

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU

and

THE CROWN

**NGĀ MANA WHENUA O TĀMAKI MAKĀURAU
COLLECTIVE REDRESS DEED
SCHEDULE: PROPERTY REDRESS**

TABLE OF CONTENTS

1	DISCLOSURE INFORMATION AND WARRANTY	1
2	PROVISIONS IN RELATION TO VESTING OF CULTURAL REDRESS PROPERTIES.....	3
3	IWI AND HAPŪ INTERESTS.....	5
4	IMPROVEMENTS VESTING IN TRUSTEE	10
5	RIGHT TO PURCHASE.....	12
6	INDICATIVE EXPIRY DATES FOR INSTRUMENTS.....	17
7	DEPARTMENT OF BUILDING AND HOUSING PROTOCOL.....	25

PROPERTY REDRESS

1: DISCLOSURE INFORMATION AND WARRANTY

1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

- 1.1 The Crown has provided information to Ngā Mana Whenua o Tāmaki Makaurau Trust about Maungauika, Matukutūruru and the properties vested under clause 3.6 (“**Crown-administered properties**”) by various correspondence sent between 1 April 2011 and 30 April 2012.

WARRANTY

- 1.2 The Crown warrants to the trustee that the disclosure information is all the material information about the Crown-administered properties that the land holding agency is aware of at the date of providing that information, –
- 1.2.1 having inspected the agency’s records; but
 - 1.2.2 not having made enquiries beyond the agency’s records; and
 - 1.2.3 in particular, not having undertaken a physical inspection of the property.

WARRANTY LIMITS

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

PROPERTY REDRESS

1: DISCLOSURE INFORMATION AND WARRANTY

INSPECTION OF CULTURAL REDRESS PROPERTIES

1.5 Although the Crown is not giving any representation or warranty in relation to a cultural redress property other than under paragraph 1.2, the trustee acknowledges that Ngā Mana Whenua o Tāmaki Makaurau could, before the cultural redress property was vested in the trustee, –

1.5.1 inspect the cultural redress properties and determine its state and condition;
and

1.5.2 consider the disclosure information in relation to it.

PROPERTY REDRESS

2: PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

2 PROVISIONS IN RELATION TO VESTING OF CULTURAL REDRESS PROPERTIES

SAME MANAGEMENT REGIME AND CONDITION

- 2.1 Until the effective date, the Crown must –
- 2.1.1 continue to manage and administer each Crown-administered property in accordance with its existing practices for the property; and
 - 2.1.2 maintain each Crown-administered property in substantially the same condition it was in at the date of this deed.
- 2.2 Paragraph 2.1 does not require the Crown to restore or repair a Crown-administered 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 Ngā Mana Whenua o Tāmaki Makaurau.

COMPLETION OF REQUIRED DOCUMENTATION

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

TITLE

- 2.5 The Crown must arrange, and pay for, the preparation, approval, and where applicable, the deposit of a cadastral survey dataset of a maunga, or part of it and each property vested under clause 3.6 to the extent it is required to enable the issue, under the Tāmaki Makaurau collective legislation, of one or more computer freehold registers for the property.
- 2.6 Without limiting paragraph 2.5, the Crown must meet all costs associated with registration of the title to fee simple estate under sections 42 and 78 of the draft bill.
- 2.7 The Crown must, at its cost, as soon as practicable after the effective date, create a computer freehold register for Māngere Mountain.

PROPERTY REDRESS

2: PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

EXPIRY DATES FOR INSTRUMENTS

- 2.8 Part 6 of this schedule sets out the indicative expiry dates assuming, where appropriate, the exercise of all rights of renewal for each instrument referred to in schedules 1 to 3 of the draft bill.
- 2.9 The parties agree that:
- 2.9.1 each date in part 6 is listed for information only and if it is inconsistent with a correct interpretation of the instrument to which it relates, the instrument prevails; and
 - 2.9.2 each date listed is the date appearing on the instrument itself, so that the actual expiry date for the instrument might have been altered by conduct of the parties or other amendment of the instrument; and
 - 2.9.3 no representation or warranty is made about the accuracy of the list in part 7.

