

**MANIAPOTO**

**and**

**TE NEHENEHENUI**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
PROPERTY REDRESS**

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## TABLE OF CONTENTS

1	DISCLOSURE INFORMATION AND WARRANTY	2
2	VESTING OF CULTURAL REDRESS PROPERTIES	4
3	LICENSED LAND	5
4	DEFERRED SELECTION PROPERTIES	9
5	DEFERRED PURCHASE	21
6	TERMS OF TRANSFER FOR LICENSED LAND AND PURCHASED DEFERRED SELECTION PROPERTIES	42
7	NOTICE IN RELATION TO REDRESS AND DEFERRED SELECTION PROPERTIES	52
8	DEFINITIONS	53
9	TOKANUI HOSPITAL DEFERRED SELECTION PROCESS	56

# 1 DISCLOSURE INFORMATION AND WARRANTY

## DISCLOSURE INFORMATION

- 1.1. The Crown –
- 1.1.1. has provided information to Maniapoto about the redress properties between 30 January 2018 and 18 November 2020, and additional disclosure documents relating to the condition of the Mangaokewa Gorge property on 2 February 2021; and
  - 1.1.2. must under paragraph 5.2.1 provide information to the governance entity about a deferred selection property if the governance entity has, in accordance with part 5, given the Crown notice of interest in purchasing the property.

## WARRANTY

- 1.2. The Crown warrants to the governance entity and Maniapoto that the Crown has given to the governance entity and Maniapoto in its disclosure information about an acquired property all material information that, to the best of the land holding agency's knowledge, is at the date of providing that information, in the agency's records about the property (including its encumbrances), –
- 1.2.1. having inspected the agency's records; but
  - 1.2.2. not having made enquiries beyond the agency's records; and
  - 1.2.3. in particular, not having undertaken a physical inspection of the property.

## WARRANTY LIMITS

- 1.3. Other than under paragraph 1.2, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –
- 1.3.1. an acquired property, including in relation to –
    - (a) its state, condition, fitness for use, occupation, or management; or
    - (b) its compliance with –
      - (i) legislation, including bylaws; or
      - (ii) any enforcement or other notice, requisition, or proceedings; or
  - 1.3.2. the disclosure information about an acquired property, including in relation to its completeness or accuracy.
- 1.4. The Crown has no liability in relation to the state or condition of an acquired property, except for any liability arising as a result of a breach of paragraph 1.2.

1: DISCLOSURE INFORMATION AND WARRANTY

**INSPECTION**

- 1.5. In paragraph 1.6, **relevant date** means, in relation to an acquired property that is –
  - 1.5.1. a redress property, the date of this deed; and
  - 1.5.2. a purchased deferred selection property, the day on which the governance entity gives an election notice electing to purchase the property.
- 1.6. Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.2, the governance entity and Maniapoto acknowledges that it could, before the relevant date, –
  - 1.6.1. inspect the property and determine its state and condition; and
  - 1.6.2. consider the disclosure information in relation to it.

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

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

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

### **ACCESS**

- 2.3. The Crown is not required to enable access to a cultural redress property for the governance entity or members of Maniapoto.

### **COMPLETION OF REQUIRED DOCUMENTATION**

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

### **SURVEY AND REGISTRATION**

- 2.5. The Crown must arrange, and pay for, –
  - 2.5.1. the preparation, approval and, where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the settlement legislation, of a record of title for a fee simple estate for the property; and
  - 2.5.2. the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the governance entity.

### 3 LICENSED LAND

Name/ Address	Description	Encumbrance	Transfer Value	Land holding agency
<b>Licensed Land</b>				
Mangaokewa Forest	<p><i>South Auckland Land District - Waitomo District</i></p> <p>1176.3769 hectares, more or less, being Lot 1 DPS 49233, Lot 1 DPS 56862, Lot 1 and 2 DPS 56979 and Lot 1 and 2 DPS 58593.</p>	<p>Subject to a Crown forestry licence held in record of title SA57A/650.</p> <p>Subject to a variation of Crown forestry licence registered as B332790.1.</p> <p>Subject to a variation of Crown forestry licence registered as 5220893.1.</p> <p>Subject to a variation of Crown forestry licence registered as 10314734.8.</p> <p>Subject to a protective covenant held in record of title SA57A/651.</p> <p>Subject to a notice pursuant to Section 195(2) of the Climate Change Response Act 2002 registered as instrument 9109973.1.</p> <p>Subject to a notice pursuant to Section 195(2) of the Climate Change Response Act 2002 registered as instrument 10754005.1 (affects Lot 2 DPS 58593).</p> <p>Subject to a notice pursuant to Section 195(2) of the Climate Change Response Act 2002 registered as instrument 10754110.1 (affects Lot 1 DPS 49233).</p> <p>Together with a right of way easement held in record of title SA66D/449 in favour of Lot 1 DPS 56862.</p> <p>Together with a right of way easement created by transfer H541412.6 in favour of Lot 1 DPS 56979 (formerly Part Rangitoto Tuhua 35I3B2).</p>	\$950,500	Land Information New Zealand

PROPERTY REDRESS

3: LICENSED LAND

Name/ Address	Description	Encumbrance	Transfer Value	Land holding agency
Pirongia Forest	<p><i>South Auckland Land District - Otorohanga District</i></p> <p>298.9509 hectares, more or less, being Lot 1 and 2 DPS 63001, Lot 1 DPS 63002, Lot 1 DPS 63003, Lot 1 DPS 42253 and Lot 1 DPS 67204.</p>	<p>Subject to a Crown forestry licence held in record of title SA58C/445.</p> <p>Subject to a variation of Crown forestry licence registered as B527505.7.</p> <p>Subject to a variation of Crown forestry licence registered as 5195784.1.</p> <p>Subject to a variation of Crown forestry licence registered as 10314734.8.</p> <p>Subject to a protective covenant held in SA58C/446.</p> <p>Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as instrument 9109973.1 (affects Lot 1 DPS 42253, Lot 1 and 2 DPS 63001, Lot 1 DPS 63002 and Lot 1 DPS 63003).</p> <p>Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as instrument 10754005.1 (affects Lot 1 DPS 42253).</p> <p>Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as instrument 10754110.1 (affects Lot 2 DPS 63001).</p> <p>Together with a right of way easement created by transfer B621817.6.</p> <p>Together with a right of way easement to be created over Area E DPS 68193 (as referred to in clause 6.4.3).</p>	\$356,500	Land Information New Zealand
Part Pureora North Forest	<p><i>South Auckland Land District - Otorohanga and Waitomo Districts</i></p> <p>999.8238 hectares, more or less, being Section 3, 4 and 5 SO 461525.</p>	<p>Subject to a Crown forestry licence contained in record of title 807845.</p> <p>Subject to a protective covenant held in record of title SA58D/662.</p> <p>Subject to a notice pursuant to Section 195(2) of the Climate Change Response Act 2002 registered as instrument 9097228.1.</p> <p>Subject to a public access easement held in record of title SA58D/663 (Areas A, C, F, H and I SO 461525).</p>	\$666,500	Land Information New Zealand

PROPERTY REDRESS

3: LICENSED LAND

Name/ Address	Description	Encumbrance	Transfer Value	Land holding agency
		<p>Subject to a right of way easement created by deed of easement 10915204.13 and held in record of title 827923.</p> <p>Subject to a right of way easement created by deed of easement 10915204.4 and held in record of title 807842.</p> <p>Subject to a right of way easement to be created over areas A, B and I SO 461525.</p> <p>Together with a right of way easement created by deed of easement 10915204.15 and held in record of title 827935.</p>		
Tawarau Forest	<p><i>South Auckland Land District - Waitomo District</i></p> <p>1676.7109 hectares, more or less, being Lot 1 and 2 DPS 57165, Lot 1 DPS 57166, Lot 1 DPS 62998, Lot 1 and 2 DPS 62999, Lot 1 DPS 63000 and Lot 1 DPS 78413.</p>	<p>Subject to a Crown forestry licence held in record of title SA64C/600.</p> <p>Subject to a variation of Crown forestry licence registered as B527505.5</p> <p>Subject to a variation of Crown forestry licence registered as 5218456.1.</p> <p>Subject to a variation of Crown forestry licence registered as 10314734.8.</p> <p>Subject to a protective covenant created by B445209.2 and held in record of title SA64C/601.</p> <p>Subject to a public access easement certificate held in record of title SA64C/602.</p> <p>Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as instrument 9109973.1.</p> <p>Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as instrument 10754005.1 (affects Lot DPS 62999 and Lot 1 DPS 74813.</p> <p>Subject to a right of way easement created by transfer H538551.</p> <p>Subject to a right of way easement in gross to be created over Area A on DPS 62999 (as referred to in clause 6.4.2).</p> <p>Together with a right of way easement to be created over Areas B</p>	\$1,840,500	Land Information New Zealand

PROPERTY REDRESS

3: LICENSED LAND

Name/ Address	Description	Encumbrance	Transfer Value	Land holding agency
		and C on DPS 62999 (as referred to in clause 6.4.3). Together with a right of way easement created by transfer H118993.2 and held in record of title SA20D/962. Together with a roadway created by Maori Land Court Order B624047.1 (provides access to Lot 1 DPS 63000).		
			<b>Total transfer values</b>	
			\$3,814,000	

## 4 DEFERRED SELECTION PROPERTIES

### Subpart A: Deferred selection properties

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
Te Kuiti District Courthouse	<i>South Auckland Land District - Waitomo District</i> 0.2370 hectares, more or less, being Part Allotments 7, 9, 11 and 33 Block XIV Te Kuiti Maori Township. All record of title SA45D/267 for the fee simple estate.	separately	Ministry of Justice	2 years	Yes
Mangaokewa Gorge Site A	<i>South Auckland Land District - Waitomo District</i> 104.7800 hectares, approximately, being Part Section 41 Block VIII Otanake Survey District. Subject to survey.	separately	Land Information New Zealand	2 years	No
11583 - CL - Maniaiti Road, Benneydale	<i>Taranaki Land District - Waitomo District</i> 137.0400, hectares, more or less, being Section 29 Block I Pahi Survey District.	separately	Land Information New Zealand	2 years	No
21 Hinewai Road, Te Kawa (PF 1227)	<i>South Auckland Land District - Otorohanga District</i> 0.1007 hectares, more or less, being Section 1 SO 49849. All record of title SA58C/260 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No

PROPERTY REDRESS

4: DEFERRED SELECTION PROPERTIES

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
Kawhia Road, 1162 State Highway 31, Otorohanga (PF 1228)	<i>South Auckland Land District - Otorohanga District</i> 0.1012 hectares, more or less, being Lot 1 DPS 85741. All record of title SA67D/631 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
1790 SH3, Kiokio (PF 1349)	<i>South Auckland Land District - Otorohanga District</i> 0.1113 hectares, more or less, being Part Lot 2 DP10419. All record of title SA73A/742 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
19 Rangitahi Street, Otorohanga (PF 1537)	<i>South Auckland Land District - Otorohanga District</i> 0.0673 hectares, more or less, being Lot 5 DPS 14356. All record of title 282098 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
756 Maihihi Road, Maihihi (PF 1350)	<i>South Auckland Land District - Otorohanga District</i> 0.1214 hectares, more or less, being Lots 1 and 2 DPS 89247. All record of title SA70B/607 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
456 Mangatoa Road, Kiritehere (PF 1758)	<i>South Auckland Land District - Waitomo District</i> 0.8524 hectares, more or less, being Lot 1 DP 29659. All record of title 468704 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No

