

Crown offer of settlement redress available to Ngāti Kahu for a settlement of historical claims

31 July 2013

Historical account, Crown acknowledgements and apology

1. The Crown will develop, with Ngāti Kahu, an agreed historical account of those aspects of the historical relationship between the Crown and Ngāti Kahu which have caused grievance. These include:
 - 1.1 Flaws in the investigation of the pre-Treaty transactions which resulted in Te Hiku iwi losing land including vital kainga and cultivation areas;
 - 1.2 The Crown's policy and practice in relation to the retention of "surplus" lands';
 - 1.3 Pre-1865 land transactions;
 - 1.4 The operation and impact of the native land laws; and
 - 1.5 Administration of twentieth century land laws, including failures of consolidation, title reform and development schemes to provide expected benefits (while often depriving Ngati Kahu of control areas of their remaining land).
2. The Crown will acknowledge Crown actions or omissions that were in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles and the effects of those actions.
3. The Crown offer will also include an apology to Ngāti Kahu for Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Cultural redress

Cultural redress sites to be vested in Ngāti Kahu

4. The Crown will vest the following cultural redress properties in the Ngāti Kahu governance entity upon settlement:

	Property Name	Legal Description	Conditions
1	Maitai Pā	3.8 hectares, approximately, being Part Section 1 Block I Karikari Survey District. Subject to survey.	To vest in fee simple
2	Maitai Bay dune area (in front of farm block)	4.1 hectares, approximately, being Part Section 1 Block I Karikari Survey District. Subject to survey.	To vest in fee simple subject to access easements over established public access-ways.
3	Part Puwheke Recreation Reserve	66.4 hectares, approximately, being Part Sections 16 and 18 Block IV Karikari Survey District. Subject to survey.	To vest in fee simple subject to access easement over summit track.
4	Part Mangonui Domain Recreation Reserve	2.7 hectares, approximately, being Parts Section 9 Block V Mangonui Survey District. Subject to survey.	To vest in fee simple.
5	Part Mangonui Conservation Area	0.55 hectares, approximately, being Part Allotment 294 Town of Mangonui. Subject to survey.	To vest in fee simple.
6	Part Mangatete Conservation Area	9.3 hectares, approximately, being Part Section 7 Block XI Rangaunu Survey District. Subject to survey.	To vest in fee simple. Right of way easement to be provided subject to Crown obtaining agreement of adjoining owners.
7	Maitai Bay Farm Paddock (including a house and water tanks)	18.7 hectares, approximately, being Part Section 1 Block I Karikari Survey District. Subject to survey.	To vest in fee simple subject to a conservation (open space) covenant.
8	Maitai Bay Inland Pā	1.8 hectares, approximately, being Part Section 1 Block I Karikari Survey District. Subject to survey.	To vest in fee simple subject to a conservation covenant for public access.
9	Part Otangaroa Conservation Area	89.6600 hectares, more or less, being Section 1 SO 62458, Section 2 SO 62459 and Section 3 SO 62460.	To vest in fee simple subject to a conservation covenant and walking access easements over Kohumaru Station and those parts of the Otangaroa Conservation Area to be vested in Ngāti Kahu.
10	Rangikapiti Pā Historic Reserve	34.4 hectares, approximately, being Allotment 131 Parish of Mangonui. Subject to survey.	To vest in fee simple subject to retention of existing historic reserve status under the Reserves Act 1977.