PROPERTY REDRESS

3: IWI AND HAPŪ INTERESTS

3 IWI AND HAPŪ INTERESTS

Table 1: Iwi and hapū customary associations by Maunga

Maunga	Iwi/hapū
Maungakiekie / One Tree Hill	Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri Te Rūnanga o Ngāti Whātua
Maungarei / Mount Wellington	Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri Te Rūnanga o Ngāti Whātua
Maungawhau / Mount Eden	Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri Te Rūnanga o Ngāti Whātua
Mount Albert	Ngāi Tai ki Tāmaki

PROPERTY REDRESS

3: IWI AND HAPŪ INTERESTS

	<p>Ngāti Maru Ngāti Pāoa Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Rūnanga o Ngāti Whātua</p>
Mount Roskill	<p>Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Rūnanga o Ngāti Whātua</p>
Mount St John	<p>Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri Te Rūnanga o Ngāti Whātua</p>
Ōhinerau / Mount Hobson	<p>Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri Te Rūnanga o Ngāti Whātua</p>
Ōhuiarangi / Pigeon Mountain	<p>Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Tamaoho</p>

PROPERTY REDRESS

3: IWI AND HAPŪ INTERESTS

	<p>Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri</p>
Ōtāhuhu / Mount Richmond	<p>Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri Te Rūnanga o Ngāti Whātua</p>
Rarotonga / Mount Smart	<p>Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri Te Rūnanga o Ngāti Whātua</p>
Takarunga / Mount Victoria	<p>Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri Te Rūnanga o Ngāti Whātua</p>
Te Tātua-a-Riukiuta	<p>Ngāi Tai ki Tāmaki</p>

PROPERTY REDRESS

3: IWI AND HAPŪ INTERESTS

	<p>Ngāti Maru Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Rūnanga o Ngāti Whātua</p>
Māngere Mountain	<p>Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri</p>
Matukutūruru	<p>Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki</p>
Maungauika	<p>Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Ākitai Waiohua Te Kawerau ā Maki Te Patukirikiri Te Rūnanga o Ngāti Whātua</p>

PROPERTY REDRESS

3: IWI AND HAPŪ INTERESTS

Table 2: Iwi/hapū customary associations by Motu

Motu	Iwi/hapū
Motuihe Island / Te Motu-a-Ihenga	Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaoho Ngāti Tamaterā Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Kawerau ā Maki Te Patukirikiri
Motutapu Island	Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaterā Ngāti Tamaoho Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Kawerau ā Maki Te Patukirikiri
Rangitoto Island	Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaterā Ngāti Tamaoho Ngāti Te Ata Ngāti Whanaunga Ngāti Whātua Orākei Ngāti Whatua o Kaipara Te Kawerau ā Maki Te Patukirikiri

PROPERTY REDRESS

3: IWI AND HAPŪ INTERESTS

Tiritiri Matangi Island	Ngāi Tai ki Tāmaki Ngāti Maru Ngāti Pāoa Ngāti Tamaterā Ngāti Tamaoho Ngāti Te Ata Ngāti Whanaunga Te Kawerau ā Maki Te Patukirikiri Te Rūnanga o Ngāti Whātua
-------------------------	---

PROPERTY REDRESS

4: IMPROVEMENTS VESTING IN TRUSTEE

4 IMPROVEMENTS VESTING IN TRUSTEE

Part 4.1

Matukutūruru

- (a) The building known as "Rumney Cottage".

Ōhinerau / Mount Hobson

- (b) The buildings known as Mount Hobson flats and out building at 11a and 11b Hobson Lane.

Part 4.2

Maungauika

- (a) The building known as "Summit Barracks" and the water tank marked "X" on deed plan OTS-115-12.
- (b) The building known as "Stone Kitchen".

