

HEI WHAKATAU | BRIEFING

Outstanding issues regarding proposed amendments to the Public Works Act 1981

Date:	26 September 2019	Priority	Medium
Classification	In Confidence	Tracking Number	TPK: 40184 LINZ: BRF 20-081

Action sought	Date action required by
<p>It is recommended that joint Ministers:</p> <ol style="list-style-type: none"> agree that the package of proposals related to land acquisition apply to the lands set out in Attachment One ("protected land") agree that local authorities be required to seek the consent of the relevant Māori Minister before signing a Notice of Intention to Take Land agree that officials advance the principles described in paragraph 25 into the upcoming Cabinet paper as a proposal to promote the retention of protected Māori land in Māori ownership agree that the binding use agreement option be considered as part of any future review of the PWA (i.e. not to be advanced through the upcoming Cabinet paper) agree that officials advance proposals to compensate all separately owned dwellings on a property, and value Māori freehold land as if it were general land for the purposes of compensation agree to use the attached A3s as a basis for your upcoming Ministerial discussions agree to the attached draft targeted engagement plan, and for officials to meet with key groups. 	4 October 2019

Contact for telephone discussion (if required)				
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Other Agencies Consulted					
<input type="checkbox"/> MBIE	<input type="checkbox"/> MoJ	<input type="checkbox"/> NZTA	<input type="checkbox"/> MSD	<input type="checkbox"/> TEC	<input type="checkbox"/> MoE
<input type="checkbox"/> MFAT	<input type="checkbox"/> MPI	<input type="checkbox"/> MfE	<input checked="" type="checkbox"/> DIA	<input type="checkbox"/> Treasury	<input type="checkbox"/> MoH
<input checked="" type="checkbox"/> Other	Te Arawhiti				

Attachments	<ol style="list-style-type: none"> 1. Attachment One - Types of land to which the new provisions would be subject 2. Attachment Two – Proposed A3s for Ministerial discussion – Package of proposals 3. Attachment Three – Proposed targeted engagement plan
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Minister's office to complete:

- | | |
|---|--|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Declined |
| <input type="checkbox"/> Noted | <input type="checkbox"/> Needs change |
| <input type="checkbox"/> Seen | <input type="checkbox"/> Overtaken by Events |
| <input type="checkbox"/> See Minister's Notes | <input type="checkbox"/> Withdrawn |

Comments:

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26 September 2019

Te Minita Whanaketanga Māori

The Minister for Land Information

Outstanding issues regarding proposed amendments to the Public Works Act 1981

Purpose

1. This paper seeks joint Ministers' agreement to:
 - a. the approach to deal with outstanding issues regarding proposed amendments to the Public Works Act 1981 (**the PWA**) with regard to land acquisition
 - b. use the attached A3s for discussion with your Ministerial colleagues
 - c. the attached proposed targeted engagement plan and for officials to schedule meetings with key groups.

Executive Summary

2. There are a number of outstanding issues regarding proposals to improve the operation of the Public Works Act 1981 to land that is important to Māori.
3. Recommendations a, b, and c below reflect further decisions we need from you related to the original proposals (paragraph 6). Recommendation d responds to our further consideration of the binding use agreement which we briefly discussed at our previous meeting. Recommendation e has not previously been presented to you – it was part of the former Te Ture Whenua Māori Bill and we recommend carrying over into any new Bill.
4. We seek your decisions regarding the following matters:
 - a. That the package of agreed proposals apply to the lands (protected lands) described in **Attachment One**
 - b. That local authorities be required to seek the consent of the relevant Māori Minister before signing a Notice of Intention to Take Land; noting that this is a significant change in the delineation of powers between central government and local authorities
 - c. To advance a set of principles into the upcoming Cabinet paper as a proposal to promote the retention of protected Māori land in Māori ownership
 - d. That the binding use agreement option be considered as part of a future review of the PWA (i.e. not to be advanced through the upcoming Cabinet paper).
 - e. To advance proposals to compensate all separately owned dwellings on a property, and value Māori freehold land as if it were general land for the purposes of compensation into the upcoming Cabinet paper.
 - f. To use the attached A3s as a basis for future discussions with other key Ministers (**Attachment Two**)

- g. To a proposed targeted engagement plan (**Attachment Three**).
- 5. Following decisions on these matters, we will undertake targeted engagement with key groups and prepare a Cabinet paper and associated Regulatory Impact Statement.

