



# Office of Hon Christopher Finlayson

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

**11 FEB 2009**

Richard Bradley  
Tumuaki  
Kurahaupō ki te Waipounamu  
Level 4, Post Office Tower  
PO Box 744  
BLENHEIM

Tēnā koe Richard

## Introduction

This letter follows the extensive discussions we had before Christmas regarding the refinement of the Crown's proposed settlement package. I and my colleagues the Prime Minister and the Minister of Maori Affairs would like to take this opportunity to thank you and your team for the highly constructive engagement on these challenging issues.

I acknowledge both Kurahaupō's desire to move quickly to finalise the Crown's offer and the importance of completing this settlement, and those of the other Te Tau Ihu groups, for the region and for the country. I consider it important not only to honour the commitments of the Crown in respect of Treaty settlements but also, as a matter of good faith to Māori, to maintain momentum and continue progress wherever possible.

I would therefore now like to make a formal offer on behalf of the Crown for consideration by Kurahaupō. This offer contains the redress that the Crown is willing to provide in settlement of all historical claims of Ngāti Apa ki Te Ra To, Rangitāne o Wairau and Ngāti Kuia for breaches of the Treaty of Waitangi. This is the Crown's best and final offer and has been approved by Cabinet on 20 January 2009.

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

I wish to emphasise that the regional approach taken to the negotiations with the three mandated groups with interests in Te Tau Ihu has enabled the Crown to offer the redress outlined in this letter. I am confident that this regional approach remains the best way forward at this stage to resolve the outstanding issues relating to redress.

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

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

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

- (a) Historical Accounts, Crown Acknowledgements and Crown Apologies for each iwi comprising Kurahaupō (Ngāti Apa ki Te Ra To, Rangitāne o Wairau and Ngāti Kuia);
- (b) Commercial and Financial Redress; and
- (c) Cultural Redress.

These three elements are discussed in more detail below.

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

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

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

I note that the Crown and Kurahaupō have largely agreed upon a provisional historical account (**Attachment One**). This provisional historical account will form the basis for the development of the iwi-specific historical accounts, the acknowledgments and the apologies for inclusion in the Deed of Settlement. Attachment One also contains draft Crown Acknowledgements which will be the subject of further discussion between the Crown and Kurahaupō.

#### *Commercial and Financial Redress*

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

I acknowledge the importance of the Woodbourne airbase redress to securing Kurahaupō's agreement to the Crown's offer. I have engaged in discussions with the Minister of Defence on this redress, and those discussions reflect the proposal to purchase land and improvements at Woodbourne Airbase (see Map 28 in **Attachment Nine**) put to me by Kurahaupō.

## *Cultural Redress*

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

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

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

As you are aware, the Crown's offer was approved by Cabinet on 20 January 2009 but the Deed of Settlement is subject to ratification by Kurahaupō and the approval of relevant Ministers and Cabinet.

I attach as **Attachment Four** the key definitions, terms and conditions that apply to the Crown's offer.

### **Claimant Funding**

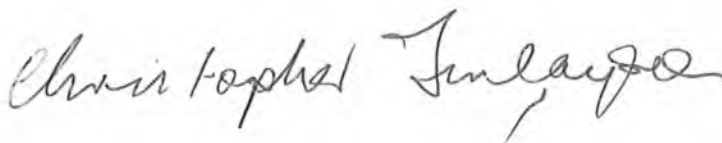
As you are aware the Crown has approved an additional amount of \$100,000.00 as claimant funding for Kurahaupō. I understand that this additional claimant funding has been made available to Kurahaupō.

### **Next Steps**

As noted above, I invite you to counter-sign this letter, which will then take effect as an Agreement in Principle between the Crown and Kurahaupō. The next step will be for the parties to work towards a Deed of Settlement.

If Kurahaupō accept this offer, I am confident that both sides will continue to work together in good faith. I will prioritise this settlement in the work programme for the Office of Treaty Settlements, and instruct officials to draft a Deed of Settlement and settlement Bill concurrently with a view to settlement legislation being enacted by the end of 2009.

Nā mātou noa, nā



Hon Chris Finlayson  
Minister for Treaty of Waitangi Negotiations

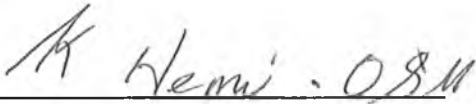


Hon John Key  
Prime Minister



Hon Pita Sharples  
Minister of Māori Affairs

Signed on behalf of Kurahaupō ki te Waipounamu by:



Kathleen Hemi  
On behalf of Ngāti Apa Ki Te Waipounamu Trust



Brendon Wilson  
On behalf of Ngāti Apa Ki Te Waipounamu Trust



Peter Mason  
On behalf of Ngāti Apa Ki Te Waipounamu Trust



Mark Moses  
On behalf of Te Rūnanga o Ngāti Kua Charitable Trust



Waihaere (Joseph) Mason  
On behalf of Te Rūnanga o Ngāti Kuia Charitable Trust



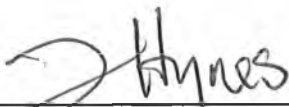
Raymond Smith  
On behalf of Te Rūnanga o Ngāti Kuia Charitable Trust



Judith MacDonald  
On behalf of Te Rūnanga A Rangitāne o Wairau Incorporated Society



Richard Bradley  
On behalf of Te Rūnanga A Rangitāne o Wairau Incorporated Society



Jeffery Hynes  
On behalf of Te Rūnanga A Rangitāne o Wairau Incorporated Society

WITNESSES:

Hemi

A. S. S. S.

Edan

John Patterson

H. Pennington

Taiti

Tai Hauae

Mihona

H. H.

Walter Richard Linn

[Signature]

Genesio Pomeroy

Hori Wainui

R. H.

[Signature]

[Signature]

A. H. N. N.

[Signature]

**ATTACHMENT ONE**  
**PROVISIONAL HISTORICAL ACCOUNT AND CROWN**  
**ACKNOWLEDGEMENTS**

## **Provisional Historical Account**

1. Ngāti Apa, Rangitāne and Ngāti Kuia (the Kurahaupō iwi) have resided in Te Tau Ihu o Te Waka a Maui (the northern South Island or the prow of the waka of Maui) for generations. They established themselves as tangata whenua through conquest, intermarriage and assimilation with the tribes they found residing in the district, including Ngāti Tumatakokiri, and the maunga and awa in the region are the source of stories and whakatauki and in some cases embody their tupuna.
2. Kurahaupō iwi occupied and used the resources of the entire region, including the extensive interior through which they established numerous trails and pathways. They used the resources of the large Wairau (Vernon) Lagoons complex. They occupied and fished in Te Hoiere (the Pelorus area) and had large cultivations at Waimea, near Wakatu (Nelson). Fish and shellfish were taken along the coastline. The Marlborough Sounds were particularly valued for kaimoana. Other areas such as the Mahitahi (Maitai) Valley (near Nelson) were used seasonally for mahinga kai or for the mining of pakohe (argillite) Kurahaupō iwi gathered and traded pounamu.
3. Kurahaupō iwi have strong whakapapa inter-connections and their territories were linked by a well-used system of trails across the interior, which formed conduits for trade and contact with other groups. The Nelson Lakes formed the hub of this extensive network of trails, which linked the Wairau, Te Hoiere (Pelorus), Wakatu (Nelson), Waimea, Te Tai Aorere (Tasman Bay), Te Taitapu (Golden Bay), and Kawatiri (Buller) districts. As at 1820, the Kurahaupō iwi held authority over and exclusive possession of Te Tau Ihu.
4. Iwi from the North Island began emigrating to Te Tau Ihu in the 1820s. They first came as a result of a tuku (gift with reciprocal rights) by the Kurahaupō chief, Tutepourangi, of the land between Te Matau (Separation Point) and Anatoto (Clay Point). The tuku also included Rangitoto (D'Urville Island). Soon after Tutepourangi's tuku an alliance of North Island iwi invaded Te Tau Ihu. They established customary rights by conquest (raupatu), followed by occupation (residence or seasonal visits and resource use). They strengthened their rights through intermarriage with Kurahaupō.
5. [Further text to be developed].
6. In 1840 some Kurahaupō were living in tributary communities near the coast while others remained unconquered in the interior. Although they no longer had exclusive possession of all their territory and complete independence of action, Kurahaupō retained their tribal structures, chiefly lines and ancestral connections to the land.
7. In Māori society a tributary condition did not result in the loss of all rights forever. As such there was room for the recovery of status and the revived exercise of rights as British rule began to take effect after 1840. The British found that Kurahaupō chiefs such as Ihaia Kaikoura at Port Underwood, Hura Kopapa at Kaituna and Puaha te Rangi on the West Coast repeatedly sought to have their autonomy recognised. In 1840 the Kurahaupō rangatira, Ihaia Kaikōura, signed the Treaty of Waitangi at Horahora Kakahu Island in Port Underwood together with eight chiefs from other iwi.

### ***Investigation of Pre-Treaty New Zealand Company Purchase***

8. The first significant European attempt to buy land in Te Tau Ihu took place in 1839. A private British land settlement company, the New Zealand Company, entered into two transactions with northern iwi that purported to include the entire northern South



Island. Kurahaupō were not consulted. Before and during the Treaty debates in 1840 the Crown promised that all land transactions prior to 14 January 1840 would be investigated by a Land Claims Commission. If the transactions were deemed to be fair and equitable, the Crown would grant land to the purchaser. If not, the land would revert to Māori.

9. The New Zealand Company entered into discussions about its land claims with the British Government in mid-1840. The discussions proceeded on an assumption that the New Zealand Company's purchases were valid, and agreement was reached in November 1840 that the company would surrender all its land claims to the Government. In return the Government would grant the company four acres of land for every pound spent. Despite this agreement, the British Government still expected the Land Claims Commission to inquire into the equity of the company's claims. By the time word of the November 1840 agreement reached New Zealand, it was clear to Lieutenant-Governor William Hobson that there were serious problems with the company's purchases.
10. The first settlers arrived in Te Tau Ihu at Nelson in February 1842 and began taking up land, which created pressure on the Crown to resolve the company's land claims. Land Claims Commissioner William Spain began his inquiry into the company's Te Tau Ihu claims in June 1842 by hearing evidence from the company officials who had negotiated the deeds affecting Te Tau Ihu. In 1843 Spain heard from some of the North Island chiefs who had signed the Company's deeds.
11. Due to difficulties in resolving company claims in other areas, Spain's inquiries only shifted to Te Tau Ihu in July 1844. He initially sent his interpreter, Edward Meurant, to the area to ascertain the views of resident Māori about the deeds affecting their land. Meurant visited Motueka, Wakatū (Nelson) and Croiselles (a harbour north east of Nelson) but does not appear to have consulted Kurahaupō who were resident in the area at the time.
12. Spain himself commenced hearings at Nelson on 19 August 1844. Spain's inquiries in other districts meant that he was reasonably informed on Māori custom although he did not apply his knowledge of the importance of occupation in drawing his conclusions in his Nelson inquiry. Spain did not take any evidence from Kurahaupō representatives before suspending his hearings, although they were present in Nelson.
13. Spain suspended the inquiry when the company requested that the Crown adopt the arbitration process that it had used in other areas. However Spain asked only the northern iwi to participate in the negotiations he arbitrated because he believed they were the dominant group in Nelson.
14. The Crown wanted to secure settlers' titles to the land they had purchased from the New Zealand Company. The Crown agreed that the company could negotiate with a referee for Māori, appointed by the Government, with a view to agreeing how much additional compensation the company might pay Māori to complete its inchoate purchases. Spain was instructed to arbitrate these negotiations. He was directed to do all he could to help the company complete its purchases but his instructions also contemplated that Māori consent would be required for the company's purchases to be completed.
15. As a result an additional payment was made to North Island iwi resident in Te Tau Ihu who signed deeds of release on 24 August 1844. Although they were not

involved in the negotiations with the company, it is recorded that some Kurahaupō were given a share of the payment by one of the northern iwi. Spain subsequently recommended an award to the company of 151,000 acres.

### ***Tenths***

16. The New Zealand Company's original scheme for European settlement provided that one tenth of all land sold to settlers would be reserved for Māori. The November 1840 agreement provided for the Crown to take over the responsibility for carrying out the company's reserve arrangements. While the company's deeds for Te Tau Ihu did not precisely articulate the proportion of land the company intended reserving for Māori, Spain was instructed to include all pa and cultivations, as well as one tenth of the land that was sold to settlers in his recommendations for land awards to Māori.
17. Spain recommended that tenths reserves be set aside for Māori in the land the company received. Under Spain's determination, Kurahaupō were ineligible to receive any benefit from these tenths. The Native Land Court investigated the ownership of the tenths in 1892. Meihana Kereopa and other Kurahaupō representatives provided evidence that Kurahaupō remained in occupation of land in Tasman Bay, including Wakatū, and that Kurahaupō retained the associated customary rights until that land was awarded to the New Zealand Company. The Court placed greater weight on evidence disputing Kurahaupō rights to the tenths.
18. Members of Kurahaupō iwi were excluded from the income and other benefits derived from the tenths reserves.

### ***Crown Purchasing and Te Waipounamu Purchase***

19. Crown agents attempted to purchase most of the remaining Māori land in Te Tau Ihu between 1847 and 1853 in the Wairau, Waitohi, Pakawau, and Te Waipounamu purchases. Kurahaupō were not party to any of these transactions and they were instead negotiated solely with the other iwi. The 1853 Te Waipounamu deed nevertheless recognised Rangitāne as conjoint owners.
20. The Te Waipounamu purchase was an 'omnibus' transaction in which the Government aimed to acquire all unsold land in Te Tau Ihu. It was negotiated in Porirua in August 1853 with a northern iwi. It was intended at this time that Donald McLean, a Crown land purchase agent, would come to Te Tau Ihu to pay resident Māori a share of the purchase money.
21. However McLean did not come to Te Tau Ihu to pay Kurahaupō until January 1856. Some Kurahaupō leaders had strongly asserted their right to independently decide about the sale of their land. In this context the Government concluded that it had to negotiate separate deeds and receipts with Ngāti Kuia and Rangitāne.
22. During negotiations in January and February 1856 McLean pressured Kurahaupō with the assertion that the land had been sold by those who had already signed the Te Waipounamu deed. McLean's ruthlessly expedient stance left Kurahaupō in a very weak negotiating position in the matter of price and reserves. Rangitāne and Ngāti Kuia were each paid a total of £100 for their interests. The reserves granted by the Crown to Kurahaupō iwi were wholly inadequate. At 1856 there were around 219 Māori living at Pelorus and in the Wairau. A Crown official later estimated that the reserves agreed to for Pelorus and Wairau Māori in 1856 contained some 1,530 acres (or seven acres for each person) that was suitable for agricultural use. The paucity of the Kurahaupō reserves made effective participation in the new economy impossible.

23. McLean is also likely to have assured Māori that they would derive significant collateral economic advantages from the growth of European settlement around them. Rangitāne and Ngāti Kuia believed they would receive collateral benefits from participating in the transactions.
24. The Crown did not recognise or negotiate with Ngāti Apa for their interests in areas covered in the Te Waipounamu purchase. At that time some Ngāti Apa lived at Te Taitapu, and on the northern West Coast. A generation passed before Ngāti Apa were able to present evidence of their customary interests in western Te Tau Ihu at the Te Taitapu title investigation in 1883.
25. In 1860 the Crown Chief Land Purchase Commissioner, James Mackay, purchased the Arahura (West Coast) block. Puaha te Rangi, a senior Kurahaupō rangatira, was present at the purchase negotiations. Puaha te Rangi demanded the recognition of Ngāti Apa rights, which was acceded to by Ngāi Tahu and the Crown. Ngāti Apa received a share of the £300 purchase price and 424 acres of occupation reserves in and near Kawatiri (Westport). A later judicial inquiry described the 424 acres of occupation reserves as the 'bare minimum which the owners could be induced to accept'.

#### ***Kurahaupō Reserves in Te Tau Ihu***

<b>Reserve</b>	<b>Estimated Area</b>
Port Gore Otaki Block	50 acres
Anamahanga No 3	5 acres
Wairau	300 acres
Pukatea	685 acres
Parapara	27 acres
Rakauhapara	46 acres
Orakauhamu	50 acres
Te Hora	230 acres
Otipua	138 acres
Kaituna	300 acres
Section 2 Block XII Wakamarina Survey District	100 acres
Pareuku landing place	10 acres (unclear if reserved)
Motuweka/Havelock Town sections 23, 26, 27, 28, 47, 50	2 acres 0 rods 19 perches

#### **The Native Land Court**

26. Due to the large purchases of Māori land by the Crown and the New Zealand Company between 1839 and 1860 most Māori titles in Te Tau Ihu were not determined by the Native Land Court. However, the later introduction of native land legislation had considerable implications for the reserve lands that Kurahaupō had been awarded and those lands not included in earlier purchases. Under the Native Land Acts of 1862 and 1865 the Crown established the Native Land Court to determine the owners of Māori land "according to native custom" and to convert customary title into title derived from the Crown. The Native Land Acts also set aside the Crown's pre-emptive right of land purchase, and gave named owners, the same rights as other property owners to lease and to sell their lands to private parties - or the Crown.

27. The Native Land Acts introduced a fundamental change to the Māori land tenure system. Customary tenure was generally able to accommodate the multiple and overlapping interests of different iwi and hapū to the same piece of land but effective participation in the post 1840 economy required clear land boundaries and certainty of ownership. The Court fixed boundaries of discreet blocks of land, and awarded rights in them to individuals rather than tribal collectives.
28. In 1883, the Native Land Court investigated titles to the Te Taitapu and Wakapuaka blocks, and Rangitoto (D'Urville) Island which had been excluded from earlier Crown purchases. Kurahaupō iwi were principally represented at the Native Land Court by Meihana Kereopa. In the Te Taitapu title investigation he and other Kurahaupō witnesses claimed a non-exclusive customary right based on ancestral connection and ongoing occupation. Their evidence was disputed by other iwi. Although some judges recognised that conquered peoples remaining in occupation of their land after 1840 retained rights, the Native Land Court decided in the Taitapu case that rights of conquest as at 1840 – supported by occupation – were sufficient proof of exclusive ownership. The Court did not recognise that Kurahaupō had recovered and revived the exercise of their rights in this block. Kurahaupō began presenting their claim for Wakapuaka to the Native Land Court for Wakapuaka immediately after the Taitapu hearings. However they withdrew their claim before the Court had made its decision, and did not press any claim for Rangitoto despite both blocks being within the tuku of Tutepourangi.
29. After the Court had heard all the evidence for Taitapu, Kurahaupō began presenting their claim for Wakapuaka. However they withdrew this claim before the Court had presented its Te Taitapu decision.
30. In 1892 the Native Land Court determined beneficial interests in the Nelson Tenths reserves. The Court again based its decision on the view that rights of conquest as at 1840 – supported by occupation – were sufficient proof of exclusive ownership. Kurahaupō iwi did not accept that this decision or the Te Taitapu decision was correct. In 1977 the remaining tenths were vested in the Wakatū Incorporation. Kurahaupō continued to be excluded as beneficiaries.