5 RIGHT TO PURCHASE

PURPOSE

- 5.1 The purpose of this part is to give the limited partnership a right to purchase each former deferred selection property –
- 5.1.1 immediately the former deferred selection property is no longer capable of being acquired under the relevant comprehensive settlement; and
 - 5.1.2 as nearly as possible, subject to, and on the same warranties, terms and conditions, including the valuation and election mechanisms and terms of any leasebacks, as the terms and conditions in the relevant comprehensive settlement.
- 5.2 This part is to be interpreted in a manner that best furthers that purpose.

FORMER DEFERRED SELECTION PROPERTY BECOMES AVAILABLE BEFORE VALUATION PROCESS COMMENCES

- 5.3 Paragraph 5.4 applies to each former deferred selection property in respect of which either –
- 5.3.1 the non-acquiring entity gave notice that it is not interested in acquiring the property before a valuation process commenced; or
 - 5.3.2 the period during which the non-acquiring entity could have given a notice which would have commenced a valuation process has expired and the non-acquiring entity did not give the notice.
- 5.4 The Crown must, within 20 working days of this paragraph applying to a former deferred selection property, give a notice to the limited partnership –
- 5.4.1 describing the property in the same manner it is described in the relevant comprehensive settlement; and
 - 5.4.2 informing the limited partnership that the property is now available for purchase under this part.
- 5.5 The limited partnership may, for a period of 20 working days commencing on the date of receipt of the trigger notice, give the Crown a written notice of interest in purchasing the former deferred selection property.
- 5.6 If the limited partnership gives, in accordance with paragraph 5.4, a notice of interest in a former deferred selection property –
- 5.6.1 the Crown must, not later than 10 working days after the date of receipt of notice, give the limited partnership all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and

PROPERTY REDRESS

5: RIGHT TO PURCHASE

- 5.6.2 the terms and conditions of the election and purchase mechanism in the relevant comprehensive settlement, apply to the former deferred selection property –
- (a) as if the date on which the Crown received the notice of interest from the limited partnership were the date on which the Crown received a notice of interest from the non-acquiring entity; and
 - (b) as if the notice were given in time under the relevant comprehensive settlement; and
 - (c) as if the limited partnership were the non-acquiring entity in the relevant comprehensive settlement; but
 - (d) subject to any variations necessary to give effect to the purpose in paragraph 5.1.

FORMER DEFERRED SELECTION PROPERTY BECOMES AVAILABLE AFTER VALUATION

- 5.7 Paragraph 5.9 applies to each former deferred selection property in respect of which either –
- 5.7.1 the non-acquiring entity gave notice that it does not elect to purchase the property and the notice was given after the property's transfer value and, if a leaseback property (as defined in the relevant comprehensive settlement) its initial annual rent, had been agreed or determined under the relevant comprehensive settlement; or
 - 5.7.2 the period during which the non-acquiring entity could have given a notice electing to purchase the former deferred selection property has expired and the non-acquiring entity did not give the notice; or
 - 5.7.3 an agreement for sale and purchase was treated as being constituted under the relevant comprehensive settlement, but was validly cancelled in accordance with its terms.
- 5.8 But paragraph 5.9 does not apply where the non-acquiring entity loses its right to acquire the former deferred selection property because the non-acquiring entity did not deliver its valuation report within the period specified in the relevant comprehensive settlement.
- 5.9 The Crown must within 30 working days of this paragraph applying to a former deferred selection property, give a notice to the limited partnership –
- 5.9.1 describing the property in the same manner it is described in the relevant comprehensive settlement; and
 - 5.9.2 enclosing all the information about the property the Crown gave to the non-acquiring entity in respect of the property as disclosure; and

