

**RAUKAWA**

**and**

**RAUKAWA SETTLEMENT TRUST**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
PROPERTY REDRESS**

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## 1 DISCLOSURE INFORMATION AND WARRANTY

### DEFINITIONS

1.1 In this deed, unless the context otherwise requires:

1.1.1 **acquired property** means:

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

1.1.2 **date of commitment** means, in relation to an acquired property that is:

- (a) a cultural redress property, the date of this deed; and
- (b) a purchased commercial property or a purchased deferred selection property, the date on which the governance entity gives an election notice electing to purchase the property;

1.1.3 **disclosure information**, in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.2.

### DISCLOSURE INFORMATION

1.2 The Crown:

1.2.1 has provided information to the governance entity about the cultural redress and commercial properties, by either the land holding agencies or the Office of Treaty Settlements by 1 June 2012; and

1.2.2 must under paragraphs 4.2.1 or 6.2.1 (as the case may be) provide information to the governance entity about a commercial property or a deferred selection property if the governance entity has, in accordance with parts 4 or 6 (as the case may be) given the Crown notice of interest in purchasing the property.

### WARRANTY

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

1.3.1 having inspected the agency's records; but

1.3.2 not having made enquiries beyond the agency's records; and

1.3.3 in particular, not having undertaken a physical inspection of the property.

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**1: DISCLOSURE INFORMATION AND WARRANTY**

**WARRANTY LIMITS**

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

**INSPECTION**

- 1.6 The governance entity may inspect an acquired property on one occasion before the date of commitment for that property.
- 1.7 Paragraph 1.6 does not apply to an acquired property if the terms of a lease, or other encumbrance, prevent the governance entity inspecting it, but the Crown must use reasonable endeavours to obtain consent to the governance entity inspecting the property.

**ACKNOWLEDGEMENT**

- 1.8 Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.3, the governance entity acknowledges that it could, before the date of commitment for the property:
- 1.8.1 consider the disclosure information in relation to it; and
- 1.8.2 inspect it, except where paragraph 1.7 applies and the Crown's reasonable endeavours have not enabled the governance entity to inspect the property.

## 2 VESTING OF CULTURAL REDRESS PROPERTIES

### SAME MANAGEMENT REGIME AND CONDITION

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

### ACCESS

- 2.3 The Crown is not required to enable access to a cultural redress property for the governance entity or members of Raukawa, except under paragraph 1.6.

### COMPLETION OF REQUIRED DOCUMENTATION

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

### SURVEY AND REGISTRATION

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

### OBLIGATIONS AFTER SETTLEMENT DATE

- 2.6 The Crown must:
- 2.6.1 immediately after the settlement date, give the relevant territorial authority notice of the vesting of each cultural redress property; and

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**2: VESTING OF CULTURAL REDRESS PROPERTIES**

- 2.6.2 if it receives after the settlement date a written notice in relation to a cultural redress property from the Crown, a territorial authority, or a tenant:
- (a) comply with it; or
  - (b) provide it to the governance entity or its solicitor; or
- 2.6.3 pay any penalty incurred by the governance entity as a result of the Crown not complying with paragraph 2.6.2 to the person who has given the written notice.

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### 3 COMMERCIAL PROPERTIES

All in the South Auckland Land District

Name/Address	Description	Determining market value	Land holding agency
2 Lochmaben Street, Tokoroa	0.1011 hectares, more or less, being Lot 1 DP 398824. All Computer Freehold Register 394113.	To be jointly valued	Ministry of Justice
15 Kauri Street, Tokoroa	0.0809 hectares, more or less, being Lot 2 DPS 18302. All Computer Freehold Register SA44C/153.	To be jointly valued	Ministry of Justice
17 Kauri Street, Tokoroa	0.0809 hectares, more or less, being Lot 1 DPS 18302. All Computer Freehold Register SA44C/154.	To be jointly valued	Ministry of Justice
4 Kororo Place, Tokoroa	0.0809 hectares, more or less, being Lot 175 DPS 11826. Part Transfer 6960681.1.	To be jointly valued	Ministry of Justice
6 Kororo Place, Tokoroa	0.0809 hectares, more or less, being Lot 174 DPS 11826. Part Transfer 6960681.1.	To be jointly valued	Ministry of Justice
8 Kororo Place, Tokoroa	0.0956 hectares, more or less, being Lot 173 DPS 11826. Part Transfer 6960681.1.	To be jointly valued	Ministry of Justice
110 Tirau Street, Putaruru	0.1513 hectares, more or less, being Lot 2 DP 35722 and Lot 116 DP 17973. All Computer Freehold Register 195583.	To be jointly valued	Ministry of Justice
<b>Licensed land</b>			
Part of Pureora North CFL	<p>205 hectares, approximately, being Lot 2 and part Lot 1 DPS 64922. Subject to survey.</p> <p>Subject to a right of way easement in gross on the terms and conditions set out as "type A" in part 4 of the documents schedule over area E and part area D on DPS 64922;</p> <p>Subject to right of access to collect Seed and Propagation material;</p> <p>Together with a right of way easement on the terms and conditions set out as "type B" in part 4 of the documents schedule over area C on DPS 64708;</p> <p>There may be additional easements (either "subject to" or "together with") arising from the splitting of the Crown forestry licence in respect of other Iwi settlements. LINZ will discuss with Raukawa.</p>	To be separately valued	LINZ

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## 4 PURCHASE OF COMMERCIAL PROPERTIES

### NOTICE OF INTEREST

- 4.1 The governance entity may at any time within 120 business days of the date of this deed give to the Crown a written notice of interest in purchasing a commercial property.

### EFFECT OF NOTICE OF INTEREST

- 4.2 If the governance entity gives, in accordance with this part, a notice of interest in a commercial property:

4.2.1 the Crown must, not later than 10 business days after the notification date, give the governance entity all material information that to the best of its knowledge, is in its records about the property, including its encumbrances; and

4.2.2 the property's transfer value must be determined in accordance with:

- (a) part 6B if it is a joint valuation property;
- (b) part 6C if it is a separate valuation property; or
- (c) part 6C if it is licensed land.

### ELECTION TO PURCHASE

- 4.3 If the governance entity gives a notice of interest in a commercial property in accordance with this part, it must give the Crown written notice of whether or not it elects to purchase the commercial property, by not later than 15 business days after its transfer value being determined or agreed under part 6B or 6C (as the case may be).

### EFFECT OF ELECTION TO PURCHASE

- 4.4 If the governance entity gives an election notice electing to purchase a commercial property in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the property at the transfer value determined or agreed in accordance with part 6B or 6C (as the case may be) plus GST, if any, on the terms in part 7 and under which:

4.4.1 on the TP settlement date:

- (a) the Crown must transfer the property to the governance entity; and
- (b) the governance entity must pay the Crown an amount equal to the transfer value of the property determined or agreed in accordance with part 6B or 6C (as the case may be) plus GST, if any, by:
  - (i) bank cheque drawn on a registered bank and payable to the Crown; or
  - (ii) another payment method agreed by the parties.



