



Standard for disposal of land held for a public work

LINZS15000

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Table of contents

TERMS AND DEFINITIONS	5
FOREWORD	8
1 SCOPE.....	10
2 INTENDED USE OF STANDARD	10
3 CONFLICT OF INTEREST.....	11
4 RESOURCE MANAGEMENT ACT SUBDIVISION CONSENT	11
5 VENDOR AGENCY NO LONGER REQUIRES LAND FOR A PUBLIC WORK .	12
5.1 General	12
5.2 Notification to LINZ	12
5.3 Withdrawal or change in circumstances	13
6 SETTING APART UNDER S 52 OF THE PWA.....	14
7 TRANSFER TO A LOCAL AUTHORITY UNDER S 50 OF THE PWA	15
7.1 Application to LINZ	15
7.2 Document to effect transfer of land	15
8 REQUIREMENT TO OFFER BACK UNDER S 40 OF THE PWA	16
8.1 Consideration of grounds for exemption	16
8.2 Land acquired by separate acquisitions	16
8.3 Land used for successive public works.....	16
8.4 Offer of land to adjacent owner.....	16
9 IDENTIFICATION OF PERSON FOR OFFER BACK	17
9.1 General	17
9.2 The former owner was a company or other legal entity.....	17
9.3 The former owner has died.....	17
9.4 More than one successor is identified	17
9.5 Successor in title	17
9.6 There is no person to make an offer back to	17
10 DATE AND VALUATION OF OFFER BACK.....	18
10.1 Reasons for effective date	18
10.2 Preparation of valuation	18
10.3 Offering at less than current market value.....	18

1 1	TERMS AND CONDITIONS OF OFFER BACK.....	19
11.1	Form of offer back	19
11.1.1	Form	19
11.1.2	Offer back of land owned by State-Owned enterprises and Crown entities	19
11.2	Offer back submitted to LINZ for execution.....	19
1 2	MAKING AN OFFER BACK	20
12.1	Covering letter	20
12.2	Ngāti Tūrangitukua	20
12.3	No assignment of offer back	20
12.4	Extension to the offer back period	20
1 3	CONCLUDING THE OFFER BACK PROCESS	21
13.1	Offer back accepted	21
13.2	Offer back declined or lapsed.....	21
13.3	Approval required for referring to Land Valuation Tribunal.....	21
1 4	OFFER BACK FOR FORMER MĀORI LAND	22
14.1	Determination of mechanism to effect offer back	22
14.2	Application for vesting order	22
1 5	DISPOSAL OF GIFTED LAND.....	23
15.1	General	23
15.2	Identification of gifted land.....	23
15.3	Approval to return land for nil consideration.....	23
15.4	Seeking appropriation.....	24
15.5	Offer to donor	24
15.6	Concluding the gifted land policy process.....	25
15.6.1	Reimbursement to vendor agency	25
15.6.2	Land not returned to the donor	25
1 6	NGĀTI WHAKAUE GIFTED LANDS POLICY	26
16.1	Change in use of the land.....	26
16.2	Where land has improvements.....	26
16.3	Time period for response to offer	27
16.4	Ngāti Whakaue disagree with offer	27
1 7	MARKET OR RESERVE PRICE UNDER S 42 OF THE PWA.....	28
1 8	METHODS OF SALE UNDER S 42 OF THE PWA.....	29
18.1	Private treaty	29
18.1.1	General	29
18.1.2	Pre-approval required for private treaty sales.....	29
18.2	Public application at a specified price	29

18.3 Public tender or public auction	30
19 MARKETING AND ADVERTISING	31
20 AGREEMENT FOR SALE AND PURCHASE	32
21 TRANSFER AND SETTLEMENT	33
21.1 Authority and instruction form	33
21.2 Settlement.....	33
APPENDIX A: REQUIRED FIELDS FOR REPORT ON LAND FOR DISPOSAL.....	34
APPENDIX B: FORM OF OFFER FOR SALE UNDER S 40 OF THE PWA	37
APPENDIX C: COVERING LETTER FOR OFFER BACK.....	44
APPENDIX D: NGĀTI WHAKAUE GIFTED LANDS MAP AND PROPERTIES	45
APPENDIX E: CLEARANCES REQUIRED BEFORE DISPOSAL.....	53

Terms and definitions

For the purposes of this standard the following terms and definitions apply.

Term/abbreviation	Definition
ASP	agreement for sale and purchase – the Real Estate Institute of New Zealand or Auckland District Law Society current edition
authority and instruction form	a form approved by the New Zealand Law Society and Registrar-General of Land for electronic transactions to meet the requirements of s 164C of the Land Transfer Act 1952
beneficially entitled person	the donor of gifted land, or, where the donor has died, the person who benefits from the donor's estate at the time of death or subsequently, including those determined as entitled successors by the Māori Land Court
Clearances	business group of LINZ's Crown Property Management team charged with making statutory decisions on work received from Crown property accredited suppliers
CMV	current market value
computer register	as defined in s 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002 and created by the Registrar-General of Land under ss 7 to 14 of that Act; formerly known as certificate of title
conveyancing practitioner	as defined in s 6 of the Lawyers and Conveyancers Act 2006
CPM	Crown Property Management, LINZ
Crown agency	includes former government agencies, now private entities, that have obligations under s 40 of the PWA
Crown entity	as defined in s 7(1) of the Crown Entities Act 2004
Crown property accredited supplier	a private sector supplier of Crown property services, accredited by LINZ, and contracted by a vendor agency
disposal process	the process for disposing of land, including all relevant legislative and government policy requirements, that must be complied with once a vendor agency determines it no longer requires land for a public work
DOC	Department of Conservation
donor	with reference to the GLP, the donor is the person who gifted the land, or if that person has died, is the beneficially entitled person who benefits from that person's estate at the time of death or subsequently, including those entitled successors as determined by the Māori Land Court. Section 15 of this standard sets out the requirements for disposal of gifted land.
Fenton Agreement	an agreement under which Ngati Whakaue gifted areas of land to the Crown in the 1880s for Rotorua township
former owner	the person from whom the land was acquired for a public work

Term/abbreviation	Definition
<i>Gazette</i>	The <i>New Zealand Gazette - Te Kahiti o Aotearoa</i> , the official newspaper of the Government of New Zealand
GLP	gifted land policy
GST	goods and services tax
lawyer	as defined in s 6 of the Lawyers and Conveyancers Act 2006
LINZ	Land Information New Zealand
local authority	as defined in s 2 of the PWA
LVT	Land Valuation Tribunal
offer back	the requirement under s 40(2) of the PWA to offer to sell land that is no longer required for a public work by private contract to the person from whom it was acquired or the successor of that person
OTS	Office of Treaty Settlements
party	includes all natural and legal persons and other organisations and entities
PWA	Public Works Act 1981
Registrar-General of Land	the Registrar-General of Land appointed under s 4 of the Land Transfer Act 1952
RGL	Registrar-General of Land
right of first refusal	in Treaty settlements this is the right of an iwi to receive the first offer of land, before it is disposed of on the open market
RMA	Resource Management Act 1991
s 40	section 40 of the PWA, including the requirement under s 40(2) of the PWA to offer to sell land that is no longer required for a public work by private contract to the person from whom it was acquired or the successor of that person
SOE	State-Owned enterprise
successor	as defined in s 40(5) of the PWA
successor in title	the current owner of land that remains after part of its original title has been acquired for public works and subsequently declared surplus
territorial authority	as defined in s 2(1) of the Local Government Act 1974
TPK	Te Puni Kōkiri
Treaty	Treaty of Waitangi
Treaty settlement	an agreement between the Crown and a Māori claimant group to settle all of that claimant group's historical claims against the Crown, and includes Treaty settlement legislation and a Deed of Settlement

Term/abbreviation**Definition**

vendor agency

a Crown agency disposing of land under the PWA and includes a Crown property accredited supplier contracted to dispose of the land

Foreword

Introduction

The Public Works Act 1981 (PWA) sets out the procedures for disposing of land that is held for a public work but is no longer required for that public work. It ensures that those who have a recognised interest in the land are given priority when the land is disposed of.