PROPERTY REDRESS

4: DEFERRED SELECTION PROPERTIES

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
11 Esplanade, Te Kūiti (PF 1756)	<i>South Auckland Land District - Waitomo District</i> 0.1077 hectares, more or less, being Lot 1 DPS 769. All record of title 510173 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
Cnr Hospital Rd & Eketone St, Te Kūiti (PF 1120)	<i>South Auckland Land District - Waitomo District</i> 3.2815 hectares, more or less, being Lot 1 DPS 70280. All transfer B569331.1.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
41 Taupiri Street, Te Kūiti (PF 1669)	<i>South Auckland Land District - Waitomo District</i> 0.1252 hectares, more or less, being Allotment 4 Block VII Te Kuiti Maori Township.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
11 Walker Road, Te Kūiti (PF 1906)	<i>South Auckland Land District - Waitomo District</i> 0.0647 hectares, more or less, being Lot 11 DPS 21718. All record of title SA20B/699 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
45A William Street, Te Kūiti (PF 1907)	<i>South Auckland Land District - Waitomo District</i> 0.1030 hectares, more or less, being Lot 1 DPS 21718. All record of title SA20B/689 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
49 Taupiri Street, Te Kūiti (PF 1651)	<i>South Auckland Land District - Waitomo District</i> 0.1968 hectares, more or less, being	separately	LINZ (Treaty Settlements Landbank)	2 years	No

4: DEFERRED SELECTION PROPERTIES

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
	Lots 1 and 2 DPS 6962 and Allotment 12 Block VII Te Kuiti Maori Township. All transfer 8601495.1.				
44 - 46 Carroll Street, Te Kūiti (PF 1213)	<i>South Auckland Land District - Waitomo District</i> 0.0708 hectares, more or less, being Allotment 8 Block XV Te Kuiti Maori Township. All record of title SA30C/227 for the fee simple estate.  0.0708 hectares, more or less, being Allotment 10 Block XV Te Kuiti Maori Township. All record of title SA30C/228 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
22 Hill Street, Te Kūiti (PF 1197)	<i>South Auckland Land District - Waitomo District</i> 0.1659 hectares, more or less, being Lot 1 DPS 86542. All record of title SA68C/77 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
28 Bayne Street, Te Kūiti (PF 1348)	<i>South Auckland Land District - Waitomo District</i> 0.0625 hectares, more or less, being Lot 33 DPS 14110. All record of title SA72C/912 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
1787 Tikitiki Road, Aramatai (PF 1115)	<i>Taranaki Land District - Waitomo District</i> 0.2383 hectares, more or less, being Part Rangitoto Tuhua 72B3A All	separately	LINZ (Treaty Settlements Landbank)	2 years	No

## 4: DEFERRED SELECTION PROPERTIES

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
	record of title TNL1/44 for the fee simple estate.				
School Road, Benneydale (PF 1620)	<i>Taranaki Land District - Waitomo District</i> 0.0296 hectares, more or less, being Section 84 Block X Mapara Survey District. All record of title 233809 for the fee simple estate. 1.3830 hectares, more or less, being Lot 2 DP 332251. All record of title 134118 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
SH3, Ex Mahoenui School, Mahoenui (PF 1768)	<i>South Auckland Land District - Waitomo District</i> 3.6943 hectares, more or less, being Lot 1 DP 425685. All record of title 501286 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
3227 - 3235 SH 3 (Rimrock Station), Awakino (PF 1180)	<i>South Auckland Land District - Waitomo District</i> 799.8638 hectares, more or less, being Lot 3 and Part Lots 1, 2, 8, and 9, DP 17787, and Stopped Road (SO 41152). Balance record of title SA39B/295 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
34 Fraser Smith Road, (Awakino School), Awakino (PF 1069)	<i>South Auckland Land District - Waitomo District</i> 1.9559 hectares, more or less, being Lots 1 and 2 DPS 78745 and Section 59 Block VII	separately	LINZ (Treaty Settlements Landbank)	2 years	No

4: DEFERRED SELECTION PROPERTIES

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
	Awakino North Survey District. All record of title SA62B/603 for the fee simple estate.				
4670 SH3 (Piopio-Mokau), Awakino (PF 1442)	<i>South Auckland Land District - Waitomo District</i> 134.2689 hectares, more or less, being Part Lots 1 and 2 DPS 7955. All record of title 67252 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
Waione Road, Waimiha, Ongarue (PF 1814)	<i>South Auckland Land District - Ruapehu District</i> 17.4976 hectares, more or less, being Rangitoto Tuhua 80B1B1. All transfer 9212644.1.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
18 Williams Avenue, Ohura (PF 1464)	<i>Taranaki Land District - Ruapehu District</i> 0.1014 hectares, more or less, being Lot 13 DP 6904. All record of title TNK4/522 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
14 Williams Avenue, Ohura (PF 1465)	<i>Taranaki Land District - Ruapehu District</i> 0.0893 hectares, more or less, being Lot 15 DP 6904. All record of title TNK3/807 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
6 Williams Avenue, Ohura (PF 1467)	<i>Taranaki Land District - Ruapehu District</i> 0.0893 hectares, more or less, being Lot 19 DP 6904. All record of title	separately	LINZ (Treaty Settlements Landbank)	2 years	No

## 4: DEFERRED SELECTION PROPERTIES

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
	TNK4/524 for the fee simple estate.				
8 Williams Avenue, Ohura (PF 1466)	<i>Taranaki Land District - Ruapehu District</i> 0.0845 hectares, more or less, being Lot 18 DP 6904. All record of title TNK4/523 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
15-19 Mangaparo Road/ Huia Street, Ohura (PF 1311)	<i>Taranaki Land District - Ruapehu District</i> 0.3209, more or less, being Sections 1, 2 and 3 Block XXI Town of Ohura. All record of title TNL1/1013 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
20 Mangaparo Road, Ohura (PF 1458)	<i>Taranaki Land District - Ruapehu District</i> 0.1027 hectares, more or less, being Part Lot 1 DP 6172. All record of title 54501 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
22-24 Mangaparo Road, Ohura (PF 1312)	<i>Taranaki Land District - Ruapehu Local</i> 0.2008 hectares, more or less, being Lot 1 DP 20291. All record of title TNL1/812 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
184-186 Taringamotu Road, Taringamotu (PF 1613)	<i>South Auckland Land District - Ruapehu District</i> 2.0234 hectares, more or less, being Section 4 Block XIII Tuhua Survey District. All record of title SA71B/10	separately	LINZ (Treaty Settlements Landbank)	2 years	No

PROPERTY REDRESS

4: DEFERRED SELECTION PROPERTIES

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
	for the fee simple estate.				
54 Taringamotu Road, Taumarunui (PF 1901)	<i>South Auckland Land District - Ruapehu District</i> 0.0968 hectares, more or less, being Lot 9 DP South Auckland 6301. All record of title 564705 for the fee simple estate.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
Tokanui Village site 1 (PF1388,1389 and part 1184)	<i>South Auckland Land District - Waipa District</i> 0.2205 hectares, more or less, being Section 1 SO 47764. All Gazette notice 5430600.2 9.7069 hectares, more or less, being Section 1 SO 59771. Part transfer B614333.1.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
Tokanui Village site 2 (part PF1184)	<i>South Auckland Land District - Waipa District</i> 3.1464 hectares, more or less, being Section 3 SO 44852. Part transfer B614333.1.	separately	LINZ (Treaty Settlements Landbank)	2 years	No
Tokanui Hospital Residential Area (part PF1184)	<i>South Auckland Land District – Otorohanga District</i> 1.10 hectares, approximately, being Part Section 1 SO 44852. Part transfer B614333.1. Subject to survey. As shown on the Tokanui Hospital Residential Area Diagram in the attachments.	separately	LINZ (Treaty Settlements Landbank)	2 years	No

4: DEFERRED SELECTION PROPERTIES

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
Aria School (land only)	<p><i>Taranaki Land District - Waitomo District</i></p> <p>1.9565 hectares, approximately, being Part Section 13 Aria Suburban. Part Gazette 1907, p 1236. Subject to survey.</p> <p>0.1138 hectares, more or less, being Part Section 54 Aria Suburban. All Proclamation 118568.</p> <p>0.0911 hectares, more or less, being Closed Road Aria Suburban. All Proclamation 120605.</p> <p>Related school site description subject to clauses 6.10 and 6.11.</p>	separately	Ministry of Education	2 years	Yes
Kio Kio School (land only)	<p><i>South Auckland Land District - Otorohanga District</i></p> <p>0.8094 hectares, more or less being Part Section 5 Block I Mangaorongo Survey District. All record of title SA127/100 for the fee simple estate.</p> <p>0.0832 hectares, more or less being Lot 1 DPS 779. All record of title being SA1013/159 for the fee simple estate.</p> <p>0.0928 hectares, more or less being Lot 1 DP 33241. All record of title being SA863/225 for the fee simple estate.</p>	separately	Ministry of Education	2 years	Yes

4: DEFERRED SELECTION PROPERTIES

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
	0.7557 hectares, more or less, being Part Section 5 Block I Mangaorongo Survey District. All Proclamation S105746.				
Korakonui School (land only)	<i>South Auckland Land District - Otorohanga District</i> 2.7606 hectares, approximately, being Part Section 1A Block XVI Puniu Survey District. Part <i>Gazette</i> 1914, p 155. Subject to survey. Related school site description subject to clauses 6.10 and 6.11.	separately	Ministry of Education	2 years	Yes
Pokuru School (land only)	<i>South Auckland Land District - Waipa District</i> 1.9361 hectares, approximately, being Part Section 13 Block V Puniu Survey District. Part record of title SA231/12 for the fee simple estate. Subject to survey. Related school site description subject to clauses 6.10 and 6.11.	separately	Ministry of Education	2 years	Yes
Te Kuiti High School (land only)	<i>South Auckland Land District - Waitomo District</i> 6.2408 hectares, more or less, being Lots 1 and 6 DP 34583, Part Lot 9 DP 16188. All <i>Gazette</i> notice H136323.	separately	Ministry of Education	2 years	Yes

PROPERTY REDRESS

**4: DEFERRED SELECTION PROPERTIES**

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency	Deferred selection period	Leaseback?
	1.75 hectares, approximately, being Part Lot 13 DP 6731 and Part Lots 3 and 4 DP 18943. Part Proclamation 91851. Subject to survey.				