## 5 DEFERRED SELECTION PROPERTIES

All in the South Auckland Land District

Table One

Name/Address	Description	Determining market value and market rental (if applicable)	Land holding agency	Deferred selection period	Leaseback
Tokoroa Golf Club site	0.3600 hectares, more or less, being Lot 1 DPS 84408. All Gazette Notice B603506.1. 43.93 hectares, approximately, being Part Section 10 Block XVI Patetere South Survey District. Part <i>Gazette</i> Notice H316498.1. Subject to survey.	To be separately valued	Department of Conservation	2 years	No
Taupo Street, Putaruru	0.2466 hectares, more or less, being Lot 2 DPS 63451. All Computer Freehold Register SA51C/594.	to be jointly valued	Ministry of Justice	2 years	No
10 Dumfries Road, Tokoroa	0.8094 hectares, more or less, being Lot 10 DPS 2883. All Computer Freehold Register SA46B/142.	to be jointly valued	Ministry of Justice	2 years	No
Bridge Street, Tokoroa	0.3027 hectares, more or less, being Lot 3 DPS 66098. All Computer Freehold Register SA53B/4.	to be jointly valued	Ministry of Justice	2 years	No
20 Campbell Street, Tokoroa	0.1417 hectares, more or less, being Lot 4 DPS 27133. All Computer Freehold Register SA25A/1077.	to be jointly valued	Ministry of Justice	2 years	No
ID 10633 Arataki Road, Arataki	4.7 hectares, approximately, being Parts Section 9 Block II Marotiri Survey District. Part <i>Gazette</i> 1962 page 1856. Subject to Survey.	to be jointly valued	LINZ	3 years	No

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Name/Address	Description	Determining market value and market rental (if applicable)	Land holding agency	Deferred selection period	Leaseback
ID 10691 Konini Terrace, Mangakino	0.0524 hectares, approximately, being Part Pouakani Block. Part Gazette Notice H793568. Subject to survey.	to be jointly valued	LINZ	3 years	No
ID 10938 Princess Street (opposite #79), Putaruru (Former Putaruru railway station)	0.4152 hectares, more or less, being Lot 3 DPS 67993. All Computer Freehold Register SA54C/265.	to be jointly valued	LINZ	3 years	No
ID 11082 Scriveners Road, Pinedale, Putaruru	3.40 hectares, approximately, being Part Whakaaratamaiti 1. Part Transfer 36965. Subject to survey.	to be jointly valued	LINZ	3 years	No
ID 10700 Huihuitaha Road (adjacent to no.140), Puketurua	0.4048 hectares, more or less, being Sections 1, 2, 3 and 4 Block VII Town of Puketurua. Part Gazette 1881 page 751.	to be jointly valued	LINZ	3 years	No
ID 15746 Kakaho Road, Tihoi	0.7312 hectares, approximately, being Part Tihoi 3C. Part Gazette Notice H096219. Subject to survey.	to be jointly valued	LINZ	3 years	No
ID 11228 SH 32, Tihoi	5.7635 hectares, approximately, being Part Waihaha (3D1 & 3E4)C. Part Gazette 1937 page 1053. Subject to survey.	to be jointly valued	LINZ	3 years	No
ID15723 Part Pouakani 1, Whakamaru	70 hectares, approximately being Part Pouakani 1. Part Gazette 1892 page 1304. Subject to survey.	to be separately valued	LINZ	3 years	No

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Name/Address	Description	Determining market value and market rental (if applicable)	Land holding agency	Deferred selection period	Leaseback
ID 16620 Tauri Block	650.5000 hectares, more or less, being Section 1 Block VI Ngongotaha Survey District. Part Computer Interest Registers SAPR132/21 and SAPR135/5.	to be separately valued	LINZ	3 years	No
26 Bridge Street, Tokoroa Courthouse	0.2410 hectares, more or less, being Section 72 Block VIII Patetere South Survey District. All Computer Freehold Register SA51C/139.	to be separately valued	Ministry of Justice	2 years	Yes
Waikeria Prison Wharepūhunga Road, Waikeria	1276 hectares, approximately being Part Section 1 and Section 2 SO 60097. Balance Computer Freehold Register SA56D/758. Subject to survey. *	to be separately valued	Department of Corrections	2 years	Yes
Mangakino Police Station 88 Rangatira Dr. Mangakino	0.1244 hectares, more or less, being Part Pouakani Block. Part Gazette Notice S323849. Subject to survey	to be jointly valued	New Zealand Police	2 years	Yes
Putaruru Police Station 41-45 Kensington Street, Putaruru	0.0646 hectares, more or less, being Section 1 SO 57327. All Computer Freehold Register SA43A/785.	to be jointly valued	New Zealand Police	2 years	Yes
Tokoroa Police Station 33 Logan Street, Tokoroa	0.1004 hectares, more or less, being Part Section 70 Block VIII Patetere South Survey District. All Gazette Notice S662170. Subject to survey.  0.2410 hectares, more or less, being Section 71 Block VIII Patetere South Survey District. All Gazette 1967 page 1270.	to be separately valued	New Zealand Police	2 years	Yes

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Name/Address	Description	Determining market value and market rental (if applicable)	Land holding agency	Deferred selection period	Leaseback
<b>Unlicensed land</b>					
Ngatira Forest	347.5000 hectares, more or less, being Lot 4 DPS 88269. All Computer Freehold Register SA69D/695.	to be jointly valued	Ministry for Primary Industries	6 months	No
<b>School Sites</b>					
Tokoroa High School Billah Street, Tokoroa	16.1874 hectares, approximately, being Part Lot 2 DP 32554. All Proclamation S115860. Subject to Survey.  0.1790 hectares, more or less, being Lots 8 and 9 DP 5674. All Proclamation S165401.	to be separately valued	Ministry of Education	5 years	Yes
Tokoroa Intermediate, Tokoroa	Forms part of Tokoroa High School (see above)	to be separately valued	Ministry of Education	5 years	Yes
Armisfield School Moffat Road, Tokoroa	2.7696 hectares, more or less, being Lot 2 DP 398824. All Computer Freehold Register 394114.	to be separately valued	Ministry of Education	5 years	Yes
Tirau Primary School	0.8094 hectares, more or less, being Part Lot 105 DP5043. All Proclamation S161817. Subject to survey.  1.6740 hectares, more or less, being Lot 2 DP 306234. All Computer Freehold Register 24528.	to be separately valued	Ministry of Education	5 years	Yes

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Name/Address	Description	Determining market value and market rental (if applicable)	Land holding agency	Deferred selection period	Leaseback
Te Wharekura o Te Kaokaoroa o Patetere Buckland Street, Patetere	<p>2.5561 hectares, more or less, being Part Section 97 Block VI Patetere North Survey District. All Gazette Notice S44535. Subject to survey.</p> <p>0.1543 hectares, more or less, being Section 196 Block VI Patetere North Survey District. All Gazette Notice S110228. Subject to survey.</p> <p>0.1340 hectares, more or less, being Part Lot 27 DP 15900. Balance Computer Freehold Register SA460/191.</p> <p>0.1212 hectares, more or less, being Part Lot 28 DP 15900. Balance Computer Freehold Register SA986/75.</p> <p>0.1086 hectares, more or less, being Part Lot 29 DP 15900. Balance Computer Freehold Register SA944/52.</p>	to be separately valued	Ministry of Education	5 years	Yes

\* Please note that this area excludes the road taking under action within Waikeria Prison May 2012 as identified in blue in the plan in part 3 of the attachments.

## 6 RIGHT OF PURCHASE DEFERRED SELECTION PROPERTIES

### NOTICE OF INTEREST

- 6.1 The governance entity may at any time, from the settlement date until the end of the deferred selection period give the Crown a written notice of interest in purchasing a deferred selection property.
- 6.1A In relation to that property described as Waikeria Prison in table one of part 5 and in accordance with clause 6.9 of the deed, the governance entity's notice of interest must be accompanied by the Maniapoto Maori Trust Board's written consent, consenting to the governance entity's exercise of its rights under clause 6.7 of the deed and paragraph 6.1.

### CEASING RIGHT TO PURCHASE CERTAIN DEFERRED SELECTION PROPERTIES

- 6.1B In accordance with clauses 6.11 and 6.12, the trustees may give notice to the Crown that they relinquish Raukawa's right to purchase any one or more of the following deferred selection properties under this part 6:
- 6.1B.1 Tauri Block;
- 6.1B.2 SH 32, Tihoi;
- 6.1B.3 Kākāhō Road; and
- 6.1B.4 Arataki Road.

