and Te Taku Parai

THIRD SCHEDULE
PROTOCOLS

The Parties to this Agreement agree as follows:

Introduction

1. The mandated committee shall have responsibility for oversight of the negotiation of all claims as appearing in the First Schedule relating to the Port Nicholson Block claims.
2. The mandated committee will normally meet once a month to receive reports from the operations team on progress, and, where appropriate to give advice and direction to the operations team.
3. The mandated committee and operations team shall be chaired by the Chief Claimant of Wai 145; or in his absence by a person voted to that position to chair that meeting by the respective bodies.
4. The operations team shall comprise a group of persons appointed by the mandated committee. The operations team shall have the day to day responsibility for progressing negotiation in respect of the Port Nicholson Block claims. The operations team may include salaried staff and consultants. It will be the responsibility of the operations team to service and support the mandated committee and the negotiators. The operations team may, and having regard for a particular claim or claims being negotiated, co-opt persons with particular skills as required but shall report on such co-opting to the mandated committee. The operations team may establish a working party or working parties for the purpose of assisting to research on and prepare for the negotiation of claims or parts of claims and shall report to the mandating committee on the establishment of such working parties and the work they are or may be carrying out.

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5. The operations team shall have responsibility for appointing consultants to aid or take part in the negotiation process. The operations team shall establish a limited liability company for the purpose of entering into contractual relations with the consultants. The directors of the company shall include the mandated committee Chair or his nominee, a further nominee from the mandated committee and a member of the operations team.
6. No consultant shall be paid without the consultant's account first being approved for payment by the operations team.
7. Consultants will be required to bill monthly and will be paid monthly.
8. Consultants will receive written instruction and direction from the Chair of the operations team or his nominee. Solely in his or her capacity as a director of the operations team company may that person create contractual relationships between the operations team company and the consultants. No other person is authorised to enter into contractual relations with consultants or others on behalf of the mandated group or operations team other than Chair of the limited liability operations team or his nominee.
9. The operations team company shall be required to seek and make reasonable efforts to acquire directors' professional indemnity insurance for all directors and senior management.

Negotiators

10. The mandated committee recognizes that different Waitangi Tribunal "Wai" claim negotiations as set out in Schedule 2 to this Deed ought to be led by the named claimant or claimants for that particular claim or a person delegated to that task by the claimant grouping in the named claimants stead.
11. In respect of the individual claims the lead negotiator for individual claims can expect to call on the resources of the operations team for full negotiating team support in respect of a specific negotiation, and, as determined by the lead negotiator for the specific claim. Those



resources will be offered subject to availability and realistic assessment of budget and need by the operations team including, but not limited to, consideration of cultural significance and also cost against prospective benefits to a particular claimant grouping.

12. Where individual claimants seek or require resources or work to be done outside of the operations team membership and its supporting consultancy such additional work will be at the sole cost and responsibility of that individual claimant.

Claim Cost Refund

13. It is acknowledged that the Wellington Tenth Trust and the Palmerston North Maori Reserves Trust have together paid a sum in excess of \$2 million to finance the research, reporting and hearing of the Wai 145 and certain other related Port Nicholson Block claims. Additionally it is acknowledged that the Wellington Tenth Trust and Palmerston North Maori Reserves Trust have together been funding the premandating processes. It is further acknowledged that other Wai claimant parties will also have carried hearing and pre-mandating costs. The parties to this Deed of Agreement agree that the first call on reimbursement monies received from the Crown shall be the repayment of the claims and mandating costs borne by the Wellington Tenth Trust and the Palmerston North Maori Reserves Trust and other claimants. The parties further agree that for such payments to be received it shall be on presentation to the mandated committee of audited accounts and which accounts must be accepted by the Office of Treaty Settlements as satisfactory such as to justify Crown recompense. The mandated committee if required by the Office of Treaty Settlements, shall forthwith authorise payment by the Crown to the specified claimant or claimant body recompense for costs and disbursements.

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14. It is recognised that the Crown may specifically allocate a sum towards meeting all or part of the Wai 145 claim and mandating costs and disbursements and similarly with other claimant claim and mandating costs and disbursements. The parties acknowledge that in the event that there is any shortfall between a Crown awarded sum as contribution to Treaty claims and mandating costs that such shortfall will be paid as a first call upon the general settlement monies to the audited and Office of Treaty Settlements accepted claimant accounts referred to in paragraph 13 above.

Decision Making

15. The Mandated Committee shall reach decisions by consensus, and, a consensus determination shall be required for the passing of all resolutions.

Proposed Mandated Committee Member Criteria For Being Put Forward For Mandating:

16. These criterion to be applied to each prospective mandating committee member were established in consultation with the working group. Each signatory to this Deed acknowledges the criteria as being able to apply to that person:

1. Can represent all interests of Taranaki Whanui claimant beneficiaries;
2. Has the necessary skills, competence, time and experience;
3. Demonstrates leadership;
4. Is a team player;
5. Conducts themselves in an ethical manner and is respected;
6. Has good communication skills;
7. Has a degree of standing in the community;

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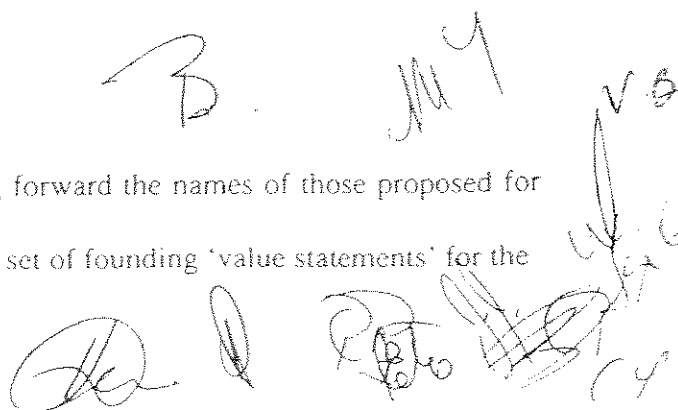
8. Can do the job and be goal focused;
9. Has no conflicts of interest in respect of claims outside of the Port Nicholson Block;
10. Is one claim focused.

Mandated Committee

17. The mandated committee objectives are:
 - To oversee negotiation of the most strategic settlement possible, and ideally within two-years.
 - To utilise in negotiation all legal measures to ensure the quantum reflects the uniqueness of Te Whanganui A Tara Me Ona Takiwa and the legitimacy of the claims.
 - To ensure negotiations cater for all claims in a fair and consistent manner.
 - To obtain a settlement that enables Taranaki Whanui to maximise opportunities in commerce, business, education, health and social services.
 - To recommend structures for the future as part of preparation for receiving settlement.
 - To prepare post settlement structures and systems that protect resources, mitigate compliance costs and enable resource growth and development.

Foundation – Values

18. The interim working party which helped to bring forward the names of those proposed for the mandating committee in so doing developed a set of founding 'value statements' for the


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collective mandated committee to adopt as a basis for moving forward. These value statements set in place the benchmark for the relationship between members of the mandated committee with each other and as a collective with other parties. In signing to this Deed each person ascribes to these four founding values.

1. Respecting the collective and respective mana of the Taranaki iwi.
2. Ensuring all claims are included, represented and supported through negotiations.
3. Recognising the wrongs were created and continue to be sustained by the Crown.
4. Honouring the work, resources and perseverance of those who lodged and fought the Crown to gain justice.

Principles

19. The prospective mandated committee members each commit to and agree to be bound by the principles and behaviours as set out below if voted to become a member of the mandated committee:

Principle	Description	Expected Behaviour
Integrity	Ethics, honourable and stewardship	Behaviour that is moral, principled and honourable
Just	Pursuit of objective fairness for the parties involved	Behaviour that is considered, appropriate and fair-having regard for relevant information and the law and advice received
Honesty	Truthfulness and openness	Behaviour that is frank and non-deceptive
Manaakitanga	Generosity, contributing and caring	Behaviour that is reciprocal and gives more than demands or takes

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Whanaungatanga	Inter-relationships and connectedness	Behaviour that acknowledges and reinforces relationships between our tupuna and iwi
Recognition	Thoughtfulness, understanding and acknowledgement	Behaviour that seeks to understand the history of the claim -all points of view and the ability to give credence to them
Respect	Courteous, considerate and empathic	Behaviour that is accepting of an individuals right to differing points of view and a willingness to work towards consensus decision making
Loyal	Unity and commitment	Behaviour that is supportive of each other and not undermining of individual or group decisions
Transparency	Open and regular communication	Behaviour (subject to confidentiality requirements) informs of relevant information on a regular basis so that persons can understand and therefore be able to question matters and issues
Confidentially	Non-disclosure of information	Behaviour that recognises that negotiation can be damaged by disclosure of strategy and information and therefore ensuring no verbal, written, or electronic communication other than authorised takes place
Whakapapa	Iwi bloodlines	Behaviour that

Positive	Constructive, creative and innovative	recognizes that beneficial interests must be determined by whakapapa Behaviour that is constructively critical, that looks for opportunities and solutions
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Mandated Committee Functions and Responsibilities:

20. The signatories to this Deed agree to accept the following functions and responsibilities as members of the mandated committee:

- To ensure broad base representation;
- To comprehend the Wellington claims;
- To set the negotiation framework;
- To appoint and monitor negotiators for different aspects of the negotiations;
- To understand the Crown processes and engage with Officials and Ministers;
- To understand technical demands (valuations, economics, fiscal, cultural); and
- To protect the integrity of the negotiation and mitigate against risks of the negotiation being imperiled (legal and others).