PROPERTY REDRESS

5: RIGHT TO PURCHASE

- 5.9.3 enclosing all correspondence, valuation reports and other documents the Crown gave to, or received from, the non-acquiring entity in respect of the property under the valuation and election mechanisms in the relevant comprehensive settlement; and
 - 5.9.4 specifying the transfer value and, if a leaseback property, the initial annual rent payable under the leaseback, agreed or determined under the relevant comprehensive settlement for the property; and
 - 5.9.5 informing the limited partnership that the property is now available for purchase under this part.
- 5.10 Where paragraph 5.9 applies after the former deferred selection property's transfer value and, if a leaseback property its initial annual rent, were determined by arbitration, the Crown may comply with paragraph 5.9.3 by enclosing only the arbitration award.
- 5.11 The limited partnership must give the Crown written notice of whether or not they elect to purchase the former deferred selection property by no later than 20 working days after receipt of the trigger notice.
- 5.12 If the limited partnership gives a notice under paragraph 5.11 electing to purchase the former deferred selection property in accordance with this part, the Crown and the limited partnership are to be treated as having entered into an agreement for sale and purchase of the property on the same terms and conditions as the election and purchase mechanism in the relevant comprehensive settlement –
- 5.12.1 as if the non-acquiring entity had given notice to elect to purchase the property under the relevant comprehensive settlement on the day that the limited partnership gave notice under paragraph 5.11 electing to purchase the former deferred selection property; and
 - 5.12.2 as if the notice were given in time under the relevant comprehensive settlement; and
 - 5.12.3 as if the limited partnership were the non-acquiring entity in the relevant comprehensive settlement; but
 - 5.12.4 subject to any variations necessary to give effect to the purpose in paragraph 5.1.

OTHER SITUATIONS

- 5.13 Paragraph 5.15 applies to each former deferred selection property –
- 5.13.1 to which paragraphs 5.3 to 5.12 do not apply but the non-acquiring entity and the Crown agree is no longer subject to the election and purchase mechanism in the relevant comprehensive settlement; or
 - 5.13.2 to which paragraph 5.8 applies.

PROPERTY REDRESS

5: RIGHT TO PURCHASE

- 5.14 Paragraph 5.15 also applies to each former deferred selection property –
- 5.14.1 that becomes available for purchase by the limited partnership; but
 - 5.14.2 to which paragraphs 5.3 to 5.12 do not apply because the provisions of the relevant comprehensive settlement are not consistent with an application of those paragraphs.
- 5.15 The Crown must within 20 working days of this paragraph applying to a former deferred selection property, give a notice to the limited partnership –
- 5.15.1 describing the property in the same manner it is described in the relevant comprehensive settlement; and
 - 5.15.2 enclosing all the information about the property the Crown gave to the non-acquiring entity in respect of the property as disclosure; and
 - 5.15.3 enclosing all correspondence, valuation reports and other documents the Crown gave to, or received from, the non-acquiring entity in respect of the property under the valuation and election mechanism in the relevant comprehensive settlement; and
 - 5.15.4 informing the limited partnership that the property is now available for purchase under this part; and
 - 5.15.5 specifying a valuation election and purchase mechanism that gives effect to the purpose of paragraph 5.1.
- 5.16 For the avoidance of doubt, the Crown is not bound by any valuation report obtained under the relevant comprehensive settlement in respect of the former deferred selection property, and the mechanism specified under paragraph 5.15.5 may include a step of obtaining one or more valuation reports even where a report was obtained for the property under the relevant comprehensive settlement.
- 5.17 The limited partnership may, for a period of 20 working days commencing on the date of receipt of the trigger notice, give the Crown a written notice of interest in purchasing the former deferred selection property.
- 5.18 If the limited partnership gives a notice, in accordance with paragraph 5.17, the mechanism specified under paragraph 5.15.5 applies to the valuation, election to purchase, and purchase of the former deferred selection property.