**Subpart B: DSP School House site information for related school sites**

Name/Address	Description
Aria School house site (land only)	<p><i>Taranaki Land District</i></p> <p>0.0669 hectares, approximately - subject to ground verification, being Part Section 13 Aria Suburban. Part <i>Gazette</i> 1907, p 1236, as shown bordered yellow on the Aria School House site diagram in the attachments.</p> <p>Related school site: the property described as Aria School (land only) above.</p>
Korakonui School house site (land only)	<p><i>South Auckland Land District</i></p> <p>0.1304 hectares, approximately - subject to ground verification, being Part Section 1A Block XVI Puniu Survey District. Part <i>Gazette</i> 1914, p 155, as shown bordered yellow on the Korakonui School House site diagram in the attachments.</p> <p>Related school site: the property described as Korakonui School (land only) above.</p>
Pokuru School house site (land only)	<p><i>South Auckland Land District</i></p> <p>0.0873 hectares, approximately - subject to ground verification, being Part Section 13 Block V Puniu Survey District. Part record of title SA231/12 for the fee simple estate, as shown bordered yellow on the Pokuru School House site diagram in the attachments.</p> <p>Related school site: the property described as Pokuru School (land only) above.</p>

4: DEFERRED SELECTION PROPERTIES

**Subpart C: Tokanui Hospital deferred selection properties**

Name/Address	Description	Valuation Process (Separately/ Jointly)	Land holding Agency
Area 1, Tokanui Hospital Property	The area within the general location (but not the precise boundaries) identified as Area 1 on the plan in part 7 of the attachments, being part Section 1 SO 44852.  Subject to survey.	Separate	LINZ (Treaty Settlements Landbank)
Area 2, Tokanui Hospital Property	The area within the general location (but not the precise boundaries) identified as Area 2 on the plan in part 7 of the attachments, being part Section 1 SO 44852.  Subject to survey.	Separate	LINZ (Treaty Settlements Landbank)
Area 3, Tokanui Hospital Property	The area within the general location (but not the precise boundaries) identified as Area 3 on the plan in part 7 of the attachments, being part Section 1 SO 44852.  Subject to survey.	Separate	LINZ (Treaty Settlements Landbank)
Area 4, Tokanui Hospital Property	The area within the general location (but not the precise boundaries) identified as Area 4 on the plan in part 7 of the attachments, being part Section 1 SO 44852.  Subject to survey.	Separate	LINZ (Treaty Settlements Landbank)

## **5 DEFERRED PURCHASE**

### **SUBPART A. RIGHT OF PURCHASE**

#### **NOTICE OF INTEREST**

- 5.1. The governance entity may during the deferred selection period for each deferred selection property, give the Crown a written notice of interest in purchasing that deferred selection property.

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

- 5.2. If the governance entity gives, in accordance with this part, a notice of interest in a deferred selection property –
- 5.2.1. the Crown must, not later than [10] business days after the notification date, give the governance entity all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and
- 5.2.2. the property's transfer value, and, its initial annual rent (if the property is a leaseback deferred selection property that is not a school site), must be determined or agreed in accordance with –
- (a) subpart B of this Part 5, if it is a joint valuation property; or
- (b) subpart C of this Part 5, if it is a separate valuation property.

#### **ELECTION TO PURCHASE**

- 5.3. If the governance entity gives a notice of interest in a deferred selection property in accordance with this part, it must give the Crown written notice of whether or not it elects to purchase the property, by not later than 15 business days after –
- 5.3.1. its transfer value being determined or agreed in accordance with this part, if –
- (a) it is not a leaseback deferred selection property; or
- (b) it is a leaseback deferred selection property that is a school site; or
- 5.3.2. both its transfer value and its initial annual rent being determined or agreed in accordance with this part, if it is a leaseback deferred selection property that is not a school site.

The governance entity must include the tax information required pursuant to paragraph 6.51 in its election notice.

**5: DEFERRED PURCHASE**

**EFFECT OF ELECTION TO PURCHASE**

- 5.4. If the governance entity gives an election notice electing to purchase a deferred selection property in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the property at the transfer value determined or agreed in accordance with this part, plus GST if any, on the terms in part 6 and under which –
- 5.4.1. on the DSP settlement date –
- (a) the Crown must transfer the property to the governance entity; and
  - (b) the governance entity must pay to the Crown an amount equal to the transfer value of the property determined or agreed in accordance with this part, plus GST if any, by –
    - (i) the SCP system, as defined in Guideline 7 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (July 2020); or
    - (ii) another payment method agreed by the parties; and
- 5.4.2. if the property is a leaseback deferred selection property, the parties must, by or on the DSP settlement date, sign the Crown leaseback (being a registrable lease of the property) –
- (a) commencing on the actual TSP settlement date; and
  - (b) in the case of a Crown leaseback of a school site at an initial annual rent determined by multiplying the transfer value of the property by the percentage specified in clause 2.2 of the Crown leaseback to the Ministry of Education (plus GST, if any, on the amount so determined); and
  - (c) in the case of a Crown leaseback deferred selection property that is not a school site, at its initial annual rent determined or agreed under this part (plus GST, if any, on the amount so determined or agreed); and
  - (d) on the terms provided in part 11 of the documents schedule for the leaseback.

5: DEFERRED PURCHASE

**SUBPART B. DETERMINING THE TRANSFER VALUE AND INITIAL ANNUAL RENT OF A JOINT VALUATION PROPERTY**

*Note - There are no joint valuation properties*

**APPLICATION OF THIS SUBPART**

5.5. This subpart provides how the following are to be determined after the governance entity has given, in accordance with this part, a notice of interest in a deferred selection property that is a joint valuation property:

5.5.1. its transfer value:

5.5.2. if it is a leaseback deferred selection property, its initial annual rent.

5.6. The market value, and if applicable the market rental, are to be determined as at the notification date.

**APPOINTMENT OF VALUER**

5.7. The parties must, not later than [10] business days after the notification date, agree upon and jointly appoint a valuer.

5.8. If the parties do not jointly appoint a valuer in accordance with paragraph 5.7, either party may request the President of the New Zealand Institute of Valuers to appoint a valuer as soon as practicable.

5.9. The parties must, not later than [5] business days after the valuer's appointment, jointly instruct the valuer using the form of instructions in appendix 1 to part 5 and, if the parties do not jointly instruct the valuer in accordance with this paragraph, either party may on behalf of both parties.

**VALUER'S QUALIFICATIONS**

5.10. The valuer must be –

5.10.1. a registered valuer; and

5.10.2. independent; and

5.10.3. experienced in determining –

(a) the market value of similar properties; and

(b) if applicable, the market rental of similar properties.

**VALUATION REPORT**

5.11. The valuer must, not later than [50] business days after the notification date, –

5.11.1. prepare a valuation report in accordance with the instructions; and

5.11.2. provide each party with a copy of the valuation report.

The valuation report must comply with the latest International Valuation Standards that apply on the valuation date, or explain where it is at variance with those standards.

**5: DEFERRED PURCHASE**

**TRANSFER VALUE AND INITIAL ANNUAL RENT**

- 5.12. Unless the parties agree otherwise in writing the transfer value of the joint valuation property for the purposes of paragraph 5.4.1(b), and if applicable its initial annual rent for the purposes of paragraph 5.4.2(c), is as provided in the valuation report as, respectively, the market value and the market rental for the property.

**5: DEFERRED PURCHASE**

**SUBPART C. DETERMINING THE TRANSFER VALUE AND INITIAL ANNUAL RENT OF A SEPARATE VALUATION PROPERTY**

**APPLICATION OF THIS SUBPART**

- 5.13. This subpart provides how the following are to be determined after the governance entity has given, in accordance with this part, a notice of interest in a deferred selection property that is a separate valuation property:
- 5.13.1. its transfer value:
  - 5.13.2. if it is a leaseback deferred selection property that is not a school site, its initial annual rent.
- 5.14. The transfer value, and if applicable the initial annual rent, are to be determined as at the notification date.

**APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR**

- 5.15. Not later than [10] business days after the notification date, the parties, in relation to a separate valuation property:
- 5.15.1. must each:
    - (a) instruct a valuer using the form of instructions in appendix 2 to part 5; and
    - (b) give written notice to the other of the valuer instructed; and
  - 5.15.2. may agree and jointly appoint the person to act as the valuation arbitrator in respect of the separate valuation property.
- 5.16. If the parties do not agree and do not jointly appoint a person to act as a valuation arbitrator within [15] business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.
- 5.17. The parties must ensure the terms of appointment of their respective registered valuers require the valuers to participate in the valuation process.

**QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR**

- 5.18. Each valuer must be a registered valuer.
- 5.19. The valuation arbitrator –
- 5.19.1. must be suitably qualified and experienced in determining disputes about –
    - (a) the market value of similar properties; and
    - (b) if applicable, the market rental of similar properties; and
  - 5.19.2. is appointed when he or she confirms his or her willingness to act.

**5: DEFERRED PURCHASE**

**VALUATION REPORTS**

- 5.20. Each party must, in relation to a separate valuation property, not later than:
- 5.20.1. [50] business days after the notification date, provide a copy of its final valuation report to the other party; and
  - 5.20.2. [60] business days after the notification date, provide its valuer's written analysis report (referred to in part 5, appendix 2 para (f) under heading "Valuation of Property") to the other party.
- 5.21. Valuation reports must comply with the latest International Valuation Standards that apply on the valuation date, or explain where they are at variance with those standards.

**EFFECT OF DELIVERY OF ONE VALUATION REPORT**

- 5.22. If only one valuation report for a separate valuation property that is not a school site is delivered by the required date, the transfer value of the property, and if applicable its initial annual rent, is the market value and the market rental, as assessed in the report.
- 5.23. If only one valuation report for a separate valuation property that is a school site is delivered by the required date, the transfer value of the property is the market value as assessed in the report (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%).

**NEGOTIATIONS TO AGREE A TRANSFER VALUE AND INITIAL ANNUAL RENT**

- 5.24. If both valuation reports for a separate valuation property are delivered by the required date:
- 5.24.1. the parties must endeavour to agree in writing:
    - (a) the transfer value of the separate valuation property that is not a school site; or
    - (b) if the separate valuation property is a school site, the transfer value (being the agreed market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
    - (c) if the property is a leaseback deferred selection property that is not a school site, its initial annual rent.
  - 5.24.2. either party may, if the transfer value of the separate valuation property or, if applicable, its initial annual rent, is not agreed in writing within [70] business days after the notification date and if a valuation arbitrator has been appointed under paragraph 5.15.2 or paragraph 5.16, refer that matter to the determination of the valuation arbitrator; or
  - 5.24.3. if agreement under paragraph 5.24.1 has not been reached within the [70] business days after the notification date but the valuation arbitrator has not been appointed under paragraph 5.15.2 or paragraph 5.16, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further [5] business days; and
  - 5.24.4. if paragraph 5.24.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further [5] business days, either party may

**5: DEFERRED PURCHASE**

request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and

- 5.24.5. the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

**VALUATION ARBITRATION**

- 5.25. The valuation arbitrator must, not later than [10] business days after the arbitration commencement date, –

- 5.25.1. give notice to the parties of the arbitration meeting, which must be held –

- (a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but
- (b) not later than [30] business days after the arbitration commencement date; and

- 5.25.2. establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable, –

- (a) each valuer; and
- (b) any other person giving evidence.

- 5.26. Each party must –

- 5.26.1. not later than 5pm on the day that is [5] business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –

- (a) its valuation report; and
- (b) its submission; and
- (c) any sales, rental, or expert evidence that it will present at the meeting; and

- 5.26.2. attend the arbitration meeting with its valuer.