Kaupapa – Vision Statement

21. The interim working party developed a Kaupapa – Vision Statement which it requires the mandated committee to hold before them during the negotiation process. The Kaupapa recognises that the negotiated outcomes are for the future as well as the present. Mandated committee members as signatories to this Deed of Agreement commit to the following:

The future is where there are no compromises to our tikanga, values and principles. That the descendents of Taranaki Whanui will be recognised as the height of excellence in:

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1. Te Reo me ona tikanga;
2. Business and commercial practice;
3. Health, education and social statistics;
4. Health, education and social service provision;
5. Leadership locally, nationally and internationally; and
6. Relationships with the Crown, local government, taurahere and businesses in Te Whanganui A Tara.

Dispute Resolution

22. In the event that a difference should arise between an individual claimant or claimants or their representatives and such person or persons are signatories to this Deed and the mandated committee or should a difference arise between the mandated committee members or between the mandated committee and the operations team of a kind which cannot be resolved by consensus resolution and/or agreement and which could or does impede negotiation progress then the following steps shall apply:

.1 the parties in conflict shall agree the appointment of two people to a Review Panel. The two Review Panel appointees shall agree the appointment of a third person to comprise the Review Panel. The Review Panel should meet with the parties within seven days of their appointment.

2. Within 21 days the parties and the Review Panel shall meet for the views to be put to the Review Panel for joint discussion and for the Review Panel to then consider. The Review Panel shall then provide a non-binding expression of opinion as to:

- whether a particular view is correct, and/or
- whether a particular course of conduct should be followed

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- such other advice as the Review Panel may consider appropriate for the purpose of resolving the dispute and to ensure that negotiation progress is not further impeded.

.3 the Review Panel may also offer possible solutions to the parties such as to resolve the dispute.

.4 the Review Panel may meet with the parties separately or together and may discuss the issues with such person or persons as they or the parties may think appropriate.

23. In the event that the Review Panel recommendation is not accepted by the parties and/or in the event that the Review Panel fails to sit to determine the dispute within 30 days of the notice of dispute having been given (whichever event is the sooner) then either party may refer the dispute to mediation in which case the following provisions will apply:

.1 The mediator must be selected from the Panel of Mediators held by the Arbitrators' and Mediators' Institute of New Zealand Inc. (the Institute);

.2 In the absence of agreement as to management of costs the costs of the mediation shall be borne equally by the parties;

.3 The mediator shall determine the kawa including the venue for the mediation and may consult with Kaumata and the parties to seek views as to the preferred kawa and venue;

.4 In the event that the parties are unable to agree a mediator the President for the time being of the Institute shall appoint a mediator from the Institute's Panel of Mediators and the parties shall accept that appointment;

.5 In the event that mediation does not achieve resolution of the dispute, within 60 days of the mediator having been appointed, the matter shall at the request of either party to the dispute be determined by arbitration pursuant to the Arbitration Act 1996.

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The arbitrator shall be chosen from the panel of arbitrators held by the Institute and in accordance with the following procedure;

.6 In the event that the parties are unable to reach prompt agreement as to the arbitrator, then within seven days of the failed mediation either party may put forward to the other party at least three names from the Institute's Panel of arbitrators, for that other party to select from those names an arbitrator for appointment. In the event that following five clear days of appointment request no appointment is made from the three names put forward then either party may apply to the President for the time being of the Institute who shall appoint an arbitrator from the Institute's Panel;

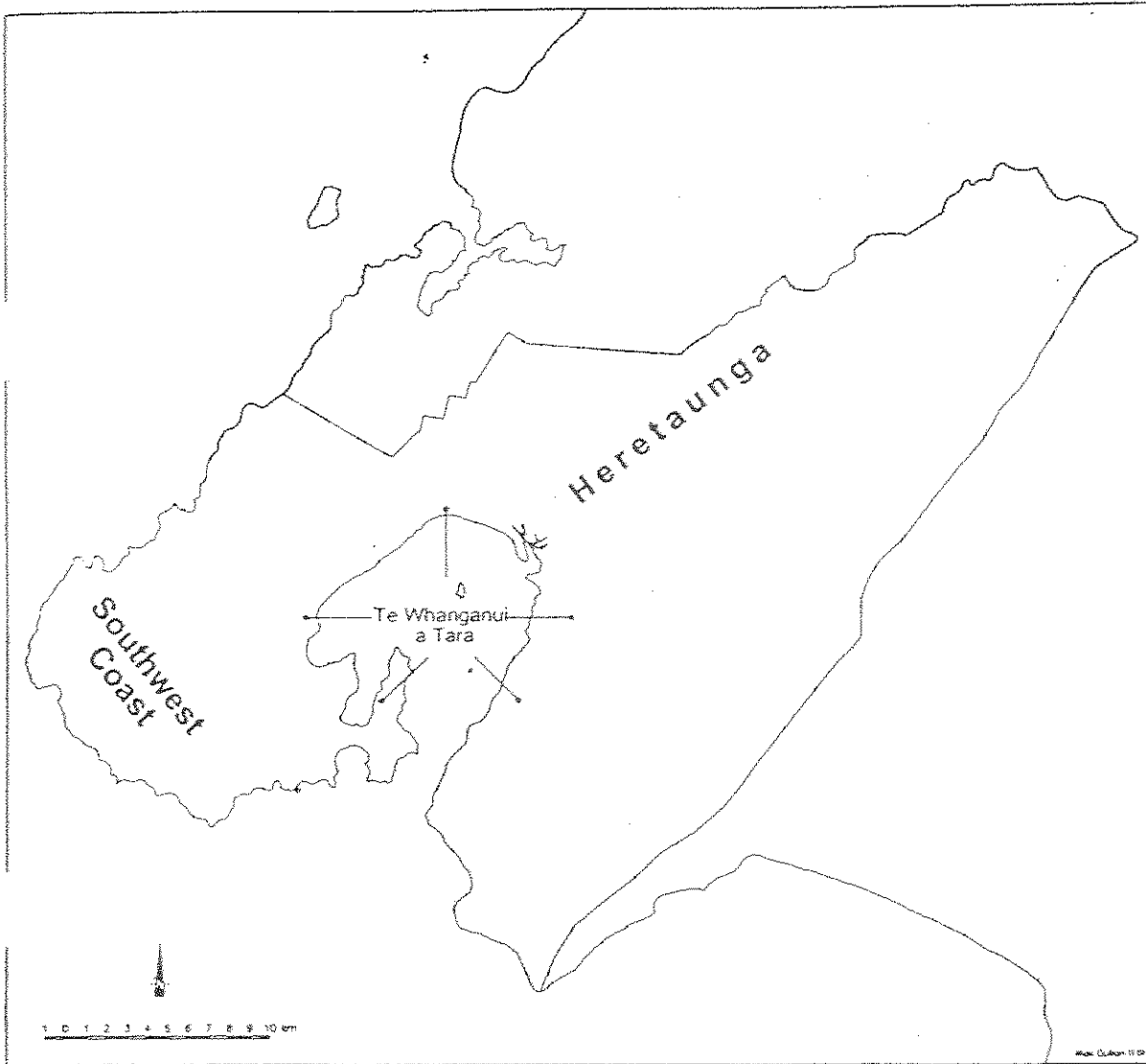
.7 The arbitrator shall determine the kawa and venue for the arbitration and may at the discretion of the arbitrator consult with Kaumata and/or the disputing parties before determining the kawa and venue for the arbitration;

.8 The arbitrator shall determine the costs of the arbitration and who shall pay them.

24. For the purpose of service of notices under the Dispute Resolution provisions notice shall be deemed to have been given if sent by registered mail to the person's last known postal address as held by the Port Nicholson Block operations team or by fax to that person's last known fax number as held by the operations team and supported by a confirming "OK" or equivalent fax transmission sheet or to that person's last known email address as held by the operations committee and supported by a confirming "received and opened email" transmission acknowledgement.

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SCHEDULE 4



Map 3: Areas within the Port Nicholson block

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DEED OF AGREEMENT

between

**THE MINISTER IN CHARGE OF TREATY
OF WAITANGI NEGOTIATIONS**

ON BEHALF OF THE CROWN

and

**RALPH HEBERLEY NGATATA LOVE
ON BEHALF OF HIMSELF AND ON BEHALF OF
THE BENEFICIARIES OF THE WELLINGTON TENTHS TRUST**

IN RELATION TO CLAIM WAI 145

THIS FINAL AGREEMENT is made on the 28th day of May 1997

BETWEEN

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations ("the Crown")

AND

RALPH HEBERLEY NGATATA LOVE FOR AND ON BEHALF OF THE TRUSTEES AND THE BENEFICIARIES OF THE WELLINGTON TENTHS TRUST ("the Claimants")

BACKGROUND

- A On 23 December 1987, a claim was lodged with the Waitangi Tribunal by Makere Rangiatea Ralph Love and Ralph Heberley Ngatata Love which included a claim on behalf of beneficiaries of the Wellington Tenths Trust ("the Trust"). The claim was registered with the Waitangi Tribunal as WAI 145. Urgency was granted to parts of the claim, and was finally limited to that part which related *inter alia* to the Trust's reserved lands leased to the Crown under leases in perpetuity ("the leasehold interests") over numbers 9, 13 and 15 Pipitea Street Wellington ("the properties"). The legal description of these properties is set out in **Schedule A** to this Deed of Agreement.
- B By Memorandum to the Waitangi Tribunal dated 19 April 1991 the Crown acknowledged that the provisions of the Maori Reserved Land Act 1955 disadvantage Maori owners in that their ability to receive a fair return on assets is constrained.
- C The leasehold interests in the properties were formerly owned by the Crown pursuant to the Maori Reserved Land Act 1955. On 6 June 1990 the leasehold interests in the properties were acquired by Government Property Services, Pipitea East Limited under s 25(1) of the State-Owned Enterprises Act 1986. The leasehold interests in the

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properties were subject to memorials under s 27A of the State-Owned Enterprises Act 1986. On the 27th of January 1994 the leasehold interests of the properties were transferred to Government Property Services Limited ("GPS").