### **SILNA**

31. The insufficiency of the reserves set aside in 1856 and 1860 caused great economic hardship for Kurahaupō over many years. Throughout the 1870s and 1880s South Island Māori sent a number of petitions to the Government arguing that they had insufficient land to live on. In 1886 the Native Minister established a Commission of Inquiry to report on Marlborough Māori. Commissioner Alexander Mackay identified 168 Kurahaupō individuals who were landless.
32. Mackay was also asked to identify available lands that could be set aside to provide for landless Māori in the South Island. Mackay's inquiry lasted many years. He ultimately recommended that Te Tau Ihu landless Māori be given 40 acres each, even though he recommended higher amounts for another iwi. In 1897 the Commission had reported that 6,111 acres had been allocated to 191 Māori in Te Tau Ihu some of whom were in occupation. In 1897 Mackay also noted that 6,442 acres had been set aside for a further 175 landless Te Tau Ihu Māori at Tennyson's Inlet near Pelorus Sound.
33. Mackay's work on Marlborough landless Māori then merged with investigation of other South Island landless Māori. The result was the establishment of the Landless Natives Commission that operated from 1897 until 1905. In its final report the

Commissioners identified 4,064 South Island landless Māori and recommended the allocation of 142,118 acres of land to those individuals. The blocks initially allocated for Te Tau Ihu Māori were: the Whakapoai (Heaphy River); Te Mapou and Te Raetihi (Croiselles), Miritu Bay, Edgecombe and Endeavour Inlet (Queen Charlotte Sound); Tennyson's Inlet blocks (Pelorus Sound) in the northern South Island, as well as the Port Adventure block on Stewart Island.

34. The South Island Landless Natives Act was passed in 1906 to facilitate the provision of titles to those identified as being landless. A large quantity of land was proclaimed pursuant to this Act in 1908. However, the process of allocating much of this land to individuals was never completed. Some of the unallocated blocks including the Port Adventure and Whakapoai, blocks had been intended for members of Ngāti Kuia, Rangitāne and Ngāti Apa.
35. Most of the land ultimately allocated was remote and unsuitable for cultivation. By the end of the nineteenth century little good land was left in Crown ownership, and the Crown was not prepared to purchase land for landless Maori. A later judicial inquiry described this process of providing land to landless Māori as a 'cruel hoax.'

### **Draft Crown Acknowledgements**

The draft acknowledgements below are subject to further discussion between Kurahaupō and the Crown:

1. The Crown's failure to adequately investigate the customary rights of Kurahaupō iwi before granting land to the New Zealand Company meant that it failed to actively protect the interests of Kurahaupō iwi and was a breach of the Treaty of Waitangi and its principles.
2. The Crown failed to adequately protect the interests of Kurahaupō iwi when it arranged the completion of the New Zealand Company's Nelson purchase and did not establish a process in a timely manner that ensured these Kurahaupō iwi received the full consideration, including a share in the tenths, for this purchase. This was a breach of the Treaty of Waitangi and its principles.
3. The Crown acknowledges that:
  - it failed to deal with Kurahaupō iwi in its negotiation of the Wairau purchase;
  - it did not deal with all the Kurahaupō iwi in its Waipounamu purchase and did not acquire all the Kurahaupō iwi interests it later treated as purchased; and
  - those Kurahaupō iwi the Crown did negotiate with were heavily pressured into giving their consent; and
  - the Crown failed to set aside adequate reserves for Kurahaupō iwi.

The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles.

4. The Crown failed to ensure that Kurahaupō iwi were left with sufficient land for their present and future needs and this failure was a breach of the Treaty of Waitangi and its principles.

## ATTACHMENT TWO

### FINANCIAL AND COMMERCIAL REDRESS

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

#### Quantum

2. The quantum to be paid under the settlement is \$30.65 million.
3. The quantum to be paid on Settlement Date will be \$30.65 million, less the value of the on-account payments identified in paragraph 4, and less the market value of any commercial redress properties selected for transfer on Settlement Date.

#### On-Account Payments

4. Upon this Offer Letter being signed by both parties, the sum of \$2 million will be payable by the Crown to Kurahaupō as an on-account payment. In addition to the \$2 million, the Crown will pay an amount equivalent to simple interest on the \$2 million, at the official cash rate, for the period between 24 October 2008 and the date upon which this Offer Letter is signed by both parties. These payments will be deducted from the quantum to be paid to Kurahaupō on Settlement Date.
5. If this Offer Letter is not converted into a Deed of Settlement, the Crown will take these on-account payments into account in any future settlement.

#### Interest

6. The Crown will pay to Kurahaupō on Settlement Date interest on \$24.25 million for:
  - a. the period between the date of the signing of this Offer Letter by both parties and the date of the signing of the Deed of Settlement, subject to that Deed being signed within two years of the date the parties sign the Offer Letter; and
  - b. the period from the date of signing of the Deed of Settlement to (but excluding) Settlement Date.
7. In the event that the period identified in paragraph 6 is more than two years, then unless otherwise agreed the Crown will be required to pay interest for no more than a two year period.
8. The interest payable under paragraph 6 will be calculated based on the official cash rate, will be non-compounding and will be subject to normal taxation law.

#### Commercial Redress Properties

9. Paragraphs 10 to 25 are subject to paragraphs 26 and 27.

#### *Property Lists*

10. The property lists in **Attachments Five, Six, Seven, and Eight** are draft lists and are therefore subject to further discussions with Kurahaupō and final confirmation from

the Crown that the properties listed are available. The Crown will undertake that investigation process in good faith. In the event any property is not available, the Crown will be under no obligation to substitute that property with another property but will, in good faith, consider alternative properties that may be available.

#### *Commercial Properties with Cultural Associations*

11. The Crown will gift to Kurahaupō on Settlement Date commercial properties with cultural associations selected from Table 4 of the **Attachment Three** and/or the lists attached as **Attachments Five and Six**. Kurahaupō may select for gifting properties with a combined market value of up to \$5 million.

#### *Commercial Properties for Purchase*

12. Kurahaupō may select any of the properties listed in **Attachment Five** for purchase on Settlement Date.

13. The market value of the properties to be purchased under paragraph 12 will be deducted from the quantum to be paid to Kurahaupō on Settlement Date.

14. The valuation date to apply to all of the properties selected under paragraphs 11 and 12 will be either the date of the signing of this Offer Letter by both parties or the date of the Deed of Settlement, on the condition that a Deed of Settlement is signed within two years of the signing of this Offer Letter.

15. If a Deed of Settlement is not signed within two years of the signing of this Offer Letter by both parties, the valuation date will be updated to current market value.

16. Kurahaupō will also have a right of deferred selection for any of the properties listed in **Attachment Five** that are not selected for gifting or purchase at Settlement Date. This right of deferred selection will be for three years from Settlement Date. The valuation date for the properties selected under this right of deferred selection will be the date upon which notice is given that Kurahaupō seeks to purchase a property.

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

17. Kurahaupō may select any of the properties listed in **Attachment Six** for purchase and leaseback to the Crown at Settlement Date. The purchase and leaseback will apply to the land only, and not the improvements on the land.

18. Kurahaupō may also request that up to three properties selected for purchase and leaseback under paragraph 17 include the improvements on the land. The Crown will make all reasonable endeavours to ensure that the improvements associated with up to three purchase and leaseback properties are made available.

19. The market value of the properties to be purchased under paragraphs 17 and 18 will be deducted from the quantum to be paid to Kurahaupō on Settlement Date.

20. The valuation date for the properties selected under paragraph 17 and 18 will be the date of the signing of this Offer Letter by both parties, on the condition that a Deed of Settlement is signed within two years of that date. If a Deed of Settlement is not signed within two years of the signing of this Offer Letter by both parties, the valuation date will be updated to current market value.

21. Kurahaupō will also have a right of deferred selection for purchase and leaseback for any of the properties listed in **Attachment Six** that are not selected for purchase and leaseback at Settlement Date. This right of deferred selection will be for three years

from Settlement Date. The valuation date for the properties selected under this right of deferred selection will be the date upon which notice is given that a property is selected.

22. The terms applying to the leaseback to the Crown for any property selected will be negotiated and agreed between the relevant Crown agency and Kurahaupō as part of the preparation of the Deed of Settlement.

#### *Right of First Refusal*

23. Kurahaupō will have a right of first refusal over the properties listed in **Attachment Seven** for a period of 169 years from Settlement Date.
24. The terms of this right of first refusal will be agreed between the parties as part of the preparation of the Deed of Settlement.

#### *Commitment to Explore Purchase and Leaseback*

25. The Crown will also explore the availability of four non-core Crown properties listed in **Attachment Eight** for purchase and leaseback. For the avoidance of doubt, the Crown has commenced discussions with the relevant non-core Crown agencies for these properties, and a number of complex and difficult issues have been identified. These issues will have to be resolved if these properties are to become available for purchase and leaseback.

#### **Agreement Process for Commercial Redress Properties**

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

#### **Redress in Lieu of Crown Forest Licensed Land Redress**

28. Kurahaupō iwi are claimants to Crown forest licensed land under the Crown Forestry Rental Trust Deed. The parties have agreed that, in lieu of receiving Crown forest licensed land redress, the Crown will provide the following redress:
- a. a payment on Settlement Date of \$3 million;
  - b. a payment on Settlement Date of an amount equivalent to three-eighths of the accumulated rentals (held by or payable to the Crown Forestry Rental Trust) associated with the Crown Forest Licensed Land in Te Tau Ihu;
  - c. a payment on Settlement Date equivalent to three-eighths of the value of New Zealand Emission Units allocated to Crown Forest Licensed Land in Te Tau Ihu on Settlement Date;
  - d. the opportunity to purchase land and improvements at Woodbourne Airbase, subject to the satisfactory accommodation of the operational interests of the New Zealand Defence Force; and



- e. the opportunity to explore other Crown land and/or improvements to an equivalent value and significance to those offered at Woodbourne Airbase should Kurahaupō and the New Zealand Defence Force fail to reach a mutually agreeable solution.

## ATTACHMENT THREE

### CULTURAL REDRESS

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

#### General

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

#### Vest and gift back

- 3 The Crown offers to vest the beds of five Alpine Tarns (see **Table 1**) in Nelson Lakes National Park in Ngāti Apa, subject to Ngāti Apa gifting these lake beds back to the Crown for the benefit of all New Zealanders.
- 4 Following gift-back by Ngāti Apa, the Crown will provide an overlay classification as described in **Table 2** below.

**Table 1: Vest and gift back**

Location	Iwi with association	The beds of:
Alpine Tarns, Nelson Lakes National Park Map 1	Ngāti Apa	Blue Lake/Rotomairewhenua, Lake Constance/Rotopohueroa, Lake Angelus/Rotomaninitua, Lake Arnst Tarns/Paratitahi and Paraumu.  Subject to survey.

#### Overlay Classifications

- 5 The Crown offers to grant the Governance Arrangements an exclusive overlay classification over five alpine tarns in the Nelson Lakes National Park: Blue Lake/Rotomairewhenua, Lake Constance/Rotopohueroa, Lake Angelus/Rotomaninitua, and the two Lake Arnst Tarns, Paratitahi and Paraumu.
- 6 The Crown offers to grant the Governance Arrangements non-exclusive overlay classifications over:
  - a. Lakes Rotoiti and Rotoroa
  - b. Titi Island and the Chetwode Islands and associated rocks; and
  - c. the Wairau Lagoon.

- 7 The declaration of an area as an overlay classification provides for the Crown to acknowledge Kurahaupō values in relation to that area. It also provides, in relation to that area, for:
- a. the Governance Arrangements and the Crown to agree on protection principles to avoid harm to Kurahaupō values, or any diminishment of them, and for the Director-General of Conservation to take action in relation to the protection principles; and
  - b. the New Zealand Conservation Authority and the Nelson Conservation Board to have regard to Kurahaupō values and the protection principles.
- 8 The overlay classifications are to be offered, in substance, on the same terms as those that have been provided in recent Treaty settlements.

**Table 2: Overlay classifications**

Location	Iwi with association	Total area (ha) and conditions
Alpine Tarns, Nelson Lakes National Park	Ngāti Apa	Over the five tarns (area to be defined)
Titi Island and Chetwode Islands and associated rocks	Ngāti Kuia	356.1 ha
Wairau Lagoon (including 10 ha of the Boulder Bank immediately South East of Pt Sec 8 Opawa District)	Rangitāne	Area to be defined Excluding the 10 ha area of the Boulder Bank, this overlay would be subject to the development with Ngāti Rarua and Ngāti Toa of joint iwi protection principles  Rangitāne to define iwi protection principles for 10 ha of the Boulder Bank immediately South East of Pt Sec 8 Opawa District
Lakes Rotoiti and Rotoroa	Ngāti Apa, Rangitāne, Ngāti Kuia	To be defined

### **Kaitiaki instrument**

- 9 The Crown proposes the Deed of Settlement and the Settlement Legislation acknowledge Kurahaupō's association with Titi Island, the Chetwode Islands and associated rocks (within the Chetwode Islands Nature Reserve), and the titi species on these islands, by providing for:
- a. the Governance Arrangements to be appointed as kaitiaki to provide advice directly to the Minister of Conservation regarding the management of the titi population on the islands and to assist the Department of Conservation when assessing applications to access the islands; and
  - b. Kurahaupō to harvest titi in the event that, in the assessment of the Minister of Conservation, the titi population can withstand ecologically sustainable harvesting.

## Cultural Redress Properties

### *Sites to be vested in Kurahaupō*

10 Tables 3, 4 and 5 below set out the Cultural Redress Properties that the Crown offers to vest in fee simple estate in Kurahaupō. These vestings will be subject to the specific conditions and encumbrances noted in Tables 3, 4 and 5 and in paragraph 7 of Attachment Four to this Offer Letter.

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

Location	Site description	Iwi with association	Legal description	Specific conditions or encumbrances
St Arnaud Map 2	Massey Street, part of Town of St Arnaud Conservation Area.	Ngāti Apa	0.1 hectare, approximately, being part of Section 9 SO 15052. Subject to survey.	
Anamahanga/Port Gore, Tinui Bay	Melville Cove Tinui Conservation Area	Ngāti Apa,	1.2141 hectares, more or less, being Section 10, Block XII, Gore Survey District	
Titiraukawa (Pelorus Bridge) Map 4	Part of Pelorus Bridge Recreation Reserve, site adjacent to river with cabins and old school site	Ngāti Kuia	5.0 hectares, approximately, being Section 21 and part of Section 63 Block VIII Heringa Survey District. Subject to survey.	Subject to protection of existing plaque and trees, water and access easements, and including improvements
Cullen Point (Havelock) Map 5	Part of Cullen Point Scenic Reserve	Ngāti Kuia	3.3 hectares, approximately, being part of Part Section 1 Mahakipawa Survey District. Subject to survey.	Subject to scenic reserve status
Wairau Lagoon Map 6 (map is indicative only)	Part of Wairau Lagoon Wildlife Management Reserve, (near Balfour block) southern side of the "mouth" of the Wairau River with access to the formed vehicle track	Rangitāne	Area to be confirmed, being Part Section 1 SO 7049 (Marlborough). Subject to survey.	For the purpose of the return of kōiwi.

<b>Location</b>	<b>Site description</b>	<b>Iwi with association</b>	<b>Legal description</b>	<b>Specific conditions or encumbrances</b>
Moenui Map 7	Moenui Recreation Reserve	Ngāti Kuia	0.2327 hectares, more or less, being Lot 24 DP 2198 (Marlborough).	Subject to recreation reserve status
Robin Hood Bay (Waikutakuta) Map 8	Part of Robin Hood Bay Recreation Reserve	Rangitāne	1.0327 hectares, more or less, being Lot 1 DP 3676 and Section 1 SO 6982 (Marlborough).	Subject to recreation reserve status and marginal strip
Kawai (World's End) Map 9	Area in Harvey Bay, part of Tennyson Inlet Scenic Reserve	Ngāti Kuia	1.6 hectares, approximately, being part of Part Section 7 Block V Tennyson Survey District. Subject to survey.	Minister to approach District Council to stop unformed legal paper road
Picton Map 10	Recreation Reserve, Picton	Rangitāne	0.1948 hectares, more or less, being Sections 379 and 380 Town of Picton.	Subject to grazing concession and marginal strip.
Waimea Gardens Map 11	Land under Appleby School	Ngāti Kuia	1.4092 hectares, more or less, being Lots 1 and 2 DP 1989, Part Lot 6 DP 232 and Part Section 10 Waimea West District.	Up to the market value of \$0.5 million and subject to lease back
Canvastown School Map 12		Ngāti Kuia	1.6124 hectares, more or less, being Part Section 36 Block X Wakamarina Survey District.	Up to the market value of \$0.5 million and subject to lease back
Tuamatene Marae, Grovetown Map 13		Rangitāne	0.3907 hectares, more or less, being Parts Section 38 Wairau West District.	

Location	Site description	Iwi with association	Legal description	Specific conditions or encumbrances
Rārangi Map 14	Part of Wairau River Mouth Diversion Conservation Area	Rangitāne	0.25 hectares, approximately, being part of Section 25 Block VIII Cloudy Bay Survey District. Subject to survey.	
Ngākuta Bay Map 15	Part of Ngākuta Bay Recreation Reserve	Rangitāne	0.0739 hectares, more or less, being Lot 29 DP 1329 (Marlborough).	Subject to recreation reserve
Tarakaipa Island urupā Map 16	Part of Tarakaipa Island Scenic Reserve	Ngāti Kuia	0.5 hectares, approximately, being part of Section 5 Block VII Tennyson Survey District. Subject to survey.	Subject to scenic reserve status
Te Tai Tapu Map 17	Part of North West Nelson Forest Park, near Anatori River	Ngāti Apa	10 hectares, approximately, being part of Part Section 1 Square 17. Subject to survey.	Covenant to protect public access through site
Momorangi Bay Map 18	Part of Momorangi Bay Recreation Reserve	Rangitāne	0.1770 hectares, more or less, being Lot 2 DP 1557 (Marlborough).	Subject to recreation reserve status

*Commercial properties sought as cultural redress*

- 11 Table 4 below sets out Crown owned property which the Crown is prepared to vest in fee simple in Kurahaupō subject to the market value of this site being subtracted from the \$5 million set aside for the gifting of commercial property to Kurahaupō as part of its commercial package.

**Table 4: Commercial properties to be vested in fee simple in Kurahaupō as cultural redress, subject to deduction from Kurahaupō's existing fund for the gifting of commercial properties**

Location	Site description	Iwi with association	Legal description
Havelock Map 19	4 Nicholson Road	Ngāti Kuia Rangitāne	0.0709 hectares, more or less, being Lot 3 DP 9427.
Havelock Map 20	4A Nicholson Road	Ngāti Kuia Rangitāne	0.0709 hectares, more or less, being Lot 2 DP 9427.
Grovetown Map 21	Grovetown Hall, Grovetown, 3 Fell Street	Rangitāne	0.1065 hectares, more or less, being Section 3 Block XI Cloudy Bay Survey District.
Kaituna School Hall/ Waikakaho School Map 22		Rangitāne	0.4105 hectares, more or less, being Section 116 Kaituna District.
Blenheim Map 23	Chilly's site, Horton Street	Rangitāne	1.2263 hectares, more or less, being Lots 1 and 2 DP 7883
St Arnaud Roadmans Cottage Map 24	Wairau Valley Highway	Ngāti Apa	0.7993 hectares, more or less, being Part Section 10 Block XIV Motupiko Survey District.