Purpose of standard

The purpose of this standard is to ensure that all those with a recognised interest in land held for a public work are considered when that land is disposed of.

Brief history of standard

This standard supersedes the following standards:

LINZ 2001, *Ngati Whakaue Gifted Lands: Accredited Supplier Standard 28*, Office of the Chief Crown Property Officer, LINZ, Wellington

LINZ 2001, *Vesting Land in Māori: Accredited Supplier Standard 26*, Office of the Chief Crown Property Officer, LINZ, Wellington

LINZ 2002, *Disposal of Gifted Land: Accredited Supplier Standard 24*, Property Regulatory Group, LINZ, Wellington

LINZ 2002, *Statutory Right of Repurchase: Accredited Supplier Standard 4*, Property Regulatory Group, LINZ, Wellington

LINZ 2003, *Transfer for another Public Work: Accredited Supplier Standard 23*, Property Regulatory Group, LINZ, Wellington

LINZ 2004, *Legalisation: Accredited Supplier Standard 16 (as amended)*, Property Regulatory Group, LINZ, Wellington

LINZ 2005, *Disposal of Land: Accredited Supplier Standard 3*, Property Regulatory Group, LINZ, Wellington

References

The following documents are necessary for the application of this standard.

- Administration Act 1969
- Conservation Act 1987
- Crown Minerals Act 1991
- LINZ 2005, LINZS 2001: Standard for the acquisition of land under the Public Works Act 1981, Property Regulatory Group, LINZ, Wellington
- LINZ 2009, LINZS15001: Standard for Treaty of Waitangi settlement requirements for Crown land disposal, Crown Property Regulatory, LINZ, Wellington
- Public Works Act 1981
- State Sector Act 1988
- Te Ture Whenua Māori Act 1993

1 Scope

- (a) This standard sets out:
 - (i) the procedures to be followed, and
 - (ii) the minimum level of information that must be provided,to enable LINZ to assess whether a land disposal complies with the law and whether all those with an interest in the land have been considered.
- (b) This standard applies to land that must be disposed of under the PWA.
- (c) This standard does not apply to Crown land held under the Land Act 1948.
- (d) This standard does not set out the requirements for disposal of land affected by Treaty settlements.¹

2 Intended use of standard

Vendor agencies and Crown property accredited suppliers must use this standard when disposing of land under the PWA.

¹ Requirements for disposal of land affected by Treaty settlements are specified in *LINZS15001: Standard for Treaty settlement requirements for the disposal of Crown-owned land*.

3 Conflict of interest

- (a) Any party involved in the disposal process on behalf of the Crown must:
 - (i) disclose any actual or potential conflict of interest, and
 - (ii) if a conflict of interest is identified, withdraw from the disposal process unless all parties who could reasonably object to the conflict of interest have agreed to continued involvement.
- (b) The party managing the disposal process and the party carrying out a sale under s 42 of the PWA must not be the same.

4 Resource Management Act subdivision consent

Where any disposal of land used for a public work requires a subdivision, any document presented for execution by LINZ must be accompanied by evidence that the relevant provisions of the Resource Management Act 1991 (RMA) have been complied with.²

² Refer to section 17 of *LINZG15700: Guideline for disposal of land held for a public work* for guidance on exemptions to the requirement for RMA consent.

5 Vendor agency no longer requires land for a public work

5.1 General

A vendor agency that decides it no longer requires land for a public work must:

- (a) consider its obligations under the PWA, and all clearances required, including those in Appendix E, before beginning the disposal process,
- (b) identify whether there has been any expression of interest from another Crown agency or local authority requiring the land for another public work³,
- (c) document clear reasons for the disposal, and
- (d) provide, with any of the reports identified in 5.2, written confirmation signed by an authorised officer of the vendor agency that:
 - (i) states the purpose for which the land is held,
 - (ii) confirms that the land is no longer required for the purpose for which it is held, either by virtue of a formal decision made by the vendor agency or by the vendor agency's conduct, and
 - (iii) confirms the date of that decision or action that determined that the land was no longer required.

5.2 Notification to LINZ

- (a) When a vendor agency decides it no longer requires the land, it must provide LINZ with a report on the disposal action, which may include:
 - (i) setting the land apart under s 52 of the PWA,
 - (ii) transferring the land to a local authority under s 50 of the PWA,
 - (iii) an exchange under s 105 of the PWA⁴, or
 - (iv) complying with s 40 of the PWA.
- (b) In the case of (a)(i) and (ii) the report must include the information and requirements specified in Appendix A.

³ Refer to section 4 of *LINZG15700: Guideline for disposal of land held for a public work* for guidance on how to assess whether land is required for another public work.

⁴ Refer to *Standard for the acquisition of land under the Public Works Act 1981* for standards relating to exchange of land under s 105 of the PWA.

5.3 Withdrawal or change in circumstances

- (a) Once a vendor agency decides it no longer requires land for a public work it cannot withdraw land from the s 40 process.
- (b) Any change in circumstances affecting the s 40 process must be notified to LINZ immediately in writing.

6 Setting apart under s 52 of the PWA

When setting apart land for another Government work under s 52(1)(d) of the PWA, the agency requiring the land must comply with section 9.2 of *Standard for the acquisition of land under the Public Works Act 1981*.

7 Transfer to a local authority under s 50 of the PWA

7.1 Application to LINZ

If a vendor agency proposes to transfer land to a local authority for a public work under s 50 of the PWA⁵, it must provide the following to LINZ:

- (a) a report containing:
 - (i) the information specified in Appendix A,
 - (ii) the requirements and assessment of the public interest,
 - (iii) the nature of the proposed work and its importance to the community,
 - (iv) the availability of other sites for the work, and
 - (v) the significance of the land to Māori⁶;
- (b) the agreement to transfer the land to a local authority, for execution by LINZ; and
- (c) copies of supporting documentation including:
 - (i) evidence that all clearances required by the vendor agency have been obtained,
 - (ii) a spatial map showing the land and surrounding parcels,
 - (iii) a copy of the current computer register holding the land, where available, and
 - (iv) the relevant survey plan, where required.

7.2 Document to effect transfer of land

If LINZ approves a transfer under 7.1, the vendor agency must present LINZ with either:

- (a) the authority and instruction form for a transfer instrument specified in 21.1, stating the new purpose of the land, or
- (b) a declaration under s 20 of the PWA, stating the new purpose of the land, to be published in the *Gazette*.

⁵ See also s 114 of the PWA for requirements for declaring Crown-owned land to be road.

⁶ Refer to *LINZS15001: Standard for Treaty of Waitangi settlement requirements for Crown land disposal of land* for consideration of Māori interests in land required for another public work.

8 Requirement to offer back under s 40 of the PWA

8.1 Consideration of grounds for exemption⁷

A vendor agency must consider whether there are grounds for exemption under s 40, and submit the following to LINZ:

- (a) a signed report
 - (i) containing the information and specified in Appendix A,
 - (ii) addressing all grounds for or against exemption under the relevant legislation,
 - (iii) providing all relevant information reflecting the current legal interpretation of s 40, and
 - (iv) recommending whether to exempt the land from the requirement to offer back; and
- (b) copies of supporting documentation including
 - (i) evidence that all clearances required by the vendor agency have been obtained, see Appendix E,
 - (ii) a spatial map showing the land and surrounding parcels,
 - (iii) a copy of the current and historic computer register holding the land, where available, and
 - (iv) the relevant survey plan, where required.

8.2 Land acquired by separate acquisitions

If land was acquired by separate acquisitions, the vendor agency must provide the information specified in 8.1 for each acquisition.

8.3 Land used for successive public works

If land has been used for successive public works, the vendor agency must:

- (a) ascertain when the land was first held for a public work, then
- (b) apply the provisions of s 40 of the PWA.