- 5.27. The valuation arbitrator must –

- 5.27.1. have regard to the requirements of natural justice at the arbitration meeting; and

- 5.27.2. no later than [50] business days after the arbitration commencement date, give his or her determination –

- (a) of the market value of the separate valuation property (which in respect of a school site is to be the market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
- (b) if applicable, of its market rental; and

**5: DEFERRED PURCHASE**

- (c) being no higher than the higher, and no lower than the lower, assessment of market value and/or market rental, as the case may be, contained in the parties' valuation reports.

5.28. An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

**TRANSFER VALUE AND INITIAL ANNUAL RENT**

5.29. The transfer value of the separate valuation property for the purposes of paragraph 5.4.1(b), and if applicable its initial annual rent for the purposes of paragraph 5.4.2(c), is:

- 5.29.1. determined under paragraph 5.22 or 5.23 (as the case may be); or
- 5.29.2. agreed under paragraph 5.24.1; or
- 5.29.3. the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 5.27.2, if the determination is in respect of a property that is not a school site; or
- 5.29.4. if the property is a school site, the market value determined by the valuation arbitrator under paragraph 5.27.2, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%).

**5: DEFERRED PURCHASE**

**SUBPART D. GENERAL PROVISIONS**

**TIME LIMITS**

- 5.30. Time is of the essence for the time limits in paragraphs 5.1 and 5.3.
- 5.31. In relation to the time limits in this part, other than those referred to in paragraph 5.30, each party must use reasonable endeavours to ensure –
- 5.31.1. those time limits are met and delays are minimised; and
  - 5.31.2. in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

**DETERMINATION FINAL AND BINDING**

- 5.32. The valuer's determination under subpart B and the valuation arbitrator's determination under subpart C are final and binding.

**COSTS**

- 5.33. In relation to the determination of –
- 5.33.1. the transfer value, and initial annual rent, of a joint valuation property, the Crown must pay the valuer's costs; and
  - 5.33.2. the transfer value, and initial annual rent, of a separate valuation property, each party must pay –
    - (a) its costs; and
    - (b) half the costs of a valuation arbitration; or
    - (c) such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

**ENDING OF OBLIGATIONS**

- 5.34. The Crown's obligations under this deed in relation to a deferred selection property immediately cease if –
- 5.34.1. the governance entity –
    - (a) does not give notice of interest in relation to the property in accordance with paragraph 5.1; or
    - (b) gives notice of interest in relation to the property in accordance with paragraph 5.1 but the governance entity –
      - (i) gives an election notice under which it elects not to purchase the property; or
      - (ii) does not give an election notice in accordance with paragraph 5.3 electing to purchase the property; or

**5: DEFERRED PURCHASE**

- (c) gives the Crown written notice that it is not interested in purchasing the property at any time before an agreement for the sale and purchase of the property is constituted under paragraph 5.4; or
- 5.34.2. an agreement for the sale and purchase of the property is constituted under paragraph 5.4 and the agreement is cancelled in accordance with the terms of transfer in part 6.

5: DEFERRED PURCHASE

**APPENDIX 1 - JOINT VALUATION**

***Please Note: This section is not applicable as there are no joint valuation properties in this settlement. The text remains so as to avoid the need for alterations to cross-referencing.***

***[Note - If these instructions apply to -***

- ***a non-leaseback property, references connected with a leaseback (including references to assessing the property's market rental) must be deleted;***

***These instructions may be modified to apply to more than one joint valuation property.]***

**[Valuer's name]**

**[Address]**

**Valuation instructions**

**INTRODUCTION**

**[Name]** (the **governance entity**) has the right under a deed of settlement to purchase properties from **[name]** (the **land holding agency**).

This right is given by:

- clause [X] of the deed of settlement; and
- part 5 of the property redress schedule.

**PROPERTY TO BE VALUED**

The governance entity has given the land holding agency a notice of interest in purchasing –

*[describe the property including its legal description]*

**[PROPERTY TO BE LEASED BACK**

If the governance entity purchases the property from the Crown, the governance entity will lease the property back to the Crown on the terms provided by the lease in part [X] of the documents schedule to the deed of settlement (the **agreed lease**).

As the agreed lease is a ground lease, the ownership of the improvements on the property (the **Lessee's improvements**) remains unaffected by the transfer.]

**DEED OF SETTLEMENT**

A copy of the deed of settlement is enclosed.

Your attention is drawn to –

- part 5; and
- the agreed lease of the property in part [X] of the documents schedule to the deed.

## 5: DEFERRED PURCHASE

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 5.

A term defined in the deed of settlement has the same meaning when used in these instructions.

The property is a joint valuation property for the purposes of part 5. Subpart B of part 5 applies to the valuation of joint valuation properties.

### ASSESSMENT OF MARKET VALUE REQUIRED

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

[As the Lessee's improvements will not transfer, the market value of the property is to be the market value of its land (i.e. not including any Lessee's improvements).]

The market value of the property assessed by you will be the basis of establishing the transfer value at which the governance entity may elect to purchase the property under part 5, plus GST (if any).

### [ASSESSMENT OF MARKET RENTAL REQUIRED

You are also required to assess the market rental (exclusive of GST) for the property, as at the valuation date, being the rent payable from the commencement of the agreed lease.

The market rental for the property is to be the market rental payable under the agreed lease, being a ground lease. So it will be the rent payable for its land (i.e. excluding any Lessee's improvements).]

### REQUIREMENTS FOR YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that –

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

Your valuation is –

- (a) to assess market value on the basis of market value as defined in the latest editions of the Australia and New Zealand Valuation and Property Standards and the International Valuation Standards that apply on the valuation date; and
- (b) to take into account –
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and
  - (ii) the terms of the agreed lease]; and

**5: DEFERRED PURCHASE**

- (iii) the attached disclosure information about the property that has been given by the land holding agency to the governance entity, including the disclosed encumbrances; and
- (iv) the terms of transfer in part 6 of the property redress schedule to the deed of settlement (that will apply to a purchase of the property by the governance entity); but
- (c) not to take into account a claim in relation to the property by, or on behalf of, Maniapoto[; and
- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

**REQUIREMENTS FOR YOUR VALUATION REPORT**

We require a full valuation report in accordance with the latest editions of the Australia and New Zealand Valuation and Property Standards and the International Valuation Standards that apply on the valuation date, including –

- (a) an executive summary, containing a summary of –
  - (i) the valuation; and
  - (ii) [the market rental; and]
  - (iii) the key valuation parameters; and
  - (iv) the key variables affecting value; and
  - (v) a detailed description, and a clear statement of the land value; and
- (b) a clear statement as to any impact of –
  - (i) the disclosed encumbrances[; and
  - (ii) the agreed lease;] and
- (c) details of your assessment of the highest and best use of the property; and
- (d) comment on the rationale of likely purchasers[, and tenants,] of the property; and
- (e) a clear identification of the key variables which have a material impact on the valuation; and
- (f) full details of the valuation method or methods; and
- (g) appendices setting out –
  - (i) a statement of the valuation methodology and policies; and
  - (ii) relevant market and sales information.

## 5: DEFERRED PURCHASE

Your report must comply with the minimum requirements set out in the latest International Valuation Standard, Market Value Basis of Valuation, and other relevant standards that apply on the valuation date.

Your report must contain a clear statement of the treatment of GST (if any) to the property valuation.

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

### ACCEPTANCE OF THESE INSTRUCTIONS

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

- (a) [30] business days after the valuation date, to prepare and deliver to each of us a draft valuation report; and
- (b) [50] business days after the valuation date, to:
  - (i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to each of us.

### OPEN AND TRANSPARENT VALUATION

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

In particular, you must copy any questions you have or receive with regard to the valuation, together with the responses, to the governance entity and the land holding agency.

Yours faithfully

**[Name of signatory]**  
**[Position]**  
**[Governance entity]**

**[Name of signatory]**  
**[Position]**  
**[Land holding agency]**

5: DEFERRED PURCHASE

APPENDIX 2 - SEPARATE VALUATION

*[Note - If these instructions apply to –*

- *a Tokanui Hospital deferred selection property, the valuer's attention should be drawn to part 9, particularly paragraph 9.22; or*
- *a non-leaseback property, references connected with a leaseback (including references to assessing the property's market rental) must be deleted; or*
- *a leaseback property –*
  - *that is to be leased back to the Ministry of Education, references to assessing the property's market rental must be deleted; or*
  - *that is not to be leased back to the Ministry of Education, references to a lease to the Ministry of Education and to the market value of a school site must be deleted; or*
  - *that is to be leased back to the Ministry of Education but is not within the area governed by Auckland Council, the paragraphs relating to specialised zoning must be deleted.*

*These instructions may be modified to apply to more than one separate valuation property.]*

*[Valuer's name]*

*[Address]*

**Valuation instructions**

**INTRODUCTION**

**[Name]** (the **governance entity**) has the right under a deed of settlement to purchase properties from **[name]** (the **land holding agency**).

This right is given by:

- (a) clause 6.7 of the deed of settlement; and
- (b) part 5 of the property redress schedule.

**PROPERTY TO BE VALUED**

The governance entity has given the land holding agency a notice of interest in purchasing –

*[describe the property including its legal description]*

**[PROPERTY TO BE LEASED BACK**

If the governance entity purchases the property from the Crown, the governance entity will lease the property back to the Crown on the terms provided by the lease in part 11 of the documents schedule to the deed of settlement (the **agreed lease**).

**5: DEFERRED PURCHASE**

As the agreed lease is a ground lease, the ownership of the improvements on the property (the **Lessee's improvements**), remains unaffected by the transfer.]

**DEED OF SETTLEMENT**

A copy of the deed of settlement is enclosed.

Your attention is drawn to –

- (a) part 5; and
- (b) the agreed lease of the property in part 11 of the documents schedule to the deed].

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 5.

A term defined in the deed of settlement has the same meaning when used in these instructions.

The property is a separate valuation property for the purposes of part 5. Subpart C of part 5 applies to the valuation of separate valuation properties.

**ASSESSMENT OF MARKET VALUE REQUIRED**

You are required to undertake a valuation to assess the market value of the property [that is a school site in accordance with the methodology below] as at [**date**] (the **valuation date**), being the date the land holding agency received the notice of interest in the property from the governance entity.

[As the Lessee's improvements will not transfer, the market value of the property is to be the market value of its land (i.e. not including any Lessee's improvements).]

The [**land holding agency**][**governance entity**][**delete one**] will require another registered valuer to assess the market value of the property [, and its market rental,] as at the valuation date.

The two valuations are to enable the market value of the property, [and its market rental,] to be determined either:

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

The market value of the property so determined will be the basis of establishing the "transfer value" at which the governance entity may elect to purchase the property under part 5, plus GST (if any).

**[MARKET VALUE OF A SCHOOL SITE**

For the purposes of these instructions the intention of the parties in respect of a school site is to determine a transfer value to reflect the designation and use of the land for education purposes.

The market value of a school site is to be calculated as the market value of the property, exclusive of improvements, based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%.

**5: DEFERRED PURCHASE**

A two-step process is required:

- 1) firstly, the assessment of the unencumbered market value (based on highest and best use) by:
  - (a) disregarding the designation and the Crown leaseback; and
  - (b) considering the zoning in force at the valuation date; and
  - (c) excluding any improvements on the land; and
- 2) secondly, the application of a 20% discount to the unencumbered market value to determine the market value as a school site (transfer value).