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

12 **Table 5** below sets out the Cultural Redress Properties that the Crown is prepared to vest, subject to agreement between all mandated groups that have expressed interests in the sites.

**Table 5: Sites to be vested in fee simple in Kurahaupō jointly with one or more Te Tau Ihu groups**

Location	Site description	Iwi with association	Legal description	Specific conditions or encumbrances
Pukatea (Whites Bay) Map 25	Part of Whites Bay Recreation Reserve	Rangitāne  Jointly with Ngāti Toa, and Ngāti Rarua	1.2 hectares, approximately, being part of Part Pukatea Section 2. Subject to survey.	Subject to recreation reserve and to be jointly transferred to Ngāti Rarua, Rangitāne, and Ngāti Toa

Location	Site description	Iwi with association	Legal description	Specific conditions or encumbrances
Horahora Kākahu Map 26	Horahora Kākahu Island Historic Reserve	Rangitāne  Jointly with Ngāti Rarua, and Ngāti Toa	1.2141 hectares, more or less being Section 4 Block XVI Arapawa Survey District.	Subject to historic reserve and to be jointly transferred to Rangitāne, Ngāti Rarua, and Ngāti Toa
Mātangi Āwhio, Nelson Map 27	Queen's Road Recreation Reserve, Nelson	Kurahaupō  Jointly with Ngāti Tama, Ngāti Rarua, Te Atiawa, and Ngāti Koata	0.2061 hectares, more or less, being Section 1212 City of Nelson.	Subject to concession and scenic reserve status. Excludes 0.4 ha for radar facility, which is to be retained by Department of Conservation.

### Statutory Acknowledgements

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

**Table 6: Statutory Acknowledgements**

Location	Iwi with association	Total area (ha)
Lake Rotoiti (Nelson Lakes National Park)	Ngāti Apa, Rangitāne, Ngāti Kuia	To be discussed
Lake Rotoroa (Nelson Lakes National Park)	Ngāti Apa, Rangitāne, Ngāti Kuia	To be discussed
Te Ope o Kupe (Anamahanga/Port Gore)	Ngāti Apa, Ngāti Kuia, Rangitāne	To be discussed
Puhikereru (Anamahanga/Port Gore)	Ngāti Apa, Ngāti Kuia, Rangitāne	To be discussed
Pororoirangi (Kenepuru Sound)	Ngāti Kuia, Rangitāne	To be discussed
Kohi te Wai (Nelson)	Ngāti Apa, Ngāti Kuia, Rangitāne	To be discussed
Whatamango (Picton)	Ngāti Kuia, Ngāti Apa, and Rangitāne	To be discussed
Kaiteriteri Scenic Reserve	Ngāti Apa	0.9 ha
Tarakaipa Island	Ngāti Apa, Ngāti Kuia	31.6 ha
Titi Island Nature Reserve and Chetwode Islands Nature Reserve and associated rocks	Ngāti Kuia	356.1 ha



Location	Iwi with association	Total area (ha)
Wairau Lagoon (including 10 ha of the Boulder Bank immediately South East of Pt Sec 8 Opawa District)	Rangitāne	To be determined
Farewell Spit	Ngāti Apa	11,423.5 ha
The Brothers Islands	Ngāti Apa, Ngāti Kuia, and Rangitāne	8 ha
Pelorus Sound	Ngāti Kuia	To be determined
Parikarearea (Maungatapu)	Ngāti Kuia	To be determined
Takapourewa (Stephens Island)	Ngāti Kuia	150.3 ha
French Pass Scenic Reserve	Ngāti Kuia	12.9 ha
Southernmost part of Te Tai Tapu Block	Ngāti Apa	To be determined
Westhaven (Te Tai Tapu) Marine Reserve and Westhaven (Whanganui Inlet) Wildlife Reserve	Ngāti Apa	2607.7 ha

- 14 Statutory acknowledgements provide for the Crown to acknowledge in the Settlement Legislation a statement by Kurahaupō of their cultural, spiritual, historic and traditional association with a particular area. They further provide for:
- a. relevant consent authorities, the New Zealand Historic Places Trust, and the Environment Court to have regard to the statutory acknowledgments;
  - b. relevant consent authorities to forward to the Governance Arrangements summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgment has been made; and
  - c. the Governance Arrangements and any member of Kurahaupō to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgment as evidence of the association of Kurahaupō with the area in relation to which the statutory acknowledgement has been made.
- 15 The statutory acknowledgments provided to the Governance Arrangements will, in substance, be provided on similar terms to those provided in recent Treaty settlements. In particular, the statutory acknowledgements:
- a. will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; and
  - b. will not prevent the Crown from providing a statutory acknowledgment to persons other than Kurahaupō or the Governance Arrangements with respect to the same area.

## Deeds of Recognition

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

**Table 7: Deeds of Recognition**

Location	Iwi with association	Total area (ha)
Lake Rotoiti (Nelson Lakes National Park)	Ngāti Apa, Rangitāne, Ngāti Kuia	To be discussed
Lake Rotoroa (Nelson Lakes National Park)	Ngāti Apa, Rangitāne, Ngāti Kuia	To be discussed
Te Ope o Kupe (Anamahanga/Port Gore)	Ngāti Apa, Ngāti Kuia, Rangitāne	To be discussed
Puhikereru (Anamahanga/Port Gore)	Ngāti Apa, Ngāti Kuia, Rangitāne	To be discussed
Pororoirangi (Kenepuru Sound)	Ngāti Kuia, Rangitāne	To be discussed
Kohi te Wai (Nelson)	Ngāti Apa, Ngāti Kuia, Rangitāne	To be discussed
Whatamango (Picton)	Ngāti Kuia, Ngāti Apa, and Rangitāne	To be discussed
Kaiteriteri Scenic Reserve	Ngāti Apa	0.9 ha
Tarakaipa Island	Ngāti Apa, Ngāti Kuia	31.6 ha
Titi Island Nature Reserve and Chetwode Islands Nature Reserve and associated rocks	Ngāti Kuia	356.1 ha
Wairau Lagoon (including 10ha of the Boulder Bank immediately South East of Pt Sec 8 Opawa District)	Rangitāne	To be determined
Farewell Spit	Ngāti Apa	11,423.5 ha
The Brothers Islands	Ngāti Apa, Ngāti Kuia, and Rangitāne	8 ha
Pelorus Sound	Ngāti Kuia	To be determined
Parikarearea (Maungatapu)	Ngāti Kuia	To be determined
Takapourewa (Stephens Island)	Ngāti Kuia	150.3 ha
French Pass Scenic Reserve	Ngāti Kuia	12.9 ha

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

### Contested sites

- 20 The Crown offers to provide redress to Kurahaupō over the following sites subject to the resolution of overlapping claims and agreement being reached on the proposed redress with Tainui Taranaki following the signing of this Offer Letter and before the signing of the Deed of Settlement.

**Table 8: Contested sites**

Site	Initial Crown offer	Size of initial Crown offer	Specific conditions in initial Crown offer	Issues raised by other iwi
Heaphy Track	Ngāti Apa was offered an overlay classification		50m on each side of the track along the Crown-owned portions of the track north of the takiwā	Ngāti Tama, Ngāti Rarua, and Te Atiawa seek redress
Parapara Peninsula	Te Atiawa, Ngāti Rarua, and Ngāti Tama were offered a vesting in fee simple of the entire Parapara Peninsula Historic Reserve jointly with Ngāti Apa including: Section 1A (3.7 ha) and 1B (5.8 ha) Section 108 Tākaka District; and Lot 1 DP 8871 (1.6 ha)  Ngāti Apa were initially only offered Section 1A (3.7 ha)  (Te Atiawa and Ngāti Rarua declined this redress and Ngāti Tama accepted.)	11.1 ha approx	As Historic Reserve and subject to access easement if required and grazing lease, headland to be jointly shared with Ngāti Apa	Ngāti Apa agree to relinquish Parapara Peninsula in favour of Ngāti Tama for vesting in Milnthorpe, which is opposed by Tainui Taranaki
Te Matau (Separation Point)	Tainui Taranaki were offered a statutory acknowledgement and deed of recognition (Ngāti Kōata and Ngāti Rarua declined this redress)	6 ha of point (part of section 27 SQ 12 (SO 4840))		Ngāti Kuia, Rangitāne, and Ngāti Apa seek redress, which is opposed by Tainui Taranaki

Ships Cove	Te Atiawa was offered a statutory acknowledgement and deed of recognition over Queen Charlotte Sound including Ships Cove			Rangitāne and Ngāti Kuia seek redress, which is opposed by Tainui Taranaki
Endeavour Inlet	Te Atiawa was offered a statutory acknowledgement and deed of recognition over Queen Charlotte Sound including Endeavour Inlet			Ngāti Kuia and Rangitāne seek redress, which is opposed by Tainui Taranaki
Anamahanga/Port Gore, Tinui Bay	Melville Cove Tinui Conservation Area	1.2141 hectares, more or less, being Section 10, Block XII, Gore Survey District		Ngāti Kuia and Rangitāne seek vesting of this site, which is opposed by Tainui Taranaki

### Coastal Statutory Acknowledgements

- 21 The Crown offers to provide statutory acknowledgements over coastal areas of significance to Kurahaupō. Coastal statutory acknowledgements are to be finalised after this Offer Letter is signed.
- 22 In accordance with the regional approach adopted for Te Tau Ihu the Crown proposes that Kurahaupō nominate proposed areas for coastal statutory acknowledgements and discuss these areas with Tainui Taranaki and Ngāti Toa. Coastal statutory acknowledgements nominated by the three mandated groups may overlap.

### Place Name Changes

- 23 The Crown invites the three Te Tau Ihu mandated groups to work together on a joint list for submission to the New Zealand Geographic Board/ Ngā Pou Taunaha o Aotearoa, to be processed under the usual statutory provisions followed by the Board. Where such proposals extend into the Ngāi Tahu takiwā, the Crown requests the Te Tau Ihu mandated groups also discuss the proposals with Ngāi Tahu. The Crown will then submit the list of proposed changes to the New Zealand Geographic Board/ Ngā Pou Taunaha o Aotearoa for its consideration.
- 24 The Crown will not consider any proposal to change the name of the Heaphy Track, unless it is a joint submission from all South Island iwi.

### River Statutory Acknowledgements and Deeds of Recognition

- 25 The Crown offers for the Deed of Settlement and the Settlement Legislation to provide for statutory acknowledgements and deeds of recognition to be made in relation to the following rivers within Kurahaupō's area of interest:

**Table 9: River Statutory Acknowledgements and Deeds of Recognition**

<b>River or waterway</b>
Maitai River (or Mahitahi River near Nelson)
Wairau River (including Omaka River as its tributary)
Waimea River (including Wairoa River and Wai-iti River as its tributaries)
Anatori River (South of the Whanganui Inlet)
Kaituna River (near Havelock)
Motupiko River
Pelorus River (or Te Hoiere River near Havelock)

- 26 The Crown notes that the rivers that are to be subject to statutory acknowledgements and deeds of recognition are subject to further negotiations following the signing of this offer letter.
- 27 The river statutory acknowledgements and deeds of recognition would be non-exclusive and relate only to those Crown-owned portions of the riverbed.
- 28 The river statutory acknowledgments and deeds of recognition provided to the Governance Arrangements will, in substance, be on similar terms to those provided in recent Treaty settlements. In particular, they:
- a. will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; and
  - b. will not include:
    - i. a part of the bed of the waterway that is not owned by the Crown; or
    - ii. land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
    - iii. an artificial watercourse; or
    - iv. a tributary flowing into the waterway (unless expressly provided for in this Offer Letter).
- 29 The Crown making river statutory acknowledgements and entering into river deeds of recognition with the Governance Arrangements will not prevent the Crown from providing such redress, or providing other redress (to the extent that it is consistent with the deed of recognition) to persons other than Kurahaupō or the Governance Arrangements with respect to the same area.

## Special Redress

### *Pakohe*

- 30 The Crown proposes the Deed of Settlement and the Settlement Legislation acknowledge Kurahaupō's cultural and historical association with pakohe by:
- a. offering a Statement of Cultural Association to recognise Kurahaupō's cultural and historical association with pakohe; and
  - b. offering Kurahaupō the right to fossick and remove by hand pakohe boulders in rivers agreed with the Crown on Conservation land.
- 31 The Department of Conservation will place conditions on access to pakohe boulders in rivers within Conservation land to ensure conservation values are preserved.

### *Eels within the Nelson Lakes National Park*

- 32 The Crown offers for the Deed of Settlement and the Settlement Legislation to acknowledge Ngāti Apa's association with eels within the Nelson Lakes National Park.
- 33 The Crown offers for the Deed of Settlement and the Settlement Legislation to provide for a statutory confirmation that Ngāti Apa may apply to the Minister of Conservation for cultural take of eels from the Nelson Lakes National Park where:
- a. there is no alternative source of eels accessible; and
  - b. there are extraordinary cultural circumstances such as tangi of Rangātira;
- 34 The Crown offers for the Deed of Settlement and the Settlement Legislation to provide for a statutory provision that the Minister of Conservation may grant such applications if he or she is satisfied that:
- a. the proposed take would be ecologically sustainable (taking into account the cumulative effects and the effects on associated and dependant species and the ecosystem as a whole);
  - b. the preservation of the species, the population and the maintenance of range will not be significantly adversely affected;
  - c. the ecosystem, habitat and/or species are not threatened and adverse effects on habitats and ecosystems are avoided;
  - d. the proposed take is for customary purposes and there is an established tradition of such fishing in those national park waters;
  - e. the use is important to tangata whenua; and
  - f. Kurahaupō supports the application.
- 35 It is expected the Minister will take a precautionary approach where insufficient information exists. Fishing under any permit granted by the Minister of Conservation will also be subject to the South Island Customary Fishing Regulations.

### *Ngāi Tahu takiwā*

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

### *River/freshwater management*

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

### *Ngāti Apa Claim*

- 40 The Crown will pay \$3 million on Settlement Date in recognition of the unique claim of Ngāti Apa.

## **Relationship Redress**

### *Protocols*

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

*Promotion of relationship with local authorities*

- 44 Following the signing of the Deed of Settlement, the Crown will write to the following local authorities encouraging them to enter into a Memorandum of Understanding with Kurahaupō in respect of matters within the Kurahaupō Area of Interest north of the Ngāi Tahu takiwā:
- a. the Nelson City Council;
  - b. the Tasman District Council;
  - c. the Marlborough District Council; and
  - d. the Buller District Council.



## ATTACHMENT FOUR

### DEFINITIONS, TERMS AND CONDITIONS OF CROWN OFFER

#### Definitions

Key terms used in this document are defined as follows:

**Crown** means:

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

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

**Cultural Redress Properties** means those properties referred to in Tables 3, 4 and 5 of Attachment Two.

**Deed of Settlement** means the Deed of Settlement that would be entered into between the Crown and Kurahaupō setting out the full detail of the final settlement of the Historical Claims.

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

**Historical Claims** means all historical Treaty claims by any member of Ngāti Kuia, Ngāti Apa and Rangitāne, or any representative entity of Kurahaupō, as described in the Terms of Negotiations between the Crown and Kurahaupō ki te Waipounamu.

**Kurahaupō** means the groups (and individual members of those groups) represented by the Kurahaupō ki te Waipounamu Trust, whose Historical Claims will be settled as a result of the Deed of Settlement.

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

**Trust** means the Kurahaupō ki te Waipounamu Trust, the mandated body recognised to represent Ngāti Kuia, Ngāti Apa and Rangitāne in negotiations with the Crown.

**Settlement Date** means the date 20 business days following the enactment of the Settlement Legislation, being the date on which the settlement redress is to be transferred to Kurahaupō.

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

## Terms and Conditions

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

### *Overlapping Interests*

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

### *Cabinet agreement*

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

### *Ratification*

- e. the Kurahaupō ki te Waipounamu Trust (the Trust), obtaining, before the Deed of Settlement is signed, a mandate from their constituents (through a process agreed by the Trust and the Crown) authorising them to:
  - i. enter into the Deed of Settlement on behalf of Kurahaupō; and
  - ii. in particular, settle the Historical Claims on the terms provided in the Deed of Settlement;

### *Governance Arrangements*

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

### *Settlement Legislation*

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

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

- 7. The vesting or transfer of properties will be subject to:
  - a. further identification and survey of sites where appropriate;
  - b. the exclusion of sites (or part thereof) that are public foreshore and seabed (as defined in the Foreshore and Seabed Act 2004);
  - c. the agreement of the Minister or Chief Executive of the land holding agency (as appropriate) that the property is available for vesting or transfer;
  - d. any specific conditions and encumbrances (including those listed in the Tables in this letter of agreement), or terms of transfer applicable to any specific property;