8.4 Offer of land to adjacent owner

If LINZ approves an exemption under s 40(4) of the PWA, the vendor agency must subsequently submit any resulting agreement for sale and purchase (ASP), for the land to be offered to the adjacent owner, to LINZ for execution.

⁷ Refer to section 7 of *LINZG15700: Guideline for disposal of land held for a public work* for examples of the grounds for exemption.

9 Identification of person for offer back

9.1 General

If there are no exemptions to the requirement to offer back, the vendor agency must make reasonable efforts to identify and locate the former owner or their successor, and make the offer back to that person.

9.2 The former owner was a company or other legal entity

If the former owner was a company or other legal entity and it no longer exists, the vendor agency must provide evidence of steps taken to identify any succeeding entity entitled to receive an offer back.

9.3 The former owner has died

If the former owner has died, the vendor agency must provide LINZ with:

- (a) verification of the death of the former owner and the identity of their successor, which may include a will, grant of probate, birth and death certificates, or other evidence, and
- (b) an interpretation of the will of the former owner, prepared by a lawyer, taking into account the definition of successor in s 40(5) of the PWA, or
- (c) if the former owner died intestate, an interpretation of the provisions of the Administration Act that applied at the date of the death of the former owner, taking into account the definition of successor in s 40(5) of the PWA.

9.4 More than one successor is identified

If more than one successor is identified, the vendor agency must make a simultaneous offer back to all successors.

9.5 Successor in title

If only part of an original title was acquired for a public work, the vendor agency must:

- (a) provide information and analysis that will enable LINZ to decide the priority between successors by will or intestacy, and the successor in title entitled to receive an offer, and
- (b) assess whether it is appropriate to make an offer, and if so identify the successor in title.

9.6 There is no person to make an offer back to

If there is no person to make an offer back to, the vendor agency must provide evidence on this to LINZ and seek an exemption from the requirement to offer back.

10 Date and valuation of offer back

10.1 Reasons for effective date

The vendor agency must state the reasons for selecting the effective date of valuation in the report accompanying the offer back document for execution by LINZ.⁸

10.2 Preparation of valuation

The valuation must be prepared by an appropriately selected and instructed independent registered valuer.

10.3 Offering at less than current market value

The report accompanying the offer back for execution must identify and justify any grounds for offering the land at less than CMV, under s 40(2)(d) of the PWA.

⁸ Refer to section 10 of *LINZG15700: Guideline for disposal of land held for a public work* for guidance on the effective date of valuation.

11 Terms and conditions of offer back

11.1 Form of offer back

11.1.1 Form

An offer back must be in the form specified in Appendix B.

11.1.2 Offer back of land owned by State-Owned enterprises and Crown entities

Where an offer back is of land held in the name of a state-owned enterprise or Crown entity, including a District Health Board, the form in Appendix B must be amended by:

- (a) referring to the legislation under which LINZ is acting, in addition to s 40 of the PWA,
- (b) substituting the appropriate statutory authority for disposal of the land after s 40,
- (c) striking out
 - (i) clauses 3.5 and 15.1, and
 - (ii) the reference to s 11 of the Crown Minerals Act 1991 in clause 11.1.

11.2 Offer back submitted to LINZ for execution

Two copies of an offer back must be submitted for execution by LINZ before being offered, along with:

- (a) a report setting out the evidence used to identify the offeree and identify the effective date of valuation,
- (b) advice whether the vendor agency has added land to the offer back which is not subject to s 40 of the PWA, and
- (c) a copy of the valuation.

12 Making an offer back

12.1 Covering letter

An offer back must be accompanied by a covering letter that contains the requirements in Appendix C. The vendor agency must retain evidence of the offer.

12.2 Ngāti Tūrangitukua

- (a) If the land is covered by the Ngāti Tūrangitukua Treaty settlement, the vendor agency must comply with the Ngāti Tūrangitukua Treaty settlement protocol.
- (b) LINZ's requirements for documents when the Crown is disposing of land covered by the Ngāti Tūrangitukua deed of settlement are set out in *LINZS15001: Standard for Treaty of Waitangi Settlement requirements for Crown land disposal*.

12.3 No assignment of offer back

- (a) The vendor agency can only offer the land to the persons entitled under s 40 of the PWA.
- (b) The offer back cannot be assigned.

12.4 Extension to the offer back period

- (a) The vendor agency must forward to LINZ without delay any request for an extension to the offer back period which must be before the offer back period expires (see s 42(1) of the PWA).
- (b) The request must include the grounds for the request and be accompanied by comment from the vendor agency.

13 Concluding the offer back process

13.1 Offer back accepted

When an offer is accepted, the vendor agency must provide LINZ with:

- (a) evidence that all eligible parties were made an offer back,
- (b) an authority and instruction form to transfer the land that complies with section 21 of this standard, and
- (c) where the offeree wishes to assign the accepted offer, or for the transfer of the land to be to a third party, a deed of assignment or nomination signed by all offerees that accepted the offer.

13.2 Offer back declined or lapsed

- (a) If an offer back is declined or lapses, the vendor agency must provide LINZ with a report containing sufficient information to enable LINZ to make a decision on whether the offer back requirements have been satisfied.
- (b) The report must provide evidence that:
 - (i) all eligible parties were made an offer back, and
 - (ii) all eligible parties have declined the offer back, or
 - (iii) the offer back was served and lapsed.

13.3 Approval required for referring to Land Valuation Tribunal

Before any matter is referred to the Land Valuation Tribunal (LVT) under s 40(2A), the vendor agency must gain approval from LINZ.⁹

⁹ Refer to sections 12 and 13 of *LINZG15700: Guideline for disposal of land held for a public work* for guidance on conducting negotiations over price.

14 Offer back for former Māori land

14.1 Determination of mechanism to effect offer back

If the land meets the criteria in s 41(a) to (c) of the PWA the vendor agency must, after identifying that there is a former owner or successor to receive an offer back, recommend to LINZ whether to:

- (a) use s 40 of the PWA to offer back the land (see s 41(d) of the PWA), or
- (b) apply to the Māori Land Court for a vesting order under s 134 of Te Ture Whenua Māori Act 1993 (see s 41(e) of the PWA).

14.2 Application for vesting order

If LINZ decides to apply for a vesting order under s 134 of Te Ture Whenua Māori Act 1993, the vendor agency must provide to LINZ:

- (a) an application form, that complies with Schedule One of the Māori Land Court Rules 1994, for execution by LINZ,
- (b) a list of former owners and successors with supporting documentation, including copies of the relevant Māori Land Court records,
- (c) the proposed conditions of the vesting, including purchase price and settlement date,
- (d) records of any meetings or discussions with the representatives of the former owners or successors, and
- (e) confirmation of agreement with the representatives on the vesting and the proposed conditions.

15 Disposal of gifted land

15.1 General

A vendor agency that wishes to dispose of land that was gifted must comply with the gifted land policy (GLP)¹⁰ and must apply to LINZ with the information specified in 15.2.

15.2 Identification of gifted land

If land was gifted, the vendor agency must provide a report to LINZ that sets out:

- (a) the circumstances and components of the gift,
- (b) the name of the donor,
- (c) whether there are any statutory obligations or practical considerations that would limit application of the GLP,
- (d) whether the GLP should be effected by the provisions of s 40. If the beneficially entitled person is the same as the successor to the former owner, then s 40 must be used to effect the GLP. If the beneficially entitled person is different from the successor, s 40 must be addressed first and then the GLP applied,
- (e) identification of any improvements, their value and how such improvements will be treated in any offer,
- (f) confirmation that the donor or beneficially entitled person is interested in receiving an offer of the land and to purchase the improvements, and
- (g) a recommendation on the application of the GLP.

15.3 Approval to return land for nil consideration

If the GLP is effected by the provisions of s 40, the vendor agency must, in addition to providing the information required under 15.2, seek approval to return the land for nil consideration under s 40(2)(d) of the PWA.