Background

- 6. You met with officials on 7 August 2019 to discuss a package of proposals to amend the PWA to improve protections for protected Māori land from compulsory acquisition. At that meeting, you requested further advice on the option to include a general Treaty principles clause, the types of land to be affected by the proposals and a revised A3 to use for Ministerial discussions. The package of recommended proposals presented to you were:
 - a. **Proposal 1:** The Minister for Māori Development (for land held under Te Ture Whenua Māori Act 1993) or the Minister for Māori Crown Relations: Te Arawhiti (for returned Treaty land) would be added to the Ministerial decision making process for signing Notices of Intention to Take Land.
 - b. **Proposal 2:** Options to take a lesser interest in land would need to be exhausted before the fee simple is acquired (that is, before there is a change in ownership).
 - c. **Proposal 3:** Applying a general Treaty principles clause to the compulsory acquisition sections of the PWA.
- 7. The other options presented were the introduction of a binding use agreement, introducing a national / regional test to the compulsory acquisition of protected Māori land, and providing that a Māori Land Court Judge preside over objections to the acquisition of protected Māori land.
- 8. You also recently received a joint-agency briefing on the offer-back of former Māori land under the PWA on 12 August 2019 [TPK #39863 LINZ BRF 19-266 refer]. We propose that, if you agree, this material also be part of your upcoming Ministerial discussions and targeted engagement.

Outstanding policy issues – Land acquisition

Types of land to which the new provisions would be subject

- 9. At the recent meeting you indicated support for the proposals applying to the types of land identified as 'protected Māori land' in the proposed Urban Development Bill. In addition to this list, we propose that the provisions apply to Māori Reserved Land under the Māori Reserved Land Act 1955, and Te Urewera land defined by section 7 of Te Urewera Act 2014.
- 10. **Attachment One** describes these lands, as well as the extent and location (where known). The rationale behind providing some level of protection specifically to these lands is the same as previously provided under the Urban Development Bill. The Urban Development Bill treats these lands differently because of the need to promote the retention of these lands in Māori ownership (which is a particular focus of Te Ture Whenua Māori Act 1993 in relation to Māori freehold land).
- 11. Under the proposed Urban Development Bill, the Urban Development Authority would not be able to compulsorily acquire these types of land. The key rationale for this was that there would likely be no offer-back given the likelihood the land would pass out of Crown ownership. This rationale does not apply in a broader sense.

12. Given Māori Reserved Land and Te Urewera land is not currently captured in the proposed Urban Development Bill, we have included rationale for why this land is included in **Attachment One**.

Recommended approach

13. We seek your **agreement** that the package of agreed proposals apply to the lands (protected lands) described in **Attachment One**.

Application of Proposal 1 to local authorities

Ministerial decision making on land acquisitions

14. The PWA enables the chief executive of a local authority to submit a request directly to the Governor-General to take the land. This means that the option to require the consent of a relevant Māori Minister would only apply to the Crown and network utility operators unless further amendments were made to the treatment of local authorities.
15. Under this arrangement the Minister for Land Information is accountable for objections to Crown and network utility operator takings, and the relevant chief executive is accountable for objections for local authority takings. We recommend that the consideration of any changes to the distribution of accountabilities is out of scope of these current reforms.
16. We consider that additional safeguards against the taking of Māori land by local authorities are appropriate. We do not see a policy rationale for including additional safeguards for the Crown and network utility operators, but not for local authorities. The impact of a compulsory acquisition on the landowners is the same regardless of who is taking the land.
17. We recognise that requiring local authorities to seek a decision from Ministers is a significant departure from the PWA current decision making process, and a departure from the usual relationship between central and local government decision making.
18. On balance, we recommend that the local authority be required to seek the consent of the relevant Māori Minister before signing a Notice of Intention to Take Land. This is the same requirement that LINZ will undertake on behalf of Crown agencies and network utility operators.
19. The relevant Māori Minister could decline to provide consent, though they would be unable to act unreasonably in providing or withholding consent.
20. Given the low volume of Notices of Intention to Take protected Māori land we do not anticipate that this would significantly add to the relevant Māori Minister's workload.
21. LINZ will prepare guidance for local authorities to standardise the way in which consent is sought.

Application of other proposals

22. We also intend that the other proposals in the package apply to local authorities as well (i.e. the requirement to exhaust the practicality of taking a lesser interest and the requirement to consider principles that emphasise the retention of land in Māori ownership).

Recommended approach

23. We seek your **agreement** that local authorities be required to seek the consent of the relevant Māori Minister before signing a Notice of Intention to Take Land.