ENDING OF OBLIGATIONS

- 5.19 The Crown's obligations under this part in relation to a former deferred selection property immediately cease if –
- 5.19.1 the limited partnership –

PROPERTY REDRESS

5: RIGHT TO PURCHASE

- (a) does not give notice of interest in relation to the property in accordance with paragraph 5.5 or 5.17 (whichever applies); or
 - (b) gives notice of interest in relation to the property in accordance with paragraph 5.5 or 5.17, but the limited partnership –
 - (i) gives a notice under which they elect not to purchase the property; or
 - (ii) does not give a notice electing to purchase the property in accordance with the relevant provisions of the relevant comprehensive settlement as applied by this part; 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 this part; or
 - (d) gives the Crown written notice under which it elects not to purchase the property, or the period during which the limited partnership could have given a notice has expired and the limited partnership did not give the notice; or
 - (e) does not comply with any obligation in relation to the property under the relevant provisions of the relevant comprehensive settlement as applied by this part; or
- 5.19.2 an agreement for the sale and purchase of the property is constituted under this part and the agreement is cancelled in accordance with its terms.

6 INDICATIVE EXPIRY DATES FOR INSTRUMENTS

PROPERTY REDRESS

6: INDICATIVE EXPIRY DATES FOR INSTRUMENTS

Interest	Interest Holder	Renewal Terms	Maximum Possible Expiry Date
Maungakiekie / One Tree Hill			
A memorandum of encumbrance created by D326273.1	Grant Maxwell and Christine Mary Illingworth	Term of 999 years from 3 November 1988. No rights of renewal	<u>2 November 2987</u>
An unregistered lease to Auckland Observatory and Planetarium Trust Board dated 10 May 1999	Auckland Observatory and Planetarium Trust Board	Nil	<u>1 July 2025</u>
An unregistered lease to Auckland Archery Club Incorporated dated 26 April 2005	Auckland Archery Club Incorporated	Initial term of five years commencing 4 December 2003. Two renewals of five years. First renewal exercised	<u>3 December 2018</u> (if second right of renewal is exercised). Next renewal date 4 December 2013
An unregistered lease to The Sorrento Group Limited and Neil McCormack dated 10 November 2004	The Sorrento Group Limited and Neil McCormack	Initial term of five years commencing 21 February 2004. Three renewals of five years. (Refer deed of renewal and variation of lease dated 12 January 2010). First renewal exercised	<u>20 February 2024</u> (if second and third rights of renewal are exercised). Next renewal date 21 February 2014
Maungarei / Mount Wellington			
An unregistered lease to Mt Wellington Roller Sports Club Incorporated dated 27 May 2010	Mt Wellington Roller Sports Club Incorporated	Initial term of five years commencing 1 January 2010. Two renewals of five years	<u>31 December 2024</u> (if both rights of renewals are exercised). Next renewal date 1 January 2015
Maungauika / North Head			
An unregistered guiding concession to Magic Broomstick Tours Limited held in concession number AK-29235-GUI (and referred to in the document as Magic Broomstick (Segway) Tours Limited)	Magic Broomstick Tours Limited	Nil	<u>30 November 2020</u>
An unregistered concession to Bus and Coach Association (New Zealand) Incorporated held in concession number WC-27582-LAN, PAC-11-06-442	Bus and Coach Association (New Zealand) Incorporated	Nil	<u>30 June 2020</u>
An unregistered concession to Historic Forts of Auckland Limited held in concession number AK-28245-GUI	Historic Forts of Auckland Limited	Nil	<u>30 September 2020</u>