¹⁰ Refer to section 15 of *LINZG15700: Guideline for disposal of land held for a public work* for further information about the GLP.

15.4 Seeking appropriation

- (a) Where a vendor agency returns gifted land at nil consideration, it is entitled to reimbursement for the value of the land.
- (b) To enable LINZ to apply to Treasury for an appropriation to reimburse the vendor agency, the vendor agency must supply LINZ Crown Property Management (CPM) with:
 - (i) confirmation of the decision to apply the GLP, and
 - (ii) a valuation of the gifted land prepared by an independent registered valuer with appropriate qualifications and experience, given the nature of the land.

15.5 Offer to donor

- (a) A vendor agency must present any offer to a donor to the Chief Executive of LINZ with a report and recommendation containing evidence that:
 - (i) reasonable efforts have been made to locate the donor or any beneficially entitled persons,
 - (ii) the donor or any beneficially entitled person is entitled to receive an offer, and
 - (iii) CPM has agreed to seek an appropriation.
- (b) When LINZ is required to execute an offer of gifted land, the offer must be made by an ASP with the following additional conditions:
 - (i) the offer is open for a specified period,
 - (ii) settlement will occur only upon approval of an appropriation for the value of the gifted component of the property and when a computer freehold register is available, and
 - (iii) it is noted in the agreement that the land is being returned under the GLP.
- (c) If an offer of gifted land is being effected by the provisions of s 40, then the requirements in (b) are, when not in conflict with s 40, in addition to the conditions in Appendix B.
- (d) A covering letter must accompany any offer to a donor, including:
 - (i) reasons why the offer is being made, including the relationship of the offeree to the donor, where applicable,
 - (ii) a brief history of the acquisition of the land for a public work,
 - (iii) brief details about what is being offered, including how any improvements on the land are to be treated,
 - (iv) advice of any encumbrances or other conditions that the offer is subject to,

- (v) the period for which the offer remains open,¹¹
- (vi) instructions on how to take up the offer, and
- (vii) a disclaimer to the effect that the offeree should consult their own solicitor for advice about their rights and options.

15.6 Concluding the gifted land policy process

15.6.1 Reimbursement to vendor agency

A vendor agency must provide the following information when seeking reimbursement of the value of gifted land from LINZ:

- (a) a copy of the computer freehold register in the name of the new owner, and
- (b) an invoice seeking reimbursement of the agreed amount.

15.6.2 Land not returned to the donor

- (a) A vendor agency must obtain sign-off from LINZ that the GLP process has been completed when a donor:
 - (i) cannot be located,
 - (ii) cannot produce evidence of entitlement, or
 - (iii) declines the offer.
- (b) The vendor agency must advise CPM once the sign-off in (a) has been received, so that CPM can remove the land from the appropriation list.

¹¹ Refer also to section 15 of *LINZG15700: Guideline for disposal of land held for a public work* for further information about the offer period.

16 Ngāti Whakaue gifted lands policy¹²

16.1 Change in use of the land

- (a) When requesting a change to the use of Ngāti Whakaue gifted land under ss 50 or 52 of the PWA, a vendor agency must provide LINZ with evidence that:
 - (i) the Ngāti Whakaue Trust has been consulted and the new use contemplated is in terms of the Fenton Agreement, or
 - (ii) Ngāti Whakaue has approved the change of use if the new use is outside the Fenton Agreement.
- (b) If Ngāti Whakaue does not agree to a proposed change of use that is outside the terms of the Fenton Agreement, the land must either:
 - (i) continue to be used in accordance with the gift, or
 - (ii) be offered back to Ngāti Whakaue under the Ngāti Whakaue gifted lands policy.

16.2 Where land has improvements

Where land that is offered back to Ngāti Whakaue has improvements that cannot be removed, the offer document and covering letter to Ngāti Whakaue must set out the following three options for dealing with the improvements:

- (a) Ngāti Whakaue purchase the land and the improvements at the CMV of the improvements only, as determined by an independent registered valuer with appropriate qualifications and experience, given the nature of the land.
- (b) The Crown sells the property on the open market and pays Ngāti Whakaue a cash amount equivalent to the CMV of the land only, as determined by an independent registered valuer with appropriate qualifications and experience, given the nature of the land.
- (c) The Crown and Ngāti Whakaue enter into a ground lease for the land under the improvements, and the Crown transfers the land to Ngāti Whakaue subject to the ground lease. Under this option, the Crown is free to sell the improvements and its lessee's interest on the open market.

¹² Refer to Appendix D for a map of the Ngāti Whakaue gifted lands and more information on the Ngāti Whakaue gifted lands policy.

16.3 Time period for response to offer

- (a) Ngāti Whakaue must respond with a preferred option from those listed in 16.2 no later than three months after the date of the offer.
- (b) If Ngāti Whakaue does not respond within the time specified in (a), they must be advised in writing that if they do not respond within one further month, the Crown will adopt the option set out in 16.2(b).

16.4 Ngāti Whakaue disagree with offer

If Ngāti Whakaue accepts one of the options set out in 16.2, but does not agree with the offer, eg value or terms of lease, the parties should agree to be bound by the decision of an arbitrator, using the arbitration process set out in the Arbitration Act 1996.

17 Market or reserve price under s 42 of the PWA

- (a) The market or reserve price for disposal of any land under s 42(1)(d) of the PWA must be based on a valuation prepared by an independent registered valuer with appropriate qualifications and experience, given the nature of the land.
- (b) The ASP for execution must be accompanied by a report by the vendor agency which must include:
 - (i) the market or reserve price set for the land, ie assessed CMV,
 - (ii) the details of the independent registered valuer who provided the valuation, and
 - (iii) the date at which the value was assessed.
- (c) A vendor agency must be able to provide the valuation specified in (a) to LINZ on request.

18 Methods of sale under s 42 of the PWA

18.1 Private treaty

18.1.1 General

When disposing of land, the private treaty method of sale may only be used:

- (a) if there is a prior commitment to give someone the right to acquire the land before it goes on the open market, or
- (b) in special circumstances, or
- (c) to allow land to be listed for sale with a real estate agent, lawyer or conveyancing practitioner.

18.1.2 Pre-approval required for private treaty sales

Before negotiating any private treaty sale resulting from a prior commitment or due to special circumstances (see 18.1.1(a) and (b)), the vendor agency must provide a report to LINZ for pre-approval of the sale. The report must include:

- (a) details of the prior commitment to give someone the right to acquire the land or the nature of the special circumstances that would justify the sale by private treaty sale, and
- (b) a copy of the valuation for the land in terms of the agreement.

18.2 Public application at a specified price

Where the method of sale for disposing of land is by public application at a specified price, the report accompanying the ASP for execution must provide evidence of how this method was applied, including:

- (a) the period for which applications were open,
- (b) any issues that arose during the application process,
- (c) assurance that no bids under the specified price have been considered, and
- (d) the steps taken to ensure open competition where there is more than one applicant at the specified price.

18.3 Public tender or public auction

Where the method of sale for disposing of land is by public tender or public auction, the vendor agency must:

- (a) ensure that the tender or auction is conducted according to standard commercial practice,
- (b) advise prospective purchasers that any form of agreement under tender or auction is subject to approval by the Crown, and
- (c) for auction only:
 - (i) submit the draft ASP and accompanying report to LINZ for pre-approval before any auction, and
 - (ii) make arrangements with LINZ for LINZ to enter the purchase price and execute the ASP as soon as reasonably practicable after the fall of the hammer at auction.

19 Marketing and advertising

- (a) In addition to the requirements of s 42 of the PWA, a vendor agency must ensure that the marketing period is sufficient to expose the land to the market.¹³
- (b) A report by the vendor agency must accompany the ASP for execution and include:
 - (i) evidence that the public has been notified of the disposal in accordance with s 42(2) of the PWA, and
 - (ii) copies of the advertising, showing the date advertised and the method of sale used.
- (c) Where land is listed for sale by a real estate agent, lawyer or conveyancing practitioner, the offer must be advertised as an invitation for offers.
- (d) If the land does not sell or is withdrawn from sale, and subsequently put back on the market, the vendor agency must send new notices to the parties identified in s 42(2) of the PWA.

