



North Auckland Land Registration District

PUKEAREINGA CONSERVATION COVENANT

(Section 77, Reserves Act 1977)

PUKEAREINGA

BETWEEN SIR GRAHAM STANLEY LATIMER, MOREHU KENA,
 JIMMY MARAMATANGA CONNELLY, RUSSELL RATA KEMP,
 RAWSON SYDNEY AMBROSE WRIGHT, AND TAPIHANA SHELFORD
 as trustees for the time being of **TE URI O HAU SETTLEMENT TRUST**
 (together, "*Te Uri o Hau Governance Entity*")

AND **HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND** by
 and through the Minister of Conservation ("*the Minister*")

BACKGROUND

- A. Te Uri o Hau and the Crown are parties to a Deed of Settlement dated 13 December 2000.
- B. Under that Deed, the Crown agreed to transfer to Te Uri o Hau Governance Entity the Land (as defined in *clause 1.1* of this Covenant), and Te Uri o Hau Governance Entity agreed to enter into a Conservation Covenant with the Minister, to provide for the continued preservation and protection of the conservation values associated with the Land that both parties accept are present.
- C. Under section 23 of Te Uri o Hau Claims Settlement Act 2002, this Covenant is deemed to have been entered into by the Minister under section 77 of the Reserves Act 1977, and therefore binds future owners of the Land.

NOW THEREFORE the parties, in accordance with section 77 of the Reserves Act 1977, **MUTUALLY AGREE** as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Act" means the Reserves Act 1977;

"Conservation Values" means the cultural and archaeological values, and the values associated with the indigenous flora and fauna, ecological association, the natural environment and scenic beauty in relation to the Land;

"Covenant" means this Conservation Covenant duly executed by the parties;

"Crown" means Her Majesty the Queen in right of New Zealand;

"Deed" means the Deed of Settlement referred to in Background A of this Covenant;

"Land" means that area in the North Auckland Land District being 283 square metres, more or less, being Section 1 SO 70764, all computer freehold register _____.

"Minister" means the Minister of Conservation and includes any officer or duly authorised agent of the Minister; and

"Te Uri o Hau Governance Entity" means Te Uri o Hau Settlement Trust established by deed of trust dated 3 May 2001 in accordance with clause 2.1 of the deed, together with its successors, assigns, servants and agents.

1.2 In the interpretation of this Covenant, unless the context otherwise requires:

- (a) Headings appear as a matter of convenience and are not to affect the interpretation of this Covenant;
- (b) Singular includes the plural and vice versa, and words importing one gender include the other genders;
- (c) A reference to an enactment or any Regulations is a reference to that enactment or those Regulations amended or to any enactment or Regulation substituted for that enactment or those Regulations;
- (d) A reference to a party to this Covenant or any other document of this Covenant includes the parties successors, heirs and assigns in perpetuity; and in the case of Te Uri o Hau Governance Entity means its successor in law;
- (e) A reference to the Minister includes any officer or duly authorised agent of the Minister; and
- (f) A reference to Te Uri o Hau Governance Entity includes any receiver, liquidator, statutory manager or assignee in bankruptcy of Te Uri o Hau Governance Entity or any lessee or mortgagee in possession of the Land or any part of it.

2 PROTECTION OF CONSERVATION VALUES

2.1 In order to protect the Conservation Values, Te Uri o Hau Governance Entity agrees with the Minister that Te Uri o Hau Governance Entity will not carry out, or allow to be carried out, without the prior consent of the Minister any of the following:

- (a) Felling, removal or damage of native plants, shrubs or trees

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- (b) Burning, chemical spraying, topdressing or the sowing of exotic seed;
 - (c) Significant cultivation, earthworks or other soil disturbance;
 - (d) Planting of plants, shrubs or trees which are not indigenous; or
 - (e) Grazing of livestock.
- 2.2 In order to protect the Conservation Values, Te Uri o Hau Governance Entity further agrees with the Minister that Te Uri o Hau Governance Entity will, as far as reasonably practicable, keep the Land free from:
- (a) Gorse, broom, old man's beard, nodding thistle and other plant pests;
 - (b) Rabbits, possums, goats and other animal pests; and
 - (c) Rubbish or other unsightly or offensive material.
- 2.3 Te Uri o Hau Governance Entity agrees that it will not undertake any activity associated with the Land which would prejudice the administration and/or Conservation Values associated with the Pukeareinga Scenic Reserve adjacent to the Land.