- 6.1C If the Crown receives a notice under paragraph 6.1B, the Crown is released from its obligations under this part in relation to the deferred selection property or properties referred to in the notice, on and from the date or receipt of that notice.

### EFFECT OF NOTICE OF INTEREST

- 6.2 If the governance entity gives, in accordance with this part, a notice of interest in a deferred selection property:
- 6.2.1 the Crown must, not later than 10 business days after the notification date, give the governance entity all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and
- 6.2.2 the property's transfer value, and if it is a leaseback property that is not a school site its initial annual rent, must be determined or agreed in accordance with:
- (a) part 6B if it is a joint valuation property; or
- (b) part 6C if it is a separate valuation property.

6: RIGHT OF PURCHASE

**ELECTION TO PURCHASE**

6.3 If the governance entity gives a notice of interest in a deferred selection property in accordance with this part, it must give the Crown written notice of whether or not it elects to purchase the property, by not later than 15 business days after:

6.3.1 its transfer value being determined or agreed in accordance with this part, if:

- (a) it is not a leaseback property; or
- (b) it is a leaseback property that is a school site; or

6.3.2 both its transfer value and its initial annual rent being determined or agreed in accordance with this part, if it is a leaseback property that is not a school site.

**EFFECT OF ELECTION TO PURCHASE**

6.4 If the governance entity gives an election notice electing to purchase a deferred selection property in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the property at the transfer value determined or agreed in accordance with this part, plus GST if any, on the terms in part 7 and under which:

6.4.1 on the DSP settlement date:

- (a) the Crown must transfer the property to the governance entity; and
- (b) the governance entity must pay to the Crown an amount equal to the transfer value of the property determined or agreed in accordance with this part, plus GST if any, by:
  - (i) bank cheque drawn on a registered bank and payable to the Crown; or
  - (ii) another payment method agreed by the parties; and

6.4.2 if the property is a leaseback property, the parties must, by or on the DSP settlement date, sign the Crown leaseback (being a registrable lease of the property):

- (a) commencing on the actual TP settlement date; and
- (b) in the case of a Crown leaseback of a school site, at an initial annual rent determined by multiplying the transfer value of the property determined or agreed in accordance with this part by the percentage specified in clause 2.2 of the Crown leaseback to the Ministry of Education (plus GST, if any, on the amount so determined); and
- (c) in the case of a Crown leaseback property that is not a school site, at its initial annual rent determined or agreed under this part (plus GST, if any, on the amount so determined or agreed); and
- (d) on the terms provided in part 5 of the documents schedule for the leaseback.

6: RIGHT OF PURCHASE

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

(Note: school sites are not joint valuation properties)

**APPLICATION OF THIS SUBPART**

6.5 This subpart provides how the following are to be determined after the governance entity has given, in accordance with part 4 or part 6 (as the case may be), a notice of interest in a commercial property or a deferred selection property that is a joint valuation property:

6.5.1 its transfer value; and

6.5.2 if it is a leaseback property, its initial annual rent.

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

**APPOINTMENT OF VALUER**

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

6.8 If the parties do not jointly appoint a valuer in accordance with paragraph 6.7, either party may request the President of the New Zealand Institute of Valuers to appoint a valuer as soon as practicable.

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

**VALUER'S QUALIFICATIONS**

6.10 The valuer must be:

6.10.1 a registered valuer; and

6.10.2 independent; and

6.10.3 experienced in determining:

(a) the market value of similar properties; and

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

**VALUATION REPORT**

6.11 The valuer must, not later than 50 business days after the notification date:

6.11.1 prepare a valuation report in accordance with the instructions; and

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

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6: RIGHT OF PURCHASE

**TRANSFER VALUE AND INITIAL ANNUAL RENT**

- 6.12 Unless the parties otherwise agree in writing, the transfer value of the joint valuation property for the purposes of paragraphs 4.4.1(b) or 6.4.1(b) (as the case may be), and if applicable its initial annual rent for the purposes of paragraph 6.4.2, is as provided in the valuation report as, respectively the market value and if applicable, the market rental for the property.

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6: RIGHT OF PURCHASE

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

**APPLICATION OF THIS SUBPART**

6.13 This subpart provides how the following are to be determined after the governance entity has given, in accordance with part 4 or part 6 (as the case may be), a notice of interest in a commercial property or a deferred selection property that is a separate valuation property:

6.13.1 its transfer value; and

6.13.2 if it is a leaseback property that is not a school site, its initial annual rent.

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

**APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR FOR ALL  
PROPERTIES THAT ARE NOT SCHOOL SITES**

6.15 The parties, not later than 10 business days after the notification date:

6.15.1 must each:

- (a) instruct a valuer using the form of instructions in appendix 2 and for licensed land, the form of instructions in appendix 3; and
- (b) give written notice to the other of the valuer instructed; and

6.15.2 agree upon and jointly appoint one person to act as the valuation arbitrator.

6.16 If the parties do not jointly appoint a valuation arbitrator in accordance with paragraph 6.15.2, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

**APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR FOR ALL  
PROPERTIES THAT ARE SCHOOL SITES**

6.17 The parties, not later than 10 business days after the notification date:

6.17.1 must each:

- (a) instruct a valuer using the form of instructions in appendix 2; and
- (b) give written notice to the other of the valuer instructed; and

6.17.2 may agree that the person to act as the valuation arbitrator in respect of the separate valuation property be jointly appointed.

6.18 If paragraph 6.17.2 applies but the parties do not jointly appoint a person to act as a valuation arbitrator within 15 business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

6: RIGHT OF PURCHASE

**QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR FOR ALL PROPERTIES**

6.19 Each valuer must be a registered valuer.

6.20 The valuation arbitrator:

6.20.1 must be suitably qualified and experienced in determining disputes about:

- (a) the market value of similar properties; and
- (b) if applicable, the market rental of similar properties; and

6.20.2 is appointed when he or she confirms his or her willingness to act.

**VALUATION REPORTS FOR ALL PROPERTIES THAT ARE NOT SCHOOL SITES**

6.21 Each valuer must:

6.21.1 not later than 30 business days after the notification date prepare a draft valuation report in accordance with the valuation instructions; and

6.21.2 not later than 50 business days after the notification date provide a copy of his or her final valuation report to:

- (a) each party; and
- (b) the other valuer.

**VALUATION REPORTS FOR ALL PROPERTIES THAT ARE SCHOOL SITES**

6.22 Each party must not later than:

6.22.1 50 business days after the notification date, provide a copy of its final valuation report to the other party; and

6.22.2 55 business days after the notification date, provide its valuer's written analysis report to the other party.

**EFFECT OF DELIVERY REPORTS IN RELATION TO ALL PROPERTIES THAT ARE NOT SCHOOL SITES**

6.23 If only one valuation report is delivered by the required date, the transfer value of the property, and if applicable its initial annual rent, is the market value and the market rental, as assessed in the report.

6.24 If both valuation reports are delivered by the required date:

6.24.1 the parties must endeavour to agree in writing:

- (a) the transfer value of the separate valuation property; and
- (b) if applicable, its initial annual rent; and

**6: RIGHT OF PURCHASE**

6.24.2 either party may, if the transfer value of the separate valuation property, and if applicable its initial annual rent, is not agreed in writing within 70 business days after the notification date, refer that matter to the determination of the valuation arbitrator.

**EFFECT OF DELIVERY OF REPORTS IN RELATION TO ALL PROPERTIES THAT ARE SCHOOL SITES**

6.25 If only one valuation report is delivered by the required date the transfer value of the property is the market value as assessed in the report, less 20%.