¹³ Refer to section 17 of *LINZG15700: Guideline for disposal of land held for a public work* for more information on marketing and advertising a property for disposal.

20 Agreement for sale and purchase

- (a) A vendor agency must submit an ASP to LINZ for execution when disposing of land.
- (b) When the ASP is presented for execution it must be accompanied by a report that includes:
 - (i) details of the proposed purchaser and offer,
 - (ii) advice on any special conditions in the ASP and the implications of those conditions,
 - (iii) a summary of the sale process,
 - (iv) advice on why the purchaser's offer was accepted,
 - (v) evidence that the vendor agency has agreed to the sale price, terms and conditions,
 - (vi) evidence that the requirements of s 42(2) of the PWA have been met,
 - (vii) a plan of the land showing the land to be disposed of which identifies all adjoining owners, and
 - (viii) evidence that all clearances have been obtained (refer to Appendix E).
- (c) Where a sale is by private treaty due to a prior commitment or special circumstances, the ASP must state that the sale was by private treaty.
- (d) Where a sale is by public tender, the vendor agency must provide a signed and completed schedule of tenders received.

21 Transfer and settlement

21.1 Authority and instruction form

- (a) A vendor agency must provide to LINZ for execution the authority and instruction form for a transfer instrument. The form must:
 - (i) address either the status of the mineral title if not owned by the Crown (refer to s 86(3)(d) of the Crown Minerals Act 1991), or the reservation of the statutory minerals in the Crown under s 11 of the Crown Minerals Act 1991 where the Crown owns the mineral title,
 - (ii) include the words "Subject to Part IVA of the Conservation Act 1987,"
 - (iii) include the statutory authority for the disposal, eg [The transferor transfers "under section x of the Public Works Act 1981" to the transferee the above estate or interest ...], and
 - (iv) include a reference to s 42(6) of the PWA, if it is intended that the land will be amalgamated with other land in an existing computer freehold register.
- (b) The vendor agency must keep on file the original transfer authority documents.

21.2 Settlement

A vendor agency must retain evidence that the settlement process was concluded in terms of the ASP and compliance with all statutory requirements.

Appendix A: Required fields for report on land for disposal

When disposing of land under the PWA, a vendor agency must provide LINZ with a report containing the following information when required by sections 5.2, 7, and 8 of this standard.

Field	Information required
1. File reference	Provide the LINZ file reference.
2. Details of the land	<ul style="list-style-type: none"> (a) legal description (b) area of the land (c) computer interest register identifier (d) address and location (e) physical description of the property, including a list of any improvements. Refer to any site plan, photos, or other graphic that are attached. (f) List each current registered interest and encumbrance on the land, stating its relevance and whether it is affected by the proposed disposal, and attach a copy. Include both formalised and informal arrangements. (g) List each current unregistered interest and encumbrance on the land, stating its relevance and whether it is affected by the proposed disposal. Include both formalised and informal arrangements.
3. Land status	Report on the land status, in accordance with <i>LINZS45000: Standard to determine authority to act and record Crown land</i> .
4. Mineral estate	Provide information about who owns any minerals that may be in the land, if known.
5. Potential liabilities	State whether there are any issues that may hinder or prevent the disposal, such as contamination.
6. Resource Management Act 1991 issues	<ul style="list-style-type: none"> (a) Provide a statement of relevant district plan considerations, including the designation, zoning, and existing use in regard to zoning. (b) Identify any relevant consents or issues arising from the land information memorandum.
7. Cadastral survey dataset requirements	State whether a cadastral survey is required to effect the disposal. ¹⁴

¹⁴ Note that if marginal strips exist, the cadastral survey dataset must define the strips in accordance with *LINZS65000: Rules for Cadastral Survey 2010*.

Field	Information required
8. Authority	Provide evidence of the authority from the vendor agency to act in the disposal of the land.
9. Valuation	<p>(a) Provide a summary of the current market valuation and/or rating valuation, or indication of market value or reserve price or date planned for valuation, as applicable.</p> <p>(b) Provide any comment from the vendor agency on the valuation, including any variances between valuation and sale price.</p>
10. Requirement for another public work or exchange	<p>State whether there has been:</p> <p>(a) any expression of interest from another Crown agency or local authority requiring the land for another public work, or</p> <p>(b) any identification of a requirement for an exchange under s 105 of the PWA.</p>
11. Clearances	<p>Provide a response to these questions:</p> <p>(a) Is the land no longer required by vendor agency?</p> <p>(b) Does the vendor agency intend to retain an interest in the land after it is disposed of, such as a lease, licence, or easement?</p> <p>(c) Has DOC given clearances for marginal strips and conservation values?</p> <p>(d) Has the Historic Places Trust sought any heritage protection over the land?</p> <p>(e) Are there any other clearances, including the retention of any marginal strips by the Crown, required by Appendix E?</p>
12. History of land in Crown ownership	<p>(a) Provide a chronological narrative of the history of the land from the time it was first acquired for a public work. Include details of:</p> <p>(i) the first acquisition for a public work and from whom,</p> <p>(ii) circumstances of the acquisition, eg if there was any element of compulsion,</p> <p>(iii) compensation paid, and</p> <p>(iv) if Māori land: the nature of ownership confirmed by Māori Land Court records if necessary, succession of public ownership, and nature of land and acquisition.</p> <p>(b) Refer to copies of cadastral record print outs, folios from acquisition files, <i>Gazette</i> references, computer registers, and similar, copies of which must be attached.</p>

Field	Information required
13. Gifted land policy requirements	<p>(a) Advise on whether the land was gifted, and whether the gifted land policy applies (refer to section 15 of this standard).</p> <p>(b) If the land is in the Rotorua township, provide evidence of compliance with the Ngati Whakaue gifted lands policy (refer to section 16 of this standard).</p>
14. Comments	Provide any other comments on the proposed disposal.
15. Sign-off by vendor agency	Sign-off must be by the authorised signatory of the vendor agency.
16. Sign-off by LINZ	Provide for approval or rejection by LINZ, including a conclusion and a statement of the statutory authority for any decision required.

Appendix B: Form of offer for sale under s 40 of the PWA

[date]

**The Chief Executive
of Land Information New Zealand**
(Offeror)

[offeree's name]
(Offeree)

Offer of sale
Section 40 of the Public
Works Act 1981

Offer of sale under section 40 of the Public Works Act 1981

File reference:

Date:

Offeror: The Crown acting by and through the Chief Executive of Land Information New Zealand (the Chief Executive)

Offeree:

Address of property:

Area:

Legal description:

Chattels included in the sale:

Price: [in words]

Price: [in numerals] \$
(inclusive of GST, if any)

Deposit:

Details of rent:

Tenancies:

Terms:

Right of renewal:

The Offeror hereby offers to sell the above described property, on the terms set out above, and on the general conditions set out below to the Offeree.

You have forty working days within which to notify the Offeror of your acceptance, or otherwise of this offer. (see clause 4).

General conditions of sale

1 The price

- 1.1 The purchase price is current market value set by valuation.
- 1.2 If the Offeror and the Offeree are unable to agree on a price following an offer made under s 40(2) of the Public Works Act 1981, the Offeree may execute this agreement agreeing to purchase the property at the price determined by the Land Valuation Tribunal (in accordance with s 40(2A) of that Act). This should be noted as a special condition of sale.

2 The deposit

- 2.1 The Offeree shall pay the deposit to the Offeror or the Offeror's nominee immediately upon execution of this agreement.
- 2.2 The deposit shall be in part payment of the purchase price.
- 2.3 This agreement shall become unconditional upon payment of the deposit.