[If, in the relevant district or unitary plan, the zoning for the school site is Specialised (as defined below), the zoning for the school site for the purposes of step 1(b) of the two-step process above will be deemed to be the Alternative Zoning (as defined below).

For the purposes of these instructions:

- **"Specialised"** means specialised for a school site or otherwise specialised to a public or community use or public work (including education purposes).
- **"Alternative Zoning"** means the most appropriate probable zoning which provides for the highest and best use of the school site as if the school (or any other public or community use or public work, including education purposes) was hypothetically not present. The Alternative Zoning will be determined with reference to (in no particular order):
  - (a) the underlying zoning for the school site (if any);
  - (b) the zoning for the school site immediately prior to its Specialised zoning;
  - (c) the zoning of land adjacent to or in the immediate vicinity of the school site (or both) if there is a uniform neighbouring zone;
  - (d) if the school site is within the area governed by Auckland Council, the underlying zoning applied to the school site in the Auckland Unitary Plan namely [*insert the zoning from the Auckland Unitary Plan that applies on the valuation date*]; and
  - (e) any other relevant consideration in the reasonable opinion of a registered valuer that would support the most probable zoning which provides for the highest and best use of the school site.]

The transfer value is used to determine the initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).]

**[ASSESSMENT OF MARKET RENTAL REQUIRED**

You are also required to assess the market rental (exclusive of GST) for the property, as at the valuation date, being the rental payable from the commencement of the agreed lease.

The market rental for the property is to be the market rental payable under the agreed lease, being a ground lease. So it will be the rent payable for its land (i.e. excluding any Lessee's improvements).]

**5: DEFERRED PURCHASE**

**VALUATION OF PROPERTY**

You must, in relation to a property:

- (a) before inspecting the property, determine with the other valuer:
  - (i) the valuation method or methods applicable to the property; and
  - (ii) the comparable sales [, and comparable market rentals if the property is not a school site,] to be used in determining the market value of the property [and its market rental if the property is not a school site]; and
- (b) inspect the property, where practical, together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and
- (d) by not later than [30] business days after the valuation date, prepare, and deliver to us, a draft valuation report; and
- (e) by not later than [45] business days after the valuation date:
  - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than [55] business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property [and its market rental if the property is not a school site]; and
- (g) by not later than [65] business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value [and its market rental if the property is not a school site]; and
- (h) if a consensus on market value [and its market rental if the property is not a school site] is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and
- (i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property [and its market rental if the property is not a school site]; and
- (j) if a review valuer has been appointed by parties, you must within 5 business days of receipt of the review valuer's report, review your market valuation report, taking into account the findings of the review valuer, and provide us with a written report of your assessment of the market value of the property; and
- (k) participate in any arbitration process required under subpart C to determine the market value of the property [and its market rental if the property is not a school site].

5: DEFERRED PURCHASE

**REQUIREMENTS FOR YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that –

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

Your valuation is –

- (a) to assess market value on the basis of market value as defined in the latest editions of the Australia and New Zealand Valuation and Property Standards and the International Valuation Standards that apply on the valuation date; and
- (b) to take into account –
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date[; and
  - (ii) the terms of the agreed lease]; and
  - (iii) the attached disclosure information about the property that has been given by the land holding agency to the governance entity, including the disclosed encumbrances; and
  - (iv) the terms of transfer in part 6 of the property redress schedule to the deed of settlement (that will apply to a purchase of the property by the governance entity); but
- (c) not to take into account a claim in relation to the property by or on behalf of Maniapoto[; and
- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

**REQUIREMENTS FOR YOUR VALUATION REPORT**

We require a full valuation report in accordance with the latest editions of the Australia and New Zealand Valuation and Property Standards and the International Valuation Standards that apply on the valuation date, including –

- (a) an executive summary, containing a summary of –
  - (i) the valuation; and
  - (ii) [the market rental; and]
  - (iii) the key valuation parameters; and
  - (iv) the key variables affecting value; and

**5: DEFERRED PURCHASE**

- (b) a detailed description, and a clear statement, of the land value; and
- (c) a clear statement as to any impact of –
  - (i) the disclosed encumbrances[; and
  - (ii) the agreed lease]; and
- (d) details of your assessment of the highest and best use of the property [including, where relevant, details of the deemed most appropriate probable zoning for the school site]; and
- (e) comment on the rationale of likely purchasers [,and tenants,] of the property; and
- (f) a clear identification of the key variables which have a material impact on the valuation; and
- (g) full details of the valuation method or methods; and
- (h) appendices setting out –
  - (i) a statement of the valuation methodology and policies; and
  - (ii) relevant market and sales information.

Your report must comply with the minimum requirements set out in the latest International Valuation Standard, Market Value Basis of Valuation, and other relevant standards that apply on the valuation date.

Your report must contain a clear statement of the treatment of GST (if any) to the property valuation.

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

**ACCEPTANCE OF THESE INSTRUCTIONS**

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

- (a) [30] business days after the valuation date, to prepare and deliver to us a draft valuation report; and
- (b) [45] business days after the valuation date, to:
  - (i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (c) [55] business days after the valuation date, to prepare and deliver to us a written analysis of both valuation reports; and
- (d) [65] business days after the valuation date, to meet with the other valuer to discuss your respective valuation reports and written analysis reports.

**5: DEFERRED PURCHASE**

**[ACCESS**

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

[Where the property is a school site, you should not enter on to [*insert name(s) of school site(s)*] without first arranging access through the Ministry of Education [*give contact details*] and should not contact the school(s) directly.]

**OPEN AND TRANSPARENT VALUATION**

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

In particular, you must:

- (a) copy any questions you have or receive with regard to the valuation, together with the responses, to the governance entity, the land holding agency, and the other valuer; and
- (b) make all reasonable attempts throughout this valuation process to resolve differences between you and the other valuer before delivering a copy of your final report to us.

Yours faithfully

**[Name of signatory]**

**[Position]**

**[Governance entity/Land holding agency][delete one]**

## 6 TERMS OF TRANSFER FOR LICENSED LAND AND PURCHASED DEFERRED SELECTION PROPERTIES

### APPLICATION OF THIS PART

- 6.1. This part applies to the transfer by the Crown to the governance entity of each of the following properties (a **transfer property**):
- 6.1.1. the licensed land; and
  - 6.1.2. each purchased deferred selection property.

### TRANSFER

- 6.2. The Crown must transfer the fee simple estate in a transfer property to the governance entity –
- 6.2.1. subject to, and where applicable with the benefit of, –
    - (a) the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 6.19.4(a)); and
    - (b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 6.19.4(b); and
    - (c) if the transfer property is licensed land, any encumbrances in relation to that property that the governance entity is required to provide to the Crown or the Crown is required to provide to the governance entity before the registration of the licensed land under clauses 6.4.2 and 6.4.3 of the deed of settlement; and
  - 6.2.2. if the property is a leaseback deferred selection property, subject to the Crown leaseback in relation to the property.
- 6.3. The Crown must pay any survey and registration costs required to transfer the fee simple estate in a transfer property to the governance entity.

### POSSESSION

- 6.4. On the TSP settlement date for the property, possession of a transfer property must –
- 6.4.1. be given by the Crown; and
  - 6.4.2. taken by the governance entity; and
  - 6.4.3. be vacant possession subject only to –
    - (a) any encumbrances referred to in paragraph 6.2.1 that prevent vacant possession being given and taken; and
    - (b) if the property is a leaseback deferred selection property, the Crown leaseback.

6: TERMS OF TRANSFER

SETTLEMENT

- 6.5. Subject to paragraphs 6.6 and 6.41.3, the Crown must provide the governance entity with the following in relation to a transfer property on the TSP settlement date for that property:
- 6.5.1. evidence of –
- (a) a registrable transfer instrument; and
  - (b) any other registrable instrument required by this deed in relation to the property:
- 6.5.2. all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered owner's interest in the property after the TSP settlement date.
- 6.6. If the fee simple estate in the transfer property may be transferred to the governance entity electronically under the relevant legislation, –
- 6.6.1. paragraph 6.5.1 does not apply; and
- 6.6.2. the Crown must ensure its solicitor, –
- (a) a reasonable time before the TSP settlement date for the property, –
    - (i) creates a Landonline workspace for the transfer to the governance entity of the fee simple estate in the property and for any other registrable instruments required by the deed in relation to the property (the **electronic transfer instruments**); and
    - (ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the electronic transfer instruments; and
  - (b) on the TSP settlement date, releases the electronic transfer instruments so that the governance entity's solicitor may submit them for registration under the relevant legislation; and
- 6.6.3. the governance entity must ensure its solicitor, a reasonable time before the TSP settlement date, certifies and signs the electronic transfer instruments for the property prepared in the Landonline workspace under paragraph 6.6.2(a)(ii); and
- 6.6.4. paragraphs 6.6.2 and 6.6.3 are subject to paragraph 6.41.3.
- 6.7. The **relevant legislation** for the purposes of paragraph 6.6 is the Land Transfer Act 2017.
- 6.8. The Crown must, on the actual TSP settlement date for a transfer property, provide the governance entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown unless –
- 6.8.1. the property is a leaseback deferred selection property; and
- 6.8.2. to provide it would be inconsistent with the Crown leaseback.

**6: TERMS OF TRANSFER**

- 6.9. The transfer value of, or the amount payable by the governance entity for, a transfer property is not affected by –
- 6.9.1. a non-material variation, or a material variation entered into under paragraph 6.19.4(a), of a disclosed encumbrance affecting or benefiting the property; or
  - 6.9.2. an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 6.19.4(b).

**APPORTIONMENT OF OUTGOINGS AND INCOMINGS**

- 6.10. If, as at the actual TSP settlement date for a transfer property, –
- 6.10.1. the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the governance entity must pay the amount of the excess to the Crown; or
  - 6.10.2. the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the governance entity.
- 6.11. The outgoings for a transfer property for the purposes of paragraph 6.10 do not include insurance premiums and the governance entity is not required to take over from the Crown any contract of insurance in relation to the transfer property.
- 6.12. The incomings for the licensed land for the purposes of paragraph 6.10 do not include licence fees under the Crown forestry licence.
- 6.13. An amount payable under paragraph 6.10 in relation to a transfer property must be paid on the actual TSP settlement date for the transfer property.
- 6.14. The Crown must, before the actual TSP settlement date for a transfer property, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 6.10.

**FIXTURES, FITTINGS, AND CHATTELS**

- 6.15. The transfer of a transfer property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.
- 6.16. Paragraph 6.15 does not apply to the Lessee's improvements located on a leaseback deferred selection property.
- 6.17. Fixtures and fittings must be transferred under paragraph 6.15 free of mortgage or charge.
- 6.18. The transfer of a transfer property does not include chattels.

**OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD**

- 6.19. During the transfer period for a transfer property, the Crown must –
- 6.19.1. ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and

**6: TERMS OF TRANSFER**

- 6.19.2. pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and
- 6.19.3. ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period –
  - (a) by the Crown; or
  - (b) with the Crown's written authority; and
- 6.19.4. obtain the prior written consent of the governance entity before –
  - (a) materially varying a disclosed encumbrance affecting or benefiting the property; or
  - (b) entering into an encumbrance affecting or benefiting the property; or
  - (c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the Resource Management Act 1991 or any other legislation; and
- 6.19.5. use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 6.20.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 6.2, but

in the case of a leaseback deferred selection property these obligations are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the Crown leaseback as if it applied during the transfer period.