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

**ATTACHMENT FIVE**  
**COMMERCIAL REDRESS PROPERTIES**

WITHOUT PREJUDICE - NEGOTIATIONS CONFIDENTIAL

Te Tau Ihu - Commercial redress properties

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

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

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

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

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

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



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

**ATTACHMENT SIX**  
**PURCHASE AND LEASEBACK PROPERTIES**

WITHOUT PREJUDICE - NEGOTIATIONS CONFIDENTIAL

Te Tau Ihu - Purchase and Leaseback properties

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

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

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

Agency	Redress mechanism	Property ID	Property Name	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
Department of Corrections	sale and leaseback		Community work Centre and Probation Office	Community work Centre and Probation Office	Lot 2 DP 5871		0.0719	64 Seymore Street	Blenheim
Ministry of Social Development	sale and leaseback	7520	Commercial Office Space Occupied by MSD	Commercial Office Space	Lot 1 DP 9864		0.1357	22 Bridge Street	Nelson
Ministry of Education	sale and leaseback	287	Queen Charlotte College	School site	Part Section 8 Waitohi District	2283	7.8382	173 Waikawa Road	Picton
Ministry of Education	sale and leaseback	288	Marlborough Boys' College	School site	Lot 1 DP 1489, Lot 1 DP 1497, Lot 1 DP 2220, Lot 21 DP 195, Lots 1 and 3 DP 1173, Lots 15 16 17 18 and 19 and Part Lots 12, 13 and 14 DP 52, Lots 19, 20, 22 and 23 and Part Lots 4, 5 and 24 and Parts Lot 21 DP 429, Parts Section 2 Omaka District, Part DP 289 and Lots 6 and 7 and Part Lot 2 and Parts Lot 1 DEEDS PLAN 21, Parts DP 383 and Part Lots 1 and 3 DP 350, Parts DP 448, Lot 1 DP 1151 and Lot 2 DP 1173	2534	5.7476	5 Stephenson Street	Blenheim
Ministry of Education	sale and leaseback	289	Marlborough Girls' College	School site	Part Section 52 Omaka District	2671	8.3699	21 McLauchlan Street	Blenheim
Ministry of Education	sale and leaseback	290	Collingwood Area School	School site	Section 1 and 3 SO 15130, Section 1 SO 14727 and Parts Sections 96, 97, 202, 203 and 216, Part Sections 95, 215, 339, 395 and 398 and Sections 205, 206, 207, 208, 209, 217, 218, 396, 397, 398, 406 and 419 Town of Collingwood	2654	5.2472	Lewis Street	Collingwood
Ministry of Education	sale and leaseback	291	Rai Valley Area School	School site	Part Lots 1 and 2 DP 776 and Part Lot 1 DP 1234	2650	2.3701	Main Road	Rai Valley
Ministry of Education	sale and leaseback	292	Golden Bay High School	School site	Lots 1 and 2 DP 4000, Lot 2 DP 2419 and Sections 6 and 15 and Parts Section 4 of RS G Takaka District	2618	4.4542	12 Waitapu Road	Takaka
Ministry of Education	sale and leaseback	293	Nayland College	School site	Parts Section 78 Suburban South District	2318	8.8237	Nayland Road	Stoke
Ministry of Education	sale and leaseback	294	Nelson College (Crown-owned portion only)	School site	Lot 1 DP 10123, Lot 1 DP 2208, Lot 2 DP 6020, Sections 883, 884, 885, 887, 889, 890, 891, 892, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1033, 1032, 1034, 1035, 1036, 1037, 1072, 1073, 1074, 1075, 1076, 1161, 1196 and 1217, Parts Section 888 and Part Sections 1022, 1071, 1077 and 1078 City of Nelson and Section 13 Block D Wakatu District	2319	22.4644	Waimea Road	Nelson
Ministry of Education	sale and leaseback	295	Nelson College for Girls (Crown-owned portion only)	School site	Lots 1 and 2 DP 3303, Lots 5, 6, 7 and Part Lot 4 DEEDS PLAN 1683, Lots 6, 7, 8 and 9 and Part Lot 5 DP 59, Lots 1 and 2 DP 2196, Lots 1 and 2 DP 2238, Lots 1 and 2 DP 2313, Lots 1 and 2 DP 2429, Lots 1 and 2 DP 2675, Lots 2 and 3 DP 92 and Sections 468, 470 and 655, Part Sections	2320	5.2113	Trafalgar Street	Nelson

Agency	Redress mechanism	Property ID	Property Name	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
Ministry of Education	sale and leaseback	296	Waimea College	School site	Part Lots 1 and 2 DP 458 and Parts Lot 1 DP 5512	2532	6.8207	Salisbury Road	Richmond
Ministry of Education	sale and leaseback	297	Tapawera Area School	School site	Part Lot 20 DP 2610 and Parts Section 72 Upper Motueka District	817	5.9076	Main Road	Tapawera
Ministry of Education	sale and leaseback	298	Motueka High School (Crown-owned portion only)	School site	Part Lots 25, 26 and 27 DP 1575 and Section 303 SO 13101	2321	10.1640	Whakarewa Street	Motueka
Ministry of Education	sale and leaseback	299	Murchison Area School	School site	Parts Section 20 Square 170 and Sections 34 and 35 and Part Sections 32 and 33 Town of Murchison	2566	7.7698	Waller Street	Murchison
Ministry of Education	sale and leaseback	525	Salisbury School (Nelson)	School site	Part Lot 1 DP 18938	2438	9.8185	67 Salisbury Road	Richmond
Ministry of Education	sale and leaseback	1627	St Paul's School (Richmond)	School site	Lot 1 DP 20030	2438	2.0317	67 Salisbury Road	Richmond
Ministry of Education	sale and leaseback	2811	Blenheim School	School site	Lot 74 and Part Lots 77, 78 and 79 and Parts Lot 75, 76 and 80 DEEDS PLAN 15	167	1.0693	42 Alfred Street	Blenheim
Ministry of Education	sale and leaseback	2812	Bohally Intermediate	School site	Part Section 52 Omaka District	2168	4.8500	McLauchlan Street	Blenheim
Ministry of Education	sale and leaseback	2839	Fairhall School	School site	Lot 3 DP 11697, Lots 1, 2 and 3 DP 1239 and Part Section 20 Omaka District	178	1.3323	New Renwick Road	Fairhall
Ministry of Education	sale and leaseback	2855	Havelock School	School site	Part Section 1 and Sections 2 and 3 SO 4530	181	1.3725	Main Road	Havelock
Ministry of Education	sale and leaseback	2884	Koromiko School	School site	Lots 1, 2, 3 and 4 DP 1289 and Part Section 29 Waitohi District and Section 39 and Parts Section 40 Block XV Linkwater Survey District	188	0.8622	State Highway 1	Blenheim
Ministry of Education	sale and leaseback	2891	Linkwater School	School site	Section 2 OF Section 15 Mahakipawa District	190	1.4618	1357 Queen Charles Street	Picton
Ministry of Education	sale and leaseback	2912	Mayfield School (Blenheim)	School site	Part Section 50 Wairau District	1698	2.0181	Hutcheson Street	Blenheim
Ministry of Education	sale and leaseback	2956	Picton School	School site	Sections 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637 and 1152 Town of Picton	214	1.1652	5 Buller Street	Picton
Ministry of Education	sale and leaseback	2971	Rapaura School	School site	Lots 1 and 2 DP 1288	2183	1.2616	Hammerichs Road	Rapaura
Ministry of Education	sale and leaseback	2977	Redwoodtown School	School site	Lots 17, 18, 19, 34, 35, 36, 37 and 38 DP17	2560	3.2073	Cleghorn Street	Blenheim
Ministry of Education	sale and leaseback	2978	Renwick School	School site	Section 167 and Parts Section 163 Wairau District, Section 10 Block XIII Cloudy Bay Survey District and Stopped Road	2184	2.6486	High Street	Renwick
Ministry of Education	sale and leaseback	2981	Riverlands School	School site	Part Lot 2 DP 1232 and Part Lot 23 DEEDS PLAN 16	2586	0.9614	School Road	Blenheim
Ministry of Education	sale and leaseback	2988	Seddon School	School site	Part Sections 1 and 9 and Section 8 Block XII Town of Seddon	2360	2.1418	Redwood Street	Seddon
Ministry of Education	sale and leaseback	2995	Spring Creek School	School site	Part Lot 2 DP 961, Lot 2 DP 2051, Lots 65, 66, 67, 68, 69, 70, 71 and 72 DP 485 and Part Section 50 Wairau West District	1726	2.2839	52 Ferry Road	Spring Creek
Ministry of Education	sale and leaseback	2996	Springlands School	School site	Lots 48, 49, 50, 51 and 52 DEEDS PLAN 18 and Section 1 Block XVI Cloudy Bay Survey District	1727	2.6116	Murphys Road	Blenheim
Ministry of Education	sale and leaseback	3050	Tua Marina School	School site	Part Sections 12, 13, 14, 15 and 17 and Sections 11, 18 and 19 Village of Tuamarina	2649	1.1500	Campbells Lane	Tuamarina
Ministry of Education	sale and leaseback	3057	Waikawa Bay School	School site	Section 21 Waikawa Village	697	1.6187	282 Waikawa Road	Picton
Ministry of Education	sale and leaseback	3062	Wairau Valley School (Blenheim)	School site	Section 40 Block IV Mount Olympus Survey District	1764	2.0234	30 Morse Street	Wairau Valley
Ministry of Education	sale and leaseback	3064	Waitaria Bay School	School site	Section 30 Block I Gore Survey District	254	1.5730	Kenepuru Road	Waitaria Bay
Ministry of Education	sale and leaseback	3067	Ward School	School site	Section 14 Block VII Town of Ward	1766	2.0234	Duncan Street	Ward
Ministry of Education	sale and leaseback	3071	Whitney Street School	School site	Part Lots 2 and 5 DP 1236 and Lots 5, 6 and 7 and Part Lot 10 DP 4, Lot 2 DP 794 and Part Section 4 Omaka District	698	2.1853	Whitney Street	Blenheim
Ministry of Education	sale and leaseback	3075	Witherlea School	School site	Part Sections 18 and 19 Block IV Taylor Pass Survey District	1770	2.2493	Upper Weld Street	Blenheim
Ministry of Education	sale and leaseback	3181	Auckland Point School (Crown-owned portion only)	School site	Lots 1, 2, 3, 4, 5 and 6 DP 1441, Lot 1 DP 2931 and Parts Sections 60 and 61 and Part Sections 62, 63, 64 and 65 City of Nelson	829	1.7258	Haven Road	Nelson
Ministry of Education	sale and leaseback	3182	Birchwood School	School site	Part Lot 1 DP 7222	830	2.5348	Durham Street	Stoke
Ministry of Education	sale and leaseback	3183	Brightwater School	School site	Lots 1 and 2 DP 1829 and Section 175 and Part Section 18 Wairau South District	2731	1.6989	106 Ellis Street	Brightwater
Ministry of Education	sale and leaseback	3184	Broadgreen Intermediate	School site	Lot 2 and Part Lot 1 DP 2073	887	4.8972	Nayland Road	Stoke
Ministry of Education	sale and leaseback	3185	Brooklyn School (Motueka)	School site	Parts Section 13 Motueka District	831	1.1431	Umukuri Road	Motueka
Ministry of Education	sale and leaseback	3187	Clifton Terrace School	School site	Lots 1, 2 and 3 DP 1839 and Lot 1 DP 7667	833	2.1265	888 Atahwai Drive	Nelson
Ministry of Education	sale and leaseback	3188	Dovedale School	School site	Part Section 72 Square 2	834	0.5867	Dovedale Road	Nelson

Agency	Redress mechanism	Property ID	Property Name	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2
Ministry of Education	sale and leaseback	3189	Enner Glynn School	School site	Lot 1 DP 5662, Lot 16 DP 3438 and Parts Section 42 Suburban South District	257	2.2825	The Ridgeway	Stoke
Ministry of Education	sale and leaseback	3193	Hampden Street School	School site	Part Sections 643,1038 and 1044 and Parts Sections 1040 and 1042 City of Nelson	258	1.5351	250 Hampden Street	Nelson
Ministry of Education	sale and leaseback	3194	Henley School (Nelson)	School site	Part Lot 3 DP 2667, Part Lot 5 DP 2712 and Lot 1 DP 5512	835	3.1571	56A William Street	Richmond
Ministry of Education	sale and leaseback	3195	Hira School	School site	Lot 1 DP 6009 and Section 113 and Parts Section 27A Suburban North District	2724	0.9812	Main Road	Nelson
Ministry of Education	sale and leaseback	3196	Hope School	School site	Lot 1 DP 19977 and Parts Section 7 Waimea East District	2723	1.0148	Paltons Road	Nelson
Ministry of Education	sale and leaseback	3199	Lake Rotoiti School	School site	Lots 1, 2, 3, 4 and 5 DP 5718, Section 1 Town of St Arnaud and Stopped Road	836	1.1229	State Highway 63	Nelson
Ministry of Education	sale and leaseback	3200	Lower Moutere School	School site	Lot 2 and Part Lot 1 DP 2978	2645	2.3019	School Road	Nelson
Ministry of Education	sale and leaseback	3201	Mahana School	School site	Lot 1 DP 20437, Lots 37 and 38 DP 1089 and Lot 2 DP 695	837	1.3464	Cnr Old Coach Road	Nelson
Ministry of Education	sale and leaseback	3202	Maitai School	School site	Section 1281 and Part Section 205 City of Nelson	2557	0.4300	93 Tasman Street	Nelson
Ministry of Education	sale and leaseback	3203	Mapua School	School site	Lot 11 and 14 DP 336741, Part Lot 1 DP 2260 and Part Section 4 Moutere Hills District	839	2.2253	4 Stafford Drive	Nelson
Ministry of Education	sale and leaseback	3206	Motueka South School	School site	Part Sections 3, 4 and 10 of Section 167 Motueka District	841	2.6279	Courtney Street	Motueka
Ministry of Education	sale and leaseback	3207	Motupipi School	School site	Lot 3 DP 16277 and Part Section 161 Takaka District	2678	1.1356	435 Abel Tasman	Nelson
Ministry of Education	sale and leaseback	3208	Nayland Primary School	School site	Part Lots 3 and 4 DP 2073	259	2.3763	225 Nayland Road	Nelson
Ministry of Education	sale and leaseback	3209	Nelson Central School	School site	Part Section 499 and Sections 503, 504 505, 506 and 1201 City of Nelson	2594	1.8411	Nile Street	Nelson
Ministry of Education	sale and leaseback	3210	Nelson Intermediate	School site	Part Lot 2 DP 1937, Part Lot 1 DP 2845, Sections 863, 864, 866, 867, 870 and 872, Part Section 871 and 873 and Parts Section 874 City of Nelson and Part Section 4 Wakatu District	2733	4.4925	112 Tipahi Street	Nelson
Ministry of Education	sale and leaseback	3212	Ngatimoti School	School site	Lot 1 DP 5035 and Part Section 74 Square 7	893	1.7728	Greenhill Road	Motueka
Ministry of Education	sale and leaseback	3213	Parklands School	School site	Part Lots 6 and 8 DP 1575 and Part Lot 8 of Section 161 and Part Section 161 Motueka District	2575	3.8525	Pah Street	Motueka
Ministry of Education	sale and leaseback	3214	Ranzau School	School site	Part Lot 3 DP 3546 and Part Section 119 Waimea East District	260	1.2140	111 Ranzau Road	Nelson
Ministry of Education	sale and leaseback	3216	Richmond School (Nelson)	School site	Lots 1, 2 and 3 DP 1497 and Sections 24 and 26 of Section 25 Waimea East District	263	2.6552	14 Cambridge Street	Nelson
Ministry of Education	sale and leaseback	3217	Riwaka School	School site	Lots 6 and 7 DP 2833	264	1.7088	School Road	Motueka
Ministry of Education	sale and leaseback	3223	Stoke School	School site	Lot 15 DP 5252, Lot 38 and Part Lot 2 DP 2905, Part Lot 2 DP 2641 and Parts Section 53 Suburban South District	700	2.7548	601 Main Road	Nelson
Ministry of Education	sale and leaseback	3224	Tahunanui School	School site	Lots 47, 48, 49, 50, 51 and 52 DP 144, Lot 1 DP 979, Lot 3 DP 1566, Part Lots 1 and 2 DP 3112, Lots 3, 10 and 11 and Part Lots 2 and 9 DP 3692 and Lot 1 DP 4090	844	2.0669	69 Muritai Street	Nelson
Ministry of Education	sale and leaseback	3226	Takaka Primary School	School site	Lot 27 DP 4826 and Part Section 3B of RS G Takaka District	845	4.3815	9 Wadsworth Street	Takaka
Ministry of Education	sale and leaseback	3228	Tasman School	School site	Lot 3 and Part Lots 1 and 2 DP 428, Part Lot 55 DP 375 and Part Section 99 Moutere Hills District	846	2.0111	Coastal Highway	Nelson
Ministry of Education	sale and leaseback	3229	Upper Moutere School	School site	Part Lot 3 DEEDS PLAN 184 and Parts Section 166 Moutere Hills District	847	1.5837	Main Road	Nelson
Ministry of Education	sale and leaseback	3231	Victory Primary School	School site	Lots 1 and 2 DP 3805, Part Lot 1 and Lot 2 DP 2753, Lot 2 DP 3461, Parts Sections 846, 847 and 848 City of Nelson and Part Section 9 Wakatu District	849	2.2584	214 Vanguard Street	Nelson
Ministry of Education	sale and leaseback	3233	Waimea Intermediate	School site	Part Lots 1 and 2 DP 458 and Part Section 67 Waimea East District	851	17.5398	Salisbury Road	Nelson
Ministry of Education	sale and leaseback	3234	Wakefield School	School site	Lot 1 DP 6556, Lot 2 DP 7008 and Parts Section 85 Waimea South District	852	2.4179	Edward Street	Nelson
Ministry of Justice	sale and leaseback		Blenheim High/District Court House	Courthouse	Sect 4 SO 1640, Town of Blenheim		0.2416	58 Albert St	Blenheim

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

**ATTACHMENT SEVEN**  
**RIGHT OF FIRST REFUSAL PROPERTIES**

WITHOUT PREJUDICE - NEGOTIATIONS CONFIDENTIAL

Te Tau Ihu - Right of First Refusal properties

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

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

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

Agency	Redress mechanism	Property ID	Property Name	Usage	Legal Description	Site ID	Area (ha)	Address 1	Address 2	Address 3
Ministry of Social Development	RFR	306/4/87/9	CYF Family Home	Family Home	Lots 2 and 3 DP 5307		0.1942	71 Green Street	Tahunui	
	RFR	306/4/87/7	CYF Family Home	Family Home	Lot 1 DP 3401		0.1280	95 Redwood Street	Blenheim	
New Zealand Police	RFR		Wakefield Police Station	Police Station	Lot 2 DP 3009 BLK		0.2534	2 Edward Street		
Housing Corporation New Zealand	RFR		Approximately 1121 Housing New Zealand Corporation Properties				0.2534	2 Edward Street		



**ATTACHMENT EIGHT**  
**COMMITMENT TO EXPLORE PROPERTIES**

## DRAFT

### WITHOUT PREJUDICE - NEGOTIATIONS CONFIDENTIAL

#### Te Tau Ihu - Commitment to Explore - Sale and Leaseback

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

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

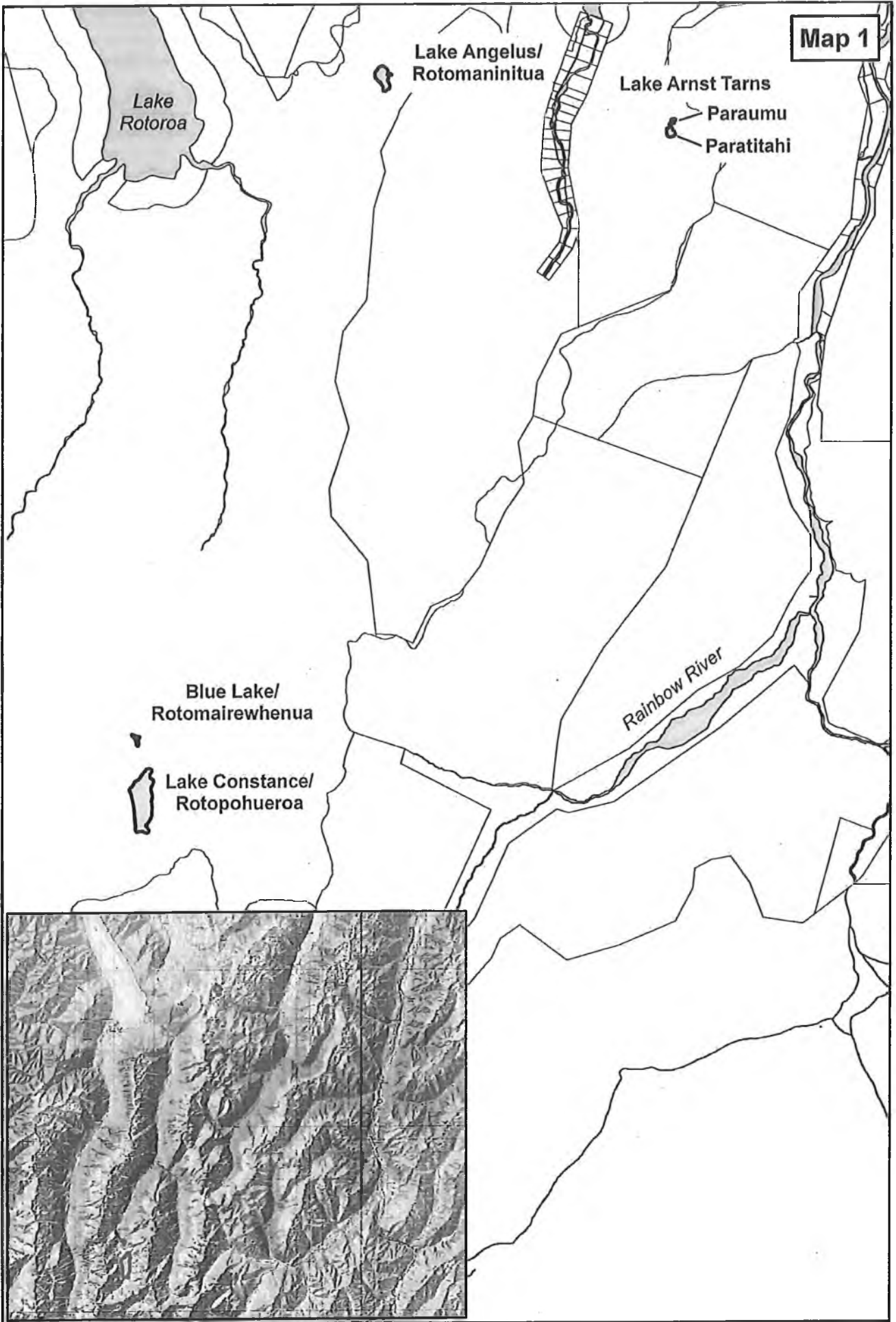
In addition, the availability of the properties for transfer will be subject to the matters specified in the Letters of Agreement reached between Te Tau Ihu groups and the Crown.