6.26 If both valuation reports are delivered by the required date:

6.26.1 the parties must endeavour to agree in writing the transfer value of the separate valuation property; and

6.26.2 either party may, if the transfer value of the separate valuation property is not agreed in writing within 70 business days after the notification date and if a valuation arbitrator has been appointed under paragraph 6.17 or paragraph 6.18, refer that matter to the determination of the valuation arbitrator; or

6.26.3 if that agreement has not been reached within the 70 business day period but the valuation arbitrator has not been appointed under paragraph 6.17.2 or paragraph 6.18, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further 5 business days; and

6.26.4 if paragraph 6.26.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further 5 business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and

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

**VALUATION ARBITRATION IN RELATION TO ALL PROPERTIES**

6.27 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date:

6.27.1 give notice to the parties of the arbitration meeting, which must be held:

(a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but

(b) not later than 30 business days after the arbitration commencement date; and

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

(a) each valuer; and

(b) any other person giving evidence.

6: RIGHT OF PURCHASE

6.28 Each party must:

6.28.1 not later than 5pm on the day that is five business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer:

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

6.28.2 attend the arbitration meeting with its valuer.

6.29 The valuation arbitrator must:

6.29.1 have regard to the requirements of natural justice at the arbitration meeting; and

6.29.2 no later than 50 business days after the arbitration commencement date, give his or her determination:

- (a) of the market value of the separate valuation property; and
- (b) if applicable, of its market rental; and
- (c) being no higher than the higher, and no lower than the lower, assessment of market value and/or market rental, as the case may be, contained in the parties' valuation reports.

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

**TRANSFER VALUE AND INITIAL ANNUAL RENT FOR ALL PROPERTIES**

6.31 The transfer value of the separate valuation property for the purposes of paragraphs 4.4.1(b) or 6.4.1(b) (as the case may be), and if applicable its initial annual rent for the purposes of paragraph 6.4.2(c), is:

6.31.1 determined under paragraph 6.23 or 6.25 (as the case may be); or

6.31.2 agreed under paragraph 6.24.1 or 6.26.1 (as the case may be); or

6.31.3 the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 6.29.2, if the determination is in respect of a property that is not a school site; or

6.31.4 the market value determined by the valuation arbitrator under paragraph 6.29.2 less 20%, if the determination is in respect of a school site.

6: RIGHT OF PURCHASE

**D GENERAL PROVISIONS**

**TIME LIMITS**

- 6.32 Time is of the essence for the time limits in paragraphs 4.1, 4.3, 6.1 and 6.3.
- 6.33 In relation to the time limits in this subpart, other than those referred to in paragraph 6.32, each party must use reasonable endeavours to ensure:
- 6.33.1 those time limits are met and delays are minimised; and
- 6.33.2 in particular, if a valuer or a valuation arbitrator appointed under this subpart is unable to act, a replacement is appointed as soon as is reasonably practicable.

**DETERMINATION FINAL AND BINDING**

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

**COSTS**

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

**ENDING OF OBLIGATIONS**

- 6.36 The Crown's obligations under this deed in relation to a commercial property or a deferred selection property immediately cease if:
- 6.36.1 the governance entity:
- (a) does not give notice of interest in relation to the property in accordance with paragraphs 4.1 or 6.1 (as the case may be); or
  - (b) gives notice of interest in relation to the property in accordance with paragraphs 4.1 or 6.1 (as the case may be) but the governance entity:
    - (i) gives an election notice under which it elects not to purchase the property; or

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6: RIGHT OF PURCHASE

- (ii) does not give an election notice in accordance with paragraphs 4.3 or 6.3 (as the case may be) electing to purchase the property; or
- (c) gives the Crown written notice that it is not interested in purchasing the property at any time before an agreement for the sale and purchase of the property is constituted under paragraphs 4.4 or 6.4 (as the case may be); or
- (d) does not comply with any obligation in relation to the property under subpart B or subpart C; or

6.36.2 an agreement for the sale and purchase of the property is constituted under paragraphs 4.4 or 6.4 (as the case may be) and the agreement is cancelled in accordance with the terms of transfer in part 7.

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6: RIGHT OF PURCHASE

APPENDIX 1

[Note: If these instructions apply to:

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

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

[Valuer's name]

[Address]

Valuation instructions

INTRODUCTION

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

This right is given by:

- clauses [6.3] or [6.7 and 6.8] of the deed of settlement; and
- part 4 or part 6 of the property redress schedule to the deed of settlement (part 4 or part 6).

PROPERTY TO BE VALUED

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

[describe the property including its legal description].

[PROPERTY TO BE LEASED BACK

If the governance entity purchases the property from the Crown, the governance entity will lease the property back to the Crown on the terms provided by the lease in part 5 of the documents schedule to the deed of settlement (the agreed lease).

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

DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed.

Your attention is drawn to:

- part 4 and 6; and
- the agreed lease of the property in part 5 of the documents schedule to the deed.



**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**6: RIGHT OF PURCHASE**

All references in this letter to parts or paragraphs are to parts or paragraphs of part 4 or part 6 (as the case may be).

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

The property is a joint valuation property for the purposes of part 4 and part 6. Subpart B of part 6 applies to the valuation of joint valuation properties.

**ASSESSMENT OF MARKET VALUE REQUIRED**

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

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

The market value of the property assessed by you will be the basis of establishing the "transfer value" at which the governance entity may elect to purchase the property under part 4 or part 6 (as the case may be), plus GST if any.

**[ASSESSMENT OF MARKET RENTAL REQUIRED**

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

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

**REQUIREMENTS FOR YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that:

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

Your valuation is:

- (a) to assess market value on the basis of market value as defined in the International Valuation Standards contained in the current edition of the Australia and New Zealand Valuation and Property Standards; and
- (b) to take into account:
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**6: RIGHT OF PURCHASE**

- (ii) the terms of the agreed lease]; and
  - (iii) the attached disclosure information about the property that has been given by the land holding agency to the governance entity, including the disclosed encumbrances; and
  - (iv) the terms of transfer in part 7 of the property redress schedule to the deed of settlement (that will apply to a purchase of the property by the governance entity); but
- (c) not to take into account a claim in relation to the property by, or on behalf of, [the settling group]; and
- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

**REQUIREMENTS FOR YOUR VALUATION REPORT**

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards, including:

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

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**6: RIGHT OF PURCHASE**

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

You may obtain specialist advice, such as engineering or planning advice. In relation to a school site, our prior consent to such advice, must be obtained.

**ACCEPTANCE OF THESE INSTRUCTIONS**

By accepting these instructions, you agree to comply with these instructions and, in particular, prepare and provide a valuation report to the governance entity and the land holding agency not later than [50] business days after the valuation date.

**OPEN AND TRANSPARENT VALUATION**

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

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

Yours faithfully

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

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

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6: RIGHT OF PURCHASE

**APPENDIX 2**

[Note: If these instructions apply to:

- a non-leaseback property, references connected with a leaseback (including references to assessing the property's market rental) must be deleted; or
- a leaseback property:
  - that is to be leased back to the Ministry of Education, references to assessing the property's market rental must be deleted; or
  - that is not to be leased back to the Ministry of Education, references to a lease to the Ministry of Education must be deleted.

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

[Valuer's name]

[Address]

**Valuation instructions**

**INTRODUCTION**

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

This right is given by:

- (a) clauses [6.2] or [6.7 and 6.8] of the deed of settlement; and
- (b) part 4 or part 6 of the property redress schedule to the deed of settlement (part 4 or part 6).

**PROPERTY TO BE VALUED**

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

[describe the property including its legal description]

**[PROPERTY TO BE LEASED BACK**

If the governance entity purchases the property from the Crown, the governance entity will lease the property back to the Crown on the terms provided by the lease in [part 5] of the documents schedule to the deed of settlement [or in the case of a school site, the lease agreed between the Ministry of Education and the governance entity] (the agreed lease).