D In November 1994 the Minister in Charge of Treaty of Waitangi Negotiations was authorised by the Cabinet to enter into discussions with the Trust and the Chief Executive of GPS, the lessee of the properties, about the Crown purchasing the leasehold interest of GPS in the properties for transfer to the Trust by way of a settlement associated with the wider Wellington Tenths Trust (Wai 145) claim. On the authority of the Minister in Charge of Treaty of Waitangi Negotiations, discussions have taken place between the Department of Survey and Land Information (DOSLI, now Land Information New Zealand), as the Crown's agent, and GPS, concerning the purchase of the leasehold interests by the Crown. Discussions have also occurred between The Office of Treaty Settlements and the Trust concerning:

- (i) the proposed surrender of the leasehold interests from the Crown to the Trust;
- (ii) the carrying out by the Crown of certain structural repair and maintenance work to the buildings on the properties; and
- (iii) the payment by the Crown of the sum of \$70,000 to the Wellington Tenths Trust towards the cost of interior refurbishment of the properties (subject to clause 9 which provides for the parties' intentions as to Goods and Services tax ("GST"))

E On the authority of the Minister in Charge of Treaty of Waitangi Negotiations DOSLI and GPS agreed that the Crown would purchase the leasehold interests in the properties for the sum of \$340,000 plus GST (if any) and an agreement for sale and purchase for that sum has been executed.

F It is Crown policy that the condition precedent for surrendering the Crown's interests in the properties to the Trust shall be that the memorials to which the leasehold interests in

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the properties are subject under s 27A of the State-Owned Enterprises Act 1986 shall be discharged or cancelled pursuant to the provisions of ss 8D and 8E of the Treaty of Waitangi Act 1975 ("the Act").

G The Crown, in accordance with that policy, applied to the Waitangi Tribunal under s 8D of the Act for a recommendation that the properties be no longer subject to resumption under s 27B of the State-Owned Enterprises Act 1986. The Tribunal being satisfied that all the necessary steps had been taken under the Act and in accordance with its Directions, has issued a recommendation on 18 September 1996 that the leasehold interests in the properties be no longer subject to resumption under s 27B of the Act.

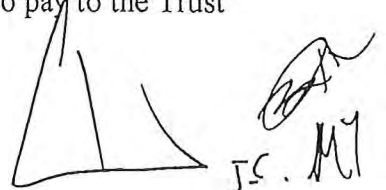
H Pursuant to s 8E of the Act, the District Land Registrar on 23 October 1996 discharged the memorials on the titles to the leasehold interests in the properties.

I In this Deed of Agreement, references to a settlement in relation to the leasehold interests in the properties shall mean a settlement the value of which shall be charged against any future settlement of the wider Wellington Tenth Trust (Wai 145) claim (and any other claim present or future of the Claimants in respect of the same lands, properties, interests or assets, howsoever arising, whether pursuant to the Treaty of Waitangi or otherwise).

ACCORDINGLY, in the spirit of co-operation and good faith and in consideration of the respective obligations and agreements contained in this Deed of Agreement, and with the intention to create binding legal relations, the Crown and the Claimants agree as follows:

(a) Agreements made by the Crown

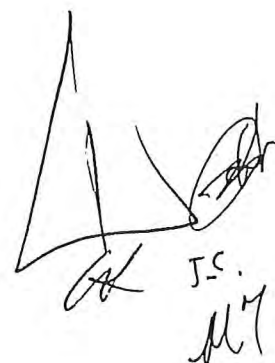
1. On the day after this Deed has been signed by the Crown and by the Claimants ("the Surrender Date"), the Crown will surrender the leasehold interests in the properties to the Trust by way of a settlement that will be charged against any future final settlement of the wider Wellington Tenth Trust (Wai 145) claim. The Crown shall also pay to the Trust



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on the Surrender Date the sum of \$70,000.00 ("the Cash Payment") (subject to clause 9 as to GST).

2. The value of the settlement that will be charged against any future settlement of the Wai 145 claim will be \$412,300.00, comprising the surrender price for the leasehold interests in the properties of \$340,000.00 and the Cash Payment (both subject to clause 9 as to GST), together with the sum of \$2,300.00, being the Crown's net holding costs on the properties prior to 25 October 1995 ("Holding Costs"), but not including any GST paid by the Crown in relation to those holding costs.
3. The Crown has, after consultation with the Trust, undertaken certain structural repairs and maintenance work on the buildings situated on the properties ("the Crown's Works"), and the Crown has completed those works to a reasonable standard and in accordance with local body requirements and the Building Act 1991.
4. Until the Surrender Date, the Crown shall have possession of the properties and shall until that date:
 - (i) pay the local authority rate on the leasehold interests at 13 and 15 Pipitea Street; and
 - (ii) pay to the Trust the ground rental payable under the Leases of the properties at 13 and 15 Pipitea Street.
5. The cost of the Crown's works shall be treated as compliance by the Crown with its obligations as lessee under the Leases and shall not form part of or be charged against any future settlement in relation to the wider Wellington Tenth Trust (Wai 145) claim or any future claim or entitlement of the Wellington Tenth Trust.



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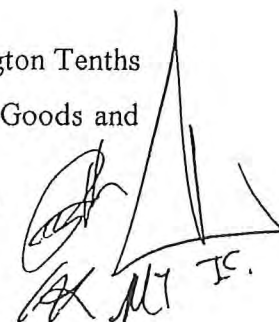
(b) Agreements made by the Claimants

6. The Claimants accept the surrender of the Crown's leasehold interests in the properties to the Trust by way of a settlement that is charged against the wider Wellington Tenth Trust (Wai 145) claim.
7. The Trust acknowledges that the sum of \$412,300.00, comprising the surrender price for the leasehold interests in the properties of \$340,000.00 and the Cash Payment (both subject to clause 9 as to GST), together with the Holding Costs (but not including any GST paid by the Crown in relation to those Holding Costs) will be charged against any future settlement of the wider Wellington Tenth Trust (Wai 145) claim.
8. The Trust acknowledges that the Crown has, after consultation with the Trust, undertaken the Crown's Works referred to in clause 3 herein and has completed those works to a reasonable standard and in accordance with local body requirements and the Building Act 1991; and the Trust also acknowledges that number 9 Pipitea Street is currently occupied by certain persons with no formal agreement or understanding with the Crown, and accepts that possession will be granted to it subject to that occupancy.

(c) Goods and Services Tax

9. The parties intend that the two transactions as set out in clause 1 of this Deed, pursuant to which the properties are transferred to the Wellington Tenth Trust and a Cash Payment is made to the Wellington Tenth Trust, shall be without any obligation for the Wellington Tenth Trust to account to the Inland Revenue Department for any GST. If a GST liability exists or arises, it is intended by the parties that no net detriment or benefit should result to the Wellington Tenth Trust or to the Crown. Accordingly, the parties agree:

- (i) If the transactions set out in clause 1 of this Deed result in the Wellington Tenth Trust being required to account for output tax as provided by the Goods and



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Services Tax Act 1985, the Crown will indemnify the Wellington Tenth Trust against that GST liability and, on the day on which the Wellington Tenth Trust accounts to the Inland Revenue Department for such output tax, the Crown must (subject to subclause (ii) below) pay to the Wellington Tenth Trust an amount equal to the amount paid by the Wellington Tenth Trust to the Inland Revenue Department in respect of that GST liability and any GST paid on that payment;

- (ii) if, for whatever reason, the Wellington Tenth Trust obtains a refund or credit in respect of any output tax for which an indemnity payment is made by the Crown under clause 9, then on the day following the day on which the refund or credit arises, the Wellington Tenth Trust must pay to the Crown an amount equating to the refund or credit together with any interest payable by the Commissioner of Inland Revenue on or in respect of that refund or credit.

(d) Declaration of Authorisations to Conclude Deed of Agreement

10. The Crown declares that the Minister in Charge of Treaty of Waitangi Negotiations is authorised to sign this Deed on behalf of the Crown.
11. The Trustees of the Wellington Tenth Trust confirm by their execution of this Deed that they are the legitimate representatives of the beneficiaries of the Wellington Tenth Trust acting on behalf of the beneficiaries; and that they are satisfied that after notifying the beneficiaries of the Wellington Tenth Trust by Annual Report of the Wellington Tenth Trust 1993/94 and 1994/95, and after advising the beneficiaries of this settlement which will be charged against any future settlement of the wider Wellington Tenth Trust (Wai 145) claim at a principal meeting of the beneficiaries held at the Pipitea Marae on 11 May 1996, that they are authorised by the beneficiaries of the Wellington Tenth Trust to agree to this settlement by the surrender of the leasehold interests in the properties to the Wellington Tenth Trust; and that the Wellington Tenth Trust enters into this Deed with the full authority and knowledge of the beneficiaries of the Wellington Tenth Trust.

Handwritten signature and initials, including 'J.C.' and 'MT'.

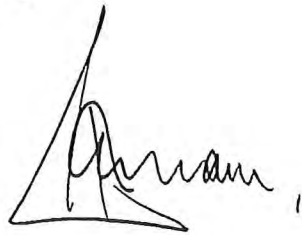
(e) **Implementation of this Deed of Agreement**

12. The Crown and the Claimants agree that the leasehold interests in the properties shall be surrendered to the Trust on the Surrender Date by way of a settlement that is charged against the wider Wellington Tenths Trust (Wai 145) claim.

13. Within two months of the Surrender Date the Crown and the Claimants will file with the Waitangi Tribunal a joint memorandum, together with a copy of this Deed, informing the Waitangi Tribunal that a settlement has been reached in relation to the properties at 9, 13 and 15 Pipitea Street Wellington which are associated with the wider Wellington Tenths Trust (Wai 145) claim, and the nature of that settlement.