3 Possession and settlement

- 3.1 Possession shall be given and taken on the settlement date when the payment of the full purchase price shall be made.
- 3.2 Settlement shall be [number of days] days from acceptance of this offer unless the issue of a computer freehold register in accordance with clause 3.4 has not been completed within that time in which case the settlement date shall be deferred to the fifth working day following the date on which a search copy of the title is obtainable. If the settlement is delayed, and that delay is not caused by any act or omission of the Offeror, the Offeror shall not be liable to any person for any loss, damage, liability, cost or expense in connection with or arising from the delay of the settlement date.
 - (a) Upon settlement, the Offeror or the Offeror's nominee shall concurrently complete an e-dealing transfer of title to the property in accordance with s 42 of the Public Works Act 1981 at the expense of the Offeree.
 - (b) The Offeror's obligation under clause 3.2(a) above shall be satisfied by the Offeror or the Offeror's nominee preparing, certifying, signing and pre-validating a reasonable time prior to the settlement date in a Landonline Workspace the transfer instrument and all other instruments required to confer title on the Offeree in terms of the Offeror's obligations under this agreement and releasing the same upon settlement so that the Offeree's solicitor can then submit them immediately after settlement for registration; and
- 3.3 All outgoings and incomings shall be apportioned as at the settlement date.
- 3.4 Upon acceptance of this offer the Offeror shall where necessary apply for the issue of a computer freehold register for the property in accordance with s 47 of the Public Works Act 1981.

4 Offer to remain open

- 4.1 As provided in s 42(1) of the Public Works Act 1981, this offer remains open and capable of acceptance for 40 working days from the date that the offer is received. However the Offeror may dispose of the property in accordance with s 42 of the Public Works Act 1981, if the offer is not accepted within that period.
- 4.2 The Offeror has a discretion to extend this period if he considers it reasonable to do so. Any application for an extension of the period should be made in writing prior to the offer expiring in terms of clause 4.1.

5 Risk and Insurance

- 5.1 The risk in respect of the property shall pass to the Offeree at settlement date or upon possession being given to the Offeree whichever is the earlier.
- 5.2 The Offeror has no insurance over the property.
- 5.3 The Offeree may insure the property at their own cost at any time after acceptance of this offer.

- 5.4 In the event that prior to the giving and taking of possession, the property is destroyed or substantially damaged so that the property is untenable and such destruction or damage has not been made good the Offeree may:
- (a) complete the purchase at the above price less a sum equal to the amount of the diminution in value of the property, as assessed by a registered valuer, or
 - (b) cancel this agreement by serving on the Offeror notice in writing whereupon the Offeree shall be entitled to the return of the deposit and any other monies paid by the Offeree and neither party shall have any claim against the other and with the effect that the statutory requirement to offer the property to the Offeree pursuant to s 40 of the Public Works Act 1981 shall be at an end.
- 5.5 If the property is damaged but still tenable on the possession date the Offeree shall complete the purchase at the above price less a sum equal to the amount of the diminution in value of the property.

6 Non-merger

- 6.1 The terms and conditions of this offer shall not merge with the transfer of title to the property.

7 Boundaries and title

- 7.1 The Offeror shall not be bound to point out the boundaries of the property.
- 7.2 The Offeree is deemed to have accepted the Offeror's title, and may make no objections to it or requisitions on it.

8 Legal Costs

- 8.1 Each party shall bear their own legal expenses including all costs incurred through the exercise of the rights contained in clause 1.2 of this offer.

9 Not guaranteed for use and no warranties given

- 9.1 The Offeror makes no guarantee that the property is suitable for any particular use.
- 9.2 The Offeror gives no warranties in respect of the property. The Offeree relies entirely on their own judgement in purchasing the property.

10 No Fencing Contributions

- 10.1 The Offeror shall not make any contribution financial or otherwise for fencing, and shall not be liable to pay for or contribute towards the expense or erection or maintenance of any fence between the property and any contiguous land of the Offeror, but this proviso shall not enure for the benefit for any subsequent purchaser of the contiguous land; and the Offeror shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

11 Encumbrances

- 11.1 Upon disposition the land will be subject to Part IVA of the Conservation Act 1987 and s 11 of the Crown Minerals Act 1991.

12 Time of the essence

- 12.1 In respect of any deadline stipulated in this agreement the parties acknowledge that time is of the essence. The deadlines and the related clauses are:
- (a) payment of deposit (clause 2.1),
 - (b) settlement date (clause 3.2 subject to 3.5),
 - (c) offer to remain open for 40 working days (clause 4.1), and
 - (d) application for extension of time (4.2).

13 Offeree default: late settlement

- 13.1 (a) If the balance of the purchase price has not been paid on the settlement date the Offeror may at any time thereafter serve on the Offeree a settlement notice ("the notice") to settle in accordance with clause 3.2; but

- (b) the notice shall be effective only if the Offeror serving it is at the time of service either in all material respects ready able and willing to proceed to settle in accordance with the notice or is not so ready able and willing to settle only by reason of the default or omission of the Offeree;

13.2 If any portion of the purchase price is not paid upon the due date for payment:

- (a) the Offeree shall pay to the Offeror interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless this stipulation is without prejudice to any of the Offeror's rights or remedies including any right to claim for additional expenses and damages;
- (b) the Offeror is not obliged to give the Offeree possession of the property or to pay the Offeree any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the Offeror must elect either to:
 - (i) account to the Offeree for rents received in respect of the property during the default period, in which event the Offeree shall be responsible for the outgoings relating to the property during the default period; or
 - (ii) retain such rents in lieu of receiving interest from the Offeree pursuant to clause 13.2(a).

14 Offeror's Rights on Default

14.1 If the Offeree does not comply with the terms of the settlement notice served by the Offeror then:

- (a) Without prejudice to any other rights or remedies available to the Offeror at law or in equity the Offeror may:
 - (i) sue the Offeree for specific performance; or
 - (ii) cancel this agreement by notice and pursue either or both of the following remedies:
 - (A) forfeit and retain for the Offeror's own benefit the deposit paid by the Offeree, but not exceeding in all 10% of the purchase price; and
 - (B) sue the Offeree for damages.
- (b) The damages claimable by the Offeror under the preceding clause shall include all damages claimable at common law or in equity, and shall include also (but shall not be limited to) any loss incurred by the Offeror on any bona fide resale contracted within one year from the date by which the Offeree should have settled in accordance with the settlement notice. The amount of that loss may include:
 - (i) interest on the unpaid portion of the purchase at the interest rate for late settlement from the settlement date to the settlement of such resale;
 - (ii) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (iii) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
- (c) Any surplus money arising from a resale as aforesaid shall be retained by the Offeror.

15 Amalgamation

15.1 The Offeror may direct at its sole discretion that the property is to be amalgamated with all that land held in computer freehold register [computer freehold register number] in accordance with s 42(6) Public Works Act 1981, notwithstanding that the property may not be able to be so amalgamated.

16 Liability of offeree

16.1 If there is more than one Offeree the liability of the Offeree shall be joint and several.

17 Definitions

17.1 Settlement date means before 4.00pm on the date the parties are to perform their obligations under clause 3.2. Where the date nominated for settlement is not a working day, the settlement date shall be the last working day before the date so nominated.

17.2 "working day" means any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign’s birthday, Labour Day, Waitangi Day and the provincial anniversary day as observed at the place where the property is situated; and
- (b) a day in the period commencing with the 25th day of December in any year and ending with the 15th of January in the following year.

17.3 The interest rate for late settlement is [interest rate] % per annum.

18 Notices

18.1 The following apply to all notices relevant to this agreement, whether authorised by this agreement or by the general law:

- (a) all notices must be served in writing.
- (b) all notices must be served and contain the content as set out in s 4 of the Public Works Act 1981.

19 Special conditions

[insert any special conditions here]

Executed for and on behalf of the Offeror by [name of authorised officer], in the presence of [name of witness].

Signature of authorised officer:

Signature of witness:

Acting for and on behalf of the Chief Executive of Land Information New Zealand and acting under delegated authority under section 41 of the State Sector Act 1988

Address of witness:

Date of execution:

Occupation of witness:

Acceptance of offer – sign here if not a company - delete if not applicable

I accept the offer to purchase the property on the terms and conditions set out above.