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

**DEED OF SETTLEMENT**

A copy of the deed of settlement is enclosed.

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**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**6: RIGHT OF PURCHASE**

Your attention is drawn to:

- (a) part 4 and 6 ; [and
- (b) the agreed lease.

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 4 or part 6 (as the case may be).

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

The property is a separate valuation property for the purposes of part 4 and part 6. Subpart C of part 6 applies to the valuation of separate valuation properties.

**ASSESSMENT OF MARKET VALUE REQUIRED**

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

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

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

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

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

The market value of the property so determined will be the basis of establishing the "transfer value" at which the governance entity may elect to purchase the property under part 4 or part 6 (as the case may be), plus GST if any.

**[ASSESSMENT OF MARKET RENTAL REQUIRED**

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

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

**VALUATION PROCESS FOR ALL PROPERTIES THAT ARE NOT SCHOOL SITES**

You must:

- (a) before inspecting the property, agree with the other valuer:
  - (i) the valuation method or methods applicable to the property; and

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**6: RIGHT OF PURCHASE**

- (ii) the comparable sales [, and comparable market rentals,] to be used in determining the value of the property [and its market rental]; and
- (b) inspect the property together with the valuer appointed by the other party; and
- (c) attempt to resolve by the following day any matters or issues arising from your inspections; and
- (d) by not later than [30] business days after the valuation date, prepare, and deliver to us, a draft valuation report; and
- (e) by not later than [50] business days after the valuation date:
  - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to both parties and the valuer instructed by the other party; and
- (f) participate in any arbitration process required under subpart C to determine the market value [, and the market rental,] of the property.

**VALUATION PROCESS FOR ALL PROPERTIES THAT ARE SCHOOL SITES**

You must:

- (a) before inspecting the property, agree with the other valuer:
  - (i) the valuation method or methods applicable to the property; and
  - (ii) the comparable sales [, and comparable market rentals,] to be used in determining the value of the property [and its market rental]; and
- (b) inspect the property, where practical, together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections; and
- (d) by not later than [30] business days after the valuation date, prepare, and deliver to us, a draft valuation report; and
- (e) by not later than [45] business days after the valuation date:
  - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than [55] business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value [and the market rental] of the property; and
- (g) by not later than [65] business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value [and the market rental]; and

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**6: RIGHT OF PURCHASE**

- (h) if a consensus on market value [and the market rental] is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and
- (i) participate in any meetings as required by us and the other party to agree the market value [and the market rental] of the property; and
- (j) participate in any arbitration process required under subpart C to determine the market value [, and the market rental,] of the property.

**REQUIREMENTS FOR YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that:

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

Your valuation is:

- (a) to assess market value on the basis of market value as defined in the International Valuation Standards contained in the current edition of the Australia and New Zealand Valuation and Property Standards; and
- (b) to take into account:
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and
  - (ii) the terms of the agreed lease; and
  - (iii) the attached disclosure information about the property that has been given by the land holding agency to the governance entity, including the disclosed encumbrances; and
  - (iv) the terms of transfer in part 7 of the property redress schedule to the deed of settlement (that will apply to a purchase of the property by the governance entity); but
- (c) not to take into account a claim in relation to the property by or on behalf of [the settling group]; and
- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

6: RIGHT OF PURCHASE

**REQUIREMENTS FOR YOUR VALUATION REPORT**

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards, including:

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

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

You may obtain specialist advice, such as engineering or planning advice. In relation to a school site, our prior consent to such advice, must be obtained.

**ACCEPTANCE OF THESE INSTRUCTIONS FOR ALL PROPERTIES THAT ARE NOT SCHOOL SITES**

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

- (a) [30] business days after the valuation date, to prepare and deliver to us a draft valuation report; and

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**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**6: RIGHT OF PURCHASE**

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

**ACCEPTANCE OF THESE INSTRUCTIONS FOR ALL PROPERTIES THAT ARE SCHOOL SITES**

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

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

**[ACCESS**

You should not enter on to the [insert name(s) of school site(s)] without first arranging access through the Ministry of Education [give contact details] and should not contact the school(s) directly].

**OPEN AND TRANSPARENT VALUATION**

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

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

Yours faithfully

**[Name of signatory]**

**[Position]**

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

6: RIGHT OF PURCHASE

APPENDIX 3

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

[Valuer's name]

[Address]

Valuation instructions for Licensed Land

INTRODUCTION

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

This right is given by:

- (a) clause 6.6 of the deed of settlement; and
- (b) part 4 of the property redress schedule to the deed of settlement (**part 4**).

PROPERTY TO BE VALUED

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

[describe the property, including its legal description]

DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed.

Your attention is drawn to part 4.

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 4.

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

The property is a separate valuation property for the purposes of part 4 and part 6. Subpart C of part 6 applies to the valuation of separate valuation properties.

ASSESSMENT OF MARKET VALUE REQUIRED

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

The licensor's interest is the interest as proprietor of that land and is to be assessed on the basis that the licensed land will transfer as a result of a deemed recommendation from the Waitangi Tribunal and that the restrictions of the Crown Forest Assets Act 1989 such as prohibition on sale no longer apply (i.e. the licensor is assumed to be the claimants, not the Crown, for the purpose of the valuation).

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**6: RIGHT OF PURCHASE**

The principals, being the Crown (acting through Land Information New Zealand in respect to valuations) and the governance entity, wish to obtain market valuations for specified parts of the Crown forest land available for selection.

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

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

The market value of the property so determined will be the basis of establishing the "transfer value" at which the governance entity may elect to purchase the property under part 4, plus GST if any.

**VALUATION PROCESS FOR LICENSED LAND**

You must:

- (a) before inspecting the property, agree with the other valuer:
  - (i) the valuation method or methods applicable to the property; and
  - (ii) the comparable sales [and comparable market rentals] to be used in determining the value of the property; and
- (b) inspect the property together with the valuer appointed by the other party; and
- (c) attempt to resolve by the following day any matters or issues arising from your inspections; and
- (d) by not later than [30] business days after the valuation date, prepare, and deliver to us, a draft valuation report; and
- (e) by not later than [50] business days after the valuation date:
  - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to both parties and the valuer instructed by the other party; and
- (f) participate in any arbitration process required under subpart C to determine the market value of the property.

**REQUIREMENTS FOR YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that:

- (a) the property is a current asset and was available for immediate sale as at the valuation date; and

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**6: RIGHT OF PURCHASE**

- (b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is:

1. to assess market value on the basis of market value as defined in the International Valuation Standards contained in the current edition of the Australia and New Zealand Valuation and Property Standards; and
2. any transfer of the licensed land to the governance entity would be deemed to be the result of a recommendation from the Waitangi Tribunal under section 8HB of the Treaty of Waitangi Act 1975. This would trigger the relevant sections of Part II of the Crown Forestry Licence.
3. The licensed land is to be valued as though:
  - (a) that part will transfer subject to the Crown forestry licence; and
  - (b) the termination period of the licence will begin on 30 September following the giving of the termination notice [assumed to be 30 September [to insert]]; and
  - (c) the provisions of section 14.3 and Part IIC (section 17) of the licence will apply to the land; and
  - (d) the Crown will be responsible for carrying out and completing the survey necessary to define the boundaries between the part selected and the balance of the licensed land; and
  - (e) a computer freehold register has been issued for the part to be valued and is subject to and together with the encumbrances identified in the disclosure information together with any subject and appurtenant easements arising from consultation under section 17.4.1 of Part IIC of the Crown forestry licence.
  - (f) New Zealand Units will not transfer with the land (due to NZU's being dealt with separately from settlement redress).
4. To take into account;
  - (a) the attached disclosure information about the property that has been given by the land holding agency to the governance entity, including the disclosed encumbrances; and
  - (b) the terms of transfer in part 7 of the property redress schedule to the deed of settlement (that will apply to a purchase of the property by the governance entity).