DATED this 28th day of May, 1997

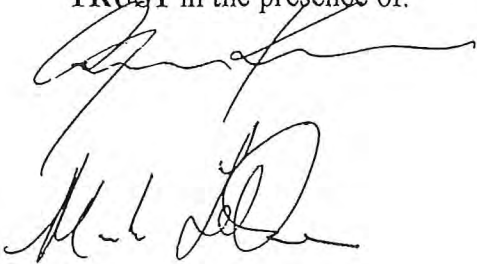
SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
in right of New Zealand of)
DOUGLAS ARTHUR)
MONTROSE GRAHAM)
Minister in Charge of Treaty of)
Waitangi Negotiations)
in the presence of:)



*Julie Craig
Acting Group Manager
Office of Treaty Settlements*



SIGNED by)
RALPH HEBERLEY)
NGATATA LOVE)
for and on behalf of)
the Trustees and the)
Beneficiaries of)
THE WELLINGTON TENTHS)
TRUST in the presence of:)



*Grant Kennedy
33 Tuiwaka Road
Bell Block Taranaki*

*Mark E. Oke
32 Wellington Rd
Paikakaiki*

SCHEDULE A**1. Description of Leasehold Interests**

FIRSTLY, part sections 542 and 543 Town of Wellington containing 713 m² more or less being all the land in Leasehold Certificate of Title 37C/574 (Wellington Land Registry) **LIMITED AS TO PARCELS SUBJECT TO** Memorandum of Lease no 478038 and Memorandum of Extension 905012.1; and

SECONDLY, part section 543 Town of Wellington containing 169 m² more or less being all the land in Leasehold Certificate of Title 37C/575 (Wellington Land Registry) **LIMITED AS TO PARCELS SUBJECT TO** Memorandum of Lease no 445167 and Memorandum of Extension no 482206.1; and

THIRDLY, part section 543 Town of Wellington containing 202 m² more or less being all the land in Leasehold Certificate of Title 37C/576 (Wellington Land Registry) **LIMITED AS TO PARCELS SUBJECT TO** Memorandum of Lease no 445166 and Memorandum of Extension no 482206.2.

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE
AND HERITAGE REGARDING INTERACTION WITH TARANAKI WHĀNUI KI TE UPOKO O
TE IKA ON SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 19 August 2008 between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Protocol") setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the "Chief Executive") will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2;
 - 1.1.2 Terms of issue – Part 3
 - 1.1.3 Implementation and communication – Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
 - 1.1.6 Taranaki Whānui ki Te Upoko o Te Ika Ngā Taonga Tūturu held by Te Papa Tongarewa – Part 7
 - 1.1.7 Effects on Taranaki Whānui ki Te Upoko o Te Ika's interest in the Protocol Area – Part 8
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 9
 - 1.1.9 Board Appointments – Part 10
 - 1.1.10 National Monuments, War Graves and Historical Graves – Part 11
 - 1.1.11 Grave of Honiana Te Puni – Part 12
 - 1.1.12 History publications relating to Taranaki Whānui ki Te Upoko o Te Ika – Part 13
 - 1.1.13 Cultural and/or Spiritual Practices and Tendering – Part 14
 - 1.1.14 Consultation – Part 15
 - 1.1.15 Changes to legislation affecting this Protocol – Part 16
 - 1.1.16 Definitions – Part 17
- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whanau, hapū, and iwi of Taranaki Whānui ki Te Upoko o Te Ika who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The Ministry and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the

Treaty of Waitangi provides the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

- 1.4 The purpose of the Protected Objects Act 1975 is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in Clause 1.1.

2 **PROTOCOL AREA**

- 2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

3 **TERMS OF ISSUE**

- 3.1 This Protocol is issued pursuant to section 17 of the Port Nicholson Block (Taranaki Whānui ki Te Upoko) Claims Settlement Act 2009 ("the Settlement Legislation") that implements the Taranaki Whānui ki te Upoko o Te Ika Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 **IMPLEMENTATION AND COMMUNICATION**

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry Managers and staff;
 - 4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;
 - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;
 - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
 - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE PROTECTED OBJECTS ACT 1975

General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
 - 5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

- 5.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Applications for Custody

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:
- 5.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tūturu;
 - 5.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 5.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Taranaki Whānui ki te Upoko o te Ika origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Taranaki Whānui ki te Upoko o te Ika origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of his or her decision.

6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
- 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7. TARANAKI WHĀNUI KI TE UPOKO O TE IKA NGA TAONGA TUTURU HELD BY TE PAPA TONGAREWA

- 7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with the governance entity, for the purposes of Te Papa Tongarewa compiling a full inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Taranaki Whānui ki Te Upoko o Te Ika; and
- 7.2 associated costs and/or additional resources required to complete the obligations under paragraph 7.1 will be funded by Te Papa Tongarewa, as resources allow.

8. EFFECTS ON TARANAKI WHĀNUI KI TE UPOKO O TE IKA'S INTERESTS IN THE PROTOCOL AREA

- 8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Taranaki Whānui ki Te Upoko o Te Ika interests in the Protocol Area.
- 8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Taranaki Whānui ki Te Upoko o te Ika interests in the Protocol Area.
- 8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and governance entity shall meet to discuss Taranaki Whānui ki Te Upoko o Te Ika interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

- 9.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

10. BOARD APPOINTMENTS

- 10.1 The Chief Executive shall:
- 10.1.1 notify the governance entity of any vacancies on Boards administered by the Ministry;
 - 10.1.2 include governance entity nominees in the Ministry for Culture and Heritage's Nomination Register, for consideration during the process of making Board appointments; and
 - 10.1.3 notify the governance entity of any appointments to any Boards administered by the Ministry, where these are publicly notified.

11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 11.1 The Chief Executive shall seek and consider the views of the governance entity on any national monument, war grave, historical grave or urupā, managed or administered by the Ministry, which specifically relates to Taranaki Whānui ki Te Upoko o Te Ika's interests.

12. GRAVE OF HONIANA TE PUNI

- 12.1 The Chief Executive shall have regard to the views of the governance entity in relation to any matters concerning the grave of Honiana Te Puni.

13. HISTORY PUBLICATIONS RELATING TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA

- 13.1 The Chief Executive shall:
- 13.1.1 provide the governance entity with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Taranaki Whānui ki Te Upoko o Te Ika, and will supply these on request; and
 - 13.1.2 discuss with the governance entity any work the Ministry undertakes that deals specifically or substantially with Taranaki Whānui ki Te Upoko o Te Ika.



14. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

- 14.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Taranaki Whānui ki Te Upoko o Te Ika within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- 14.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services.
- 14.3 The procurement by the Chief Executive of any such services set out in Clauses 14.1 and 14.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

15. CONSULTATION

- 15.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:
- 15.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
- 15.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 15.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;
- 15.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and
- 15.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

16 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 16.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- 16.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
- 16.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and
- 16.1.3 report back to the governance entity on the outcome of any such consultation.

17. DEFINITIONS

- 17.1 In this Protocol:

Chief Executive means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

Found has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust.

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tūturu has the same meaning as in section 2 of the Act and means:

an object that—

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been,—
 - (i) manufactured or modified in New Zealand by Māori; or
 - (ii) brought into New Zealand by Māori; or
 - (iii) used by Māori; and
- (c) is more than 50 years old

Taranaki Whānui ki Te Upoko o Te Ika has the meaning set out in clause 8.1 of the Deed of Settlement.

ISSUED on

SIGNED for and on behalf of THE
SOVEREIGN in right of
New Zealand by the Minister for Arts,
Culture and Heritage:



WITNESS



Name: John Harbord

Occupation: Advisor

Address: Wellington

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule); and

1.1.2 this protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section 17 of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section 18 of the settlement legislation provides that protocols do not restrict:

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (i) introduce legislation and change government policy; and

- (ii) interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of the responsible Minister or a responsible department; or
- (c) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

4 Enforcement of a protocol

4.1 Section 19 of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

5 Limitation of rights

5.1 Section 20 of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

THE SOVEREIGN IN RIGHT OF NEW ZEALAND

AND

THE NGĀTI PŌNEKE MĀORI ASSOCIATION INCORPORATED

AND

**THE TRUSTEES OF THE PORT NICHOLSON
BLOCK SETTLEMENT TRUST**

**DEED OF AGREEMENT
IN RELATION TO PIPITEA MARAE**

THIS DEED is made between

THE SOVEREIGN in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations (**Crown**)

AND

THE NGĀTI PŌNEKE MĀORI ASSOCIATION INCORPORATED (**Association**)

AND

THE TRUSTEES OF THE PORT NICHOLSON BLOCK SETTLEMENT TRUST (**Trustees**)

each a **Party** and together the **Parties**.

BACKGROUND

- A. The fee simple estate in that part of the Pipitea Marae Site described as Section 1 SO 406978 is vested in the Crown and held under the Public Works Act 1981 for the purposes of buildings of general government and public buildings of the general government.
- B. The fee simple estate in that part of the Pipitea Marae Site contained in computer freehold register WN16A/350 is vested in the Māori Trustee and is subject to section 15 of the Maori Purposes Act 1969 or section 9 of the Maori Purposes Act 1974.
- C. Pursuant to the Original Lease, the Māori Trustee leased to the Association that part of the Pipitea Marae Site contained in computer freehold register WN16A/350 for a perpetual term of 30 years, commencing on 1 October 1971.
- D. The Crown's position is that the Original Lease was renewed with effect from 1 October 2001. The Association's position is that the Original Lease was renewed with effect from 1 October 2001. The Trustees' position is that the Original Lease expired on 30 September 2001 and was not renewed pursuant to clause 12 of the Original Lease.
- E. Under the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Legislation:
 - the part of the Pipitea Marae Site referred to in recital A will cease to be held under the Public Works Act 1981 for the purposes of buildings of general government and public buildings of the general government;
 - the part of the Pipitea Marae Site referred to in recital B will cease to be subject to section 15 of the Maori Purposes Act 1969 or section 9 of the Maori Purposes Act 1974;
 - the fee simple estate in the part of the Pipitea Marae Site referred to in recital B will vest in the Crown;
 - the fee simple estate in all of the Pipitea Marae Site will then vest in the Trustees, subject to the Original Lease;

- despite the vesting of the Pipitea Marae Site in the Trustees, the Improvements will not vest in the Trustees;
- the fee simple estate in the Pipitea Marae Site and the Improvements will then vest in the Pipitea Marae Charitable Trust;
- the Original Lease will be deemed to be terminated.