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

**ATTACHMENT NINE**

**MAPS**

Map 1

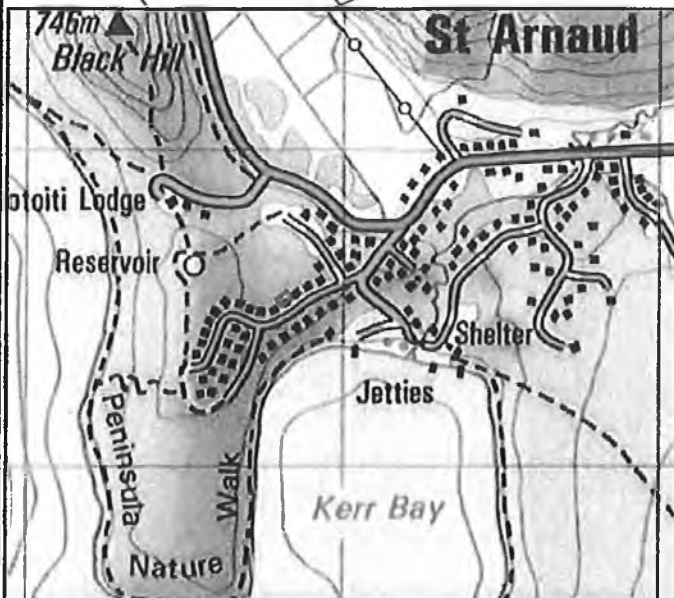


Alpine Tarns, Nelson Lakes National Park

Sec 9  
SO 15052

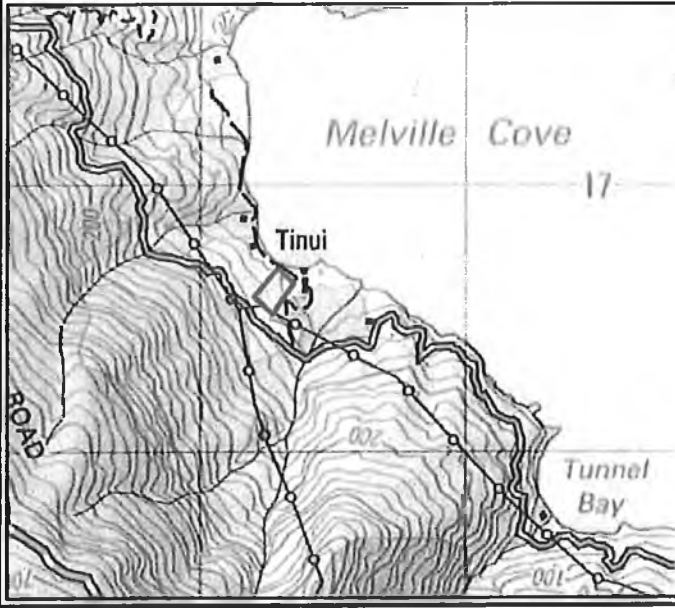
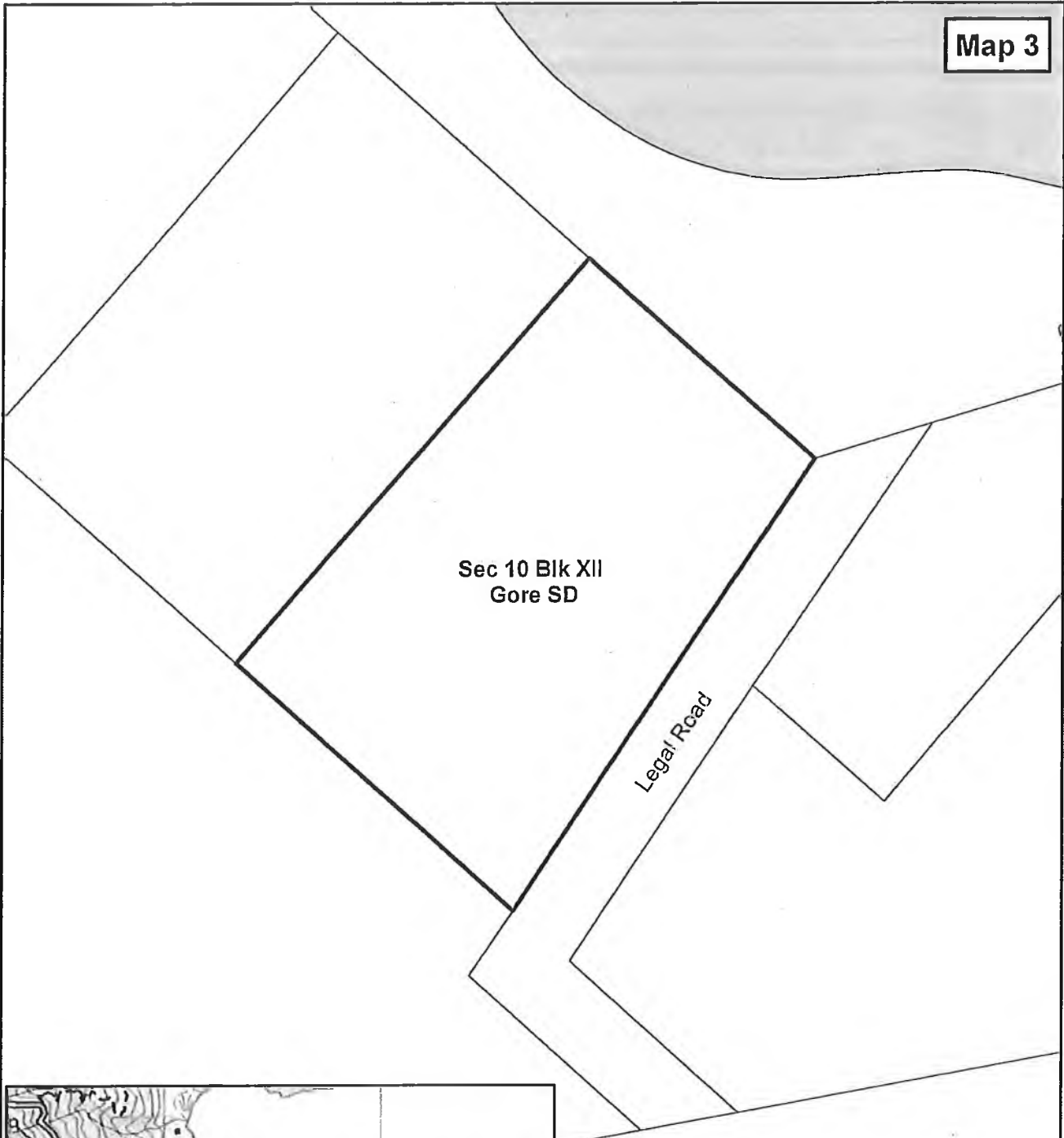
MASSEY ST

VIEW RD



Legal description : Nelson Land District  
0.1 hectare, approximately, being part of  
Section 9 SO 15052  
Subject to survey.

St Arnaud



Legal description : Marlborough Land District  
1.2141 hectares, more or less, being  
Section 10 Block XII Gore Survey District

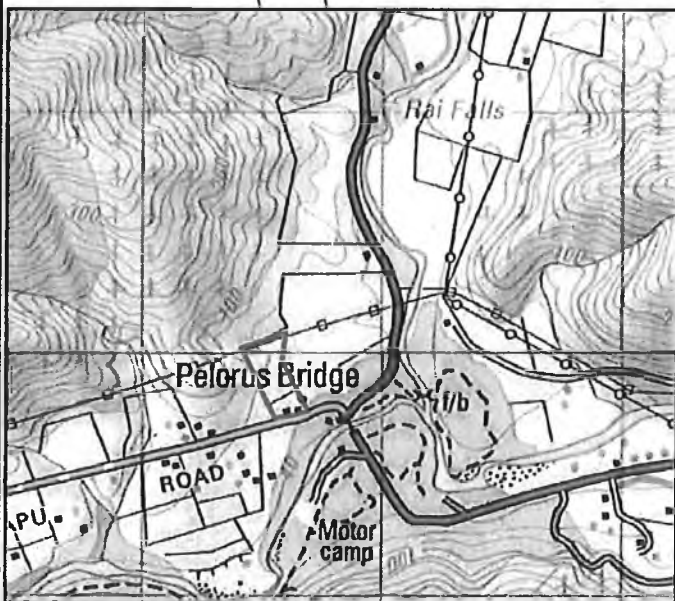
# Anamahanga/ Port Gore (Tinui Bay)

Sec 63 Blk VIII  
Heringa SD

Sec 21 Blk VIII  
Heringa SD

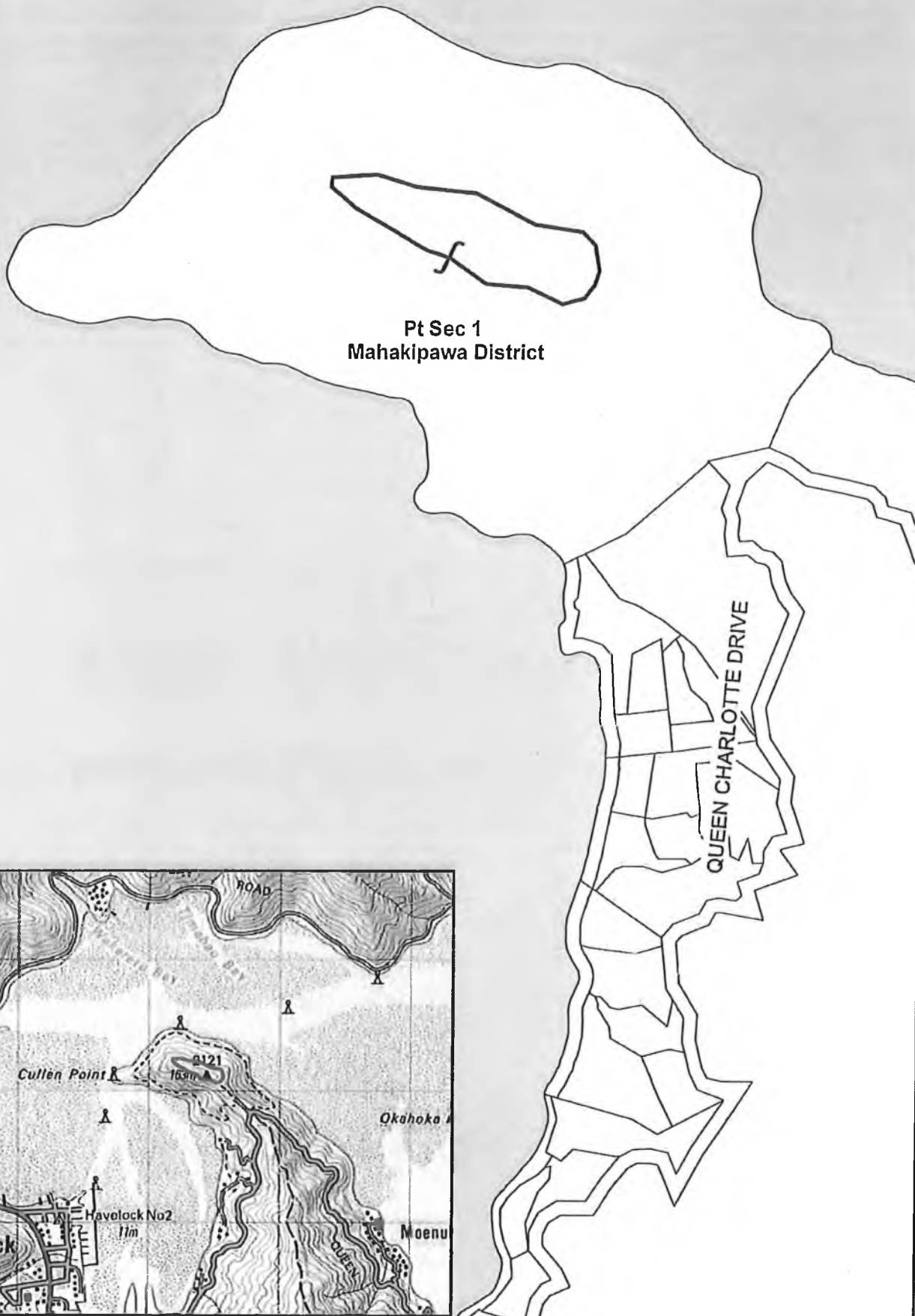
MAUNGATAPU RD

SH 6



Legal description : Marlborough Land District  
5.0 hectares, approximately, being Section 21 and part of  
Section 63 Block VIII Heringa Survey District.  
Subject to survey.

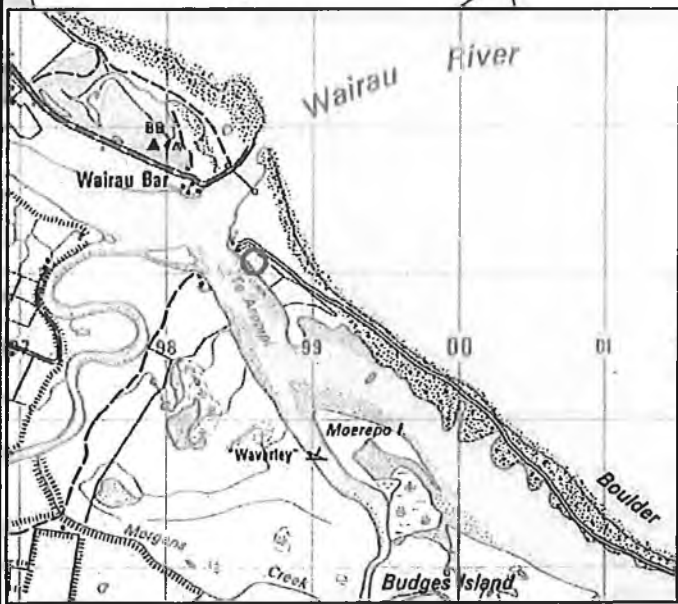
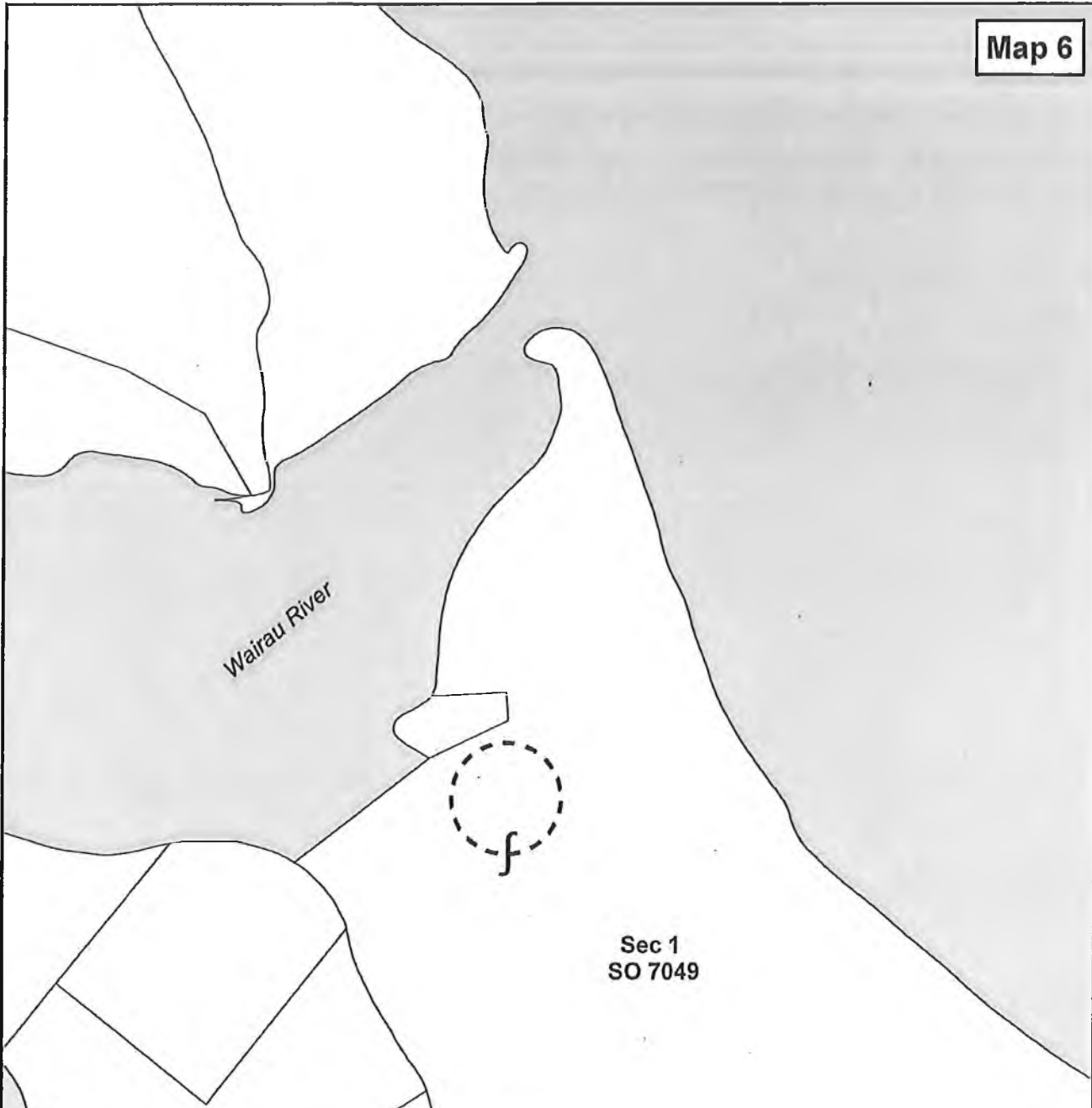
# Titiraukawa (Pelorus Bridge)



Legal description : Marlborough Land District  
3.3 hectares, approximately, being part of  
Part Section 1 Mahakipawa District.  
Subject to survey.