**REQUIREMENTS FOR YOUR VALUATION REPORT**

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards, including:

- (a) an executive summary, containing a summary of:
  - (i) the valuation; and

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**6: RIGHT OF PURCHASE**

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

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

You may obtain specialist advice, such as engineering or planning advice.

**ACCEPTANCE OF THESE INSTRUCTIONS**

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

- (a) [30] business days after the valuation date, to prepare and deliver to us a draft valuation report; and
- (b) [50] business days after the valuation date, to:
- (c) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
- (d) deliver a copy of your final valuation report to both parties and the valuer instructed by the other party.

6: RIGHT OF PURCHASE

**OPEN AND TRANSPARENT VALUATION**

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

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

Yours faithfully

[Name of signatory]

[Position]

[Governance Entity] / [Land Holding Agency] (delete one)

ESB  
VH

## 7 TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND PURCHASED DEFERRED SELECTION PROPERTIES

### APPLICATION OF THIS PART

7.1 This part applies to the transfer by the Crown to the governance entity of each of the following properties (a **transfer property**):

7.1.1 each purchased commercial property, under paragraph 4.4; and

7.1.2 each purchased deferred selection property, under paragraph 6.4.

### TRANSFER

7.2 The Crown must transfer the fee simple estate in a transfer property to the governance entity:

7.2.1 subject to, and where applicable with the benefit of:

(a) the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 7.19.4(a)) including, without limitation, those referred to in clause 6.5.2; and

(b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 7.19.4(b); and

7.2.2 if the property is a leaseback property, subject to the Crown leaseback in relation to the property.

7.3 The Crown must pay any survey costs for a transfer property and registration costs required to transfer the fee simple estate in a transfer property to the transferee in accordance with paragraph 7.2.

### POSSESSION

7.4 Possession of a transfer property must, on the TP settlement date for the property:

7.4.1 be given by the Crown; and

7.4.2 taken by the governance entity; and

7.4.3 be vacant possession subject only to:

(a) any encumbrances referred to in paragraph 7.2.1 that prevent vacant possession being given and taken; and

(b) if the property is a leaseback property, the Crown leaseback.

*SB*  
*VK*

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**7: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND  
PURCHASED DEFERRED SELECTION PROPERTIES**

**SETTLEMENT**

7.5 Subject to paragraphs 7.6 and 7.46.3, the Crown must provide the governance entity with the following in relation to a transfer property on the TP settlement date for that property:

7.5.1 evidence of:

- (a) a registrable transfer instrument; and
- (b) any other registrable instrument required by this deed in relation to the property:

7.5.2 all contracts and other documents (but not public notices such as proclamations and Gazette notices) that create unregistered rights or obligations affecting the registered proprietor's interest in the property after the TP settlement date.

7.6 If the fee simple estate in the transfer property may be transferred to the governance entity electronically under the relevant legislation:

7.6.1 paragraph 7.5.1 does not apply; and

7.6.2 the Crown must ensure its solicitor:

- (a) a reasonable time before the TP settlement date for the property:
  - (i) creates a Landonline workspace for the transfer to the governance entity of the fee simple estate in the property; and
  - (ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the transfer instrument, and all other instruments, necessary, to effect the transfer electronically (the **electronic transfer instruments**); and
- (b) on the TP settlement date, releases the electronic transfer instruments so that the governance entity's solicitor may submit them for registration under the relevant legislation; and

7.6.3 the governance entity must ensure its solicitor, a reasonable time before the TP settlement date, certifies and signs the transfer instrument for the property prepared in the Landonline workspace under paragraph 7.6.2(a)(ii); and

7.6.4 paragraphs 7.6.2 and 7.6.3 are subject to paragraph 7.46.3.

7.7 The **relevant legislation** for the purposes of paragraph 7.6 is:

7.7.1 the Land Transfer Act 1952; and

7.7.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.



**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**7: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND  
PURCHASED DEFERRED SELECTION PROPERTIES**

- 7.8 The Crown must, on the actual TP settlement date for a transfer property, provide the governance entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown unless:
- 7.8.1 the property is a leaseback property; and
  - 7.8.2 to provide it would be inconsistent with the Crown leaseback.
- 7.9 The transfer value of, or the amount payable by the governance entity for, a transfer property is not affected by:
- 7.9.1 a non-material variation, or a material variation entered into under paragraph 7.19.4(a), of a disclosed encumbrance affecting or benefiting the property; or
  - 7.9.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 7.19.4(b).

**APPORTIONMENT OF OUTGOINGS AND INCOMINGS**

- 7.10 If, as at the actual TP settlement date for a transfer property:
- 7.10.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the governance entity must pay the amount of the excess to the Crown; or
  - 7.10.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the governance entity.
- 7.11 The outgoings for a transfer property for the purposes of paragraph 7.10 do not include insurance premiums and the governance entity is not required to take over from the Crown any contract of insurance in relation to the property.
- 7.12 The incomings for the licensed land for the purposes of paragraph 7.10 do not include licence fees under the Crown forestry licence.
- 7.13 An amount payable under paragraph 7.10 in relation to a transfer property must be paid on the actual TP settlement date for the property.
- 7.14 The Crown must, before the actual TP settlement date for a transfer property, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 7.10.

**FIXTURES, FITTINGS AND CHATTELS**

- 7.15 The transfer of a transfer property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.
- 7.16 Paragraph 7.15 does not apply to the Lessee's improvements located on a leaseback property.

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**7: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND  
PURCHASED DEFERRED SELECTION PROPERTIES**

7.17 Fixtures and fittings transferred under paragraph 7.15 must not be mortgaged or charged.

7.18 The transfer of a transfer property does not include chattels.

**OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD**

7.19 The Crown must, during the transfer period for a transfer property:

7.19.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and

7.19.2 pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and

7.19.3 ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period:

(a) by the Crown; or

(b) with the Crown's written authority; and

7.19.4 obtain the prior written consent of the governance entity before:

(a) materially varying a disclosed encumbrance affecting or benefiting the property; or

(b) entering into an encumbrance affecting or benefiting the property; or

(c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the Resource Management Act 1991 or any other legislation; and

7.19.5 use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 7.20.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 7.2.1; but

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

7.20 The governance entity, during the transfer period in relation to a transfer property:

7.20.1 must not unreasonably withhold or delay any consent sought under paragraph 7.19.4 in relation to the property; and

7.20.2 may enter and inspect the property on one occasion:

(a) after giving reasonable notice; and

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**7: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND  
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- (b) subject to the terms of the encumbrances referred to in paragraph 7.2.1; and

7.20.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

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

7.21 During the transfer period for the licensed land, the Crown:

7.21.1 must prudently manage the licensor's rights under the Crown forestry licence in relation to the licensed land; and

7.21.2 in reviewing the licence fee under the Crown forestry licence:

- (a) must ensure that, so far as reasonably practicable, the governance entity's interests as licensor after the settlement date are not prejudiced; and
- (b) must not agree a licence fee for the licensed land that is less than any licence fee agreed to by the Crown for the balance of the land that is subject to the Crown forestry licence; and

7.21.3 must provide the governance entity with all material information, and must have regard to the governance entity's written submissions, in relation to the performance of the Crown's obligations under paragraphs 7.21.1 and 7.21.2; and

7.21.4 must, so far as is reasonably practicable, provide the information to the governance entity under paragraph 7.21.3 in sufficient time to enable it to make effective submissions on the performance of the Crown's obligations under paragraphs 7.21.1 and 7.21.2; but

7.21.5 is not required to provide information to the governance entity under paragraph 7.21.3 if that would result in the Crown breaching a confidentiality obligation.