PROPERTY REDRESS

6: INDICATIVE EXPIRY DATES FOR INSTRUMENTS

An unregistered guiding concession to Ramblers Holidays Limited (incorporated in England and Wales) held in concession number PAC-13-06-70	Ramblers Holidays Limited	Nil	<u>31 March 2013</u>
An unregistered permit for a radio repeater station to Auckland Yacht & Boating Association Incorporated	Auckland Yacht & Boating Association Incorporated	Nil	<u>11 April 2013</u>
Maungawhau / Mount Eden			
An unregistered lease to The Scout Association of New Zealand dated 30 May 2000	The Scout Association of New Zealand	Initial term of five years commencing 6 November 2003. Two renewals of five years. Second renewal exercised	<u>5 November 2013</u>
An unregistered tenancy agreement	Mr Ngarimu Blair		Terms of tenancy agreement not recorded on file
Mount Albert (Ōwairaka)			
An unregistered lease to Mountain Green Archery Club Incorporated dated 22 September 2010	Mountain Green Archery Club Incorporated	Initial term of five years commencing 1 April 2006. Two renewals of five years. First renewal exercised	<u>31 March 2021</u> (if second right of renewal is exercised). Next renewal date 1 April 2016
Mount Roskill (Pukewīwi / Puketāpapa)			
A stormwater pipe line easement created by Certificate K64304	Benefits neighbouring land (the owners of every parcel of land specified in the certificate as being served by the pipeline)	Nil	Not applicable - granted in perpetuity
A fencing agreement in Transfer A263125 (affects NA13D/812)	Affects neighbouring land (the owners of the land specified in the agreement)	Not applicable	Not applicable
An unregistered agreement dated 2005 for acquisition of land for SH20 and Winstone Park, dated 31 May 2005	Transit New Zealand	Not applicable	Not applicable

PROPERTY REDRESS

6: INDICATIVE EXPIRY DATES FOR INSTRUMENTS

Mount St John (Te Kōpuke or Tikikōpuke)			
A fencing agreement created by Transfer 154277 (affects NA671/94)	Affects neighbouring land (the owners of the land specified in the agreement)	Not applicable	Not applicable
Ōhūiarangi / Pigeon Mountain			
An unregistered lease to Pigeon Mountain Cricket Club Incorporated dated 2009	Pigeon Mountain Cricket Club Incorporated	Nil	<u>31 May 2019</u>
An unregistered lease to Young Mariners of New Zealand Incorporated dated 15 August 2000	Young Mariners of New Zealand Incorporated	Nil	<u>31 May 2020</u>
An unregistered lease to The Scout Association of New Zealand dated 17 May 1991	The Scout Association of New Zealand	Initial term of 15 years from 1 May 1991. One 15 year renewal which has been exercised	<u>30 April 2021</u>
An unregistered lease to Auckland Kindergarten Association Incorporated dated 1 November 1983	Auckland Kindergarten Association Incorporated	Nil	<u>30 September 2015</u>
Otāhuhu / Mount Richmond			
Drainage rights created by Deed 238138 (affects NA583/71)	Affects neighbouring land (the owners of the land specified in the agreement)	Not applicable	Not applicable
Water supply rights created by Deed 113190 as partially surrendered by Transfer B139544.6 (affects NA43B/507)	Affects neighbouring land (the owners of the land specified in the agreement)	Not applicable	Not applicable
A water supply right created by Transfer 653527 (affects NA43B/507)	Benefits all the land on Deposited Plan 1184	Nil	Not applicable - granted in perpetuity
An unregistered lease to Otahuhu Rovers Rugby League Football Club Incorporated dated 26 January 2011	Otahuhu Rovers Rugby League Football Club Incorporated	Initial term of five years commencing 1 September 2008. Two renewals of five years	<u>31 August 2023</u> (if both rights of renewal are exercised). Next renewal date 1 September 2013