	Property Name	Legal Description	Conditions
11	Taumarumaru Recreation Reserve	22.1 hectares, approximately, being Part Lot 1 DP 42938 and Part Lot 1 DP 61819. Subject to survey.	To vest in fee simple subject to retention of existing recreation reserve status under the Reserves Act 1977 and to rights to drain sewage created by existing transfers.
12	Part Puwheke Recreation Reserve	75.21 hectares, approximately, being Part Sections 16 and 18, and Section 17 Block IV Karikari Survey District. Subject to survey.	To vest in fee simple subject to scenic reserve status under the Reserves Act 1977.
13	Karikari Conservation Area	155.5 hectares, approximately, being Parts Sections 5, 6, 7, 8, 9, and 10 Block IV Karikari Survey District. Subject to survey.	To vest in fee simple subject to scenic reserve status under the Reserves Act 1977 and drainage easements created by C.310298.2.
14	Lake Waiporohita Scenic Reserve	10.9 hectares, approximately, being Section 1 SO 64697 and Bed of Lake Waiporohita. Subject to survey.	To vest in fee simple subject to retention of existing scenic reserve status under the Reserves Act 1977 and proposed deed of water supply easements.
15	Part Mangonui Conservation Area	2.15 hectares, approximately, being Part Allotments 168, 169, 170, 176, 177, 178, 179 and 180, and Allotments 153, 171, 172, 173, 174 and 175 Town of Mangonui. Subject to survey.	To vest in fee simple subject to historic reserve status under the Reserves Act 1977, to be amalgamated with Rangikapiti Pā.
16	Paranui Scenic Reserve	264.1029 hectares, more or less, being Allotments 30, 40 and Parts Allotment 41 Parish of Oruru. 100.8870 hectares, more or less, being Allotment 75 Parish of Oruru and Allotments 15, 154, 156 and 184 Parish of Kaiaka.	To vest in fee simple subject to retention of existing scenic reserve status and subject to any agreed co-governance arrangement.
17	Part Maitai Bay Recreation Reserve (including Maitai Bay Campground)	9.2 hectares, approximately, being Part Section 1 Block I Karikari Survey District. Subject to survey.	To vest in fee simple subject to retention of existing recreation reserve status and a 99 year lease to the Department of Conservation over the existing campground (8.4 hectares, approximately) at a peppercorn rental. Any future extension of the campground will require the agreement of Ngāti Kahu and will be at a peppercorn rental.

	Property Name	Legal Description	Conditions
18	Lake Rotokawau and Lake Rotopotaka lakebeds	65 hectares, approximately, being Bed of Lake Rotokawau. Subject to survey. 20 hectares, approximately, being Bed of Lake Rotopotaka. Subject to survey.	As set out in para 26(c) of the Ngāti Kahu AIP 2008.
19	Otamawahakaruru Urupā	8.0937 hectares, more or less, being Allotment 40 PSH of Waiake.	To be confirmed (title held by Public Trustee).
20	Wāhi tapu and archaeological areas within Rangiputa Station	335 hectares, location to be confirmed.	To vest in fee simple.

5. The Crown offers to vest 40 hectares, being the peak of Maungataniwha, jointly in Ngāti Kahu, Te Rarawa, and Ngāpuhi, subject to a conservation covenant. Further discussion between the parties will take place with regard to the proposed vesting, including the extent and manner of the proposed vesting.
6. Ngāti Kahu and the Crown will explore the following cultural redress:
 - 6.1 with the Far North District Council, vesting the Takahue Domain Recreation Reserve in Ngāti Kahu, on the condition that the overlapping interests of Te Rarawa in the Takahue area are resolved;
 - 6.2 the possible alteration of existing place names or the assigning of new place names within the Ngāti Kahu Area of Interest, in consultation with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa and in accordance with the functions and practices of that Board; and
 - 6.3 redress which provides for the recognition of Otako as a tauranga waka for Mamaru.
7. The vesting of cultural redress properties is to be subject to paragraph 27 of the Ngāti Kahu 2008 AIP.

Cultural endowment

8. The Crown offers Ngāti Kahu a endowment fund of \$0.380 million to pursue iwi cultural development. Should additional cultural redress properties be added to the Ngāti Kahu settlement package the endowment will be reduced by the value of those properties.

Co-governance arrangements for public conservation land

9. The Crown offers to explore the development with Ngati Kahu of a co-governance arrangement in recognition of Ngati Kahu's manawhenua association with approximately 4,240 hectares of public conservation land in their exclusive area of interest.
10. The Crown also offers Ngāti Kahu the opportunity to participate in the Korowai Atawhai Mō Te Taiao / Korowai for enhanced conservation. The Korowai redress is set out in **Attachment 1**.
11. Among other things the Korowai provides for a Te Hiku Conservation Board to be established with equal numbers appointed by Te Hiku iwi and the Crown. If Ngāti Kahu agrees a Ngāti Kahu representative will participate in the Board. The Board will among other things recommend the approval of a new Te Hiku section of the Northland Conservation Management Strategy relating to public conservation land within the area covered by Te Korowai.
12. The Korowai does not at present extend to the exclusive Ngāti Kahu area of interest. However the Korowai instrument provides for the Conservation Management Strategy to be reviewed if Ngati Kahu agrees to extend the Korowai over that area.
13. Once settlement legislation for at least three Te Hiku iwi has been enacted, if Ngāti Kahu settlement legislation has not been enacted, Ngāti Kahu will be invited by the Minister for Treaty of Waitangi Negotiations to participate in the Korowai on an interim basis until such time as Ngāti Kahu settlement legislation is enacted.