F. The Crown and the Association entered into discussions in 2008 regarding whether a payment should be made to the Association to compensate it for any loss that may occur as a result of the transfer of the Pipitea Marae Site to the Trustees. Those discussions culminated in the Crown offering (subject to certain conditions) to make the Ex Gratia Payment to the Association to compensate it for any such loss. The Association accepted the Crown's proposal.

G. The Association has subsequently requested that the Ex Gratia Payment be settled by the Crown on the Pipitea Marae Charitable Trust on the Vesting Date.

H. The Parties wish to record certain arrangements between them, including (subject to the provisions of this Deed):

- the Association and the Trustees agree to establish the Pipitea Marae Charitable Trust to own and administer the Pipitea Marae Site;
- the Association and the Trustees agree that the Ex-Gratia Payment should be settled on the Trustees of the Pipitea Marae Charitable Trust on the Vesting Date; and
- the Crown will therefore settle the Ex-Gratia Payment on the Trustees of the Pipitea Marae Charitable Trust on the Vesting Date.

TERMS OF THIS DEED

1. PIPITEA MARAE CHARITABLE TRUST

- 1.1 The Association and the Trustees agree to establish the Pipitea Marae Charitable Trust to own and administer the Pipitea Marae Site, in the form of the Pipitea Marae Charitable Trust Deed annexed as Schedule 1 to this Deed.

2. EX-GRATIA PAYMENT

- 2.1 The Crown had offered to make the Ex-Gratia Payment to the Association to compensate it for any loss that may occur as a result of the transfer of the Pipitea Marae Site to the Trustees. The Association has subsequently requested that the Ex-Gratia Payment be settled by the Crown on the Pipitea Marae Charitable Trust.
- 2.2 The Association and the Trustees agree that the Ex-Gratia Payment should be settled on Trustees of the Pipitea Marae Charitable Trust on the Vesting Date.
- 2.3 Consequently, on the Vesting Date, the Crown will settle the Ex-Gratia Payment on the Trustees of the Pipitea Marae Charitable Trust to be held on the terms of that trust.

3. CONDITIONS

- 3.1 This Deed is conditional on the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Legislation:
- 3.1.1 providing that:
- (a) the fee simple estate in the Pipitea Marae Site and the Improvements vest in the Pipitea Marae Charitable Trust; and
 - (b) the Original Lease is deemed to be terminated; and
- 3.1.2 coming into force.
- 3.2 This Deed is further conditional on the completion of the matters specified in clause 3.1.1.
- 3.3 Until it becomes unconditional, this Deed:
- 3.3.1 is entered into on a "without prejudice" basis; and
- 3.3.2 in particular, may not be used as evidence in any proceedings before, or presented to, any court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the interpretation and/or enforcement of this Deed).
- 3.4 In the event that this Deed does not become unconditional on or before the day that is 24 months after the Settlement Date, then this Deed (including for the avoidance of doubt clause 4.1) is terminated and no Party has any claim or cause of action or right of any kind whatsoever under the provisions of this Deed, either alone or together with any other person, against any other Party or Parties to this Deed.
- 3.5 This Deed is:
- 3.5.1 a binding contract; and
- 3.5.2 to be interpreted and enforced accordingly.

4. FULL AND FINAL SETTLEMENT

- 4.1 For the avoidance of doubt, the Association and the Trustees agree that they have no claim or cause of action or right of any kind whatsoever, either alone or together with any other person, against the Crown in connection with the Pipitea Marae Site, the Improvements and the Original Lease (including, without limitation, clause 13).

5. GENERAL TERMS

Amendment

- 5.1 This Deed may not be amended unless the amendment is in writing signed by the Crown, the Association, and the Trustees.

No Assignment

- 5.2 Rights or obligations under this Deed may not be transferred.

Notice

- 5.3 A notice under this Deed must be:

5.3.1 signed by or on behalf of the person sending it; and

5.3.2 until any other address or facsimile number is given by notice, given in writing to the addresses or facsimile numbers of the other persons as set out below:

Crown

The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
Wellington

PO Box 2858, Wellington
Facsimile No: (04) 473 3482

Trustees

Port Nicholson Block Settlement Trust
Level 1
TSB Arena (South Park)
3 Queens Wharf
Wellington

PO Box 12164
Wellington
Facsimile No (04) 472 3874

Association

The Ngāti Pōneke Māori Association
Incorporated
Level 1
326 Lambton Quay
Wellington

- 5.4 Delivery of a notice may be made:

5.4.1 by hand (which will be treated as having been received at the time of delivery);

5.4.2 by post with prepaid postage (which will be treated as having been received on the second business day after posting); or

5.4.3 by facsimile (which will be treated as having been received on the day of transmission).

5.5 If a notice is treated as having been received on a day that is not a Business Day, or after 5:00pm on a Business Day, that notice will be treated as having been received on the next Business Day.

Further Assurances

5.6 The Parties agree to cooperate and do all things reasonably necessary to give effect to the terms of this Deed.

Definitions and Interpretation

5.7 In this Deed, unless the context requires otherwise:

Association means the Ngāti Pōneke Māori Association Incorporated, a society incorporated on 11 December 1969 and whose registered office is at Level 1, 326 Lambton Quay, Wellington;

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) Wellington anniversary day;

Crown has the meaning given to that term by section 2(1) of the Public Finance Act 1989;

Date of this Deed means the date this Deed is signed by all of the Parties to this Deed;

Ex-Gratia Payment means the sum of \$1,738,000 (inclusive of GST);

Improvements means all buildings, structures, equipment, plant and other improvements that are in or on the Pipitea Marae Site as at Vesting Date;

Māori Trustee means the person holding that office from time to time under the Maori Trustee Act 1953;

Notice means a notice in writing given under clause 5.4 and notify has a corresponding meaning;

Original Lease means Memorandum of Lease L146830.3 over that part of the Pipitea Marae Site contained in computer freehold register WN16A/350, and the unregistered first renewal of that lease (in accordance with the position of the Crown and the Association set out in recital D);

Pipitea Marae Charitable Trust means the trust established in accordance with clause 1.1 and, if the Trustees of that Trust incorporate as a board under the Charitable Trust Act 1957, includes the Pipitea Marae Charitable Trust Incorporated;

Pipitea Marae Site means that area of land containing approximately 0.3564 hectares, being Section 1 SO 406983 and contained in computer freehold register WN16A/350, part document K25892, and balance computer freehold register WN401/66;

Port Nicholson Block Settlement Trust Deed means the deed of trust dated 11 August 2008 under which the Trustees established the Port Nicholson Block Settlement Trust;

Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Legislation means the bill to give effect to the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Deed of Settlement, and where the bill has become law, means, if the context requires, the Act resulting from the passing of that bill;

Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Deed of Settlement means the Deed of Settlement of the Historical Claims of Taranaki Whānui ki Te Upoko o Te Ika dated 19 August 2008, entered into between the Crown, Taranaki Whānui ki Te Upoko o Te Ika, and the Trustees;

Settlement Date means the date that is 20 Business Days after the date on which the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Legislation comes into force; and

Trustees means the trustees of the Port Nicholson Block Settlement Trust and includes the trustees appointed from time to time under the Port Nicholson Block Settlement Trust Deed in their capacity as trustees.

Vesting Date means the date upon which the fee simple estate in the Pipitea Marae Site and the Improvements vest in the Pipitea Marae Charitable Trust pursuant to the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Legislation.

5.8 In the interpretation of this Deed, unless the context otherwise requires:

5.8.1 headings do not affect its interpretation;

5.8.2 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

5.8.3 the singular includes the plural and vice versa;

5.8.4 words indicating one gender include the other genders;

5.8.5 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporated;

5.8.6 a reference to a date on or by which something must be done includes any other date which may be agreed in writing between the Crown, the Association, and the Trustees;

5.8.7 where something is required to be done on a day which is not a business day, that thing must be done on the next business day after that day;

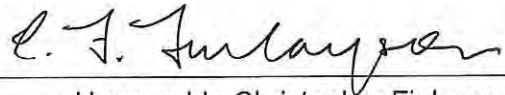
5.8.8 a reference to a clause is to a clause of this Deed;

5.8.9 a reference to legislation includes a reference to that legislation as amended, consolidated or substituted; and

5.8.10 a reference to a document or agreement, including this Deed, includes a reference to that document or agreement as amended or replaced.