**SPLITTING OF CROWN FORESTRY LICENCE**

7.22 The Crown must carry out, and use reasonable endeavours to complete by the actual TP settlement date, its obligations under clause 17.4 of the Crown forestry licence in relation to the licensed land (the **licence-splitting process**) that will, in particular, enable:

7.22.1 the granting of separate licences to the licensee under the Crown forestry licence by:

- (a) the governance entity, in relation to the licensed land; and
- (b) the Crown in relation, to the balance of the land that is subject to the Crown forestry licence; and

7.22.2 the protection after the actual TP settlement date of the interests of the governance entity, the Crown, and the licensee in respect of the licensed land

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**7: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND  
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and the balance of the land that is subject to the Crown forestry licence, including:

- (a) the shared use of roading and other facilities; and
- (b) rights of access; and
- (c) the sharing of outgoings.

7.23 The governance entity acknowledges and agrees that:

7.23.1 the licence-splitting process in relation to the licensed land may not be completed until after the actual TP settlement date as, in particular, the licensee under the Crown forestry licence has no obligation to participate in them until that date; and

7.23.2 the governance entity must:

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

**SPLITTING OF LICENCE FEE**

7.24 In accordance with paragraph 12.8 of the legislative matters schedule and unless otherwise agreed between the governance entity as licensor, and the licensee of the relevant Crown forestry licence, and the Crown, the licence fee under the Crown forestry licence attributable to the licensed land from the actual TP settlement date to the completion of the licence splitting process, is to be calculated in accordance with the following formula:

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

7.25 For the purposes of the formula in paragraph 7.24:

- A** is the licence fees under the Crown forestry licence; and
- B** is the area of the licensed land; and
- C** is the area of land covered by the Crown forestry licence.

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**7: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND  
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**PRE-TRANSFER OBLIGATIONS IN RELATION TO UNLICENSED LAND**

7.26 The Crown must, during the transfer period for the unlicensed land, prudently manage the forest on the land in accordance with the Crown's existing management practices.

**OBLIGATIONS AFTER SETTLEMENT**

7.27 The Crown must:

7.27.1 give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TP settlement date for the property; and

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

(a) comply with it; or

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

7.27.3 pay any penalty incurred by the governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 7.27.2.

7.28 The governance entity must, from the settlement date, comply with the licensor's obligations under the Crown forestry licence in relation to the licensed land:

7.28.1 including the obligation to:

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

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

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

**RISK AND INSURANCE**

7.29 A transfer property is at the sole risk of:

7.29.1 the Crown, until the actual TP settlement date for the property; and

7.29.2 the governance entity, from the actual TP settlement date for the property.

**DAMAGE AND DESTRUCTION**

7.30 Paragraphs 7.31 to 7.39 apply if, before the actual TP settlement date for a transfer property:

7.30.1 the property is destroyed or damaged; and

7.30.2 the destruction or damage has not been made good.

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PROPERTY REDRESS SCHEDULE**

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**7: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND  
PURCHASED DEFERRED SELECTION PROPERTIES**

7.31 Paragraph 7.32 applies if the transfer property is:

7.31.1 a commercial property (other than licensed land); or

7.31.2 a deferred selection property (other than unlicensed land); and

7.31.3 as a result of the destruction or damage, the property is not tenatable.

7.32 Where this paragraph applies:

7.32.1 the governance entity may cancel its transfer by written notice to the Crown; or

7.32.2 the Crown may cancel its transfer by written notice to the governance entity if the property is a leaseback property.

7.33 Notice under paragraph 7.32 must be given before the actual TP settlement date.

7.34 Paragraph 7.35 applies if the property is:

7.34.1 licensed land; or

7.34.2 unlicensed land; or

7.34.3 a commercial property (other than licensed land), or a deferred selection property (other than unlicensed land), that:

(a) despite the destruction or damage, is tenatable; or

(b) as a result of the damage or destruction, is not tenatable, but its transfer is not cancelled under paragraph 7.32 before the actual TP settlement date.

7.35 Where this paragraph applies:

7.35.1 the governance entity must complete the transfer of the property in accordance with this deed; and

7.35.2 the Crown must pay the governance entity:

(a) the amount by which the value of the property has diminished, as at the actual TP settlement date for the property, as a result of the destruction or damage;

(b) plus GST if any.

7.36 The value of the commercial property and/or the deferred selection property for the purposes of paragraph 7.35.2 is to be its transfer value as determined or agreed in accordance with part 6.

7.37 An amount paid by the Crown under paragraph 7.35.2 is a partial refund of the purchase price if it relates to the destruction or damage of a commercial property or a deferred selection property.

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**7: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND  
PURCHASED DEFERRED SELECTION PROPERTIES**

7.38 Each party may give the other notice:

7.38.1 requiring a dispute as to the application of paragraphs 7.32 to 7.37 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

7.38.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.

7.39 If a dispute as to the application of paragraphs 7.32 to 7.37 is not determined by the TP settlement date, that date is to be:

7.39.1 the fifth business day following the determination of the dispute; or

7.39.2 if an arbitrator appointed under paragraph 7.38 so determines, another date including the original TP settlement date.

**BOUNDARIES AND TITLE**

7.40 The Crown is not required to point out the boundaries of a transfer property.

7.41 If a transfer property is subject only to the encumbrances referred to in paragraph 7.2.1 and, if the property is a leaseback property, the Crown leaseback, the governance entity:

7.41.1 is to be treated as having accepted the Crown's title to the property as at the actual TP settlement date; and

7.41.2 may not make any objections to, or requisitions on, it.

7.42 An error or omission in the description of a transfer property or its title does not annul its transfer.

**FENCING**

7.43 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transfer property and any contiguous land of the Crown, unless the Crown requires the fence.

7.44 Paragraph 7.43 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.

7.45 The Crown may require a fencing covenant to the effect of paragraphs 7.43 and 7.44 to be registered against the title to a transfer property.

**DELAYED TRANSFER OF TITLE**

7.46 The Crown covenants for the benefit of the governance entity that it will:

7.46.1 arrange for the creation of one computer freehold register for licensed land that is subject to a particular Crown forestry licence if that land:

(a) is not contained in one computer freehold register; or

**RAUKAWA DEED OF SETTLEMENT  
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**7: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND  
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- (b) is contained in one computer freehold register but together with other land; and
- 7.46.2 arrange for the creation of a computer freehold register for the land of a transfer property for land that:
  - (a) is not licensed land; and
  - (b) is not contained in a computer freehold register; or
  - (c) is contained in a computer freehold register or registers but together with other land; and
- 7.46.3 transfer (in accordance with paragraph 7.5 or 7.6, whichever is applicable) the fee simple estate in a transfer property to which paragraph 7.46.1 or 7.46.2 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the settlement date.
- 7.47 If paragraph 7.46.3 applies to a transfer property, and paragraph 7.6 is applicable, the governance entity must comply with its obligations under paragraph 7.6.3 by a date specified by written notice to the Crown.
- 7.48 The covenant given by the Crown under paragraph 7.46 has effect and is enforceable, despite:
  - 7.48.1 being positive in effect; and
  - 7.48.2 there being no dominant tenement.
- 7.49 If paragraph 7.46 applies then, for the period from the actual TP settlement date until the date that the Crown transfers the fee simple estate in the transfer property to the governance entity:
  - 7.49.1 the governance entity will be the beneficial owner of the property; and
  - 7.49.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the actual TP settlement date; and
  - 7.49.3 the governance entity may not serve a settlement notice under paragraph 7.52.