Te Oneroa a Tōhē / Ninety Mile Beach Redress

14. The Crown offers Ngāti Kahu participation in Te Oneroa a Tōhē redress. This redress is set out in **Attachment 2** and includes:

- 14.1 Settlement legislation for those Te Hiku iwi who have signed deeds of settlement will create a board (Te Oneroa-a-Tōhē Board) which will have 50% iwi members and 50% local authority members (depending on the number of iwi participating this may include one Te Hiku Community Board member);
 - 14.2 Iwi will chair the Board;
 - 14.3 The Board will be a permanent joint committee of the Northland Regional Council and Far North District Council (this is a functional arrangement);
 - 14.4 Decision making will be by 70% majority;
 - 14.5 The Board will provide governance and direction in order to promote the use, development and protection of the Te Oneroa-a-Tōhē / Ninety Mile Beach management area and its resources in a manner which ensures the environmental, economic, social, spiritual and cultural wellbeing for present and future generations;
 - 14.6 The Board will be responsible for developing a Beach Management Plan. It will publicly notify the plan and seek submissions on it. The Plan will be recognised and provided for in the next revisions of the relevant Regional Policy Statement, Regional Plan and District Plan; and
 - 14.7 The iwi members of the Board will appoint up to half of the hearing panel for consent applications within the beach management area.
15. Once settlement legislation for at least three Te Hiku iwi has been enacted, if Ngāti Kahu settlement legislation has not been enacted, Ngāti Kahu will be invited by the Minister for Treaty of Waitangi Negotiations to participate in Te Oneroa a Tōhē redress on an interim basis until such time as Ngāti Kahu settlement legislation is enacted.
 16. The Crown offers \$137,500 to Ngāti Kahu on settlement date in recognition of historical and cultural associations with Te Oneroa-a-Tōhē. The payment will be made by the Crown directly to Te Hiku o Te Ika Development Trust.

Te Hiku o Te Ika Development Trust will apply the payment for the purposes of:

- 16.1 the installation of interpretative signs;
- 16.2 the raising of pouwhenua at Waipapakauri; and
- 16.3 regeneration activities along Te Oneroa-a-Tōhē and Te Ara Wairua.

Social Development and Wellbeing Accord

- 17. Ngāti Kahu is offered to become a party to the Te Hiku o Te Ika Iwi – Crown Social Development and Wellbeing Accord. The text of the Accord is **Attachment 3**. The Accord sets out processes by which the Crown and Te Hiku iwi agree to work toward improving a range of social development outcomes for Te Hiku iwi.
- 18. Ngāti Kahu may become a party to the Accord at any time by providing written notice to all parties. This is not dependant on agreement to a settlement of historical claims.
- 19. Should Ngāti Kahu become a party to the Accord the Crown will pay Te Hiku o Te Ika Iwi Development Trust \$812,500 to support the engagement by Ngāti Kahu in the implementation of the Social Accord.

Protocols

- 20. The Crown offers the development of Crown protocols to be issued by the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage, and the Minister of Energy in relation to interaction by the relevant government agencies with Ngāti Kahu in exercising their functions and duties, including Ngāti Kahu input into decision-making processes.

Commercial redress

Financial and Commercial Redress Amount

- 21. The Crown offers Ngāti Kahu a financial and commercial redress amount of \$23.04 million as provided in the Te Hiku AIP 2010.
- 22. As provided in the Te Hiku AIP 2010 \$4.80 million of the financial and commercial redress amount is to be transferred to the Ngāti Kahu

governance entity as an on-account payment on the date a Ngāti Kahu deed of settlement is signed.