PROPERTY REDRESS

6: INDICATIVE EXPIRY DATES FOR INSTRUMENTS

An unregistered lease to Northern Sports Car Club Incorporated dated 7 August 2009	Northern Sports Car Club Incorporated	Initial term of five years commencing 1 November 2006. Two renewals of five years. First renewal exercised	<u>31 October 2021</u> (if second right of renewal is exercised). Next renewal date 1 November 2016. Landlord is required to offer a new lease to the tenant at the end of the term in certain circumstances (see clause 2.4 of the lease)
An unregistered lease to Mt Richmond Bowling Club Incorporated (now Mt Richmond Bowls Incorporated) dated 1999	Mt Richmond Bowls Incorporated	Initial term of five years commencing 1 January 1999. Two renewals of five years. Second renewal exercised	<u>31 December 2013</u>
Takarunga / Mount Victoria			
A right of ingress, egress, and regress in favour of Auckland Harbour Board (now Ports of Auckland Limited) created by section 3(2) of the Reserves and other Lands Disposal Act 1935	Ports of Auckland Limited	Nil	Not applicable - granted in perpetuity
An unregistered lease to Devonport Folk Music Club Incorporated commencing 16 May 2009	Devonport Folk Music Club Incorporated	Initial term of 10 years commencing 16 May 2009. One renewal of 10 years	<u>15 May 2029</u> (if right of renewal is exercised). Next renewal date 16 May 2019
An unregistered lease to The Depot Incorporated dated 23 March 2006	The Depot Incorporated	Initial term of 10 years commencing 1 November 2013. No rights of renewal	<u>31 October 2013</u>
An unregistered lease to The North Shore Playcentre Association Incorporated dated 17 November 2004	The North Shore Playcentre Association Incorporated	Initial term of 10 years commencing 1 September 2003. One renewal of 10 years	<u>31 August 2023</u> (if right of renewal is exercised). Next renewal date 1 September 2013
An unregistered lease to Michael King Writers' Studio Trust dated 12 September 2010	Michael King Writers' Studio Trust	Initial term of 10 years commencing 20 June 2005. One renewal of 10 years	<u>19 June 2025</u> (if right of renewal is exercised). Next renewal date 20 June 2015
Te Tātua-a-Riukiuta (Big King)			
A sewage easement created by Certificate K61272	Benefits neighbouring land (land over or through which the pipeline passes)	Nil	Not applicable - granted in perpetuity

PROPERTY REDRESS

6: INDICATIVE EXPIRY DATES FOR INSTRUMENTS

Nga Pona-toru-a-Peretū			
An unregistered concession to Fullers Group Limited held in concession number PAC-02-06-06	Fullers Group Limited	Initial term of six years from 19 May 1998. First right of renewal for a term of six years. Second right of renewal for a term of three years. Both renewals exercised	<u>31 December 2012</u> (note concession document incorrectly refers to 31 December 2013)
An unregistered concession to Antipodes Travel Limited held in concession number PAC/13/06/229	Antipodes Travel Limited	Nil	<u>19 October 2013</u>
An unregistered concession to ANZ Nature Tours Limited held in concession number TT-28206-GUI	ANZ Nature Tours Limited	Nil	<u>2 October 2020</u>
An unregistered concession to Auckland Sea Kayaks Limited held in concession number AK-29563-GUI	Auckland Sea Kayaks Limited	Nil	<u>31 March 2021</u>
An unregistered concession to Glenn and Les Handley held in concession number AK-26910-OTH	Glenn and Les Handley	Nil	<u>30 June 2014</u>
An unregistered concession to Tom McMurdo held in concession number AK-27618-GUI (and referred to in that document as Hopper McMurdo Partnership)	Tom McMurdo	Nil	<u>30 June 2020</u>
An unregistered concession to Ian Ferguson Marine Sports Centre Limited (now Ferg's Kayaks Limited) held in concession number AK-31171-GUI	Ferg's Kayaks Limited	Nil	<u>31 August 2021</u>
An unregistered concession to Motutapu Island Restoration Trust held in concession number AK-28055-SSE	Motutapu Island Restoration Trust	Nil	<u>30 October 2015</u>
An unregistered concession to Rangitoto Island Historic Conservation Trust held in concession number AK-25549-GUI	Rangitoto Island Historic Conservation Trust	Nil	<u>31 March 2015</u>