SIGNED as a deed on

SIGNED for and on behalf of
THE SOVEREIGN IN RIGHT OF
NEW ZEALAND BY THE MINISTER FOR
TREATY OF WAITANGI NEGOTIATIONS:



Honourable Christopher Finlayson

WITNESS



Name: John Harbord

Occupation: Advisor

Address: 13/33 Hobson St
Wellington

SIGNED for THE NGĀTI PŌNEKE MĀORI ASSOCIATION INCORPORATED by:

~~John~~ (Secretary) 
Chairman

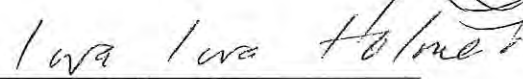

Wes. Lathan

WITNESS


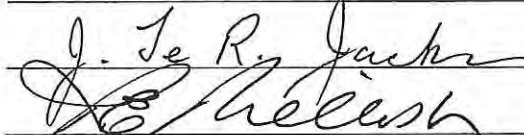
Name:

Occupation:

Address:


Iwa Iwa Holmes
Artist
59 Piko Street
Titahi Bay

SIGNED for THE TRUSTEES OF THE PORT NICHOLSON BLOCK SETTLEMENT TRUST by:


J. Te R. Jackson

J. Te R. Jackson

WITNESS

Name:

Occupation: CONTRACTOR

Address: WELLINGTON


J. E. CONAGHAN

SCHEDULE 1 – PIPITEA MARAE CHARITABLE TRUST DEED

PIPITEA MARAE CHARITABLE TRUST

Deed of Trust

Certified copy of original document

A handwritten signature in black ink, appearing to read 'Bruce Farquhar', is written over a horizontal line. The signature is enclosed within a hand-drawn oval shape.

Solicitor of the High Court of New Zealand

Bruce Farquhar
Solicitor
Wellington

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Deed dated

14th May

2009

Parties

- 1 **Port Nicholson Block Settlement Trust** a trust created by deed dated 11 August 2008 for the benefit of Taranaki Whanui to hold assets and rights derived from the Port Nicholson Block Claims under the Treaty of Waitangi Act 1975 ("**PNBST**")
- 2 **Ngati Poneke Māori Association** an incorporated society formed pursuant to the Incorporated Societies Act 1908 ("**Ngati Poneke**")
- 3 **Mahara Okeroa** of Wellington, former Member of Parliament
Neville McClutchie Baker of Wellington, Consultant
Aroha Jane Thorpe of Wellington, Contractor
John Paki of Wellington, Maori Trustee
Iwa Holmes of Wellington, Consultant
Wayne Mulligan of Wellington, Consultant
(together called the "**Trustees**")

Background

- A The PNBST and Ngati Poneke (together called the "**Settlers**") wish to establish and register under the Charitable Trusts Act 1957 a trust, to be known as the Pipitea Marāe Charitable Trust, to be responsible for the promotion and encouragement of the preservation of New Zealand maoritanga, history, tradition, mythology, language, whenua, whanau, waiata, poi, haka, whakairo, tukutuku. The Trust as owner shall operate Pipitea Marae in a manner that enhances the Marae for the benefit of the Maori community in and around the Wellington area.
- B The Trustees have agreed to act as Trustees of the Trust.
- C This Deed is being completed by the Settlers and the Trustees to establish the terms of the Trust.

Deed

The Settlers settle the sum of \$10.00 on the Trustees as an initial settlement on the Trust.

The Trustees agree to act as Trustees of the Trust on the terms set out in this Deed.

Part 1 – Establishment, Objects and Powers of the Trust

1 Definitions and Interpretations

1.1 Defined Terms: In this Trust Deed, unless the context otherwise requires:

"Alienate" means the disposition of the Marae and/or any part thereof by way of sale or gift. The making or grant of any lease exceeding a period of 7 years (including all rights of renewal), mortgage or charge over or in respect of the Marae.

"Annual Report" means the annual report of the Trust prepared in accordance with clause 12.4;

"Balance Date" means 31 March or any other date that the Trustees by resolution adopt as the date up to which the Trust's financial statements are to be prepared in each year;

"Board" means the Board of Trustees;

"Business Day" means any day in which registered banks are open for business in Wellington;

"Chairperson" means the chairperson from time to time of the Trust being one of the Trustees and elected as such by the Trustees in accordance with clause 20;

"Charitable Purpose" means and includes that term as defined by the Charitable Trusts Act 1957 and the Charities Act 2005, and also means and includes every charitable purpose (whether religious, educational or otherwise) within New Zealand which is regarded as charitable by the law for the time being in New Zealand provided however firstly that any such charitable purpose is also regarded as charitable under every statute, regulation or ordinance of New Zealand relating to income tax, estate duty, gift duty, or any other revenue statute for the time being in force in New Zealand and secondly that such charitable purpose is consistent with the Objects;

"Financial Year" means the financial year of the Trust referred to in clause 12.1;

"Marae" means the buildings and all improvements including the basement carpark that constitute Pipitea Marae situated at 55-59 Thorndon Quay, Wellington.

"Related Party" means a person specified in section CW 42(5) of the Income Tax Act 2007, the persons currently specified being:

- a A settlor or trustee of the trust by which the business is carried on.
- b A shareholder or director of the company by which the business is carried on.
- c A settlor or trustee of a trust that is a shareholder of the company by which the business is carried on.
- d A person where that person is associated with any person in (a) to (c) above, where associated means associated in terms of Subpart YB of the Income Tax Act 2007 as it applies to s CW 42.

"Special Resolution" means a resolution of the Trustees passed in the manner provided in clause 21.6;

"Trust" means the trust created by this Trust Deed;

"Trust Deed" means this deed of trust and includes the recitals and any schedules to this deed;

"Trust Fund" means all money, investments, property and assets, and leases of property and assets, from time to time owned or beneficially held by the Trust;

"Trust Objects" means the objects and purposes set out in clause 4.1;

"Trustees" means the trustees appointed from time to time in accordance with this Trust Deed and to act as the trustees for the time being of the Trust and "Trustee" shall mean any one of those persons;

1.2 **Interpretation:** In this Trust Deed, unless the context otherwise requires:

- a words importing the singular include the plural and vice versa;
- b words importing one gender include the other gender;
- c references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- d references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- e references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Trust Deed;
- f any schedules to this Trust Deed shall form part of this Trust Deed;
- g headings appear as a matter of convenience only and shall not affect the interpretation of this Trust Deed.

2 **Establishment of the Trust**

2.1 **Trust Established:** The Trustees declare and acknowledge that they hold the Trust Fund upon the trusts and with the powers set out in this Trust Deed.

2.2 The Trust Fund shall comprise all assets from time to time held by or within the control of the Trustees under this Deed including the income arising from the Trust Fund and any accumulation of such income.

2.3 The Trust shall commence on the date of this Deed and shall continue until terminated under clause 16.

3 **Name of the Trust**

3.1 The name of the Trust is "Pipitea Marae Charitable Trust".

3.2 Upon the Trust being incorporated under the Charitable Trusts Act 1957 the Trust shall be named "Pipitea Marae Charitable Trust Incorporated".

4 **Objects of the Trust**

4.1 The objects and Charitable Purposes for which the Trust is established are:

- a to be responsible for the control, administration, operation and maintenance of the Marae as a permanent expression of Maori art, culture and heritage, for the benefit of the people of New Zealand;
- b to encourage and facilitate kapahaka, displays and other activities that support or are ancillary to the operation of the Marae;
- c to achieve these objects through public and private support and patronage;
- d generally to do all acts, matters and things that the Trustees consider necessary or conducive to further or attain the objects of the Trust set out above; and

4.2 Notwithstanding anything else to the contrary expressed in or implied by this Deed, the objects for which the Trust is established and the activities for which the Trust Fund may be applied are limited to Charitable Purposes within New Zealand.

5 Powers of the Trustees

5.1 In addition to the powers conferred on the Trustees by law the Trustees shall have the widest possible powers and discretions to achieve the Trust Objects and shall be empowered to exercise all the rights, powers and privileges and may incur all the liabilities and obligations of a natural person of full age and capacity provided that the Trustees shall have no power to enter, or cause the Trust to enter into a guarantee of an obligation of any person or organisation nor shall the Trustees have the power to Alienate the whole or any part of the Marae without the prior written consent of the Settlers

5.2 The operation of the Trust shall have as its fundamental cornerstone the partnering concept. This will be the overarching principle which shall govern and guide the contractual and working relationship between the Settlers and the Trustees and which recognises and nurtures the following objectives and principles:

- a The establishment of a relationship based on mutual trust;
- b Openness, promptness, consistency and fairness in all dealings and communications between the Settlers and the Trustees and those persons under their respective control and direction;
- c Non-adversarial dealings between the Settlers and the Trustees and constructive empathetic mutual interaction, both to avoid differences and to identify solutions when differences arise;
- d Open, prompt and fair notification and resolution between the Settlers and the Trustees of any differences or disputes which may arise in their dealings;
- e Striving for the heightened use and "thriving" nature of a living taonga for not just the Settlers but all Maori and other communities in the greater Wellington area; and
- f The promotion of the Pipitea Marae facilities as a place of respect, learning and development of all people.

5.3 The Trustees acknowledge that Pipitea Marae is for the benefit of the Settlers and persons and groups associated with the Settlers and their respective entities. In considering and making decisions for the operation of Pipitea Marae the Trustees shall recognise and continue the kaupapa of the Settlers' respective entities and shall seek to achieve the cultural values intrinsic to each entity in making and reaching decisions.

- 5.4 The Trustees shall recognise and continue the existing user protocols of:
- a Ngati Poneke Young Māori Club which uses the Marāe on Monday evenings from 6pm to 10pm and has a right of use at a discounted rate of hire. Ngati Poneke Young Māori Club also has a right to store on Pipitea Marāe its property which it uses to carry out its purposes, including costumes, uniforms, accoutrements, artefacts, trophies, souvenirs, photographs and paintings, and other historical memorabilia together with office supplies;
 - b Te Rohe o Poneke (the Wellington Māori section of the Anglican Church) which conducts a monthly service every Sunday of the month and conducts a Christmas church service each Christmas Eve. Te Rohe o Poneke also has a right of storage at Pipitea Marāe for the elements it uses in its services – portable alter, prayer and hymn books, and the like without payment; and
 - c The Art Committee in so far as it relates to the Matariki Week celebration at a nominal cost
- 5.5 It is acknowledged and agreed that the current kawa and tikanga on Pipitea Marae shall be maintained. It is, however, acknowledged and agreed that the kawa and tikanga of Pipitea Marae shall evolve over time following further dialogue between the Settlers. The Settlers shall resolve the appropriate kawa and tikanga within twelve (12) months of the establishment of the Trust and shall inform the trustees accordingly.