23. Interest is to be paid on the financial and commercial redress amount as provided in the Te Hiku AIP 2010.

Commercial redress properties - farms

24. From the financial and commercial redress amount Ngāti Kahu may as provided in the Te Hiku AIP 2010 choose to purchase:

Property Name	Legal Description	Transfer Value
Rangiputa Station	3365 hectares, approximately, being Part Lots 1, 2 and 15 and Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 DP 172526, Lot 1 DP 148402, Lot 1 DP 355293 and Sections 12, 13 and 18 SO 316785. Subject to survey. This excludes the 335 hectares approximately wāhi tapu areas which will be gifted to Ngāti Kahu. Total Farm area 3700 hectares approximately.	\$ 4.10 million
Kohumaru Station (subject to resolution of overlapping claims)	944.7389 hectares, approximately being Allot 170 PSH OF Mangonui, Sec 1 SO 62833, Sec 1 SO 65489, Sections 1,2,3,4,5,6-14,15 and 17 SO 64017. Subject to survey.	\$ 0.68 million

Commercial redress properties – Crown forest lands

25. From the financial and commercial redress amount Ngāti Kahu may as provided in the Te Hiku AIP 2010 choose to purchase.

Property Name	Legal Description	Transfer Value
Mangonui Blocks-Aupōuri Crown Forest Lands	776.7744 hectares, approximately, being Lot 2 DP 105103, Lot 1 DP 136797, Lot 1 DP 136798, Lot 1 DP 136799, Lot 1 DP 136800, Lot 2 DP 136801, Lot 3 DP 136802. Subject to survey.	To be agreed
Kohumaru Blocks-Otangaroa Crown Forest Lands (subject to resolution of overlapping claims)	544.0480 hectares, more or less, being Lots 1-3 DP 136873 and Lot 1 DP136874.	To be agreed

26. In accordance with the agreement reached between Te Hiku iwi, Ngāti Kahu will receive 20% of the accumulated Crown forestry rentals associated with

the total Aupōuri Crown forest land area to be transferred to Te Hiku iwi. The total accumulated rentals for the Aupōuri Crown forest lands are currently approximately \$11,353,888, of which 20% is approximately \$2,270,777.

27. Subject to resolution of overlapping claims, accumulated rentals associated with the Kohumaru Blocks of the Otangaroa Crown forest would also transfer (currently approximately \$380,000).
28. Ngāti Kahu will be entitled to any New Zealand units (NZUs) associated with any purchase of the above-mentioned Crown forest lands.

Office of Treaty Settlements Landbank properties

29. The Crown will provide Ngāti Kahu with the opportunity to purchase from their financial redress amount the following OTS Landbank properties on the terms set out in Te Hiku AIP 2010 upon the Crown and Ngāti Kahu agreeing to the transfer values for any of the properties.

	Property	Legal Description	Note
1	Off Tohanga Road, Lake Ohia	3.3386 hectares, more or less, being Section 16 Block VIII Rangaunu Survey District. All <i>Gazette</i> 1993 p168.	
2	Off Tohanga Road, Lake Ohia	2.0461 hectares, more or less, being Section 11 Block VIII Rangaunu Survey District. All <i>Gazette</i> 1994 p1071.	
3	23 Colonel Mould Drive, Mangonui	0.1139 hectares, more or less, being Lot 3 DP 81576. All computer freehold register NA87A/278.	
4	State Highway 10, Mangonui	8.7946 hectares, approximately, being Part Lot 1 DP 106559. Subject to survey. Balance transfer C987139.	
5	SH10 and Wrathall Rd, Mangonui	0.2670 hectares, more or less, being Lot 1 DP 164400. All computer freehold register NA99A/504.	
6	4 Wrathall Rd, Mangonui	0.4320 hectares, more or less, being Lot 2 DP 164400. All computer freehold register NA99A/505.	
7	6 Haekaro Lane, Coopers Beach	0.1146 hectares, more or less, being Lot 4 DP 60617. All computer freehold register NA17C/676.	