- 6.20. During the transfer period in relation to a transfer property, the governance entity –
  - 6.20.1. must not unreasonably withhold or delay any consent sought under paragraph 6.19.4; and
  - 6.20.2. may enter and inspect the property on one occasion –
    - (a) after giving reasonable notice; and
    - (b) subject to the terms of the encumbrances referred to in paragraph 6.2; and
  - 6.20.3. subject to complying with all reasonable conditions imposed by the Crown.

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

- 6.21. During the transfer period for the licensed land, the Crown –
  - 6.21.1. must prudently manage the licensor's rights under the Crown forestry licence in relation to the licensed land; and

**6: TERMS OF TRANSFER**

- 6.21.2. in reviewing the licence fee under the Crown forestry licence, must ensure that, so far as reasonably practicable, the governance entity's interests as licensor after the settlement date are not prejudiced; and
- 6.21.3. must provide the governance entity with all material information, and must have regard to the governance entity's written submissions, in relation to the performance of the Crown's obligations under paragraphs 6.21.1 and 6.21.2; and
- 6.21.4. must, so far as is reasonably practicable, provide the information to the governance entity under paragraph 6.21.3 in sufficient time to enable it to make effective submissions on the performance of the Crown's obligations under paragraphs 6.21.1 and 6.21.2; but
- 6.21.5. is not required to provide information to the governance entity under paragraph 6.21.3 if that would result in the Crown breaching a confidentiality obligation.

**OBLIGATIONS AFTER SETTLEMENT**

- 6.22. The Crown must –
  - 6.22.1. give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TSP settlement date for the property, or as soon as reasonably practicable thereafter where the transfer property is subject to survey; and
  - 6.22.2. if it receives a written notice in relation to a transfer property from the Crown, a territorial authority, or a tenant after the actual TSP settlement date for the property, –
    - (a) comply with it; or
    - (b) provide it promptly to the governance entity or its solicitor; or
  - 6.22.3. pay any penalty incurred by the governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 6.22.2.
- 6.23. From the TSP settlement date, the governance entity must comply with the licensor's obligations under the Crown forestry licence in relation to the licensed land –
  - 6.23.1. including the obligation to –
    - (a) repay any overpayment of licence fees by the licensee; and
    - (b) pay interest arising on or after the TSP settlement date on that overpayment.

**RISK AND INSURANCE**

- 6.24. A transfer property is at the sole risk of –
  - 6.24.1. the Crown, until the actual TSP settlement date for the property; and
  - 6.24.2. the governance entity, from and including the actual TSP settlement date for the property.

**6: TERMS OF TRANSFER**

**DAMAGE AND DESTRUCTION**

- 6.25. Paragraphs 6.26 to 6.34 apply if, before the actual TSP settlement date for a transfer property, –
- 6.25.1. the property is destroyed or damaged; and
  - 6.25.2. the destruction or damage has not been made good.
- 6.26. Paragraph 6.27 applies if the transfer property is –
- 6.26.1. a purchased deferred selection property; and
  - 6.26.2. as a result of the destruction or damage, the property is not tenatable.
- 6.27. Where this paragraph applies –
- 6.27.1. the governance entity may cancel its transfer by written notice to the Crown; or
  - 6.27.2. the Crown may cancel its transfer by written notice to the governance entity if the property is a leaseback deferred selection property.
- 6.28. Notice under paragraph 6.27 must be given before the actual TSP settlement date.
- 6.29. Paragraph 6.30 applies if the property is –
- 6.29.1. licensed land; or
  - 6.29.2. a purchased deferred selection property, that –
    - (a) despite the destruction or damage, is tenatable; or
    - (b) as a result of the damage or destruction, is not tenatable, but its transfer is not cancelled under paragraph 6.27 before the actual TSP settlement date.
- 6.30. Where this paragraph applies –
- 6.30.1. the governance entity must complete the transfer of the property in accordance with this deed; and
  - 6.30.2. the Crown must pay the governance entity –
    - (a) the amount by which the value of the property has diminished, as at the actual TSP settlement date for the property, as a result of the destruction or damage;
    - (b) plus GST if any.
- 6.31. The value of the property for the purposes of paragraph 6.30.2 is to be –
- 6.31.1. in the case of licensed land, its transfer value as provided in part 3; or
  - 6.31.2. in the case of a purchased deferred selection property, its transfer value as determined or agreed in accordance with part 4.

**6: TERMS OF TRANSFER**

- 6.32. An amount paid by the Crown under paragraph 6.30.2 –
- 6.32.1. is redress, if it relates to the destruction or damage of licensed land; and
  - 6.32.2. is a partial refund of the purchase price if it relates to the destruction or damage of a purchased deferred selection property.
- 6.33. Each party may give the other notice –
- 6.33.1. requiring a dispute as to the application of paragraphs 6.27 to 6.32 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and
  - 6.33.2. referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.
- 6.34. If a dispute as to the application of paragraphs 6.27 to 6.32 is not determined by the TSP settlement date, the date the parties must comply with their obligations on transfer of the property is to be –
- 6.34.1. the fifth business day following the determination of the dispute; or
  - 6.34.2. if an arbitrator appointed under paragraph 6.33 so determines, another date including the original TSP settlement date.

**BOUNDARIES AND TITLE**

- 6.35. The Crown is not required to point out the boundaries of a transfer property.
- 6.36. If a transfer property is subject only to the encumbrances referred to in paragraph 6.2 and, if the property is a leaseback deferred selection property, the Crown leaseback, the governance entity –
- 6.36.1. is to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and
  - 6.36.2. may not make any objections to, or requisitions on, it.
- 6.37. An error or omission in the description of a transfer property or its title does not annul its transfer.

**FENCING**

- 6.38. The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transfer property and any contiguous land of the Crown, unless the Crown requires the fence, in which case the provisions of the Fencing Act 1978 will apply.
- 6.39. Paragraph 6.38 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.
- 6.40. The Crown may require a fencing covenant to the effect of paragraphs 6.38 and 6.39 to be registered against the title to a transfer property.

**6: TERMS OF TRANSFER**

**DELAYED TRANSFER OF TITLE**

- 6.41. The Crown covenants for the benefit of the governance entity that it will –
- 6.41.1. arrange for the creation of one record of title for the fee simple estate in the licensed land that is subject to a particular Crown forestry licence if that land –
    - (a) is not contained in one record of title for a fee simple estate; or
    - (b) is contained in one record of title for a fee simple estate but together with other land; and
  - 6.41.2. subject to paragraph 9.27 of this schedule, arrange for the creation of a record of title for a fee simple estate for the land of a transfer property for land that –
    - (a) is not licensed land; and
    - (b) is not contained in a record of title for a fee simple estate; or
    - (c) is contained in a record or records of title for a fee simple estate but together with other land; and
  - 6.41.3. transfer (in accordance with paragraph 6.5 or 6.6, whichever is applicable) the fee simple estate in a transfer property to which paragraph 6.41.1 or 6.41.2 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the actual TSP settlement date.
- 6.42. If paragraph 6.41.3 applies to a transfer property, and paragraph 6.6 is applicable, the governance entity must comply with its obligations under paragraph 6.6.3 by a date specified by written notice by the Crown.
- 6.43. The covenant given by the Crown under paragraph 6.41 has effect and is enforceable, despite:
- 6.43.1. being positive in effect; and
  - 6.43.2. there being no benefited land.
- 6.44. If paragraph 6.41 applies then, for the period from the actual TSP settlement date until the date that the Crown transfers the fee simple estate in the transfer property to the governance entity –
- 6.44.1. the governance entity will be the beneficial owner of the property; and
  - 6.44.2. all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the actual TSP settlement date; and
  - 6.44.3. the governance entity may not serve a settlement notice under paragraph 6.47.

**6: TERMS OF TRANSFER**

**INTEREST**

- 6.45. If for any reason (other than the default of the Crown) all or any of the amount payable by the governance entity to the Crown in relation to a purchased deferred selection property is not paid on the TSP settlement date –
- 6.45.1. the Crown is not required to give possession of the property to the governance entity; and
  - 6.45.2. the governance entity must pay the Crown default interest at the rate of 12% per annum on the unpaid amount (plus GST if any) for the period from the TSP settlement date to the actual TSP settlement date.
- 6.46. Paragraph 6.45 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

**SETTLEMENT NOTICE**

- 6.47. If, without the written agreement of the parties, settlement of a purchased deferred selection property is not effected on the TSP settlement date –
- 6.47.1. either party may at any time after the TSP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but
  - 6.47.2. the settlement notice is effective only if the party serving it is –
    - (a) ready, able, and willing to effect settlement in accordance with the settlement notice; or
    - (b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and
  - 6.47.3. upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and
  - 6.47.4. time is of the essence under paragraph 6.47.3; and
  - 6.47.5. if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 5.4.
- 6.48. Paragraph 6.47, and the exercise of rights under it, is without prejudice to any other rights or remedies, at law, in equity, or otherwise, that the party not in default may have.

**FURTHER ASSURANCES**

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

**NON-MERGER**

- 6.50. On transfer of a transfer property to the governance entity –
- 6.50.1. the provisions of this part will not merge; and

**6: TERMS OF TRANSFER**

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

**GST**

6.51. When the governance entity gives a written notice of election to purchase under part 5, it must include in that notice the following information in relation to the factual situation that will exist at the DSP settlement date and warrants the correctness of that information –

6.51.1. whether or not the governance entity is or will be at the DSP Settlement Date a registered person for GST purposes; and

6.51.2. the governance entity's registration number (if any); and

6.51.3. whether or not the governance entity intends to use the property for the purposes of making taxable supplies; and

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

6.52. If any of that information provided in the election to purchase notice under paragraph 6.51 alters before the DSP settlement date, the governance entity must immediately notify the Crown and warrants that the altered information is correct as at the date of notification.

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

6.53.1. the governance entity is or will be at the DSP Settlement Date a registered person for GST purposes; and

6.53.2. the governance entity intends to use the property for the purposes of making taxable supplies; and

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

## 7 NOTICE IN RELATION TO REDRESS AND DEFERRED SELECTION PROPERTIES

7.1. If this schedule requires the governance entity to give notice to the Crown in relation to or in connection with a redress property, or a deferred selection property, the governance entity must give the notice in accordance with part 4 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address or email address or facsimile number provided –

7.1.1. in paragraph 7.2; or

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

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

Land holding agency	Contact details
Department of Conservation	Department of Conservation Conservation House Whare Kaupapa Atawhai 18 Manners Street Wellington 6011 PO Box 10420 The Terrace Wellington 6143 Email: <a href="mailto:SLM@doc.govt.nz">SLM@doc.govt.nz</a> with the following subject line "ATTN: SLM National Advisor – [Name of site]"
LINZ (Treaty Settlements Landbank)	Land Information New Zealand Wellington Office Radio New Zealand House Level 7, 155 The Terrace PO Box 5501 Wellington 6145 Fax: +64 4 472 2244 Email address: <a href="mailto:treatysettlementslandbank@linz.govt.nz">treatysettlementslandbank@linz.govt.nz</a>
Ministry of Education	Ministry of Education National Office PO Box 1666 Thorndon Wellington 6140
Ministry of Justice	Ministry of Justice The Justice Centre 19 Aitken Street Wellington 6011

## 8 DEFINITIONS

8.1. In this schedule, unless the context otherwise requires, **party** means each of the governance entity and the Crown.