Proposal 3 - Treaty principles

24. We previously presented you with an option to require that the principles of Te Tiriti o Waitangi be applied to the compulsory acquisition of protected Māori land. You requested further advice on the implications of including a Treaty clause, to ensure that it is effective in meeting the objective of the retention of protected Māori land in Māori ownership.
25. Following discussion with Te Arawhiti, we consider the following principles best meet the objectives instead of requiring consideration of the Treaty or its principles:
- a. *This Act (the PWA) recognises that Māori have strong associations with protected lands¹. Since time immemorial Māori have exercised and continue to exercise control over their lands, resources, and taonga in accordance with tikanga Māori and, consistent with the guarantees given to Māori in Te Tiriti o Waitangi, to protect the right of owners of Māori land to retain, control, occupy, and develop their land as a taonga tuku iho for the benefit of present and future generations of owners, their whānau, and their hapū.*
 - b. *In recognition of the strong association of Māori to protected lands parties with functions, duties and powers under this Act must actively work to balance the need for land for public works with the protection of the interests of owners of protected land to retain, control, occupy, and develop protected land for the benefit of present and future generations.*
26. This set of principles has the benefit of clearly emphasising the fundamental importance of the retention of protected Māori land in Māori ownership for the benefit of present and future generations, and the need to balance this with the need to acquire land for public works. This approach aligns closely with Te Ture Whenua Māori Act 1993, with a strong emphasis on the retention of Māori land. We recommend that the principles apply to Part 2 *compulsory acquisition of land*.
27. The above set of principles set out the direction the proposed clause may take, and could be subject to wording change as a consequence of feedback we receive from Ministers or other agencies.
28. We have moved away from a general Treaty clause on the basis that:
- a. feedback from Minister's at the meeting with officials on 7 August 2019 indicated a preference for the principles to specifically promote the retention of land in Māori ownership
 - b. The Legislation Design and Advisory Committee advised that agencies need to:
 - i. consider what is required in the particular context to enable the legislation to be consistent with the principles of the Treaty of Waitangi
 - ii. build Treaty-consistent requirements or mechanisms into the operative provisions of the legislation (and then consider whether, in that context, the legislation needs to refer to the Treaty).
 - c. parties who have power under the PWA (who aren't Treaty partners) will be bound by these principles.
29. Our previous advice to you noted that the Waitangi Tribunal recommended that the PWA should be interpreted and administered so as to give effect to the principles of the Treaty of

¹ This would be a defined term that would cross-reference to the land categories outlines in Table 1.

Waitangi. With regard to land acquisition, we consider the proposed principles outlined above will best give effect to our objectives, and provide clearer direction on how to comply with the principles of the Treaty.

How this clause would work in practice

30. Agencies would be required to provide information about how these principles had been considered to support decisions by responsible Minister(s). Relevant Ministers would then consider the information provided by agencies, via LINZ, when signing a Notice of Intention to Take Land. Lastly, where an objection is made to a taking, the Environment Court would specifically consider the principles in arriving at its decision.

Recommended approach

31. We seek your **agreement** to advance the principles described above into the upcoming Cabinet paper as a proposal to promote the retention of protected Māori land in Māori ownership.

Binding use agreement option not recommended to proceed at this time

32. In feedback on the proposals Te Arawhiti identified a further option where the title of the land remains with the Māori landholder and instead the land acquiring agencies acquire a binding use agreement with owners of protected Māori land.
33. This option was briefly discussed at the recent meeting with officials although no decisions were made at the time. This option could be introduced as a tool which agencies could use instead of acquiring the land outright or acquiring a different interest (e.g. a lease).
34. Table 1 sets out the main aspects (from a Crown perspective, a Māori perspective may differ) of this agreement.

Table 1 Summary of binding use agreement mechanism

- | |
|---|
| <ol style="list-style-type: none">1. The binding use agreement gives the acquiring agency the right to undertake all actions, works and responsibilities necessary to conduct the specified public work on the land.2. The title of the land remains with the property owner.3. The use agreement will state the scope of the public work for which the property will be used - if the property is no longer needed for the purpose, it cannot be transferred or used for another public work and the agreement is terminated.4. Compensation will be paid in accordance with the market value of the rights acquired for the length of the agreement (this is likely to be 95% -100% of the freehold value).5. At the termination of the use agreement all rights will return to the title owner - no payment will be required.6. The agreement will set out options for the treatment or remediation of improvements. They might be: transfer to title holder at no cost; or Remediation to address all health and safety issues and/or a level consistent with the surrounding land use.7. A use agreement template will be developed which will be the basic or fall-back position - changes to the template can be negotiated. |
|---|