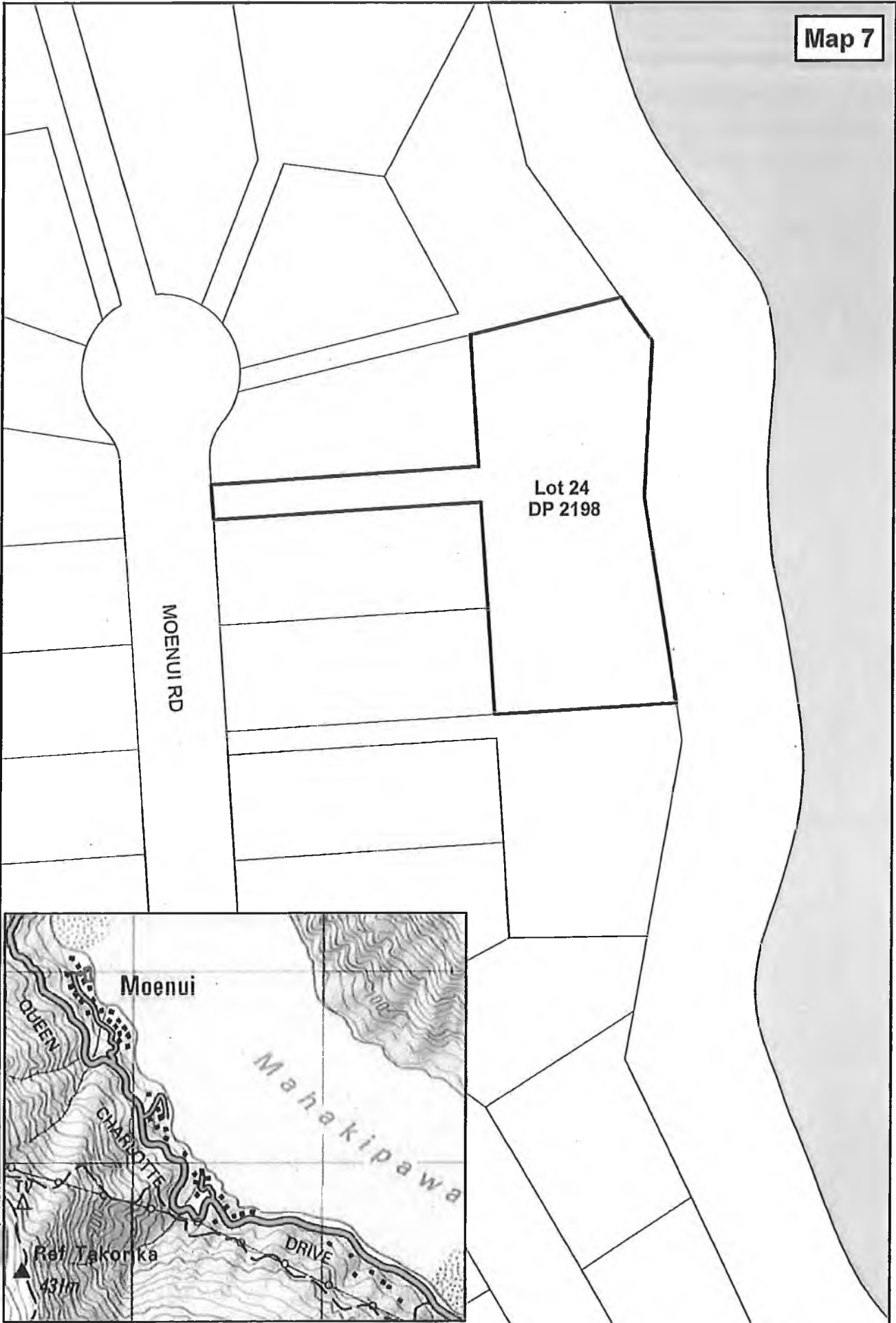
# Cullen Point





Legal description : Marlborough Land District  
2.0 hectares, approximately,  
being Part Section 1 SO 7049.  
Subject to survey.

# Wairau Lagoon



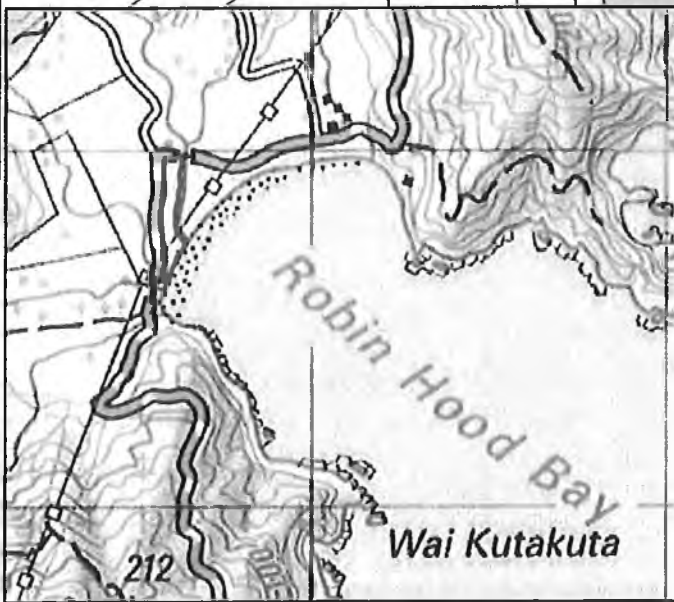
Legal description : Marlborough Land District  
0.2327 hectares, more or less,  
being Lot 24 DP 2198

Moenui

PORT UNDERWOOD RD

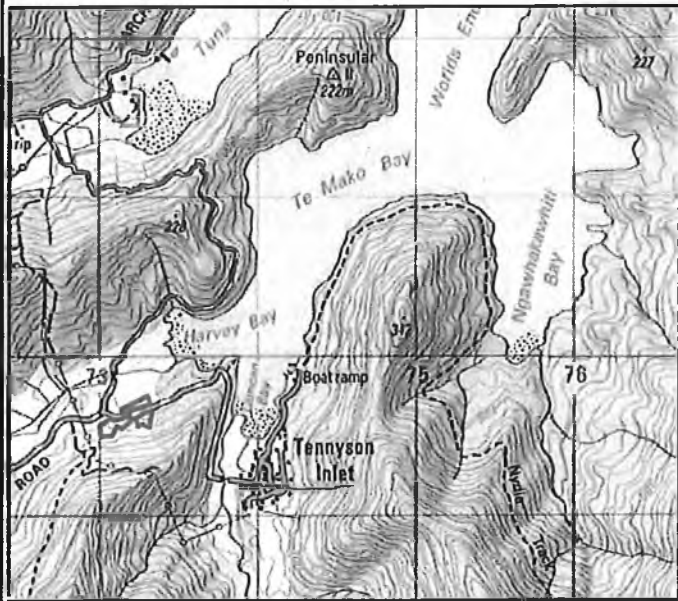
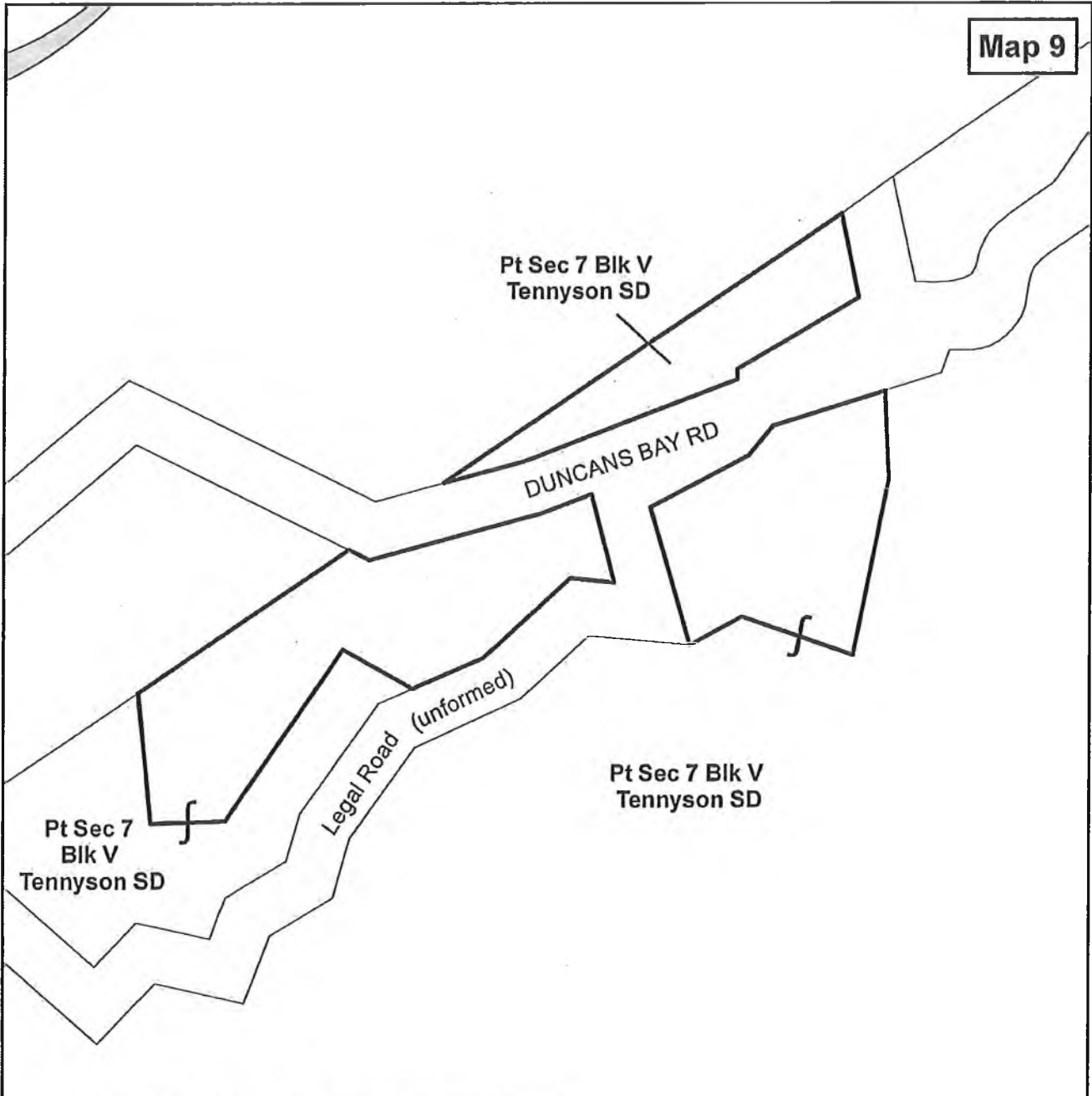
Lot 1  
DP 3676

Sec 1  
SO 6982



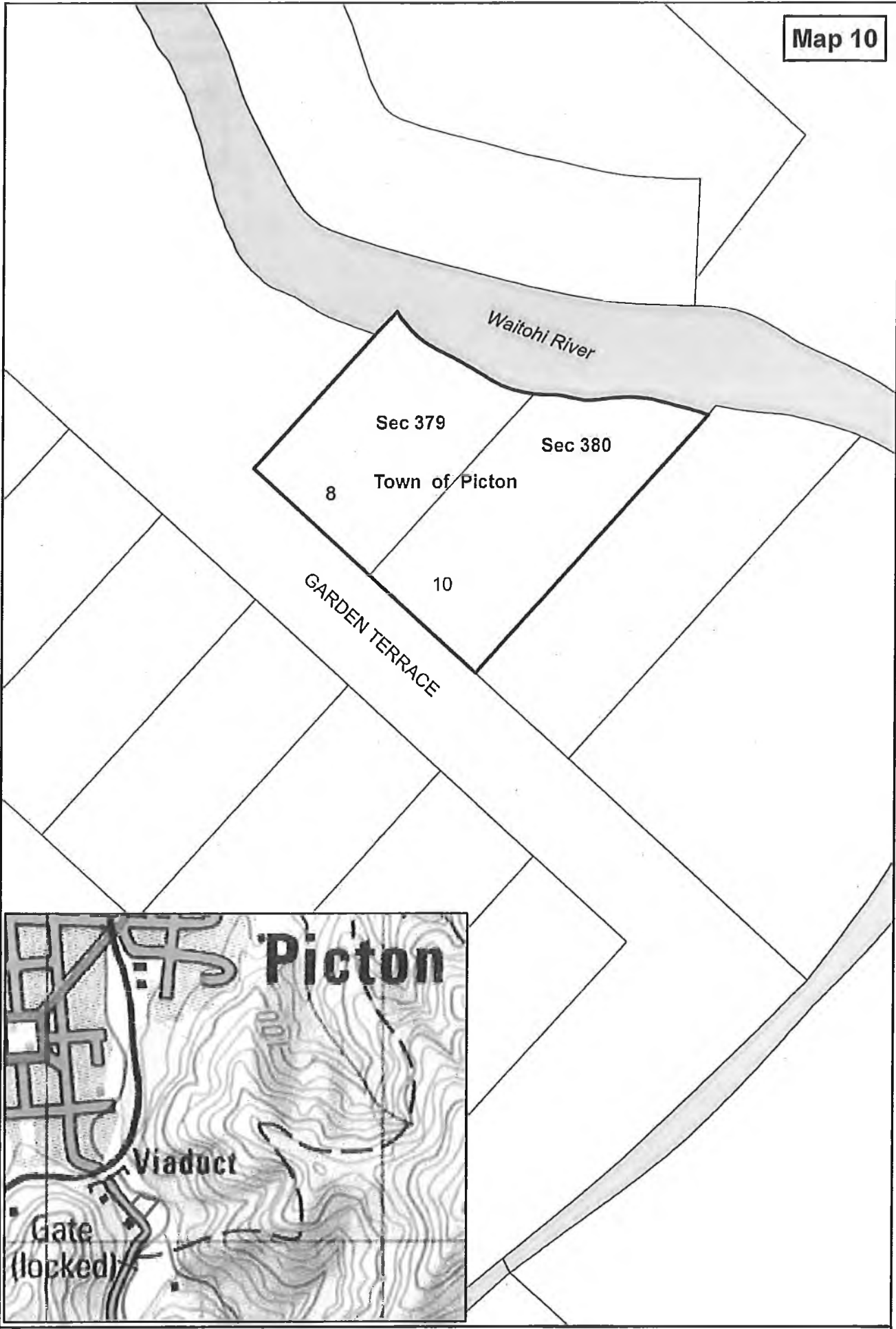
Legal description : Marlborough Land District  
1.0327 hectares, more or less, being  
Lot 1 DP 3676 and Section 1 SO 6982.

# Robin Hood Bay (Waikutakuta)



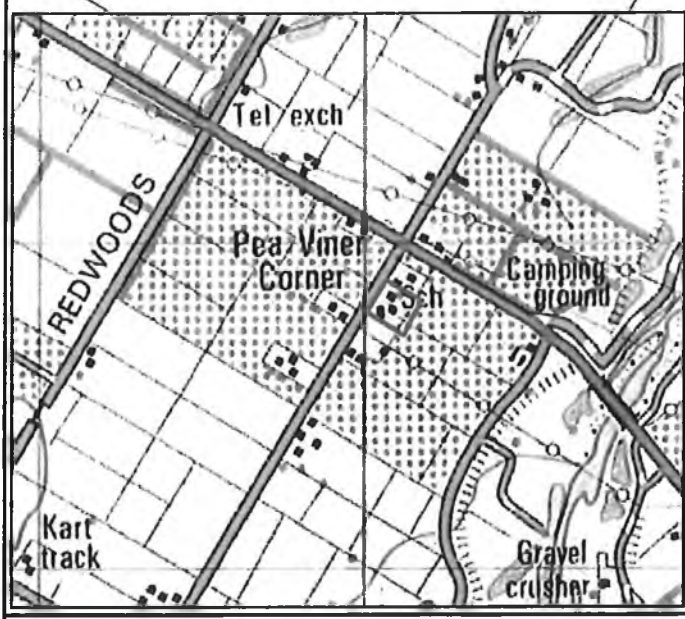
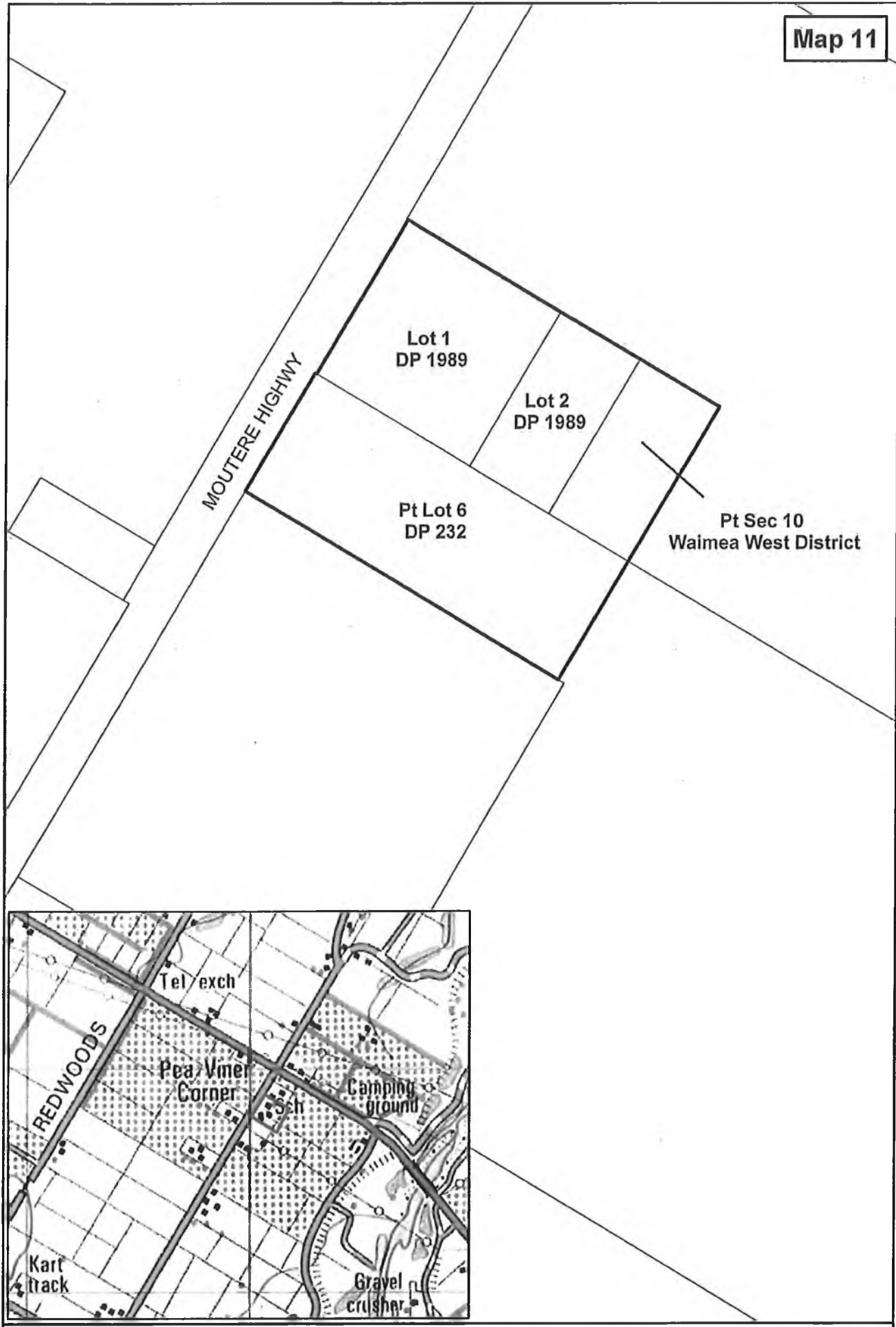
Legal description : Marlborough Land District  
1.6 hectares, approximately, being Parts  
Section 7 Block V Tennyson Survey District.  
Subject to survey.