6 Prohibition of benefit or advantage by Related Parties

- 6.1 Notwithstanding clause 14.1 in the exercise of any power authorising the remuneration of trustees, no benefit or advantage will be gained by any person who has some control over the operations of the Trust. Where a person is a Related Party that person will be treated as having some control over the operations of the Trust where that Related Party, in his or her or its capacity as a Related Party, is able in any way (whether directly or indirectly) to determine, or to materially influence the determination of:
- a the nature or amount of that benefit or advantage
 - b the circumstances in which that benefit or advantage is, or is to be, so gained.
- 6.2 For the purposes of clause 6.1:
- a a person is not treated as having control over the business merely because the person provides professional services to the Trust or the business and the ability to influence arises because the person is a trustee company, a Public Trust or a Maori Trustee or the person provides those services in the course of and as part of carrying on, as a business, a professional public practice
 - b **benefit or advantage** includes
 - i any advantage whether in money or convertible into money
 - ii any income (including from business or trade-like activities, employment, dividends, royalties, benefits, pensions, compensation, government grant, property obtained by theft, income from financial instruments, bad debt repayment, foreign company income and foreign investment income)
 - iii if the person has disposed of an asset to the Trust, the retaining of an interest in that asset, or the asset will revert to that person
 - iv but does not include the earning of interest where the interest payable is at no more than the current commercial rate, given the nature and term of the loan

- c **gained** includes anything afforded, received, gained, achieved or derived.

7 Interested Trustees

- 7.1 It shall be the duty of a Trustee who is in any way directly or indirectly interested in any contract or arrangement or proposed contract or arrangement with the Trust to declare the nature of his or her interest at a meeting of the Trustees, but failure to do so shall not disqualify the Trustee or invalidate the contract, proposed contract or any other matter in which the interest lies. A Trustee who is interested shall, following declaration of that interest, be entitled to vote on any issue relating to the contract, proposed contract or other matter in which the interest lies.

8 Trustees' Responsibilities

- 8.1 The Trustees shall take overall control of and responsibility for the governance of the Trust. The Trustees will perform all of their responsibilities under this Deed in a prudent manner and shall exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.
- 8.2 The Trustees shall devote adequate and sufficient time, attention and resources to carry out their obligations under this Deed to ensure that the Trust achieves its objectives.

9 Incorporation

- 9.1 The Trustees shall immediately after the execution of this Deed apply for incorporation under the Charitable Trusts Act 1957 and registration as a charitable entity under the Charities Act 2005 and the Trustees are authorised to make such applications on behalf of the Trust.

10 Delegation by Trustees

- 10.1 To the extent permitted by law, the Trustees shall have full power to appoint officers, employees, managers and agents and to delegate to any officers, employees, managers, agents or to any attorney or other person nominated or appointed by the Trustees, all or any of the powers, authorities and discretions exercisable by the Trustees under this Deed but without releasing the Trustees from their obligations under this Deed. Without affecting the generality of the power of delegation the Trustees may in exercising it:
- a appoint, by power of attorney, any person to be the attorney or agent of the Trustees for such purposes and with such powers, authorities or discretions as the Trustees think fit with power for the attorney or agent to subdelegate any such powers, authorities or discretions; or
 - b appoint, by writing or otherwise, any person to be an officer, employee, manager, agent or sub-agent of the Trustees as the Trustees may think necessary or proper for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Trustees) as they think fit and to supersede or suspend any such officer, employee, manager, agent or sub-agent for any reason as the Trustees think sufficient.

11 Common Seal

- 11.1 Upon incorporation of this Trust in accordance with clause 9 the Trustees shall procure a common seal for the Trust and shall provide for its custody. Any documents required to be

signed under the common seal shall be attested by any three Trustees, provided that at least one of the three Trustees shall be from each group of Trustees.

12 Accounts, Audit and Annual General Meeting

- 12.1 The Trustees shall ensure that full and correct accounts of all the financial transactions of the Trust and the Trust assets, liabilities and funds are kept. The Financial Year for the Trust shall commence on the 1st day of April in each year and end on the 31st day of March in the following year.
- 12.2 At the end of each Financial Year the Trustees shall prepare accounts for the Trust which comply with the requirements of the Financial Reporting Act 1993, or any other generally accepted accounting practices which may from time to time replace that Act.
- 12.3 The financial statements of the Trust shall (unless a unanimous resolution is passed by the Trustees to the contrary), be audited by a Chartered Accountant or firm of Chartered Accountants who shall not be a member of the Board and who shall be appointed annually by the Board or by a majority of members of the Board.
- 12.4 The Trustees shall ensure that within four months of the end of each Financial Year:
- a a copy of the financial statements together with the auditors report is sent to each of the Settlers; and
 - b an Annual Report is prepared on the activities of the Trust for the past Financial Year and sent to each of the Settlers, including a comparison of performance of the Trust with its objectives and such other information as any of the Settlers may reasonably require from time to time.
- 12.5 The Trustees shall ensure that the Annual General Meeting of the Trust shall be held within four (4) months of the end of the Trust's financial year, or such other date as the Trustees may from time to time determine.
- 12.6 The business of the Annual General Meeting shall be:
- a to receive and consider the annual report;
 - b to receive, consider and adopt the audited financial statements;
 - c to elect an auditor; and
 - d to consider any resolution, notice of which shall have been given in writing to the secretary of the Trust at least fourteen (14) days before the date of the Annual General Meeting
- 12.7 An Annual General Meeting shall be convened by Trustees placing a notice in appropriate major metropolitan and provincial newspapers at least twenty one (21) days before the date of the meeting stating the time and place of the meeting and the business proposed to be transacted at the meeting.
- 12.8 Any costs reasonably incurred by the Settlers in preparation for the Annual General Meeting and compliance with statutory requirements may be reimbursed to the Settlers following a joint resolution made by them both.

13 Trustees' Indemnity and Liability

13.1 The Trustees shall not be liable for:

- a any losses or liabilities; or
- b any act or acts or attempted act done in exercise of or pursuant to any trust, power or discretion vested in them by this Deed; or
- c any omission or omissions or non-exercise in respect of any trust, power or discretion of the Trustees under this Deed

except losses or liabilities arising from their own dishonesty, wilful default or wilful breach of trust or negligence in the carrying out of their legal responsibilities.

13.2 The Trustees, and every other person acting on behalf of the Trustees, shall be indemnified out of the Trust Fund against all proper liabilities and expenses incurred by them in the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to this Deed and the Trust. This indemnity shall extend to any payments made to any person whom the Trustees bona fide believe to be entitled though it may be subsequently found that the person was not in fact so entitled. The Trustees shall have a lien or charge on the Trust Fund and may retain and pay out of any moneys in the Trust all sums and amounts necessary to give effect to this indemnity.

13.3 The liability of the Trustees in connection with this Deed or at law shall at all times be limited to the Trust Fund.

14 Remuneration of Trustees

14.1 The Trustees may resolve to pay themselves or any of them an annual remuneration for their services as trustees, provided that such remuneration shall not exceed reasonable reimbursement for services actually rendered, or out of pocket expenses incurred by the Trustees in relation to their obligations under this Deed, and the total annual sum to be paid is first approved by the Settlers.

15 Alteration to the Deed

15.1 The Settlers may, by joint resolution made by both of them, from time to time by amending deed or instrument, alter, rescind or add to any of the provisions of this Deed provided that no alteration, rescission or addition may be made to this Deed which shall permit the Trust Fund to be applied for any purpose that is not a Charitable Purpose and no alteration to this clause 15.1 or clauses 4.2 and 16.3b shall be permitted.

15.2 Subject to clause 15.1 above, the Settlers shall by joint resolution made by both of them make such alterations and amendments to this Trust Deed as may be required to ensure the Trust becomes entered on the register of charitable entities.

16 Winding Up of the Trust

16.1 The Trust shall terminate and be wound up and dissolved if:

- a the Trustees (after first obtaining the written consent of the Settlers) resolve by Special Resolution that the Trust shall be wound up; or

- b the Trust is wound up by law.
- 16.2 A resolution to wind up the Trust shall specify an effective termination date of the Trust and thereafter the Trustees shall realise or dispose of the Trust Fund as soon as reasonably practicable in accordance with clause 16.3.
- 16.3 The Trust Fund or the proceeds resulting therefrom shall be applied by the Trustees upon the winding up in the following order of priority and manner:
- a first in meeting all costs, expenses and liabilities of the Trust including the costs and expenses of winding up the Trust and setting aside any amount that the Trustees consider necessary or desirable (having regard to generally accepted accounting practices) in respect of any contingent liability of the Trust; and
 - b secondly, after obtaining the prior written approval of the Settlers, in the payment or distribution of the remaining assets of the Trust to any charitable organisation which has been established, or has the right and power, to operate Pipitea Marae by the Settlers with its objects and purposes being as similar as is practicable to those for which the Trust was established.

17 **Authorised Representatives of Settlers**

- 17.1 The Trustees shall be entitled to rely on any notice signed by the Chairperson or Deputy Chairperson of PNBST, and any notice signed by the Chairperson of Ngati Poneke, as being a notice authorised by that Settlor. If those persons are unable to sign such a notice the notice shall be signed on their behalf by any person authorised in writing to sign on their behalf.

18 **Settlers' Liability**

- 18.1 The Settlers shall not in any circumstances be liable either in their joint capacity or in a several capacity for the debts, liabilities or commitments of the Trust.
- 18.2 Notwithstanding any requirement for the Settlers to give their consent to certain Trustee actions, the Settlers shall not in any circumstances be deemed to be acting as Trustees or held to be responsible as Trustees.