8.2. In this **deed**, unless the context otherwise requires, –

**acquired property** means –

- (a) each redress property; and
- (b) each purchased deferred selection property; and

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

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

- (a) in relation to a referral under paragraph 5.24.2 the date of that referral; and
- (b) in relation to an appointment under paragraph 5.24.3 or 5.24.4, a date specified by the valuation arbitrator under paragraph 5.24.5; and

**arbitration meeting**, in relation to the determination of the market value and/or market rental of a separate valuation property, means the meeting notified by the valuation arbitrator under paragraph 5.25.1; and

**Crown leaseback** means, in relation to a leaseback deferred selection property, the lease to be entered into by the governance entity and the Crown under paragraph 5.4.2; and

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

**disclosure information**, in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.1; and

**DSP settlement date**, in relation to a purchased deferred selection property, means the date that is 40 business days after the Crown receives an election notice from the governance entity electing to purchase the property; and

**election notice** means a written notice given by the governance entity in accordance with paragraph 5.3 electing whether or not to purchase a deferred selection property; and

**initial annual rent** in relation to a leaseback deferred selection property, means the rent payable under the Crown leaseback from its commencement determined or agreed in accordance with part 5; and

**joint valuation property** means each deferred selection property that part 4 provides is to be jointly valued; and

**leaseback deferred selection property** means each deferred selection property referred to in clause 6.9; and

**8: DEFINITIONS**

**Lessee's improvements**, in relation to a leaseback deferred selection property has the meaning given to it in the Crown leaseback for the property; and

**market rental**, in relation to –

- (a) a joint valuation property, has the meaning provided in the valuation instructions in appendix 1 to part 5; and
- (b) a separate valuation property, has the meaning provided in the valuation instructions in appendix 2 to part 5; and

**market value**, in relation to –

- (a) a joint valuation property, has the meaning provided in the valuation instructions in appendix 1 to part 5; and
- (b) a separate valuation property, has the meaning provided in the valuation instructions in appendix 2 to part 5; and

**notice of interest**, in relation to a deferred selection property, means a notice given by the governance entity under paragraph 5.1 in relation to the property; and

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

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

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

**school site** means a leaseback deferred selection property in respect of which the land holding agency is the Ministry of Education; and

**separate valuation property** means each deferred selection property that part 4 provides is to be separately valued; and

**settlement notice** has the meaning given to it by paragraph 6.47.1; and

**terms of transfer** means the terms of transfer set out in part 6; and

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

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

**transfer property** has the meaning given to it by paragraph 6.1; and

**transfer value**, in relation to a deferred selection property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with part 5; and

**8: DEFINITIONS**

**TSP settlement date** means, in relation to –

- (a) licensed land, the settlement date (as defined in paragraph 6.1 of the general matters schedule); and
- (b) a purchased deferred selection property, the DSP settlement date for the property; and

**valuation arbitrator**, in relation to a separate valuation property means the person appointed under paragraphs 5.15.2 or 5.16, in relation to the determination of its market value, and if applicable its market rental; and

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

## 9 TOKANUI HOSPITAL DEFERRED SELECTION PROCESS

### SUBPART A. DEFINITIONS

#### DEFINITIONS

- 9.1. In this part 9 –
- 9.1.1. **asbestos clearance certificate** means a certificate obtained under regulation 42 of the asbestos regulations;
- 9.1.2. **asbestos removal control plan** means an asbestos removal control plan required to be prepared under regulation 32 of the asbestos regulations;
- 9.1.3. **asbestos regulations** mean the Health and Safety at Work (Asbestos) Regulations 2016;
- 9.1.4. **class A asbestos removal work** has the meaning given to that term in regulation 3 of the asbestos regulations;
- 9.1.5. **CLMG1** means the *Contaminated land management guidelines No. 1: reporting on contaminated sites in New Zealand*, Ministry for the Environment, revised edition 2011;
- 9.1.6. **CLMG2** means the *Contaminated land management guidelines No. 2: hierarchy and application in New Zealand of environmental guideline values*, Ministry for the Environment, revised edition 2011;
- 9.1.7. **code compliance certificate** means the code compliance certificate or certificates issued under the Building Act 2004 for any building consents issued under the Building Act 2004 for the demolition and remediation works;
- 9.1.8. **consent commencement date** means the commencement date of the last of the consents that the Crown requires for the demolition and remediation works and, if relevant, the existing and/or new disposal sites;
- 9.1.9. **demolition and remediation works** means the physical works required to carry out the demolition and remediation of each Tokanui Hospital deferred selection property (excluding any new disposal site or existing disposal site on that property) as described in paragraph 9.16;
- 9.1.10. **demolition management plan** means a plan detailing demolition methodologies (including hazardous material removal control plans and waste management plans) to ensure that when undertaking the demolition and remediation works, potential risks to the health of workers, the on-site environment, and the off-site environment are adequately managed;
- 9.1.11. **detailed site investigation report** means a detailed site investigation report as described in the CLMG1;

9: TOKANUI HOSPITAL DEFERRED SELECTION PROCESS

- 9.1.12. **existing disposal consents** mean the land use resource consents numbered 102269.01.01, 102270.01.01 and 102271.01.01;
- 9.1.13. **existing disposal sites** mean the two existing sites (as described in the existing disposal consents) located on one of the Tokanui Hospital deferred selection properties that the Crown historically used to dispose of waste; indicated as 'Existing disposal sites' on the plan (subject to survey) 'Tokanui Hospital deferred selection properties' in part 7 of the attachments;
- 9.1.14. **horizontal infrastructure** means the roading and access, foundations and services that the Crown, with the consent of the relevant Ministers as required, decides must be retained on the relevant Tokanui Hospital deferred selection property, in accordance with paragraph 9.9;
- 9.1.15. **managed remediation standard** means an applicable standard or standards for recreational use chosen in accordance with CLMG2, or derived through a site-specific risk assessment, but where use may be subject to controls (for example, in relation to excavating, erecting buildings or domestic gardening);
- 9.1.16. **Ministers** means the Minister of Finance, Minister for Land Information, and Minister for Treaty of Waitangi Negotiations;
- 9.1.17. **new disposal site** means a site which may be located on part of a Tokanui Hospital deferred selection property, such location to be determined in accordance with paragraph 9.9, where the Crown may, as part of the demolition and remediation works, dispose of contaminated and/or non-contaminated materials and waste in accordance with paragraph 9.12;
- 9.1.18. **ongoing site management plan** means an ongoing monitoring and management plan as described in CLMG1;
- 9.1.19. **purchased disposal site** means any new disposal site or any existing disposal site, where such site forms part of a purchased deferred selection property;
- 9.1.20. **purchased Tokanui Hospital deferred selection property** means a Tokanui Hospital deferred selection property that is also a purchased deferred selection property;
- 9.1.21. **remedial action plan** means a site remedial action plan as described in CLMG1;
- 9.1.22. **rural residential remediation standard** means an applicable standard or standards for rural residential use chosen in accordance with CLMG2, or derived through a site-specific risk assessment;
- 9.1.23. **site-specific risk assessment** means the derivation of remedial criteria based on a conceptual site model in a manner generally consistent with CLMG1;
- 9.1.24. **site validation report** means a site validation report as described in CLMG1; and
- 9.1.25. **vertical building structures** means all above-ground built structures on a Tokanui Hospital deferred selection property, excluding horizontal infrastructure.

**9: TOKANUI HOSPITAL DEFERRED SELECTION PROCESS**

**SUBPART B: DEMOLITION AND REMEDIATION STANDARDS AND WORKS**

**REMEDIATION STANDARDS**

- 9.2. The parties acknowledge that, as at the date of this deed, there is not enough information available for the Crown to be able to commit to a particular remediation standard to be achieved for all of the Tokanui Hospital deferred selection properties.
- 9.3. Subject to the terms of this part (including, without limitation, paragraphs 9.7 and 9.13), the Crown will use best endeavours to remediate:
- 9.3.1. 85% of the total land area of the Tokanui Hospital deferred selection properties to the rural residential remediation standard; and
- 9.3.2. a contiguous area not exceeding 15% of the total land area of the Tokanui Hospital deferred selection properties, to the managed remediation standard.
- 9.4. The Crown will, prior to commencing any demolition and remediation works, in respect of the Tokanui Hospital deferred selection properties, prepare and/or obtain a detailed site investigation report, a remedial action plan, a demolition management plan, and an asbestos removal control plan, or plans.
- 9.5. The Crown may, if it considers it necessary, undertake site-specific risk assessment(s) in respect of any Tokanui Hospital deferred selection property.
- 9.6. The Crown will provide to the governance entity copies of the final reports referred to in paragraph 9.4 and any site-specific risk assessment carried out under paragraph 9.5 within 20 business days of the Crown receiving the same.
- 9.7. If the Crown reasonably determines, following the results of the reports listed in paragraph 9.4 and/or the site-specific risk assessment carried out under paragraph 9.5, that it is not practical to remediate any part of a Tokanui Hospital deferred selection property to the rural residential remediation standard or managed remediation standard (as relevant), the Crown may instead remediate the relevant land area to the standard set out in the remedial action plan and/or site-specific risk assessment.

**EXISTING DISPOSAL SITES**

- 9.8. The governance entity acknowledges that:
- 9.8.1. the existing disposal sites are located on one of the Tokanui Hospital deferred selection properties;
- 9.8.2. the Crown maintains the existing disposal consents for the monitoring of the existing disposal sites; and
- 9.8.3. the existing disposal consents expire in 2035.

**9: TOKANUI HOSPITAL DEFERRED SELECTION PROCESS**

**DISPOSAL OPTIONS AND HORIZONTAL INFRASTRUCTURE**

- 9.9. The Crown may, subject to obtaining the approval of the Ministers, as part of the demolition and remediation works –
- 9.9.1. retain any horizontal infrastructure on a Tokanui Hospital deferred selection property; and /or
  - 9.9.2. create a new disposal site on a Tokanui Hospital deferred selection property to dispose of contaminated and/or non-contaminated materials and waste.
- 9.10. It is the governance entity's preference that no new disposal site(s) be located on any Tokanui Hospital deferred selection property.
- 9.11. Prior to obtaining any approval under paragraph 9.9, the Crown will –
- 9.11.1. provide the governance entity with relevant information concerning any horizontal infrastructure proposed to be retained, and any proposed new disposal site to allow the governance entity to provide an informed view, including any supporting advice or material relied upon to inform the relevant Ministers' approval;
  - 9.11.2. consult with and take into account the views of the governance entity; and
  - 9.11.3. ensure the governance entity's views are presented to the Ministers.
- 9.12. If a new disposal site is approved under paragraph 9.9.2 then the Crown must obtain and comply with all required consents and approvals to operate and maintain the new disposal site.