# Kawai (World's End)



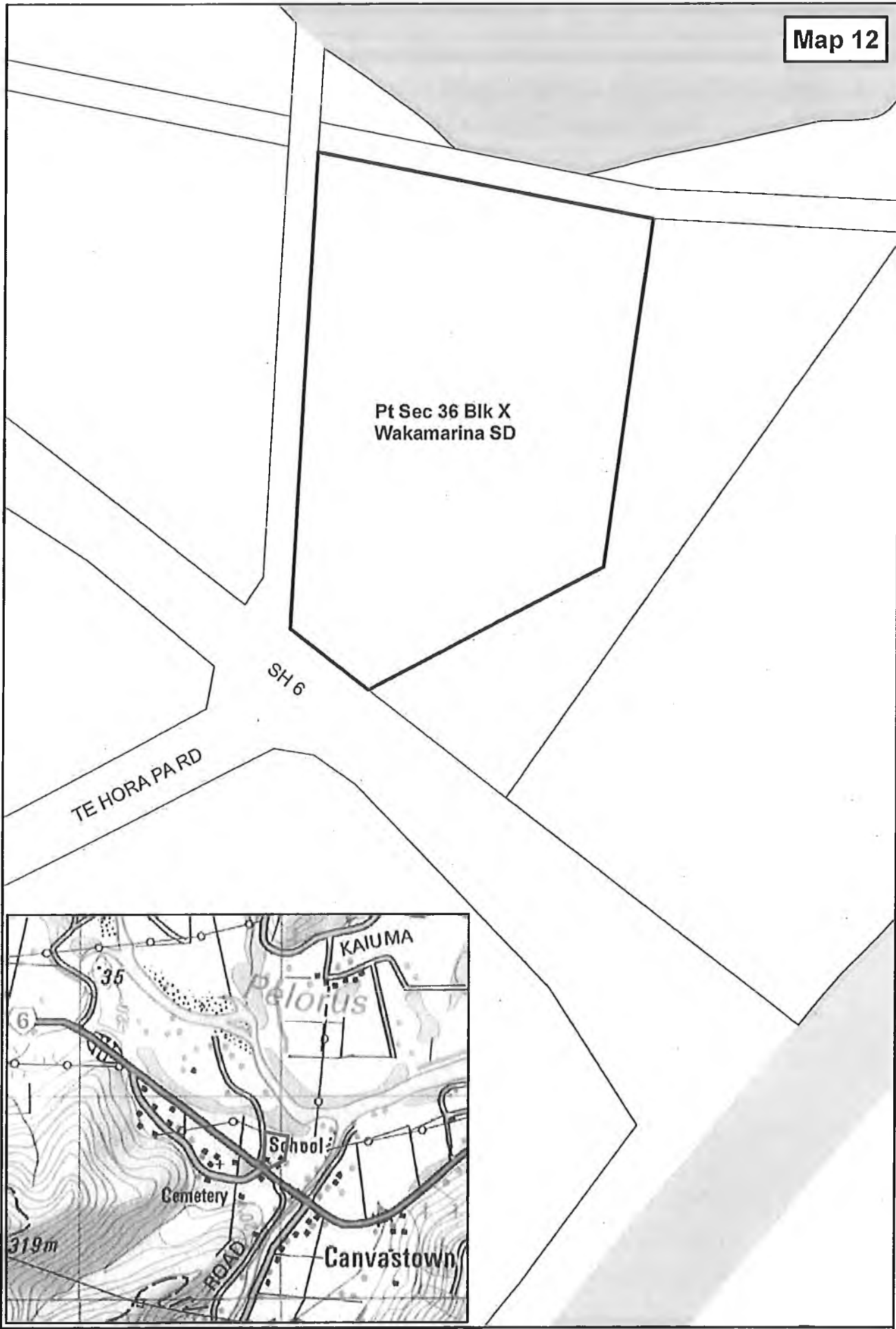
Legal description : Marlborough Land District  
0.1948 hectares more or less, being  
Sections 379 and 380 Town of Picton

Picton



Legal description : Nelson Land District  
1.4092 hectares more or less, being  
Lots 1 and 2 DP 1989, Part Lot 6 DP 232  
and Part Section 10 Waimea West District

# Waimea Gardens



Legal description : Marlborough Land District  
1.6124 hectares, more or less, being Part  
Section 36 Block X Wakamarina Survey District

# Canvastown School

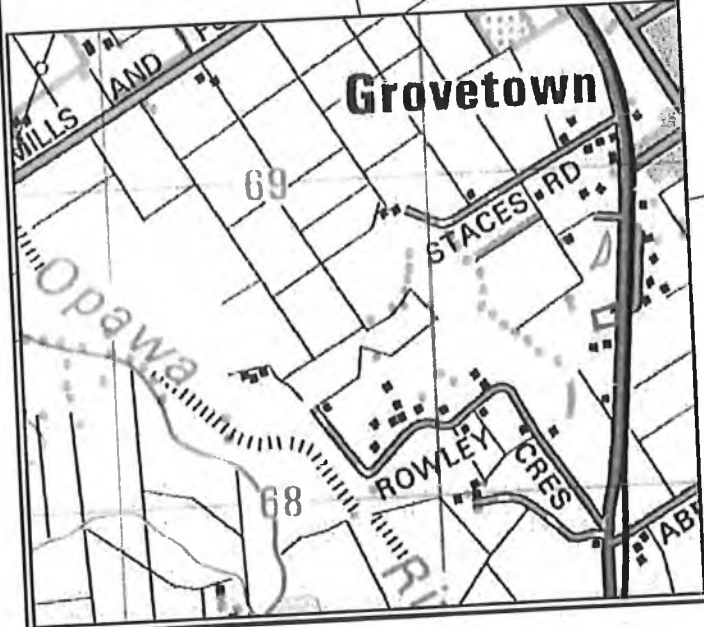


Pt Sec 38  
Wairau West District

Pt Sec 38  
Wairau West District

SH 1

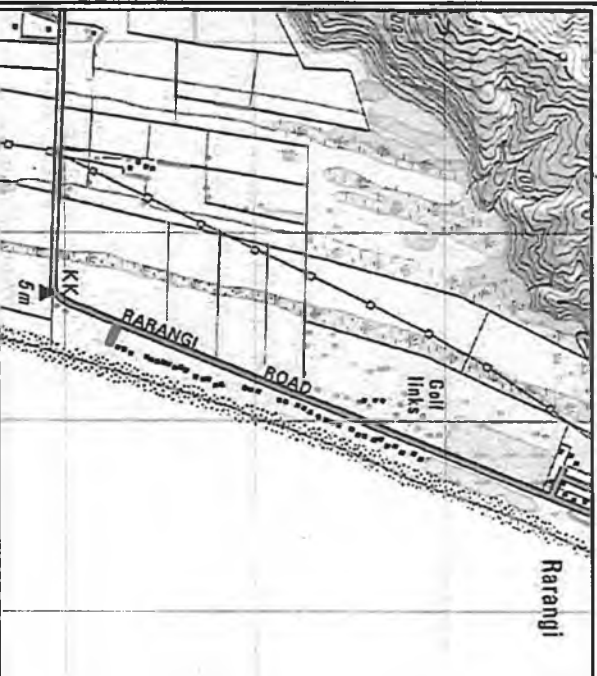
MAIN NORTH RAILWAY LINE



Legal description : Marlborough Land District  
0.3907 hectares, more or less, being  
Parts Section 38 Wairau West District

# Tuamatene Marae, Grovetown





Legal description : Marlborough Land District  
0.25 hectares, approximately, being part of Section  
25 Block VIII Cloudy Bay Survey District.  
Subject to survey.

**Rārangī**

RARANGI BEACH RD

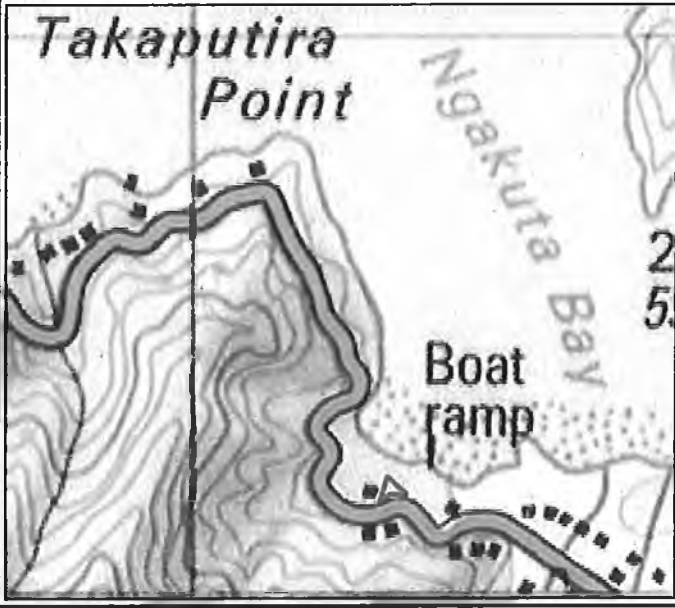
Sec 25 Blk VIII  
Cloudy Bay SD

J

Map 14

Lot 29  
DP 1329

QUEEN CHARLOTTE DRIVE

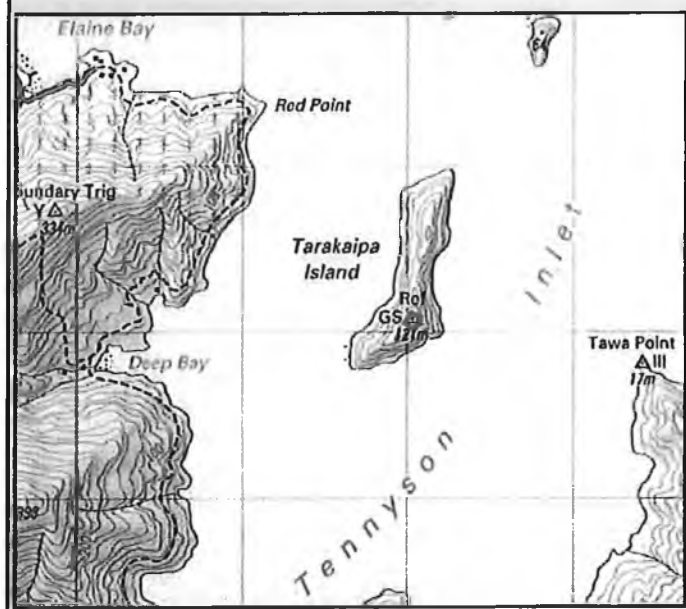


Legal description : Marlborough Land District  
0.0739 hectares, more or less,  
being Lot 29 DP 1329

Ngākuta Bay

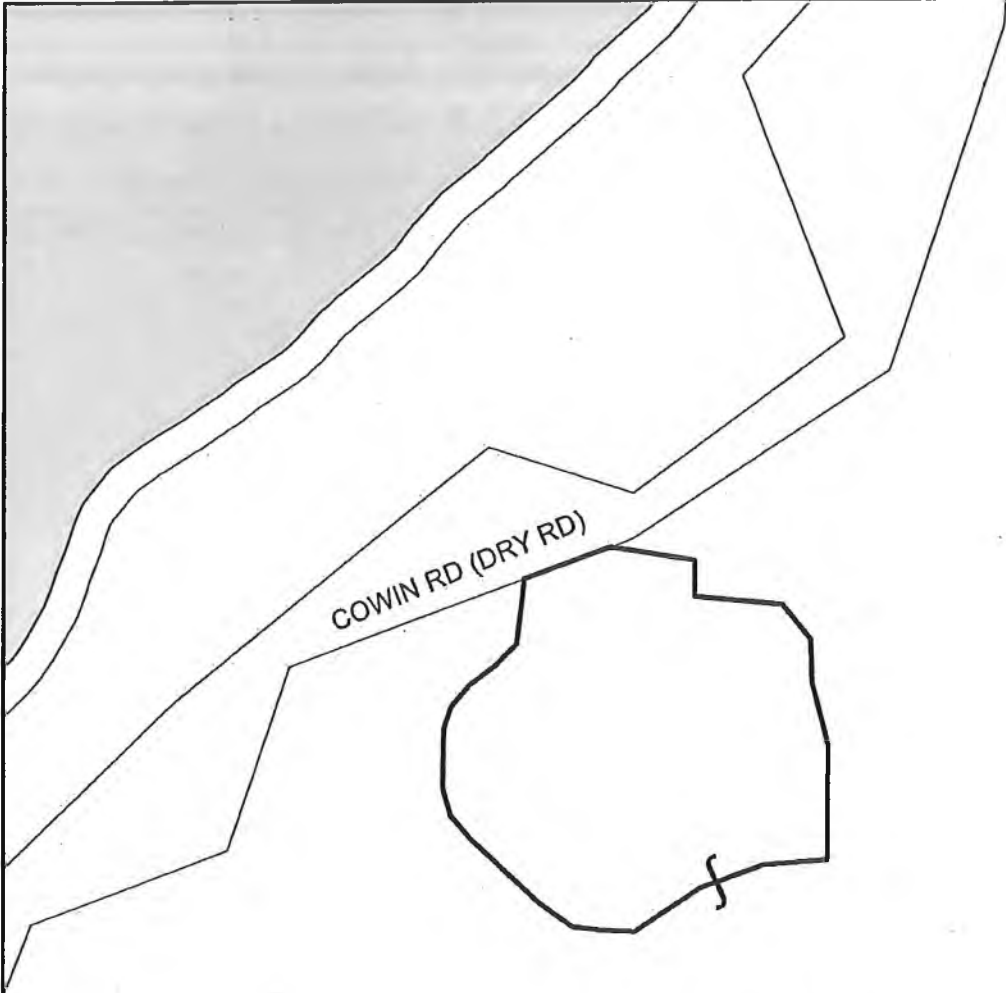


Sec 5 Blk VII  
Tennyson SD

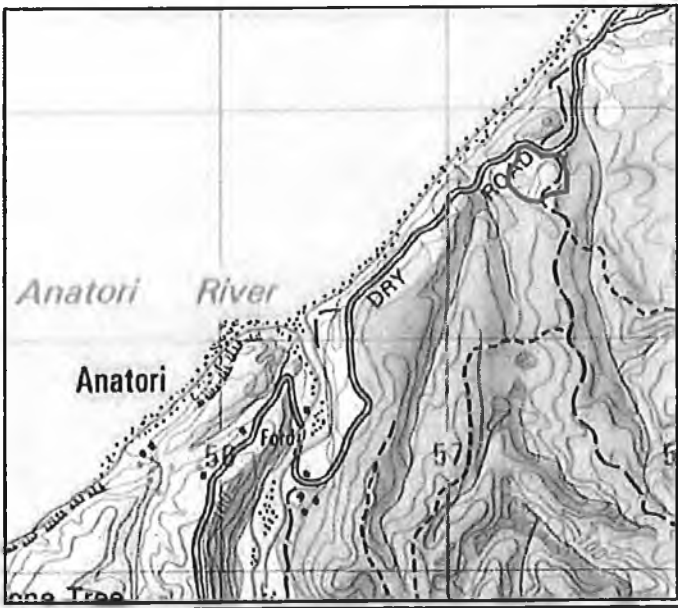


Legal description : Marlborough Land District  
0.5 hectares, approximately, being part of  
Section 5 Block VII Tennyson Survey District.  
Subject to survey.

# Tarakaipa Island Urupā



Pt Sec 1  
Square 17

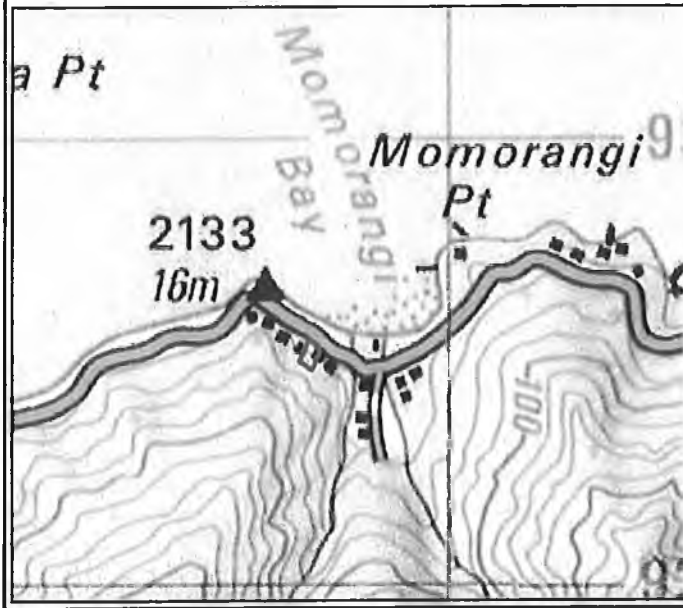


Legal description : Nelson Land District  
10 hectares, approximately, being part of  
Part Section 1 Square 17.  
Subject to survey.