8. Acquiring agencies will have the power to compulsorily acquire a use agreement – subject to the agreement of joint Ministers². A negotiated agreement to use a binding use agreement would be subject to Māori Land Court processes.
9. The period of the use agreement should reflect the intended longevity of the public work, i.e. public buildings: 50 years with an automatic right of renewal.
10. The title holder may sell or transfer the title.
11. The acquiring agency may transfer the use agreement to another agency (noting that the purpose may not change).
12. A use agreement does not create an interest in the land, rather allows the holder to control and manage the land as if it was the owner.
13. Where subdivision of surrounding land is contemplated, the RMA applies, and the binding use agreement may be terminated with the freehold title transferring to the Crown or local authority in order to guarantee access to the subdivision.

Advantages and disadvantages of a binding use agreement mechanism

35. Table 2 provides an assessment of the advantages and disadvantages of the binding use mechanism for both landowners and agencies in comparison to acquiring the fee simple.

Table 2: Comparison with acquisition of fee simple

Advantages	Disadvantages
<p><i>For Māori land owners</i></p> <ul style="list-style-type: none"> • Māori land owners retain title to their land • Māori land owners would not need to purchase land back if it became surplus in the future <p><i>For agencies</i></p> <ul style="list-style-type: none"> • Agencies would still be able to control and manage the land as if they were the owner • Agreements could be recorded as depreciating assets along with all improvements • The offer-back process would not be needed if the land is later declared surplus 	<p><i>For Māori land owners</i></p> <ul style="list-style-type: none"> • Owners would retain only nominal rights • A binding use agreement for 99 years with perpetual rights of renewal is effectively an alienation • Renewal of binding use agreements could raise vexed issues of price and inter-generational considerations (i.e. grandparents might have agreed to BUA but grandchildren may not agree to extension) <p><i>For agencies</i></p> <ul style="list-style-type: none"> • Depending on the extent of negotiation required to reach a binding use agreement, costs could be higher for agencies • Agencies would not be able to transfer land for other public purposes • No revenue for the agency when disposing of land no longer required for public works

² Agencies would also need to demonstrate that other options are not practical.

	<p><i>For both</i></p> <ul style="list-style-type: none"> • Uncertainty – this is a new type of tenure that has not previously been used in the public works regime. There are several issues that will need to be addressed such as the treatment of contamination at the end of a term. The exact consequences are unknown
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36. Table 3 provides an assessment of the advantages and disadvantages of the binding use mechanism for both landowners and agencies in comparison to acquiring a lease.

Table 3: Comparison with lease

Advantages	Disadvantages
<p><i>For Māori land owners</i></p> <ul style="list-style-type: none"> • No discernible advantages <p><i>For agencies</i></p> <ul style="list-style-type: none"> • Compared to a leasehold interest, a binding use agreement may provide more certainty (depending on the particular agreement reached) • Less ongoing administration cost 	<p><i>For Māori land owners</i></p> <ul style="list-style-type: none"> • Māori land owners would receive equivalent compensation to acquisition of fee simple but may not receive ongoing rental payments <p><i>For agencies</i></p> <ul style="list-style-type: none"> • No discernible disadvantages – agencies who are disinclined to negotiate a binding use agreement would likely acquire a lease instead

Outstanding issues and questions

37. In addition to this, there are a number of outstanding issues and questions related to the binding use agreement mechanism, including:
- a. Earthworks and contamination – there may be additional issues to be resolved, given the sensitivities and potentially permanent change to the land
 - b. How to treat improvements and alterations to the land when the agreement term expires
 - c. The nature of any rights and obligations of landowners and agencies with regard to subdivision and amalgamation
 - d. If introduced as an option in the legislation, there may be incentives for agencies to use it instead of existing mechanisms (such as a lease, easement or a land swap - which may be more preferable to landowners)
 - e. Understanding the likely 'saleability' of the title – i.e. would any prospective purchaser want to buy a title which is subject to a binding use agreement?

Crown Law advice

38. We are currently seeking Crown Law advice on the potential legal implications of introducing a binding use agreement into the PWA, including its effect on the overall PWA regime. We will provide you with a summary of this advice once it becomes available.