8	5975 State Highway 10, California Hill, Kareponia	0.3 hectares, approximately, being Part Kareponia 1B2B. Balance computer freehold register NA602/173. Subject to survey.	Note Te Hiku AIP incorrectly described this property as 0.7152 ha.
9	21A Parkdale Cres, Kaitaia	0.1398 hectares, more or less, being Lot 49 DP 77073. All computer freehold register NA111B/27.	
10	Cnr Puckey Ave and Taafe St, Kaitaia	0.1408 hectares, approximately being Part Lot 289 DP 14289. Balance computer freehold register NA4B/914. Subject to survey. 0.1652 hectares, more or less, being Part Lots 290 and 291 DP 14289. All computer freehold register NA1696/88. 0.1075 hectares, more or less, being Part Lots 290 and 291 DP 14289. All computer freehold register NA741/150	The legal description in Te Hiku AIP 2010 omitted a third parcel of 0.1075 hectares. That parcel is added here.
11	5 Mary Ann Place, Kaitaia	0.0904 hectares, more or less, being Lot 19 DP 69291. All computer freehold register 490885.	This is a new property (former police residence) landbanked post-Te Hiku AIP 2010.

Land Information New Zealand properties

30. The Crown will provide Ngāti Kahu with the opportunity to purchase from their financial and commercial redress amount 20 LINZ properties on the terms set out in Te Hiku AIP 2010.

	Legal Description	Address
1	3.0 hectares, approximately, being Part Crown Land SO 18873. Subject to survey.	Sand Dunes - Tokerau Beach.
2	1.3341 hectares, approximately, being Closed Road (SO 41655) Block V Rangaunu SD. Subject to survey.	Inland Road, Tokerau Beach.
3	6.0703 hectares, approximately, being Section 74 Block II Mangonui S.D. Subject to survey.	Temahana.
4	0.4619 hectares, approximately, being Crown Land Block II Mangonui SD. Subject to survey.	Adjacent to Taemaro Road.
5	0.2062 hectares, approximately, being Crown Land. Subject to survey.	SH 10, Coopers Beach.
6	0.0452 hectares, approximately, being Crown Land Block V Mangonui SD. Subject to survey.	16 Wrathall Road, Mangonui.
7	0.0071 hectares, more or less, being Section 47 Block V Mangonui SD (SO 42677).	21 Wrathall Road, Mangonui.
8	0.0600 hectares, being Crown Land (Old bed Mangonui Harbour).	Oparihi Road, Mangonui.

9	0.7000 hectares, approximately, being Section 1 SO 61306. Subject to survey.	off SH10 (Waterfront Drive), Mangonui
10	0.5792 hectares, approximately, being Crown Land (SO 28509) Block IX Rangaunu SD (adjoining Lots 1 and 2 DP 192174). Subject to survey.	Parapara Road, Rangaunu.
11	1.3750 hectares, approximately, being Crown Land Block VII Rangaunu SD. Subject to survey.	Mangatete Road, Rangaunu .
12	0.0371 hectares, more or less, being Closed Road Block VIII Mangonui SD (SO 38461).	Paranui Road, Paranui.
13	0.8346 hectares, approximately, being Crown Land Block XII Rangaunu SD. Subject to survey.	Pukerau Road, Rangaunu.
14	0.1105 hectares, approximately, being Crown Land adjoining Hikurangi Block, Block VIII Mangonui SD. Subject to survey.	Off Paranui Road, Taipa.
15	0.0835 hectares, approximately, being Crown Land (adjoining Part Allot 2 Parish Of Oruru).	Garton Road, Mangonui.
16	0.5210 hectares, more or less, being Allotments 171 and 172 Parish of Mangonui (SO 29961).	Kenana Rd (Tipa Tipa Road) Mangonui.
17	0.0758 hectares, approximately, being Part Section 1 Block X Mangonui SD (SO16442). Subject to survey.	Kenana Rd (Tipa Tipa Rd), Mangonui.
18	0.0785 hectares, approximately, being Parts Closed Road (SO 17630 - adjoining Section 2 Block I Maungataniwha SD). Subject to survey.	Blue Gorge Road, Kaiaka.
19	0.0174 hectares, approximately, being Part Kaiaka Block. Subject to survey.	Fairburn Road, Kaiaka.
20	2.5615 hectares, more or less, being Sections 1, 2 and 3 SO 48743, Block V Maungataniwha SD. Subject to survey.	Honeymoon Valley Road, Peria.

31. Any sites not purchased by Ngāti Kahu as part of their Treaty settlement will be available for a right of first refusal, discussed below, should LINZ choose to dispose of the property.