**INTEREST**

- 7.50 If for any reason (other than the default of the Crown) all or any of the amount payable by the governance entity to the Crown in relation to a transfer property is not paid on the TP settlement date:
  - 7.50.1 the Crown is not required to give possession of the property to the governance entity; and
  - 7.50.2 the governance entity must pay the Crown default interest at the rate of 12% per annum on the unpaid amount (plus GST if any) for the period from the TP settlement date to the actual TP settlement date.



**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**7: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES AND  
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7.51 Paragraph 7.50 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

**SETTLEMENT NOTICE**

7.52 If, without the written agreement of the parties, settlement of a transfer property is not effected on the TP settlement date:

7.52.1 either party may at any time after the TP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but

7.52.2 the settlement notice is effective only if the party serving it is:

- (a) ready, able, and willing to effect settlement in accordance with the settlement notice; or
- (b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and

7.52.3 upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and

7.52.4 time is of the essence under paragraph 7.52.3; and

7.52.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted under paragraphs 4.4 or 6.4 (as the case may be).

7.53 Paragraph 7.52, and the exercise of rights under it, is without prejudice to any other rights or remedies, at law, in equity, or otherwise, that the party not in default may have.

**FURTHER ASSURANCES**

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

**NON-MERGER**

7.55 On transfer of a transfer property to the governance entity:

7.55.1 the provisions of this part will not merge; and

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

*SABUK*

## 8 NOTICE IN RELATION TO COMMERCIAL, CULTURAL REDRESS AND DEFERRED SELECTION PROPERTIES

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

8.1.1 in paragraph 8.2; or

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

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

Land holding agency	Address and facsimile number
Land Information New Zealand	155 The Terrace Private Bag 5501 Wellington  Fax +64 472 2244
Ministry for Primary Industries	Pastoral House, 25 the Terrace PO Box 2526 Wellington  Fax +64 4 894 0720
Department of Conservation	Conservation House - Whare Kaupapa Atawhai 18-32 Manners Street PO Box 10420 Wellington  Fax +64 4 381 3057
Ministry of Education	45-47 Pipitea Street PO Box 1666 Thorndon Wellington 6011  Fax: (04) 463 8001

RAUKAWA DEED OF SETTLEMENT  
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8: NOTICE IN RELATION TO COMMERCIAL, CULTURAL REDRESS AND  
DEFERRED SELECTION PROPERTIES

Office of Treaty Settlements	Level 3, The Vogel Centre 19 Aitken Street DX SX 10111 Wellington  Fax: (04) 494 9801
Ministry of Justice	Level 3, The Vogel Centre 19 Aitken Street SX 10088 Wellington  Fax: (04) 918 8820
Department of Corrections	44-52 The Terrace Private Box 1206 Wellington 6140  Fax: (04) 460 3208
New Zealand Police	PO Box 3017 Wellington  Fax: (04) 498 7400

## 9 DEFINITIONS

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

9.2 In this deed, unless the context otherwise requires:

**acquired property** has the meaning given to it by paragraph 1.1.1;

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

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

- (a) that is not a school site, means the date the determination is referred to a valuation arbitrator under paragraph 6.24.2; and
- (b) that is a school site, means:
  - (i) in relation to a referral under paragraph 6.26.2 the date of that referral; and
  - (ii) in relation to an appointment under paragraph 6.26.3 or 6.26.4, a date specified by the valuation arbitrator;

**arbitration meeting**, in relation to the determination of the market value and/or market rental of a separate valuation property, means the meeting notified by the valuation arbitrator under paragraph 6.27.1;

**Crown leaseback** means, in relation to a leaseback deferred selection property, the lease to be entered into by the governance entity and the Crown under paragraph 6.4.2;

**date of commitment**, in relation to an acquired property, has the meaning given to it by paragraph 1.1.2;

**deferred selection property** means each property described in the tables in part 5;

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

**disclosure information** has the meaning given to it by paragraph 1.1.3;

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

**election notice** means, in relation to:

- (a) a deferred selection property, a written notice given by the governance entity in accordance with paragraph 6.3 electing whether or not to purchase a deferred selection property; and

**RAUKAWA DEED OF SETTLEMENT  
PROPERTY REDRESS SCHEDULE**

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**9: DEFINITIONS**

- (b) a commercial property, a written notice given by the governance entity in accordance with paragraph 4.3 electing whether or not to purchase a commercial property;

**initial annual rent** in relation to a leaseback property that is:

- (a) not a school site, means the rent payable under the Crown leaseback from its commencement determined or agreed in accordance with part 6; and
- (b) a school site, as described in paragraph 6.4.2;

**joint valuation property** means each commercial property that part 3 provides is to be jointly valued and each deferred selection property that part 5 provides is to be jointly valued;

**leaseback deferred selection property** means each deferred selection property referred to in clause 6.10;

**leaseback property** means each leaseback deferred selection property;

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

**licence-splitting process** has the meaning given to it by paragraph 7.22;

**market rental**, in relation to:

- (a) a joint valuation property, has the meaning provided in the valuation instructions in appendix 1 to part 6;
- (b) a separate valuation property, has the meaning provided in the valuation instructions in appendix 2 to part 6;

**market value**, in relation to:

- (a) a joint valuation property, has the meaning provided in the valuation instructions in appendix 1 to part 6;
- (b) a separate valuation property (except the licensed land), has the meaning provided in the valuation instructions in appendix 2 to part 6; and
- (c) a separate valuation property that is licensed land, has the meaning provided in the valuation instructions in appendix 3 to part 6;

**notice of interest**, in relation to a:

- (a) commercial property, means a notice given by the governance entity under paragraph 4.1;
- (b) deferred selection property, means a notice given by the governance entity under paragraph 6.1 in relation to the property;

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

**RAUKAWA DEED OF SETTLEMENT  
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**9: DEFINITIONS**

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

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

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

**separate valuation property** means each commercial property that part 3 provides is to be separately valued and each deferred selection property that part 5 provides is to be separately valued;

**settlement notice** has the meaning given to it by paragraph 7.52.1;

**terms of transfer** means the terms of transfer set out in part 7;

**transfer property** has the meaning given to it by paragraph 7.1;

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

- (a) a commercial property, the period from the notification date for that property to its actual TP settlement date; and
- (b) a deferred selection property, the period from the notification date for that property to its actual TP settlement date;

**transfer value** means, in relation to a commercial property or a deferred selection property, the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with part 6;

**TP settlement date** means, in relation to:

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

**valuation arbitrator**, in relation to a separate valuation property:

- (a) that is not a school site, means the person appointed under paragraphs 6.15.2 or 6.16 in relation to the determination of its market value, and if applicable its market rental; and
- (b) that is a school site, means the person appointed under paragraph 6.17.2 or 6.18 or 6.26.3 or 6.26.4 in relation to the determination of its market value, and if applicable its market rental; and

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

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## 10 CULTURAL EARLY RELEASE PROPERTIES

Name/Address	Description	Land holding agency	Encumbrances
Domain Road property	10.3874 hectares, more or less, being Section 2 SO 429412. Part Gazette Notice 5798320.1.  0.8201 hectares, more or less being Section 3 SO 429412. All Gazette Notice 8798145.1.	Ministry of Justice	Subject to a right (in gross) to convey water over part marked C on SO 429412 in favour of South Waikato District Council created by Easement Instrument 8766967.1.  Subject to a right (in gross) to convey water over part marked B and D on SO 429412 in favour of South Waikato District Council referred to in clause 5.13.1.
Tirau Street site	0.0322 hectares, more or less, being Part Lot 1 DPS 2694. All Computer Freehold Register SA53A/335.	Ministry of Justice	
Bridge Street site	0.2550 hectares, more or less, being Section 78 Block VIII Patetere South Survey District. All Computer Freehold Register SA47D/188.	Ministry of Justice	

*STB UK*