Signature of Offeree:

Signature of witness:

Date:

Name of witness:

Address of witness:

Occupation of witness:

Acceptance of offer – sign here if a company – delete if not applicable

I accept the offer to purchase the property on the terms and conditions set out above.

Common seal:

Signature of Director:

Signature of Director:

Name of company:

Signature of Secretary:

Warnings

These warnings do not form part of this agreement.

- (a) This is a binding agreement.
- (b) If you have any doubts, professional advice should be sought before signing.

Appendix C: Covering letter for offer back

The covering letter accompanying an offer back required by section 12.1 of this standard must contain the following:

- (a) reasons why the offer back is being made, including the relationship of the offeree to the former owner, where applicable,
- (b) brief history of the acquisition of the land for a public work,
- (c) brief details about what is being offered including price of the property and effective date of valuation,
- (d) advice of any additional areas that have been conditionally included in the offer outside of the ambit of s 40(2) of the PWA,
- (e) advice on any encumbrances, the exclusion of marginal strips or other conditions to which the offer is subject,
- (f) advice that the offer is personal to the offeree and is non-assignable, and if the offeree wishes to assign an accepted offer, or for the transfer to be to a third party, the offeree must provide a deed of assignment or nomination signed by all the offerees that accepted the offer,
- (g) advice that acceptance by any one of the offerees will conclude an agreement, where the offer is to more than one person,
- (h) the period for which the offer remains open,
- (i) instructions on how to take up the offer,
- (j) advice that any counter offer must be supported by a valuation from a registered valuer,
- (k) advice that the offeree has the right to execute the contract during the period that the offer remains open, subject to the price being determined by the LVT, and
- (l) a disclaimer to the effect that the offeree should consult their own lawyer for advice about their rights and options.

Appendix D: Ngāti Whakaue gifted lands map and properties

- (a) The map in Figure 1 below identifies the boundaries for the schedule of properties in Rotorua subject to the Ngāti Whakaue gifted lands policy.
- (b) Below in Table 1 is a schedule that provides more information about some of the properties on the map.
- (c) The information in Table 1 is as published in 1994 and does not reflect any subsequent disposals, changes in legal description, or changes to the land title references.
- (d) The vendor agency is responsible for determining whether the land to be disposed of is subject to the Ngāti Whakaue gifted lands policy.

Table 1: Schedule of properties: Ngāti Whakaue gifted lands

Map reference	Legal description	Land title reference	Gazette reference	Crown Agency responsible for management	Area (hectares)	Statute that applied in 1994
A9	SEC 1 SO 58355		GAZ 1883, p 481: declared to be part of the Pukeroa Recreation reserve GAZ 1914, p 4268: set apart for a public school site	Ministry of Education	0.2008 ha	Public Works Act 1981
B17	PT LOT 2 DP 23567	49B/754	GAZ 1908, p 849 and GAZ 1918, p 1235: vested under the Tourist and Health Resorts Act 1908 GAZ 1975, p 1015: set apart for a technical institute	Ministry of Education	8.0000 ha	Public Works Act 1981
C1 Museum Reserve	SEC 78 BLK I TARAWERA SD	21D/359	GAZ 1898, p 245: reserved for a sanatorium reserve GAZ 1976, p 1129: set apart for hospital purposes	Lakeland Health Ltd ¹⁵	4.6358 ha	Health and Disability Services Act 1993

¹⁵ Lakeland Health is now a District Health Board and therefore as a crown entity is subject to carrying out its own negotiations with Ngāti Whakaue.

Map reference	Legal description	Land title reference	Gazette reference	Crown Agency responsible for management	Area (hectares)	Statute that applied in 1994
C3	SEC 8 BLK V TN OF ROTORUA	21B/551	GAZ 1927, p 3577: part recreation reserve GAZ 1928, p 11 part Rotorua Domain GAZ 1960, p 1977: taken for a hospital GAZ 1976: set apart for hospital purposes and vested in the Waikato Hospital Board	Residual Health Management Unit	1.7194 ha	Health and Disability Services Act 1993
D1 Rotorua Primary School	SEC 2 BLK LVIII TN OF ROTORUA		GAZ 1914, p 4268: reserved for public school	Ministry of Education	1.1558 ha	Public Works Act 1981
D2	PT SEC 3 BLK LVIII TN OF ROTORUA	331/227	GAZ 1905, p 782: set apart for hospital reserve Section 32 Reserves and Other Lands Disposal and Public Bodies Empowering Act 1917: set apart for a public school site	Ministry of Education (Education Board of the District of South Auckland)	0.2716 ha	Public Works Act 1981

Map reference	Legal description	Land title reference	Gazette reference	Crown Agency responsible for management	Area (hectares)	Statute that applied in 1994
D3	PT SEC 3BLK LVIII TN OF ROTORUA	331/227	GAZ 1883, p 481: set apart for a park or domain GAZ 1905, p 782: set apart for hospital reserve Section 32 Reserves and Other Lands Disposal and Public Bodies Empowering Act 1917 set apart for a public school site	Ministry of Education (Education Board of the District of South Auckland)	0.1330 ha	Public Works Act 1981
D4	PT SEC 3 BLK LVIII TN OF ROTORUA	331/227	GAZ 1905, p 782: set apart for hospital reserve Section 96 Reserves and Other Lands Disposal and Public Bodies Empowering Act 1920: set apart for a public school site	Ministry of Education (Education Board of the District of South Auckland)	0.3058 ha	Public Works Act 1981
D5	PT SEC 3 BLK LVIII TN OF ROTORUA	331/227	GAZ 1883, p 481: set apart for a park or domain GAZ 1905, p 782: set apart for hospital reserve Section 96 Reserves and Other Lands Disposal and Public Bodies Empowering Act 1920: set apart for a public school site	Ministry of Education (Education Board of the District of South Auckland)	0.1498 ha	Public Works Act 1981

Map reference	Legal description	Land title reference	Gazette reference	Crown Agency responsible for management	Area (hectares)	Statute that applied in 1994
D6	PT SEC 3 BLK LVIII TN OF ROTORUA		GAZ 1905, p 782: set apart for hospital reserve Section 13 Reserves and Other Lands Disposal Act 1941: set apart for a public school site	Ministry of Education (Education Board of the District of South Auckland)	0.2934 ha	Public Works Act 1981
D7	SEC 11 BLK LVIII TN OF ROTORUA		GAZ 1883, p 481: set apart for a park or domain Section 13 Reserves and Other Lands Disposal Act 1941: set apart for a public school site	Ministry of Education (Education Board of the District of South Auckland)	0.1315 ha	Public Works Act 1981
G1 Rotorua Boys High School	SEC 1 BLK LX TN OF ROTORUA	496/272	GAZ 1896, p 1669: reserved for a paddock for use of Department of Lands and Survey GAZ 1927, p 2132: reserved for secondary school site GAZ 1929, p 352: vested in Rotorua High School Board	Ministry of Education (Public Trustee)	4.7424 ha	Public Works Act 1981
G2	SEC 3 BLK LX TN OF ROTORUA	496/272	GAZ 1927, p 2908: reserved for secondary school site GAZ 1929, p 352: vested in Rotorua High School Board	Ministry of Education (Public Trustee)	3.0781 ha	Public Works Act 1981