Ministry of Education sale and leaseback properties

32. The Crown offers Ngāti Kahu the opportunity to purchase and lease back the following school properties on the terms set out in Te Hiku AIP 2010. As the properties are non-surplus (ie they are still required for school purposes), the properties must be leased back to the Crown (on terms agreed between the Crown agency and Ngāti Kahu).

School site	Legal Definition	Current owner
Mangonui School	1.9185 hectares, approximately being Allotments 48, 49, 50, 51, 52, 53 and 297 and Part Allotment 54 Town of Mangonui.	Ministry of Education

Pamapurua School	2.0234 hectares, more or less, being Pamapurua B2.	Ministry of Education
Taipa Area School	3.3885 hectares, more or less, being Allotments 2, 3, 14,16, 17 and 18 of Section 2 Village of Taipa, Allotment 28 Parish of Taipa and Lot 17 DP 51192.	Ministry of Education
Kaingaroa Primary School	1.8082 hectares, more or less, being Lots 1 and 2 DP 38912 and Section 8 Block XI Rangaunu Survey District.	Ministry of Education
Ōturu School	1.2164 hectares, approximately, being Part Ōturu 2D1, Part Ōturu 2D1C and Parts Ōturu 2D3A. Subject to survey.	Ministry of Education
Peria School	1.8033 hectares, more or less, being Lot 1 DP 36859.	Ministry of Education
Rangiawhia Kura Kaupapa	1.8196 hectares, approximately being Part Parakerake. All Gazette 1955 page 1422. Subject to survey.	Ministry of Education

33. Any site not purchased by Ngāti Kahu as part of their Treaty settlement will be available for right of first refusal should the Crown choose to dispose of the property.

Deferred Selection Properties

34. The Crown offer provides Ngāti Kahu with the opportunity to purchase certain properties that have been set aside for Ngāti Kahu and NgāiTakoto and/or Te Rarawa to purchase (if they so choose) at a future date. These are referred to as Deferred Selection Properties (DSP).
35. These properties are included in the NgāiTakoto and Te Rarawa deeds of settlement. However the Crown has provided for a 30-month moratorium, from the settlement dates of those iwi, on the landholding agency offering the property to NgāiTakoto and/or Te Rarawa. If Ngāti Kahu have not reached a settlement by the end of the moratorium Ngāti Kahu's right to participate in the DSP will end and Te Rarawa and NgāiTakoto will have a 6 month period in which to give notice to the Crown of their intention to purchase the property. If Ngāti Kahu does settle in the moratorium period the property will

be offered to Ngāti Kahu and the other iwi for transfer at the Ngāti Kahu settlement date.

36. The deferred selection properties are:

Property	Current Owner	Legal Definition	Transfer type	Sharing iwi
42 Church Rd, Kaitaia	OTS	0.1702 hectares, more or less, being Lots 2 and 3 DP 55296. All computer freehold register NA112A/730.	Sale	NgaiTakoto and Te Rarawa
Kaitaia School	Ministry of Education	2.2658 hectares, approximately, being Part Old Land Claim 242, Parts Lot 16 DP 405, Part Lot 16 DP 22615, Part Lot 17 DP 909. All <i>Gazette</i> notice 294191.1. Subject to survey. 0.4778 hectares, approximately, being Part Lot 10 DP 61707. Balance <i>Gazette</i> notice 078355. Subject to survey. 2.8968 hectares, approximately, being Part Lot 10 DP 61707. Balance <i>Gazette</i> notice 736393.1 Subject to survey.	Sale and lease back	NgaiTakoto and Te Rarawa
Kaitaia Intermediate	Ministry of Education	1.9469 hectares, approximately, being Parts Lot 3 DP 29054 and Lot 1 DP 33128. All Proclamation 15934. Subject to survey. 4.0997 hectares, approximately being Parts Lot 3 DP 29054. All Proclamation 14658. Subject to survey.	Sale and lease back	NgaiTakoto and Te Rarawa