3 REGISTRATION OF COVENANT

The parties acknowledge that this Covenant will be registered against the title to the Land in accordance with the provisions of the Deed. The provisions of section 77 and sections 93-105 of the Reserves Act 1977 will apply accordingly.

4 ACCESS FOR MINISTER

- 4.1 Te Uri o Hau Governance Entity grants to the Minister a right of access onto and through the Land for the purpose of integrating the management of the Pukeareinga Scenic Reserve with that of the Land so that the ecological integrity of the combined area can be maintained. This may include:
- (a) Examining, monitoring and recording the condition of the Land and Conservation Values;
 - (b) Carrying out work for the protection, preservation and/or enhancement of the Conservation Values, including planting of indigenous species where appropriate; or
 - (c) Erecting, at the cost of the Minister, any fencing necessary for the protection, preservation and/or enhancement of the Conservation Values.

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- 4.2 Before exercising the right provided in *clause 4.1*, the Minister shall consult with Te Uri o Hau Governance Entity and shall take all reasonable steps to minimise disruption to Te Uri o Hau Governance Entity's kaitiakitanga or any third party rights granted by Te Uri o Hau Governance Entity in respect of the Land. Nothing in this clause requires the Minister to carry out any such work.

5 DURATION OF COVENANT

This Covenant shall bind the parties in perpetuity to the rights and obligations contained within it.

6 NOTICES

- 6.1 Any notice required to be given to Te Uri o Hau Governance Entity, under this Covenant, will be sufficiently given if in writing and:
- (a) Served as provided in section 152 of the Property Law Act 1952; or
 - (b) Sent by post or delivered to the registered office of Te Uri o Hau Governance Entity or Te Uri o Hau Governance Entity's nominated solicitor.
- 6.2 Any consent, authorisation, approval or notice required to be given by the Minister shall be sufficiently given if signed by the Northland Conservator, Department of Conservation, Whangarei. Any notice required to be given to the Minister, will be sufficiently given if made in writing and sent by post or delivered to the office for the time being of the Northland Conservator, Department of Conservation, Whangarei.
- 6.3 Te Uri o Hau Governance Entity must on execution of this Covenant, advise the Minister of the details of its current Directors, Chairperson and/or Trustees (as the case may be) and registered office and must also advise the Minister immediately of any change of Directors, Chairperson and/or Trustees (as the case may be) or registered office.

7 DISPUTE RESOLUTION

Any dispute which arises between Te Uri o Hau Governance Entity and the Minister in any way relating to the interpretation, terms, obligations and/or breach of this Covenant, may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996. The parties further agree that the outcome of arbitration under the Arbitration Act 1996 shall be binding on the parties.

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EXECUTED on 15 November 2002

SIGNED BY THE TRUSTEES OF TE URI O HAU SETTLEMENT TRUST

SIGNED BY SIR GRAHAM STANLEY LATIMER

[Signature]

in the presence of:

Witness: [Signature]

Occupation: Consultant

Address: 71 Okahu Rd
KAITIARA

[Signature]

SIGNED BY ~~MOREHU KENA~~

Mkeno [Signature] [Signature]

in the presence of:

Witness: [Signature] [Signature]

Occupation: Manager

Address: 21 Mountain Rd.
Whangarei.

SIGNED BY JIMMY MARAMATANGA CONNELLY

[Signature]

in the presence of:

Witness: [Signature]
Effie Ramare

Occupation: Retired

Address: 77 Terois St, Dargaville

[Signature] [Signature] [Signature]
[Signature] [Signature]
MK
AK

SIGNED BY RUSSELL RATA KEMP

R. Kemp

in the presence of: Pomare

Witness: Effie Pomare

Occupation: Retired

Address: 72 Tervoiois St, Dargaville

SIGNED BY RAWSON SYDNEY AMBROSE WRIGHT

[Signature]

in the presence of: Pomare

Witness: Effie Pomare

Occupation: Retired

Address: 72 Tervoiois St, Dargaville

SIGNED BY TAPIHANA SHELFORD

[Signature]

in the presence of: Pomare

Witness: Effie Pomare

Occupation: Retired

Address: 72 Tervoiois St, Dargaville

SIGNED by Hon Christopher Joseph Carter)
the Minister of Conservation for and)
on behalf of HER MAJESTY THE)
QUEEN in Right of New Zealand)
in the presence of:)

Witness: Daniel King

Occupation: Private Secretary for Conservation

Address: 3/194 Evans Bay pde
Wellington

[Signature]
[Signature]
[Signature]
[Signature]