Map reference	Legal description	Land title reference	Gazette reference	Crown Agency responsible for management	Area (hectares)	Statute that applied in 1994
G3	SEC 4 BLK LX TN OF ROTORUA	672/242	GAZ 1897, p 937: reserved for railway purposes GAZ 1935, p 2412: railway land relinquished	Ministry of Education (Public Trustee)	2.1694 ha	Public Works Act 1981
G4	ROTORUA BRANCH LINE		GAZ 1896, p 438: land taken for railway	Land Information New Zealand	unknown area	Land Act 1948
G5	ROTORUA BRANCH LINE		GAZ 1896, p 438: land taken for railway	Land Information New Zealand	unknown area	Land Act 1948
G6	PT SEC 2 BLK LX TN OF ROTORUA	47A/999 47A/1000	GAZ 1897, p 938: reserved for railway purposes GAZ 1956, p 926 and GAZ 1964, p 187: declared to be Crown Land GAZ 1956, p 1124 and GAZ 1964, p 704: set apart for post and telegraph purposes	Telecom New Zealand Ltd	2.9472 ha	Public Works Act 1981
H5	SEC 1 BLK XXIII TN OF ROTORUA	46C/781	GAZ 1979, p 2018: Crown land set apart for buildings of the general Government	Department for Courts	0.1012 ha	Public Works Act
H6	SEC 2 BLK XXIII TN OF ROTORUA	46C/781	GAZ 1979, p 2018: Crown land set apart for buildings of the general Government	Department for Courts	0.1012 ha	Public Works Act

Map reference	Legal description	Land title reference	Gazette reference	Crown Agency responsible for management	Area (hectares)	Statute that applied in 1994
H7	PT SEC 3, 6 and 7 BLK XXIII TN OF ROTORUA	46C/781	GAZ 1896, p 476: part site for public library and town board office GAZ 1942, p 623 and GAZ 1979, p 2018: reserved for buildings of the general Government GAZ 1971, p 1487: part Crown land set apart for buildings of the general Government	Department for Courts	0.8980 ha	Public Works Act
S14	PT SEC 2 BLK I TARAWERA SD		GAZ 1927, p 3577: reserved for a site for municipal buildings GAZ 1928, p 18: vested in Rotorua Borough for municipal buildings GAZ 1931, p 1696: vesting and reserve status revoked GAZ 1931, p 2064: reserved for a drill shed site GAZ 1989, p 636: set apart for the functioning indirectly of a road	Land Information New Zealand	0.1408 ha	Public Works Act
S15	PT ROTORUA TN BELT		Section 10 Thermal Springs Act 1910	Land Information New Zealand	0.9444 ha	Land Act 1948

Appendix E: Clearances required before disposal

Table 2 sets out the statutory and government policy clearances that must be obtained before land can be disposed of under the PWA. The vendor agency must provide evidence that the correct clearances have been obtained when presenting any document to LINZ for execution.

Table 2: Clearances required before disposal

Type of clearance	LINZ or external clearance	Administration of the land								
		LINZ	Other vendor agency*							
		Public works land held by LINZ	State-owned Enterprise	Crown Research Institute	DHB (ex CHE/HHS)	Tertiary institution	School Board of Trustees	NZ Fire Service	Port company/ community trust	Public works land held by another agency
Before s 40 of the PWA is considered by LINZ										
Department of Conservation – marginal strip and potential conservation values	External	✓	x	x	✓ ¹	x	x	x	x	✓
NZ Historic Places Trust notification	External	✓	x	x	x	x	x	x	x	✓
Housing NZ Corporation notification	External	✓	✓ ²	✓ ²	✓ ²	x	x	✓ ²	x	✓

* Contact LINZ for more information about clearances that are required for a non-government vendor agency with responsibilities under s 40 of the PWA.

Type of clearance	LINZ or external clearance	Administration of the land								
		LINZ	Other vendor agency*							
		Public works land held by LINZ	State-owned Enterprise	Crown Research Institute	DHB (ex CHE/HHS)	Tertiary institution	School Board of Trustees	NZ Fire Service	Port company/ community trust	Public works land held by another agency
Appropriate Minister's consent	External	x	x	✓	✓	x ³	✓	x	x	x ⁴
Consideration of s 40 of the PWA										
Statutory offer: ss 40 and 41 of the PWA, including Gifted Land Policy or Ngāti Whakaue Gifted Land Policy	LINZ	✓	✓ ⁵	✓ ⁶	✓ ⁷	✓ ⁸	✓ ⁹	✓ ¹⁰	x ¹¹	✓
Gifted Land Policy or Ngāti Whakaue Gifted Land Policy outside the statutory offer	LINZ	✓	✓ ¹²	✓ ¹³	✓ ¹³	✓ ¹³	✓	✓ ¹³	x	✓
After s 40 of the PWA has been addressed										
Treaty Settlement and right of first refusal provisions; either in statute or Deed of Settlement ¹³	External	✓	✓	✓	✓	✓	✓	✓	✓	✓
TPK – Sites of	External	✓	x	✓	✓	x ¹⁴	✓	x ¹⁵	x	✓

Type of clearance	LINZ or external clearance	Administration of the land								
		LINZ	Other vendor agency*							
		Public works land held by LINZ	State-owned Enterprise	Crown Research Institute	DHB (ex CHE/HHS)	Tertiary institution	School Board of Trustees	NZ Fire Service	Port company/ community trust	Public works land held by another agency
Significance ¹⁴										
OTS – Protection Mechanism process ¹⁴	External	✓	x	✓	✓	x ¹⁵	✓	x ¹⁵	x	✓
Private treaty, prior commitment, special circumstances or auction pre-approval by LINZ	LINZ	✓	x	x	x	x	x	x	x	✓
After land is marketed for sale										
Agreement for sale and purchase	LINZ	✓	x ¹⁵	x ¹⁶	x ¹⁶	x ¹⁶	x ¹⁶	x ¹⁶	x ¹⁶	✓
Execution of Authority and Instruction form	LINZ	✓	x ¹⁶	x ¹⁶	x ¹⁶	x ¹⁶	x ¹⁶	x ¹⁶	x ¹⁶	✓

¹ This clearance is not required if the land falls into a category set out in s 11H(2) of the Health Sector (Transfers) Act 1993.

² By invitation - ministers have invited non-core Crown agencies to comply with this process.

³ The consent of the chief executive of the department responsible for the administration of the Education Act 1989 may be required. Refer to s 192 of that Act.

⁴ Exception: The consent of the Minister of Education is required for disposal of land held for a purpose set out in s 70A of the Education Act 1989.

⁵ Sections 40 and 41 of the PWA apply once land has been transferred to a state-owned enterprise. Refer to s 24(4) of the State-Owned Enterprises Act 1986.

⁶ Sections 40 and 41 of the PWA apply once certain land has been transferred to a Crown Research Institute. Refer to s 30 of the Crown Research Institutes Act 1992.

⁷ This clearance is only required if the land was subject to ss 40 and 42 of the PWA on 10 May 1993 and the land has been transferred under the Health Sector (Transfers) Act 1993. Refer to clause 3 of Schedule 1 of that Act for other provisions that modify the application of the PWA.

⁸ LINZ is only involved if the land was acquired by a tertiary education provider or institution under the Education Act 1989. Note that universities are included in the definition of 'local authority' under the PWA and LINZ has no statutory decision-making role with land acquired in that capacity.

⁹ LINZ has no statutory decision-making role if the land title is not derived from the Crown.

¹⁰ This clearance is required only if the land was acquired under the provisions of the PWA.

¹¹ The provisions of s 40 of the PWA apply to land transferred under the Port Companies Act 1988, but LINZ has no statutory decision-making role.

¹² By invitation - Ministers have invited non-core Crown agencies to comply with this process.

¹³ Land will either be subject to a Treaty settlement or the TPK Sites of Significance process/OTS Protection Mechanism. Treaty settlement provisions will only apply if (i) the land is in a settlement area, and (ii) the land is subject to the provisions of that settlement. Refer to the specific Treaty settlement legislation and Deed of Settlement to determine if the provisions of a settlement apply.

¹⁴ Advice on whether the Sites of Significance and Protection Mechanism processes apply should be sought from TPK and OTS respectively. The processes do not apply if the land was acquired by a tertiary education provider or institute or the New Zealand Fire Service and there is a resumptive memorial on the computer freehold register.

¹⁵ Execution of the Agreement for Sale and Purchase and the transfer are required by the vendor agency, but they are not executed by LINZ.