Property	Current Owner	Legal Definition	Transfer type	Sharing iwi
Kaitaia College	Ministry of Education	<p>7.9587 hectares, approximately, being Part Allotment 71 Parish of Ahipara. Part computer freehold register NA962/30. Subject to survey.</p> <p>0.3500 hectares, more or less, being Lot 1 DP 193961. All computer freehold register NA123A/417.</p> <p>5.2351 hectares, approximately, being Parts Old Land Claim 7. All <i>Gazette</i> notice 19674. Subject to survey.</p> <p>0.1073 hectares, approximately, being Closed Road (SO 52852). All <i>Gazette</i> notice 579123.1. Subject to survey.</p> <p>0.0483 hectares, approximately, being Stopped Road (SO 45142). All <i>Gazette</i> notice D472616.1. Subject to survey.</p>	Sale and lease back	NgaiTakoto and Te Rarawa
Kaitaia Courthouse	Ministry of Justice	0.3792 hectares, more or less, being Lot 1 DP 177374. All computer freehold register NA109B/539.	Sale and lease back	NgaiTakoto and Te Rarawa
Te Kura Kaupapa Māori o Te Rangi Aniwaniwa	LINZ	<p>2.1950 hectares, approximately, being Part Allotments 1 and 4 Awanui Parish. Part <i>Gazette</i> notice A521077. Subject to survey.</p> <p>0.40 hectares, approximately, being Part Closed Road (adjoining Part Allotments 1 and 4 Awanui Parish). Balance <i>Gazette</i> notice A542631. Subject to survey.</p>	Sale (subject to continued use as a kura kaupapa)	NgāiTakoto (50/50 ownership)

Property	Current Owner	Legal Definition	Transfer type	Sharing iwi
Kaitaia Airport	LINZ	78.44 hectares, approximately, being Part Allotments 1, 4, 5, 6, 7, 9, 10 and 13 Awanui Parish. Part <i>Gazette</i> notice A521077. Subject to survey. 4.84 hectares, approximately, being Part Closed Road (adjoining Part Allotments 1, 4, 5, 6, 8, 9, 10 and 13 Awanui Parish). Part <i>Gazette</i> notice A542631. Subject to survey.	Sale (subject to continued use as an airport)	Ngāi Takoto (50/50 ownership)

Right of First Refusal

37. The Crown offer provides Ngāti Kahu with the Right of First Refusal (RFR) for 172 years from settlement date over properties set out in **Attachment 4**. The attachment lists two categories of RFR property: RFR properties exclusive to Ngāti Kahu and RFR properties shared by Ngāti Kahu and other iwi. The right of first refusal will also extend to LINZ properties offered exclusively to Ngāti Kahu but not purchased as part of the Treaty settlement and Ministry of Education properties offered exclusively to Ngāti Kahu but not purchased (and leased back) as part of the Treaty settlement.
38. Except for HNZC properties, the RFR is proposed as a two-stage mechanism. This was agreed under the Te Hiku 2010 AIP and refined in negotiations between the Crown and Te Hiku iwi. The first stage is an initial offer to iwi in whose area of interest the property is located. This may be a single iwi (which can be only Te Rarawa or Ngāti Kahu, as only they have exclusive areas of interest in Te Hiku) or multiple iwi where claim areas overlap. If the property is not accepted for purchase within a set timeframe the site will be offered at stage two to remaining Te Hiku iwi. If a purchase decision is not made within a set time frame the property will go on the open market.
39. The HNZC RFR has no second stage offer to remaining iwi.
40. Where part of a Department of Conservation administered reserve is offered for vesting in Ngāti Kahu, the entire area of the reserve (including the area to be vested) is given in Attachment 4. The areas and legal descriptions of

sites that are to vest and sites that are subject to RFR will be separated out in a deed of settlement.

41. In areas where the Ngāti Kahu area of interest overlaps with other Te Hiku iwi areas of interest, the operation of the RFR in the overlapping area will not commence for a period of 24 months after the settlement date of the first participating iwi. This gives a period for Ngāti Kahu to enter into a negotiated settlement with the Crown and join the RFR mechanism. After 24 months the the properties may (if a landholding agency wishes to dispose of a property) be offered for sale to the other participating iwi.

Terms and conditions

42. Terms and conditions of offer set out in the Ngāti Kahu AIP 2008, including without limitation clause 27 and 28, and the Te Hiku AIP 2010, including without limitation Schedules 2, 9, 10, 11, 12 and 13, apply to this offer.
43. Offers related to transfer or vesting of properties are subject to terms and conditions to be specified in a deed of settlement which will be similar to those in recent deeds of settlement providing for similar transfers and vestings.