Recommended approach

39. In summary, we have not identified a discernible advantage for landowners of the binding use agreement mechanism over what is currently available in the PWA (such as a lease). There are also a number of outstanding issues and questions to resolve, as well as uncertainty over its impact on the wider PWA regime.
40. Based on this, we seek your **agreement** that this option be considered as part of a future review of the PWA (i.e. not to be advanced through the upcoming Cabinet paper).
41. This approach would allow this option to be socialised with landowners and agencies before a final decision was made on whether to proceed to make provision for this approach in the PWA.

New Proposal - compensation where Māori freehold land is acquired for public works

Issues

42. We have not previously provided advice on proposals to ensure Māori freehold landowners receive adequate compensation when their land is acquired for public works. There are two main issues with regard to compensation where Māori freehold land is acquired under the PWA:

- a. Payment for disturbance and taking of dwellings

Where land is acquired under the PWA compensation is paid to the owners of any affected dwelling. These provisions do not recognise that there may be more than one separately owned dwelling on one parcel of Māori land. This has the inequitable effect that if two or more separately owned dwellings on multiply-owned Māori land are affected, the dwellings share a single payment.

- b. Valuation of Māori freehold land

Officials have previously been advised by valuers of instances where Māori freehold land acquired under the PWA is valued lower than similar general land on account of having a Māori freehold land title. This has the effect of the owner(s) receiving lower compensation than equivalent general title land.

Proposals

43. In order to address these two issues, we recommend advancing the following proposals into the material for Ministerial discussion and the upcoming Cabinet paper:
 - a. Provide that compensation for acquisition of notified dwellings be applied to all separately owned dwellings on a property. In the absence of an occupation order, lease or similar agreement for a home the home owner will require a declaration of equitable ownership from the Māori Land Court. The cost of a declaration of equitable ownership will be met by the acquiring agency.
 - b. Provide that Māori freehold land must be valued as if it were general land for compensation purposes under the PWA.
44. These proposals were included in a Supplementary Order Paper to the former government's Te Ture Whenua Māori Bill. These proposals were supported by relevant agencies at the time.

Recommended approach

45. We seek your **agreement** to advance proposals in paragraph 43 into the upcoming Cabinet paper.

Material for Ministerial discussion

46. Based on the recommendations in this paper, **Attachment Two** provides a revised A3 setting out proposals to amend the PWA with regard to land acquisition. **Attachment Two** also contains an A3 setting out a package of proposals to amend the PWA with regard to the offer-back of former Māori land (consistent with the proposals put forward in a recent briefing paper dated 12 August 2019 (TPK #39863)).
47. This material also contains scenarios to demonstrate how the package of proposals would work in practice, as well as flow diagrams to show how the new processes would work.
48. We propose that you use this material as a basis for your upcoming Ministerial engagements. This material could also be used as a basis for targeted engagement officials plan to carry out with key groups.

Recommended approach

49. We seek your **agreement** to use the attached A3s as a basis for your upcoming Ministerial discussions.

Targeted engagement plan

50. While previous consultation on whenua related issues and substantial consideration by the Waitangi Tribunal has provided a clear picture of the views of Māori on issues related to the PWA, there has been less engagement in the development of specific proposals to address these issues. Therefore, we consider it would be useful to test the package of proposals with targeted Māori groups as well as local authorities and network utility operators.

51. [Out of Scope]

52. [Out of Scope]

53. In addition, we propose to provide workshop participants with the opportunity to provide their feedback in writing following the workshops.

54. **Attachment Three** provides further detail on the proposed targeted engagement plan, including potential risks (and mitigations) associated with the proposed engagement.

Recommended approach

55. We seek your **agreement** to the attached draft targeted engagement plan.

³ The Federation of Māori Authorities, the New Zealand Māori Council, the Iwi Chairs Forum, and Te Tumu Paeroa.

Consultation

56. We propose that engagement occur with targeted groups to test the package of proposals. We also propose that you hold Ministerial discussions with key Ministers to test the package of proposals. We will work with your offices to schedule these Ministerial meetings.

Next Steps

57. We propose the following next steps:

- a. October 2019 – Ministers socialise proposals with Cabinet colleagues (**Attachment Two** provides draft A3s for these discussions)

[Out of Scope]

- c. November 2019 – Cabinet Policy decisions
- d. March 2020 – Cabinet agreement to introduce Legislation
- e. April 2020 - Introduction of legislation.