**NO REMEDIATION OF DISPOSAL SITES**

- 9.13. The Crown shall –
- 9.13.1. in respect of the existing disposal sites and any new disposal site:
    - (a) not be required to carry out the demolition and remediation works; and
    - (b) at all times maintain valid land use resource consents for the monitoring of those sites as required; and
  - 9.13.2. provide an ongoing site management plan including the existing disposal sites within six months of the date of this deed; and
  - 9.13.3. include any new disposal site within the ongoing site management plan prior to issuing the works completion notice.
- 9.14. The governance entity agrees –
- 9.14.1. to comply with any ongoing site management plan in respect of a purchased disposal site; and

**9: TOKANUI HOSPITAL DEFERRED SELECTION PROCESS**

- 9.14.2. despite paragraph 9.259.25, it will be responsible for any remediation required as a result of any non-compliance with the ongoing site management plan.

**DEMOLITION AND REMEDIATION WORKS**

- 9.15. The Crown will –
- 9.15.1. no later than two years following the settlement date, apply for all necessary consents required for the demolition and remediation works, and if relevant, the existing and/or new disposal sites;
- 9.15.2. following the consent commencement date commence the demolition and remediation works; and
- 9.15.3. no later than seven years following the consent commencement date complete the demolition and remediation works.
- 9.16. The Crown will, in carrying out the demolition and remediation works:
- 9.16.1. comply with all necessary consents and approvals for the demolition and remediation works;
- 9.16.2. remediate the land in accordance with the applicable remediation standard as referred to in paragraphs 9.3 and 9.7;
- 9.16.3. remove all vertical building structures from the property;
- 9.16.4. determine the extent of horizontal infrastructure to be removed, subject to Ministerial decisions described in 9.9; and
- 9.16.5. ensure that, where the land has been damaged by the impact of the demolition and remediation works, it is left free of building debris, and is stabilised by grassing.
- 9.17. The Crown may, in its discretion, carry out the demolition and remediation works for each Tokanui Hospital deferred selection property –
- 9.17.1. at the same time as for any other Tokanui Hospital deferred selection property;  
or
- 9.17.2. on a different timeframe from any other Tokanui Hospital deferred selection property.

**COMPLETION OF DEMOLITION AND REMEDIATION WORKS**

- 9.18. The Crown must, upon completion of the demolition and remediation works in respect of a Tokanui Hospital deferred selection property, obtain and/or procure, in respect of that property –
- 9.18.1. a code compliance certificate, if required;

**9: TOKANUI HOSPITAL DEFERRED SELECTION PROCESS**

- 9.18.2. an asbestos clearance certificate, if class A asbestos removal work was carried out as part of the demolition and remediation works;
- 9.18.3. a site validation report; and
- 9.18.4. an ongoing site management plan or plans, for the area or areas remediated to the managed remediation standard, as may be required by the resource consent for the demolition and remediation works.

9: TOKANUI HOSPITAL DEFERRED SELECTION PROCESS

SUBPART C. NOTICE AND TRANSFER

WORKS COMPLETION NOTICE

- 9.19. The Crown must, within 20 business days of receipt of all of the documents listed in paragraph 9.18 in respect of a Tokanui Hospital deferred selection property, provide the governance entity with a written notice advising that the Crown has –
- 9.19.1. completed the demolition and remediation works in respect of that property, including copies of the documents listed in paragraph 9.18; and
  - 9.19.2. decided that it no longer requires that property in connection with the ongoing demolition and remediation works (in which case the notice provided under this paragraph will be the works completion notice in connection with that property); or
  - 9.19.3. decided that it still requires that property in connection with the ongoing demolition and remediation works (in which case paragraph 9.20 will apply).
- 9.20. If the Crown gives notice under paragraph 9.19.3, advising that the Crown still requires the Tokanui Hospital deferred selection property, then the Crown must, no later than 20 business days after the Crown has decided that it no longer requires that property in connection with the ongoing demolition and remediation works, provide an additional notice to the governance entity advising the governance entity of that decision (in which case the notice provided under this paragraph will be the works completion notice in connection with that property).
- 9.21. If the Crown gives a works completion notice in accordance with paragraph 9.19.2 or 9.20, that the Crown no longer requires the relevant Tokanui Hospital deferred selection property, that notice must also contain the following information in relation to that property –
- 9.21.1. a description of the property;
  - 9.21.2. if any new disposal site or existing disposal site is located on that property, an indicative survey plan showing the approximate location of the disposal site(s) and the approximate boundaries required to create separate records of title, one for any disposal site, and one for the balance of the property, in accordance with paragraph 9.28;
  - 9.21.3. the deferred selection period, including the commencement date of such period; and
  - 9.21.4. a reference to the governance entity's right to, during the deferred selection period, give the Crown a written notice of interest in purchasing that property in accordance with paragraph 5.1 of the property redress schedule.

**9: TOKANUI HOSPITAL DEFERRED SELECTION PROCESS**

**Valuations**

9.22. If the transfer value of a Tokanui Hospital deferred selection property on which there is a new disposal site or an existing disposal site is required to be determined or agreed under paragraph 5.2.2 of this schedule, a transfer value must be determined or agreed for:

9.22.1. each part of the property on which the new disposal site or existing disposal site is located; and

9.22.2. the balance of that property, without the new disposal site or existing disposal site (as applicable),

as if each part of the property and the balance of the property were held in separate records of title, as contemplated by paragraph 9.28.

**ELECTION NOTICE**

9.23. If the governance entity gives an election notice in accordance with paragraph 5.3 electing to purchase a Tokanui Hospital deferred selection property on which there is a new disposal site or an existing disposal site, the governance entity must include in its election notice whether or not it elects to also purchase the existing disposal site(s) or the new disposal site (as relevant) within that property.

9.24. If the governance entity's election notice elects:

9.24.1. to also purchase any such disposal site, then:

(a) that site will be included as part of the relevant Tokanui Hospital deferred selection property to be purchased; and

(b) the transfer value for that Tokanui Hospital deferred selection property will be the aggregate of the transfer values determined or agreed under paragraphs 9.22.1 and 9.22.2; or

9.24.2. not to purchase any such disposal site, then:

(a) that site will be excluded from the relevant Tokanui Hospital deferred selection property to be purchased; and

(b) the transfer value for that Tokanui Hospital deferred selection property will reflect the transfer value agreed or determined for that property under paragraph 9.22.2.

**9: TOKANUI HOSPITAL DEFERRED SELECTION PROCESS**

**SUBPART D: ADDITIONAL PROVISIONS RELATING TO TRANSFER OF TOKANUI HOSPITAL DEFERRED SELECTION PROPERTY**

**DISPOSAL SITES**

- 9.25. As at the actual TSP settlement date, the Crown holds the relevant resource consents for the purchased disposal sites. Following the actual TSP settlement date, the Crown will continue to hold and be responsible for complying with those consents.

**WARRANTIES**

- 9.26. Except as required to comply with its obligations under this part 9 to complete the demolition and remediation works, the Crown provides no additional warranties whatsoever with respect to any purchased Tokanui Hospital deferred selection property, including in relation to any future use of such property. To avoid doubt, this includes any purchased disposal site.

**SURVEY AND BOUNDARIES**

- 9.27. The governance entity acknowledges and agrees that the boundaries of each Tokanui Hospital deferred selection property as shown in the plan in part 7 of the attachments are indicative only and are subject to survey.

**RECORDS OF TITLE**

- 9.28. Subject to paragraph 9.29, for the purposes of paragraph 6.41 of this Schedule, a separate record of title is required for each and any part of a Tokanui Hospital deferred selection property that is:

- 9.28.1. an existing disposal site;
- 9.28.2. a new disposal site; and
- 9.28.3. the balance of any such property,

and the Crown will create a separate record of title for each area described above, with the relevant boundaries to be substantially in accordance with the plan provided to the governance entity under paragraph 9.21.2 (subject to survey).

- 9.29. To avoid doubt, the Crown will not be required to create records of title for any Tokanui Hospital deferred selection property for which the governance entity does not give an election notice within the deferred selection period.

**INTERESTS REQUIRED**

- 9.30. The parties acknowledge and agree that the Crown may require reverse-sensitivity covenants in gross in favour of the Crown, to be registered over any Tokanui Hospital deferred selection property, the Tokanui Village site 1 and/or the Tokanui Village site 2

**9: TOKANUI HOSPITAL DEFERRED SELECTION PROCESS**

and/or the Tokanui Hospital residential area (as set out in the table in subpart A of part 4 of the property redress schedule):

- 9.30.1. providing that the governance entity (and any successor in title), as covenantor, acknowledges and agrees –
- (a) that the demolition and remediation works may adversely affect that property;
  - (b) not to object to any such adverse effects (including but not limited to significant truck movements, noise, vibration and dust) or do anything that might restrict or prevent the Crown from carrying out the demolition and remediation works; and
- 9.30.2. commencing on the relevant actual TSP settlement date;
- 9.30.3. to be surrendered by the parties within a reasonable period following the date that the Crown has given a works completion notice in respect of all Tokanui Hospital deferred selection properties; and
- 9.30.4. having the terms which will be provided to the governance entity as part of the disclosure information provided by the Crown in accordance with paragraph 5.2.1.
- 9.31. The Crown may require easements in gross in favour of the Crown (or where appropriate, covenants in gross) to be registered against the titles of some Tokanui Hospital deferred selection properties:
- 9.31.1. for which any demolition and remediation works are continuing –
- (a) to enable the Crown to access such properties;
  - (b) commencing on the relevant actual TSP settlement date; and
  - (c) to be surrendered by the parties within a reasonable period following the date that the Crown has given a works completion notice in respect of all Tokanui Hospital deferred selection properties; and/or
- 9.31.2. on which any existing disposal sites and/or any new disposal sites are located, or are in proximity to –
- (a) recording the obligations set out in paragraph 9.14;
  - (b) to enable the Crown to access such properties (and where applicable carry out works to comply with any resource consents);
  - (c) commencing on the relevant actual TSP settlement date; and
  - (d) in perpetuity,
- having the terms which will be provided to the governance entity as part of the disclosure information provided by the Crown in accordance with paragraph 5.2.1.

9: TOKANUI HOSPITAL DEFERRED SELECTION PROCESS

**WASTEWATER TREATMENT PLANT**

- 9.32. Certain wastewater infrastructure (the **infrastructure**) is located in the north-eastern part of Area 4 (as shown on the plan (subject to survey) in part 7 of the attachments) (the **infrastructure property**) which services the residential developments located on the deferred selection property described as Tokanui Village Site 1 in the table set out in subpart A of part 4 of this schedule.
- 9.33. The parties, together with Waipā District Council, have identified two options for the ongoing ownership and management of the infrastructure, should the infrastructure property be transferred to the governance entity. These options are set out in paragraph 9.34. The parties acknowledge that the governance entity, Waipā District Council, and (while the Crown remains the owner of the infrastructure property) the Crown, will continue their discussions to endeavour to agree on which option will be progressed.
- 9.34. Ownership (and associated management obligations) of the infrastructure will:
- 9.34.1. remain with the governance entity following transfer of the relevant property; or
  - 9.34.2. be dealt with by a separate agreement to be reached between the governance entity and Waipā District Council.
- 9.35. The Crown will not:
- 9.35.1. retain any ownership or responsibility for any infrastructure; or
  - 9.35.2. be involved in the discussions or any agreement referred to in paragraph 9.34, after the infrastructure property is transferred to the governance entity.