Te Tai Tapu

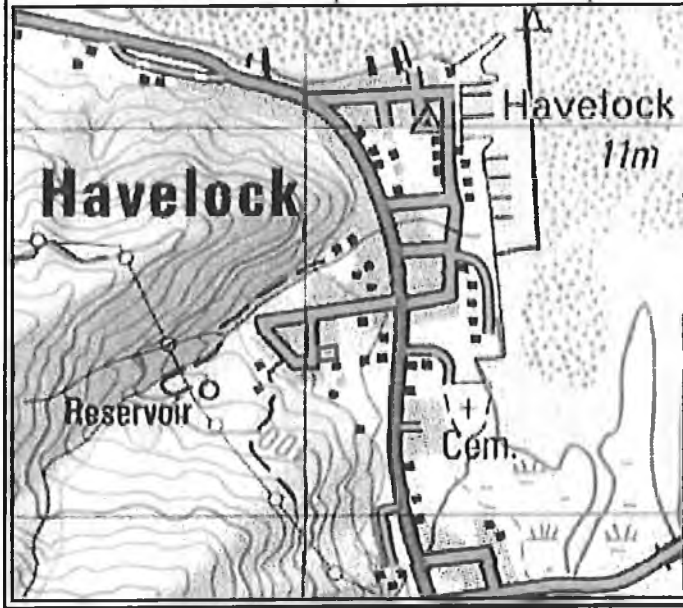
QUEEN CHARLOTTE DRIVE

Lot 2  
DP 1557



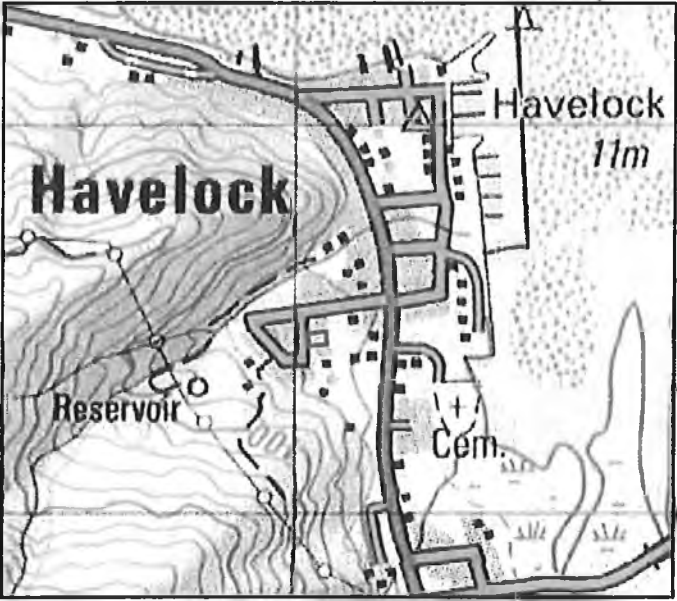
Legal description : Marlborough Land District  
0.1770 hectares, more or less,  
being Lot 2 DP 1557

# Momorangi Bay



Legal description : Marlborough Land District  
0.0709 hectares, more or less,  
being Lot 3 DP 9427.

Havelock  
(4 Nicholson St)



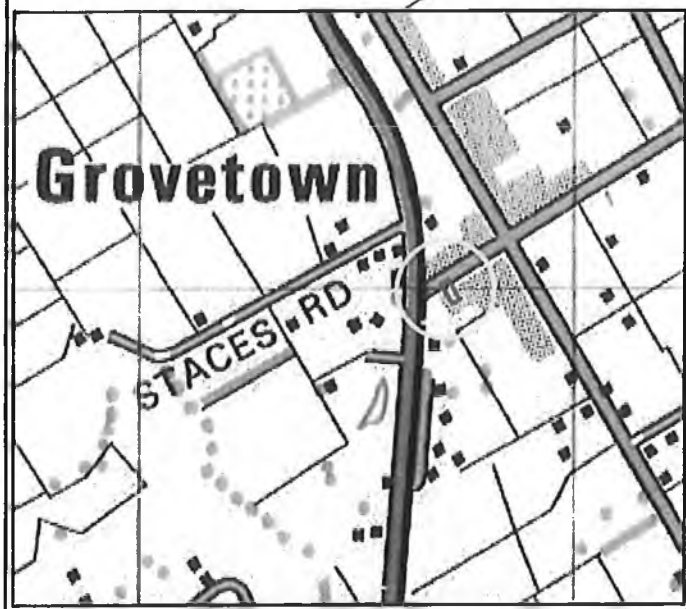
Legal description : Marlborough Land District  
0.0709 hectares, more or less,  
being Lot 2 DP 9427.

Havelock  
(4A Nicholson St)



FELL ST

Sec 3 Blk XI  
Cloudy Bay SD



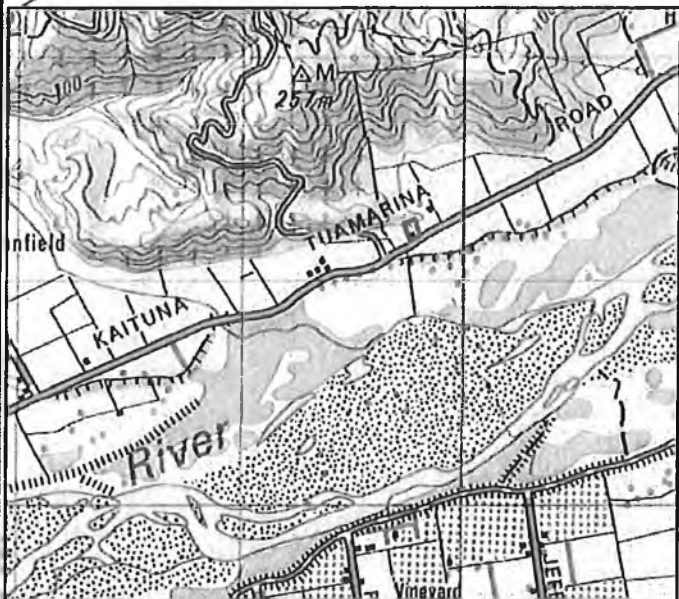
Legal description : Marlborough Land District  
0.1065 hectares, more or less, being  
Section 3 Block XI Cloudy Bay Survey District

Grovetown Hall

Sec 116  
Kaituna District

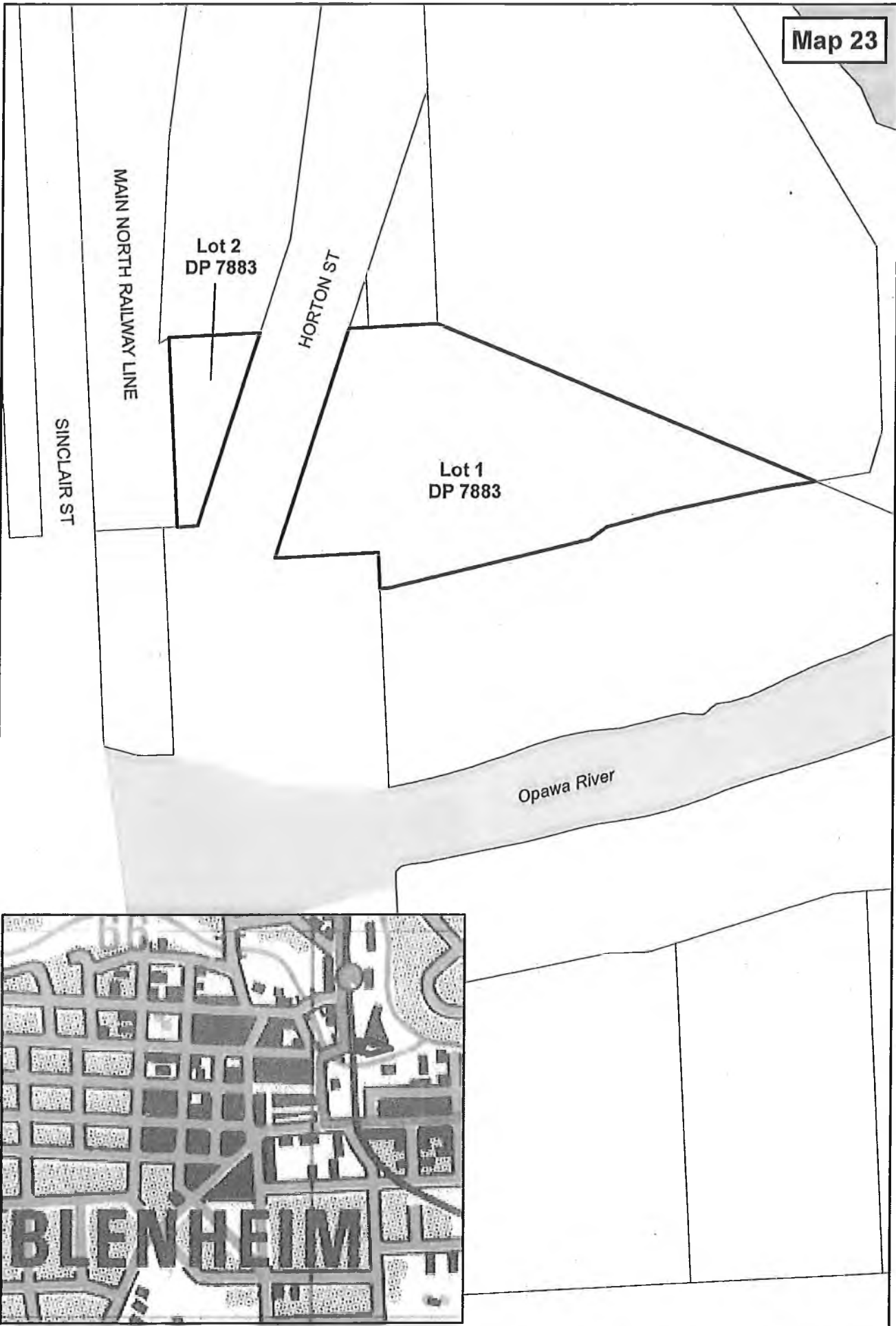
STOREYS CREEK RD

KAITUNA-TUAMARINA RD



Legal description : Marlborough Land District  
0.4105 hectares, more or less,  
being Section 116 Kaituna District.

Kaituna School Hall/  
Waikakaho School

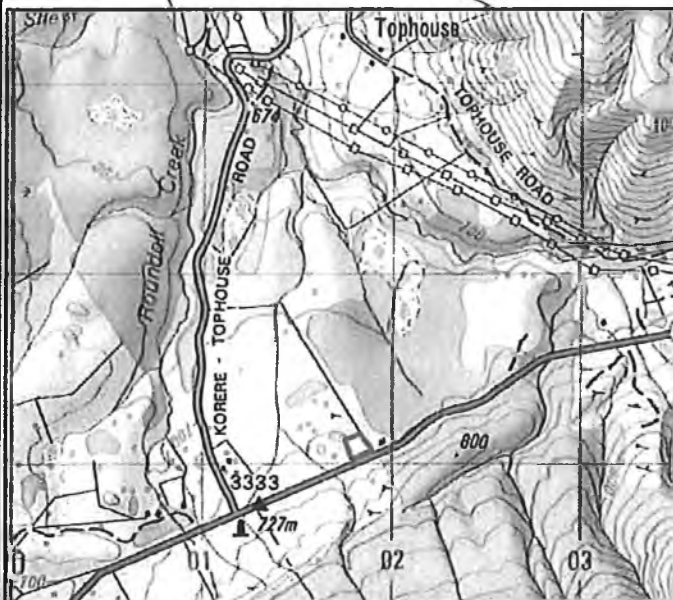


Legal description : Marlborough Land District  
0.1835 hectares, more or less,  
being Lots 1 and 2 DP 7883.

# Blenheim (Chilly's Site)

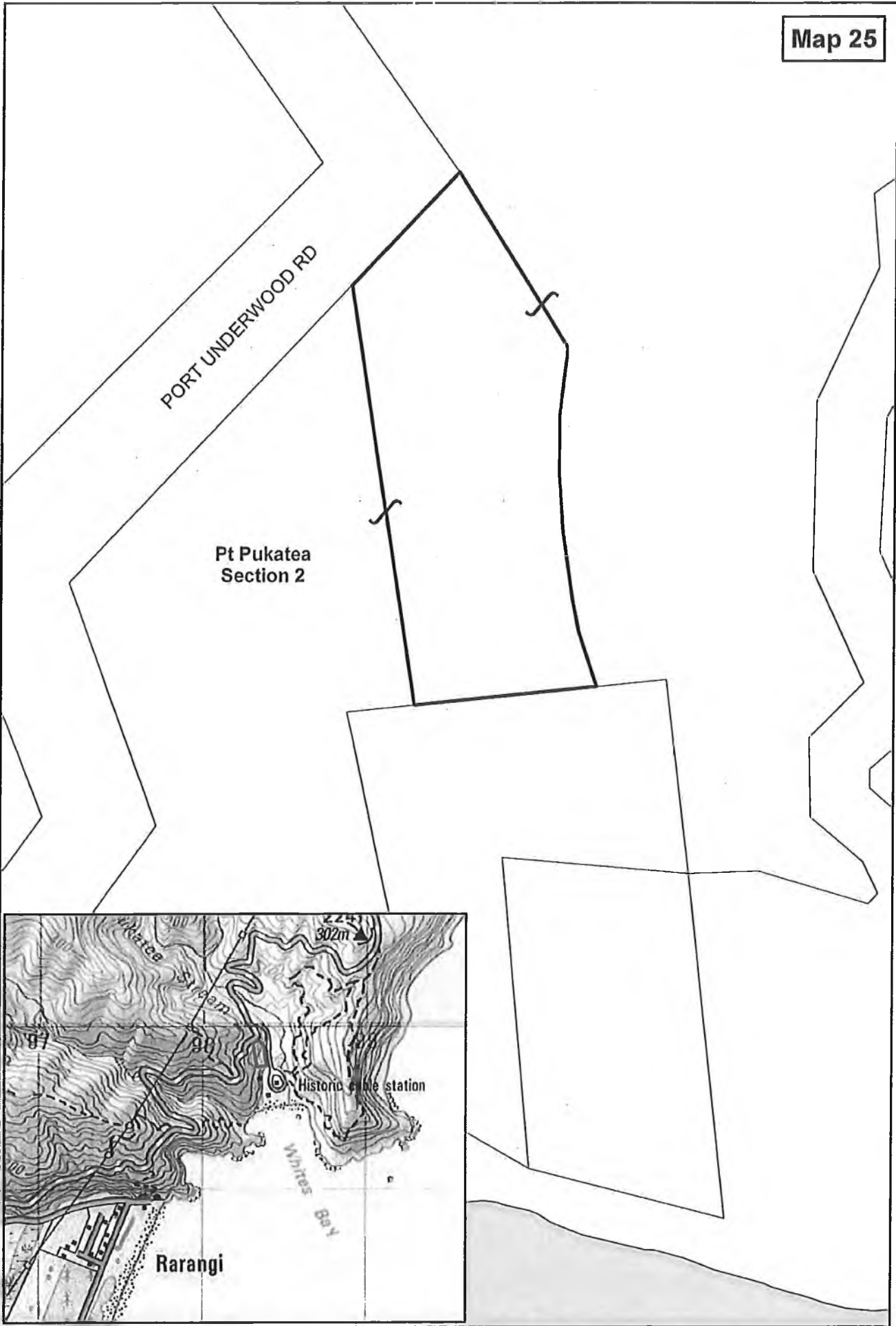
Pt Sec 10 Blk XIV  
Motupiko SD

WAIRAU VALLEY HIGHWAY (SH 63)



Legal description : Nelson Land District  
0.7993 hectares, more or less,  
being Part Section 10 Block XIV  
Motupiko Survey District

St Arnaud  
Roadmans Cottage

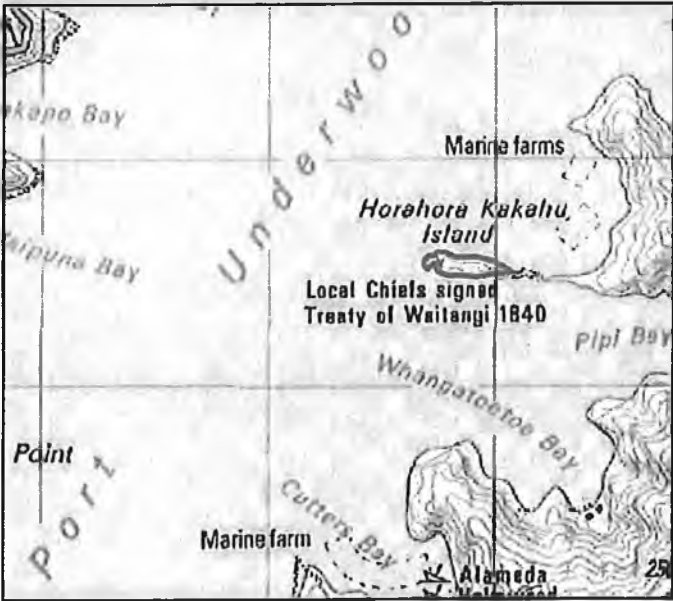


Legal description : Marlborough Land District  
1.2 hectares, approximately,  
being part of Part Pukatea Section 2.  
Subject to survey.

# Whites Bay (Pukatea)



Sec 4 Blk XVI  
Arapawa SD



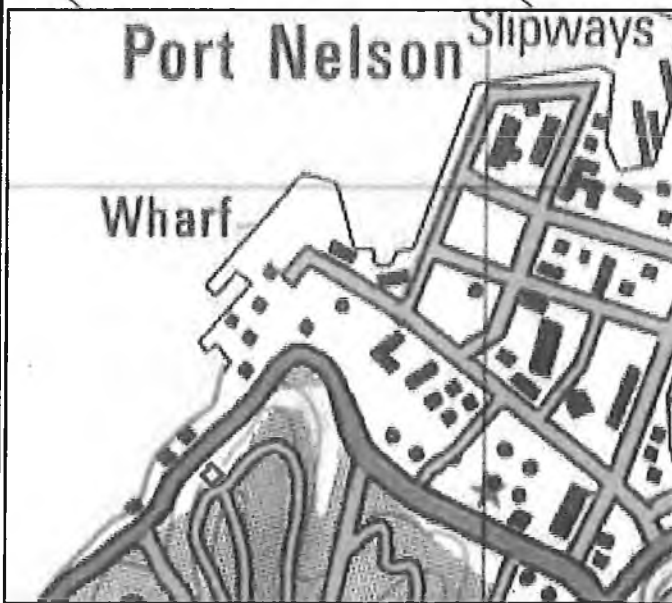
Legal description : Marlborough Land District  
1.2141 hectares, more or less, being  
Section 4 Block XVI Arapawa Survey District.  
(Horahora Kākahu Island Historic Reserve)

# Horahora Kākahu

Sec 1212  
City of Nelson

QUEENS RD

VICTORIA HEIGHTS



Legal description : Nelson Land District  
0.2061 hectares, more or less, being  
Section 1212 City of Nelson.

Mātangi Awhio, Nelson





Renwick  
approx 2 km

Approx 27.118 ha

500 metres





Blenheim  
approx 5 km

STATE HIGHWAY 6

RNZAF

Map 28