Part 2: Proceedings of Trustees

19 Appointment and Removal of Trustees

- 19.1 There shall be six Trustees.
- 19.2 The initial Trustees shall be the Trustees who are parties to this Deed who are referred to in this clause 19 as the Initial Trustees.
- 19.3 The Trustees shall be appointed as follows:
- a three Trustee appointed by PNBST; and
 - b three Trustees appointed by Ngati Poneke.
- 19.4 The Initial Trustees have been nominated by the Settlers as follows:
- a PNBST – Neville McClutchie Baker, Mahara Okeroa and Aroha Jane Thorpe
 - b Ngati Poneke – John Paki, Iwa Holmes and Wayne Mulligan.
- 19.5 The Initial Trustees shall hold office for a period of three years from the date of this Deed at which point their appointment shall terminate and new appointments shall be made in accordance with clause 19.3. Initial Trustees shall be eligible for reappointment.
- 19.6 Each Settlor in exercising its power of appointment of Trustees, shall have regard to the need for the Trust to have Trustees with experience and expertise and the necessary skills to achieve the objects of the Trust, including their ability to be impartial in carrying out the Trust Objects.
- 19.7 A certificate signed by or on behalf of a Settlor to the effect that a person has been appointed a Trustee or removed from the office of Trustee shall be conclusive evidence of that fact.
- 19.8 A person appointed by a Settlor as a Trustee (with the exception of an Initial Trustee during their initial term) shall hold office for the term specified in the instrument of appointment which term shall not be more than three years, provided however that any Trustee appointed to fill a vacancy occurring prior to expiry of a Trustee's term of appointment shall initially hold office only for the residue of that term of office. A person appointed as a Trustee, who remains eligible to be appointed as a Trustee, may be reappointed as Trustee for a further period or period provided that each further term of appointment does not exceed three years.
- 19.9 The appointment of a Trustee shall be vacated if a Trustee:
- a resigns or the term of appointment of that Trustee expires;
 - b dies;
 - c is removed from office by the Settlor appointing that Trustee;
 - d is, under clause 19.10, not capable of holding office as a Trustee;
 - e refuses to act; or
 - f is absent without leave from three consecutive ordinary meetings of the Trustees.
- 19.10 The following persons shall not be capable of being appointed or reappointed, of holding office, as a Trustee:

- a a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled;
- b a person who has been convicted within the last three years of a criminal offence punishable by imprisonment;
- c a person who would be subject to an order under section 189 of the Companies Act 1955 but for the repeal of that section;
- d a person to whom an order made under section 199L of the Companies Act 1955 applies (or would apply but for the repeal of that Act) or to whom an order made under section 383 of the Companies Act 1993 applies;
- e a mentally disordered person within the meaning of the Mental Health Act 1969;
- f any person who is the subject of an order under the Protection of Personal and Property Rights Act 1988.

Trustees appointed to Pipitea Marae Charitable Trust shall comply with section 16 of the Charities Act 2005 or any enactment in substitution.

- 19.11 If the number of Trustees falls below six for any reason the Settlor or Settlers who have not made their appointments shall appoint one or more replacement Trustees. If the Settlers do not immediately appoint a replacement Trustee to maintain the minimum number, then the remaining Trustees appointed by the Settlor who then only has one or two current trustees appointed may appoint a temporary Trustee until the relevant Settlor does appoint a replacement Trustee or Trustees.

20 Appointment of Chairperson of the Trust

- 20.1 Each of the PNBST group of Trustees and Ngati Poneke group of Trustees shall appoint one of their number to be an alternating Chairperson of the Trust. Each of the PNBST and Ngati Poneke chairpersons shall be chairperson for an eighteen month term; with the first chairperson to be determined by the trustees.
- 20.2 If a chairperson is unable for any reason to perform the Chairperson's duties then the nominee of the other group of trustees shall act as chairperson during the relevant period of inability.
- 20.3 Notwithstanding the provisions of clause 20.1, the Trustees may, by Special Resolution replace the current chairperson with a new chairperson at any time within the current chairperson's 18 month period of office.

21 Proceedings of Trustees

- 21.1 Subject to this Deed, the Trustees may meet together for the dispatch of business and may adjourn or otherwise regulate their meetings as they think fit.
- 21.2 At any meeting of the Trustees the Chairperson of the Trust shall preside or in the absence of the chairperson of the Trust the Trustees may elect one of their members to preside.
- 21.3 In the event of an equality of votes, the Chairperson shall not have a second or casting vote. The Trustees shall In the event of an equality of votes, refer the matter to the Settlers for settlement. The Settlers decision being final and binding. In the process of their deliberations, the Settlers shall have regard to the provisions of clause 5.2 of this Trust Deed

- 21.4 No business shall be transacted at any meeting unless the required quorum is present at the commencement of business.
- 21.5 The quorum for the transaction of any other business shall be a majority of the Trustees being a quorum containing an equal number of Trustees appointed by PNBST and an equal number appointed by Ngati Poneke.
- 21.6 A "Special Resolution" means a resolution passed at a meeting of Trustees at which not less than three quarters of the Trustees present and being no less than five Trustees vote in favour of the Resolution.
- 21.7 An act or decision of the Trustees shall not be invalid by reason only of:
- a a fault, default or irregularity in or in connection with the appointment of a Trustee; or
 - b a vacancy in the number of the Trustees including a vacancy arising because of the failure to appoint a Trustee.
- 21.8 The Trustees shall keep a minute book and shall cause minutes to be kept of all meetings, resolutions and decisions made by them. Minutes purporting to be signed by the Chairperson of the Trustees of a meeting shall be receivable as prima facie evidence of the matters contained in such minutes.
- 21.9 The Trustees may, by Special Resolution and subject to the provisions of this Deed, adopt, amend, alter or rescind any rules necessary for the proper and efficient management of Trustee meetings and the administration and management of the Trust Fund.

22 Convening of meetings

- 22.1 The Trustees shall hold at least eight meetings in each Financial Year.
- 22.2 The Chairperson shall convene the meetings of the Trustees.
- 22.3 The Chairperson shall convene any additional meeting of the Trustees if the Chairperson receives a written request from at least four Trustees. At least two Business Days prior notice of meetings of Trustees shall be given to all Trustees.

23 Appointment of Committees

- 23.1 The Trustees may delegate any of their powers and duties under this Deed to any committee or committees consisting of such Trustees as the Trustees may appoint for such purpose. The Trustees may appoint an audit committee to monitor the financial affairs of the Trust.
- 23.2 The Committee chairperson shall convene committee meetings as required.
- 23.3 Committee minutes and records shall be kept in accordance with clause 21.8.
- 23.4 Committee proceedings shall generally conform to the procedures adopted for meetings of the Trustees.

24 Resolution Assented to by Trustees

- 24.1 A resolution in writing signed or assented to by letter, facsimile or other written manner, by all Trustees for the time being entitled to receive notice of meetings of the Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees duly called and constituted. Any

such resolution may consist of several documents in like form either signed or purporting to have been dispatched by any one or more of the Trustees.

25 Teleconference Meeting of Trustees

25.1 The contemporaneous linking together by telephone or other means of communication of a number of Trustees not less than the quorum (whether or not any one or more of the Trustees is out of New Zealand) shall be deemed to constitute a meeting of Trustees and all the provisions of this Deed in respect of such, meetings shall apply so long as the following conditions are met:

- a all Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be entitled to notice of the meeting by telephone or other means of communication and to be linked by telephone or other means for the purpose of such meeting, and shall have first received two Business Days prior notice of such meeting;
- b each Trustee taking part in a meeting by telephone or other means of communication must throughout the meeting be able to hear each of the Trustees taking part in the meeting; and
- c at the commencement of the meeting each Trustee must acknowledge the Trustee's presence for the purpose of the meeting to all other Trustees taking part.

26 Service of Notices

26.1 Notices shall be deemed served by one party upon another party:

- a if posted, two Business Days following posting;
- b if delivered personally, on the date of service; or
- c if sent by facsimile or other electronic device, on the date of transmission.

Execution


Signed for and on behalf of the
PNBST:



Trustee



Trustee



Trustee

Signed on behalf of
Ngati Poneke Māori Association

by: Iwa Iwa Holmes

I. Holmes.

Elected Member

[Signature]
Print name

Elected Member

[Signature]
Print name

[Signature] (Secretary)

Signed by
Mahara Okeroa

as Trustee in the presence of:

Witness Signature

Full name

Occupation

Place of residence

Bruce Farquhar
Solicitor
Wellington

Signed by
Neville McClutchie Baker

as Trustee in the presence of:

Witness Signature

Full name

Occupation

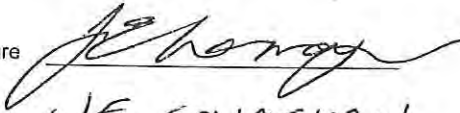
Place of residence

Bruce Farquhar
Solicitor
Wellington

Signed by


Aroha Jane Thorpe
as Trustee in the presence of:



Witness Signature 
Full name JE CONAGHAN
Occupation CONTRACTOR
Place of residence WELLINGTON

Signed by
John Paki
as Trustee in the presence of:




Witness Signature 
Full name _____
Occupation _____
Place of residence Charlotte Aimee Elizabeth Carey
Solicitor
Wellington


Signed by
Iwa Holmes
as Trustee in the presence of:



Witness Signature 
Full name JE CONAGHAN
Occupation CONTRACTOR
Place of residence WELLINGTON

Signed by
Wayne Mulligan
as Trustee in the presence of:



Witness Signature 
Full name _____
Occupation _____
Place of residence Charlotte Aimee Elizabeth Carey
Solicitor
Wellington