PROPERTY REDRESS

6: INDICATIVE EXPIRY DATES FOR INSTRUMENTS

An unregistered concession to Waitemata Honey Co Limited held in concession number AK-26786-OTH (and referred to in that document as Waitemata Honey Company Limited)	Waitemata Honey Co Limited	Nil	<u>31 January 2014</u>
An unregistered concession to C & E Tours Limited held in concession number CA-25567-GUI	C & E Tours Limited	Nil	<u>31 October 2014</u>
Subject to the right for clients and invitees of the concessionaire to use any part of the reserve for recreation purposes as provided for in clause 42 of Schedule II of an unregistered concession to Motutapu Outdoor Education Trust (relating to Motutapu Island Recreation Reserve) held in concession number AK-0002-ACC (and referred to in that document as Motutapu Outdoor Education Camp Trust)	Motutapu Outdoor Education Trust	Initial term of six years from 1 July 1999. Three rights of renewal of six years each. First two renewals exercised	<u>30 June 2023 (if third right of renewal is exercised). Next renewal date 1 July 2017</u>
An unregistered concession to Outdoor Discoveries (2009) Limited held in concession number AK-34230-GUI	Outdoor Discoveries (2009) Limited	Nil	<u>31 July 2022</u>
Islington Bay Hall property			
Subject to the right for clients and invitees of the concessionaire to use any part of the reserve for recreation purposes as provided for in clause 42 of Schedule II of an unregistered concession to Motutapu Outdoor Education Trust (relating to Motutapu Island Recreation Reserve) held in concession number AK-0002-ACC (and referred to in that document as Motutapu Outdoor Education Camp Trust)	Motutapu Outdoor Education Trust	Initial term of six years from 1 July 1999. Three rights of renewal of six years each. First two renewals exercised	<u>30 June 2023</u>

PROPERTY REDRESS

7: DEPARTMENT OF BUILDING AND HOUSING PROTOCOL

7 DEPARTMENT OF BUILDING AND HOUSING PROTOCOL

- 7.1 If the Crown intends to:
- 7.1.1 develop land it owns that is subject to the RFR to achieve, or assist in achieving, the Crown's social objectives in relation to housing or services related to housing; and
 - 7.1.2 involve a party other than the Crown (including a private buyer or Crown body) in that development,
- the Department shall first provide the limited partnership the opportunity to be the developer, subject to meeting the intended Crown social objectives in relation to housing or services related to housing, and on such terms as might be offered to the private sector.
- 7.2 The opportunity will be provided in a letter from the Department to the limited partnership inviting the limited partnership to make a proposal to develop the land. The letter will set out the terms and conditions the proposal must meet, including any known requirements for the development.
- 7.3 If the limited partnership does not accept or meet the terms and conditions of the Crown's invitation, or the Crown determines that the proposal submitted will not meet the intended objectives, the Crown may sell land to a private party under the RFR exception or transfer the land to a Crown body.
- 7.4 The Crown will endeavour in good faith to provide the limited partnership with the opportunities set out in this protocol. The Crown reserves the right to trigger the RFR exception or transfer land to a Crown body without first making an offer under this protocol in circumstances where:
- 7.1.3 achievement of Crown's social objectives in relation to housing or services related to housing in the opinion of the Department would be frustrated in whole or in part by exercising the protocol; and/or
 - 7.1.4 Crown's social objectives in relation to housing or services related to housing would be achieved, but applying the protocol would substantially increase cost or reduce efficiency for the Crown.
- 7.5 In this part:
- 7.1.5 "**Crown**" and "**Crown body**" are as defined in the Tāmaki Makaurau collective legislation;
 - 7.1.6 "**RFR exception**" means section 135 of the draft bill; and
 - 7.1.7 land owned by the Crown does not include Housing New Zealand Corporation land.
- 7.6 The Department considers that its obligations under this protocol have already been met in respect of land at Weymouth currently set apart for state housing purposes.