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Recommended Action

58. It is recommended that joint Ministers:

1. **agree** that the package of proposals related to land acquisition apply to the lands set out in Attachment One ("protected land") **Yes / No**
2. **agree** that local authorities be required to seek the consent of the relevant Māori Minister before signing a Notice of Intention to Take Land **Yes / No**
3. **agree** that officials advance the principles described in paragraph 25 into the upcoming Cabinet paper as a proposal to promote the retention of protected Māori land in Māori ownership **Yes / No**
4. **agree** that the binding use agreement option be considered as part of any future review of the PWA (i.e. not to be advanced through the upcoming Cabinet paper) **Yes / No**
5. **agree** that officials advance proposals to compensate all separately owned dwellings on a property, and value Māori freehold land as if it were general land for the purposes of compensation into the upcoming Cabinet paper **Yes / No**
6. **agree** to use the attached A3s as a basis for your upcoming Ministerial discussions **Yes / No**
7. **agree** to the attached draft targeted engagement plan, and for officials to meet with key groups. **Yes / No**

Rahera Ohia
Deputy Chief Executive, Policy
Partnerships

Joseph Shannon
Policy Director

Hon Nanaia Mahuta Te Minita Whanaketanga Māori	Hon Eugenie Sage Minister for Land Information
Date: ____ / ____ / 2019	Date: ____ / ____ / 2019

Attachment One: Types of land to which the new provisions would be subject

Māori freehold land as defined by Te Ture Whenua Māori Act 1993 (TTWMA)

Description

TTWMA defines Māori freehold land as: land, the beneficial ownership of which has been determined by the Māori Land Court by freehold order⁴.

Extent and location

There are 27,435 Māori freehold land titles with an area of 1,413,704 hectares⁵. Most Māori freehold land is in the north, centre and east of the North Island.

Certain former Māori land

Description

To come within this category the land must:

- be owned by a Māori person or a group of persons of whom a majority are Māori; **and**
- have ceased to be Māori freehold land pursuant to a Māori Land Court order made under s.137 of TTWMA or pursuant to a declaration issued under Part 1 of the Māori Affairs Amendment Act 1967.

Extent and location

Previous research indicates there are approximately 10,000 blocks totalling 105,000⁶ hectares that were converted to general land under the Māori Affairs Amendment Act 1967.

Land held by a PSGE on behalf of a claimant group

Description

To come within this category, the land must be held by a PSGE and must have been:

- vested in, or transferred to, the post settlement governance entity as part of a Treaty settlement; or
- acquired by the post settlement governance entity under a right of first or second refusal or a deferred selection process agreed in a Treaty settlement.

This excludes any land that a PSGE has acquired privately (even from government agencies) outside of the above process.

Extent and location

We do not yet have consolidated statistics related to this land.

Land held by an entity on behalf of an iwi or hapū holding mana whenua

Description

To come within this category, land must have been vested in, or transferred to, the entity pursuant to an agreement with a Crown agency or local authority.

⁴ Section 129(2)(b)

⁵ Māori Land Update, Māori Land Court (2017)

⁶ As at 30/03/1975

Extent and location

We do not believe there is a significant amount of this type of land. The best know examples are Mt Hikurangi and the bed of Lake Taupō and tributaries.

Māori Reserved Land

Description

The Māori Reserved Land Act 1955 (the 1955 Act) created "Māori Reserved Land", sweeping up many categories of land, such as the West Coast Settlement Reserves and various Māori reserves.

Extent and location

The Māori reserved land lease portfolio totals approximately 26,000 hectares held in 2,000 perpetually renewable leases. The main concentrations are in Greymouth, Nelson, Motueka, Wellington, Palmerston North and Taranaki.

Rationale for additional protection

It is highly likely that these lands hold significance for Māori given they are effectively ancestral land which has remained in Māori ownership. These lands are therefore comparable to the other types of land we are seeking to improve protections for.

Some of this land was previously confiscated by the Crown and subsequently returned to Māori. These lands have also been the subject of inequitable statutory lease arrangements which has been a source of significant grievance for Māori.

Land defined in section 7 of Te Urewera Act 2014

Description

This is land that was vested in Te Urewera under section 12(3) of Te Urewera Act 2014.

Extent and location

This land is situated in Te Urewera and is approximately 208671.3397 hectares.

Rationale for additional protection

The purpose of Te Urewera Act 2014 is to establish and preserve in perpetuity the protected status for Te Urewera for its intrinsic worth, its distinctive natural and cultural values, the integrity of those values, and for its national importance.

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Attachment Two: A3s for Ministerial discussion

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[Out of Scope]

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